



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
OCTOBER 6, 2014 – 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

Police Explorer Alfredo Mendoza

APPROVAL OF AGENDA

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.

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.

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- 1) CONSIDERATION TO ADOPT RESOLUTION NO. 14-1001 APPROVING THE WARRANT REGISTER**
- 2) ADOPTION OF RESOLUTIONS REQUIRED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2015**

Recommend that the City Council:

- a. Adopt Resolution No. 7637 calling for the holding of a General Municipal Election to be held on Tuesday, March 3, 2015, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities;
- b. Adopt Resolution No. 7638 requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, March 3, 2015; and
- c. Adopt Resolution No. 7639 consenting to an election consolidation with the City of Los Angeles, including the Los Angeles Community College District and the Los Angeles Unified School District and ordering that the four seats on the Board of Trustees of the Los Angeles Community College District appear on the ballot of the General Municipal Election to be held on Tuesday, March 3, 2015.

- 3) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH MARTIN & CHAPMAN CO. FOR SERVICES RELATING TO THE GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2015**

Recommend that the City Council:

- a. Approve a Contract Services Agreement (Contract No. 1765) with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the General Municipal Election to be held on March 3, 2015; and
- b. Authorize the City Manager to execute the Agreement with Martin & Chapman Co.

- 4) REVIEW OF TRAFFIC CONDITIONS AND CONSIDERATION TO INSTALL STOP SIGNS AT THE INTERSECTION OF KALISHER STREET AND PICO STREET**

Recommend that the City Council approve street striping plans and concur with the Transportation and Safety Commission's findings to install marked crosswalks at the

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intersection of Kalisher Street and Pico Street and stop controls at north/south Kalisher Street at Pico Street.

5) CONSIDERATION TO ACCEPT THE CALIFORNIA ARTS COUNCIL GRANT TO SUPPORT THE CITY'S MARIACHI MASTER APPRENTICE PROGRAM

Recommend that the City Council:

- a. Accept the California Arts Council Grant to support the City's Mariachi Master Apprentice Program (MMAP);
- b. Authorize the City Manager to execute the Grant Agreement (Contract No. 1763) in order to receive the funding in the amount of \$11,400 to support the City's MMAP through June 30, 2014; and
- c. Adopt Resolution No. 7643 to increase the revenue and expenditures of Fiscal Year 2014-2015 Fund 108 budget by \$2,400.

6) CONSIDERATION TO ADOPT A POLICY PERTAINING TO CITY COUNCIL IDENTIFICATION BADGES AND BUSINESS CARDS

Recommend that the City Council approve a policy regarding City Council Identification Badges and Business Cards.

7) CONSIDERATION TO APPROVE A PARTNERSHIP WITH PUEBLO Y SALUD FOR FUNDRAISING EFFORTS AT THE CÉSAR E. CHÁVEZ MEMORIAL

Recommend that the City Council:

- a. Approve the City partnership with Pueblo Y Salud; and
- b. Authorize the City Manager to execute a Memorandum of Understanding (Contract No. 1762) with Pueblo y Salud to begin fundraising efforts for the César E. Chávez Memorial.

PUBLIC HEARING

8) CONSIDERATION TO ADOPT ORDINANCE NO. 1638 AMENDING THE CITY'S WATER CONSERVATION AND MANAGEMENT PROGRAM – SAN FERNANDO MUNICIPAL CODE CHAPTER 94, ARTICLE III, DIVISION IV

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Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading (in title only) and waive further reading of Ordinance No. 1638 “An Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 94 (Utilities), Article III (Water), Division 4 (Wastage) of the San Fernando Municipal Code” to comply with the State Water Resources Control Board emergency regulations for statewide water conservation; and
- c. Approve Resolution 7642, updating the City’s Water Conservation Policy, declaring a water emergency and implementing a comprehensive City conservation plan at Phase I.

9) CONSIDERATION TO ADOPT ORDINANCE NO. 1636 RELATED TO THE STATUTORY MAXIMUM FOR CITY COUNCILMEMBER’S SALARY

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading (in title only) and waive further reading of Ordinance No. 1636 “An Ordinance of the City Council of the City of San Fernando, California, Amending Section 2-31 (Council Members – Salary) of Division 1 (Generally) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando City Code of Ordinances Relating to City Council Member Salaries”.

10) CONSIDERATION TO ADOPT ORDINANCE NO. 1637 ESTABLISHING RULES AND REGULATIONS REGARDING DEVELOPMENT AGREEMENTS

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading (in title only) and waive further reading of Ordinance No. 1637 “An Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 106 (Zoning), Article VI (General Regulations) of the San Fernando City Code to Establish Division 17 Regarding Development Agreements”.

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ADMINISTRATIVE REPORTS**11) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE CALIFORNIA HERO PROGRAM (FINANCING FOR RENEWABLE ENERGY AND WATER EFFICIENCY IMPROVEMENTS)**

Recommend that the City Council:

- a. Adopt Resolution No. 7640 authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy and water efficiency improvements, and electric vehicle charging infrastructure on their properties; and
- b. Authorize the City Manager to execute an amendment to the Western Riverside Council of Governments Joint Powers Agreement (Contract No. 1764) adding the City of San Fernando as an associate member, which will allow local property owners to participate in the California HERO Program.

12) CONSIDERATION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND THE COUNTY OF LOS ANGELES RELATED TO THE OPERATION OF THE SAN FERNANDO POOL FACILITY

Recommend that the City Council approve a Lease Agreement (Contract No. 1766) between the City of San Fernando and the County of Los Angeles for the operation of the San Fernando Pool Facility and authorize the Mayor to execute the Lease Agreement.

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

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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: October 2, 2014 (3:30 pm)

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.

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: October 6, 2014

Subject: Consideration to Adopt Resolution No. 14-1001 Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 14-1001 (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. 14-1001

ATTACHMENT "A"**RESOLUTION NO. 14-1001****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 14-1001****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 6th day of October, 2014.

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 6th day of October, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

10/02/2014 11:45:25AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107325	10/6/2014	100070 ADVANCED ELECTRONICS INC.	0142922-IN	11110	COMPUTER MAINTENANCE 001-222-0000-4320	2,806.61
			0142923-IN	11109	COMPUTER MAINTENANCE 001-222-0000-4320	3,758.02
					Total :	6,564.63
107326	10/6/2014	100074 AEGIS COMPUTERS INC.	207919		IT SERVICES - OCT 2014 001-190-0241-4260	10,630.00
					Total :	10,630.00
107327	10/6/2014	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES 001-310-0000-4220 001-105-0000-4220 072-360-0000-4220 001-101-0109-4220 001-101-0111-4220 001-101-0113-4220	33.62 33.30 16.37 32.48 39.01 39.64
					Total :	194.42
107328	10/6/2014	100124 ALL-PHASE ELECTRIC SUPPLY CO.	0946-759326 0946-760012		LENSES FOR DECORATIVE LIGHTS @ 001-390-0415-4300 REPL LENSE COVER FOR CESAR CHA' 001-390-0415-4300	134.11 95.75
					Total :	229.86
107329	10/6/2014	100129 ALL VALLEY TROPHY	87113379		TROPHIES 017-420-1334-4300	196.20
					Total :	196.20
107330	10/6/2014	100221 ORTEGA, SYLVIA	REPLACE 102916		REPL STALE DATED CK#102916 001-2140	85.00
					Total :	85.00
107331	10/6/2014	100222 ARROYO BUILDING MATERIALS, INC	133926 133937		IRRIGATION REPAIR - 1616 FOURTH 001-311-0000-4600 RETURNED GAS VALVE	34.62

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107331	10/6/2014	100222 ARROYO BUILDING MATERIALS, INC	(Continued)		001-311-0000-4600	-9.08
					Total :	25.54
107332	10/6/2014	100249 AURORA ENVIRONMENTAL, INC.	AUG 2014		AB939 COMPLIANCE - AUG 2014 001-310-0000-4270	285.00
					Total :	285.00
107333	10/6/2014	100405 BONANZA CONCRETE, INC.	46073		1616 FOURTH ST - SIDEWALK REPAIR 001-311-0000-4600	477.72
					Total :	477.72
107334	10/6/2014	100434 BROWNELLS, INC.	10418353.00		GUN PARTS 001-222-0000-4300	541.12
					Total :	541.12
107335	10/6/2014	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	048609 051842 054145		EMPLOYEE SCREENING - FINGERPRINTING 001-106-0000-4270 LIVESCAN FINGERPRINTING - AUG 2014 004-2386 EMPLOYEE SCREENING FINGERPRINTING 001-106-0000-4270	32.00 5,064.00 32.00
					Total :	5,128.00
107336	10/6/2014	100558 CALIFORNIA CONTRACTORS	PP41670		SMALL TOOLS - HOLE SAW KIT 001-320-0000-4340	163.39
					Total :	163.39
107337	10/6/2014	100561 CALIFORNIA MUNICIPAL	2014-15		2014-15 MEMBERSHIP RENEWAL 001-102-0000-4370	155.00
					Total :	155.00
107338	10/6/2014	100636 CASSELL'S MUSIC	10080		CORD CONNECTOR 001-430-0000-4300	21.69
					Total :	21.69
107339	10/6/2014	100713 CITY OF GLENDALE	GLN0000006000		WATERMASTER COST SHARE AGREEMENT 070-381-0000-4270	3,740.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107339	10/6/2014	100713 CITY OF GLENDALE	(Continued)			Total : 3,740.66
107340	10/6/2014	100735 COASTAL AIR	15091		A/C SERVICES; PROGRAM ALL THERM 001-390-0460-4330	165.00 Total : 165.00
107341	10/6/2014	100805 COOPER HARDWARE INC.	93106		MAT'LS TO REPAIR LEAK @ SKATE PAF 001-390-0410-4300	2.50
			93133		CONCRETE FOR INSTALLING SIGN PO 001-370-0301-4300	84.15
			93147		PURNING SEALER SPRAY & TREE WR/ 001-346-0301-4300	22.09 Total : 108.74
107342	10/6/2014	100886 LOS ANGELES DAILY NEWS	0010553123		LEGAL PUBLICATION - URGENCY ORD 001-130-0000-4230	332.80 Total : 332.80
107343	10/6/2014	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		04/01/14-06/30/14 UNEMPLOYMENT INS 001-190-0222-4132	7,708.00 Total : 7,708.00
107344	10/6/2014	101089 ESCOBAR, MARCO	091814		L P SENIOR PETTY CASH REIMB. 004-2380	100.14 Total : 100.14
107345	10/6/2014	101114 EXCEL PAVING COMPANY	RETENTION		RELEASE OF RETENTION HELD AFTEF 050-2037	189.04 Total : 189.04
107346	10/6/2014	101147 FEDEX	2-787-01079		COURIER SERVICE 001-190-0000-4280	75.76 Total : 75.76
107347	10/6/2014	101302 VERIZON	8181811075		CITY HALL PAGING 001-190-0000-4220	39.98
			8181811111		MUSIC CHANNEL 001-190-0000-4220	45.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107347	10/6/2014	101302 VERIZON	(Continued)			
			8181811114		CITY YARD AUTO DIALER 070-384-0000-4220	43.91
			8181811126		RADIO REPEATER 001-222-0000-4220	44.59
			8181811136		RADIO REPEATER 001-222-0000-4220	44.59
			8181990351		PAC 50 TO SHERRIFFS 001-222-0000-4220	503.09
			8183610901		SEWER FLOW MONITOR 072-360-0000-4220	49.61
			8183612385		MTA PHONE LINE 007-440-0441-4220	97.77
					001-190-0000-4220	48.88
			8183613958		CNG STATION 001-320-3661-4220	44.03
			8183617825		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	48.89
			8188315002		PD SPECIAL PROBLEMS 001-222-0000-4220	45.96
			8188377174		PD SPECIAL PROBLEMS 001-222-0000-4220	20.57
			8188381841		ENGINEERING FAX MODEM 001-310-0000-4220	26.29
			8188981293		CITY YARD MAJOR PHONE LINES 070-384-0000-4220	795.26
			8188987373		PD EMERGENCY 001-222-0000-4220	115.23
			8188987385		LP FAX LINE 001-420-0000-4220	26.12 Total : 2,039.89
107348	10/6/2014	101373 GOVERNMENT FINANCE	0165005		MEMBERSHIP RENEWAL 05/01/14-4/30/ 001-130-0000-4380	225.00 Total : 225.00
107349	10/6/2014	101376 GRAINGER, INC.	9519132824		COMPRESSOR VALVE KIT - CNG	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107349	10/6/2014	101376 GRAINGER, INC.	(Continued)			
			9522702456		001-320-3661-4400 2ND STAGE INLET VALVE - CNG	1,522.16
			9527795646		001-320-3661-4400 2ND STAGE INLET VALVE - CNG	54.75
			9527822648		001-320-3661-4400 LOCKS FOR FLAG POLES & BACKFLOW	54.75
					001-390-0410-4300	264.45
			9528207807		001-420-0000-4300 MARKING PAINT FOR SEWER USA'S	104.58
					072-360-0301-4300	294.87
			9530102491		LIGHTING FOR OFFICES @ LP PARK	
					001-390-0460-4300	58.53
			9537197585		CNG COMPRESSOR OIL	
					001-320-3661-4260	565.81
			9538443509		WHEELBARROW TIRES	
					001-390-0410-4320	28.38
			9544513444		SAFETY GAS CAN FUNNELS	
					001-311-0000-4600	22.20
					Total :	2,970.48
107350	10/6/2014	101493 HERNANDEZ, MARTIN	SF1140617026		PARKING CITATION REFUND	
					001-3430-0000	55.00
					Total :	55.00
107351	10/6/2014	101511 HINDERLITER DE LLAMAS & ASSOC.	0022844-IN		CONTRACT SERVICES - SALES TAX 3R	
					001-130-0000-4270	1,242.08
					Total :	1,242.08
107352	10/6/2014	101512 HDL, COREN & CONE	0020838-IN		AUDIT SERVICES - PROPERTY TAX	
					001-130-0000-4270	79.57
					Total :	79.57
107353	10/6/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	244634		WEED CONTROL & PAINT FOR LP PARI	
					001-390-0460-4300	208.64
			244683		WEED CONTROL @ PIONEER PARK	
					001-390-0410-4300	170.69
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107353	10/6/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			4091562		TRASH CANS	
					001-430-0000-4300	100.58
			7244100		MAT'LS FOR CESAR CHAVEZ ROCK & P	
					001-310-0000-4300	666.22
					Total :	1,146.13
107354	10/6/2014	101599 IMAGE 2000 CORPORATION	VN406410		TONERS FOR ADMIN COPIER (SHIPPIN	
					001-190-0000-4300	21.00
					Total :	21.00
107355	10/6/2014	101647 INTERSTATE BATTERY	30059126		BATTERIES FOR FLEET	
					001-1215	216.70
					Total :	216.70
107356	10/6/2014	101649 INTER-VALLEY POOL SUPPLY, INC	68576		POOL CHEMICALS	
					001-430-0000-4300	608.87
					Total :	608.87
107357	10/6/2014	101666 DE LAGE LANDEN FINANCIAL SERVS	42612076		OCT 2014 LEASE PAYMENT - VARIOUS	
					001-190-0000-4320	443.64
					001-420-0000-4260	405.44
					103-420-0000-4260	101.36
					104-420-0000-4260	101.36
					070-381-0000-4290	146.70
			42805818		OCT LEASE PAYMENT PD COPIERS	
					001-222-0000-4260	619.04
					Total :	1,817.54
107358	10/6/2014	101672 HANCHETT, NICHOLE	TRAVEL		MANAGEMENT & SUPERVISOR OF DE	
					001-225-0000-4360	220.00
					Total :	220.00
107359	10/6/2014	101768 KIMBALL-MIDWEST	3726894		2-LED FLASHLIGHT REPLACEMENTS	
					001-370-0301-4300	50.12
			3770727		BATTERY CABLES, CRIMPS & CONNEC	
					001-320-0390-4400	172.11
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107359	10/6/2014	101768 KIMBALL-MIDWEST	(Continued) 3770754		GLOVES, KNOCKDOWN TAP & DYES R 001-371-0301-4300	166.00
			3770766		DRILL BITS & FUSE KIT 001-320-0301-4300	234.22
			3780557		TRUCK BODY HARDWARE; PLASTIC CI 001-320-0390-4400	14.52
					Total :	636.97
107360	10/6/2014	101848 LANGUAGE LINE SERVICES	3431480		TRANSLATION SERVICES 001-222-0000-4260	6.45
					Total :	6.45
107361	10/6/2014	101879 LEAGUE OF CALIFORNIA CITIES	2965 - AVILA		DIVISION LUNCHEON ON 09/03/14 001-101-0113-4370	55.00
			2965 - SAEKI		DIVISION LUNCHEON ON 09/03/14 001-105-0000-4370	55.00
					Total :	110.00
107362	10/6/2014	101929 LINGO INDUSTRIAL ELECTRONICS	32129		SOFTWARE REPLACEMENT - CHATS/C 001-371-0301-4300	1,417.00
			32132		POWER SUPPLY REPLACEMENT - CEL 001-371-0301-4300	795.70
			32134		CONTROLLER REPLACEMENT - CELISI 001-371-0301-4300	1,394.11
			32136		EDISON POWER OUTAGE - 206 POWE 001-371-0301-4300	795.70
					Total :	4,402.51
107363	10/6/2014	101957 CITY OF LOS ANGELES	38SF150000004		FIRE/AMBULANCE SERVICES - OCT 20 001-500-0000-4260	146,489.56
					Total :	146,489.56
107364	10/6/2014	101971 L.A. MUNICIPAL SERVICES	0047501000		ELECTRIC - 13003 BORDEN 070-384-0000-4210	984.91
			4947501000		WATER - 12900 DRONFIELD 070-384-0000-4210	644.18
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107364	10/6/2014	101971 L.A. MUNICIPAL SERVICES	(Continued) 5007501000		ELECTRIC - 13655 FOOTHILL 070-384-0000-4210	185.31
			5947501000		ELECTRIC - 12900 DRONFIELD 070-384-0000-4210	6,176.82
			6577501000		ELECTRIC - 14060 SAYRE 070-384-0000-4210	14,483.68
			6947501000		WATER - 13180 DRONFIELD 070-384-0000-4210	5.34
			7577501000		WATER - 14060 SAYRE 070-384-0000-4210	93.74
			7947501000		ELECTRIC - 13186 DRONFIELD 070-384-0000-4210	72.58
					Total :	22,646.56
107365	10/6/2014	101974 LOS ANGELES COUNTY	AUG 2014		DEPT OF ANIMAL CARE & CONTROL FI 001-190-0000-4260	4,494.46
					Total :	4,494.46
107366	10/6/2014	101990 L.A. COUNTY METROPOLITAN	800059244		TAP CARDS - AUG 2014 007-440-0441-4260	1,244.00
					Total :	1,244.00
107367	10/6/2014	102002 LOS ANGELES COUNTY	IN0065811		CITY YARD LIMITED VOLUME TRNASFE 001-310-0000-4450	1,081.00
					Total :	1,081.00
107368	10/6/2014	102007 L.A. COUNTY SHERIFFS DEPT.	150601ST		PRISONER MEALS PROG - AUG 2014 001-225-0000-4350	555.91
					Total :	555.91
107369	10/6/2014	102075 MAG-TROL ASSOCIATES, INC.	1179822		FAN 029-335-0301-4300	38.97
					Total :	38.97
107370	10/6/2014	102125 MARTINEZ, MARLENE	TRAVEL		911 POST MANDATE - CRITICAL INCIDE 001-225-0000-4360	105.00
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107370	10/6/2014	102125 MARTINEZ, MARLENE	(Continued) TRAVEL		911 POST MANDATE - CRITICAL INCIDE 001-225-0000-4360	59.69
					Total :	164.69
107371	10/6/2014	102148 METROPOLITAN WATER DISTRICT	8125		CAPACITY CHARGE - AUG 2014 070-384-0000-4450	2,938.33
					Total :	2,938.33
107372	10/6/2014	102219 MISSION AUTO ELECTRIC, INC.	24377		REBUILD STARTED - PW2532 001-320-0312-4400	158.05
					Total :	158.05
107373	10/6/2014	102226 MISSION LINEN & UNIFORM	140160895		LAUNDRY 001-225-0000-4350	278.95
			140161612		LAUNDRY 001-225-0000-4350	292.48
			140162198		LAUNDRY 001-225-0000-4350	249.07
			140162935		LAUNDRY 001-225-0000-4350	246.79
			140163531		LAUNDRY 001-225-0000-4350	249.07
			140164272		LAUNDRY 001-225-0000-4350	262.10
					Total :	1,578.46
107374	10/6/2014	102303 NACHO'S ORNAMENTAL SUPPLY	INV024005		BOX RIG 001-390-0410-4300	33.62
			INV025826		STORM DRAIN SCREEN - 1403 PHILLIP 001-311-0000-4600	9.96
			INV026137		STORM DRAIN STENCIL PAINT - 1403 001-311-0000-4600	8.54
					Total :	52.12
107375	10/6/2014	102410 NORTHRIDGE HOSPITAL MEDICAL	151011944		SART EXAM 001-224-0000-4270	730.00
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107375	10/6/2014	102410 NORTHRIDGE HOSPITAL MEDICAL	(Continued) 151012173		SART EXAM 001-224-0000-4270	730.00
			151012199		SART EXAM 001-224-0000-4270	730.00
					Total :	2,190.00
107376	10/6/2014	102423 OCCU-MED, INC.	0714901		PRE-EMPLOYMENT PHYSICAL 001-106-0000-4260	125.00
			0814901		PRE-EMPLOYMENT PHYSICAL 001-106-0000-4270	1,911.00
					Total :	2,036.00
107377	10/6/2014	102432 OFFICE DEPOT	1711646771		PENS, MARKERS, PENCILS, DRY BOAF 001-222-0000-4300	479.62
			1713435209		FIRE BACKFLOWS PLANS FOR POOL 001-390-0000-4300	7.58
			1716034419		1ST AID KIT & RECEIPT BOOKS 004-2380	41.20
					001-422-0000-4300	12.98
			720643510001		CHAIR 001-310-0000-4300	280.86
			725238108001		RETURN - ERGO KEYBOARD 001-390-0000-4300	-67.44
			725914160001		FOLDERS AND CALCULATOR RIBBON 001-222-0000-4300	55.02
			727390402001		G-2 PENS FOR MECH DIV 001-320-0000-4300	20.00
					001-390-0000-4300	42.23
			727390472001		POSTED FLAGS 001-390-0000-4300	2.40
			727548628001		EXPANDABLE WALLET FOLDERS 001-222-0000-4300	45.90
			727548696001		MONITOR ARM 001-222-0000-4300	89.78
			727893448001		PENS & COPY PAPER 001-222-0000-4300	277.68
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107377	10/6/2014	102432 OFFICE DEPOT	(Continued)			
			727956560001		OVAL ORGANIZER	
					001-420-0000-4300	14.78
			727956561001		RUBBERBANDS, MOUSEPAD, WIPES, C	
					001-420-0000-4300	181.05
			727956562001		GLASS CLEANER	
					001-420-0000-4300	5.96
			728206813001		FAX TONER, DRYLINE, POST ITS, PEN\$	
					070-384-0000-4300	267.91
			728440088001		CUPS	
					001-370-0000-4300	58.54
			728933811001		RIBBON & PEN REFILLS	
					070-382-0000-4300	35.28
					072-360-0000-4300	35.28
					001-130-0000-4300	106.52
			728940210001		BIDNER CLIPS, HIGHLIGHTERS, MECH	
					001-310-0000-4300	52.63
			728940690001		USB DRIVE	
					001-310-0000-4300	82.29
			728940691001		SCISSORS	
					001-310-0000-4300	15.64
			728940692001		101 KEYBOARD	
					001-310-0000-4300	60.39
			729452579001		CALCULATOR RIBBON, SUGAR, CREAM	
					070-383-0000-4300	81.47
			729452653001		TEA	
					001-371-0000-4300	23.38
			729618514001		NOTEBOOKS, PENCIL SHARPENER, FI	
					001-310-0000-4300	72.99
					Total :	2,381.92
107378	10/6/2014	102530 AT & T	818-270-2203		1SDN LINE/LASN NETWORK	
					001-222-0000-4220	114.78
					Total :	114.78
107379	10/6/2014	102666 PREFERRED DELIVERY SYSTEMS INC	549-97		COURIER SERVICE	
					001-222-0000-4260	103.00

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107379	10/6/2014	102666	102666 PREFERRED DELIVERY SYSTEMS INC	(Continued)		Total :	103.00	
107380	10/6/2014	102708	PUEBLO CONTRACTING SERVICE INC	070-2234	EDDY VALVE DEPOSIT REFUND			
				070-2234			209.20	
				070-2998	METER INSTALL DEP REFUND			
					070-2998	Total :	100.41	
							309.61	
107381	10/6/2014	102779	RAMIREZ, THOMAS	SEPT 2014	KARATE INSTRUCTOR			
					017-420-1326-4260			
						Total :	660.00	
							660.00	
107382	10/6/2014	102803	RED WING SHOE STORE	2160000003270	FY15 PUBLIC WORKS SAFETY SHOES			
				11108	001-390-0000-4310		189.66	
				11108	070-383-0000-4310		171.14	
				11108	070-384-0000-4310		175.50	
				11108	001-311-0000-4310		180.00	
				11108	001-320-0000-4310		49.45	
				11108	001-371-0000-4310		205.72	
						Total :	971.47	
107383	10/6/2014	102929	ROYAL PAPER CORPORATION	4469272	JANITORIAL SUPPLIES			
					001-390-0222-4300		88.16	
					001-390-0310-4300		46.55	
					001-390-0410-4300		789.64	
					001-390-0460-4300		563.56	
					001-390-0470-4300		124.78	
					001-390-0480-4300		171.33	
					001-390-7500-4300		214.30	
					070-381-0450-4300		48.18	
						Total :	2,046.50	
107384	10/6/2014	102930	ROYAL WHOLESALE ELECTRIC	8901-702887	METER REPLACEMENT FOR E2			
				8901-703187	027-344-0301-4300		152.55	
				8901-703567	REPL STOLEN GENERATOR CABLE - W			
					070-384-0000-4330		1,470.96	
					LAMPS FOR B OF A PARKING			

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107384	10/6/2014	102930 ROYAL WHOLESALE ELECTRIC	(Continued)		029-335-0301-4300	144.53
					Total :	1,768.04
107385	10/6/2014	102978 SWRCB FEES	LW1460220		LARGE WASTE SYSTEM FEES - 070-381-0000-4450	4,734.10
					Total :	4,734.10
107386	10/6/2014	102997 ST. FERDINAND'S CHURCH	070-3036		QUICK COUPLER DEPOSIT REFUND 070-3036	200.00
					Total :	200.00
107387	10/6/2014	103010 SAM'S CLUB DIRECT, #0402465855179	8750		REFRESHMENT FOR ENP PARTY ON 0 004-2346	84.72
					Total :	84.72
107388	10/6/2014	103029 SAN FERNANDO, CITY OF	14585-14685		REIMBURSEMENT TO WORKERS COM 006-1035	26,115.43
					Total :	26,115.43
107389	10/6/2014	103045 SAN FER. MALL DOWNTOWN ASSOC.	NONPO		REIMB. FOR PARKING & BUSINESS 001-2260	3,120.01
					Total :	3,120.01
107390	10/6/2014	103184 SMART & FINAL	053201		GRIDLEY & MORNINGSIDE WEEKLY AC 103-420-0000-4300	83.03
					104-420-0000-4300	83.27
			131244		HALF & HALF, SUGAR 001-222-0000-4300	22.72
			171884		ENP SUPPLIES - COFFEE, ETC 115-422-3750-4300	155.83
			174261		SENIOR CLUB BINGO REFRESHMENT\$ 004-2382	39.69
					004-2346	19.15
			174836		SENIOR CLUB SUPPLIES FOR DANCE 004-2380	296.26
					Total :	699.95

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107391	10/6/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	2-00-990-4764		VARIOUS ELECTRIC BILLS 029-335-0000-4210	178.97
			2-01-202-1895		VARIOUS ELECTRIC BILLS 027-344-0000-4210	61.25
			2-01-202-2836		VARIOUS ELECTRIC BILLS 027-344-0000-4210	3,554.81
			2-01-202-2844		VARIOUS ELECTRIC BILLS 027-344-0000-4210	15,497.18
			2-02-542-8798		ELECTRIC -VARIOUS LOCATIONS 001-371-0000-4210	110.60
					029-335-0000-4210	1,770.27
			2-02-542-9051		VARIOUS ELECTRIC BILLS 001-371-0000-4210	1,795.24
			2-02-682-3781		VARIOUS ELECTRIC BILLS 070-384-0000-4210	190.10
			2-02-682-7303		ELECTRIC - 120 MACNEIL 001-390-0450-4210	1,008.05
					070-381-0000-4210	495.85
					072-360-0000-4210	495.83
			2-02-682-7675		VARIOUS ELECTRIC BILLS 001-420-0000-4210	5,578.15
			2-10-977-9207		VARIOUS ELECTRIC BILLS 001-390-0470-4210	105.40
			2-15-631-7257		ELERCTRIC - BRAND/3RD & 1202 PICO 001-371-0000-4210	46.39
					029-335-0000-4210	66.57
			3-001-1996-37		VARIOUS ELECTRIC BILLS 001-390-0457-4210	236.34
			3-001-1997-79		VARIOUS ELECTRIC BILLS 001-341-0000-4210	27.97
			3-001-1998-22		VARIOUS ELECTRIC BILLS 001-222-0000-4210	9,606.62
			3-001-4787-62		VARIOUS ELECTRIC BILLS 029-335-0000-4210	88.03
			3-002-8426-32		VARIOUS ELECTRIC BILLS 001-390-0310-4210	4,719.04
			3-003-2480-88		VARIOUS ELECTRIC BILLS	

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107391	10/6/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			3-016-3498-98		029-335-0000-4210 VARIOUS ELECTRIC BILLS	61.72
			3-017-1792-48		001-420-0000-4210 VARIOUS ELECTRIC BILLS	3,680.34
			3-020-4207-23		001-371-0000-4210 VARIOUS ELECTRIC BILLS	52.99
			3-021-3730-93		001-420-0000-4210 VARIOUS ELECTRIC BILLS	349.61
			3-029-8565-56		001-371-0000-4210 VARIOUS ELECTRIC BILLS	46.64
			3-030-0922-95		001-320-3661-4210 VARIOUS ELECTRIC BILLS	3,601.55
			3-030-5047-36		001-420-0000-4210 VARIOUS ELECTRIC BILLS	351.72
			3-030-5047-53		027-344-0000-4210 VARIOUS ELECTRIC BILLS	53.99
			3-030-7809-96		027-344-0000-4210 VARIOUS ELECTRIC BILLS	54.56
			3-031-4203-39		001-390-0450-4210 VARIOUS ELECTRIC BILLS	700.56
			3-036-3953-77		001-430-0000-4210 ELECTRIC - 1117 2ND	10,034.57
			3-037-2979-00		027-344-0000-4210 VARIOUS ELECTRIC BILLS	25.29
			3-040-6733-18		027-344-0000-4210 VARIOUS ELECTRIC BILLS	602.21
					001-390-0450-4210	31.55
					Total :	65,279.96
107392	10/6/2014	103205 THE GAS COMPANY	090914		GAS - 117 MACNEIL	
					001-310-0000-4210	49.75
			091114		001-222-0000-4210	104.02
					GAS - 505 S HUNTINGTON	
					001-420-0000-4210	30.03
					Total :	183.80

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107393	10/6/2014	103218 SOLIS, MARGARITA	PETTY CASH		PETTY CASH REIMB	
					001-101-0000-4300	10.01
					001-115-0000-4390	35.00
					001-150-0000-4370	6.00
					001-222-0000-4300	43.49
					001-310-0000-4360	6.00
					001-310-0000-4390	29.63
					001-420-0000-4300	27.19
					070-383-0000-4400	9.00
					Total :	166.32
107394	10/6/2014	103251 STANLEY PEST CONTROL	638465		PEST CONTROL @ PD	
					001-390-0222-4260	64.00
					Total :	64.00
107395	10/6/2014	103318 TAG/AMS, INC.	2672712		RANDOM DRUG TESTING	
					001-106-0000-4270	260.00
					Total :	260.00
107396	10/6/2014	103413 TRANS UNION LLC	08408687		CREDIT CHECKS	
					001-222-0000-4260	9.06
					Total :	9.06
107397	10/6/2014	103434 TWINS ROOFING INCORPORATED	100560	11118	REPAIR MULTIPLE LEAKS AROUND RE	
					001-390-0410-4330	11,700.00
					Total :	11,700.00
107398	10/6/2014	103439 UPS	831954364		COURIER SERVICE	
					001-190-0000-4280	116.12
					Total :	116.12
107399	10/6/2014	103439 UPS	23786680		STORAGE CABINET FREIGHT FEE	
					104-420-0000-4300	18.00
					Total :	18.00
107400	10/6/2014	103458 U.S. HEALTHWORKS MEDICAL GROUP	2556285-CA		DOX EXAM/COLLECTION	
					001-106-0000-4270	213.00

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107400	10/6/2014	103458 103458 U.S. HEALTHWORKS MEDICAL GROUP	(Continued)			Total : 213.00
107401	10/6/2014	103534 VALLEY LOCKSMITH	2135		DEADBOLT REKEYED @ PW OFFICE	
			2137		001-390-0450-4330	45.00
			2138		R-KEY BACK DOOR @ LP PARK	
					001-390-0460-4330	55.00
					RE-KEY TO MASTER & REPLACE PLATI	
					001-390-7500-4330	45.00
					Total :	145.00
107402	10/6/2014	103538 VALLEY OCCUPATIONAL	136698		DMV - PHYSICALS	
					001-106-0000-4270	80.00
					Total :	80.00
107403	10/6/2014	103574 VERDIN, FRANCISCO JAVIER	07/01/14-09/30/14		MEXICAN FOLKLORICO DANCE CLASS	
					017-420-1362-4260	535.50
					Total :	535.50
107404	10/6/2014	103603 VULCAN MATERIALS COMPANY	70508451		ROAD BASE	
					001-311-0000-4300	512.76
					Total :	512.76
107405	10/6/2014	103619 CARL WARREN & CO.	1582512		LEGAL SERVICES	
			1612879		006-190-0000-4800	243.05
			1612880		LEGAL FEES	
			1612881		006-190-0000-4800	63.96
			1612881		LEGAL FEES	
			1620377		006-190-0000-4800	83.15
			1620378		LEGAL FEES	
			1620379		006-190-0000-4800	63.96
			1620380		LEGAL FEES	
					006-190-0000-4800	76.75
					LEGAL FEES	
					006-190-0000-4800	38.38
					LEGAL FEES	
					006-190-0000-4800	31.98
					LEGAL FEES	

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107405	10/6/2014	103619 CARL WARREN & CO.	(Continued)			
			1620381		006-190-0000-4800	38.38
			1620382		LEGAL FEES	
			1620383		006-190-0000-4800	31.98
			1620384		LEGAL FEES	
			1620385		006-190-0000-4800	31.98
			1620386		LEGAL FEES	
			1620387		006-190-0000-4800	31.98
			1620388		LEGAL FEES	
			1620389		006-190-0000-4800	31.98
			1620390		LEGAL FEES	
					006-190-0000-4800	83.15
					LEGAL FEES	
					006-190-0000-4800	70.36
					LEGAL FEES	
					006-190-0000-4800	134.32
					LEGAL FEES	
					006-190-0000-4800	63.96
					LEGAL FEES	
					006-190-0000-4800	95.94
					LEGAL FEES	
					006-190-0000-4800	70.77
					Total :	1,286.03
107406	10/6/2014	103692 VILLALVA, FRANCISCO	2000800182		FACILITIES RENTAL REFUND	
					001-3777-0000	50.00
					Total :	50.00
107407	10/6/2014	103694 WILLDAN ASSOCIATES	00612793		ON-CALL TRAFFIC ENGINEERING SER'	
					001-310-0000-4270	1,535.00
					Total :	1,535.00
107408	10/6/2014	103738 YOSEF AMZALAG SUPPLY	12121248		REPLACE BROKEN IRRIGATION BOXES	
			12121249		001-390-0415-4300	38.76
			12122427		R/R SPRINKLERS ON BRAND ISLAND	
					001-390-0410-4300	87.64
					LEAK REPAIR @ SKATE PARK	

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107408	10/6/2014	103738 YOSEF AMZALAG SUPPLY	(Continued)			
			12122911		001-390-0410-4300 IRRIGATION REPAIRS @ RUDY ORTEG	2.45
			12123069		001-390-7500-4300 IRRIGATION REPAIR @ GATEWAY	25.00
			12123438		001-390-0480-4300 MARKING PAINT FOR PIONEER PARK E	60.45
					001-390-0410-4300	54.40
					Total :	268.70
107409	10/6/2014	103816 CHAVEZ, ELENA	REIMB.		REIMB FOR CITY CLERK WORKSHOP	
					001-115-0000-4370	125.00
					001-116-0000-4390	51.18
					Total :	176.18
107410	10/6/2014	103851 EVERSOF, INC.	R1373192		SOFTNER - WELL4A	
			R1373193		070-384-0000-4260	138.42
					SOFTNER - WELL 3	
					070-384-0000-4260	33.13
					Total :	171.55
107411	10/6/2014	103903 TIME WARNER CABLE	8448200540010369		CABLE 09/18-10/17	
					001-222-0000-4260	16.83
			8448200540196309		INTERNET SERVICES - 09/23/14 - 10/22	
					001-190-0000-4220	1,100.00
					Total :	1,116.83
107412	10/6/2014	887121 DELL MARKETING L.P.	XJJ6583P1		MICROSOFT OFFICE 2013	
					070-384-0000-4300	241.56
					Total :	241.56
107413	10/6/2014	887283 WYNDHAM HOTELS BUTTES	TRAVEL		MANAGEMENT & SUPERVISION OF DE	
					001-225-0000-4360	660.40
					Total :	660.40
107414	10/6/2014	887323 KINGSBURY UNIFORMS	48253		UNIFORMS	
					001-222-0000-4300	1,943.32
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107414	10/6/2014	887323 887323 KINGSBURY UNIFORMS	(Continued)			Total : 1,943.32
107415	10/6/2014	887568 TRANS TECH	011188		SWAP THROTTLE BODY & CAT COVER	
			011189		001-320-0225-4400 REPL SAFETY SWITCHES & HARNESS	150.00
			011196		070-384-0000-4400 TRANSMISSION REBUILD	196.17
					001-320-0228-4400	1,491.27
					Total :	1,837.44
107416	10/6/2014	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB FOR MISC ITEMS & EVENTS	
					001-226-0230-4430	680.91
					Total :	680.91
107417	10/6/2014	887576 SAN DIEGO REGIONAL TRAINING	TRAVEL		MANAGEMENT & SUPERVISION OF DE	
					001-225-0000-4360	576.00
					Total :	576.00
107418	10/6/2014	887939 ULINE SHIPPING SUPPLIES	61651256		GAS CAN	
					001-346-0000-4340	281.75
					Total :	281.75
107419	10/6/2014	887952 J. Z. LAWMOWER SHOP	10721		EQUIP MAINT	
					001-390-0410-4320	14.17
					Total :	14.17
107420	10/6/2014	887984 EXTENDED STAY AMERICA	TRAVEL		911 POST MANDATE - CRITICAL INCIDE	
					001-225-0000-4360	254.97
					Total :	254.97
107421	10/6/2014	888076 TRUJILLO GRADING & PAVING CO.	61927		RE-PAVE CONCRETE - 1100 TRUMAN A	
					070-383-0000-4260	2,000.00
					Total :	2,000.00
107422	10/6/2014	888241 UNITED SITE SERVICES OF CA INC	114-2269493		PORTABLE TOILET RENTAL @ 501 FIR	
			114-2274401		070-381-0450-4260	550.00
					PORTABLE TOILET RENTAL @ LAYNE F	
					001-390-0410-4260	379.22
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107422	10/6/2014	888241 UNITED SITE SERVICES OF CA INC	(Continued) 114-2293538		PORTABLE TOILET RENTAL @ REC PAI 001-420-0000-4260	143.90
					Total :	1,073.12
107423	10/6/2014	888356 ADVANCED AUTO REPAIR BODY &	1208		REPLACE 8 PLUGS & COIL PACK - PWE 001-320-0311-4400	127.98
			1209		REPLACE REAR BRAKE SPRING 001-320-0370-4400	50.00
			1210		REPLACE A/C HEATER BLOWER MOTC 001-320-0225-4400	131.18
					Total :	309.16
107424	10/6/2014	888392 TRULINE PRINTING, INC.	091614		T-SHIRTS PRINTS 001-420-0000-4300	833.30
					Total :	833.30
107425	10/6/2014	888440 STAPLES CENTER	126670		SENIOR CLUB TRIP - TICKETS TO DISN 004-2384	1,186.00
					Total :	1,186.00
107426	10/6/2014	888442 WESTERN EXTERMINATOR COMPANY	2481620		PEST CONTROL @ RUDY ORTEGA PAF 001-390-7500-4260	51.00
			2524992		PEST CONTROL @ LP PARK 001-390-0460-4260	50.00
			2524993		PEST CONTROL - CITY HALL 001-390-0310-4260	79.50
			2524994		PEST CONTROL @ REC PARK 001-390-0410-4260	72.50
					Total :	253.00
107427	10/6/2014	888468 MAJOR METROPOLITAN SECURITY	1067087		ALARM MONITORING - OCTOBER 2014 001-390-0410-4260	15.00
			1067088		ALARM MONITORING - OCTOBER 2014 001-390-0410-4260	15.00
			1067089		ALARM MONITORING - OCTOBER 2014 001-390-0460-4260	15.00
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107427	10/6/2014	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1067090		ALARM MONITORING - OCTOBER 2014 001-390-0310-4260	15.00
			1067091		ALARM MONITORING - OCTOBER 2014 070-381-0450-4260	15.00
			1067092		ALARM MONITORING - OCTOBER 2014 001-390-0410-4260	15.00
			1067093		ALARM MONITORING - OCTOBER 2014 001-390-0460-4260	15.00
			1067094		ALARM MONITORING - OCTOBER 2014 070-381-0450-4260	15.00
			1067095		ALARM MONITORING - OCTOBER 2014 001-390-0222-4260	15.00
			1067096		ALARM MONITORING - OCTOBER 2014 001-390-0410-4260	15.00
			1067097		ALARM MONITORING - OCTOBER 2014 001-390-0410-4260	15.00
			1067098		ALARM MONITORING - OCTOBER 2014 001-430-0000-4260	15.00
			1067099		ALARM MONITORING - OCTOBER 2014 070-381-0450-4260	15.00
					Total :	195.00
107428	10/6/2014	888629 SPARKLETTS	14101253090714		DRINKING WATER 001-222-0000-4300	70.07
					Total :	70.07
107429	10/6/2014	888633 VALLEY TRAVEL CLUB, INC	03192014		SENIOR TRIP TO SAN MANUEL CASINC 004-2384	250.00
			090914		SENIOR CLUB TRIP TO BIG BEAR LAKE 004-2384	2,700.00
					Total :	2,950.00
107430	10/6/2014	888646 HD SUPPLY WATER WORKS, LTD	C915321		AIR VAC FOR WELLS 2A & 7A 070-384-0000-4320	1,308.00
					Total :	1,308.00
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107431	10/6/2014	888693 VISION INTERNET PROVIDERS, INC.	27863		WEB HOSTING - JULY 2014	
			28137		001-105-0000-4270	200.00
			28358		WEB HOSTING - AUG 2014	
					001-105-0000-4270	200.00
					WEB HOSTING - SEPT 2014	
					001-105-0000-4270	200.00
					Total :	600.00
107432	10/6/2014	888800 BUSINESS CARD	090514		MMAP CONFERENCE IN LAS VEGAS -	
			091214		001-424-0000-4430	3,292.00
			091214		1 YEAR UNLIMITED COMP TRAINING	
					001-310-0000-4360	199.00
					DAY CAMP FIELD TRIP TICKETS	
					004-2391	2,730.00
			091914		MARKETING TOOLS	
					001-420-0000-4260	749.92
					Total :	6,970.92
107433	10/6/2014	889043 ALADIN JUMPERS	08292014		DECORATIONS FOR CITY BIRTHDAY	
					001-424-0000-4300	50.00
					Total :	50.00
107434	10/6/2014	889056 CALLEROS, MARIA	REIMB.		POSTAGE REIMB AND PURCHASE OF	
					001-420-0000-4260	16.95
					001-420-0000-4300	279.18
					Total :	296.13
107435	10/6/2014	889149 STAPLES BUSINESS ADVANTAGE	3241916462		LAMINATING POUCHES, BATTERIES, G	
					001-105-0000-4300	65.32
					Total :	65.32
107436	10/6/2014	889328 FIRST TRANSIT, INC.	10992759		MCT - AUG 2014	
					007-440-0442-4260	19,810.44
					008-310-0000-4260	21,334.32
					Total :	41,144.76
107437	10/6/2014	889503 JTB SUPPLY COMPANY, INC.	98119		LED REPLACEMENTS	
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107437	10/6/2014	889503 JTB SUPPLY COMPANY, INC.	(Continued)		001-371-0301-4300	657.00
					Total :	657.00
107438	10/6/2014	889532 GILMORE, REVA A.	09/06/14 - 09/19/14		FOOD SERVICE MANAGER	
					115-422-3750-4270	585.00
					115-422-3752-4270	84.50
					Total :	669.50
107439	10/6/2014	889533 MARTINEZ, ANITA	09/06/14 - 09/19/14		ASSISTANT FOOD MANAGER	
					115-422-3750-4270	180.00
					Total :	180.00
107440	10/6/2014	889534 RAMIREZ, FRANCISCO	09/06/14-09/19/14		HDM DRIVER	
					115-422-3752-4270	180.00
					115-422-3752-4390	52.00
					Total :	232.00
107441	10/6/2014	889535 GOMEZ, GILBERT	09/06/14-09/19/14		HDM DRIVER	
					115-422-3752-4270	126.00
					115-422-3752-4390	40.04
					Total :	166.04
107442	10/6/2014	889602 RESPOND SYSTEMS	96767		SAFETY GLOVES	
			96846		001-341-0301-4300	216.91
					AED PADS	
					001-222-0000-4300	380.72
					Total :	597.63
107443	10/6/2014	889611 MORRISON MANAGEMENT SPECIALIST	18845201483001		LP SENIOR MEALS - AUG 2014	
					115-422-3750-4260	4,410.00
					115-422-3752-4260	2,349.00
					Total :	6,759.00
107444	10/6/2014	889615 ABI DOCUMENT SUPPORT SERVICES	5529930-01-01		LEGAL SERVICES	
			5531191-01-01		006-190-0000-4800	77.97
					LEGAL SERVICES	
					006-190-0000-4800	69.70
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107444	10/6/2014	889615 ABI DOCUMENT SUPPORT SERVICES	(Continued) 5531191-02-01		LEGAL SERVICES 006-190-0000-4800	69.70
Total :						217.37
107445	10/6/2014	889627 VERIZON CONFERENCING	Z5243031		CONFERENCE CALLS - AUG 2014 001-190-0000-4220	1.71
Total :						1.71
107446	10/6/2014	889644 VERIZON BUSINESS	08778529		CITY HALL LONG DISTANCE 001-190-0000-4220	79.95
			08778530		CITY YARD LONG DISTANCE 070-384-0000-4220	72.30
			08778531		CITY HALL LONG DISTANCE & INTRAL 001-190-0000-4220	222.21
			08778532		POLICE LONG DISTANCE 001-222-0000-4220	283.39
			08778533		CITY YARD LONG DISTANCE 070-384-0000-4220	7.19
			08778534		PARK LONG DISTANCE 001-420-0000-4220	148.44
			08779096		ENGINEERING LONG DISTANCE 001-310-0000-4220	3.60
			08779105		CITY YARD LONG DIST (AIMS NETWORK 070-384-0000-4220	3.60
			08779109		CREDIT CARD LINE 001-190-0000-4220	3.60
			08779110		POLICE LONG DISTANCE 001-222-0000-4220	3.60
			08779111		PARK LONG DISTANCE 001-420-0000-4220	3.97
			08779117		CITY HALL LONG DISTANCE 001-190-0000-4220	1.14
			62667107		LONG DISTANCE SERVICE 001-190-0000-4220	52.42
			62667108		LONG DISTANCE SERVICE 070-384-0000-4220	49.82
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107446	10/6/2014	889644 VERIZON BUSINESS	(Continued) 62667109		LONG DISTANCE SERVICE 001-190-0000-4220	157.46
			62667110		LONG DISTANCE SERVICE 001-222-0000-4220	194.07
			62667111		LONG DISTANCE SERVICE 070-384-0000-4220	4.91
			62667112		LONG DISTANCE SERVICE 001-420-0000-4220	102.46
			62667668		LONG DISTANCE SERVICE 001-310-0000-4220	2.69
			62667677		LONG DISTANCE SERVICE 070-384-0000-4220	2.44
			62667681		LONG DISTANCE SERVICE 001-190-0000-4220	2.46
			62667682		LONG DISTANCE SERVICE 001-222-0000-4220	2.46
			62667683		LONG DISTANCE SERVICE 001-420-0000-4220	2.57
			62667691		LONG DISTANCE SERVICE 001-190-0000-4220	0.63
Total :						1,407.38
107447	10/6/2014	889681 VILLALPANDO, MARIA	09/06/14-09/19/14		FOOD SERVICE WORKER 115-422-3750-4270	225.00
					115-422-3752-4270	45.00
Total :						270.00
107448	10/6/2014	889942 ATHENS SERVICES	179963		STREET SWEEPING - SEPT 2014 001-343-0000-4260	10,100.00
Total :						10,100.00
107449	10/6/2014	889962 GMS ELEVATOR SERVICES, INC	00075283		MONTHLY ELEVATOR SERVICE 001-430-0000-4260	129.00
Total :						129.00
107450	10/6/2014	890090 DEPARTMENT OF INDUSTRIAL	E1212066MR		LP PARK ELEVATOR STATE INSPECTIO	
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107450	10/6/2014	890090 DEPARTMENT OF INDUSTRIAL	(Continued)		001-390-0460-4260	125.00
					Total :	125.00
107451	10/6/2014	890095 O'REILLY AUTO PARTS	4605-09367		WATER WELD	
			4605-115558		001-430-0000-4300 SMALL TOOLS	23.84
			4605-115559		001-320-0000-4340 DOOR ROD CLIP	48.14
			4605-115666		001-320-0390-4400 RADIATOR	4.37
			4605-115882		001-320-0225-4400 FRONT BRAKE PADS	176.39
			4605-116348		001-320-0152-4400 RAD FAN ASSY	35.29
			4605-117026		001-320-0225-4400 RADIATOR FAN	203.66
			4605-117250		001-320-0225-4400 TRAILER CONECTORS FOR FLEET	203.66
			4605-117336		001-1215 FILTERS FOR FLEET	26.25
			4605-117766		001-1215 OIL FILTERS FOR FLEET	4.80
					001-1215	4.80
					Total :	731.20
107452	10/6/2014	890104 ABBA TERMITE & PEST CONTROL	23880		BEE REMOVAL - 1415 GRIFFITH	
					001-346-0000-4260	95.00
					Total :	95.00
107453	10/6/2014	890242 SAFEWAY SIGN COMPANY	100189		SIGNS FOR LAZARD/ SAN FERNANDO	
					001-370-0301-4300	483.75
					Total :	483.75
107454	10/6/2014	890251 ALDERMAN & HILGERS, LLP	1693		LEGAL SERVICES	
			1694		006-190-0000-4800	4,713.70
					LEGAL SERVICES	
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107454	10/6/2014	890251 ALDERMAN & HILGERS, LLP	(Continued)		006-190-0000-4800	119.50
			1695		LEGAL SERVICES	
			1696		006-190-0000-4800	336.00
			1697		LEGAL SERVICES	1,956.00
			1698		006-190-0000-4800	2,964.00
			1699		LEGAL SERVICES	122.80
			1700		006-190-0000-4800	1,877.69
			1725		LEGAL SERVICES	827.56
			1726		006-190-0000-4800	849.50
			1727		LEGAL SERVICES	272.97
			1728		006-190-0000-4800	87.50
			1729		LEGAL SERVICES	277.80
			1730		006-190-0000-4800	36.00
			1731		006-190-0000-4800	828.00
					006-190-0000-4800	300.30
					Total :	15,569.32
107455	10/6/2014	890286 CALIFORNIA CLAIMS	2014-10309		WORKERS COMP ADMIN FEE -	
					001-106-0000-4270	1,500.00
					Total :	1,500.00
107456	10/6/2014	890368 C & M TOPSOIL, INC	22778		FOREST FLOOR - CESAR CHAVEZ ME	
			22785		001-310-0000-4300	218.00
					FOREST FLOOR - CESAR CHAVEZ ME	
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107456	10/6/2014	890368 C & M TOPSOIL, INC	(Continued)			
			22792		001-310-0000-4300 FOREST FLOOR - CESAR CHAVEZ ME	218.00
			22821		001-310-0000-4300 FOREST FLOOR - CESAR CHAVEZ ME	218.00
					001-310-0000-4300	218.00
					Total :	872.00
107457	10/6/2014	890464 R.H.F. INC.	67485		RECERTIFICATION OF LASER GUN	
					001-222-0000-4320	111.00
					Total :	111.00
107458	10/6/2014	890486 LINCOLN AQUATICS	SI249801		PENNANTS	
					001-430-0000-4300	683.08
					Total :	683.08
107459	10/6/2014	890487 SEA-CLEAR POOLS	14-3122		PARTS TO REPAIR CHLORINE PUMP	
					001-430-0000-4300	1,491.95
					Total :	1,491.95
107460	10/6/2014	890561 GCS INC.	60517		JANITORIAL SERVICES CONTRACT#16	
				11103	001-390-0222-4260	3,200.00
				11103	001-390-0310-4260	1,214.00
				11103	001-390-0410-4260	2,007.00
				11103	070-381-0450-4260	1,088.00
				11103	001-390-0460-4260	3,080.00
				11103	001-430-0000-4260	2,850.00
					Total :	13,439.00
107461	10/6/2014	890594 HEALTH AND HUMAN RESOURCE	106468		EAP - SEPT 2014	
					001-106-0000-4260	325.80
					Total :	325.80
107462	10/6/2014	890771 TORRES, CAROLINA	08/19/14 - 09/14/14		ZUMBA INSTRUCTOR	
					017-420-1337-4260	440.00
					Total :	440.00
107463	10/6/2014	890833 THOMSON REUTERS	830221199		LA CLEAR - INVEST TOOL	
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107463	10/6/2014	890833 THOMSON REUTERS	(Continued)			
					001-224-0000-4270	144.32
					Total :	144.32
107464	10/6/2014	890834 SPARKLING IMAGE CORP	55067		CAR WASHES FOR AUG 2014	
					001-222-0000-4320	165.00
					Total :	165.00
107465	10/6/2014	890838 BLUE TARP FINANCIAL	31243291		LIFT WINCH - PK3325	
					001-320-0390-4400	266.38
					Total :	266.38
107466	10/6/2014	890879 EUROFINS EATON ANALYTICAL, INC	485790		WATER ANALYSIS FOLDERS	
			L0178441		070-384-0000-4260 WATER ANALYSIS FOLDERS	-1,050.00
			L0180502		070-384-0000-4260 WATER ANALYSIS FOLDERS	144.00
			L0180887		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0180976		070-384-0000-4260 WATER ANALYSIS FOLDERS	164.00
			L0180980		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0181510		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0182369		070-384-0000-4260 WATER ANALYSIS FOLDERS	164.00
			L0182376		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0182377		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0182667		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0182674		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0183019		070-384-0000-4260 WATER ANALYSIS - F496960	139.60
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107466	10/6/2014	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0183186		070-384-0000-4260 WATER ANALYSIS FOLDERS	164.00
			L0183187		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
			L0183871		070-384-0000-4260 WATER ANALYSIS - F497814	268.80
					070-384-0000-4260	164.00
					Total :	1,275.20
107467	10/6/2014	890965 LA SOLUTIONS	070-2726		QUICK COUPLER DEPOSIT REFUND	
					070-2726	100.00
					Total :	100.00
107468	10/6/2014	890966 SCHOEPNER SHOWS	070-2732		QUICK COUPLER DEPOSIT REFUND	
					070-2732	107.05
					Total :	107.05
107469	10/6/2014	890981 FAJARDO, JOEL	TRAVEL REIMB.		LEAGUE OF CA. CITIES CONFERENCE	
					001-101-0103-4370	782.32
					Total :	782.32
107470	10/6/2014	891064 SIEMENS INDUSTRY INC	56200004355		LOOPS @ MACLAY/GLENOAKS, CK FL	
					001-370-0000-4260	600.00
					Total :	600.00
107471	10/6/2014	891081 INTERSTATE ALL BATTERY CENTER	1909301001555		DEPT SUPPLIES, BATERIES FOR SHOF	
					001-320-0301-4300	39.56
					Total :	39.56
107472	10/6/2014	891082 ATKINSON-BAKER INC	A70C8F8AA		LEGAL SERVICES	
			A804370AA		006-190-0000-4800	693.75
					LEGAL SERVICES	
					006-190-0000-4800	441.65
					Total :	1,135.40
107473	10/6/2014	891102 CERVANTES, BIANCA	081614		SCORE KEEPER	
					017-420-1328-4260	80.00
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107473	10/6/2014	891102 CERVANTES, BIANCA	(Continued)			
			082314		SCORE KEEPER	
					017-420-1328-4260	80.00
					Total :	160.00
107474	10/6/2014	891127 HALL & FOREMAN, INC	2813867	11116	AS-NEEDED CONSULTING ENGINEERII	
					072-360-0000-4270	1,720.00
					Total :	1,720.00
107475	10/6/2014	891129 DAVIS ENTERPRISES	070-2252		QUICK COUPLER DEPOSIT REFUND	
					070-2252	160.00
					Total :	160.00
107476	10/6/2014	891130 LEADINGEDGE PLUMBING	LE2589		STORM DRAIN CLEAN & TV - 1400 BLK	
					001-311-0000-4600	1,105.00
					Total :	1,105.00
107477	10/6/2014	891141 OLIVAREZ MADRUGA, P.C.	12339		LEGAL SERVICE - JULY 2014	
					001-110-0000-4270	7,820.73
					070-110-0000-4270	340.00
					073-110-0000-4270	760.00
					Total :	8,920.73
107478	10/6/2014	891188 LIBRARY BISTRO	10848		ORAL BOARD LUNCH	
			11591		001-106-0000-4270	61.97
					ORAL BOARD LUNCH	
					001-106-0000-4270	76.00
					Total :	137.97
107479	10/6/2014	891209 AUTONATION SSC	195134		CONNECTOR - PD3031	
			195596		001-320-0225-4400	34.77
					BLOWER SPEED SWITCH - PW2487	
					001-320-0311-4400	30.18
					Total :	64.95
107480	10/6/2014	891219 GOSS, JOSEPH P	REIMB.		CANOPY TENT	
					001-430-0000-4300	245.24
						Page: 32

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Bank code : bank			
Voucher	Date	Vendor	Amount
107480	10/6/2014	891219 GOSS, JOSEPH P	(Continued)
107481	10/6/2014	891224 SOLORIO, JOSE	REPLACE 103042
			REPLACE STALE DATED CK#103042
			017-2140
			Total : 245.24
107482	10/6/2014	891252 TIMECLOCK PLUS	33767
			11114
			SYSTEMS SUPPORT CONTRACT RENE
			001-190-0000-4320
			Total : 2,225.16
107483	10/6/2014	891270 SARGSYAN, NAREH	08/19/14 - 09/17/14
			PILATES INSTRUCTOR
			017-420-1337-4260
			Total : 180.00
107484	10/6/2014	891311 TORRES, RITA	09/06/14 - 09/19/14
			ENP SUBSTITUTE
			115-422-3750-4270
			115-422-3752-4270
			Total : 90.00
107485	10/6/2014	891317 PCI	16618
			11125
			THERMOPLASTIC CROSSWALK & TRAI
			001-311-0000-4600
			Total : 2,425.00
107486	10/6/2014	891329 MIKE'S TIRE MAN INC	0016905
			0016972
			TIRE FOR FLEET
			001-1215
			TIRES FOR FLEET
			001-1215
			Total : 1,407.22
107487	10/6/2014	891355 NAREZ, FABIAN	AUG 2014
			MMAPI MENTOR/INSTRUCTION
			109-424-3656-4260
			Total : 112.50
107488	10/6/2014	891377 REYES, JOSE	09/06/14 - 09/19/14
			HDM DRIVER
			115-422-3752-4270
			115-422-3752-4390
			Total : 71.16

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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
107489	10/6/2014	891385 FITZSIMMONS, IAN	090914		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	100.00	
					Total :	100.00	
107490	10/6/2014	891415 FRANCO, GUSTAVO	091514		SENIOR HALLOWEEN DANCE - MUSIC 004-2380	900.00	
					Total :	900.00	
107491	10/6/2014	891530 SUPERIOR LIFE SUPPORT INC	100001925	11098	DEFIBRILLATORS 001-222-0000-4320 001-222-0000-4320	6,375.85 573.83	
					Total :	6,949.68	
107492	10/6/2014	891531 WILLDAN ENGINEERING	00317730	11129	AS NEEDED ENGINEERING SERVICES 001-310-0000-4270	3,847.50	
			00317857	11106	ENHANCED WATERSHED MANAGEMEN 001-310-0000-4270	816.25	
			00317916	11129	AS NEEDED ENGINEERING SERVICES 001-310-0000-4270	4,130.00	
					Total :	8,793.75	
107493	10/6/2014	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & EMAIL-SEP 001-190-0000-4220	50.95	
					Total :	50.95	
107494	10/6/2014	891542 MR "B" PRINTING INC.	28777		CARD STOCK FOR JAM ADVERTISEME 001-424-0000-4300	98.10	
			29277		FALL INTO FITNESS FLYERS 017-420-1337-4300	523.20	
					Total :	621.30	
107495	10/6/2014	891570 INNOVATIVE TELECOM. SYSTEMS	1346		DIAGNOSE PHONE PROB @ LP PARK 001-190-0000-4320	115.00	
					Total :	115.00	
107496	10/6/2014	891573 PERFORMANCE TRUCK & TRAILER	IN22688		POWER TAMERS FOR PATROL EQUIP 001-320-0225-4400	242.98	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107496	10/6/2014	891573 891573 PERFORMANCE TRUCK & TRAILER	(Continued)			Total : 242.98
107497	10/6/2014	891577 BEALL, JOSHUA	08/19/14 - 09/17/14		BODY SCULPT INSTRUCTOR 017-420-1337-4260	75.00 Total : 75.00
107498	10/6/2014	891610 VIKING DEMOLITION	070-2959		EDDY VALVE DEPOSIT REFUND 070-2959	828.16 Total : 828.16
107499	10/6/2014	891611 EPI CONSTRUCTION	070-2520		EDDY VALVE DEPOSIT REFUND 070-2520	536.74 Total : 536.74
107500	10/6/2014	891616 KARCHER ENVIRONMENTAL INC	070-2745		EDDY VALVE DEPOSIT REFUND 070-2745	985.48 Total : 985.48
107501	10/6/2014	891617 PRES-TECH	7873 7876		VALVE LOCATOR REPAIR 070-383-0000-4320 VALVE LOCATOR REPAIR 070-383-0000-4320	92.65 280.00 Total : 372.65
107502	10/6/2014	891618 OROZCO, MARGARET	889670		SENIOR TRIP REFUND 004-2384	20.00 Total : 20.00
107503	10/6/2014	891619 URRIETA, ELGA	2000148.001		DAY CAMP REFUND 017-3770-1399	215.00 Total : 215.00
107504	10/6/2014	891620 MELGOZA, GILBERT	SF2130807002		PARKING CITATION REFUND 001-3430-0000	55.00 Total : 55.00
107505	10/6/2014	891621 TERRACE EMERGENCY PHYS MED GRP	567064245		PROFESSIONAL SERVICES 001-225-0000-4350	35.00
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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
107505	10/6/2014	891621 891621 TERRACE EMERGENCY PHYS MED GRP	(Continued)			Total :	35.00	
107506	10/6/2014	891622 FARMER BROTHERS	60242748		COFFEE & CREAMER		359.37	
			60242771		001-222-0000-4300		229.37	
					COFFEE & CREAMER		229.37	
					001-222-0000-4300	Total :	588.74	
107507	10/6/2014	891624 RUIZ, JOSEPHINA	1887187		SETTLEMENT PAYMENT		500.00	
					006-190-0000-4800	Total :	500.00	
107508	10/6/2014	891627 MEDICARE	86633926		DEMAND PAYMENT		23,032.67	
					001-180-0000-4127	Total :	23,032.67	
107509	10/6/2014	891628 BERNARDS BROS INC	070-2801		METER INSTALL DEP REFUND		1,899.26	
					070-2801	Total :	1,899.26	
185 Vouchers for bank code :		bank				Bank total :	559,506.43	
185 Vouchers in this report						Total vouchers :	559,506.43	

Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107323	9/18/2014	101920 LIEBERT CASSIDY WHITMORE	1391185		LEGAL SERVICES 001-112-0000-4270	199.50
			1391186		LEGAL SERVICES 001-112-0000-4270	13,667.87
			1391188		LEGAL SERVICES 001-112-0000-4270	3,206.10
			1392762		LEGAL SERVICES 001-112-0000-4270	554.00
			1392763		LEGAL SERVICES 001-112-0000-4270	280.50
			1392764		LEGAL SERVICES 001-112-0000-4270	447.50
Total :						18,355.47
1 Vouchers for bank code : bank						Bank total : 18,355.47
1 Vouchers in this report						Total vouchers : 18,355.47

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107132	9/3/2014	102519 P.E.R.S.	DEMAND		HEALTH INS. BENEFITS-SEPTEMBER 2001-1160	165,608.95
					Total :	165,608.95
107133	9/3/2014	101373 GOVERNMENT FINANCE	NONPO		FY2015-BUDGET PRESENTATION AWAIR 001-130-0000-4380	330.00
					Total :	330.00
107134	9/4/2014	100221 ORTEGA, SYLVIA	TRAVEL		CLETS USERS GROUP SEMINAR ON 001-222-0000-4360	130.00
					001-222-0000-4390	412.82
					001-222-0000-4360	32.00
					Total :	574.82
107135	9/4/2014	891589 DOUBLE TREE BY HILTON	TRAVEL		CLETS USERS GROUP SEMINAR ON 001-222-0000-4360	453.82
					Total :	453.82
107136	9/4/2014	887387 CCUG	TRAVEL		CLETS USERS GROUP SEMINAR ON 001-222-0000-4360	400.00
					Total :	400.00
107182	9/11/2014	103648 CITY OF SAN FERNANDO	PR 9-12-14		REIMB. FOR PAYROLL W/E 9-5-14	327,688.42
					001-1003	789.32
					007-1003	2,739.20
					008-1003	2,938.81
					010-1003	2,356.86
					011-1003	265.37
					012-1003	1,682.56
					017-1003	92,580.81
					018-1003	2,968.18
					027-1003	2,293.89
					029-1003	42,355.84
					070-1003	13,656.81
					072-1003	1,144.10
					101-1003	

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107182	9/11/2014	103648 CITY OF SAN FERNANDO	(Continued)		103-1003 104-1003 115-1003	3,583.18 3,561.93 2,205.53
					Total :	502,810.90
107314	9/15/2014	101813 L.A.C.M.T.A.	NONPO		TDA ARTICLE 3 FY13-14 FUND BALANC 015-190-0000-4450	3,304.63 3,304.63
107315	9/16/2014	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION SERVICE PLAN-SEPTEMBER 2011-1160	2,285.72 2,285.72
107316	9/16/2014	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - SEPT 001-1160	381.81 381.81
107317	9/16/2014	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - SEPT 001-1160	381.81 381.81
107318	9/16/2014	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - SEPT 001-1160	11,250.38 11,250.38
107319	9/16/2014	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - SEPTEMBER 001-1160	2,749.05 2,749.05
107320	9/16/2014	891612 RAMIREZ, VANESSA	2014LVMC-30		MMAP CONFERENCE IN LAS VEGAS - 109-424-3656-4260	3,942.40 3,942.40
107321	9/16/2014	889386 VENTIMIGLIA, PAUL	SETTLEMENT		SETTLEMENT PAYMENT 001-110-1065-4270	33,466.64 33,466.64

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107322	9/16/2014	891613 GASPARD CASTILLO	SETTLEMENT		SETTLEMENT PAYMENT 001-110-1065-4270	30,533.36
					Total :	30,533.36
107324	9/25/2014	103648 CITY OF SAN FERNANDO	PR 9-26-14		REIMB FOR PAYROLL W/E 9-19-14	
					008-1003	2,739.14
					001-1003	322,473.47
					007-1003	956.82
					011-1003	2,497.42
					012-1003	265.39
					017-1003	959.41
					018-1003	93,322.75
					027-1003	3,083.49
					029-1003	2,306.51
					070-1003	40,253.36
					072-1003	13,709.91
					101-1003	1,719.61
					103-1003	4,616.74
					104-1003	4,313.05
					115-1003	1,865.95
					Total :	495,083.02
16 Vouchers for bank code : bank						Bank total : 1,253,557.31
16 Vouchers in this report						Total vouchers : 1,253,557.31

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107164	9/4/2014	100916 DEIBEL, PAUL	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					Total :	29.15
107165	9/4/2014	101466 HARVEY, DEVERY MICHAEL	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	285.23
					Total :	285.23
107166	9/4/2014	101926 LILES, RICHARD	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127 072-180-0000-4127	236.49 236.49
					Total :	472.98
107167	9/4/2014	102126 MARTINEZ, MIGUEL	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 070-180-0000-4127	186.88
					Total :	186.88
107168	9/4/2014	102473 ORDELHEIDE, ROBERT	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	402.16
					Total :	402.16
107169	9/4/2014	102864 RIVETTI, DOMINICK	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	180.88
					Total :	180.88
107170	9/4/2014	103175 SKOBIN, ROMELIA	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	246.18
					Total :	246.18
107171	9/4/2014	891013 BRUNWIN, HERBERT	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					Total :	29.15
107172	9/4/2014	891021 GUIZA, JENNIE	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					Total :	29.15

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107173	9/4/2014	891027 LOCKETT, JOANN	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	29.15
					Total :	29.15
107174	9/4/2014	891028 MANTHEY, DONALD	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	183.83
					Total :	183.83
107175	9/4/2014	891031 ORTEGA, JIMMIE	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	58.30
					Total :	58.30
107176	9/4/2014	891032 OTREMB, EUGENE	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	40.26
					Total :	40.26
107177	9/4/2014	891351 GARCIA, DEBRA	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	274.26
					Total :	274.26
107178	9/4/2014	891352 HADEN, SUSANNA	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	143.76
					Total :	143.76
107179	9/4/2014	891353 PEAVY, JOSEPH	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	186.88
					Total :	186.88
107180	9/4/2014	891354 RAMIREZ, ROSALINDA	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	71.88
					Total :	71.88
107181	9/4/2014	891504 POLLOCK, CHRISTINE	SEPTEMBER 2014		CALPERS HEALTH INS. REIMB. 001-180-0000-4127	34.81
					Total :	34.81
18 Vouchers for bank code : bank						Bank total : 2,884.89

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
18		Vouchers in this report			Total vouchers :	2,884.89

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107137	9/4/2014	100306 BARNARD, LARRY	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	42.58 42.58
107138	9/4/2014	100642 CASTRO, RICO	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	402.16 402.16
107139	9/4/2014	100913 DECKER, CATHERINE	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	58.30 58.30
107140	9/4/2014	100995 DRAKE, MICHAEL	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127 072-180-0000-4127	14.57 14.58 29.15
107141	9/4/2014	100996 DRAKE, JOYCE	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	266.41 266.41
107142	9/4/2014	101538 HOUGH, RAY	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	295.56 295.56
107143	9/4/2014	101933 LITTLEFIELD, LESLEY	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 58.30
107144	9/4/2014	102206 MILLER, WILMA	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15
107145	9/4/2014	102232 MIURA, HOWARD	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107146	9/4/2014	103394 TORRES, RACHEL	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15 29.15
107147	9/4/2014	103643 WEDDING, JERRY	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30 58.30
107148	9/4/2014	103727 WYSBEEK, DOUDE	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15 29.15
107149	9/4/2014	103737 YNIGUEZ, LEONARD	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	183.83 183.83
107150	9/4/2014	889063 AGORICHAS, JOHN	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	9.02 9.02
107151	9/4/2014	891010 MAERTZ, ALVIN	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	399.43 399.43
107152	9/4/2014	891011 APODACA-GRASS, ROBERTA	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 58.30
107153	9/4/2014	891014 CREEKMORE, CASIMIRA	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15
107154	9/4/2014	891016 DEATON, MARK	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	472.98 472.98
107155	9/4/2014	891017 ELDRIDGE, WANDA	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107155	9/4/2014	891017 891017 ELDRIDGE, WANDA	(Continued)			29.15
107156	9/4/2014	891020 GLASGOW, ROBERT	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	89.77 89.77
107157	9/4/2014	891023 HATFIELD, JAMES	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	40.26 40.26
107158	9/4/2014	891024 HOOKER, RAYMOND	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	25.40 25.40
107159	9/4/2014	891034 RAMSEY, JAMES	SEPTEMBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	274.26 274.26
107160	9/4/2014	891035 SHERWOOD, NINA	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	20.13 20.13
107161	9/4/2014	891036 WATT, DAVID	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30 58.30
107162	9/4/2014	891037 WEBB, NANCY	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	137.13 137.13
107163	9/4/2014	891038 WAITE, CURTIS	SEPTEMBER 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	45.53 45.53
27 Vouchers for bank code : bank						Bank total : 3,200.00
27 Vouchers in this report						Total vouchers : 3,200.00

Page: 3

vchlist
09/04/2014 11:30:53AM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank

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

Page: 4

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager
By: Elena G. Chávez, City Clerk

Date: October 6, 2014

Subject: Adoption of Resolutions Required for the General Municipal Election to be Held on March 3, 2015

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7637 (Attachment "A") calling for the holding of a General Municipal Election to be held on Tuesday, March 3, 2015, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities;
- b. Adopt Resolution No. 7638 (Attachment "B") requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, March 3, 2015; and
- c. Adopt Resolution No. 7639 (Attachment "C") consenting to an election consolidation with the City of Los Angeles, including the Los Angeles Community College District and the Los Angeles Unified School District and ordering that the four seats on the Board of Trustees of the Los Angeles Community College District appear on the ballot of the General Municipal Election to be held on Tuesday, March 3, 2015.

BACKGROUND/ANALYSIS:

In order to proceed with the General Municipal Election, three Resolutions must be adopted:

1. Calling Election - In addition to giving notice of the election, this Resolution sets the stipend for Inspectors, Clerks, training, and polling place rental.
2. Requesting County of Los Angeles Services - In preparation for the election, the City of San Fernando will require the County of Los Angeles to provide services including voter and precinct information, voter signature verification services, and election equipment and assistance as needed according to State law.

Adoption of Resolutions Required for the General Municipal Election to be Held on March 3, 2015Page 2 of 2

3. Consolidating with City of Los Angeles - The City of Los Angeles has requested to consolidate their Primary Nominating Election with the City of San Fernando's General Municipal Election. Over the past 12 years, the San Fernando City Council has agreed to the consolidation and in doing so, the City of San Fernando's election costs are significantly reduced (i.e., in 2011, the City of Los Angeles reimbursed the City of San Fernando approximately \$19,000 for their portion of the expenses).

BUDGET IMPACT:

Funding is included in the City's Fiscal Year 2014-2015 Budget. If the City Council chooses to consolidate elections with the City of Los Angeles, the City of San Fernando will realize a savings of approximately \$20,000.

ATTACHMENTS:

- A. Resolution No. 7637 – Calling Election
- B. Resolution No. 7638 – Requesting County Services
- C. Resolution No. 7639 – Consolidating with City of Los Angeles

ATTACHMENT "A"

RESOLUTION NO. 7637

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, CALLING FOR THE HOLDING
OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, MARCH 3, 2015, FOR THE ELECTION OF CERTAIN
OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS
OF THE STATE OF CALIFORNIA RELATING TO GENERAL
LAW CITIES**

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California General Municipal Election shall be held on March 3, 2015, for the election of Municipal Officers.

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

SECTION 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of San Fernando, California, on Tuesday, March 3, 2015, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years.

SECTION 2: That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3: That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4: That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5: That pursuant to Elections Code §12310, a stipend for services for the persons named as precinct board members is fixed at the sum of \$125 for each Inspector and \$100 for each Clerk for the election. In addition, the sum of \$25 will be given to each precinct Board Member to attend a mandatory training class and the sum of \$25 to be given to each Inspector to pick up the precinct supplies. The rental for each polling place, where a charge is made, shall be the sum of \$100 for the election.

SECTION 6: That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7: That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official, the City Council, in accordance with Elections Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot (i.e., coin toss, draw straws, drawing of names).

SECTION 9: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 10: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 6th day of October, 2014.

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 duly adopted by the City Council at a regular meeting held on the 6th day of October 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESOLUTION NO. 7638**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 3, 2015

WHEREAS, a General Municipal Election is to be held in the City of San Fernando, California, on March 3, 2015; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of San Fernando.

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

SECTION 1: That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the county uses for their elections;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed; and

5. Make available to the City election equipment and assistance as needed according to State law.

SECTION 2: That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3: That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution.

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

PASSED, APPROVED AND ADOPTED this 6th day of October, 2014.

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 duly adopted by the City Council at a regular meeting held on the 6th day of October 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "C"**RESOLUTION NO. 7639**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, CONSENTING TO AN ELECTION CONSOLIDATION WITH THE CITY OF LOS ANGELES, INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND ORDERING THAT THE FOUR (4) SEATS ON THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT APPEAR ON THE BALLOT OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 3, 2015

WHEREAS, a General Municipal Election will be held on Tuesday, March 3, 2015 and has been called by Resolution No. 7637, adopted by the City Council of the City of San Fernando on October 6, 2014; and

WHEREAS, in accordance with the City of Los Angeles' Resolution adopted on September 30, 2014, the City Council of the City of San Fernando is hereby requested to consent to a consolidation with the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District, with the City's General Municipal Election scheduled to be held March 3, 2015; and

WHEREAS, the City of Los Angeles agrees to pay its' proportionate share of the costs relating to the conduct of this election.

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

SECTION 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, the City Council of the City of San Fernando hereby consents to consolidating the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District for the purpose of electing four (4) Members of the Board of Trustees for the Los Angeles Community College District in Districts 1, 3, 5, and 7 with the General Municipal Election of the City of San Fernando.

SECTION 2: In the event it appears at a later time that it would be in the best interest of the voters in the City of San Fernando to conduct these elections concurrently, instead of by consolidation, then only a verbal agreement between the two City Clerks is required to do so. A concurrent election is when each city conducts its own election separately, but using the same polling places and sharing election workers. Voters will walk in, sign a Roster and vote a City of San Fernando ballot, deposit it in the City of San Fernando ballot box, and then sign a second Roster, vote a City of Los Angeles ballot and deposit it in the City of Los Angeles ballot box. The voters will get a sample ballot from each city, and will have to apply to each city for a vote by mail ballot from the respective city.

SECTION 3: In the event that the General Municipal Election to be held in the City of San Fernando should be cancelled due to insufficient candidates, then the City of Los Angeles will be responsible for the conduct of their election within the boundaries of the City of San Fernando.

SECTION 4: That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5: That the City Clerk shall forward without delay, a copy of said Resolution to the Los Angeles County Board of Supervisors, the Los Angeles County Registrar-Recorder/County Clerk, and to the City Clerk of the City of Los Angeles.

SECTION 6: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 6th day of October, 2014.

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 duly adopted by the City Council at a regular meeting held on the 6th day of October 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager
By: Elena G. Chávez, City Clerk

Date: October 6, 2014

Subject: Consideration to Approve a Contract Services Agreement with Martin & Chapman Co. for Services Relating to the General Municipal Election on March 3, 2015

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Contract Services Agreement (Attachment "A" - Contract No. 1765) with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the General Municipal Election on March 3, 2015; and
- b. Authorize the City Manager to execute the Agreement with Martin & Chapman Co.

BACKGROUND:

1. In November 1994, City Council adopted Ordinance No. 1452 which states that the General Municipal Election will be held on the first Tuesday after the first Monday in March of each odd-number year. The next General Municipal Election is scheduled for March 3, 2015.
2. On October 6, 2014, City Council is scheduled to adopt three Resolutions (i.e., Calling the Election, Requesting County of Los Angeles Services, and Consolidating with the City of Los Angeles) in preparation for the upcoming election.
3. On March 3, 2015, the City will hold its General Municipal Election. The large scope of activities involved in properly executing an election, and the numerous legal requirements, will require the City Clerk to obtain part-time and outside assistance.

Consideration to Approve a Contract Services Agreement with Martin & Chapman Co. for Services Relating to the General Municipal Election on March 3, 2015Page 2 of 3

ANALYSIS:

During the six-month period (i.e., November 2014 to April 2015), the City Clerk will dedicate most of her time organizing and managing all aspects of the election process such as:

- Respond to requests for information from the public, staff, and candidates for office regarding the election and election process;
- Prepare resolutions requiring City Council approval and action (before and after the election);
- Prepare candidate packets for the nomination period;
- Verify all signatures on candidates' nomination papers;
- Receive and process all applications for vote by mail ballots;
- Prepare, publish, and post all required notices (before, during, and after election);
- Recruit precinct workers, ensure they are properly trained, and process payroll after the election;
- Designate and secure polling places;
- Order, assemble and distribute materials and supplies for polling locations;
- Supervise poll workers and City employees working election day and night;
- Assist candidates and committees with questions and filing of pre-election Fair Political Practices Commission (FPPC) forms;
- Ensure transparency of the official canvass and conduct public manual tally of ballots; and
- Interface with outside agencies such as County of Los Angeles Registrar-Recorder/County Clerk, City of Los Angeles Elections Division, and the Secretary of State during this period; and
- Day-to-day unanticipated work, questions, and visitors related to the election.

The implementation and coordination of an election requires the acquisition of specialty materials and supplies including nomination petitions; forms and notices; official ballots; sample ballot pamphlets (typesetting, printing, and mailing of); rosters of voters; vote by mail supplies and tracking system software; and precinct kits (i.e., provisional voting materials, signs, etc.). All materials must be translated to meet Voting Rights Act and Help America Vote Act Federal requirements.

Martin & Chapman Co. (located in Anaheim) is the elections consultant/supplier of choice for over 65 cities in the County of Los Angeles (including San Fernando) who conduct their own elections. More than 400 cities, counties and associations in California and Nevada are clients. Martin & Chapman Co. has a widespread, outstanding reputation, and takes a proactive stance in working with cities in meeting State and Federal requirements.

In addition to the assistance of Martin & Chapman Co, staff is also requesting that the City Council authorize part-time help in the City Clerk's office due to the increase workload.

Consideration to Approve a Contract Services Agreement with Martin & Chapman Co. for Services Relating to the General Municipal Election on March 3, 2015Page 3 of 3

BUDGET IMPACT:

Funding is included in the City's Fiscal Year 2014-2015 Budget.

CONCLUSION:

Martin & Chapman Co. is the only full service vendor in California that provides a unique combination of services specializing in municipal elections. Staff is recommending approval of sole source procurement pursuant to the bidding exception as noted in the San Fernando City Code Division 6, Section 2-806 (Bidding Exceptions).

ATTACHMENT:

A. Contract No. 1765

ATTACHMENT "A"
CONTRACT NO. 1765

2014

CONTRACT SERVICES AGREEMENT

(Engagement: Election Services and Supplies for the General Municipal Election on March 3, 2015)

(Parties: The City of San Fernando and Martin & Chapman Co.)

THIS 2014 CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Martin & Chapman Co. (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

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

WHEREAS, the CITY requires election services and supplies in connection with the General Municipal Election on March 3, 2015; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such contract services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.**SCOPE AND PROSECUTION OF WORK; COMPENSATION**

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:**

- A. **This Agreement shall have a term commencing October 6, 2014 to June 30, 2015.** Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. In consideration for the performance of the Services, CONSULTANT shall be paid not-to-exceed amount of Thirty-five Thousand Dollars (\$35,000) unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION:

- A. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.
- B. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Services but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Services.
- B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Elena G. Chávez, City Clerk (hereinafter, the "CITY" Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Scott Martin, President and Owner, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
 - B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized

by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Services shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Services.
- 2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed.

- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES: CONSULTANT agrees that it 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:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT 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, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Services. Upon CITY's written request, CONSULTANT 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 CONSULTANT 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.
- 3.8 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; 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 CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 3.9 **SUBCONTRACTORS INSURANCE COVERAGE:** CONSULTANT 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 CONSULTANT under this Article.

- 3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV.
INDEMNIFICATION

4.1 The Parties agree that City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.

4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.7 The City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

V.

TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Services which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Scott Martin, President
Martin & Chapman Co.
1951 Wright Circle
Anaheim, CA 92806
scott@martinchapman.com
Tel: (714) 939-9866
Fax: (714) 939-9870

CITY:

Elena G. Chávez, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340
echavez@ci.san-fernando.ca.us
Tel: (818) 898-1204
Fax: (818) 361-7631

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.
- 6.7 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By: _____

Brian Saeki
City Manager

APPROVED AS TO FORM:

By: _____

Rick R. Olivarez
City Attorney**CONSULTANT:**

Martin & Chapman Co.

By: _____

Scott Martin
President

EXHIBIT "A"**SCOPE OF SERVICES**

Contractor shall render the following services in connection with the City of San Fernando's General Municipal Election to be held on Tuesday, March 3, 2015:

- a. The Contractor shall furnish to the City the election services and supplies which shall include, but not be restricted to the following:
 - Pre-election supplies - Instruction and procedures manuals
 - Calendar of Events / Target Dates
 - Nomination supplies
 - Vote by Mail ballot supplies
 - Precinct supplies
 - Reports – voter registration and polling places
 - Vote by Mail tracking system
 - Mailing Labels for Permanent Vote by Mail ballots and Sample Ballots
 - Sample Ballots/Voter information pamphlets
 - Official Ballots, including test/duplicate ballots and privacy sleeves
 - Ballot counting services/election night supplies
 - Foreign language translation services
 - Insert and mail Permanent Vote by Mail ballots (optional)
 - Mailing services – for Sample Ballots
 - Delivery services
- b. Consultant shall be "on call" by telephone. This means that Consultant shall be available at any time during regular business hours to the Contract Officer, or his/her designee, prior to and during the election, and until the completion of the official canvass of the election, and during the same period to, upon request, appear in person and work in cooperation with the Contract Officer, or his/her designee, upon any election task or problems which may arise.
- c. Consultant shall furnish additional working forms, outlines, check lists and schedules which will aid the Contract Officer, or his/her designee, in keeping track of procedural details of the election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Consultant's "Election Handbook", "Order Form for Cities Conducting Own Election", and "City Information Fact Sheet Regarding Your Upcoming Election".
- d. Consultant shall prepare and mail the Voter Information Pamphlets to all eligible voters in the city no later than 21 days prior to the election.
- e. Consultant shall secure the services of qualified foreign language translators to ensure that all relevant election materials comply with the federal Voting Rights Act and state election laws.
- f. Consultant shall otherwise provide such special and unique services, in close cooperation with the Contract Officer, or his/her designee, as may be necessary for the successful conduct of the election.

In performing Services, CONSULTANT shall be impartial as to all issues on the ballot and treat all persons impartially, including, but not limited to, political action committees and their representatives.

EXHIBIT "B"

PROJECT SCHEDULE

Anticipated Commencement Date: October 6, 2014

Anticipated Completion Date: June 30, 2015

EXHIBIT "C"**SCHEDULE OF COMPENSATION**

1. Compensation for supplies provided and services rendered pursuant to the terms of this contract shall not exceed \$35,000.
2. Payment will be made in two installments by the City, upon the completion of the delivery of the supplies and the furnishing of the required services for the election and subsequent to the City's receipt of an invoice from Consultant.
 - a. The first installment shall compensate Consultant for the candidate statement portion of the sample ballot pamphlet.
 - b. The second installment shall compensate Consultant for all other services rendered by Consultant upon completion of the election.
3. In the event that more or less supplies are actually furnished than is shown in this Agreement, the varied amount of such supplies will be billed accordingly. Estimated pamphlet prices are based on the number of registered voters and the election materials will be provided to voters in English, and Spanish, and the City therefore understands that the number of pages may increase or decrease accordingly.

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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: October 6, 2014

Subject: Review of Traffic Conditions and Consideration to Install Stop Signs at the Intersection of Kalisher Street and Pico Street

RECOMMENDATION:

It is recommended that the City Council approve street striping plans and concur with the Transportation and Safety Commission's findings to install marked crosswalks at the intersection of Kalisher Street and Pico Street and stop controls at north/south Kalisher Street at Pico Street.

BACKGROUND:

The Transportation and Safety Commission recently reviewed a request to evaluate traffic conditions in the vicinity of Kalisher Street and Pico Street. Several adjacent residents filed a petition indicating pedestrian and vehicle safety concerns, due to the lack of marked crosswalks and the lack of a stop sign for north/southbound vehicles. A traffic study was conducted at the location, including a warrant study to determine if the installation of stop controls and crosswalks was appropriate. After studying the location, it was determined that the intersection meets the City's requirements for installation of stop controls and crosswalks in a residential area. Based on the review of the location, the Transportation and Safety Commission concurred with the recommendation to install stop controls and marked crosswalks to help improve pedestrian and traffic safety.

ANALYSIS:

Kalisher Street is a north/south, two lane residential street with a prima facie speed limit of 25 mph and a width of approximately 36 feet. Traffic on Kalisher Street is required to stop at San Fernando Road and at Coronel Street (in immediate vicinity of the intersection at Kalisher Street/Pico Street). A senior citizen housing complex is located at 333 South Kalisher Street, immediately adjacent to the intersection. Uses along Kalisher Street include mostly residential homes, with some multi-family housing and commercial properties in the vicinity.

Review of Traffic Conditions and Consideration to Install Stop Signs at the Intersection of Kalisher Street and Pico Street

Page 2 of 4

Pico Street is an east/west, two lane residential street with a prima facie speed limit of 25 mph and a width of approximately 36 feet. Traffic on Pico Street is required to stop at the intersection of Kalisher Street. Uses along Pico Street include mostly residential homes, with some multi-family housing and commercial properties in the vicinity. A neighborhood overview and on-street view is included for further information (Attachment "A").

Warrant Study Analysis

A field investigation and traffic counts were conducted at the intersection of Kalisher Street and Pico Street during the week of August 11, 2014, after school session resumed at nearby schools. Both a traffic count of turn movements and pedestrian activities was conducted at the intersection.

Based on the analysis of these counts, it was determined that the peak hours of traffic movements were as follows:

Time	N/B and S/B on Kalisher Street (Major Approach)	E/B and W/B on Pico Street (Minor Approach)	Approach Requirement Satisfied?
11 am – 12 pm	312	144	Yes
12 – 1 pm	323	151	Yes
1 – 2 pm	344	179	Yes
2 – 3 pm	328	151	Yes

Based on this information, the peak hour of travel was observed between 1 pm and 2 pm, Attachment "B" includes the full warrant analysis of movements.

In addition, an accident investigation was conducted using the last five available years from Statewide Integrated Traffic Records System (SWITRS) records for the intersection of Kalisher Street and Pico Street. The records research found that there was one reported accident on September 24, 2008.

Findings

The criteria for determining if all-way stop controls are warranted is based on a number of factors as set by the California Manual of Uniform Traffic Control Devices (MUTCD) and the City's Traffic Calming Policy for residential neighborhoods. These factors include an analysis of

Review of Traffic Conditions and Consideration to Install Stop Signs at the Intersection of Kalisher Street and Pico Street

Page 3 of 4

minimum volumes of traffic on each street approach, accidents, vehicle speeds, pedestrian traffic and potential sight obstructions.

Based on a review of these factors, it was determined that the intersection meets minimum volume or accident thresholds as determined by the City's Traffic Calming Policy for residential neighborhood intersections. This information is summarized below:

Stop Signs are Justified If:	
<ul style="list-style-type: none">A crash problem exists as indicated by 2 or more accidents in a 12-month period	(Not Met)
<ul style="list-style-type: none">Minimum volumes are met if:Volume entering the intersection from the major approach (total of both approaches) averages 300 vehicles per hour for any 4 hours of an average day	Met
<u>And:</u> The combined vehicle, pedestrian and bicycle volumes entering the intersection from the minor street approaches averages at least 120 units per hour for the same 4 hours	Met

In addition, it is recommended that four ladder striping crosswalks be painted across each leg of the intersection at Kalisher Street and Pico Street. Based on the number of pedestrians observed at this location, marked crosswalks will provide additional guidance for pedestrians that cross the intersection.

BUDGET IMPACT:

Gas tax funding is included in the Public Works Department Fiscal Year 2014-15 budget for maintenance and operations of City striping and signage.

CONCLUSION:

It is staff's recommendation that City Council concur with the Transportation and Safety Commission's recommendation to install:

- Stop controls at north/south Kalisher Street at Pico Street; and
- Marked crosswalks at each intersection leg at Kalisher Street and Pico Street.

Review of Traffic Conditions and Consideration to Install Stop Signs at the Intersection of Kalisher Street and Pico StreetPage 4 of 4

ATTACHMENTS:

- A. Neighborhood Traffic Calming Policy for Stop Sign Installation in Residential Neighborhoods
- B. Traffic Counts and Neighborhood View
- C. Resident Petition

**CITY OF SAN FERNANDO TRAFFIC CALMING STUDY
STOP SIGN POLICY FOR RESIDENTIAL INTERSECTIONS
DECEMBER 17, 2003**

Excessive vehicle speeds on residential streets are a concern frequently reported by residents in the City. The installation of STOP signs is often requested as a quick and effective solution to reduce excessive vehicle speed. Because STOP signs cause substantial inconvenience to motorists, they should only be used where established criteria are exceeded. The following criteria for STOP signs apply only to residential streets meeting the definition in Section 515 of the California Vehicle Code with either:

- ❖ 13 or more separate dwellings on one side of the roadway within a distance of a quarter of a mile; or
- ❖ 16 or more separate dwellings on both sides of the roadway within a distance of a quarter of a mile.

Multi-way STOP signs should ordinarily be used only where the volume of vehicular traffic plus pedestrians crossing is approximately equal on both streets. For residential street intersections, multi-way STOP signs may be installed where any one or more of the following criteria are satisfied:

1. Intersection Volumes – Four Hours

- ❖ Vehicles entering and pedestrians crossing the intersection must average at least 300 per hour during any four hours of a day, and vehicles entering from the minor street plus pedestrian crossings of the major street must average at least 120 during these hours.

2. Intersection Volumes – Peak Hour

- ❖ Vehicles entering and pedestrians crossing the intersection must exceed 300 during one hour of a day, and vehicles entering from the minor street plus pedestrian crossings of the major street must exceed 120 during this hour.

3. Traffic Collisions

- ❖ Two or more reported collisions within a 12 month period of a type susceptible to correction by a multi-way stop installation. Such collisions include broadside, right turn, and left turn collisions.

4. Intersection Volumes - School Areas with Yellow Crosswalk

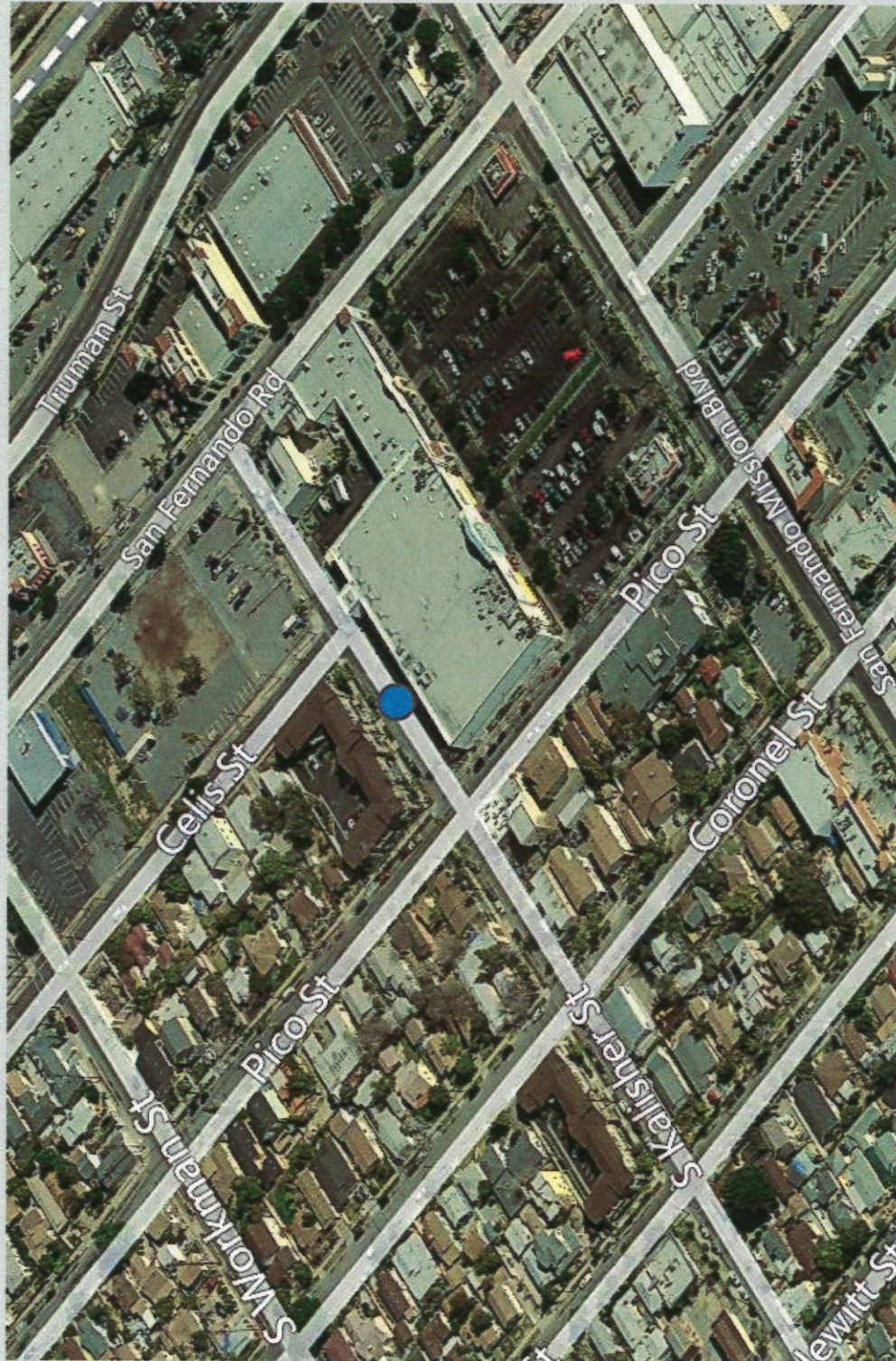
- ❖ Vehicles entering and pedestrians crossing the intersection must average at least 300 per hour during any two hours of a day, and vehicles entering from the minor street plus pedestrian crossings of the major street must average at least 120 during these hours.

ATTACHMENT "B"

Kalisher Street/Pico Street - City of San Fernando Residential Stop Sign Analysis

TIME	KALISHER STREET/PICO STREET INTERSECTION - TOTAL VOLUMES						PICO ST. VOLUMES + KALISHER ST. PED XINGS			
	KALISHER VEHICLES + BICYCLES	PICO PED XINGS	PICO VEHICLES + BICYCLES	KALISHER PED XINGS	TOTAL VEHICLES, BICYCLISTS, + PEDESTRIANS	TOTAL GREATER THAN 300?	PICO VEHICLES + BICYCLISTS	KALISHER PED XINGS	PICO VEHICLES + BICYCLISTS + KALISHER PED XINGS	PICO VEHICLES + BICYCLISTS + KALISHER PED XINGS GREATER THAN 120?
Time										
6 AM to 7 AM	54	23	27	19	123	No	27	19	46	No
7 AM to 8 AM	141	48	75	33	297	No	75	33	108	No
8 AM to 9 AM	111	35	88	31	265	No	88	31	119	No
9 AM to 10 AM	105	29	79	25	238	No	79	25	104	No
10 AM to 11 AM	104	32	100	35	271	No	100	35	135	YES
11 AM to Noon	138	30	106	38	312	YES	106	38	144	YES
Noon to 1 PM	145	27	118	33	323	YES	118	33	151	YES
1 PM to 2 PM	118	47	127	52	344	YES	127	52	179	YES
2 PM to 3 PM	145	32	112	39	328	YES	112	39	151	YES
3 PM to 4 PM	88	23	94	13	218	No	94	13	107	No
4 PM to 5 PM	132	16	105	16	269	No	105	16	121	YES
5 PM to 6 PM	136	26	90	23	275	No	90	23	113	No
TOTALS	1417	368	1121	357	3263		1121	357	1478	

333 Kalisher St (at Pico St)





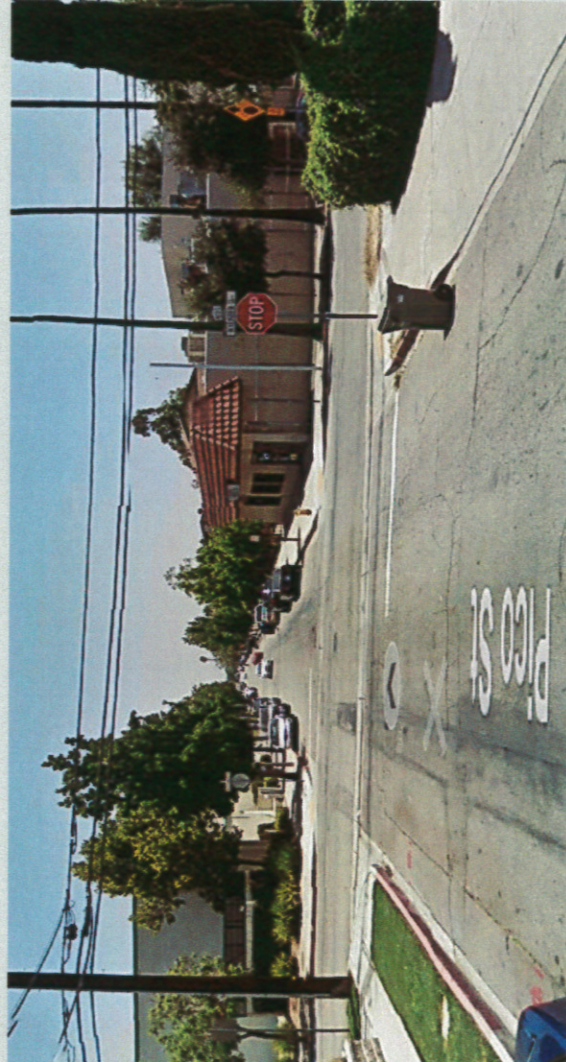
Kalisher St. Looking South



Kalisher St. Looking North



Pico St. Looking West



Pico St. Looking East

37

RECEIVED

ATTACHMENT "C"

JUN 20 2014

We are Collecting Signatures
 To put a STOP sign in the corner
 of Pico & Kalisher in the corner of
 a Senior Citizen Apartments
 333. S. Kalisherst in San Fernando, Ca 91340

PUBLIC WORKS DEPARTMENT
CITY OF SAN FERNANDO

26x

1- Maria de Jesus Hernandez	apt- #206
2- Rosina Casillas	11- #103
Epifanio Loring	31- #106
Maria Ramon	#106
Esperanza Barajas	#112
CARLOS E. BARRERA	#112
Francisca Medina	#110
Romelia Ramirez	109
PROBO FLORES	109
REGINA MARQUEL	101
Samy Khan	108
Dora Rudy	107
Jafare Gutierrez	102
Angelina Lopez	105
Marta Sanchez	105
Annette Stovall	201
Roberta Gutierrez	202
TERESA GARCIA	203
ANDRES ERAZO	204
MARIA V. DUANES	204
MARIA ROMO	205
Ruperto Robles	205
Jay, Garza	207
Agustina Gonzalez	207
Laura Vasquez	209
Blanca Beltran	208

11

Rosie L. Peña	210
Maria Lopez	211
Jose L. Lopez	211
Virginia Hernandez	212
Carla Serrano	111
Jose A. Serrano	111
Faustino Avila	111
Eunice Franco	206
Victor (M)	206
Maria E. Hodely	
Rodolfo G. Rodriguez	104

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 6, 2014

Subject: Consideration to Accept the California Arts Council Grant to Support the City's Mariachi Master Apprentice Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the California Arts Council Grant to support the City's Mariachi Master Apprentice Program (MMAP);
- b. Authorize the City Manager to execute the Grant Agreement (Attachment "A" – Contract No. 1763) in order to receive the funding in the amount of \$11,400 to support the City's MMAP through June 30, 2014; and
- c. Adopt Resolution No. 7643 (Attachment "B") to increase the revenue and expenditures of Fiscal Year (FY) 2014-2015 Fund 108 budget by \$2,400.

BACKGROUND:

1. In 2000, the Recreation and Community Services (RCS) Department staff conducted several meetings with Natividad "Nati" Cano, Director and Founder of Mariachi Los Camperos, to discuss the development of a quality youth apprenticeship program in the City of San Fernando to preserve mariachi music and traditions.

In 2000, the City began seeking grant funds to support the MMAP.

2. In January of 2001, MMAP began with grant funds from the National Endowment for the Arts (NEA).
3. In 2001, the RCS Department received grant funds from the California Arts Council (CAC) grant to support the MMAP that was a dollar-to-dollar match for the NEA grant funds.

Consideration to Accept the California Arts Council Grant to Support the City's Mariachi Master Apprenticeship ProgramPage 2 of 4

4. On January 14, 2014, RCS staff informed the Parks, Wellness, and Recreation Commission of the yearly grant announcements from the NEA and the CAC for support of the MMAP. The Parks, Wellness, and Recreation Commission unanimously recommended applying for MMAP grant funding support.
5. On February 3, 2014, City Council authorized the Interim City Manager to allocate City staff to prepare and submit a grant application to the CAC in the amount of \$12,000 to support the MMAP.
6. On March 21, 2014, RCS staff submitted the CAC grant application to support MMAP during FY 2014-2015.
7. On June 16, 2014, the FY 2014-2015 budget was approved and RCS staff budgeted \$9,000 in Fund 108 for the CAC Grant.
8. On September 11, 2014, the City received notification from the CAC that the City was awarded \$11,400 in the Artist in Schools Program for FY 2014-2015.

ANALYSIS:**Mariachi Master Apprenticeship Program**

MMAP connects grammy award winning mariachi masters with mariachi students to preserve the mariachi music genre. Instruction is on traditional mariachi instruments: violins, guitars, guitarrones, vihuelas, trumpets, and folk harp. Repertoire covers the traditional and popular mariachi music forms: sones, rancheras, huapangos, boleros, and polkas. The students together with their instructors also experience exemplary art works at international mariachi conferences and workshops throughout California and the southwest. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles in the world that includes: Mariachi Vargas de Tecalitlán, Mariachi Los Camperos de Nati Cano, and Mariachi Sol de Mexico.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity, while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. The preceeding is in accordance with the California Department of Education Music Standards.

Consideration to Accept the California Arts Council Grant to Support the City's Mariachi Master Apprentices Program

Page 3 of 4

Key Artist Instructors

The project distinguishes itself from other mariachi programs due to the involvement of Mariachi Los Camperos de Nati Cano. As Director of Mariachi Los Camperos and a recognized National Heritage Fellow, Mr. Cano's 50 plus year career has received prestigious awards and recognition including the coveted Silvestre Vargas Award from Mexico as well as a US Artist Fellowship for his notoriety as an American artist. After consulting with the RCS Department, Mr. Cano selected the artists/instructors to provide a level of quality instruction not available in the community. The committed artists serving as MMAP instructors have also received recognition for professionalism and artistry. Jesus Guzman, Musical Director for Mariachi Los Camperos, is an instructor for Ethnomusicology 91K, Music of Mexico, at the University of California, Los Angeles (UCLA). Sergio Alonso, the ensemble's harpist, earned his Bachelor's degree in Ethnomusicology from UCLA's School of the Arts and Architecture as well as a Master's degree in Education. Jimmy Cuellar is an accomplished composer, arranger, and multi-instrumentalist performer with world renowned Mariachi Los Camperos. Juan Jimenez is considered one of today's finest guitarron players and is also a member of Mariachi Los Camperos.

MMAP Recognized for Excellence

On November 19, 2012, First Lady Michelle Obama presented to the MMAP the 2012 National Arts and Humanities Youth Program Award, the highest honor awarded to after school arts programs in the United States. First awarded in 1998, the National Arts and Humanities Youth Program Award is the signature program of the President's Committee on the Arts and the Humanities (PCAH), and is presented in partnership with the National Endowments for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS). MMAP was recognized for using engagement in the arts and humanities to generate a wide range of outcomes, including increases in academic achievement, graduation rates, and college enrollment, as well as improvement in literacy and language abilities, communication and performance skills, and cultural awareness.

Previous awards and recognitions include a 2001 Youth Development Award by the California Parks and Recreation Society and a 2002 spotlight in "Creativity in Youth: Enriching Young Lives Through the Arts", a publication produced by the NEA recognizing 10 programs of artistic excellence in the United States.

California Arts Council Grant

California Arts Council Artists in Schools grant program supports the valuable link between community arts resources and professional teaching artists with municipalities working together with local schools by funding residency activities emphasizing long-term, in-depth arts education during after-school programs. Students are offered comprehensive, California

Consideration to Accept the California Arts Council Grant to Support the City's Mariachi Master Apprenticeship ProgramPage 4 of 4

standards-based arts education that underscores the critical role the arts play in the students' development of creativity, overall well-being and academic achievement. Residency project awards up to \$12,000.

Project Source of Funding

The yearly budget for MMAP is approximately \$125,600. The CAC grant provides funding to support 9% of all program costs (Attachment "C"). The \$11,400 CAC grant will be expensed during the grant period of October 1, 2014 through June 30, 2015 to support instructor salaries, travel, and supplies. The CAC requires a dollar-to-dollar match for grant awards which will be provided by the NEA grant awarded for FY 2014-2015.

BUDGET IMPACT:

There will be no impact to the FY 2014-2015 General Fund. Adoption of the attached Resolution for the California Arts Council grant in Fund 108 (Grant Fund) will ensure a balance of the revenue and expenditures for the project.

CONCLUSION:

It is recommended that the City Council accept the California Arts Council Grant to support the MMAP, authorize the City Manager to execute the Standard Agreement in order to receive the \$11,400 award, and to adopt a Resolution to increase the revenue and expenditures of FY 2014-2015 Fund 108 budget by \$2,400. This funding will ensure that the MMAP continues to provide instruction from Grammy award winning mariachi master musicians to mariachi students in a program nationally recognized for excellence.

ATTACHMENTS:

- A. Contract No. 1763
- B. Resolution No. 7643
- C. Grant Summary Form

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

ATTACHMENT "A"
CONTRACT NO. 1763

AGREEMENT NUMBER

AS-14-0415

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Arts Council

CONTRACTOR'S NAME

City of San Fernando

2. The term of this Agreement is: 10/01/14 through 06/30/15

3. The maximum amount of this Agreement is: \$ 11,400

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC-610

Exhibit E - Special Terms and Conditions with Appendix A: Program and Reporting Requirements located at www.cac.ca.gov/programs/forms.php

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Fernando

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

117 Macneil Street
 San Fernando, CA 91340

STATE OF CALIFORNIA

AGENCY NAME

California Arts Council

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott Heckes, Deputy Director

ADDRESS

1300 I St., Ste. 930, Sacramento, CA 95814

California Department of General
 Services Use Only

☐ Exempt per:

ATTACHMENT "B"**RESOLUTION NO. 7643****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ACCEPTING THE CALIFORNIA ARTS
COUNCIL (CAC) GRANT FUNDING FOR THE FISCAL
YEAR 2014-2015.**

WHEREAS, the City Council has received and considered the proposed California Arts Council (CAC) Grant Funding of \$11,400 for the Fiscal Year 2015, commencing July 1, 2014, and ending June 30, 2015; and

WHEREAS, the City Council has determined that the CAC Grant Funding will ensure that the City of San Fernando Mariachi Master Apprentice Program continues to provide instruction from Grammy award winning mariachi masters to mariachi students; and

WHEREAS, the City Council has determined that the CAC Grant Project Timeline is October 1, 2014 through June 30, 2015; and

WHEREAS, the City Council has determined that it will be necessary to amend the grant fund for the CAC Grant Funding of \$2,400 to the revenues and expenditures of the Fiscal Year 2015 City budget;

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

Section 1. The following adjustment to be made to the City Budget fiscal Year 2014:

Fund 108:

Increases in Revenue:	\$2,400
Increase in Expenditures:	\$2,400

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2014.

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 6th day of October, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "C"



GRANT SUMMARY FORM

This form does not have to be typed – legible handwritten printing is preferred

GENERAL INFORMATION			
GRANT TITLE		GRANT NO.	
CALIFORNIA Arts Council		AS-14-0415	
Artist in Schools		CFDA No.	
GENERAL DESCRIPTION OF GRANT WORK SCOPE			
To support the Mariachi Master Apprentices Program; a quality after school arts project that brings together music masters "Mariachi Los Camperos" with students in an instructional experience focusing on instrument, arrangement, and performance skills			
GRANTING AGENCY	AGENCY CONTACT	PHONE NO.	
CA Arts Council	Wayne Cook	916.322.6344	
RESPONSIBLE DEPARTMENT	DEPARTMENT CONTACT	EXTENSION NO.	
Rec'd Community Services	Virginia Diediker	155	
CITY COUNCIL APPROVAL DATE	APPLICATION DATE	AWARD DATE	ESTIMATED COMPLETION DATE
	MARCH 26, 2014	September 2014	JUNE 30, 2015
GRANT COST AND REVENUE SUMMARY			
PROGRAM COST SUMMARY	TOTAL	GRANT PORTION	
Staffing Contract Services, Supplies and	\$ See Attachment	\$ See Attachment	
Other Operating Expenditures	\$	\$	
Capital Outlay Indirect Costs @	\$	\$	
_____ % of Direct Costs	\$	\$	
TOTAL GRANT COSTS AND REVENUES	\$	\$	
HOW WAS GRANT PORTION DETERMINED?			
The CAC is very specific regarding grant budget requests.			
IS A BUDGET AMENDMENT REQUEST REQUIRED?		Yes (X) No () If yes, it should be attached	
OTHER COMMENTS			
Note Any Significant or Unusual Compliance Requirements Use Reverse if necessary to provide additional information			
Budget amendment for increase to revenue and expenditures in Fund 108			
PREPARED BY		DATE	
Virginia Diediker		9-28-14	

Source of Project Funding

The yearly budget for MMAP is approximately \$125,600. The CAC grant provides funding to support 9% of all program costs. The \$11,400 CAC grant will be expensed during the grant period of October 1, 2014 through June 30, 2015 to support instructor salaries, travel, and supplies (Attachment "B"). The CAC requires a dollar-to-dollar match for grant funds which will be provided by the NEA grant awarded for FY 2014-2015.

NEA Grant	\$57,000	45%
CAC Funding	\$11,400	9%
Other Funding	\$10,600	9%
City of San Fernando	\$12,000	9%
Partner In-Kind	\$34,600	28%
Total Project Budget	\$125,600	

California Arts Council *Artists in Schools* Proposed Budget FY 2014-2015

	CAC Request	Applicant Match (NEA, Other)	Total CAC Budget
1. Artist Fees			
a. Residency Artists	\$9,000	\$9,000	\$18,000
2. Project Support Staff			
a. Project Assistant	\$1,600	\$1,600	\$3,200
3. Other Project Costs			
a. Travel (CAC allows travel in CA only)	\$500	\$500	\$1000
b. Supplies	\$300	\$300	\$600
TOTAL	\$11,400	\$11,400	\$22,800

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager

Date: October 6, 2014

Subject: Consideration to Adopt a Policy Pertaining to City Council Identification Badges and Business Cards

RECOMMENDATION:

It is recommended that the City Council approve a policy (Attachment "A") regarding City Council Identification Badges and Business Cards.

BACKGROUND:

On August 28, 2014, staff ordered identification badges for City Councilmembers and staff determined that a policy should be adopted regarding City Council credentials.

ANALYSIS:

The use of identification badges and business cards allows City Councilmembers to identify themselves while engaging in official business on behalf of the City, upon the occurrence of a City emergency (which may require them to be present) or at the scene of such emergency, or in circumstances where identification of the City Councilmember is necessary or appropriate. The attached policy is intended to provide clear guidelines for City Councilmembers regarding the use of identification badges (and business cards) and to make clear, for the benefit of the City and the City Councilmembers, that improper use of credentials (in particular to suggest or imply law enforcement authority) could result in severe penalties.

ATTACHMENT:

A. City Council Policy Regarding City Council Identification Badges and Business Cards

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT ATTACHMENT "A" CITY COUNCIL IDENTIFICATION BADGES AND BUSINESS CARDS
ORIGINAL ISSUE October 6, 2014	EFFECTIVE October 6, 2014	
CURRENT ISSUE	EFFECTIVE	
SUPERSEDES		CATEGORY COUNCIL POLICY AND MANAGEMENT POLICY/PROCEDURE

Section 1. Purpose

To establish general guidelines for the issuance and use of City Council identification badges and business cards.

Section 2. General Policy

City Councilmembers should have proper credentials (i.e., identification badges and business cards) to identify her/himself to an employee, citizen or property owner in the general course of business or in the event of a local emergency.

Section 3. Provisions

- A. Issuance: Upon election to the City Council, the City Manager will provide Councilmembers with an identification badge and business cards.
- B. Use: The City-issued identification shall be used for the Councilmember to identify her/himself to the general public in the course of day-to-day business and shall only be displayed for use in an official capacity. In the event of an emergency, the Councilmember may identify her/himself to emergency personnel for the purpose of observing and accessing the scene as permitted by emergency personnel.
- C. Inappropriate Use: City issued identification shall not be used for a wrongful exercise of authority, malicious purpose, personal gain, willful deceit, or any other similar purpose. Under no circumstances shall a badge be used to identify oneself as a law enforcement officer or to suggest or imply that the badgeholder has law enforcement authority. Any such use may result in criminal penalties.
- D. Lost or Stolen Identification: Should a Councilmember misplace, lose or have her/his badge stolen, it shall be immediately reported to the City Manager.
- E. Return of Identification Badge: Upon leaving office, a Councilmember shall return the identification badge to the City.

Section 4. Responsibility for Enforcement

The City Manager has overall responsibility for the enforcement of this City policy.

Section 5. Authority

By order of City Council adopted on October 6, 2014.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 6, 2014

Subject: Consideration to Approve a Partnership with Pueblo Y Salud for Fundraising Efforts at the César E. Chávez Memorial

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the City partnership with Pueblo Y Salud (PYS); and
- b. Authorize the City Manager to execute a Memorandum of Understanding (Attachment "A" – Contract No. 1762) with Pueblo Y Salud to begin fundraising efforts for the César E. Chávez Memorial.

BACKGROUND:

1. On June 7, 1993, the City Council approved declaring March 31st an official City holiday honoring the late farmworker and civil rights leader César E. Chávez, thus becoming the first City in the country to establish the César E. Chávez Holiday.
2. On March 31, 1994, the first César E. Chávez Commemoration and Pilgrimage through the streets of San Fernando was celebrated at Las Palmas Park. This event was done in collaboration with Pueblo Y Salud and the César E. Chávez Commemoration Committee (PYS/CCCC).
3. In August, 1999, the Recreation and Community Services Department sponsored an open call to artists to participate in the César E. Chávez Memorial Project (the Project). Artists were given a list of the following open-ended parameters to address:
 - a. Historical monument dedicated to the legacy of César E. Chávez.
 - b. The farm workers' struggle depicted.
 - c. Educational elements reflecting the life and work of César E. Chávez.

Consideration to Approve a Partnership with Pueblo Y Salud for Fundraising Efforts at the César E. Chávez MemorialPage 2 of 5

- d. Historical City elements incorporating the diverse cultural backgrounds of community residents.
4. On June 8, 2000, the Cultural Arts Commission sponsored an Art Concept Presentation of the five finalists for community members to express their opinion on the Project art concepts.
5. On June 20, 2000, the Cultural Arts Commission met to review the submitted art concepts and through consensus recommended Ignacio Gomez to be chosen for the Project.
6. On July 17, 2000, the City Council approved the Cultural Arts Commission's recommendation and selected Ignacio Gomez as the artist for the Project.
7. In January 2001, staff met with the artist to review the proposed Project budget and with Public Works Department input, the Project budget was expanded to include the design, landscape, grading, irrigation and hardscape required for development of the site.
8. On February 1, 2001, staff developed and submitted a grant application to MTA. The total Project cost was determined to be \$239,250. The application was accepted by MTA and funded to a total of \$155,134, with the provision that costs for the specific artwork not be included in the grant.
9. At the June 4, 2001 City Council meeting, the Cultural Arts Commission requested that the City Council provide financial assistance of approximately \$80,000 for the completion of the Project. After discussion, the City Council approved the recommendation to financially support the difference of what the Cultural Arts Commission and PYS/CCCC generates with a total of not more than \$72,000.
10. On March 12, 2003, the City celebrated the César E. Chávez Memorial groundbreaking ceremony.
11. On October 22, 2004, the City celebrated the César E. Chávez Memorial dedication ceremony.
12. In October 2013, the CCCC began discussions with City staff to initiate improvements and restore the César E. Chávez Memorial.

Since October 2013, City staff has worked with the CCCC to identify costs associated with the proposal.

13. On March 11, 2014, the CCCC presented a proposal (Exhibit "A" of Attachment "A") to the Parks, Wellness, and Recreation Commission, which included fund-raising to restore the

Consideration to Approve a Partnership with Pueblo Y Salud for Fundraising Efforts at the César E. Chávez MemorialPage 3 of 5

César E. Chávez Memorial, a 10-year Memorial Celebration, and the César E. Chávez March. The Parks, Wellness, and Recreation Commission approved a motion recommending that the item be presented to the City Council for consideration.

14. On August 8, 2014, the CCCC submitted a revised proposal requesting to focus on fundraising for restoration of the César E. Chávez Memorial.

ANALYSIS:**Pueblo Y Salud (PYS)**

Pueblo Y Salud, Inc. (PYS) was founded in 1991 to serve the community in the areas of education, civic participation, health, and culture. The organization's goal is to empower individuals to make informed decisions through educational presentations, community workshops and leadership sessions. Their public health programs seek to improve community standards to reduce frequency of health risks in our communities. The model assesses how economic and social conditions contribute to behaviors and attitudes which worsen or promote unhealthy lifestyles within a community.

César E. Chávez Commemorative Committee (CCCC)

The César E. Chávez Commemorative Committee is a sub-committee of PYS. CCCC consists of members whose goals are to embody the principles and values of César E. Chávez by educating and empowering the San Fernando community and its youth to build diverse relationships that develop socially responsible civic activism and community service. CCCC has been an active partner by providing assistance with the inception, design, and fundraising for the César E. Chávez Memorial.

César E. Chávez Memorial (the Memorial)

The César E. Chávez Memorial is a visual testimonial to the legacy of César E. Chávez memorializing his strength, courage, and determination to win justice and dignity for all. The Memorial includes the following components:

- **Component #1 - César E. Chávez Bronze Statue:** The majestic statue depicts a bigger than life-size man with an outstretched arm gazing with support farm workers. The completed bronze statue stands upon a cement pedestal with his left-hand holding books.
- **Component #2 - Farm Worker Sculptures:** The first four figures are close to the ground demonstrating the early days when farm workers had to stoop over and work with back-breaking short hoes. The next five figures are completely upright with flags in their hands

Consideration to Approve a Partnership with Pueblo Y Salud for Fundraising Efforts at the César E. Chávez Memorial

Page 4 of 5

instead of workers tools, to symbolize the many marches workers made to assure the basic human rights this particular community had been denied. When seen from a distance the sculpture profoundly displays the plight of the farm workers' harsh existence and their eventual ascension to dignity and self-empowerment.

- Component #3 - The Fountain: The fountain to symbolize the United Farm Workers spirit of dignity and pride.
- Component #4 - César E. Chávez Mural: Two walls, each approximately six-feet high by 50-feet long, the walls were constructed of concrete blocks, sealed and finished. The mural together with the entire César E. Chávez Memorial was designed to be inspiring as well as educational.

Costs/Funds

With the help from the MTA, PYS/CCCC, and other notables, the City was able to secure \$345,421 to pay for the cost of construction of the César E. Chávez Memorial.

Funding Distribution for César E. Chávez Memorial		
Source	Dollar Amount	Percentage
Metropolitan Transportation Agency	\$155,134	45%
Pueblo Y Salud & César E. Chávez Commemorative Committee*	\$85,000	25%
City of San Fernando	\$72,000	21%
The George Lopez & Richard Alarcon Care Foundation	\$25,000	7%
Miscellaneous Sponsors	\$8,287	2%
TOTAL	\$345,421	100%

**Fundraising efforts*

Proposed Partnership

Since the opening of the 23,000 square-foot Memorial, both environmental factors and vandalism damage have degraded its appearance. In particular, the paint from mural has deteriorated and many of the original bronze plaques have been stolen.

The proposed three-year partnership (Memorandum of Understanding, Attachment "A") between PYS/CCCC and the City of San Fernando will include the following:

Consideration to Approve a Partnership with Pueblo Y Salud for Fundraising Efforts at the César E. Chávez MemorialPage 5 of 5

I. Memorial Restoration

- Memorial Restoration: The mural requires that the original artist retouch many areas of the painted side of both mural walls (Refer to Attachment "B").
- Mural Recoat: In order to preserve the paint retouch, a clear coat must be applied.
- Replacement of Stolen Bronze Plaques: Replace stolen bronze plaques with new marble plaques.

II. Memorial Maintenance

- PYS/CCCC to provide clean-up days at Recreation Park and César E. Chávez Memorial.

III. Public Programs and Events

- PYS/CCCC shall provide beneficial park programs and/or events to education the public on the legacy of the late farmworker and civil rights leader César E. Chávez.

IV. Fundraising Efforts

- It is estimated that the total costs for the proposed partnership will be approximately \$19,000 (Refer to Attachment "B"). In order to pay for labor and material costs of the proposed restoration efforts, PYS/CCCC is requesting to lead fundraising efforts by the sale of engraved bricks from \$100-\$150, and placing them within the Memorial. Their goal would be to fundraise \$20,000 and have the restorations completed by March of 2015.

BUDGET IMPACT:

Approval of the partnership will not impact the General Fund for Fiscal Year 2014-2015. All expenses will be fundraised to cover material and labor costs for restoration of the César E. Chávez Memorial.

CONCLUSION:

It is recommended that the City Council approve the City partnership with PYS and authorize the City Manager to execute a Cooperative Agreement with PYS to begin fundraising efforts for the restoration of the César E. Chávez Memorial.

ATTACHMENTS:

- A. Contract No. 1762
- B. Memorial Damage and Cost Analysis

ATTACHMENT "A"
CONTRACT NO. 1762**MEMORANDUM OF UNDERSTANDING**
(Parties: City of San Fernando and Pueblo Y Salud, Inc.)

THIS COOPERATIVE USE AGREEMENT ("Agreement") is made and entered by and between Pueblo Y Salud, Inc., a non-profit organization (hereinafter referred to as "PYS") and CITY OF SAN FERNANDO, a California municipal corporation (hereinafter referred to as the "City"). For purposes of this Agreement the capitalized term "Parties" may refer to either PYS or City. The capitalized term "Party" may refer to either PYS or City interchangeably.

RECITALS

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

WHEREAS, PYS and the City are entering into this Agreement for the purposes of providing community programming, events, and fundraising efforts, respectively; and

WHEREAS, PYS is the lead agency and fiscal agent for the César E. Chávez Commemoration Committee; and

WHEREAS, the César E. Chávez Commemoration Committee has taken an active role in the inception, design, and previous fundraising efforts for construction of the César E. Chávez Memorial; and

WHEREAS, the City owns and operates Recreation Park located at 208 Park Ave. and the César E. Chávez Memorial, located on Truman St. (APN 2522-034-900), in the City of San Fernando (the "Park Facilities"); and

WHEREAS, PYS has submitted to City a proposal to provide public programming and restoration efforts at the César E. Chávez Memorial, attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, PYS represents to City that based upon its experience, its ability to exert influence over community members to support the César E. Chávez Memorial and to mobilize community members to serve as coordinators and volunteers, PYS is an appropriate entity to provide such Public Programs at the Park Facilities.

WHEREAS, City has determined that a Memorandum of Understanding for the public programming at Park Facilities and restoration efforts of the César E. Chávez Memorial by PYS will maximize and enhance the community benefit of the facility by enhancing the aesthetics, public safety, and providing residents access to quality programming/events not offered in the City and compliment the efforts of the César E. Chávez Memorial; and

WHEREAS, PYS and City seek a collaborative relationship to provide public programming at Park Facilities and restoration efforts at the César E. Chávez Memorial subject to certain modifications and refinements under this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement shall be Three (3) years, commencing September 15, 2014 and ending September 14, 2017.
2. Park Ownership. This Agreement shall not be read to inhibit the ability of City to exercise its rights, or to relinquish City from its responsibilities, as regards to ownership of the Park Facilities. PYS agrees it has no rights or obligations related to ownership of, or the contents inside, the Park Facilities.
3. City Facilities Access. City shall grant PYS access to the Park Facilities i.e. multi-purpose room, banquet room, classroom, clubrooms, gyms and green space for purposes of conducting Public Programs/events, fundraising efforts, assisting City in maintenance of the Cesar E. Chavez Memorial, conducting memorial cleanups with volunteers, and/or other activities conducive to reflecting the legacy of César E. Chávez and other cultural events within the Park Facilities and preserving the Park Facilities as a clean and safe public environment.
4. Public Programs and PYS-Sponsored Events.
 - i. Commencing October 1, 2014, PYS shall provide to the Director of Recreation and Community Services (the "Director"), for his or her approval, a calendar of proposed Public Programs and PYS-Sponsored Events ("proposed programming schedule") for the three (3) month period of October 1, 2014 through December 31, 2014, and provide a new proposed programming schedule for each subsequent three (3) month period within thirty (30) days prior to the start of the proposed programming schedule.
 - ii. PYS proposed programming schedule shall be consistent with Park Facilities policies and guidelines as identified in Article I of Chapter 54 of the San Fernando City Code and the Park's public purposes.
 - iii. Within fifteen (15) calendar days of receipt of PYS's proposed programming schedule, the Director shall provide PYS with notice of approval of the proposed programming schedule, any City proposed changes to the proposed programming schedule, and/or any Park Facilities scheduling conflicts.
 - iv. City shall provide PYS reasonable priority use of the Park Facilities upon receipt and approval of a proposed programming schedule.
 - v. The availability of the Park Facilities for use by PYS for Public Programs and PYS-Sponsored Events shall remain subject to prior approved and reserved uses of the Park Facilities.
 - vi. City retains first priority of use the Park Facilities for City sponsored or co-sponsored events.
 - vii. City reserves the right to impose additional requirements for Public Programs and PYS-Sponsored Events, including, without limitation, insurance requirements and requirements as identified in Chapter 54 ("Parks and

Recreation") of the San Fernando City Code, as deemed necessary to protect the health, safety, and/or welfare of the community.

- viii. PYS shall not use City's name to suggest endorsement or sponsorship of Public Programs or PYS-Sponsored Events without prior approval of the City Manager.
- ix. PYS shall use the Park Facilities in accordance with Federal, State, and local laws and regulations.
- x. PYS and City shall conduct a walk-through of the Park Facilities immediately prior to the start of the first Public Program or PYS-Sponsored Event approved under this Agreement and once every twelve (12) months thereafter. During the walkthrough, PYS and City shall complete a checklist detailing the condition and contents of the Park Facilities ("walk-through checklist"). At the end of each approved Public Program or PYS-Sponsored Event, PYS shall return the Park Facilities to the condition described in the walk-through checklist. PYS shall take full financial responsibility for any damage to the Park Facilities or loss of contents, as detailed in the walk-through, checklist that occurs as a result of PYS use of the Park Facilities and will be required to pay for same based on the current cost of repair or replacement.
- xi. The Director, in his or her sole discretion, may require a certain number of security officers for a Public Program or PYS-Sponsored Event. PYS shall be responsible for procuring and paying for security officers.

5. Fees.

- i. City shall waive park rental fees, permit fees, and/or deposits for use of the Park Facilities for Public Programs and PYS-Sponsored Events that provide services to the Park Facilities for which specific knowledge of the legacy of César E. Chávez is required.
- ii. PYS shall compensate the City for any city staff they may be required to assist with the implementation and/or clean-up of any Public Programs and PYS-Sponsored Events.

6. Memorial Restoration. PYS shall provide the City with expertise on restoration efforts for the César E. Chávez Memorial.

- i. PYS shall coordinate with the City to identify components of the César E. Chávez Memorial that are in need of repair and/or improvements.
- ii. PYS shall seek recommendations/guidelines regarding the identified improvement at the César E. Chávez Memorial.
- iii. City shall provide PYS with specifications for all material identified for replacement and/or installation.

- iv. PYS shall assist the City by researching potential improvement material and costs of material.
 - v. The City shall have the final decision for any restorations at the César E. Chávez Memorial.
7. Fundraising. PYS shall conduct periodical fundraisers as needed to provide funding for educational programs specific to the legacy of César E. Chávez and/or restoration efforts of the César E. Chávez Memorial.
- i. PYS shall conduct a fundraiser in year one (1) of this agreement specific to restoring the César E. Chávez Memorial, which include: a.) revitalizing of the mural; b.) replacement of the bronze plaques.
 - 1. PYS shall assume the lead of fundraising efforts and fiduciary agent for all funds collected for restoration of the César E. Chávez Memorial. Fiscal responsibilities shall include processing checks, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors for material and labor costs as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando. PYS will complete all required financial reports within 10-business days of request.
 - 2. At the direction of City of San Fernando, PYS will obtain any necessary approvals to move funds or add line items to the budget as directed by City of San Fernando..
 - 3. PYS will have the right to decline City of San Fernando projects that may not be in alignment with the PYS Vision or Mission, are not part of restoration of the César E. Chávez Memorial, and/or in those instances where PYS is planning to apply to the same funder and therefore may create a conflict of interest.
 - 4. The PYS Director must have the approval of the PYS Board of Directors to assume the role of lead fundraising and fiduciary agent for all funds collected for restoration of the César E. Chávez Memorial.
 - ii. PYS shall apply for grants and/or conduct fundraisers for educational programs specific to the legacy of César E. Chávez and/or maintenance of the César E. Chávez Memorial.
 - iii. The City shall apply for grants for educational programs specific to the legacy of César E. Chávez and/or maintenance of the César E. Chávez Memorial.
8. Maintenance/Clean-up. PYS shall coordinate with the Director for Clean-up efforts at the César E. Chávez Memorial.

9. Indemnification. Each Party shall be responsible for any personal injury or property damage which occurs as a result of their use of the other's facilities. Without limitation of the foregoing, each Party agrees to protect, indemnify, defend and hold the other Party and its elected officials, officers, employees, attorneys, contractors, volunteers and agents (collectively, the "Indemnitees"), free and harmless from and against (collectively, "Indemnify") any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "Losses") that the Indemnitees may suffer or incur (as determined by final arbitration or court decision or by the agreement of the Parties, except that an indemnifying Party's duty to defend the Indemnitees pursuant to this Section does not require any prior determination by final arbitration or court decision or agreement of the Parties) to the extent that such Losses are a result of (a) the negligence or willful misconduct of the indemnifying Party at the other Party's facilities and/or in the use of equipment by the indemnifying Party, or (b) the failure of the indemnifying Party to comply with the terms of this Agreement, in each case to the fullest extent permitted by law. A Party shall have no duty to Indemnify the Indemnitees (and the Indemnitees shall be liable to the other Party to the extent otherwise liable under applicable law) to the extent that any Losses are caused by the negligence or willful misconduct of the Indemnitees, or by the failure of the Indemnitees to comply with the terms of this Agreement, provided such willful misconduct or negligence is determined by agreement between the Parties or by arbitration or by a court of competent jurisdiction.
10. Insurance. PYS shall obtain and maintain, at sole cost and expense, comprehensive liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about Park Facilities (as a result of the PYS use of such City Facilities hereunder) 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.
- A. Such coverage shall (a) name the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insured, (b) contain a provision that the policy will not be cancelled without at least thirty (30) days' prior notice to the City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the City.
 - B. PYS shall provide the City with a certificate of insurance evidencing such coverage no later than the seven (7) calendar days prior to the first scheduled use of City Facilities under this Agreement.
11. Termination.
- A. Section 1 of this Agreement notwithstanding, the City may terminate this Agreement at any time upon five (15) days prior written notice to PYS. PYS may terminate this Agreement at any time upon thirty (30) days' prior written notice to City.

- B. Notwithstanding the issuance by either Party of written notice to terminate this Agreement pursuant to Section 9(A), the Parties shall continue to be bound by the terms and conditions of this Agreement up to the effective date of any termination for convenience. Each Party reserves the right to rescind any notice of intent to terminate for convenience prior to the effective date of any such termination.

12. Miscellaneous Provisions.

- A. Non-Liability of Officials. No elected or appointed official, officer, employee, agent or volunteer of Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such elected or appointed official, officer, employee, agent or volunteer.
- B. Representatives. The City's Representative shall be the City Manager. PYS's Representative shall be the Executive Director. Notice to Party's Representative shall be considered notice to the Party.
- C. Communications. Parties shall regularly review, and address concerns, responsibilities and other issues surrounding, proposed times of use of facilities.
- D. Assignments. No Party shall assign this Agreement or any right or privilege any Party may have under this Agreement without the prior written consent of the other Party.
- E. Successors and Assigns. This Agreement shall be binding on all the successors and assigns of the Parties.
- F. Governing Law/Venue. The Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the State of California locating in the City of Los Angeles, California.
- G. Records. Parties shall keep a record of use and mutually review this data annually.
- H. 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 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:

PYS: 1024 N. Maclay Ave. M-13
San Fernando, CA 91340
Attention: Ruben Rodriguez, Executive Director
Telephone: (818) 837-2272

Facsimile: (818) 837-2271
Email: rodriguez@pys.org 0

City: City of San Fernando
117 McNeil Street
San Fernando, California 91340
Attention: Brian Saeki, City Manager
Telephone: (818) 898-1202
Facsimile: (818) 361-7631
Email: bsaeki@sfcity.org

- I. 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.
- J. Attorney's 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 or arbitrator to be reasonable.
- K. Construction of Agreement. This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- L. Ambiguities. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.
- M. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only and shall not be used in construing any part of this Agreement.
- N. No Third Party Benefit. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

- O. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- P. Effect of Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- Q. Entire Agreement. This Agreement constitutes the entire agreement between Kadima and the City with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing duly signed and delivered by Kadima and the City.
- R. Amendment or Modification. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- S. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and such counterparts shall together constitute one and the same agreement.
- T. Authority. The persons signing below represent and warrant that this Agreement has been duly approved by the governing body of each signatory's respective public agency entity and they have authority to enter into this Agreement on behalf of the public agency entities for which they are signing this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Pueblo Y Salud, Inc. and the City hereto have entered into this agreement.

PYS: PUEBLO Y SALUD, Inc.

By: _____
Ruben Rodriguez, Executive Director

CITY: CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

Date: _____

EXHIBIT "A"



PUEBLO Y SALUD, INC.

1024 N. Maclay Ave., Ste M13, San Fernando, CA 91340 • (818) 837-2272 • FAX (818) 837-2271
39130 3RD ST. E Palmdale, CA 93550*(661)208-4450*fax#661-208-4457* www.pys.org

February 11, 2014

Dear City of San Fernando,

Executive Director
Ruben Rodriguez

**BOARD OF
DIRECTORS**

Jose L. De Paz
President

Eberto Ruiz
Treasurer

Hector De Paz
Member

Jose Hernandez, Ph.D.
Member


The San Fernando Valley Cesar E. Chavez Commemorative Committee (CCCC) is formally requesting to re-establish a beneficial working relationship with the City of San Fernando by collaborating on a strategic plan to celebrate the legacy of the late Cesar Chavez.

The CCCC is comprised of area residents and community leaders who recognize and strive to embody the principles and values of the late labor leader through various events that include: a youth conference, Cultural Arts Festival, Art and Essay Contest, and annual Cesar E. Chavez March for Justice. These activities honor the ideals, work, and vision of Cesar Chavez with the ultimate goal of keeping his spirit alive. It is the intent of the Committee to inspire future generations to promote justice and equality for all Americans in a non-violent manner.

The City of San Fernando, preceding the State of California's decision, became the first in the nation to designate his birthday, March 31, as an official holiday and for 15 years collaborated with various community organizations to commemorate the life of Cesar Chavez. In 2004, the *Historic* and *Visionary* City of San Fernando honored the great civil rights and labor leader through the creation of the largest Cesar Chavez Memorial in the nation. The construction of this inspiring tribute was the culmination of efforts between the CCCC and the Cultural Arts Commission of the City of San Fernando. We believe that the time has come to bring back this synergistic partnership.

The attached proposal details our immediate goals with respect to renewing a potential relationship between the City of San Fernando and the Cesar Chavez Commemorative Committee. The goals include the restoration of the memorial and celebration of the 10 year anniversary memorial dedication. In addition, the committee is recommending reestablishing the Cesar Chavez March. Through our collaborative efforts we can continue to foster the legacy of Cesar Chavez. He may not be physically present among us, but many citizens of San Fernando and the surrounding communities still draw inspiration and encouragement from his devotion to non-violent social change.

Sincerely,



Ruben Rodriguez, Executive Director
Member: CCCC



PUEBLO Y SALUD, INC.

1024 N. Maclay Ave., Ste M13, San Fernando, CA 91340 • (818) 837-2272 • FAX (818) 837-2271
39130 3RD ST. E Palmdale, CA 93550*(661)208-4450*fax#661-208-4457 www.pys.org

CESAR CHAVEZ COMMEMORATIVE COMMITTEE LEGACY OF CESAR CHAVEZ PROJECT

February 11, 2014

Executive Director
Ruben Rodriguez

BOARD OF DIRECTORS

Jose L. De Paz
President

Eberto Ruiz
Treasurer

Hector De Paz
Member

Jose Hernandez, Ph.D.
Member

OVERVIEW

Project Background

The City of San Fernando has recognized Chavez's impact to promote justice and equality for all Americans by becoming the first in the nation to designate his birthday, March 31, as an official holiday. In 2004, the Historic and Visionary City of San Fernando continued to support the legacy of Cesar Chavez through the creation of the largest Cesar Chavez Memorial in the nation. The memorial is the largest of its kind in the Nation and the construction of this memorial was the culmination of efforts by between the CCCC and the City of San Fernando. The Cesar E. Chavez Commemorative Committee (CCCC) of the San Fernando Valley is formally requesting to reestablish a beneficial working relationship with the City of San Fernando by collaborating on a strategic plan that celebrates the legacy of the late Cesar Chavez.

Project Overview

The project will consist of organizing a 3-year partnership with the City of San Fernando to honor and celebrate the accomplishments of Cesar Chavez by establishing collaborative efforts that include: 1.) Restoring the Cesar Chavez Memorial, 2.) Celebrating the 10 year anniversary of the Cesar Chavez Memorial Dedication, 3.) Reestablish the Cesar Chavez March in the City of San Fernando. In addition, considering the economic situation of the city this proposal is designed to be a cost-neutral project.

Deliverable #1: Rehabilitating the Cesar Chavez Memorial

• Due to unfortunate acts of vandalism to the monument, a number of the sponsorship plaques have been stolen. The CCCC would like to explore ideas with the City in order to have these plaques replaced. An option that the CCCC has contemplated is to replace the original copper plaques with engraved granite plaques. The CCCC requests the following from the city:

- City to provide CCCC with database of sponsors whose plaques have been stolen.
- City to grant CCCC permission to fundraise monies to replace stolen plaques.
- City to grant the CCCC "Right of Entry" to replace stolen plaques.

• Now that we are upon the 10-year anniversary of the completion of the Memorial, the CCCC believes that it would be a great opportunity to address the eroding conditions of the memorial. The CCCC requests the following from the city:

- City to provide CCCC permission to fundraise monies to revitalize the memorial by selling bricks to fund annual maintenance costs.
- City to establish a city account specifically for memorial maintenance revenue that is restricted from other use and safely secured.

Deliverable #2: Celebrating the 10-year anniversary of the Cesar Chavez Memorial

• The CCCC would like to celebrate the 10-year anniversary of the memorial dedication by requesting from the city the following:

- City to facilitate access to the Cesar Chavez memorial to plan and implement a celebration on an agreed upon date. Date_____.

Deliverable #3: Reestablishing the Cesar E. Chavez March for Justice

- The CCCC would love to bring the Cesar E. Chavez March for Justice back to the City of San Fernando where it originated. The CCCC would like to renew our working relationship with the goal of bringing back the March in 2015.
- The CCCC request from the city the following:
 - City to provide assistance with the planning and implementation of the event requesting minimal resources from city personnel and resources.



PUEBLO Y SALUD, INC.

Main Office: 1024 N. Maclay Ave., Ste. M-13, San Fernando, CA 91340 (818) 837-2272 Fax (818) 837-2271
 Palmdale Office: 39130 3rd St. East Palmdale, CA 93550 (661) 208-4450 Fax (661) 208-4457 www.pys.org

August 8, 2014

Sylvia Ballin, Mayor and Councilmembers
 City of San Fernando
 117 Macneil Street
 San Fernando CA. 91340

Executive Director
 Ruben Rodriguez

Honorable Mayor and Councilmembers,

BOARD OF DIRECTORS

Jose L. De Paz
President

Eberto Ruiz
Treasurer

Hector De Paz
Member

Jose Hernandez, Ph.D.
Member

Bruno Hernandez
Member

The following is a revision to the proposal submitted to the City of San Fernando on February 11, 2014 by the Cesar E. Chavez Commemorative Committee. The original proposal asked to establish a three year partnership between Pueblo y Salud, Inc. /Cesar Cesar E. Chavez Commemorative Committee (PYS/CCCC) and the City of San Fernando to honor and celebrate the accomplishments of Cesar E. Chavez by establishing a collaborative effort to: 1.) Restore the Cesar E. Chavez Memorial 2.) Celebrate the 10th year anniversary of the Memorial Dedication. 3.) Reestablish the Cesar E. Chavez March for Justice in the City of San Fernando.

After assessing the vandalism damage, needed repairs, lack of maintenance and total cost, there have been discussions amongst the Park Director, Ismael Aguila and several members of the CCCC, it was concluded that the work could be carried out at minimal cost to the city but we would have to leave out deliverable num. 3.) The Cesar E. Chavez March for Justice for this coming year (2015) and request that the city reconsider it for the following year (2016). The reasoning being that the City of San Fernando would be in a better financial position to pay for a part of the cost for the March at that time. As to the two remaining deliverables originally proposed, PyS/CCCC would still like to move forward as requested in the following order of priority 1.) Rehabilitate the Cesar E. Chavez Memorial by October 20, 2014 and 2.) Celebrate the 10-year anniversary of the memorial on October 22, 2014. The Projected cost for the repairs is:

A. Mural Restoration	\$ 9,000
B. Mural Re-coat	\$ 2,000
C. Replacement, 14 Stolen Plaques	\$ 1,400
D. Labor cost	\$ 3,000
Total	\$ 15,400

We believe that PyS/CCCC can raise most of the money to cover the cost of the repairs by selling engraved bricks, as was done when the memorial was built. Therefore, we request authorization to place the bricks, which will be sold, at the memorial and the City, to also, authorize access to the memorial and a small portion of San Fernando Recreation Center (area closest to the memorial) to have the tenth year celebration of the memorial dedication on October 22, 2014. We also ask that the City contribute to the effort with in kind contribution and cost if we fall short in our fund raising effort.

Respectfully Requested

Ruben Rodriguez, Executive Director
Member: CCCC



C E S A R E . C H A V E Z M E M O R I A L

S A N F E R N A N D O , C A
I G N A C I O G O M E Z

César E. Chávez Memorial
Damage and Cost Analysis

October 2004



Current Status of Mural

(Noticeable paint chipping, peeling, weather stains)



Current Status of Plaques

(Missing 14 of 23 plaques, concrete damage)



Breakdown of Restoration Costs

Description of Work		Cost
Mural Restoration		
• Artist touch-up		\$9,000
• Mural Re-coat		\$2,000
Total:		\$11,000
Replacement of Plaques		
• Cost of plaques		\$1,400
• Labor remove, prepare, and install plaques		\$1,800
Total:		\$3,200
Personalized Bricks		
• Cost of bricks		\$3,800
• Labor to install		\$1,000
Total:		\$4,800
TOTAL COSTS		\$19,000

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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: October 6, 2014

Subject: Consideration to Adopt an Ordinance Amending the City's Water Conservation and Management Program – San Fernando Municipal Code Chapter 94, Article III, Division IV

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading (in title only) and waive further reading of Ordinance No. 1638 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 94 (Utilities), Article III (Water), Division 4 (Wastage) of the San Fernando Municipal Code" to comply with the State Water Resources Control Board emergency regulations for statewide water conservation (Attachment "B"); and
- c. Approve Resolution 7642 (Attachment "C"), updating the City's Water Conservation Policy, declaring a water emergency and implementing a comprehensive City conservation plan at Phase I.

BACKGROUND:

1. 2013 was the driest year on record for California and the drought has continued into 2014. Many regions of the State have been severely impacted, prompting Governor Brown to ask all Californians to reduce their daily water use by 20%. While Los Angeles County has prepared for dry periods like this, water reserves throughout the State are being rapidly depleted.
2. In response to the ongoing severe drought, State Water Resources Control Board (SWRCB) emergency regulations go into effect on or about August 2014 and remain in effect for 270 days (approximately nine months), unless extended by the SWRCB. Since most Californians

Consideration to Adopt an Ordinance Amending the City's Water Conservation and Management Program – San Fernando Municipal Code Chapter 94, Article III, Division IVPage 2 of 4

use 50% of water consumption of outdoor use, the regulations are intended to reduce outdoor urban water use. The regulations require all urban water suppliers to:

- Promote water conservation by implementing requirements and actions of the California Department of Water Resources (DWR) approved Water Shortage Contingency Plan that imposes mandatory watering restrictions on outdoor landscaping and turf.
 - Prepare and submit reports to SWRCB to monitor potable water production and estimate gallons of water used per person per day for residential customers.
3. Staff has issued a public service announcement by postcard to all City water consumers regarding the State Emergency Regulations. Further public education and outreach will be conducted over the next few months.
 4. The City's existing Common Sense Water Conservation Program (the Program) was originally developed in 1991 (Resolution No. 6091). An updated Conservation Program has been prepared and is attached for the Council's consideration (Attachment "C"). The proposed Resolution includes a comprehensive listing of water conservation programs that will be pursued as well as a phased conservation plan designed to be consistent with the City's Urban Water Management Plan and State guidelines.

ANALYSIS:

The City's existing regulations regarding water conservation were adopted in 1957. Since that time, the State's regulations have evolved to meet new issues relative to water use and conservation. As a result, it is necessary to update the City's local regulations to correspond with State regulations. Failure to comply with the State could result in fines or the loss of access to water conservation grant programs.

As proposed, the following modifications to the City's Municipal Code are recommended, including:

1. Changing the title of the Municipal Code section from "Water Wastage" to "Water Conservation";
2. Implementing a phased conservation program whereas the City Council can enact certain conservation measures based on the severity of drought conditions;
3. Limiting outdoor irrigation of landscaping based on the severity of drought conditions in the State;

Consideration to Adopt an Ordinance Amending the City's Water Conservation and Management Program – San Fernando Municipal Code Chapter 94, Article III, Division IVPage 3 of 4

4. Restricting ornamental facilities' (i.e., pools, fountains, etc.) use of potable water unless a recirculation system is utilized;
5. Restricting car washing unless a self closing water shut-off nozzle or device is used; and
6. Expanding enforcement authority of this section of the Municipal Code to include Code Enforcement Officers and allow for the issuance of administrative citations.

Enforcement of these proposed and existing provisions of the Municipal Code will first include education/notification of watering restrictions. Subsequent violations of the restriction could result in the issuance of administrative citations, fines, water service disconnection/termination, or even criminal prosecution as provided within the California Water Code.

Water Conservation/ Outreach Programs

The City of San Fernando, like other cities in California, will help lead by example and promote best practices for water conservation. Some goals that are included in the proposed water conservation policy include promoting awareness of current drought conditions, reducing water usage locally by 15%, promoting water rebates and programs available for residents/businesses through the Metropolitan Water District, including www.socalwatersmart.com; www.saveourwater.org; and www.bewaterwise.com. These water conservation program goals are included in the proposed Resolution and will guide City outreach efforts in the coming year.

In addition to following the State's water conservation regulations and the proposed revisions to the municipal code, several efforts will be made to educate the community about basic steps that can be used to help save water. These include such steps as:

- Checking your property for leaks and running water;
- Reducing watering times for lawns/outdoor landscaping;
- Taking shorter showers;
- Running dishwashers and clothes washers only when full; and
- Implementing water savings devices in irrigation use.

Consideration to Adopt an Ordinance Amending the City's Water Conservation and Management Program – San Fernando Municipal Code Chapter 94, Article III, Division IVPage 4 of 4

BUDGET IMPACT:

Failure to adopt changes to encourage water conservation could subject the City to fines through the State Water Resources Control Board.

CONCLUSION:

It is recommended that the City Council adopt Ordinance No. 1638 amending the San Fernando Municipal Code Chapter 94, Article III, Division 4, to adopt water restrictions that are compliant with California Water Code section 10632.

ATTACHMENTS:

- A. Ordinance No. 1638
- B. SWRCB Resolution No. 2014-0038
- C. Resolution No. 7642

ATTACHMENT "A"

ORDINANCE NO. 1638

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO, CALIFORNIA, CHAPTER 94
(UTILITIES), ARTICLE III (WATER), DIVISION IV
(WASTAGE) OF THE SAN FERNANDO MUNICIPAL
CODE**

WHEREAS, the Governor's Proclamation No. 1-17-2014, declared a State of Emergency to exist in California due to severe drought conditions; and

WHEREAS, the dire nature of the current drought requires additional conservation actions from residents and businesses; and

WHEREAS, most Californians use more water outdoors than indoors; and

WHEREAS, the State Water Resources Control Board adopted a resolution announcing emergency regulations for statewide water conservation on July 15, 2014; and

WHEREAS, all urban water supplies and all Californians are required to adhere to mandatory watering restrictions on outdoor landscaping and turf; and

WHEREAS, it is necessary to update the City's Municipal Code to ensure consistency with State regulations relating to water use and conservation practices.

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

Section 1. Chapter 94, Article III of Division IV of the San Fernando Municipal Code is amended to read as follows:

DIVISION 4. ~~WASTAGE~~ WATER CONSERVATION

Sec. 94-295. Purpose

Sec. 94-296. Definitions.

Sec. 94-297. Applicability.

Sec. 94-298. Reclamation wastewater system required for carwashes.

Sec. 94-299. Phase I Water Shortage (Voluntary Conservation)

Sec. 94-300. Phase II Water Shortage (Mandatory Conservation)

Sec. 94-301. Phase III Water Shortage (Mandatory Conservation)

Sec. 94-302. Prohibitions.

Sec. 94-~~303~~. Exemptions.

Sec. 94-~~304~~. Enforcement.

Sec. 94-~~305~~. Remedies; penalties.

Sec. 94-~~306~~. Conflict with state law.

Sec. 94-295. Purpose

Upon declaration by the City Council that a water shortage emergency exists, this plan shall be implemented to provide a vehicle to protect the public peace, health and safety by significantly and equitably reducing the consumption of potable water over an extended period. The plan shall remain in effect until the City Council declares the water shortage emergency has ended.

Sec. 94-296. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Person means any individual, firm, partnership, association, company or organization of any kind.

Water means water supplied by the city.

Cross reference— Definitions generally, § 1-2.

Sec. 94-297. Applicability.

This division shall apply to all persons using water in this city, regardless of whether any person using water shall have a contract for water service.

Sec. 94-298. Reclamation wastewater system required for carwashes.

All carwashes shall be constructed with a wastewater reclamation system approved by the public works director. No carwash shall be exempted pursuant to section 94-~~300~~ 303 from the requirements of this section.

Sec. 94-299 Phase I Water Shortage (Voluntary Conservation)

- (a) A Phase I shortage shall be declared when the City determines that a shortage of up to ten (10%) will occur in water supplies.
- (b) All elements of Sec. 94-302 (Prohibitions) shall apply in Phase I on a voluntary basis only.

Sec 94-300 Phase II Water Shortage (Mandatory Conservation)

- (a) A Phase II shortage shall be declared when the City determines that a shortage of up to twenty (20%) will occur in water supplies.
- (b) All elements of Sec. 94-302 (Prohibitions) shall apply in Phase II on a mandatory basis.

Sec 94-301 Phase III Water Shortage (Mandatory Conservation)

- (a) A Phase III shortage shall be declared when the City determines that a shortage above twenty (20%) will occur in water supplies.
- (b) All elements of Sec. 94-302 (Prohibitions) shall apply in Phase III on a mandatory basis except that:
 - 1. Restrictions on watering lawns, landscaped or other turf areas shall be modified to prohibit watering more often than every third day in a schedule to be set by the Public Works Director, with watering only during the hours of 5:00 p.m. and 10:00 a.m.;
 - 2. Commercial nurseries and other water-dependent industries shall be prohibited from watering lawn, landscaped and other turf areas more often than every third day on a schedule to be determined by the Public Works Director, and shall water only during the hours between 5:00 p.m. and 10:00 a.m.
 - 3. Water used on a one-time basis for purposes such as construction and dust control, shall be limited to that quantity identified in a plan submitted by the user which describes water use requirements. The plan shall be submitted to the City for approval. Water sources other than potable water shall be utilized where available;
 - 4. The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare.

Sec. 94-302. Prohibitions.

- (a) *Gutter flooding.* No person shall cause or permit any water furnished to any property within the city to run or to escape from any hose, pipe, valve, faucet, sprinkler or irrigation device into any gutter or otherwise to escape from the property if such running or escaping can reasonably be prevented.
- (b) *Washing hard-surfaced areas.* No person shall use any water furnished to any property within the city to wash sidewalks, walks, driveways and parking lots by hosing.
- (c) *Irrigation.* No person shall water or irrigate any shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or other vegetation between the hours of 10:00 a.m. and 5:00 p.m. No water users shall cause or allow the water to run off landscaped areas into adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.
- (d) *Ornamental facilities.* No person shall refill any fountain, pool or other facility containing water solely for ornamental purposes emptied during the effectiveness of this division.
- (e) *Leaks.* No person shall permit leaks of water which he has the authority to eliminate.
- (f) *Restaurants.* Restaurants shall only serve water to customers upon request.
- (g) *Washing Vehicles.* Washing of motor vehicles, trailers, boats and other types of equipment shall be done only with a hand-held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, except that washing may be done with reclaimed wastewater, or by a commercial car wash using recycled water.
- (h) All lawns, landscaped or other turf area shall be watered not more often than every other day and with watering only during the hours between five p.m. and ten a.m., with even-numbered addresses watering on even-numbered days of the month and odd-numbered addresses watering on odd-numbered days of the month. This provision shall apply to residential, commercial, industrial and public agencies but shall not apply to commercial nurseries, golf courses and other water-dependent industries.
- (i) *Wasting generally.* No person shall cause or permit water under his control to be wasted.

Sec. 94-303. Exemptions.

- (a) *Permit.* A person may be exempted from application of this division to a certain type of use if the city's public works director issues a permit allowing such use and if such permit issuance is based on a finding that enforcement of the applicable restriction would either:
 - (1) Cause an unnecessary and undue hardship to the applicant or the public; or
 - (2) Cause or threaten an emergency condition affecting the health, sanitation, fire protection or safety of the applicant or the public.
- (b) *Conservation devices.* The public works director may require the use of such water conservation devices or practices as he deems appropriate as a condition of the exemption permit. He shall promulgate a list of approved devices.

Sec. 94-304. Enforcement.

- (a) The public works director, the fire chief, police chief, water superintendent, or designee have the duty and are authorized to enforce this division and shall have all the powers and authority contained in Penal Code § 836.5, including the power to issue written notice to appear.
- (b) Each law enforcement officer shall, in connection with his duties imposed by law, diligently enforce this division.

Sec. 94-305. Remedies; penalties.

- (a) *Notice of violation; procedure upon failure to correct.* Prior to enforcement pursuant to section 94-304, any person who is suspected of violating this division shall be given a preliminary notice in writing of such violation, with the description of violation set forth in such preliminary notice. The person shall have 24 hours to correct the violation or terminate the use. If the violation is not corrected or the use terminated, the water division may forthwith either:
 - (1) Disconnect service;
 - (2) Install flow-restricting devices restricting water service; or
 - (3) Order issuance of a second preliminary notice.

Service disconnected or restricted pursuant to subsection (a)(1) or (2) of this section shall be restored only upon payment of the turn-on and other charges fixed by this article or the rules and regulations of the water division.

- (b) *Penalties.* Any person who has received a preliminary notice of violation of a particular section of this division and against whom the water division has taken action pursuant to this section and who has not corrected or terminated the use or at a subsequent time violates the same section of this division, regardless of whether the type of use was previously specified in any preliminary notice of violation, shall be:
 - (1) Issued an administrative citation as described in the City's comprehensive fee schedule;
or
 - (2) Guilty of a misdemeanor, punishable as provided in section 1-10. Each day any violation of this division is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

Sec. 94-306. Conflict with state law.

This division shall be inoperative to the extent any regulations and restrictions adopted pursuant to Water Code §§ 350—359 conflict.

Section 2. If any section, subsection, sentence, clause or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of San Fernando hereby declares that it would have passed and adopted this Ordinance and each and all provisions thereof, irrespective of the fact that any one or more of said provisions may be declared to be invalid.

Section 3. This Ordinance will take effect 30 days after its adoption.

Section 4. The City Clerk is directed to certify as to the adoption of this Ordinance and cause this Ordinance to be published in the manner required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on _____ day of _____, 2014.

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, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the _____ day of _____, 2014 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2014-0038****TO ADOPT AN EMERGENCY REGULATION
FOR STATEWIDE URBAN WATER CONSERVATION****WHEREAS:**

1. On April 25, 2014, Governor Edmund G. Brown Jr. issued an [executive order](#) to strengthen the state's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water. The executive order finds that the continuous severe drought conditions present urgent challenges across the state including water shortages in communities and for agricultural production, increased wildfires, degraded habitat for fish and wildlife, threat of saltwater contamination, and additional water scarcity if drought conditions continue into 2015. The [National Integrated Drought Information System](#) reported that nearly 80% of the state was reported to be under "extreme" drought conditions at the end of June;
2. The executive order refers to the [Governor's Proclamation No. 1-17-2014](#), issued on January 17, 2014, declaring a State of Emergency to exist in California due to severe drought conditions. The January Proclamation notes that the state is experiencing record dry conditions, with 2014 projected to become the driest year on record. Since January, state water officials indicate that reservoirs, rainfall totals and the snowpack remain critically low. This follows two other dry or below average years, leaving reservoir storage at alarmingly low levels. The January Proclamation highlights the State's dry conditions, lack of precipitation and the resulting effects on drinking water supplies, the cultivation of crops, and the survival of animals and plants that rely on California's rivers and streams. The January Proclamation also calls on all Californians to reduce their water usage by 20 percent;
3. There is no guarantee that winter precipitation will alleviate the drought conditions that the executive orders address, which will lead to even more severe impacts across the state if the drought wears on;
4. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports";
5. Over 400,000 acres of farmland are expected to be fallowed, thousands of people may be out of work, communities risk running out of drinking water, and fish and wildlife will suffer.

6. Many Californians have taken bold steps over the years and in this year to reduce water use; nevertheless, the dire nature of the current drought requires additional conservation actions from residents and businesses. Some severely affected communities have implemented water rationing, limiting water use in some cases to only 50 gallons per person per day, foregoing showers, laundry, toilet flushing, and all outdoor watering.
7. Water conservation is the easiest, most efficient and most cost effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved this summer is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances that water rationing is required ;
8. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water;
9. Public information and awareness is critical to achieving conservation goals and the Save Our Water campaign, run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response (<http://saveourwater.com>).
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated;
11. The emergency regulations set a minimum standard requiring only modest lifestyle changes across the state. Many communities are already doing more and have been for years. They should be commended, but can and should do more. Others are not yet doing so and should at least do this, but should do much more given the severity of the drought;
12. On July 8, 2014, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board's regularly-scheduled July 15, 2014 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations;
13. On April 25, 2014, the Governor suspended the California Environmental Quality Act's application to the State Water Board's adoption of emergency regulations pursuant to Water Code section 1058.5 to prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water, to promote water recycling or water conservation;
14. As discussed above, the State Water Board is adopting the emergency regulation because of emergency drought conditions, the need for prompt action, and current limitations in the existing enforcement process;

15. Disadvantaged communities may require assistance in increasing water conservation and state agencies should look for opportunities to provide assistance in promoting water conservation;
16. Nothing in the regulations or in the enforcement provisions of the regulations, preclude a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulations adopted by this resolution and local agencies retain their enforcement discretion in enforcing the regulations, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, sections 863, 864, and 865, as appended to this resolution as an emergency regulation;
2. The State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval;
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes;
4. These regulations shall remain in effect for 270 days after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions, or unless the State Water Board renews the regulations due to continued drought conditions as described in Water Code section 1058.5;
5. The State Water Board directs staff to provide the Board with monthly updates on the implementation of the emergency regulations and their effect;
6. Directs State Water Board staff to condition funding upon compliance with the emergency regulations, to the extent feasible;
7. Directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations; and
8. Directs State Water Board staff in developing an electronic reporting portal to include data fields so that local agencies may provide monthly reporting data on (i) conservation-related implementation measures or enforcement actions taken by the local agency and (ii) substitution during the drought of potable water with recycled water to extend water supplies.

THEREFORE BE IT FURTHER RESOLVED THAT:

9. The State Water Board commends water suppliers that have increased conservation messaging and adopted innovative strategies to enhance customer awareness of water use, such as applications that let customers compare their water use to water use by others; reduce system losses, such as fixing system leaks which can deplete supplies by 10 percent or more; and establish incentives to reduce demand, such as tiered or drought rate structures. The State Water Board also commends all Californians that have already been working to maximize their conservation efforts, both at home and at work;
10. The State Water Board calls upon water suppliers to take the following actions:

Educate customers and employees

- Retail water suppliers should provide notice of the regulations in English and Spanish in one or more of the following ways: newspaper advertisements, bill inserts, website homepage, social media, notices in public libraries;
- Wholesale suppliers should include reference to the regulations in their customer communications;
- All water suppliers should train personnel on the regulations;
- All water suppliers should provide signage where recycled or reclaimed water is being used for activities that the emergency regulations prohibit with the use of potable water, such as operation of fountains and other water features;
- All water suppliers should redouble their efforts to disseminate information regarding opportunities and incentives to upgrade indoor fixtures and appliances;
- All water suppliers should use education and the tools available through the Save Our Water website (<http://saveourwater.com>); and
- All water suppliers should educate and prepare their boards and councils on the drought response actions contained in the emergency regulations and in this resolution, and to make sure that drought response items are placed on agendas as early as possible;

Increasing local supplies

- All water suppliers should accelerate the completion of projects that will conserve potable water by making use of non-potable supplies, such as recycled water, "greywater," and stormwater collection projects;
- All water suppliers should improve their leak reporting and response programs and request that police and fire departments and other local government personnel report leaks and water waste that they encounter during their routine duties/patrols;
- Smaller water suppliers – those with fewer than 3,000 service connections – should take proactive steps to secure their communities' water supplies and educate their customers about water conservation and the status of their supply reserves;
- All water suppliers should conduct water loss audits and make leak detection and repair a top priority for the duration of the drought; and
- All urban water suppliers should evaluate their rate structures and begin to implement needed changes as part of planning for another dry year. Information and assistance on setting and implementing drought rates is available from the Alliance for Water Efficiency. (<http://www.allianceforwaterefficiency.org/>).

11. The State Water Board calls on all Californians to take the following additional actions:
 - Further reduce water demand, whether by using less water in daily routines indoors and out, retrofitting appliances and installing greywater and rainwater catchment systems; and
 - Check residential and business water bills to see if there are high charges that may indicate a leak and to fix the leak, if they are able, or contact their local water utility if they need assistance.
12. The State Water Board encourages its staff, the Department of Water Resources, the Public Utilities Commission, urban water suppliers, and other local agencies to look for opportunities to encourage and promote new technologies that reduce water usage, including through timely access to water usage information and behavioral response.
13. The State Water Board encourages all state and local agencies to look for additional opportunities to minimize potable water use in outdoor spaces.
14. The State Water Board encourages investor-owned utilities to expeditiously submit applications for implementation of the regulations to the California Public Utilities Commission.

CERTIFICATION


The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 15, 2014.

AYE: Chair Felicia Marcus
Vice Chair Frances Spivy-Weber
Board Member Steven Moore
Board Member Dorene D'Adamo

NAY: None

ABSENT: Board Member Tam M. Doduc

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

PROPOSED TEXT OF EMERGENCY REGULATIONS

Article 22.5. Drought Emergency Water Conservation

Sec. 863 Findings of Drought Emergency

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Authority: Wat. Code, § 1058.5.

References: Wat. Code, §§ 102, 104, 105.

Sec. 864 Prohibited Activities in Promotion of Water Conservation

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(b) The taking of any action prohibited in subdivision (a) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Authority: Wat. Code, § 1058.5.

References: Wat. Code, §§ 102, 104, 105.

PROPOSED TEXT OF EMERGENCY REGULATIONS

Sec. 865 Mandatory Actions by Water Suppliers

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.

(2) As an alternative to subdivision (b)(1), an urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within thirty (30) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(d) In furtherance of the promotion of water conservation each urban water supplier shall prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, each urban water supplier shall state the number of persons it serves.

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within thirty (30) days, take one or more of the following actions:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2) Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Authority: Wat. Code, § 1058.5.

References: Wat. Code, §§ 102, 104, 105; 350; 10617; 10632.

ATTACHMENT “C”**RESOLUTION NO. 7642****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, DECLARING A DROUGHT EMERGENCY
AND IMPLEMENTING A WATER CONSERVATION PLAN**

WHEREAS, the City Council adopted Ordinance 1638 Amending Division IV, Article III of Chapter 94 of the San Fernando Municipal Code; and

WHEREAS, the Governor’s Proclamation No. 1-17-2014, declared a State of Emergency to exist in California due to severe drought conditions; and

WHEREAS, the dire nature of the current drought requires additional conservation actions from residents and businesses; and

WHEREAS, most Californians use more water outdoors than indoors; and

WHEREAS, the State Water Resources Control Board adopted a resolution announcing emergency regulations for statewide water conservation on July 15, 2014; and

WHEREAS, all urban water supplies and all Californians are required to adhere to mandatory watering restrictions on outdoor landscaping and turf.

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

Section 1. Declare a State of Water Shortage Emergency exists in the City of San Fernando.

Section 2. Implement a Water Conservation Plan pursuant to the San Fernando Municipal Code Section 94, Article III, and Division IV at a Phase I level, effective November 1, 2014.

Section 3. Adopt a City “Water Conservation Program” with programs and policies listed in Exhibit “A” that are designed to increase water efficiency and conservation within the City of San Fernando.

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2014.

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 adopted at a regular meeting of the City Council held on the 6th day of October, 2014 by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

**EXHIBIT “A”**

**Proposed Water Conservation Programs
October 2014**

Description

Beginning in fall 2014, the City of San Fernando will undertake efforts to encourage water conservation practices and promote available rebates/resources for water conservation.

Tasks

What	When
Water Conservation Ordinance Revise Ordinance to meet new State regulations.	City Council consideration October 2014
Outreach <ul style="list-style-type: none"> Add City Webpage Link – Titled “Conserve Water” Include links to: socialwatersmart.com; saveourwater.org; upperdistrict.org/conserve/ 	Fall 2014
City Messaging – Help Promote Water Conservation/Rebates <ul style="list-style-type: none"> City Website - Add Links City Newsletter – Rosemead Resources City Recycling Newsletter Include taglines such as “Water Conservation as a Way of Life” and “Californians Don’t Waste”; Reference socialwatersmart.com explaining water rebates and toolkit on saveourwater.org	Fall 2014
Technology to Improve Conservation <ul style="list-style-type: none"> Link www.watersmartsoftware.com to City Water Conservation webpage 	Fall 2014
High Efficiency Toilet Giveaway (Coordinate with MWD or other water agencies) Explore the possibility of an exchange program for residents.	Winter or Spring 2014
Low Impact Development Storm Water Ordinance – Encourage practices to minimize storm water runoff and encourage water conservation practices.	Spring 2015
Water Efficient Landscape Classes (Coordinate with MWD or other water agencies) Encourage community use of drought tolerant landscaping and employing water conservation practices in outdoor landscaping.	Spring 2015
Large Landscape Water Audit With MWD, conduct a water usage audit on City facilities, parks, and other landscaped areas.	Spring 2014
Water Program Rebates <ul style="list-style-type: none"> Resident/Business/City Participation in MWD D Programs Encourage use of turf rebate programs and conversion to other water-saving irrigation equipment.	Ongoing

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 6, 2014

Subject: Consideration to Adopt Ordinance No. 1636 Related to the Statutory Maximum for City Councilmember's Salary

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading (in title only), and waive further reading of Ordinance No. 1636 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, Amending Section 2-31 (Council Members – Salary) of Division 1 (Generally) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando City Code of Ordinances Relating to City Council Member Salaries".

BACKGROUND:

1. California Government Code Section 36516 authorizes city councils to enact an ordinance providing a salary for each member based the population of the city. The maximum authorized salary prescribed for cities up to and including 35,000 in population is three hundred dollars (\$300) per month.
2. The Government Code also authorizes councilmember salaries to exceed the prescribed amount by adopting an ordinance, provided the increase does not exceed five percent (5%) simple interest for each calendar year from the operative date of the last salary adjustment.
3. On February 20, 1980, City Council adopted two ordinances related to compensation (Ordinance No.s 1158 and 1159) that set monthly compensation at \$282 per month. The operative date of these Ordinances was April 1, 1980.
4. On September 15, 1986, City Council adopted Ordinance No. 1292, increasing compensation to \$378 per month. The operative date of this Ordinance was October 15, 1986.

Consideration to Adopt Ordinance No. 1636 Related to the Statutory Maximum for City Councilmember's SalaryPage 2 of 3

5. On December 18, 1995, City Council adopted Ordinance No. 1459, increasing compensation to \$476.40 per month. The operative date of this Ordinance was April 1, 1997.
6. On April 3, 2000, City Council adopted Ordinance No. 1515, increasing compensation to \$579.06 per month. The operative date of this Ordinance was March 13, 2001.

ANALYSIS:

As authorized by State law, San Fernando establishes City Councilmember salary by ordinance. The current practice is to periodically review and update the salary ordinance pursuant to the parameters prescribed in the Government Code. Each time the salary is updated, a new ordinance identifying the maximum salary is adopted. The maximum salary currently identified in the City Code is \$579.06.

To streamline compliance with the Government Code, staff recommends that City Council adopt the proposed Ordinance which enables a City Council salary and authorizes the amount to be set by resolution pursuant to the amounts authorized in Government Code 36516, which is a common arrangement among cities.

Authorizing rates by ordinance and setting them by resolution is regarded as an effective and efficient practice in good governance. Adoption of a resolution still requires City Council action at a public meeting; however, it does not have the added (and costly) bureaucratic process of special notification in a locally adjudicated newspaper, special reading at a public hearing, and 30-day vesting period before the action becomes effective. Adoption of a resolution provides clear intent and direction of City Council's action while providing the advantages of immediate effectiveness (unless otherwise prescribed by law) and fewer administrative requirements.

The City already authorizes rates by ordinance and sets them by resolution for user fees, development permits, parking meter rates, and certain administrative fines, among others. Adoption of the proposed Ordinance will bring the process for setting City Councilmembers' salaries in-line with other rate setting processes already in place in the City Code.

The last review and update of City Council salary was conducted more than 14 years ago. If the proposed Ordinance is adopted, staff will review the statutory maximum set in April 2000 and, if necessary, draft a resolution related to Councilmembers' statutory maximum salary.

Consideration to Adopt Ordinance No. 1636 Related to the Statutory Maximum for City Councilmember's SalaryPage 3 of 3

BUDGET IMPACT:

Adoption of the proposed Ordinance will have no fiscal impact. The fiscal impact of future salary adjustments adopted by resolution will be identified during consideration of the salary resolution.

CONCLUSION:

Adoption of the proposed Ordinance will further streamline the City's Code by bringing it in line with other activities that are authorized by ordinance and set by resolution, while preserving accountability through public review at a City Council meeting.

ATTACHMENT:

A. Ordinance No. 1636

ATTACHMENT "A"**ORDINANCE NO. 1636****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING SECTION 2-31 (COUNCIL MEMBERS – SALARY) OF DIVISION 1 (GENERALLY) OF ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO CITY CODE OF ORDINANCES RELATING TO CITY COUNCIL MEMBER SALARIES****RECITALS**

WHEREAS, pursuant to California Government Code section 36516, a city council may enact an ordinance providing that each member of the city council shall receive a salary; and

WHEREAS, on April 3, 2000, the City of San Fernando ("City") adopted Ordinance No. 1515 amending the San Fernando City Code ("SFCC") to provide that each member of the City Council shall receive a salary and setting the amount of such salary; and

WHEREAS, it is a common practice among California cities to adopt an ordinance providing that city council members shall receive a salary in an amount set by resolution of the city council, subject to the limitations of Government Code section 36516, so as to allow the city council to adjust council member salary as authorized by state law without having to modify the city's municipal code with each adjustment; and

WHEREAS, the City Council wishes to amend Section 2-31 of Division 1 of Article II of Chapter 2 of the SFCC to provide that City Councilmembers shall receive a salary pursuant to Government Code section 36516 in an amount to be set by resolution of the City Council; and

WHEREAS, pursuant to Government Code sections 36516(f) and 36516.5, City Councilmembers are free to waive any portion of their salary and any change in salary set by resolution or ordinance shall not apply to City Councilmembers until at least one (1) member of the City Council begins a new term of office.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Amendment of Code. Section 2-31 of Division 1 of Article II of Chapter of the San Fernando City Code is amended to read:

"Sec. 2-31. Council members — Salary.

- (a) Pursuant to Government Code § 36516, each member of the city council shall receive a monthly salary in an amount to be set by resolution of the city council. Such salaries shall be payable at the same time and in the same manner as the salaries that

are paid to other officers and employees of the city. The salaries prescribed in this section are exclusive of any amounts payable to each member of the council as reimbursement for actual and necessary expenses incurred in the performance of official duties of the city.

- (b) The monthly salary set forth in subsection (a) of this section shall become effective in the first full calendar month following the date upon which one or more members of the city council begins a new term of office.”

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 5. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on _____ day of _____, 2014.

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, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the _____ day of _____, 2014 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
By: Fred Ramirez, Community Development Director

Date: October 6, 2014

Subject: Consideration to Adopt Ordinance No. 1637 Establishing Rules and Regulations Regarding Development Agreements

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading (in title only), and waive further reading of Ordinance No. 1637 (Attachment "A") "An Ordinance of the City of San Fernando California Amending Chapter 106 (Zoning), Article VI (General Regulations) of the San Fernando City Code to Establish Division 17 Regarding Development Agreements".

BACKGROUND:

1. California's planning and zoning laws authorize cities to enter into development agreements and establishes general rules governing development agreements (California Government Code Sections 65864 et seq.). Per State law, the City must establish procedures and requirements in order to consider development agreement applications based on a request by an applicant. The City has not yet received a request for a development agreement. However, it is staff's assessment that it would be prudent at this time for the City to adopt procedures and requirements for the consideration of development agreements contained in the proposed Ordinance (Attachment "A"). Establishing procedures and associated regulations for development agreements at this time will provide staff, prospective applicants, the Planning and Preservation Commission, and the City Council with a clearly defined process to follow and will provide greater transparency and understanding for the public of the development agreement application review process.
2. On September 9, 2014, the Planning and Preservation Commission held a Public Hearing to consider the proposed draft Ordinance. Subsequent to the staff presentation, solicitation of public input, and Commissioner discussion, the Planning and Preservation Commission

Consideration to Adopt Ordinance No. 1637 Establishing Rules and Regulations Regarding Development AgreementsPage 2 of 5

voted to recommend to the City Council approval of the proposed Ordinance (Attachment "A") establishing City rules and regulations governing the City's acceptance, review and approval of future applications for development agreements. Attachment "C" is the draft summary minutes of the September 9, 2014, Planning and Preservation Commission Meeting.

ANALYSIS:

The City currently does not have an ordinance that regulates the use of development agreements. In the past, the City has considered applicant requests on a case-by-case basis and has used memorandum of understandings, disposition and development agreements, and/or owner participation agreements as the processes to facilitate economic development and negotiate the terms of any agreements between the City and/or former Redevelopment Agency and developers.

The development agreement is a contract between the City and a developer that specifies in great detail the rules for a project with very specific terms. The benefit for the developer is that they can be assured of what their entitlements are and know the local rules and regulations that will govern the project as part of the City's approval of said development agreement. The benefit for the City is that the development agreement creates greater opportunities to negotiate conditions/concessions including, but not limited to, development conditions and exactions and fees beyond what is allowed through the normal development review and approval process (California Government Code Section 66000(b)). Projects approved as part of the development agreement review process are still subject to compliance with the California Environmental Quality Act (CEQA), which may result in additional development conditions and mitigation measures in order to mitigate potential significant adverse environmental impacts associated with said project. In addition, the development agreement approval process must still ensure a project's compliance with applicable State and Federal regulations.

Cities throughout California have used the development agreement process to facilitate amongst other things: school, park, and other facility funding; housing and mixed-use development projects; and, multi-phase commercial projects.

The proposed Ordinance (Attachment "A") also includes a Public Hearing process before the Planning and Preservation Commission and the City Council during which the community and the decision makers can seek to address a project's impacts to neighboring land uses and the community. Development agreements must also be approved by resolution or ordinance, which requires the aforementioned hearings before the Planning and Preservation Commission and the City Council (California Government Code Section 36934). Furthermore, post the development agreement approval by the City, the agreement must be reviewed on an annual basis to ensure compliance with development conditions and project milestones. The proposed Ordinance's

Consideration to Adopt Ordinance No. 1637 Establishing Rules and Regulations Regarding Development AgreementsPage 3 of 5

development agreement review and approval process is intended to further the City's goal of promoting the community's needs and receive greater community benefit than would otherwise be achieved through the existing land use regulatory process.

Planning staff has reviewed the proposed Ordinance, and has determined that the proposed zone text amendment establishing rules and regulations for development agreements is exempt under the California Environmental Quality Act (CEQA) Guidelines using the General Rule Exemption, Section 15061(b)(3). Therefore, if the Planning and Preservation Commission agrees with planning staff's determination, then no further environmental review is required.

As previously noted in the prior section, on September 9, 2014, the Planning and Preservation Commission reviewed the proposed draft Ordinance and recommended approval of the zone text amendment to the City Council as part of Planning and Preservation Commission Resolution 2014-10 (Attachment "B"). If the City Council concurs with the Planning and Preservation Commission's and staff's assessment, it would be the determination of the City Council that the findings for approval of the requested zone map amendment could be made in this instance based on the above discussion, and as explained below.

A. Consistency with the objectives, policies, general land uses and programs of the City's General Plan.

The proposed zone code/text amendments to the San Fernando City Code would specify procedures and requirements for the City to consider development agreements as provided for in Government Code Section 65864 et seq., which allows the city and a person who has ownership or control of property within the city to enter into said agreement to facilitate the development of said property. The purpose of the development agreement is to specify the standards and conditions that will govern development of the property. The development agreement provides assurance to the developer that he/she may proceed to develop the project subject to the rules and regulations in effect at the time of approval and will encourage private investment.

In addition, the zone code/text amendments will: (1) establish a development agreement process that strengthens the public planning process through the requirement that agreements are approved by the city in a public hearing with clear expectations on city and developer requirements and obligations in the agreement; (2) encourage public and private participation; and (3) commits the city and developer to a comprehensive planning process that seeks to make maximum efficient utilization of resources at the least economic cost to the public. To this end, the zone code/text amendment will allow the City to consider conditions (mitigation measures) on proposed development that must be met to assure that a project at a specific location does not have unacceptable impacts on neighboring properties or community infrastructure. The agreement will also seek to: clarify how the project may be phased,

Consideration to Adopt Ordinance No. 1637 Establishing Rules and Regulations Regarding Development AgreementsPage 4 of 5

the required timing of public improvements, and the developer's contribution toward funding public infrastructure, including, but not limited to, streets, sewerage, transportation, drinking water, school, and public utilities.

Therefore, the proposed approval of the zone code/text amendment and associated adoption of the Ordinance would be in compliance with the City's General Plan land use and housing elements by allowing future development proposals under the development agreement to consider new public and private investment that: preserve the small town character of the community; facilitate new public and private investment within the City's commercial corridors and neighborhoods; maintain and enhance the quality of existing housing, neighborhoods, and health of residents through new investment; preserve the character, scale, and quality of established residential neighborhood; and, maintain the quality of life within the community by providing adequate maintenance of streets, sidewalks, parks, and other public facilities (General Plan Land Use Element Goals I, II; City General Plan 2013-2021 Housing Element Goals 1.0 and 2.0, Policies 1.1, 1.2, 1.3, 1.6, 2.1, 2.2 and 2.7).

B. Not detrimental to the public interest, health, safety, convenience or welfare.

The proposed zone code/text amendments to establish procedures and requirements for the City to consider development agreements as provided for in Government Code Section 65864 et seq., would allow the City to condition as part of the agreements proposed development mitigation measures that ensure the proposed project at a specific location does not have unacceptable impacts on neighboring properties or community infrastructure. The agreement will also seek to: clarify how the project may be phased; the required timing of public improvements; and, the developer's contribution toward funding public infrastructure, including, but not limited to, streets, sewerage, transportation, drinking water, school, and public utilities. Therefore, the proposed zone code/text amendments would not be detrimental to the public interest, health, safety, convenience or welfare.

BUDGET IMPACT:

Adoption of the proposed Ordinance (Zone Text Amendment 2014-001) will not have negative impact on the City's budget. Adoption of the proposed Ordinance will create new land use and zoning tools available to the City to consider future development projects. The Ordinance will ensure that the appropriate mitigation measures and conditions of approval are applied to future projects under the development agreement ordinance that provide for the recovery of all costs associated with the entitlement and subsequent development of projects. It is anticipated that adoption of the process will, over time, result in new building permit fees and

Consideration to Adopt Ordinance No. 1637 Establishing Rules and Regulations Regarding Development AgreementsPage 5 of 5

property tax revenues to the City as new projects are developed under the development agreement application process.

CONCLUSION:

It is the assessment of staff and the Planning and Preservation Commission that the approval of the proposed Ordinance is warranted. The proposed Ordinance will create new land use and zoning tools that will facilitate additional development within the community that is consistent with the City's General Plan and Zoning Ordinance.

ATTACHMENTS:

- A. Ordinance No. 1637
- B. Commission Resolution No. 2014-10
- C. Draft June 23, 2014 Planning and Preservation Commission Minutes

ATTACHMENT "A"**ORDINANCE NO. 1637****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 106 (ZONING), ARTICLE VI (GENERAL REGULATIONS) OF THE SAN FERNANDO CITY CODE TO ESTABLISH DIVISION 17 REGARDING DEVELOPMENT AGREEMENTS**

WHEREAS, California Government Code Sections 65864 et seq. authorizes cities to enter into development agreements (the "Development Agreement Statute"); and

WHEREAS, the Development Agreement Statute requires that the City, upon request by an applicant, adopt an ordinance specifying procedures and requirements for consideration of development agreements; and

WHEREAS, the City of San Fernando does not currently have a procedure for processing development agreement applications; and

WHEREAS, the San Fernando City Council ("City Council") desires to promote and protect the public health, safety, and welfare by providing a greater degree of certainty in the development process through the usage of development agreements; and

WHEREAS, on August 5, 2014, the San Fernando Planning and Preservation Commission held a properly noticed Public Hearing at which it received a report from City staff as well as oral and written testimony from the public, and deliberated on the item. At that meeting, the Planning and Preservation Commission recommended through the adoption of Planning and Preservation Commission Resolution 2014-11 that the City Council adopt the proposed zone code amendments in this Ordinance; and

WHEREAS, on October 6, 2014, the City Council held a Public Hearing on the proposed Ordinance that was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

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

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. The City Council hereby finds as follows:

- a) **The proposed zone text amendment is consistent with the objectives, policies, general land uses and programs of the City's General Plan.**

The proposed zone code/text amendments to the San Fernando City Code would specify procedures and requirements for the City to consider development agreements as provided for in Government Code Section 65864 et seq., which allows the city and a person who has ownership or control of property within the city to enter into said agreement to facilitate the development of said property. The purpose of the development agreement is to specify the standards and conditions that will govern development of the property. The development agreement provides assurance to the developer that he/she may proceed to develop the project subject to the rules and regulations in effect at the time of approval and will encourage private investment.

In addition, the zone code/text amendments will: (1) establish a development agreement process that strengthens the public planning process through the requirement that agreements are approved by the city in a public hearing with clear expectations on city and developer requirements and obligations in the agreement; (2) encourage public and private participation; and (3) commits the city and developer to a comprehensive planning process that seeks to make maximum efficient utilization of resources at the least economic cost to the public. To this end, the zone code/text amendment will allow the City to consider conditions (mitigation measures) on proposed development that must be met to assure that a project at a specific location does not have unacceptable impacts on neighboring properties or community infrastructure. The agreement will also seek to: clarify how the project may be phased, the required timing of public improvements, and the developer's contribution toward funding public infrastructure, including, but not limited to, streets, sewerage, transportation, drinking water, school, and public utilities.

Therefore, the proposed approval of the zone code/text amendment and associated adoption of the Ordinance would be in compliance with the City's General Plan land use and housing elements by allowing future development proposals under the development agreement to consider new public and private investment that: preserve small town character of the community; facilitate new public and private investment within the City's commercial corridors and neighborhoods; maintain and enhance the quality of existing housing, neighborhoods, and health of residents through new investment; preserve the character, scale, and quality of established residential neighborhood; and, maintain the quality of life within the community by providing adequate maintenance of streets, sidewalks, parks, and other public facilities (General Plan Land Use Element Goals I, II; City General Plan 2013-2021 Housing Element Goals 1.0 and 2.0, Policies 1.1, 1.2, 1.3, 1.6, 2.1, 2.2 and 2.7).

b) The adoption of the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The proposed zone code/text amendments to establish procedures and requirements for the City to consider development agreements as provided for in Government Code Section 65864 et seq., would allow the City to condition as part of the agreements proposed development mitigation measures that ensure the proposed

project at a specific location does not have unacceptable impacts on neighboring properties or community infrastructure. The agreement will also seek to: clarify how the project may be phased; the required timing of public improvements; and, the developer's contribution toward funding public infrastructure, including, but not limited to, streets, sewerage, transportation, drinking water, school, and public utilities. Therefore, the proposed zone code/text amendments would not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 3. Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code is hereby amended with the following language to establish Division 17, specifying procedures and requirements for consideration of development agreements, in compliance with the Development Agreement Statute:

"Division 17. Development Agreements

Sections:

- 106-1450 Findings and declaration of intent.**
- 106-1451 Purpose of development agreement.**
- 106-1452 Authority for adoption.**
- 106-1453 Definitions.**
- 106-1454 Forms and information.**
- 106-1455 Fees.**
- 106-1456 Qualification as an applicant.**
- 106-1457 Procedure for development agreement.**
- 106-1458 Proposed form of development agreement.**
- 106-1459 Review of application.**
- 106-1460 Contents of development agreement.**
- 106-1461 Public hearing (planning and preservation commission).**
- 106-1462 Review- standard (planning and preservation commission).**
- 106-1463 Recommendation by planning and preservation commission.**
- 106-1464 Setting hearing date by city council.**
- 106-1465 Ordinance public hearing (city council).**
- 106-1466 Conduct public hearing by the city council.**
- 106-1467 Consistency with general plan and specific plans (city council).**
- 106-1468 Notice.**
- 106-1469 Form and time of notice.**
- 106-1470 Coordination of development agreement application with other discretionary approvals.**
- 106-1471 Time and initiation of review.**
- 106-1472 Finding of compliance.**
- 106-1473 Failure to find good faith compliance.**
- 106-1474 Public hearing.**
- 106-1475 Findings upon public hearing.**
- 106-1476 Procedure upon findings.**
- 106-1477 Certificate of compliance.**

- 106-1478 Initiation of amendment or cancellation.**
- 106-1479 Procedure.**
- 106-1480 Failure to receive notice.**
- 106-1481 Rules governing conduct of hearing.**
- 106-1482 Irregularity in proceeding.**
- 106-1483 Subsequently adopted State and Federal laws.**
- 106-1484 Architectural review.**
- 106-1485 Governing rules, regulations, development policies and effect of development agreement.**
- 106-1486 Rights of the parties after cancellation or termination.**
- 106-1487 Construction.**
- 106-1488 Recordation of development agreement, ordinances and notices.**
- 106-1489 Enforcement of development agreements.**
- 106-1490 Severability clause.**
- 106-1491 Judicial review- time limitation.**
- 106-1492 Condemnation.**

Sec. 106-1450. Findings and declaration of intent.

(a) The California Legislature in section 65864 of the government code has found that the lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) The city council finds and determines that the public safety, health, convenience, comfort, prosperity, and general welfare will be furthered by the adoption of this division in order to provide a mechanism for the enactment of development agreements in order to implement various goals and objectives of the city's general plan and to provide flexibility for the implementation of certain development project approvals for the development of particular projects and to provide a mechanism for allowing expenditures to respond selectively to development proposals, including assurances of adequate public facilities at the time of development, proper timing and sequencing of development, effective capital improvement programming to accomplish the foregoing purposes and aims and the realization of the benefits to be derived therefrom.

Sec. 106-1451. Purpose of development agreement.

Development agreements enacted pursuant to this division are to assure the qualified applicant for a development project that upon approval of the development project by the city, the qualified applicant may proceed with the development project in accordance with certain existing policies, rules and regulations, and subject to specified conditions of approval.. Development agreements will also ensure that all conditions of approval, including the construction of off-site improvements made necessary by such land developments, will proceed in an orderly and economical fashion to the benefit of the city.

Sec. 106-1452. Authority for adoption.

This division pertaining to development agreements for the implementation of development projects, is adopted under the authority of government code sections 65864 through 65869.5, as amended.

Sec. 106-1453. Definitions.

The following terms when used in this division shall have the following respective meanings:

- (1) "developer" means a person who has a legal or equitable interest in the real property which is the subject of a development agreement.
- (2) "development agreement" means a development agreement enacted by legislation between the city and a qualified applicant pursuant to government code sections 65864 through 65869.5.
- (3) "director" means the community development director or his or her duly authorized designee.
- (4) "qualified applicant" is a person who has a legal or equitable interest in the real property which is the subject of a proposed development agreement.

Sec. 106-1454. Forms and information.

- (a) The director shall prescribe the form of each application, notice, and documents provided for or required under this division for the preparation and implementation of development agreements consistent with the provisions of this division and chapter.
- (b) The director may require an applicant for a development agreement to submit such information and supporting data as the director, city council, and other agencies to which the applicant is referred under this division and chapter, which are considered necessary to properly process the application.

Sec. 106-1455. Fees.

The city council shall, from time to time by separate resolution or resolutions, fix schedules of fees and charges to be imposed for the filing, processing, and recording of each application and document provided for or required under this division and chapter, which fees and charges as then currently prescribed shall accompany each application made under this division and chapter.

These fees and charges shall be in addition to, and not in substitution of, any other required fees and charges relative to development of the subject property and shall be for the purpose of defraying the costs associated with city review and action on an application.

Sec. 106-1456. Qualification as an applicant.

Except as provided in section 106-1457(a), only a qualified applicant may file an application to

enter into a development agreement. A qualified applicant includes an authorized agent of a qualified applicant. The director may require an applicant to submit proof of his/her interest in the real property and of the authority of the agent to act for the qualified applicant. Such proof may include a title report, policy or guarantees issued by a title insurance company licensed to do business in the State of California evidencing the requisite interest of the applicant in the real property. If the application is made by the holder of an equitable interest, the application shall be accompanied by a title guarantee issued by a title insurance company report and by a notarized statement of consent to proceed with the proposed development agreement executed by the holder of the legal interest. Before processing the application, the director shall obtain the opinion of the city attorney as to the sufficiency of the qualified applicant's interest in the real property to enter into the development agreement as a qualified applicant hereunder.

106-1457. Procedure for development agreement.

(a) Initiation by Application. An application for a development agreement may be made to the director in accordance with the procedures set forth herein.

- (1) Application may be made by any qualified applicant.
- (2) Application may be made by the city council. If an application is made for a development agreement by the city council, the city shall obtain and attach a notarized statement of consent to proceed with the proposed agreement executed by the owner of the subject property.

(b) Contents of the Application. The application shall be on a form prescribed by the director and shall be accompanied by a proposed ordinance and development agreement.

Sec. 106-1458. Proposed form of development agreement.

Each application shall be accompanied by the form of development agreement proposed by the qualified applicant or as authorized in section 106-1457. Any such development agreement prepared by a qualified applicant shall contain the provisions required under section 106-1460, section 106-1483, and section 106-1485 of this division shall also include the following:

- (1) The parties to the development agreement;
- (2) The nature of the qualified applicant's legal or equitable interest in the real property constituting such person as a qualified applicant hereunder;
- (3) A description of the development project sufficient to permit the development agreement to be reviewed under the applicable criteria of this division and chapter. Such description may include, but is not limited to, references to site and building plans, elevations sufficient to determine heights and areas, relationships to adjacent properties and operational data. Where appropriate, such description may distinguish between elements of the development project which are proposed to be fixed under the development agreement, those which may vary and the standards and criteria pursuant to which the same may be reviewed;
- (4) An identification of the approvals and permits for the development project enacted to the date of or contemplated by the development agreement;

- (5) The proposed duration of the development agreement;
- (6) The proposed site improvement and building improvement design standards which the applicant shall use and apply for guidance of city consideration of the applicant's development project;
- (7) The proposed phasing of the construction, and any public improvements to be required;
- (8) A program and criteria for regular periodic review under this division and chapter;
- (9) Proposed provisions providing security for the performance of the qualified applicant under the development agreement;
- (10) Any other relevant provisions which may be deemed necessary by the director pursuant to this division and chapter.

Sec. 106-1459. Review of application.

(a) Upon submission of an application for a development agreement, the director shall stamp on the application the date it is received. Within thirty (30) days after receipt of application the director shall review the application and accompanying documentation for legal sufficiency, compliance with technical requirements and may reject it if it is incomplete or inaccurate for processing. If the director finds that the application is complete for processing the director shall accept it for filing. The director shall cause a written notice of acceptance or rejection to be mailed or delivered to qualified applicant. If rejected, the notice must also give the reason for the rejection. If such notice is neither mailed nor delivered within thirty (30) days following receipt of application for the development agreement, the application shall be deemed filed on the thirtieth day following its receipt by the director.

(b) After the application is accepted for filing or deemed filed, the director shall then review the application and determine any additional requirements necessary to complete the form of development agreement. After receiving the required information, the director shall prepare a staff report and recommendation and shall state whether or not the development agreement as proposed, or in an amended form (specifying the nature of the amendments), would implement, be consistent with and in compliance with, the adopted general plan. Any proposed specific plan, relevant city policies and guidelines for development, and the provisions of this division and chapter. The director shall, as part of the review of the application, circulate copies of the proposed development agreement to those city departments and other agencies having jurisdiction over the development project to be undertaken pursuant to the development agreement for review and comment by such city departments and agencies. The city attorney shall also review the proposed development agreement for legal form and sufficiency and shall approve and/or prepare a proposed ordinance authorizing the city to enter into the development agreement for action by the city council upon hearing thereof as specified by this division and chapter. The staff report and recommendation of the director shall include any appropriate recommendations received, and the proposed form of ordinance prepared by the director and approved by the city attorney.

(c) Upon the completion of such review, the director shall set the matter for a public hearing before the planning and preservation commission.

Sec 106-1460. Contents of development agreement.

(a) A development agreement shall specify its duration, the permitted uses of the property thereunder, the density and/or intensity of use, the maximum height and size of proposed buildings and improvements, and provisions for reservation or dedication of land for public purposes. A development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions; provided, that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the property for the uses and to the density or intensity, height, and size of development set forth in the development agreement and phasing if and to the extent the development agreement so provides. Without limitation as to types of conditions, terms, and restrictions, the development agreement may provide for the phasing of construction of development projects and any improvements with respect thereto, and the development agreement may also provide that the construction shall be commenced and completed within specified times and that the development project, public improvements, or any phase thereof be commenced and completed within specified times.

(b) A development agreement shall include all conditions imposed by the city, and may also include conditions imposed by other agencies, and all obligations agreed to by the city and other parties to the development agreement with respect to the development project thereunder including those conditions authorized by law and/or required pursuant to the California Environmental Quality Act, or the National Environmental Protection Act, and the city's regulations with respect thereto in order to eliminate or mitigate environmental and traffic impacts caused by or aggravated as a result of the development project proposed under the development agreement.

(c) A development agreement shall contain an indemnity and insurance clause in form and substance acceptable to the city attorney, requiring the qualified applicant to protect, defend, indemnify and hold harmless the city against claims arising out of the development process; provided, that such a provision does not violate applicable law or constitute a joint venture, partnership or other participation in the business affairs of qualified applicant by the City.

(d) A development agreement shall include appropriate provisions acceptable to the city attorney providing security for the performance under the development agreement.

Sec. 106-1461. Public hearing (planning and preservation commission).

On the date set for hearing or on the date or dates to which the hearing is scheduled, a development agreement shall be considered at a public hearing before the planning and preservation commission pursuant to the procedures described in this division and chapter.

Sec. 106-1462. Review -Standard (planning and preservation commission).

The planning and preservation commission may recommend adoption of a development agreement as a method of implementing or providing standards and criteria for any approval of the planning and preservation commission or permits or approvals issued or made by any other

city agency, including but not limited to:

- (1) Rezoning and/or conditions imposed upon approval of rezoning;
- (2) Issuance of a conditional use permit;
- (3) Conditions imposed upon approval of a permit after discretionary review;
- (4) Conditions imposed in connection with the adoption of any general plan amendment or specific plan;
- (5) Site-specific conditions imposed in any other district;
- (6) Approval of and/or conditions imposed upon approval of a subdivision or parcel map or maps;
- (7) The separate review and approval by the city attorney of conditions, covenants and restrictions (CC&Rs) affecting the subject property where the development project affects, or is proposed to affect, more than one (1) legal parcel, which CC&Rs shall include enforcement provisions acceptable to the city including without limitation the grant of power to the city by the applicant to enforce the property maintenance standards set forth in such CC&Rs as if the city was a property owner party to such CC&Rs. Such CC&Rs shall be recorded against the lands included in the development project prior to issuance by the city of any certificate of occupancy.
- (8) The formation of any assessment district, benefit district, maintenance district or special benefit district or any other procedure, for the installation of required or necessary on-site or off-site improvements or infrastructure; and/or
- (9) Mitigation measures imposed upon a development project pursuant to the California Environmental Quality Act or the National Environmental Protection Act.

Sec. 106-1463. Recommendation by planning and preservation commission.

The planning and preservation commission shall make a report and recommendation in writing to the city council as follows:

- (a) That the development agreement be adopted as proposed;
- (b) That the development agreement be adopted with modifications, as proposed by the planning and preservation commission; or
- (c) That the development agreement be denied.

Any action taken by the planning and preservation commission shall include written findings specifying the facts and information relied upon by the planning and preservation commission in rendering its decision and recommendation.

The planning and preservation commission shall make such report of its findings and recommendations to the city council within thirty-five (35) days after the completion of said hearing. Failure of the planning and preservation commission to so report within said period shall be deemed to be a recommendation of denial by the planning and preservation commission of the development agreement.

Sec. 106-1464. Setting hearing date by city council.

Upon the filing of its report and recommendations on a development agreement by the planning and preservation commission or upon the expiration of said thirty-five (35) days provided for in section 106-1463, the city council shall, at its next regular meeting held at least three days thereafter on which the subject is agendized thereupon set the matter for public hearing before the city council, and the city clerk shall give required notice of the time, place and purpose of such hearing in the same manner and in the same terms as provided in this division and chapter.

Sec. 106-1465. Ordinance public hearing (city council).

A development agreement is a legislative act and it shall be enacted or amended by ordinance only after a public hearing before the city council. The ordinance shall be subject to referendum and refer to and incorporate by reference the text of the development agreement. The development agreement shall not be binding or enforceable prior to the effective date of the ordinance approving the development agreement and execution of the development agreement by all parties thereto.

Because a development agreement is also a contract which requires the consent of each party in order to become binding, the city council reserves the right to disapprove entering into any development agreement, regardless of the provisions hereof, and the ordinance shall be advisory only and shall not require the acceptance of any development agreement.

Sec. 106-1466. Conduct of hearing by the city council.

The city council shall consider the proposed development agreement and the planning and preservation commission's recommendation together with any additional public testimony at the public hearing on the date set for said hearing or on the date or dates to which such hearing may be continued from time to time by the city council.

The city council may refer the issue back to the planning and preservation commission for further hearing and recommendation whereupon planning and preservation commission shall file its report on reconsideration of the referral from the city council within thirty (30) days thereafter. The city council may also act on all or any such issue without reference back to the planning and preservation commission. The decision of the city council shall be rendered within forty-five (45) days after the hearing before the city council or within forty-five (45) days after the receipt of the final report from the planning and preservation commission, whichever is later, unless extended by mutual agreement of the qualified applicant and city council. Failure of the city council to act within the forty-five (45) days or extension shall be deemed a rejection of the development agreement. The city council may:

- (1) Approve the development agreement as recommended by the planning and preservation commission;
- (2) Approve the development agreement with or without modification;
- (3) Reject the development agreement, in whole or in part.

Sec. 106-1467. Consistency with general plan and specific plans (city council).

Before the city council may approve a development agreement with or without modification, it must find that its provisions are consistent with the city general plan and any applicable specific plan and relevant city policies and guidelines for development.

Sec. 106-1468. Notice.

The director shall give notices of all required public hearings held before the planning and preservation commission under this division and chapter. The city clerk shall give notice of all required public hearings held before the city council under this division and chapter.

Sec. 106-1469. Form and time of notice.

- (a) The notice referred to in section 106-1468 shall contain
 - (1) The date, time, and place of the hearing;
 - (2) The identity of the hearing body;
 - (3) A general explanation of the matter to be considered including a general description, in text or by diagram, of the location of the real property, if any, that is the subject of the hearing;
 - (4) The location or locations where a copy of the proposed development agreement may be viewed or had;
 - (5) Other information required by specific provisions of this division and chapter or which the director considers necessary or desirable.
- (b) The time and manner of giving notice is by:
 - (1) Publication at least ten days prior to the hearing at least once in a newspaper of general circulation within the city or if there is none, posting at least ten days prior to the hearing in at least three public places in the city.
 - (2) Notice of the hearing shall be mailed or delivered at least ten days prior to the hearing to the owner of the subject real property or the owner's duly authorized agent, and to the project applicant.
 - (3) Notice of the hearing shall be mailed or delivered at least ten days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.
 - (4) Mailing of the notice at least ten days prior to the hearing to all persons shown on the last equalized assessment roll as owning real property within five hundred (500) feet of the real property that is the subject of the hearing. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection (b)(4) or subsection (b)(2) is greater than one thousand (1,000), the director, or city clerk, as applicable, may, in lieu of mailed or written notice, provide notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the city at least ten (10) days prior to the hearing.
- (c) The planning and preservation commission or city council, as the case may be, may direct

that notice of the public hearing to be held before it shall be given in a manner that exceeds the notice requirements prescribed by state law, but failure to comply with any excess notice procedure shall not invalidate a development agreement entered into by the city under this division and chapter.

- (d) The notice requirements referred to in subsections (a) and (b) of this section are declaratory of existing law. If and when state law prescribes a different notice requirement, notice shall be given in that manner.

Sec. 106-1470. Coordination of development agreement application with other discretionary approvals.

It is the intent of this division and chapter that the application for a development agreement will be made and considered simultaneously with the review of other necessary applications, including, but not limited to rezoning, variance, planned commercial, or industrial development and conditional use permits. If combined with an application for rezoning, planned development or conditional use permit, the application for a development agreement shall be submitted with said application and shall be processed, to the maximum extent possible, jointly to avoid duplication of hearings and repetition of information. A development agreement is not a substitute for, nor an alternative to, any other required permit or approval, and the qualified applicant or developer must comply with all other required procedures for development approval.

Sec. 106-1471. Time for and initiation of review.

- (a) Regular Periodic Review. The city shall review the performance of the developer under a development agreement periodically on a regular basis as determined in the development agreement or by this subsection at least once every twelve (12) months for the term of the development agreement. Ninety (90) days prior to the "established date or dates for regular periodic review" which shall be the anniversary of the effective date of the development agreement, or such other substitute date or dates, mutually agreed to by the qualified applicant or developer and city in writing for such regular periodic reviews, the developer shall submit to the director evidence of the good faith compliance with the development agreement. If the director determines that such evidence is insufficient for the director's regular periodic review, or if the developer fails to submit any evidence, then prior to seventy-five (75) days of the established date or dates for regular periodic review the director shall deliver or mail written notice to the developer of the developer's failure to submit any evidence or specifying the additional information reasonably required by the director in order to review the developer's good faith compliance with the development agreement. The developer shall have thirty (30) days after mailing or delivery of such written notice by the director in which to respond to the director. If the developer fails to provide such information to the director within the thirty (30) day period, the director shall not find that the developer has complied in good faith with the terms of the development agreement.

- (b) Special Review.

- (1) Initiation of Review. Reviews which are other than the regular periodic reviews provided for in subsection (a) of this section are defined as special reviews and may be had either by agreement between the developer and city or by initiation of the city by the affirmative vote of the city council, but in any event shall not be held more frequently than three times a year.
- (2) Notice of Special Review. The director shall begin the special review proceeding by mailing or delivering written notice to the developer that the city intends to undertake a special review for the good faith compliance of developer with the development agreement. He shall mail or deliver to the developer a thirty (30) day notice of intent to undertake such a special review within which thirty (30) days developer shall provide to the director evidence of good faith compliance with the terms of the development agreement. If the director determines that such evidence is insufficient for the city's review, or if the developer fails to submit any evidence within the thirty (30) day period, then within forty-five (45) days of giving the notice of intent to undertake a special review, the director shall deliver or mail written notice to the developer of the developer's failure to submit any evidence or additional information reasonably required by the director in order to review the developer's good faith compliance with the development agreement. As with the regular periodic review, the developer shall have thirty (30) days after mailing or delivering of such written notice by the director in which to respond to the director. If the developer fails to provide such information to the director within the thirty (30) day period, developer shall not be found by the director to have complied in good faith with the terms of the development agreement.

Sec. 106-1472. Finding of compliance.

With respect to either a regular periodic review or a special review, if the director finds good faith compliance by the developer with the terms of the development agreement for the period reviewed, the director, upon request of developer, shall issue a certificate of compliance for such period reviewed, which shall be in recordable form and may be recorded by the developer in the official records of Los Angeles County. The issuance of a certificate of compliance by the director shall conclude the review for the applicable period for which the finding was made and such determination shall be final in the absence of fraud.

Sec. 106-1473. Failure to find good faith compliance.

If the director does not find, on the basis of substantial evidence, that the developer has complied in good faith with the terms of the development agreement, he shall so notify the city council and the developer. The director shall specify the reasons for the director's determination, the information relied upon in making such decision and any findings made with respect thereto. At the next regularly scheduled meeting of the city council on which the matter is agendized, or to which it is continued, the city council shall take one of the following actions:

- (1) Compliance. Determine on the basis of evidence presented that there has been good faith compliance by the developer with the terms of the development agreement, in which

event the director, upon request of the developer, shall issue a certificate of compliance in accordance with section 106-1472.

- (2) Failure to Find Good Faith Compliance. If the city council is unable to determine on the basis of the evidence presented that there has been good faith compliance by the developer with the terms of the development agreement, the city council shall do one or more of the following:
- (i) Additional Time. Upon receipt of sufficient justification to city council, grant the developer additional time in which to establish good faith compliance with the terms of the development agreement at a subsequent duly called city council meeting; or
 - (ii) Hearing. Set a date for a public hearing on the issue of compliance by the developer with the terms of the development agreement and the possible conditioning and/or termination or modification of the development agreement in accordance with state government code section 65865.1, which public hearing shall be conducted in accordance with section 106-1474.

Sec. 106-1474. Public hearing.

The city council shall, within ninety (90) days of the city council's setting a date for a public hearing in Section 106-1473(2)(ii), conduct a public hearing at which the developer shall have the opportunity to demonstrate good faith compliance with the terms of the development agreement on the basis of substantial evidence presented to the city council. The burden of proof of this issue is upon the developer.

Sec. 106-1475. Findings upon public hearing.

The city council shall determine upon the basis of substantial evidence whether or not the developer has complied in good faith with the terms and conditions of the development agreement.

Sec. 106-1476. Procedure upon findings.

Compliance. If the city council finds and determines on the basis of substantial evidence that the developer has complied in good faith with the terms and conditions of the development agreement during the period under review, the review for that period is concluded and such determination is final in absence of fraud.

Noncompliance. If the city council finds and determines on the basis of substantial evidence that the developer has not complied in good faith with the terms and conditions of the development agreement during the period under review, the city council may allow the development agreement to be continued by imposition of new terms and conditions intended to remedy such noncompliance or to be otherwise modified, by the mutual consent of the developer and the city or the city council may unilaterally terminate the development agreement or take other action authorized by government code section 65865.1. The city council may impose such terms and conditions to the action it takes as it considers necessary to protect the interests of the city. The decision of the city council shall be final. The rights of the parties after termination shall be as set forth in section 106-1486.

Ordinance. Any termination, modification or imposition of new terms and conditions pursuant to this section shall be by ordinance. The ordinance shall recite the facts, findings, information relied on and/or the lack thereof, and the reasons which, in the opinion of the city council, make the termination or modifications or imposition of new terms and conditions of the development agreement necessary. The enactment of such an ordinance by the city council shall be final and conclusive as to its effect on the subject development agreement. Not later than ten (10) days following the adoption of the ordinance, one copy thereof shall be forwarded to the developer. The development agreement shall be terminated, or the amendments to the development agreement shall become effective, on the effective date of the ordinance or as otherwise provided in such ordinance.

Sec. 106-1477. Certificate of compliance.

If the city council finds good faith compliance by the developer with the terms of the development agreement, the director upon request of the developer and subject to the written concerns of the city attorney shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records of the County of Los Angeles.

Sec. 106-1478. Initiation of amendment or cancellation.

A development agreement may be amended or canceled, in whole or in part, by mutual consent of the parties to the development agreement or their successors in interest. Any such person may propose an amendment to or cancellation in whole or in part of the development agreement previously entered into.

Sec. 106-1479. Procedure.

The procedure for amendment or cancellation in whole or in part of a development agreement by mutual consent shall be as follows:

- (a) Upon receipt by the director of a proposal for an amendment to or cancellation in whole or in part of the development agreement, a public hearing thereon shall be set and conducted before the city council within ninety (90) days of receipt of the proposal;
- (b) As to prescribed notice of public hearing, where the city introduces the proposed amendment to or cancellation in whole or in part of the development agreement, it shall first give notice to the property owner of its intention to initiate such proceedings at least ten days in advance of the giving of notice of intention to consider the amendment or cancellation required by Section 106-1469(b)(4);
- (c) Any amendment, cancellation or imposition of new terms and conditions pursuant to this section shall be by ordinance. The ordinance shall recite the facts, findings, information relied on, and reasons which, in the opinion of the city council, make the amendments or cancellation of the development agreement necessary. Not later than ten days following the adoption of the ordinance, one copy thereof shall be forwarded to the developer. The development agreement shall become effective on the effective date of such ordinance unless otherwise indicated therein.
- (d) Although approved by the city council, an amendment to or cancellation of a

development agreement shall not be binding or enforceable prior to the effective date of the ordinance approving the amendment or cancellation of the development agreement and the execution of such amendment or a written consent to such cancellation by all parties to the development agreement or by their successors in interest.

Sec. 106-1480. Failure to receive notice.

The failure of any person entitled to notice required by law or this chapter to receive such notice shall not affect the authority of the city to enter into nor invalidate a development agreement entered into by the city or other action taken under this division and chapter.

Sec. 106-1481. Rules governing conduct of meeting.

All the public hearings under this chapter shall be conducted in accordance with the procedures and the time limits specified for the conduct of such hearings in this division and chapter. A copy of any relevant proposed or existing development agreement shall be made available for public review at the city clerk's office prior to the date of each hearing thereon.

Sec. 106-1482. Irregularity in proceeding.

Formal rules of evidence or procedure which must be followed in a court of law shall not be applied in the consideration of a proposed development agreement, its modification, cancellation, or termination under this chapter and the provisions of this chapter shall provide the procedure for such consideration. The qualified applicant or developer has the burden of presenting substantial evidence at each of the public hearings on the proposal and shall be given an opportunity to present evidence in support of the qualified applicant's or developer's position. No action, inaction, or recommendation regarding the proposed development agreement, its modification, cancellation, or termination shall be held void or invalid or be set aside by a court on the ground of the improper admission or rejection of evidence or by reason of any error, irregularity, informality, neglect, or omission ("error") as to any matter pertaining to petition, application, notice, finding, record, hearing, report, recommendation, or any matters of procedure whatever unless after an examination of the entire case, including the evidence, the court finds that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury resulted if error is shown.

Sec. 106-1483. Subsequently adopted state and federal laws.

All development agreements shall be subject to the regulations and requirements of the laws of the State of California, the Constitution of the United States and any codes, statutes or executive mandates and any court decisions, state or federal, thereunder. In the event that any such law, code, statute, or decision made or enacted after a development agreement has been entered into prevents or precludes compliance with one or more provisions of the development agreement then such provisions of the development agreement shall be modified or suspended as may be necessary to comply with such law, code, statute, mandate or decision, and every such

development agreement shall so provide.

Sec. 106-1484. Architectural review.

Unless otherwise provided in a development agreement, the implementation and execution of all phases of a development agreement shall be subject to architectural (design) reviews pursuant to the applicable provisions of the San Fernando City Code.

Sec. 106-1485. Governing rules, regulations, development policies and effect of development agreement.

Unless otherwise provided by the development agreement, or imposed for reasons of health or safety during the term of the development agreement, rules, regulations and official policies of the city governing permitted uses of the land, governing density and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of execution of the agreement. A development agreement shall not prevent the city, in subsequent actions applicable to the property or to the city in general, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property at the time of execution of the development agreement, nor shall a development agreement prevent the city from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies. Each development agreement shall provide, and it is provided in this section, that this section and the provisions thereof do not apply to taxes, imposts, assessments, fees, charges or other exactions imposed by or payable to city unless specifically and to the extent otherwise expressly agreed to by city in the development agreement, and that all of such shall be in amounts fixed at the time they are payable.

Sec. 106-1486. Rights of the parties after cancellation or termination.

In the event that a development agreement is canceled, or otherwise terminated, unless otherwise agreed in writing by the city, all rights of the developer, property owner or successors in interest under the development agreement shall terminate and any and all benefits, including money or land, received by the city shall be retained by the city. Notwithstanding the above provision, any termination of the development agreement shall not prevent the developer from completing a building or other improvements authorized to be constructed pursuant to a valid operative building permit previously approved by the city and under construction at the time of termination, but the city may take any action permitted by law to prevent, stop, or correct any violation of law occurring during and after construction, and neither the developer nor any tenant shall occupy any portion of the project or any building not authorized by an occupancy permit. As used herein, "construction" shall mean work on site under a valid building permit and "completing" shall mean completion of construction for beneficial occupancy for developer's use, or if a portion of the project is intended for use by a lessee or tenant, then for such portion "completion" shall mean completion of construction except for interior improvements such as partitions, duct and electrical run outs, floor coverings, wall coverings, lighting, furniture, trade fixtures, finished ceilings, and other improvements typically constructed by or for tenants of

similar buildings. All such uses shall, to the extent applicable, be deemed nonconforming uses and shall be subject to the nonconforming use provisions of the San Fernando City Code.

Sec. 106-1487. Construction.

This division and chapter, and any subsequent development agreement shall be read together. With respect to any development agreement enacted under this division and chapter, any provision of such a development agreement which is in conflict with this division and chapter shall be void.

Sec. 106-1488. Recordation of development agreement, ordinances and notices.

(a) Within ten (10) days following complete execution of a development agreement and following effective date of enacting ordinance, the city clerk shall record with the county recorder, a fully executed copy of the development agreement and ordinance approving development agreement, which shall describe the land subject thereto. The development agreement shall be binding upon, and the benefits of the development agreement shall inure to the parties and all successors in interest to the parties to the development agreement.

(b) If the parties to the development agreement or their successors in interest amend or cancel the development agreement as provided in government code section 65868 or this division and chapter, or if the city council terminates or modifies the development agreement as provided in government code section 65865.1 or this division and chapter for failure of the developer to comply in good faith with the terms or conditions of the development agreement, the city clerk shall, after such action takes effect, have notice of such action recorded with the County Recorder of Los Angeles County.

Sec. 106-1489. Enforcement of development agreements.

Except as provided herein below, a development agreement shall be enforceable by any party thereto notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the city which alters or amends the rules, regulations, or policies specified in section 106-1485 or in the development agreement itself.

An exception to the certainty intended by execution of a development agreement as expressed in Section 106-1451 shall be when a change to the development agreement is imposed or required not by City initiated action, but rather by City response to (i) federal or state court or administrative agency determination or (ii) federal or state legislative or administrative agency regulation requirement.

Sec. 106-1490. Severability clause.

Should any provision of this division and chapter or of a subsequent development agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this chapter and the development agreement shall remain in full force and effect unimpaired by the holding, except as may otherwise be provided in a development

agreement. The city council hereby declares that it would have adopted and enacted this chapter and each provision thereof irrespective of the fact that any one or more of the provisions, or the applications thereof to any person or place, be declared invalid or unconstitutional. For the purpose of this section, a "provision" is a section, subsection, paragraph, sentence, clause, phrase or portion of any thereof.

Sec. 106-1491. Judicial review -Time limitation.

- (a) Any judicial review of the initial approval by the city of a development agreement shall be by writ of mandate pursuant to section 1085 of the code of civil procedure; and judicial review of any city action taken pursuant to this chapter, other than the initial approval of a development agreement, shall be writ of mandate pursuant to section 1094.5 of the code of civil procedure.
- (b) Any action or proceeding to attack, review, set aside, void, or annul any decision of the city taken pursuant to this chapter shall not be maintained by any person unless the action or proceeding is commenced within ninety (90) days after the date of the decision.

Sec. 106-1492. Condemnation.

All and every part of the development agreements is subject to condemnation proceedings and entering into such agreements is not intended to restrict the exercise of eminent domain by the city or any other public agency."

SECTION 4. California Environmental Quality Act Compliance. That in accordance to the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970, and the CEQA Guidelines (Title 14 of the California Code of Regulations, Section 15061(b)(3)), City staff has conducted the appropriate environmental analysis in compliance with the requirements of CEQA, and based on that assessment the City Council has determined that the proposed zone code/text amendment and associated Ordinance are exempt from the requirements of the California Environmental Quality Act (CEQA) in that they are not a Project, which has the potential for causing a significant effect on the environment. Therefore, the City Council therefore directs that a Notice of Exemption be filed with the Los Angeles County Clerk in accordance with the CEQA guidelines.

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

SECTION 6. Severability. If any provision, section, paragraph, sentence or word of this Ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

SECTION 7. The City Clerk shall cause this Ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

SECTION 8. That the Mayor shall sign and that the City Clerk shall attest to the adoption of this Ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at the regular meeting held on the ____ day of _____, 2014.

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, Elena G. Chávez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted by the City Council at its meeting held on the ____ day of _____ 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESOLUTION NO. 2014-10****RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING ADOPTION TO THE CITY COUNCIL OF A DEVELOPMENT AGREEMENT ORDINANCE TO ESTABLISH REGULATIONS IN THE CITY CODE FOR THE CONSIDERATION OF PUBLIC REQUESTS TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE CITY**

WHEREAS, California Government Code Sections 65864 et seq. authorizes cities to enter into development agreements and establishes general rules governing development agreements (the "Development Agreement Statute");

WHEREAS, the Development Agreement Statute requires that the City, upon request by an applicant, adopt a resolution or ordinance specifying procedures and requirements for consideration of development agreements;

WHEREAS, the City of San Fernando has not yet received a request for development agreement and does not currently have a procedure for processing development agreement applications;

WHEREAS, the City of San Fernando has determined that it is prudent at this time for the City to adopt procedures and requirements for the consideration of development agreements contained in the proposed Ordinance. Establishing procedures and associated regulations for development agreements at this time will provide City staff, prospective applicants, the Planning and Preservation Commission and the City Council with a clearly defined process to follow and will provide greater transparency and understanding for the public of the development agreement application review process;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the City of San Fernando's CEQA Guidelines, the City of San Fernando as the Lead Agency overseeing the environmental review for the proposed Zone Code Amendment 2014-01 has determined that the Ordinance establishing rules and regulations for development agreements is exempt under the California Environmental Quality Act (CEQA) Guidelines using the General Rule Exemption, Section 15061(b)(3) and therefore no further environmental review is required;

WHEREAS, on September 9, 2014, the Planning and Preservation Commission held a properly noticed public hearing at which it received a report from City staff as well as oral and written testimony from the public, and deliberated the proposed zone text amendment and associated environmental assessment; and,

WHEREAS, the Planning and Preservation Commission's findings and recommendations for approval to the City Council of the proposed zone text amendment and associated environmental assessment were memorialized in writing in the form of Planning and Preservation Commission Resolution 2014-10 on September 9, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Planning and Preservation Commission finds as follows:

SECTION 1: The Planning and Preservation Commission finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2: On September 9, 2014, the Planning and Preservation Commission held a duly noticed public hearing to consider the proposed Zone Text Amendment No. 2014-01, environmental assessment, and the findings and recommendations made by the Planning and Preservation Commission. Evidence, both written and oral, was presented at said hearing.

A. The public hearing afforded opportunities for public testimony and comments on proposed density bonus ordinance.

B. Notice of the hearing was given pursuant to San Fernando City Code Section 106-72 and in compliance with Government Code Sections 65090 and 65091, a notice of public hearing for the proposed zone text amendments was advertised in the *San Fernando Valley Sun News* (a local paper of general circulation), at least ten (10) days prior to the scheduled public hearing before the Planning and Preservation Commission.

SECTION 3: Based upon substantial evidence presented to the Planning and Preservation Commission on September 9, 2014, including public testimony, written materials and written and oral staff reports, with regard to the zone text amendment, the Planning and Preservation Commission concurred with the City planning staff's determination that the proposed zone text amendment in the form of the proposed Ordinance is exempt under the California Environmental Quality Act (CEQA) Guidelines using the General Rule Exemption, Section 15061(b)(3) and therefore no further environmental review is required and subsequently, recommended that the City Council adopt findings to that effect on September 9, 2014.

SECTION 4: The Planning and Preservation Commission has determined that the proposed zoning text amendment is consistent with the following findings of fact as discussed below:

a) The proposed zone text amendment is consistent with the objectives, policies, general land uses and programs of the City's General Plan.

The proposed zone code/text amendments to the San Fernando City Code would specify procedures and requirements for the city to consider development agreements as provided for in Government Code Section 65864 et seq., which allows the city and a person who has ownership or control of property within the city to enter into said agreement to facilitate the development of said property. The purpose of the development agreement is to specify the standards and conditions that will govern development of the property. The development agreement provides assurance to the developer that he/she may proceed to develop the project subject to the rules and regulations in effect at the time of approval and will encourage private investment.

In addition, the zone code/text amendments will: (1) establish a development agreement process that strengthens the public planning process through the requirement that agreements are approved by the city in a public hearing with clear expectations on city and developer requirements and obligations in

the agreement; (2) encourage public and private participation; and (3) commits the city and developer to a comprehensive planning process that seeks to make maximum efficient utilization of resources at the least economic cost to the public. To this end, the zone code/text amendment will allow the city to consider conditions (mitigation measures) on proposed development that must be met to assure that a project at a specific location does not have unacceptable impacts on neighboring properties or community infrastructure. The agreement will also seek to: clarify how the project may be phased, the required timing of public improvements, and the developer's contribution toward funding public infrastructure, including, but not limited to, streets, sewerage, transportation, drinking water, school, and public utilities.

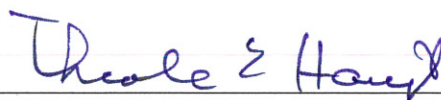
Therefore, the proposed approval of the zone code/text amendment and associated adoption of the ordinance would be in compliance with the city's general plan land use and housing elements by allowing future development proposals under the development agreement to consider new public and private investment that: preserve the small town character of the community; facilitate new public and private investment within the city's commercial corridors and neighborhoods; maintain and enhance the quality of existing housing, neighborhoods, and health of residents through new investment; preserve the character, scale, and quality of established residential neighborhood; and, maintain the quality of life within the community by providing adequate maintenance of streets, sidewalks, parks, and other public facilities (General Plan Land Use Element Goals I, II; City General Plan 2013-2021 Housing Element Goals 1.0 and 2.0, Policies 1.1, 1.2, 1.3, 1.6, 2.1, 2.2 and 2.7). Thus, it is Commission's assessment that this finding can be made.

b) The adoption of the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The proposed zone code/text amendments to establish procedures and requirements for the city to consider development agreements as provided for in Government Code Section 65864 et seq., would allow the city to condition as part of the agreements proposed development mitigation measures that ensure the proposed project at a specific location does not have unacceptable impacts on neighboring properties or community infrastructure. The agreement will also seek to: clarify how the project may be phased; the required timing of public improvements; and, the developer's contribution toward funding public infrastructure, including, but not limited to, streets, sewerage, transportation, drinking water, school, and public utilities. Therefore, the proposed zone code/text amendments would not be detrimental to the public interest, health, safety, convenience or welfare. Thus, it is Commission's assessment that this finding can be made.

BE IT FURTHER RESOLVED that based upon the foregoing, the Planning and Preservation Commission hereby recommends approval of Zone Text Amendment 2014-01 to the City Council.

PASSED, APPROVED AND ADOPTED this 9th day of September 2014.



THEALE E. HAUPT, CHAIRPERSON

ATTEST:



FRED RAMIREZ, SECRETARY TO THE PLANNING
AND PRESERVATION COMMISSION

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

I, FRED RAMIREZ, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 9th day of September 2014; and that the same was passed by the following vote, to wit:

AYES: 4 - A. Durham, Y. Mejia, K. Beaulieu, and T. Haupt

NOES: 0 - None

ABSENT: 1 - R. Salinas

ABSTAIN: 0 - None



FRED RAMIREZ, SECRETARY TO THE PLANNING AND
PRESERVATION COMMISSION



**CITY OF SAN FERNANDO
PLANNING AND PRESERVATION COMMISSION**

ATTACHMENT "C"

**DRAFT MINUTES OF THE
SEPTEMBER 9, 2014
SPECIAL MEETING
CITY HALL COUNCIL CHAMBER**

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE PLANNING COMMISSION. AUDIO OF THE ACTUAL MEETING ARE AVAILABLE FOR LISTENING IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

CALL TO ORDER

The meeting was called to order by at 7:18 P.M.

PLEDGE OF ALLEGIANCE

Led by Theale Haupt

ROLL CALL

The following persons were recorded as present:

PRESENT:

Chairperson Theale Haupt, Vice-chair Alvin Durham, Commissioners Kevin Beaulieu, and Y. Mejia

ABSENT

Commissioner Rudy Salinas

ALSO PRESENT

Community Development Director Fred Ramirez, City Attorney Isabel Birrueta, and Community Development Secretary Michelle De Santiago

APPROVAL OF AGENDA

AYES:	A. Durham, Y. Mejia, K. Beaulieu, and T. Haupt
NOES:	None
ABSENT:	R. Salinas
ABSTAIN:	None

CONSENT CALENDAR

Commissioner Y. Mejia moved to approve the minutes of the Planning and Preservation Commission meeting of April 1, 2014 and the minutes and of the Planning and Preservation Commission meeting of June 23, 2014. Seconded by Vice-chair A. Durham, the motion carried with the following vote:

AYES:	Y. Mejia, A. Durham, K. Beaulieu, and T. Haupt
NOES:	None
ABSENT:	R. Salinas
ABSTAIN:	None

UNFINISHED BUSINESS

None

Planning Commission Minutes of the September 9, 2014 meeting
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PUBLIC HEARING 7A: Zone Text Amendment 2014-01: Development Agreement Ordinance – City of San Fernando, CA – Citywide – The proposed zone text amendment would establish rules and regulations for development agreements consistent with California Government Code Sections 65864 et. seq. in order to provide an additional land use and zoning review tool to the City to facilitate development throughout the community in a manner consistent with the City's General Plan and associated zoning regulations.

STAFF PRESENTATION

Community Development Director Fred Ramirez gave the staff presentation recommending that the Planning and Preservation Commission recommend to the City Council:

1. Adoption of the proposed Ordinance (Attachment No. 2) establishing rules and regulation for development agreement consistent with California Government Code Sections 65864 et seq. in order to provide an additional land use and zoning review tool to the City to facilitate redevelopment throughout the community in a manner consistent with the City's General Plan and associated zoning regulations; and,
2. Affirm the City's determination that the proposed Ordinance establishing rules and regulations for development agreements is exempt under the California Environmental Quality Act (CEQA) Guidelines using the General Rule Exemption, Section 15061 (b)(3) and therefore no further environmental review is required.

PUBLIC TESTIMONY

Jesse Avila – 319 N. Workman Street, San Fernando – Mr. Avila stated that Development Agreements have been in existence in other communities it's just new to our community. He stated that the proposed regulations would bring us up to speed in order to facilitate future projects for the greater good of the community.

Miguel Montañez – 608 Hollister Street, San Fernando – Mr. Montañez stated that he was concerned about establishing a Development Agreement without having a proposal that would trigger such an agreement. He also asked who would be negotiating these agreements and if the public would have input on what is being requested. He expressed concern with the 20-day public notification period, he stated that this is not enough time given to the residents and he feels they are losing out on the ability to partake in the process.

F. Ramirez responded that the public notification requirements are set by State Law and that with this particular Ordinance that provided sufficient time for public input at the Planning and Preservation Commission and associated City Council meetings that included the first and for the second reading of the Ordinance before the City Council. Mr. Ramirez indicated that the discovery of not having a Development Agreement came from the City Attorney's office. He stated that there are currently no proposals in cue that require the use of a development agreement, and not having the Ordinance in place may result in a lost opportunity.

I. Burrieta indicated that standard language in the Ordinance is dictated by State Law.

COMMISSION DISCUSSION

T. Haupt stated that he has experience working with developers and that this document provides clarity on what is expected as well as it provides for an opportunity to say "I would like to see this and not see this", we can ask for specifics from the developers.

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K. Beaulieu asked why the City did not currently have this agreement ordinance in place. He asked if there any tax incentives and if any existing businesses benefit by the use of this tool?

F. Ramirez indicated that the City would be in a better position to negotiate for different items to off-set potential public impacts attributed to the project that would benefit the community.

Y. Mejia asked about the annual review process of future development agreement and is the review automatic or can it be triggered by either the City or the developer.

F. Ramirez stated that the developer and or the City could ask for a review to facilitate the project moving forward.

A.Durham indicated that this would be an excellent tool.

F. Ramirez indicated that the Ordinance adoption would also create greater transparency and allow for additional public input.

A.Durham asked if this Development Agreement can be imposed on a project.

F. Ramirez indicated that it has to be mutually agreed upon.

Subsequent to discussion Vice-chair A. Durham moved to recommend to the City Council adoption of the proposed Ordinance establishing rules and regulations for development agreement and to recommend affirmation that the City's determination of the proposed Ordinance is exempt under the California Environmental Quality Act (CEQA) Guidelines and therefore no further environmental review is required. Seconded by Commissioner Y. Mejia, the motion carried with the following vote:

AYES:	A. Durham, Y. Mejia, K. Beaulieu, and T. Haupt
NOES:	None
ABSENT:	R. Salinas
ABSTAIN:	None

STAFF COMMUNICATIONS

F. Ramirez provided the commission with an update for the following addresses:

- 650 Glenoaks Blvd. – Carport parking lot update
- 1500 Glenoaks Blvd. – Antennae status
- 460 San Fernando Mission Blvd, WSS – Construction status
- 500 San Fernando Mission Blvd, new Multi-tenant development – Construction status
- High Speed Rail project update
- TOD Overlay Zone project update
- Los Angeles Community Development Commission Workshop update (09/16/2014)

COMMISSION COMMENTS

T. Haupt if the time change for the Planning and Preservation can be agendized for the following meeting.

A.Durham asked about the recent publications regarding the proposed changes to CEQA.

Planning Commission Minutes of the September 9, 2014 meeting
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PUBLIC STATEMENTS

None

ADJOURNMENT

Commissioner Y. Mejia moved to adjourn to October 7, 2014. Seconded by Commissioner K. Beaulieu, the motion carried with the following vote:

AYES: Y. Mejia, K. Beaulieu, A. Durham, and T. Haupt

NOES: None

ABSENT: R. Salinas

ABSTAIN: None

8:39 P.M.

Fred Ramirez

Planning Commission Secretary

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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: October 6, 2014

Subject: Consideration to Adopt a Resolution Authorizing the City's Participation in the California HERO Program (Financing for Renewable Energy and Water Efficiency Improvements)

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7640 (Attachment "A") authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy and water efficiency improvements, and electric vehicle charging infrastructure on their properties; and
- b. Authorize the City Manager to execute an amendment to the Western Riverside Council of Governments Joint Powers Agreement (Attachment "A", Exhibit "A" – Contract No. 1764) adding the City of San Fernando as an associate member, which will allow local property owners to participate in the California HERO Program.

BACKGROUND:

1. Both Assembly Bill (AB) 811 (passed July 21, 2008) and Assembly Bill 474 (passed January 1, 2010) amended Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (Chapter 29), authorizing local legislative bodies to designate an area within which authorized public officials and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property.

Under this legislation, several "Property-Assessed Clean Energy" (PACE) programs have been initiated to help property owners finance energy efficiency improvements. PACE Programs are a form of financing that creates municipal finance districts to provide loans to homeowners and businesses for energy-efficient retrofits and renewable energy system

Consideration to Adopt a Resolution Authorizing the City's Participation in the California HERO Program (Financing for Renewable Energy and Water Efficiency Improvements)Page 2 of 4

installations. Loans are repaid through an annual surcharge on property tax assessments. Through this financing program, two alternatives are available to help local property owners. Both entail the same programming options for property owners.

2. The HERO Program was launched in Western Riverside County in 2012 and has been very successful – approving over \$240 million in applications and funding over \$62 million in projects. The California HERO Program was developed as a turnkey program to save other public agencies time and resources in developing standalone programs. In order to participate in the program, public agencies need only to adopt the attached Resolution. Approval of this Resolution authorizes an amendment to the joint exercise of powers agreement related to the California HERO Program to initiate the process.

In addition, the County of Los Angeles is finalizing a new PACE program that will be available to the City. The program will be similar to the California HERO Program and will provide property owners with an additional alternative for financing energy efficiency improvements. It is anticipated that this program will be presented to the City Council for consideration before the end of 2014.

ANALYSIS:

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, related property improvements will be financed by the issuance of bonds by a joint power authority, the Western Riverside Council of Governments (WRCOG), and secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners wishing to participate in the program agree to repay monies through a voluntary contractual assessment collected together with their property taxes.

The application process for the California HERO Program includes the following:

- ✓ Property owners apply either online or through a hard copy application.
- ✓ If approved, the resident will receive an email indicating the maximum approval amount and information about the next steps.
- ✓ Property owners work with a licensed contractor to determine what eligible products to install. The contractor will need to call a program representative to obtain approval for the use of products.

Consideration to Adopt a Resolution Authorizing the City's Participation in the California HERO Program (Financing for Renewable Energy and Water Efficiency Improvements)Page 3 of 4

- ✓ Financing documents will be sent to residents. Once the documents are signed, notarized, and returned, the resident can begin installing eligible products.
- ✓ Once all eligible products are installed, the property owner will need to submit the signed completion certificate with all invoices, permits and other required attachments. After the completion certificate is reviewed and approved, program representatives issue payment to the selected contractor.

Program Benefits for Property Owners

- ✓ Voluntary Program to Generate Savings - A convenient alternative to finance energy efficiency improvements and lower utility bills. Further, the program is voluntary and property owners choose to participate at their discretion.
- ✓ Repayment – Under this program, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private property-related loans are due upon the sale of the benefited property, sometimes making it difficult for property owners to match the life of the repayment obligation to the useful life of financed improvements. However, some mortgage providers may require that the assessment be paid off at the time a property is refinanced or sold.
- ✓ Prepayment Option – Property Owners may choose to pay off assessments at any time, subject to applicable prepayment penalties.

Program Benefits to the City

- ✓ Promotes Energy Efficiency – Provides access for property owners to increase efficiency and help promote sustainability.
- ✓ Increase Property Values – Energy efficiency improvements help to increase property values and related property tax revenue.
- ✓ No City Financial Obligation – The City is not obligated to repay the bonds or assessments levied on participating properties. Further, all related program administration is handled by the California HERO Program, resulting in little, if any City resources to participate in the program.

The attached Resolution will authorize participation in the California HERO Program for San Fernando property owners for financing renewable energy, energy efficiency, and water efficiency property improvements. The Resolution will approve an amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member and allow local property owners to participate in this program.

Consideration to Adopt a Resolution Authorizing the City's Participation in the California HERO Program (Financing for Renewable Energy and Water Efficiency Improvements)Page 4 of 4

BUDGET IMPACT:

There is no financial impact to the City for participation in the California HERO Program.

CONCLUSION:

It is recommended that the City Council approve the attached Resolution, authorizing participation in the California HERO Program and providing the community with a voluntary financing mechanism for energy efficiency improvements.

ATTACHMENT:

A. Resolution No. 7640

ATTACHMENT "A"**RESOLUTION 7640**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING THE
AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT
AND CONSENTING TO INCLUSION OF PROPERTIES WITHIN
THE CITY'S JURISDICTION IN THE CALIFORNIA HERO
PROGRAM TO FINANCE DISTRIBUTED GENERATION
RENEWABLE ENERGY SOURCES, ENERGY AND WATER
EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE
CHARGING INFRASTRUCTURE**

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the Division 7 of the California Streets and Highways Code) ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of San Fernando is committed to the development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protecting of environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposed cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of San Fernando as an Associate Member of the

Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit A hereto, to assist property owners within the incorporated area of the City in financing the cost of installing improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

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

SECTION 1. This City Council finds and declares that properties in the City's incorporated will be benefited by the availability of the California HERO Program to finance the installation of improvements.

SECTION 2. The City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

SECTION 3. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposed thereof.

SECTION 4. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

SECTION 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2014.

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 Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of October, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

CONTRACT NO. 1764**EXHIBIT A**

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF SAN FERNANDO
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM SERVICES**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the 6TH day of October, 2014, by City of San Fernando ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the

foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

San Fernando

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF SAN FERNANDO

City Manager

Date

City Attorney

Date

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

Executive Director

Date

Date

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager

Date: October 6, 2014

Subject: Consideration to Approve a Lease Agreement Between the City of San Fernando and the County of Los Angeles Related to the Operation of the San Fernando Regional Pool Facility

RECOMMENDATION:

It is recommended that the City Council approve a Lease Agreement (Attachment "A" – Contract No. 1766) between the City of San Fernando and the County of Los Angeles for the operation of the San Fernando Pool Facility and authorize the Mayor to execute the Lease Agreement.

BACKGROUND:

In April 2014, representatives from the County of Los Angeles (the County) contacted the City of San Fernando (the City) with a proposal to either purchase or lease the San Fernando Regional Pool Facility (the Pool Facility). Over the past several months, staff has been negotiating with the County and is recommending that the City Council consider a long-term lease with the County to operate the pool facility.

ANALYSIS:

As the City Council is aware, the City has been in a dire economic state over the past several years. Even with the passing of Measure A and the overall improvement in the economy, the City continues to operate in a very lean manner. A significant reason for the City's problematic fiscal state is the operation of the Pool Facility. The annual net cost to operate pool facility is approximately \$750,000 (this includes budgeted amounts in the General Fund, Self-Insurance Fund and Community Development Block Grant Fund, less the revenue generated by the Pool Facility from outside users). This cost does not include Water and Sewer usage fees (approximately \$40,000 per year) as the General Fund does not pay these fees to the Enterprise Funds.

Consideration to Approve a Lease Agreement Between the City of San Fernando and the County of Los Angeles Related to the Operation of the San Fernando Regional Pool FacilityPage 2 of 5

The County approached the City in April 2014 with a proposal to purchase or lease the Pool Facility. After several months of negotiating, staff is recommending that the City Council consider a long-term Lease Agreement with the County to operate the Pool Facility (Attachment "A").

The Lease Agreement with the County has an initial term of 35 years. The County has the option to extend the Lease Agreement by two additional 10-year terms for a total possible term of 55 years. There is no rent tied to the Lease Agreement; however, the County is responsible for, among other things, paying of the remaining balance on the City's Section 108 Loan of approximately \$677,000. By paying off the loan early, the City will receive its full share of the CDBG funds beginning in Fiscal Year 2015-2016 of approximately \$230,000.

Beyond the positive financial impact to the City, there are other benefits to San Fernando residents, which include, but are not limited to, the following:

- Reduced registration fees for aquatic programs such as swim lessons, junior lifeguards, etc.
- Elimination of the entrance fee for Recreation Swim. Free access will be available to all users.
- Reduced rental fees for sports teams and schools by 34%.
- Many novice programs will be offered year round for local youth.
- Increased aquatic programming for seniors.
- Increased collaborative opportunities with the City and the County which could lead to increased recreation and community services programming/events for residents (example Parks After Dark).

The main downside to having the County operate the Pool Facility is that the City would have decreased access to the facility for City programs and events. However, included in the Lease Agreement is language that requires the City and County to meet at least semiannually to coordinate schedules and activities so that those events will not conflict with each other.

Security for the Pool Facility will be provided by the County Sheriff's Department. There has been ongoing collaboration with the San Fernando Police Department and the County Sheriff's Department to ensure little to no disruption during the transition. The Virtual Patrol system currently installed at the Pool Facility will remain and operational and can be accessed by both the City and County. There is other City installed equipment on the roof of the facility that will also remain and be accessible by the City if need be.

Consideration to Approve a Lease Agreement Between the City of San Fernando and the County of Los Angeles Related to the Operation of the San Fernando Regional Pool FacilityPage 3 of 5

The insurance provided by the County exceeds that of which the City requires. The Lease Agreement states that the County will provide insurance for a single occurrence of not less than \$2 million and a general aggregate limit of \$4 million.

The newly constructed parking lot at Fourth Street and Park Avenue is also included in the Lease Agreement with the County. The Lease Agreement requires that the County agree that the City shall have the right to use the parking lot on a nonexclusive basis for purposes of providing parking to users of the adjacent City park facilities and other City related uses. Staff contacted the County and has received further written confirmation that the parking lot will have unrestricted use and be open from 6 a.m. to 10 p.m. seven days a week, excluding holidays.

Beyond what is mentioned above, the remainder of the Lease Agreement is fairly straightforward has been approved and vetted by the City Attorney.

Recreation and Community Services Department Organizational Restructuring

If the Lease Agreement with the County is approved, the City will gain additional flexibility to focus on existing unmet community needs in recreation programs and services (i.e., youth and adult sports and programs, afterschool activities, etc.). In order to better focus on these programs, changes to the Recreation and Community Services Department's existing organizational structure will be needed. Such changes could include reclassifying existing staff members to focus on developing and managing these community recreation programs. These changes will be discussed with the City Council next month.

BUDGET IMPACT:

If the City Council approves the Lease Agreement, it is anticipated to be presented to the County Board of Supervisors on October 21, 2014, with the proposed Lease Agreement commencing on November 1, 2014. The table below identifies the projected savings to the General Fund and increase in total City resources that will be available over the next five years. Since a majority of the Pool Facility's revenues and expenses are incurred in the summer months, the General Fund is only projected to experience approximately \$175,000 in net savings in the current fiscal year. However, beginning next fiscal year, the General Fund is projected to save almost \$450,000 per year, and \$1.7 million over five years. Total General Fund savings are reduced in Fiscal Year 2017-2018 because the General Fund subsidy of the Section 108 loan is set to end. Regardless, savings are approximately \$350,000 per year thereafter.

Consideration to Approve a Lease Agreement Between the City of San Fernando and the County of Los Angeles Related to the Operation of the San Fernando Regional Pool Facility

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	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
	Estimated	Projected	Projected	Projected	Projected
General Fund					
<i>Expenditures</i>	325,972	709,777	727,458	610,790	622,678
<i>LESS: Loss of Resources</i>	(179,087)	(260,000)	(265,200)	(270,504)	(275,914)
<i>General Fund Savings</i>	146,885	449,777	462,258	340,286	346,764
CDBG					
<i>CDBG Allocation</i>	-	230,000	225,000	220,000	215,000
<i>Available CDBG Funds</i>	-	230,000	225,000	220,000	215,000
Enterprise Funds					
<i>Additional Water Fees</i>	11,800	17,700	17,700	17,700	17,700
<i>Additional Sewer Fees</i>	14,800	22,250	22,250	22,250	22,250
<i>New Enterprise Fund Revenue</i>	26,600	39,950	39,950	39,950	39,950
Total Increase in City Resources	173,485	719,727	727,208	600,236	601,714

In addition to the impact on the General Fund, the City will begin receiving the full CDBG allocation of approximately \$230,000 and the Enterprise Funds will receive Water and Sewer fees of approximately \$40,000 per year. All in, leasing the Pool Facility to the County will increase the total amount of resources available to the City by approximately \$2.8 million over the next five years.

There are other impacts that are not quantified in the table above that will have a positive impact in terms of soft costs and operational efficiency. Those impacts include, but are not limited to, a reduction of approximately 30 – 40 staff time intensive lifeguard recruitments each year, reduced administrative time spent editing time sheets each period, reduced number of payroll checks processed each pay period, and reduced exposure to liability for the City.

CONCLUSION:

The Pool Facility is an important and well-used community asset. However, the costs to operate the facility represent a significant expenditure to the City's General Fund and Community Development Block Grant fund. Additionally, the Pool Facility is in its 6th year of service and will soon require the significant investment of additional financial resources (for capital facility equipment) to ensure that it continues to operate at a high level.

Due to the City's current financial situation, this Lease Agreement represents a "win-win" situation for the public, the County, and the City. The public will continue to have a high-quality public pool facility at its access; the County will be able to expand upon the existing aquatics programming that it currently offers to the public; and the City will be able utilize its financial resources to ensure that core services (i.e., public safety, infrastructure) are maintained at a high level.

Consideration to Approve a Lease Agreement Between the City of San Fernando and the County of Los Angeles Related to the Operation of the San Fernando Regional Pool Facility

Page 5 of 5

ATTACHMENT:

A. Draft Lease Agreement

ATTACHMENT "A"
CONTRACT NO. 1766

LEASE AGREEMENT

by and between

CITY OF SAN FERNANDO

and

COUNTY OF LOS ANGELES

dated

LEASE AGREEMENT

(City of San Fernando/County of Los Angeles)

THIS LEASE AGREEMENT ("Lease") is effective as of _____, 20____ ("Effective Date"), by and between the CITY OF SAN FERNANDO ("City") as lessor, and COUNTY OF LOS ANGELES, a body corporate and politic ("County") as lessee. The City and County are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

A. City is the owner of an approximately 2.81 acre portion of real property (portion of Assessor's Parcel Number 2519-026-903) which comprises the San Fernando Regional Pool Facility, a public pool and related facilities located in the City of San Fernando, California, as shown in Exhibit A, site map, and legally described and depicted in Exhibit B, legal description, both attached hereto and made a part hereof by this reference (the "Property").

B. City financed construction of the Property and the pool facilities therein, in part, through that certain Section 108 loan in the amount of \$3,000,000 (the "Loan") issued by County's Community Development Commission ("CDC") pursuant to that certain Loan Agreement dated May 13, 2004 ("Loan Agreement") between the City and the County. The current balance of the Loan is \$ 676,864.00 ("Loan Balance").

C. City desires to lease the Property to County in exchange for County's agreement to pay off the Loan Balance and County desires to lease the Property from City for the purpose of providing aquatic services and programs to the local community and general public all in accordance with the terms set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 **LEASE**

1.1 City hereby leases the Property to County and County hereby leases the Property from City on the terms and conditions set forth herein.

ARTICLE 2

BASIC PROVISIONS

2.1 Basic Provisions. For the convenience of the parties, certain basic provisions of this Lease are set forth herein, which provisions are subject to the remaining terms and conditions of this Lease and are to be interpreted in light of such remaining terms and conditions.

2.1.1 Address of the Property: San Fernando Regional Pool Facility, 300 Park Avenue, San Fernando, California 91340.

2.1.2 Property Description: The Property consists of three bodies of water, a 50 meter competition pool with diving boards, a 25 meter instructional pool with recreational slide, and splash area; an approximately 16,000 square foot two-story building consisting of a lobby area, office space, storage areas, a banquet hall, kitchen area, locker and shower facilities; an approximately 800 square foot outdoor storage area enclosed by fencing(a small portion of which is outside the Legal Description – the City acknowledges that this portion shall be part of the Property covered by this Lease) ; adjoining parking lot; and, all of the fixed pool facility equipment and furnishings as more particularly described in the inventory list attached hereto as Exhibit C and made a part hereof by this reference (collectively, the "Facilities").

2.1.3 County's Rights: Subject to the terms of this Lease, County shall have the right to the exclusive possession, control, use, management and operation of the Property, the Facilities, and all related services, programs and activities. County's rights include but are not limited to the following:

(a) The right to charge and collect fees for the use of the Facilities as the County deems appropriate. City acknowledges and agrees that any revenue generated from the Facilities and collected by County shall be the sole property of the County. City shall not be entitled to any preferential use of the Facilities. In addition, City shall be subject to County's standard rules and regulations with regard to use of the Facilities, including, without limitation, requirement of a separate written agreement with regard to each such use, and payment of applicable fees. Notwithstanding the foregoing, City and County agree to meet and confer on a semiannual basis or as needed at the request of either Party, during the Term of this Lease to coordinate scheduling of events at the Property and the adjoining City facilities in an effort to ensure that the City's use of its adjoining facilities does not conflict with the County use of the Facilities and in return that the County use does not conflict with any City events.

(b) At any time during the term of this Lease and at County's sole cost and expense, the right, to add, change, alter, or install new signage on or about the Property including without limitation, adding the words "County of Los Angeles" and/or adding the County and/or Department of Parks and Recreation seals to any existing signage; but not including the right to rename the Facilities. County agrees to maintain its signage in good condition and remove all of its signage at the termination of this Lease. All signage

installed, changed or altered by the County shall be in compliance with City requirements, as set forth in the City Municipal Code. City is responsible for maintenance and repair for any City signage located on the Property but shall not be responsible for maintenance or repair of any County signage.

(c) The right to use, on a nonexclusive basis (i) the cemented service road owned by the City located adjacent to the Property as shown on Exhibit A (the "Service Road") which allows access to the Property and parking lot located within the Property (the "Pool Parking").

(d) The right to control the use of the Pool Parking, provided that County shall be responsible, at its sole cost and expense, for the regular maintenance of the Pool Parking including resurfacing and restriping, subject to prior approval by the City, which approval shall not unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, if City fails to respond to County's request within fifteen (15) days of receipt thereof, County's request shall be deemed approved. County agrees that City shall have the right to use the Pool Parking on a nonexclusive basis for purposes of providing parking to users of the adjacent City park facilities and other City related uses provided City (i) complies with any applicable County rules and regulations, (ii) provides any additional security that may be required in County's reasonable discretion and (iii) agrees to indemnify and hold County harmless from and against all loss arising from City's use of the Pool Parking.

(e) County and City shall have joint possession and control over the two (2) security gates/arms (collectively, the "Security Gates") that allow access to the Service Road and Pool Parking. City and County agree that both Security Gates shall be equipped with interlaced padlocks to which both City and County will have necessary keys/combinations at all times. Subject to Section 2.1.3(d) above, City and County will share maintenance and repair obligations to the Security Gates equally.

(f) The right to independently operate the Facilities and hire employees, vendors and service providers. City agrees to terminate any and all contracts with existing vendors and service providers, related to the Property prior to the Commencement Date. City agrees and acknowledges that County shall have no obligation to hire any of City's employees currently working at the Facilities.

2.1.4 Permitted Use: Any lawful use including aquatic related services, community recreation programs and activities, educational programs and other associated uses, all of which services and activities shall be made available on an equal basis to all residents of the County. County shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no gambling, quarreling, fighting, or indecent exposure on or near the Property.

2.1.5 Address for Notices:

City:

San Fernando City Hall
117 Macneil Street, San Fernando, CA 91340
Attention: Brian Saeki, City Manager
Email: bsaeki@sfcity.org

County:

Chief Executive Office/Real Estate Division
County of Los Angeles
222 South Hill Street, Third Floor
Los Angeles, CA 90012
Attention: Christopher M. Montana, Director of Real Estate
Email: **cmontana@ceo.lacounty.gov**

With a copy to:

Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, CA 90020
Attention: Russ Guiney, Director
Email: **rguiney@parks.lacounty.gov**

2.2 Security.

A. County will provide security for the Facilities through County's Sheriff's Park Bureau, for which ongoing funding has been allocated.

B. City's Virtual Patrol System and other City equipment (identified collectively as the "Equipment") shall remain on the Property at no cost to the City or County. Both Parties shall have open access to the Equipment during the Term of this Lease. Notwithstanding the foregoing, County shall incur no cost whatsoever with regard to the Equipment.

2.3 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Lease Exhibit "A" - Site Map

Lease Exhibit "B" - Legal Description and Depiction of Property

Lease Exhibit "C" – Inventory List

2.4 "AS-IS" CONDITION/ASSUMPTION OF RISK:

A. The Property is leased in as-is condition and City makes no representation or warranty of any kind regarding the character of the Property.

B. County shall inspect the Property prior to taking control thereof. County shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Lease and the use of the Property and improvements thereon.

C. Subject to Section 11.3 below, City assumes no responsibility whatsoever for the safe condition, security or maintenance of the Property and the Facilities, nor for the protection of persons and property thereon, and the County shall be solely responsible for the improvements thereon, or changes in the condition of the Property or of improvements thereon caused by or arising from: (i) any activity, use or performance by County or its contractors, agents or employees under this Lease; or (ii) any activity, use or performance by County or its contractors, agents or employees on the Property.

ARTICLE 3

TERM

3.1 Commencement. The term of this Lease shall commence on _____, 20__ ("Term Commencement Date").

3.2 Term. The initial term of this Lease shall be that thirty-five (35) year period beginning from the Term Commencement Date and ending _____, 20__ ("Term Expiration Date"), unless sooner terminated as hereinafter provided. County shall have the option to extend the term for two additional ten (10) year period(s) each (the "Term"), subject to approval of the County Board of Supervisors.

ARTICLE 4

RENT

4.1 Rent. In lieu of any rent payments made to City, County agrees to pay off the Loan Balance (as identified in Recital "B" of this Lease) directly to CDC and to compile the necessary data and prepare an annual report to comply with City's reporting obligation under the Loan Agreement for a period of five (5) years beginning in fiscal year 2015 through and including fiscal year 2019. City acknowledges and agrees that County's obligation to compile such data and prepare an annual report shall not extend beyond such five (5) year period. City further agrees and acknowledges that no further rent shall be payable by County and that County shall not have any further obligation to assume or relieve City from any other financial or reporting obligations it may have in connection with the Property.

ARTICLE 5

USE

5.1 Compliance with Law. County shall, at County's sole cost and expense, comply with all statutes, ordinances and regulations of all governmental entities. If any license, permit or other governmental authorization is required for the lawful use or occupancy of the Property or any portion of the Property, County shall procure and maintain it, at County's sole cost and expense, throughout the term of this Lease.

ARTICLE 6 **UTILITIES/TAXES**

6.1 Utilities. During the Term, County shall pay the expenses of all utility services supplied to the Property, including but not limited to all telephone, air conditioning, heating, electricity, gas, water and sewer units, together with any taxes thereon. The parties acknowledge that all utility services supplied to the Property are currently on a separate meter, except for gas, which County at its sole cost and expense, shall cause to be separately metered within one hundred and twenty (120) days of possession of the Property. Until gas is separately metered, County shall reimburse City for the actual cost of gas attributable to the Property.

6.2 Taxes. County's possession of the Property may be subject to taxation under California Revenue and Taxation Code section 107 et seq. County shall be solely responsible for and shall promptly pay, and defend and indemnify City against, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes, and possessory interest taxes) associated with this Lease or County's use of the Property.

ARTICLE 7 **DISCRETIONARY PERMITS**

7.1 Applications. During the Term, City will, promptly upon County's request, sign and acknowledge any application to any governmental entity having jurisdiction over the Property for any discretionary permits necessary to construct Improvements, provided that City incurs no cost (other than the administrative and consulting cost necessary for review). No such signing by City will be deemed to be City's acceptance of, or commitment to satisfy, any condition in or precedent to a discretionary permit or adversely affecting City's interest in the Property.

ARTICLE 8 **EASEMENTS**

8.1 Utility Easements. Upon request, City will execute, acknowledge and deliver to County for recording, any grant of easement (i) over, upon, across or under the Property or any portion thereof, (ii) in favor of any governmental subdivision or any gas, electric, telephone or similar company and (iii) for the purpose of (a) widening any street, (b) transmitting potable water, storm water, sewage, gas, electricity, telephone or other communication or (c) providing to the Property and the persons using and

enjoying the Property such materials and services as are, from time to time customarily understood to be "utilities."

ARTICLE 9 **IMPROVEMENTS**

9.1 Construction. County shall have the right to construct improvements on the Property ("County Improvements") at County's sole cost and expense, including the expense of design, permitting and construction. County shall obtain and provide to City a certificate of substantial completion from the architect upon completion of the improvements. The County Improvements together with any existing improvements on the Property are referred to herein as the "Improvements".

9.2 City's Approval. All plans for County Improvement shall be subject to City's approval, which shall not be unreasonably withheld, conditioned or delayed. Plans submitted for City's approval shall include an estimated construction schedule.

9.3 Compliance with Laws. Any County Improvements shall be constructed and all work on the Property shall be performed in accordance with all valid laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 ("**ADA**") and the regulations promulgated thereunder, as amended from time to time (collectively, the "Laws"). All work performed on the Property under this Lease shall be done in a good and workmanlike manner.

9.4 Mechanics Liens. County shall keep the Property and all Improvements now or hereafter located on the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property.

9.5 Ownership. Title to the County Improvements shall be vested in County during the Term. Upon expiration or earlier termination of this Lease, the County Improvements shall, without compensation to County, automatically and without any act of County or any third party become City's property.

9.6 Surrender. County shall surrender any County Improvements at the expiration of the Term or earlier termination of this Lease, free and clear of all liens and encumbrances, other than those, if any, consented to by City. County agrees to execute, acknowledge and deliver to City, at City's request, a quitclaim of all of the County's right, title and interest in and to the County Improvements and the Property.

ARTICLE 10 **MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION**

10.1 Maintenance. During the Term and for any extended term, County shall, at County's sole cost and expense, keep and maintain the Property in good order and

repair, and in a safe and clean condition. Upon the expiration or earlier termination of the Term, County shall surrender the Property in good order and condition to the City, ordinary wear and tear excepted. City shall have no obligation to alter, remodel, improve or repair the Property during the Term.

10.2 Repair. During the Term and for any extended term, County shall, at County's own cost and expense, do all of the following:

10.2.1 Make all alterations, additions, replacements or repairs to the Property required by the Laws;

10.2.2 Observe and comply with all the Laws; and

10.2.3 Indemnify and hold City free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from County's failure to comply with and perform the requirements of this section.

10.3 Damage or Destruction. In the event of damage to or destruction of all or any portion of the Property, City shall within a reasonable time commence and proceed diligently to repair, reconstruct and restore (collectively, "**restore**") the Property to substantially the same condition as it was in immediately prior to the casualty, whether or not insurance proceeds are sufficient to cover the actual cost of restoration. City shall be responsible for all insurance deductibles attributable to the Property and for all costs of restoration of the Property in excess of insurance proceeds for the Property. This Lease shall continue in full force and effect notwithstanding such damage or destruction.

ARTICLE 11 **INDEMNIFICATION AND INSURANCE**

11.1 Indemnification. County agrees to indemnify City, its officers, employees, agents and volunteers ("City's Agents") against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees) for death of or injury to person or damage to property arising out of (i) any occurrence in, upon or about the Property or the County Improvements during the construction of any such Improvements, (ii) County's use, occupancy, repairs and maintenance of the Property, the Improvements and all fixtures, equipment and personal property thereon, and (iii) any act or omission of County, its members, directors, officers, agents, employees, servants, contractors and invitees ("County's Agents"), relating to this Lease, except to the extent caused by the negligence or willful misconduct of City or City's Agents. County's obligation under this paragraph 11.1 shall survive the expiration or earlier termination of this Lease.

11.2 County Insurance. Without limiting County's indemnification of City, County shall provide and maintain or cause its contractor(s) to provide and maintain at its own expense during the Term the following programs of insurance or self-insurance:

11.2.1 Liability Insurance. At all times during the term of this Lease, County shall maintain, at County's expense, commercial general liability insurance, on an occurrence basis, insuring County and County's Agents against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Property and the Improvements. Such insurance shall have a minimum combined single limit of liability per occurrence of not less than \$2,000,000.00 and a general aggregate limit of \$4,000,000.00. City has the right from time to time to require that such insurance limits be increased to reasonably reflect increased liability costs. Such insurance shall: (i) name the City, its officers, employees, agents and volunteers as additional insureds; (ii) include a broad form contractual liability endorsement insuring County's indemnity obligations; (iii) provide that it is primary coverage and noncontributing with any insurance maintained by the City, which shall be excess insurance with respect only to losses arising out of County's negligence; and (iv) provide for severability of interests or include a cross-liability endorsement, such that an act or omission of an insured shall not reduce or avoid coverage of other insureds.

11.2.2 All Risk Insurance. At all times during the term of this Lease, County shall maintain, at County's expense, "all risk" insurance on all buildings, fixtures and structures located on the Property, and all personal property, trade fixtures, equipment and merchandise of County or any subtenant or licensee of County that may be occupying or using the Property or any portion thereof in an amount equal to the full replacement value thereof. The insurance shall name City as additional insured.

11.2.3 Worker's Compensation. At all times during the term of this Lease, County shall maintain workers' compensation insurance in accordance with state law, and employers' liability insurance with limits typical for entities similar to County.

11.3 City Indemnification. City agrees to indemnify County, its officers, employees, agents and volunteers, collectively County's Agents, against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees) for death of or injury to person or damage to property arising out of any negligence or willful misconduct of City, its members, directors, officers, agents, employees, servants, contractors and invitees, collectively City's Agents, relating to this Lease, and/or the condition of the Property before the Term Commencement Date, except to the extent caused by the active negligence or willful misconduct of County or County's Agents. City's obligation under this paragraph 11.3 shall survive the expiration or earlier termination of this Lease.

ARTICLE 12

ASSIGNMENT AND SUBLEASING

12.1 Subleasing. County shall not assign this Lease, or any interest therein, and shall not sublet the the Property or any part thereof, or any right or privilege appurtenant thereto, or suffer any person to occupy or use the said Property, or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting or occupation. Any assignment or subletting without such consent shall be void, and shall, at the option of the City, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of the County, by operation of law, without the prior written consent of the City.

Subject to prior written approval by the City, County shall have the right to sublease all or any portion of the Property and at all times during the Term under the following conditions:

(a) The specific use of the subleased space shall be consistent with the County's permitted uses of the Property;

(b) The term of any sublease shall not extend beyond the Term and any extended term;

(c) Any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Lease;

(e) Unless the parties agree otherwise, any rent charged by the County for the subleasing of any portion of the Property shall be County's sole possession;

(f) County shall provide a copy of each sublease to City immediately upon full execution.

12.2 Licenses/Permits. Notwithstanding Section 12.1, the County shall be entitled to issue licenses and/or permits for the temporary use of the Property by community groups, organizations, and members of the public, and to charge or waive fees for the use thereof, without the approval of the City, so long as such licensed and/or permitted uses do not conflict with the permitted use under this Lease.

ARTICLE 13

DEFAULT AND REMEDIES

13.1 City's Default. City shall not be in default of any of its obligations under this Lease unless City fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by County to City specifying wherein City has failed to perform such obligations; provided however, that if the nature of City's default is such that more than thirty (30) days are required for its cure, City shall not be in default if City commences such cure within such thirty (30) day period

and thereafter diligently prosecutes the same to completion.

13.2 County's Remedies. In the event of any default by City as described in Section 13.1 above, subject to all applicable laws that may restrict remedies against a city, including, but not limited to, restrictions within the California Government Code, County's remedies under this Lease are to pursue City for specific performance and/or actual damages, resulting from City's default. County shall have no rights as a result of any default by City until County gives thirty (30) days' notice to City, specifying the nature of the default.

13.3 County's Default. County shall not be in default of any of its obligations under this Lease unless County fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by City to County specifying wherein County has failed to perform such obligations; provided however, that if the nature of County's default is such that more than thirty (30) days are required for its cure, County shall not be in default if County commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13.4 City's Remedies. In the event of any default by County as described in Section 13.3 above, subject to all applicable laws that may restrict remedies against a county, including, but not limited to, restrictions within the California Government Code, City's remedies under this Lease are to pursue County for specific performance and/or actual damages, resulting from County's default. City shall have no rights as a result of any default by County until City gives thirty (30) days' notice to County, specifying the nature of the default.

ARTICLE 14 **HAZARDOUS MATERIALS**

14.1 Compliance. During the Term, County, at its sole cost, shall comply with all laws, statutes, ordinances, codes, regulations and orders relating to the receiving, handling, use, storage, transportation, discharge, release and disposal of Hazardous Material (as defined below) in or about the Property. County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by County or County's Agents in a manner or for a purpose prohibited by any federal, state or local agency or authority or under any Environmental Law (as defined below),

14.2 Notice. County shall immediately provide City with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Property, including the soils and subsurface waters thereof, which by law must be reported to any federal, state or local agency, and any injuries or damages resulting directly or indirectly therefrom.

14.3 Indemnification. County agrees to indemnify City against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting

the same (including reasonable attorneys' fees), which result from County's (or from County's Agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property or the Improvements on or after the Term Commencement Date. City shall be responsible for and shall indemnify, protect, defend and hold harmless County on the same basis as above for any claims which result from City's or from City's Agents receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property or the Improvements any time before the Term Commencement Date and/or during the Term.

14.4 Survive Termination. County's and City's obligations under this Article 14 shall survive the termination of the Lease.

14.5 Definition of Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601)

"Environmental Laws" shall mean all federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USCS § 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USCS § 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USCS § 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USCS § 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USCS § 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS § 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS § 6901 et seq.]; the Clean Air Act [42 USCS § 7401 et seq.]; the Safe Drinking Water Act [42 USCS § 300f et seq.]; the Solid Waste Disposal Act [42 USCS § 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS § 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS § 11001 et seq.]; the Occupational Safety and Health Act [29 USCS § 655 and

657]; the California Underground Storage of Hazardous Substances Act [H & S C § 25280 et seq.]; the California Hazardous Substances Account Act [H & S C § 25300 et seq.]; the California Hazardous Waste Control Act [H & S C § 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C § 24249.5 et seq.]; the Porter Cologne Water Quality Act [Wat C § 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, about, near, or within the Property), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

ARTICLE 15

OPTION TO EXTEND

15.1 Option. On or before the date which is twelve (12) months before the Term Expiration Date, provided County shall not then be in default under this Lease, County, in its sole and absolute discretion, may elect to exercise its option(s) to extend this Lease for an additional term of ten (10) years for each option, by providing to City written notice of its election to exercise of the option. If County fails to exercise its option as provided for herein, this Lease shall expire upon the original Term Expiration Date. Upon exercise of the County's option, the Term Expiration Date shall be extended for the period of the additional term upon the same terms and conditions of this Lease, unless the parties mutually agree otherwise. As used herein, "Term" shall include any extension term. The County hereby delegates to the County's Chief Executive Officer or his designee, the authority to issue any notice as required in order to extend this Lease as provided above.

ARTICLE 16

QUIET ENJOYMENT AND RIGHT OF ENTRY

16.1 Quiet Enjoyment. City covenants and agrees that it will not take any action to prevent County's quiet enjoyment of the Property during the Term.

16.2 Right of Entry. City reserves the right for any of its duly authorized representatives to enter the Property upon provision of 24 hours prior notice to County for any reasonable actions, including but not limited to (i) inspecting the Property and (ii) posting, in such places as City may select, notices of nonresponsibility for works of construction, repair or improvement made by County. In doing so, City shall not interfere with County's enjoyment and use of the Property.

ARTICLE 17

EMINENT DOMAIN

17.1 Agreement Governs. In the event of any acquisition of all or any part of

the Property, or any interest therein by eminent domain, whether by condemnation proceeding or transfer in avoidance of an exercise of the power of eminent domain or otherwise during the Term or any extension thereof, the rights and obligations of the parties with respect to such appropriation shall be as provided in this Article 17.

17.2 Termination of Agreement. This Lease shall terminate if the entire Property is permanently taken under the power of eminent domain or if a material part of the Property is taken such that the operation of the Improvements cannot feasibly continue on the remaining portion of the Property. If only a part of the Property is permanently taken under the power of eminent domain and the County can reasonably continue to operate the Property as contemplated by this Lease, this Lease shall not terminate and shall remain in full force in effect with respect to the remaining portion of the Property.

17.3 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Property at any point during the Term or any extension thereof, the City shall be entitled to any award which may be made in such taking or condemnation to the extent such award relates to the fee title to the Property, and County shall be entitled to any award which may be made in such taking or condemnation to the extent it relates to the County Improvements. Nothing contained in this Article 17 shall be deemed to give the City any interest in or to require County to assign to City any separate award, as designated by the condemning authority, and County shall be able to retain any separate award as, designated by the condemning authority, made to County for the taking of County's personal property, or the interruption of or damage to County's operations on the Property.

ARTICLE 18

PROPERTY RECORDS; INSPECTION OF PROPERTY

18.1 Property Records. Within thirty (30) days of the Effective Date, City shall deliver to the County copies of all books and records of City with respect to the ownership, maintenance, and operation of the Property, including any appraisals, surveys, engineering, environmental and other reports and analyses of the Property which are in City's possession.

18.2 Property Inspections. Before the Term Commencement Date County may, upon provision of prior notice to City, enter the Property to perform inspections, and due diligence at County's sole cost and expense, including but not limited to destructive and non-destructive soils, air, structural and environmental testing in, on and under the Property and existing Improvements. County agrees, upon completion of such activities, to restore the Property and existing Improvements to substantially the same condition as existed before conducting such activities, normal wear and tear excepted.

ARTICLE 19

CANCELLATION

19.1 Cancellation by County. This Lease may be cancelable unilaterally by County by providing prior written notice to the City one hundred and eighty (180) days prior to cancellation. Upon cancellation, County shall convey the Improvements and all fixtures, alterations, additions and improvements thereto to City, including, without limitation, a quitclaim deed for the Improvements, assignment of all agreements, guaranties, warranties, and plans and specifications related to the County Improvements, and County shall bear all costs and expenses for such conveyance.

19.2 Cancellation by Agreement of the Parties. Notwithstanding Section 19.1, the Lease may be cancelable by the mutual agreement of the parties at any time, upon terms and conditions agreed to by the parties.

ARTICLE 20 **GENERAL PROVISIONS**

20.1 Waiver and Modification. No provision of this Lease may be modified, amended or added to except by an agreement in writing.

20.2 Applicable Law. This Lease and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

20.3 Time. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

20.4 Authority to Execute Lease. City and County each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Lease, that this Lease is a binding obligation of such party and has been authorized by all requisite action under the party's governing instruments, that the individuals executing this Lease on behalf of such party are duly authorized and designated to do so, and that no other signatories are required to bind such party.

20.5 Consents. Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

20.6 Entire Agreement. The terms of this Lease are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

20.7 Severability. Any provision of this Lease which shall prove to be invalid, void, or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

20.8 Impartial Construction. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either the City or County.

20.9 Successors. Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Property, the Improvements or any part thereof. Nothing contained in this paragraph shall in any way alter the provisions regarding subleasing provided in this Lease.

20.10 Notices. All notices, demands and communications between City and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or City at the addresses shown in paragraph 2.1.5 above. Either party may, by notice to the other given pursuant to this subparagraph, specify additional or different addresses for notice purposes.

20.11 Counterparts. This Lease may be executed in one or more counterparts, each of which shall constitute an original.

20.12 Nondiscrimination. City, County and all others who from time to time may use the Property with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed or national origin, including but not limited to the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

CITY OF SAN FERNANDO

By: _____
Sylvia Ballin, Mayor

COUNTY OF LOS ANGELES, a body corporate and politic,

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____
Deputy

EXHIBIT A

SITE MAP

EXHIBIT A
SAN FERNANDO REGIONAL POOL FACILITY
SITE MAP
2.81 ACRES

JESSIE ST

PARK AV

4TH ST

PARKSIDE DR

Pool Parking

Gate

Gate

Service Road



EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

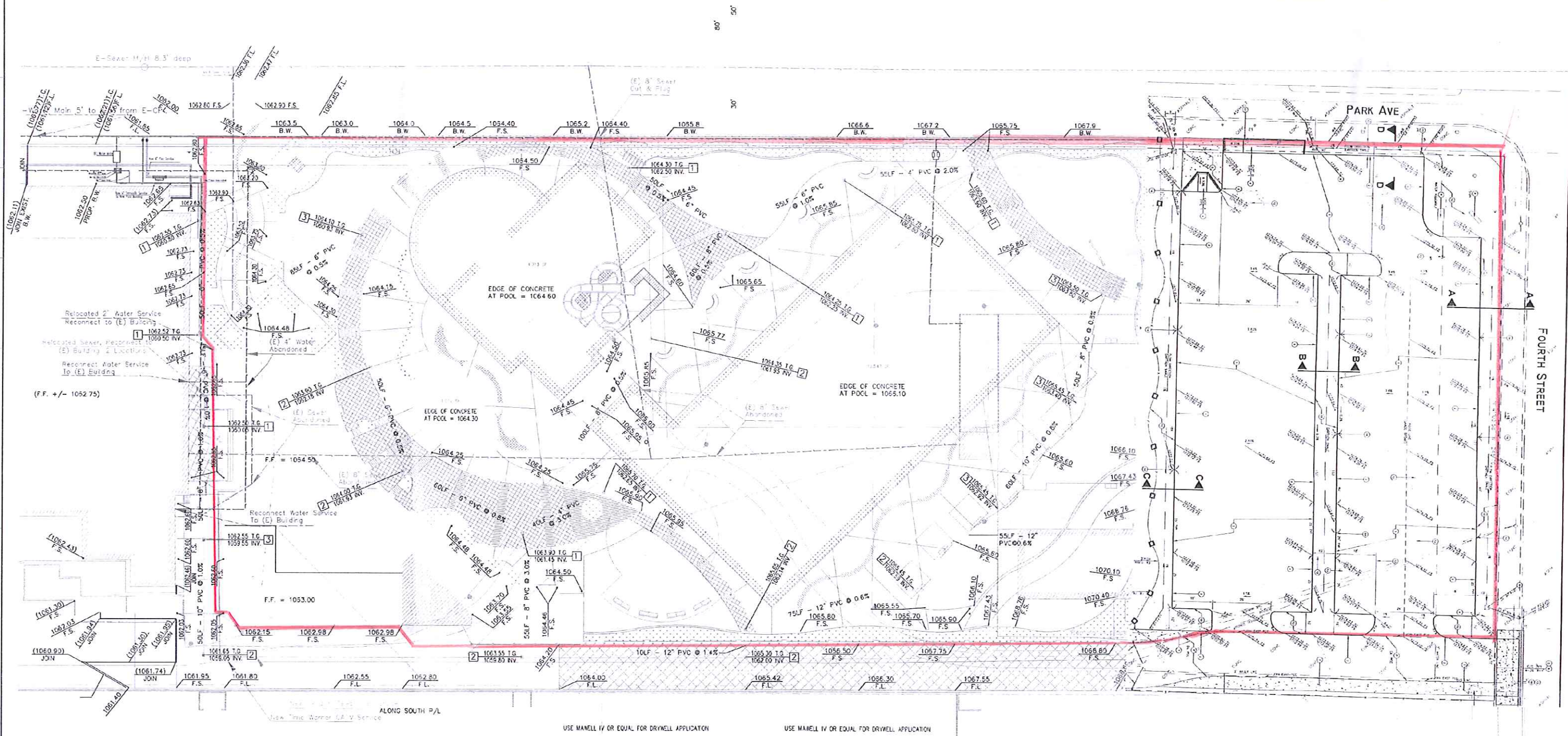
EXHIBIT "B"**LEGAL DESCRIPTION**

A 2.81 ACRE PORTION OF ASSESSOR'S PARCEL NUMBER: 2519-026-903

A PORTION OF BLOCK 230 OF MACLAY RANCHO PER MAP RECORDED IN BOOK 37, PAGES 5 TO 16 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PARK AVENUE (35 FOOT HALF STREET) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (60 FEET WIDE, 30 FOOT HALF STREET) AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 246 PAGE 96 OF RECORD OF SURVEYS; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF PARK AVENUE, S48°52'33"W, 567.94 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, S40°51'04"E, 83.82 FEET; THENCE S86°10'08"E, 8.73 FEET; THENCE S41°00'38"E, 116.88 FEET; THENCE N48°59'22"E, 3.22 FEET; THENCE S86°12'50"E, 7.11 FEET; THENCE N48°54'56"E, 73.06 FEET; THENCE S72°33'31"E, 9.13 FEET; THENCE N48°56'38"E, 304.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°45'30" AN ARC DISTANCE OF 22.27 FEET; THENCE N36°11'08"E, 12.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'52" AN ARC DISTANCE OF 22.19 FEET; THENCE N48°54'00"E 115.59 FEET TO THE SAID SOUTHWEST LINE OF FOURTH STREET; THENCE NORTHWESTERLY ALONG SAID LINE N41°04'02"W, 212.60 FEET TO THE POINT OF BEGINNING.

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- 1

6"x6" GRATE AND FRAME
AFC 2010 OR EQUAL
- 2

8"x8" GRATE AND FRAME
AFC 2012 OR EQUAL
- 3

12"x12" GRATE AND FRAME
AFC 2012 OR EQUAL
- DRY WELL LOCATION

GRATE AND FRAME

TYPE AND SIZE OF GRATE AND FRAME
- INV. PIPE INVERT

T.G. TOP OF GRATE

F.S. FINISHED SURFACE

F.L. FLOW LINE

B.W. BACK OF WALK
- GRASSCOTE

CONCRETE BROOM FINISH (UNCOL)

CONCRETE BROOM FINISH (XYZ C)

1. UTILITY LOCATIONS SHOWN HEREON WERE TAKEN FROM PLANS PREPARED BY OTHERS. THE PREPARER OF THIS MAP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SAID UTILITY LOCATIONS. ALL UTILITY LOCATIONS TO BE VERIFIED IN FIELD.

2. ALL BOUNDARY DATA FROM RECORD INFORMATION.

3. PROVIDE MIN. 6" HIGH CURTAIN WALL AROUND BUILDING TO PREVENT VOSTURE AND/OR WATER SEEPAGE.



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EXHIBIT C
INVENTORY LIST

EXHIBIT "C"

Regional Pool Inventory		
Location/Type	Item	Quantity
Indoor Rental Equipment		
Indoor Rental Equipment	Banquet Chairs	189
Indoor Rental Equipment	Round Tables	19
Indoor Rental Equipment	2x6 Tables	4
Indoor Rental Equipment	3x6 Tables	18
Indoor Rental Equipment	3x8 Tables	13
Location/Type	Item	Quantity
Misc. Maintenance Items	Italian Tile	68 Boxes
Misc. Maintenance Items	Metal Lamp Housing	5
Misc. Maintenance Items	Stucco Roofing Panels	3 boxes
Misc. Maintenance Items		
Misc. Maintenance Items	Pool Equipment	
Misc. Maintenance Items	Lane Line Reel	7
Misc. Maintenance Items	Tarp Reels	5
Misc. Maintenance Items	Pool Tarp	24
Misc. Maintenance Items	Deck Chairs	31
Misc. Maintenance Items	Back Stroke Poles	14
Misc. Maintenance Items	Lifeguard Towers	6
Misc. Maintenance Items	Waterpolo Pool Net	1
Misc. Maintenance Items	Vac Hoses	2
Misc. Maintenance Items	Aqua Aerobics Equipment	1 Full Class Set
Misc. Maintenance Items	Turn Masters	2
Location/Type	Item	Quantity
Water Polo/ Swim Equipment	Water Polo Shot Clocks	4
Water Polo/ Swim Equipment	Water Polo Horn	1
Water Polo/ Swim Equipment	Colorado Timing System	1
Water Polo/ Swim Equipment	Misc Timing System Cables	1 Box
Water Polo/ Swim Equipment	Touch Pads	8
Water Polo/ Swim Equipment	Water Polo Cages	8
Location/Type	Item	Quantity
Safety Equipment	Oxygen Cylinders	4
Safety Equipment	Sheppards Crook	1
Safety Equipment	Life Rings	2
Safety Equipment	Rescue Tubes	6