



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
NOVEMBER 17, 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 Shae Perez

**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. 14-112 APPROVING THE WARRANT REGISTER****2) ADOPTION OF ORDINANCE NO. 1637 ESTABLISHING RULES AND REGULATIONS REGARDING DEVELOPMENT AGREEMENTS**

Recommend that the City Council waive full reading of Ordinance No. 1637 and adopt by title only, "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".

**3) CONSIDERATION TO REAPPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

Recommend that the City Council reappoint Nina Herrera as City Council liaison to the Greater Los Angeles County Vector Control District for a two-year term (i.e., January 1, 2015 to January 1, 2017).

**4) CONSIDERATION TO ACCEPT THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT TO FUND RECREATION PARK IMPROVEMENTS**

Recommend that the City Council:

- a. Adopt Resolution No. 7658 to approve the acceptance of the 2013 California Department of Housing and Community Development Housing-Related Parks Program Grant in the amount of \$188,050 to fund Recreation Park improvements;
- b. Authorize the City Manager to execute Contract No. 1770 in order to receive the funding in the amount of \$188,050 to fund Recreation Park Improvements; and
- c. Adopt Resolution No. 7659 to increase the revenue and expenditures of Fiscal Year 2014-2015 Fund 019 budget by \$14,327.

**5) CONSIDERATION TO ADOPT A RESOLUTION TO PLACE A CHARTER AMENDMENT ON THE MARCH 3, 2015 BALLOT PERTAINING TO LOS ANGELES UNIFIED SCHOOL DISTRICT ELECTION DATES**

Recommend that the City Council adopt Resolution No. 7660 ordering the submission of a Ballot Measure question to the qualified electors of the City of San Fernando to place a Charter Amendment regarding Los Angeles Unified School District election dates at the General Municipal Election to be held on Tuesday, March 3, 2015.

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**6) CONSIDERATION TO APPROVE THE PURCHASE OF A WATER DIVISION SERVICE TRUCK**

Recommend that the City Council:

- a. Approve the purchase of one Ford F650 XL Truck with Service Body, for an amount not to exceed \$129,603.59, from Downtown Ford Sales under the California Multiple Award Schedule (CMAS) Contract #1-14-23-23;
- b. Authorize the City Manager to execute the purchase with Downtown Ford Sales; and
- c. Designate Unit #WA-8196, as surplus property and authorize the City Manager to dispose of surplus property and sale.

**7) CONSIDERATION TO APPROVE A WIRELESS COMMUNICATIONS FACILITIES LICENSE AGREEMENT WITH THE JUDICIAL COUNCIL OF CALIFORNIA TO UTILIZE THE SAN FERNANDO COURTHOUSE ROOF FOR PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

Recommend that the City Council:

- a. Approve a Wireless Communications Facilities License Agreement (Contract No. 1771) with the Judicial Council of California to utilize the San Fernando Courthouse roof for public safety communications equipment; and
- b. Authorize the City Manager to execute the Agreement with the Judicial Council of California.

**8) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY**

Recommend that the City Council adopt Resolution No. 7656 authorizing the City of San Fernando to apply for grant funds from the California Department of Resources, Recycling and Recovery (Cal Recycle) for all available grants under the California Rubberized Pavement Grant Program for a period of five years, through November 17, 2019.

**9) CONSIDERATION TO APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SAN FERNANDO POLICE CIVILIAN ASSOCIATION**

Recommend that the City Council approve an Amendment (Contract No. 1685(d)) to the Memorandum of Understanding between the City and the San Fernando Police Civilian Association, SEIU, Local 721, and authorize the City Manager to execute said amendment.

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**ADMINISTRATIVE REPORTS****10) CONSIDERATION TO APPROVE A LETTER OF SUPPORT REGARDING RENAMING THE METRO NORTH HOLLYWOOD STATION AFTER LOS ANGELES COUNTY SUPERVISOR ZEV YAROSLAVSKY**

Recommend that the City Council approve a letter of support regarding renaming the Metro North Hollywood Station after Los Angeles County Supervisor Zev Yaroslavsky.

**11) 2014 HOLIDAY SEASON EVENTS AND ACTIVITIES**

Recommend that the City Council receive and file this report.

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

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

*Elena G. Chávez, City Clerk*

*Signed and Posted: November 13, 2014 (4:30 pm)*

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **Regular Meeting**

# **San Fernando City Council**

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 17, 2014

**Subject:** Consideration to Adopt Resolution No. 14-112 Approving the Warrant Register

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 14-112 (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. 14-112

**ATTACHMENT "A"****RESOLUTION NO. 14-112****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 14-112****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 17<sup>th</sup> day of November, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of November, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist		Voucher List				Page: 1		
11/12/2014 2:16:57PM		CITY OF SAN FERNANDO						
Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
107926	11/17/2014	100066 ADS ENVIRONMENTAL SERVICES,INC	12496.22-1014	11102	ADS FLOW MONITORING		1,275.00	
					072-360-0000-4260	Total :	1,275.00	
107927	11/17/2014	100101 VERIZON WIRELESS-LA	270693253	11102	PLANNING CELL PHONES			
					001-140-0000-4220		5.37	
					001-150-0000-4220		48.28	
					PD CELL PHONES			
					001-222-0000-4220		160.98	
					CITY YARD CELL PHONE & USB MODEM			
					070-384-0000-4220		28.06	
					001-390-0000-4220		18.55	
					001-320-0000-4220		18.54	
					072-360-0000-4220		0.50	
					001-130-0000-4220		72.84	
					VARIOUS CELL PHONES			
					001-106-0000-4220		40.75	
					070-384-0000-4220		27.41	
					001-420-0000-4220		76.60	
					PD CELL PHONES AND MDT MODEMS			
					001-222-0000-4220		952.95	
					001-152-0000-4220		114.03	
						Total :	1,564.86	
107928	11/17/2014	100143 ALONSO, SERGIO	OCT 2014	11102	MARIACHI MASTER APPRENTICE PROGRAM			
					112-424-3654-4260		350.00	
						Total :	350.00	
107929	11/17/2014	100175 AMERICAN WATER WORKS ASSOC.	7000878201	11102	CITY MEMBERSHIP RENEWAL -			
					070-381-0000-4370		413.00	
						Total :	413.00	
107930	11/17/2014	100204 AQUA-METRIC SALES COMPANY	0053871-IN	11102	METER REPLACEMENT - 206 S MEYER			
					070-383-0700-4600		1,710.78	
						Total :	1,710.78	
						Page:		

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11/12/2014 2:16:57PM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
107931	11/17/2014	100514 CSMFO	2015 DUES		2015 MEMBERSHIP DUES 001-130-0000-4380	110.00	
						Total :	110.00
107932	11/17/2014	100676 R. E. CHARLES PLUMBING, INC.	17062		REPAIR CITY HALL RESTROOM LEAK 001-390-0310-4330	385.90	
						Total :	385.90
107933	11/17/2014	100731 CITY OF LOS ANGELES	74WP150000027	11100	FY 14-15 O&M PORTION OF AMALGAM, 072-360-0000-4260	141,961.00	
			74WP150000028	11099	CAPITAL PORTION OF AMALGAMATED 072-360-0000-4600	97,000.00	
						Total :	238,961.00
107934	11/17/2014	100805 COOPER HARDWARE INC.	93453		LOCK & KEY COPY FOR CERAMICS HC 001-390-0410-4300	7.63	
			93520		GLOSSY WHITE STOP-RUST FOR HOLI 001-311-0000-4300	43.48	
			93569		CONCRETE PRE-MIX & MIXING TUBE 070-383-0301-4300	58.82	
						Total :	109.93
107935	11/17/2014	100810 COPWARE, INC.	82669		2015 COPWARE CA. CODES - SITE LIC 001-222-0000-4260	300.00	
						Total :	300.00
107936	11/17/2014	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		07/01/14-09/30/14 UNEMPLOYMENT INS 001-190-0420-4132	55.00	
					001-190-0222-4132	3,816.00	
					001-190-0000-4132	-7.75	
						Total :	3,863.25
107937	11/17/2014	101089 ESCOBAR, MARCO	102814		L P SENIOR PETTY CASH REIMB. 004-2380	100.28	
			102914-1		L P SENIOR PETTY CASH REIMB. 004-2380	110.72	
			102914-2		L P SENIOR PETTY CASH REIMB.		

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**vchlist**

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107960	11/17/2014	102803 102803 RED WING SHOE STORE	(Continued)		Total :	175.50
107961	11/17/2014	102929 ROYAL PAPER CORPORATION	4477325		JANITORIAL SUPPLIES	
					001-390-0222-4300	274.54
					001-390-0310-4300	227.99
					001-390-0470-4300	264.48
					001-390-7500-4300	338.43
					001-390-0410-4300	580.65
					001-390-0460-4300	430.49
			4479166		LOCK & KEY FOR TOWEL DISPENSER	
					001-390-0310-4300	16.42
					Total :	2,133.00
107962	11/17/2014	103010 SAM'S CLUB DIRECT, #0402465855179	9805		SENIOR CLUB ITEMS - CAKE, CUP CAK	
					004-2382	39.92
					004-2346	55.93
					Total :	95.85
107963	11/17/2014	103029 SAN FERNANDO, CITY OF	14819-14951		REIMBURSEMENT TO WORKERS COM	
					006-1035	23,712.92
					Total :	23,712.92
107964	11/17/2014	103057 SAN FERNANDO VALLEY SUN	9114		ORDINANCE NO. 1638 AND JANITORAL	
					001-310-0000-4380	106.25
					Total :	106.25
107965	11/17/2014	103168 SIMPLEXGRINNELL LP	77337655		ANNUAL TESTING & INSPECTING OF P	
					001-390-0222-4260	920.00
					Total :	920.00
107966	11/17/2014	103184 SMART & FINAL	149339		WEEKLY ACTIVITIES	
					104-420-0000-4300	111.79
					103-420-0000-4300	111.78
			149922		WEEKLY ACTIIVTY	
					104-420-0000-4300	17.16
					103-420-0000-4300	17.15
			185577		SENIOR CLUB DANCE SUPPLIES	
					004-2380	285.15

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107966	11/17/2014	103184 SMART & FINAL	(Continued) 187167		ENP PROGRAM SUPPLIES 004-2346	43.67
					115-422-3750-4300	31.01
			187645		WEEKLY ART SUPPLIES	
					104-420-0000-4300	11.74
					103-420-0000-4300	11.73
					<b>Total :</b>	<b>641.15</b>
107967	11/17/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-542-8798		ELECTRIC - PARKING LOTS	
					029-335-0000-4210	1,815.11
					001-371-0000-4210	121.04
			2-02-682-5588		ELECTRIC - 519 S BRAND	
					001-390-0457-4210	105.86
			2-21-082-3241		ELECTRIC - MOTT/BRAND	
					001-371-0000-4210	50.70
			2-24-426-7761		ELECTRIC - 200 HUBBARD	
					001-371-0000-4210	46.08
			2-29-583-9823		ELECTRIC - 2025 4TH	
					001-420-0000-4210	238.29
			2-35-772-2859		ELECTRIC - 551 KALISHER	
					001-390-0450-4210	28.98
					<b>Total :</b>	<b>2,406.06</b>
107968	11/17/2014	103205 THE GAS COMPANY	18292013580		GAS - 519 S BRAND	
					001-420-0000-4210	1.12
					<b>Total :</b>	<b>1.12</b>
107969	11/17/2014	103251 STANLEY PEST CONTROL	656848		PEST CONTROL @ PD	
					001-390-0222-4260	64.00
					<b>Total :</b>	<b>64.00</b>
107970	11/17/2014	103255 STATE BOARD OF EQUALIZATION	BE112341		ADMIN THE IMPLEMENTATION OF NEW	
					001-190-0000-4450	71,560.63
					<b>Total :</b>	<b>71,560.63</b>
107971	11/17/2014	103305 TAB PRODUCTS CO.	2259704		PURGE STICKERS	

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Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107971	11/17/2014	103305 TAB PRODUCTS CO.	(Continued)		001-222-0000-4300	590.46
					<b>Total :</b>	<b>590.46</b>
107972	11/17/2014	103318 TAG/AMS, INC.	2675971		RANDOM DRUG TESTING 001-106-0000-4270	80.00
					<b>Total :</b>	<b>80.00</b>
107973	11/17/2014	103349 THE HOUSE OF PRINTING, INC.	148587		#10 WINDOW ENVELOPES 001-130-0000-4300	406.25
					<b>Total :</b>	<b>406.25</b>
107974	11/17/2014	103439 UPS	831954444		COURIER SERVICE 001-190-0000-4280	142.61
					<b>Total :</b>	<b>142.61</b>
107975	11/17/2014	103444 ULTRA GREENS, INC	53675		COMPOST FOR PARKING LOT PLANTE 029-335-0301-4300	76.30
					<b>Total :</b>	<b>76.30</b>
107976	11/17/2014	103445 UNDERGROUND SERVICE ALERT	1020140669		(84) NEW USA DIGALERT TICKETS 070-381-0000-4260	126.00
					<b>Total :</b>	<b>126.00</b>
107977	11/17/2014	103510 V & V MANUFACTURING, INC.	39941		COUNCIL BADGE 001-101-0000-4300	455.99
					001-105-0000-4300	91.19
			40093		001-222-0000-4300	101.08
					BADGE REPAIR 001-222-0000-4300	61.27
			40094		PD BADGES 001-222-0000-4300	144.43
					<b>Total :</b>	<b>853.96</b>
107978	11/17/2014	103599 VOHNE LICHE KENNELS	9624		NARCOTIC DETECTOR DOG CLASS 001-225-0000-4270	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
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Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107979	11/17/2014	103603 VULCAN MATERIALS COMPANY	70554783		ROAD BASE 001-311-0000-4300	568.68
			70554784		FILL SAND 001-311-0000-4300	363.21
					<b>Total :</b>	<b>931.89</b>
107980	11/17/2014	103661 WEST-LITE SUPPLY CO., INC.	33940C		LP PARK GYM LIGHTS 001-390-0460-4300	204.63
					<b>Total :</b>	<b>204.63</b>
107981	11/17/2014	103690 HDS WHITE CAP CONST SUPPLY	10002518918		ROLL BARS 011-311-7510-4300	294.28
					<b>Total :</b>	<b>294.28</b>
107982	11/17/2014	103738 YOSEF AMZALAG SUPPLY	12125421		IRRIGATION REPAIR @ RUDY ORTEGA 001-390-7500-4300	54.61
			12126939		COUPLINGS, ADAPTERS & NIPPLES 070-383-0301-4300	348.77
			12127067		SOLENOID REPLACEMENT @ LP PARK 001-390-0460-4300	30.88
					<b>Total :</b>	<b>434.26</b>
107983	11/17/2014	103910 MONTGOMERY HARDWARE COMPANY	189021		RUDY ORTEGA PARK LOCKS & HARDW 001-390-7500-4300	179.09
					<b>Total :</b>	<b>179.09</b>
107984	11/17/2014	887121 DELL MARKETING L.P.	XJK4D1DN7		VLA OFFICE STD 2013 001-420-0000-4300	483.12
			XJK4MP1T8		VLA OFFICE STD 2013 001-222-0000-4300	241.56
			XJK6F8FM7	11140	DOCKING STATIONS FOR THE CODE E 001-150-0000-4500	418.80
			XJK6TCM97		VLA ACROBAT PRO 11 LICENSE 001-310-0000-4500	354.12
			XJK6X5JF5	11139	SOFTWARE LICENSES FOR DOCKING 001-152-0000-4500	724.68
			XJK8JJCN4		COMPUTERS FOR COMM CTR	
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11/12/2014 2:16:57PM		CITY OF SAN FERNANDO	
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Voucher	Date	Vendor	Amount
107984	11/17/2014	887121 DELL MARKETING L.P.	(Continued)
			11148
			001-222-0000-4300
			001-222-0000-4300
			Total : 8,908.04
107985	11/17/2014	887764 BENNETT-BOWEN LIGHTHOUSE	1450668
			NEW GAS DETECTORS FOR SEWERS/
			072-360-0000-4320
			Total : 1,162.93
107986	11/17/2014	887939 ULINE SHIPPING SUPPLIES	62060994
			STAINLESS STEEL CABLE TIES RES'R
			070-384-0000-4320
			Total : 77.81
107987	11/17/2014	888042 ALTEC INDUSTRIES INC.	5151326
			REPAIR BOOM; BROKEN HOSES & SAF
			001-320-0346-4400
			Total : 1,722.16
107988	11/17/2014	888075 DATAMATIC, INC.	CA-0000026282
			HANDHELD METER READING MAINT - I
			070-381-0000-4320
			Total : 359.16
107989	11/17/2014	888241 UNITED SITE SERVICES OF CA INC	114-2412535
			PORTABLE TOILET RENTAL @ 501 FIR
			001-390-0450-4260
			114-2419039
			PORTABLE TOILET RENTAL @ LAYNE F
			001-390-0410-4260
			Total : 379.22
107990	11/17/2014	888242 MCI COMM SERVICE	7DK54968
			MTA PHONE LINES
			007-440-0441-4220
			Total : 31.81
107991	11/17/2014	888468 MAJOR METROPOLITAN SECURITY	1940
			CONVERTED ALARM SYSTEM FROM D
			001-390-0410-4330
			Total : 750.00
107992	11/17/2014	888646 HD SUPPLY WATER WORKS, LTD	C959986
			CLOW 950 FIRE HYDRANT
			070-383-0701-4600
			11142
			BALL METER VALVES, LEVER HANDLE:
			D021150
			Total : 3,007.53

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11/12/2014

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Voucher List

CITY OF SAN FERNANDO

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Bank code :

bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107992	11/17/2014	888646 HD SUPPLY WATER WORKS, LTD	(Continued)			
			D096948		070-383-0301-4300	1,682.28
					CORP STOP, BRASS SADDLES, CLAMP	
			D200978		070-383-0301-4300	2,118.83
					CREDIT FOR RETURNED CLAMPS & BF	
					070-383-0301-4300	-863.32
					Total :	5,945.32
107993	11/17/2014	888800 BUSINESS CARD	100614		METALS FOR 5K RACE	
			110314		053-194-1395-4300	1,276.00
					MEMBERSHIP DUES	
					001-310-0000-4370	75.00
					Total :	1,351.00
107994	11/17/2014	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD	
					001-310-0000-4220	63.78
					Total :	63.78
107995	11/17/2014	889149 STAPLES BUSINESS ADVANTAGE	8031790848		KITCHEN SUPPLIES - CUPS, SUGAR, H	
					001-190-0000-4300	291.64
					Total :	291.64
107996	11/17/2014	889328 FIRST TRANSIT, INC.	11003269		MCT- SEPT 2014	
					007-440-0442-4260	22,078.98
					008-310-0000-4260	19,392.12
					Total :	41,471.10
107997	11/17/2014	889383 RUVALCABA, JAVIER	REIMB.		MILEAGE REIMB - LASD CA ACADEMY	
					001-225-3688-4360	567.02
					Total :	567.02
107998	11/17/2014	889426 T3 MOTION, INC	24446		T3 BATTERY CELL REBUILD	
					001-222-0000-4300	669.50
					Total :	669.50
107999	11/17/2014	889532 GILMORE, REVA A.	10/18/14 - 10/31/14		FOOD SERVICE MANAGER	
					115-422-3750-4270	539.50
					115-422-3752-4270	91.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107999	11/17/2014	889532 889532 GILMORE, REVA A.	(Continued)			Total : 630.50
108000	11/17/2014	889533 MARTINEZ, ANITA	10/18/14 - 10/31/14		FOOD SERVICE INTAKE CLERK 115-422-3750-4270	180.00 Total : 180.00
108001	11/17/2014	889534 RAMIREZ, FRANCISCO	10/18/14 - 10/31/14		HDM DRIVER 115-422-3752-4390 115-422-3752-4270	52.00 180.00 Total : 232.00
108002	11/17/2014	889535 GOMEZ, GILBERT	10/18/14 - 10/31/14		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	144.00 45.76 Total : 189.76
108003	11/17/2014	889602 RESPOND SYSTEMS	97018		SHARPS BIOHAZARD CONTAINERS & C 072-360-0000-4310	266.83 Total : 266.83
108004	11/17/2014	889676 CRANE, DENNIS	43-2680-06		WATER ACCT REFUND - 1803 FIRST 070-2010	126.08 Total : 126.08
108005	11/17/2014	889680 JIMENEZ LOPEZ, JUAN MANUEL	OCT 2014		MARIACHI MASTER APPRENTICE PRO 112-424-3654-4260	300.00 Total : 300.00
108006	11/17/2014	889681 VILLALPANDO, MARIA	10/18/14 - 10/31/14		FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270	202.50 40.50 Total : 243.00
108007	11/17/2014	889834 LESLIE'S SWIMMING POOL SUPPLIE	864-10468		POOL CHEMICALS 001-430-0000-4300	100.54 Total : 100.54
108008	11/17/2014	890095 O'REILLY AUTO PARTS	4605-121477		OIL FILTERS, LIGHT BULBS & SILICONE	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108008	11/17/2014	890095 O'REILLY AUTO PARTS	(Continued)			
			4605-121566		001-1215 VALVE STEMS - PK8864	126.91
			4605-121672		001-320-0225-4400 FLASHER - PW2487	5.45
			4605-121756		001-320-0311-4400 RADITOR	21.89
			4605-122188		001-320-0225-4400 BATTERY, BRAKE & CARB CLEANER	176.39
			4605-122195		001-1215 BATTERY - PD4993	210.77
			4605-122196		001-320-0225-4400 BATTERY RETURNED	182.85
			4605-122316		001-1215 BATTERY CABLE	-132.32
			4605-122319		001-320-0390-4400 TRAILER JACK	16.40
			4605-122818		070-383-0000-4400 AIR & OIL FILTERS - PK0083	43.79
					001-320-0390-4400	20.74
					Total :	672.87
108009	11/17/2014	890251 ALDERMAN & HILGERS, LLP	1760		LEGAL SERVICES 006-190-0000-4800	1,728.00
					Total :	1,728.00
108010	11/17/2014	890362 RTB BUS LINE	14261		TRANSPORTATION SERVICES TO GOL 007-440-0443-4260	750.00
					Total :	750.00
108011	11/17/2014	890401 ENVIROGEN TECHNOLOGIES INC	0006234-IN	11126	FY14-15 NITRATE REMOVAL SYSTEM - 070-384-0000-4500	7,116.44
					Total :	7,116.44
108012	11/17/2014	890543 MUNISERVICES, LLC	0000035224		CAFR REPORT 001-130-0000-4270	975.00
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Bank code :		bank				
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108012	11/17/2014	890543 MUNISERVICES, LLC	(Continued)			<b>Total : 975.00</b>
108013	11/17/2014	890553 SMART SOURCE OF CALIFORNIA LLC	1338207		BLUE & GREEN UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	1,876.46 1,876.45 <b>Total : 3,752.91</b>
108014	11/17/2014	890584 POWERLINE BATTERY SPECIALIST	8718		REPLACE BATTERY - PD4994 001-320-0225-4400 001-320-0000-4320	228.85 102.26 <b>Total : 331.11</b>
108015	11/17/2014	890817 THE WALKING MAN, INC.	E5696		FLYER DISTRIBUTION - 2 FLYERS RCS 017-420-1399-4260 017-420-1328-4260 017-420-1326-4260 001-420-0000-4260	300.00 300.00 200.00 125.00
			E5748		FLYER DISTRIBUTION - GET FIT THIS F 017-420-1337-4260 001-420-0000-4260	300.00 385.00 <b>Total : 1,610.00</b>
108016	11/17/2014	890879 EUROFINS EATON ANALYTICAL, INC	L0160083-B		WATER ANALYSIS FOLDERS 070-384-0000-4260	91.40
			L0188198		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0188641		WATER ANALYSIS FOLDERS 070-384-0000-4260	900.00
			L0188642		WATER ANALYSIS FOLDERS 070-384-0000-4260	175.00
			L0188654		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0189125		WATER ANALYSIS FOLDERS 070-384-0000-4260	225.00
			L0189149		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0189150		WATER ANALYSIS FOLDERS	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108016	11/17/2014	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0189659		070-384-0000-4260 WATER ANALYSIS FOLDERS	24.00
			L0189660		070-384-0000-4260 WATER ANALYSIS FOLDERS	139.60
					070-384-0000-4260	139.60
					<b>Total : 2,113.40</b>	
108017	11/17/2014	890897 EVAN BROOKS ASSOCIATES, INC	14010-13	11097	CONTRACT PLANNER SERVICES 001-150-0000-4270	6,075.00
					<b>Total : 6,075.00</b>	
108018	11/17/2014	890970 WEX BANK	38601295		FULE FOR FLEET 001-320-0152-4402 001-320-0221-4402 001-320-0222-4402 001-320-0224-4402 001-320-0225-4402 001-320-0226-4402 001-320-0311-4402 001-320-0320-4402 001-320-0312-4402 001-320-0346-4402 001-320-0370-4402 001-320-0371-4402 001-320-0390-4402 001-320-0420-4402 007-313-3630-4402 027-344-0000-4402 029-335-0000-4402 070-381-0000-4402 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402 072-360-0000-4402	638.56 155.36 177.88 1,191.01 5,272.36 2.00 1,095.36 213.65 41.33 157.96 500.01 431.31 1,186.24 4.00 2,353.98 159.92 293.46 46.98 126.96 846.83 488.31 467.58
					<b>Total : 15,851.05</b>	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108019	11/17/2014	890975 NATIONWIDE SPORTS	574		TROPHIES 017-420-1328-4300	1,907.50 <b>Total : 1,907.50</b>
108020	11/17/2014	890981 FAJARDO, JOEL	TRAVEL		2014 LGBT LEADERS CONFERENCE OI 001-101-0103-4370	333.91 <b>Total : 333.91</b>
108021	11/17/2014	890982 GONZALES, ROBERT C.	TRAVEL		2015 INDEPENDENT CITIES ASSOC. WI 001-101-0111-4370	100.72 <b>Total : 100.72</b>
108022	11/17/2014	891082 ATKINSON-BAKER INC	A700B63AA		COURT REPORT TRANSCRIPT SERVIC 006-190-0000-4800	538.75 <b>Total : 538.75</b>
108023	11/17/2014	891121 RIVERA, NICOLE	OCT 2014		MMAP MENTOR/INSTRUCTOR 004-2359	120.00 <b>Total : 120.00</b>
108024	11/17/2014	891125 TMC SHOOTING RANGE SPECIALIST	1148	11121	SHOOTING RANGE UPGRADE 001-222-0000-4320	24,869.90 <b>Total : 24,869.90</b>
108025	11/17/2014	891134 BECERRA, ADRIANA	08/19/14 - 09/17/14 09/18/14 - 10/16/14		BODY SCULPTING, PILATES & CYCLIN 017-420-1337-4260 BODY SCULPTING, PILATES & CYCLIN 017-420-1337-4260	45.00 75.00 <b>Total : 120.00</b>
108026	11/17/2014	891141 OLIVAREZ MADRUGA, P.C.	12390		LEGAL SERVICES 070-110-0000-4270 073-110-0000-4270 001-110-0000-4270	280.00 1,820.00 12,410.34 <b>Total : 14,510.34</b>
108027	11/17/2014	891188 LIBRARY BISTRO	12055		ERGONOMICS TRAINING 001-106-0000-4360	23.74
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108027	11/17/2014	891188 891188 LIBRARY BISTRO	(Continued)			<b>Total : 23.74</b>
108028	11/17/2014	891209 AUTONATION SSC	196401 196404		BRAKE PADS FOR BLACK & WHITE 001-1215 BRAKE PADS FOR PD FLEET 001-1215	1,098.44 163.40 <b>Total : 1,261.84</b>
108029	11/17/2014	891253 SAN FERNANDO SMOG TEST ONLY	2532		SMOG TEST - 4KXV279 001-320-0000-4450	50.00 <b>Total : 50.00</b>
108030	11/17/2014	891270 SARGSYAN, NAREH	09/18/14 - 10/16/14		PILATES INSTRUCTOR 017-420-1337-4260	40.00 <b>Total : 40.00</b>
108031	11/17/2014	891305 EATON CORPORATION	408813515	11130	UPS POWER SUPPLY 001-190-0000-4500	925.28 <b>Total : 925.28</b>
108032	11/17/2014	891307 GREENFIX AMERICA, LLC	4744		STAINLESS STEEL HOSE FOR COMPRI 001-320-3661-4400	1,456.54 <b>Total : 1,456.54</b>
108033	11/17/2014	891311 TORRES, RITA	10/18/14 - 10/31/14		ENP SUBSTITUTE 115-422-3752-4270 115-422-3750-4270	13.50 94.50 <b>Total : 108.00</b>
108034	11/17/2014	891341 TOVAR, DORAA	2000800183		FACILITY RENTAL REFUND 001-3777-0000	298.00 <b>Total : 298.00</b>
108035	11/17/2014	891343 LA NEWS GROUP CIRCULATION	132902006		ONE YEAR SUBSCRIPTION 001-225-0000-4350	52.00 <b>Total : 52.00</b>
108036	11/17/2014	891377 REYES, JOSE	10/18/14 - 10/31/14		HDM DRIVER	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108036	11/17/2014	891377 REYES, JOSE	(Continued)		115-422-3752-4270 115-422-3752-4390	36.00 11.44
					Total :	47.44
108037	11/17/2014	891390 COMFORT INN UNIVERSITY	TRAVEL		POST BACKGROUND INVESTIGATOR T 001-222-0000-4360	311.88
					Total :	311.88
108038	11/17/2014	891433 HENSON, JOE	62-3422-01		WATER ACCT REFUND - 508 N HUNTIN 070-2010	321.00
					Total :	321.00
108039	11/17/2014	891460 CISNEROS, RAMIRO	39-3557-00		WATER ACCT REFUND - 815 KALISHER 070-2010	43.88
					Total :	43.88
108040	11/17/2014	891531 WILLDAN ENGINEERING	00318233	11106	ENHANCED WATERSHED MANAGEMEN 001-310-0000-4270	2,400.00
					Total :	2,400.00
108041	11/17/2014	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 001-190-0000-4220	50.95
					Total :	50.95
108042	11/17/2014	891542 MR "B" PRINTING INC.	29207		2-SIDED BLACK FLYERS 017-420-1337-4260	206.20
					Total :	206.20
108043	11/17/2014	891622 FARMER BROTHERS	60243138		COFFEE 001-222-0000-4300	442.76
					Total :	442.76
108044	11/17/2014	891679 TORRES, JENNIE	35-1965-00		WATER ACCT REFUND - 1427 CELIS 070-2010	112.65
					Total :	112.65
108045	11/17/2014	891680 VERGARA, GLICERIO	1027241.004		LIFEGUARD TRAINING REFUND	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108045	11/17/2014	891680 VERGARA, GLICERIO	(Continued)		001-3770-1338	100.00
					Total :	100.00
108046	11/17/2014	891681 WALSH, YURI	1027219.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108047	11/17/2014	891682 PIANA, ANTHONY	1027262.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108048	11/17/2014	891683 PENA, ASHLEY	1027242.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108049	11/17/2014	891684 OCHOA, JAMES	1027271.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108050	11/17/2014	891685 LARUE, JONATHAN	1027266.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108051	11/17/2014	891686 WEST, CHRISTIAN	1027244.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108052	11/17/2014	891687 VANMALI, SHAYLAN	1027254.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108053	11/17/2014	891688 YORTISS, JOANNA	1027220.004		LIFEGUARD TRAINING REFUND 001-3770-1338	100.00
					Total :	100.00
108054	11/17/2014	891689 SHAPIRO, JASON	309		SOUND ENHANCEMENT FOR MARIAC 001-424-0000-4260	360.00
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Bank code :		bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
108054	11/17/2014	891689 891689 SHAPIRO, JASON	(Continued)			Total :	360.00		
108055	11/17/2014	891690 AGUIRRE, ELVIA N.	110114		FACE PAINTING 001-424-0000-4260		100.00		
						Total :	100.00		
108056	11/17/2014	891692 LAWRENCE, LORNE	39-1375-07		WATER ACCT REFUND - 1329 KEWEN 070-2010		52.58		
						Total :	52.58		
108057	11/17/2014	891693 RESTAURANT & BAKERY EL GUERO	62-0350-09		WATER ACCT REFUND - 527 N MACLAY 070-2010		50.40		
						Total :	50.40		
108058	11/17/2014	891694 PADILLA, JULISSA	39-1705-12		WATER ACCT REFUND - 1207 KEWEN ( 070-2010		16.79		
						Total :	16.79		
108059	11/17/2014	891695 ZARATE, ALIDA	54-0471-02		WATER ACCT REFUND - 927 GLENOAK 070-2010		2.92		
						Total :	2.92		
108060	11/17/2014	891696 CASTILLO, BERTHA	35-0211-13		WATER ACCT REFUND - 1333 HOLLIST 070-2010		44.48		
						Total :	44.48		
108061	11/17/2014	891697 GARCIA, MARIA	52-3742-01		WATER ACCT REFUND - 829 N WORKM 070-2010		108.52		
						Total :	108.52		
108062	11/17/2014	891698 ASCENCIO, GERARDO	52-1470-02		WATER ACCT REFUND - 1914 PHILLIPP 070-2010		92.52		
						Total :	92.52		
137 Vouchers for bank code :		bank					Bank total :	545,766.03	
137 Vouchers in this report							Total vouchers :	545,766.03	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107733	10/23/2014	103648 CITY OF SAN FERNANDO	(Continued)			
					018-1003	93,557.25
					027-1003	2,987.83
					029-1003	2,263.10
					070-1003	39,874.17
					072-1003	13,334.59
					101-1003	710.19
					103-1003	4,818.30
					104-1003	5,029.46
					<b>Total :</b>	<b>501,151.87</b>
<b>14</b>	<b>Vouchers for bank code :</b>	<b>bank</b>			<b>Bank total :</b>	<b>1,184,009.80</b>
<b>14</b>	<b>Vouchers in this report</b>				<b>Total vouchers :</b>	<b>1,184,009.80</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107544	10/10/2014	100916 DEIBEL, PAUL	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 <b>29.15</b>
107545	10/10/2014	101466 HARVEY, DEVERY MICHAEL	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	285.23 <b>285.23</b>
107546	10/10/2014	101926 LILES, RICHARD	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127 072-180-0000-4127	236.49 236.49 <b>472.98</b>
107547	10/10/2014	102126 MARTINEZ, MIGUEL	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	186.88 <b>186.88</b>
107548	10/10/2014	102473 ORDELHEIDE, ROBERT	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	402.16 <b>402.16</b>
107549	10/10/2014	102864 RIVETTI, DOMINICK	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	180.88 <b>180.88</b>
107550	10/10/2014	891013 BRUNWIN, HERBERT	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 <b>29.15</b>
107551	10/10/2014	891021 GUIZA, JENNIE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 <b>29.15</b>
107552	10/10/2014	891027 LOCKETT, JOANN	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 <b>29.15</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107553	10/10/2014	891028 MANTHEY, DONALD	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	183.83 <b>183.83</b>
107554	10/10/2014	891031 ORTEGA, JIMMIE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 <b>58.30</b>
107555	10/10/2014	891032 OTREMBA, EUGENE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	40.26 <b>40.26</b>
107556	10/10/2014	891033 POLLOCK, CHRISTINE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	34.81 <b>34.81</b>
107557	10/10/2014	891351 GARCIA, DEBRA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	274.26 <b>274.26</b>
107558	10/10/2014	891352 HADEN, SUSANNA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	143.76 <b>143.76</b>
107559	10/10/2014	891353 PEAVY, JOSEPH	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	186.88 <b>186.88</b>
107560	10/10/2014	891354 RAMIREZ, ROSALINDA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	71.88 <b>71.88</b>
17 Vouchers for bank code : bank						<b>Bank total : 2,638.71</b>
17 Vouchers in this report						<b>Total vouchers : 2,638.71</b>

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Voucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank

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

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**HANDWRITTEN CHECKS**

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Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107516	10/10/2014	100306 BARNARD, LARRY	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	42.58 42.58
107517	10/10/2014	100642 CASTRO, RICO	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	402.16 402.16
107518	10/10/2014	100913 DECKER, CATHERINE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	58.30 58.30
107519	10/10/2014	100995 DRAKE, MICHAEL	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127 072-180-0000-4127	14.57 14.58 29.15
107520	10/10/2014	100996 DRAKE, JOYCE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	266.41 266.41
107521	10/10/2014	101538 HOUGH, RAY	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	295.56 295.56
107522	10/10/2014	101933 LITTLEFIELD, LESLEY	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 58.30
107523	10/10/2014	102206 MILLER, WILMA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15
107524	10/10/2014	102232 MIURA, HOWARD	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15

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Voucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107525	10/10/2014	103175 SKOBIN, ROMELIA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	246.18 246.18
107526	10/10/2014	103394 TORRES, RACHEL	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15
107527	10/10/2014	103643 WEDDING, JERRY	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 58.30
107528	10/10/2014	103727 WYSBEEK, DOUDE	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15
107529	10/10/2014	103737 YNIGUEZ, LEONARD	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	183.83 183.83
107530	10/10/2014	889063 AGORICHAS, JOHN	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	9.02 9.02
107531	10/10/2014	891010 MAERTZ, ALVIN	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	399.43 399.43
107532	10/10/2014	891011 APODACA-GRASS, ROBERTA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 58.30
107533	10/10/2014	891014 CREEKMORE, CASIMIRA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 29.15
107534	10/10/2014	891016 DEATON, MARK	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 070-180-0000-4127	472.98

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

Page: 3

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107534	10/10/2014	891016 891016 DEATON, MARK	(Continued)			<b>Total : 472.98</b>
107535	10/10/2014	891017 ELDRIDGE, WANDA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	29.15 <b>Total : 29.15</b>
107536	10/10/2014	891020 GLASGOW, ROBERT	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	89.77 <b>Total : 89.77</b>
107537	10/10/2014	891023 HATFIELD, JAMES	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	40.26 <b>Total : 40.26</b>
107538	10/10/2014	891024 HOOKER, RAYMOND	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	25.40 <b>Total : 25.40</b>
107539	10/10/2014	891034 RAMSEY, JAMES	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	274.26 <b>Total : 274.26</b>
107540	10/10/2014	891035 SHERWOOD, NINA	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	20.13 <b>Total : 20.13</b>
107541	10/10/2014	891036 WATT, DAVID	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	58.30 <b>Total : 58.30</b>
107542	10/10/2014	891037 WEBB, NANCY	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	137.13 <b>Total : 137.13</b>
107543	10/10/2014	891038 WAITE, CURTIS	OCTOBER 2014		CAL PERS HEALTH INS. REIMB. 001-180-0000-4127	45.53 <b>Total : 45.53</b>

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

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
28		Vouchers for bank code : bank				<b>Bank total : 3,446.18</b>
28		Vouchers in this report				<b>Total vouchers : 3,446.18</b>

Voucher Registers are not final until approved by Council.

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**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 November 3, 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 17<sup>th</sup> day of November, 2014.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at the regular meeting held on the 17<sup>th</sup> day of November, 2014.

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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 17<sup>th</sup> day of November, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Elena G. Chávez, City Clerk



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## AGENDA REPORT

**To:** City Councilmembers

**From:** Mayor Sylvia Ballin

**Date:** November 17, 2014

**Subject:** Consideration to Reappoint City Council Liaison to the Greater Los Angeles County Vector Control District

### RECOMMENDATION:

It is recommended that the City Council reappoint Nina Herrera as City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) for a two-year term (i.e., January 1, 2015 to January 1, 2017).

### BACKGROUND:

1. On December 17, 2012, the City Council appointed Nina Herrera as City Council liaison to the GLACVCD for a period of two years (i.e., January 1, 2013 to January 1, 2015).
2. On October 7, 2014, staff received correspondence (Attachment "A") from the GLACVCD informing the City that Ms. Herrera's term will be expiring and the City Council must either reappoint Ms. Herrera or appoint a new representative to a two- or four-year term prior to January 5, 2015.

### ANALYSIS:

Pursuant to Section 2024 of the State Health and Safety Code (SHSC), representatives must be appointed to serve a full two- or four-year term (commencing at noon on the first Monday in January) and should not be appointed on a yearly basis.

SHSC 2022 (i.e., a-b) requires that each person appointed shall be a voter and resident with the respective county or city of the appointing body.

Representatives are expected to attend GLACVCD board meetings held in Santa Fe Springs (12545 Florence Avenue) on the second Thursday of every month, at 7:00 p.m. and the appointee will receive a stipend of \$100 per meeting (includes travel cost).

**Consideration to Reappoint City Council Liaison to the Greater Los Angeles County Vector Control District**Page 2 of 2

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**BUDGET IMPACT:**

There is not financial impact associated with this item.

**CONCLUSION:**

The new assignment will allow the City to be appropriately represented in this governmental association.

**ATTACHMENT:**

A. GLACVCD correspondence requesting appointment/reappointment prior to January 5, 2015

# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email- [info@glacvcd.org](mailto:info@glacvcd.org) Website: [www.glacvcd.org](http://www.glacvcd.org)

ATTACHMENT "A"

**PRESIDENT***Pedro Aceituno, Bell Gardens***VICE PRESIDENT***Steve Tye, Diamond Bar***SECRETARY-TREASURER***Harold Williams, Carson*

September 30, 2014

**GENERAL MANAGER***Truc Dever*

RECEIVED

OCT 07 2014

ADMINISTRATIVE OFFICE OF  
CITY OF SAN FERNANDO**ARTESIA***Sally Flowers***BELL***Ali Saleh***BELLFLOWER***Ray T. Smith***BURBANK***Dr. Jeff D. Wassem***CERRITOS***Mark W. Bollman***COMMERCE***Tina Baca Del Rio***CUDAHY***Josué Barrios***DOWNEY***Roger C. Brossmer***GARDENA***Rachel C. Johnson***GLENDALE***Armine Perian***HAWAIIAN GARDENS***Barry Bruce***HUNTINGTON PARK***Elba Guerrero***LA HABRA HEIGHTS***Jim Remington***LAKEWOOD***Steve Croft***LA MIRADA***Pauline Deal***LONG BEACH***Robert Campbell***LOS ANGELES CITY***Steven Appleton***LOS ANGELES COUNTY***Martin H. Kreisler***LYNWOOD***Salvador Alatorre***MAYWOOD***Eddie De La Riva***MONTEBELLO***Christina Cortez***NORWALK***Cheri Kelley***PARAMOUNT***Tom Hansen***PICO RIVERA***Bob J. Archuleta***SAN FERNANDO***Nina Herrera***SAN MARINO***Clifton Jenkins***SANTA CLARITA***Robert Newman***SANTA FE SPRINGS***Michael Madrigal***SIGNAL HILL***Dr. Hazel Wallace***SOUTH EL MONTE***Hector Delgado***SOUTH GATE***Maria Davila***WHITTIER***Owen Newcomer*

Mr. Brian Saeki

City Manager

117 Macneil St.

San Fernando, CA 91340

Re: Appointment/Re-appointment of representative of the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Saeki:

This correspondence is to inform you that the term of the office of Trustee Nina Herrera as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 5, 2015. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Nina Herrera or appointing a new trustee for a 2 or 4 year term of the office, commencing at noon on the first Monday of January (i.e. January 5, 2015) **Please note, per the State Health and Safety Code that representatives must be appointed to serve a full 2 or 4 year term commencing on January 5, 2015 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e. a-e). Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2<sup>nd</sup> Thursday of the month. Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 5, 2015 as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Kelly Middleton, Director of Community Affairs at 562-944-9656 ext. 510

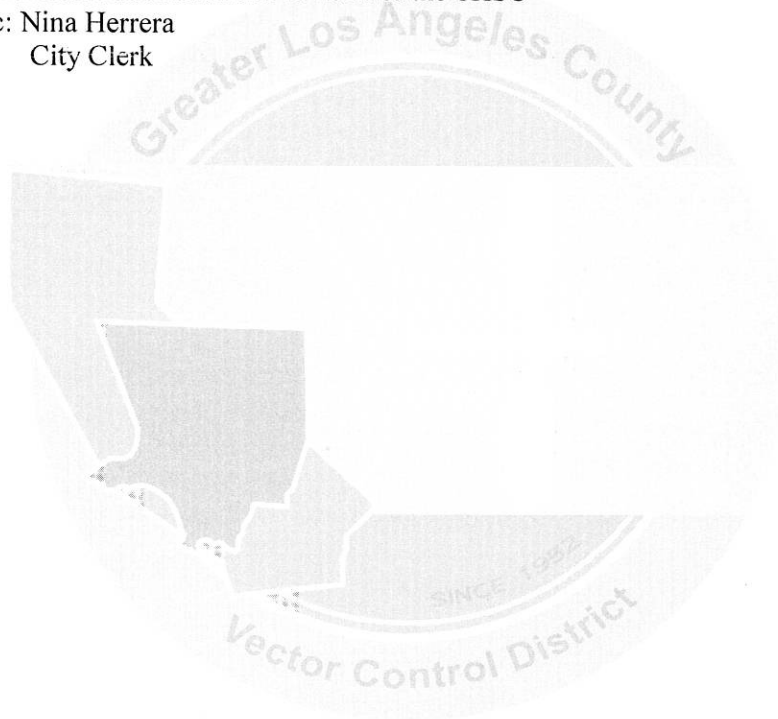
Sincerely,



Truc Dever  
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC

cc: Nina Herrera  
City Clerk



**HEALTH AND SAFETY CODE - HSC****DIVISION 3. PEST ABATEMENT [2000 - 2910]**

*( Heading of Division 3 amended by Stats. 1957, Ch. 205. )*

**CHAPTER 1. Mosquito Abatement and Vector Control Districts [2000 - 2093]**

*( Chapter 1 added by Stats. 2002, Ch. 395, Sec. 6. )*

**ARTICLE 3. Boards of Trustees and Officers [2020 - 2030]**

*( Article 3 added by Stats. 2002, Ch. 395, Sec. 6. )*

**2022.**

- (a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.
- (b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.
- (c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.
- (d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.
- (e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

*(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)*

**2024.**

- (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.
- (b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

*(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)*

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=HSC&sectionNum=2022.](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC&sectionNum=2022)

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 17, 2014

**Subject:** Consideration to Accept the California Department of Housing and Community Development Housing-Related Parks Program Grant to Fund Recreation Park Improvements

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7658 (Attachment "A") to approve the acceptance of the 2013 California Department of Housing and Community Development Housing-Related Parks Program (HRP) Grant in the amount of \$188,050 to fund Recreation Park improvements;
- b. Authorize the City Manager to execute Contract No. 1770 (Attachment "B" - HRP Standard Agreement) in order to receive the funding in the amount of \$188,050 to fund Recreation Park Improvements; and
- c. Adopt Resolution No. 7659 (Attachment "C") to increase the revenue and expenditures of Fiscal Year (FY) 2014-2015 Fund 019 budget by \$14,327.

### BACKGROUND:

1. On October 2, 2013, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for the 2013 funding round of the Housing-Related Parks (HRP) Program.
2. On December 17, 2013, HCD notified City planning staff that the City's 2013-2021 Housing Element update met the threshold requirements of the HRP Program, which rewards local governments for approving housing affordable to low income households. The HRP grant funds are Proposition 1C funds that can be used to fund park-related capital asset projects. HCD also informed City planning staff that applications for the HRP Program were due on January 22, 2014.

Consideration to Accept the California Department of Housing and Community Development Housing-Related Parks Program Grant to Fund Recreation Park Improvements

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3. On January 9, 2014, City staff met with Evan Brooks Associates, Inc., a consultant firm that has previously assisted the City in successful grant applications, in regards to the possibility of submitting an application to the NOFA for the HRP Program.
4. On January 17, 2014, City staff identified projects at Recreation Park to be prioritized for rehabilitation.
5. On January 21, 2014, Evan Brooks Associates, Inc. submitted a Grant Application to the NOFA for the HRP Program.
6. On February 3, 2014, the City Council approved Resolution No. 7585 authorizing the submittal of an application to the HRP Program Grant to fund Recreation Park Improvements in the amount of \$176,550.
7. On October 20, 2014, the HRP Program notified the City of San Fernando that it had been awarded the HRP Program Grant for the amount of \$188,050. This amount exceeded the estimated amount expected of \$176,550.

**ANALYSIS:**

Housing-Related Parks (HRP) Program

The HRP Program is administered by the California Department of Housing and Community Development. The purpose of the HRP Program is to increase the overall supply of housing affordable to lower income households by providing financial incentives to cities and counties with documented housing starts for newly constructed units affordable to very low or low-income households. The HRP Program provides assistance to cities and counties by offering grants for creation of new parks or rehabilitation or improvements to existing parks. Eligible public entities must, by the date set forth in the applicable NOFA, have adopted housing elements that HCD has found to be in substantial compliance with State Housing Element Law, and have submitted to HCD the annual progress reports required by Section 65400 of the Government Code.

Grant amounts are based on the numbers of bedrooms in newly constructed rental and ownership units restricted for very low and low-income households for which building permits have been issued during the designated program year covered by the Notice of Funding Availability. In this particular instance, the NOFA eligible period for qualifying low income units issued City building permits was between January 1, 2010 through June 30, 2013.

Units substantially rehabilitated, converted from market rate to affordable, and preserved with certificates of occupancy issued during the designated program year are also eligible to receive

Consideration to Accept the California Department of Housing and Community Development Housing-Related Parks Program Grant to Fund Recreation Park Improvements

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funding, provided they meet the requirements of paragraph (2) of subdivision (c) of Section 65583.1 of the Government Code.

Qualifying rental units must be rent-restricted for at least 55 years. Ownership units must be initially sold to qualifying households at an affordable cost. Any public funds used to achieve affordability in ownership units must be recovered on resale and reused for affordable housing for at least 20 years. Grants for very low income units will be greater than grants for low-income units.

#### Notice of Funding Availability

As previously noted in this report, the Notice of Funding Availability (NOFA) for the 2013 funding round of the Housing-Related Parks (HRP) Program was issued in October of 2013. The HRP Program is an innovative program designed to reward local governments that approve housing for lower-income households and are in compliance with State Housing Element Law with grant funds to create or rehabilitate parks. A total of \$25 million is available for the 2013 funding round.

The 2013 NOFA will award HRP Program funds to eligible jurisdictions on a per-bedroom basis for each residential unit affordable to very low- and low-income households permitted during the Designated Program Year (DPY) as defined below. In addition, units substantially rehabilitated, converted from market rate to affordable, and preserved with certificates of occupancy issued during the DPY are also eligible to receive funding provided they meet the requirements of paragraph (2) of subdivision (c) of Section 65583.1 of the Government Code.

The Designated Program Year for the 2013 funding round NOFA includes all eligible units affordable to lower-income households permitted during the designated time period of January 1, 2010 to June 30, 2013 (DPY 2013).

#### Proposed Project

City staff submitted the grant application for Recreation Park because it met all of the NOFA eligibility threshold requirements (Attachment "D"). In addition, the projects listed below were selected based on priorities recommended by City staff and adopted by the Parks, Wellness, and Recreation Commission.

Project Name: City of San Fernando Recreation Park	
<i>Sub-project</i>	<i>Estimated Costs</i>
AC Units upgrade/replacement	\$110,000
Upgrade doors for new ADA requirements	\$25,000
Outdoor recreational equipment	\$67,377
Total Project Budget	\$202,377

Consideration to Accept the California Department of Housing and Community Development Housing-Related Parks Program Grant to Fund Recreation Park Improvements

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Funding Sources

<i>Funding Source</i>	<i>Dollar Amount</i>
HRP Program Grant Funds	\$188,050
Quimby Act Funds (Fund 19)	\$14,327
Total Funding Amount	\$202,377

**BUDGET IMPACT:**

There will be no impact to the FY 2014-2015 General Fund as it relates acceptance of the \$188,050 of the HRP Grant. The proposed use of \$14,327 in Quimby Act Funds (Fund 019) is to fund the remaining gap (and grant match) to complete the proposed capital improvements at Recreation Park.

**CONCLUSION:**

It is recommended that the City Council approve to accept the California Department of Housing and Community Development Housing-Related Parks Program (HRP) in the amount of \$188,050; authorize the City Manager to execute the HRP Standard Agreement; and approve the use of Quimby Funds (Fund 019) to fund the grant match and to help improve/repair needed facilities at Recreation Park.

**ATTACHMENTS:**

- A. Resolution No. 7658
- B. Contract No. 1770
- C. Resolution No. 7659
- D. HPR Grant Application

**ATTACHMENT "A"****RESOLUTION NO. 7658****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA AUTHORIZING EXECUTION  
OF STATE STANDARD AGREEMENT FOR HOUSING RELATED  
PARKS PROGRAM GRANT**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

**WHEREAS**, by City Council Resolution No. 7585, the City of San Fernando (Applicant) was authorized to apply for a HRP Program Grant and submitted the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

**WHEREAS**, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

**WHEREAS**, the Department awarded Applicant an HRP Program Grant in the amount of \$ 188,050.

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

**SECTION 1.** Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$188,050, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

**SECTION 2.** Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in **Exhibit "A"** of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

**SECTION 3.** That the City Council has authorized the City Manager or his designee to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of November, 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 17<sup>th</sup> day of November, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY**CONTRACT NO. 1770**  
EDMUND G. BROWN JR., Governor**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 330, 95833  
P. O. Box 952050, Sacramento, CA 94252-2050  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)

**OCT 20 2014**

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

Dear Mr. Ramirez:

**Re: Housing-Related Parks Program  
Contract No. 14-HRPP-9683**

Attached is an electronic copy of the State's Housing-Related Parks (HRP) Program Standard Agreement which includes the following:

- Standard Agreement (Std. 213)
- Exhibit A – Authority, Purpose, and Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – State of California General Terms and Conditions (Incorporated by reference)
- Exhibit D – HRP Program General Terms and Conditions
- Exhibit E – HRP Program Special Terms and Conditions

To ensure efficient processing of the Standard Agreement, please do the following:

1. Review the Standard Agreement thoroughly and if necessary discuss the requirements with your legal and financial advisors;
2. Print five (5) copies of the Standard Agreement, Std. 213 cover page.
3. Ensure all copies of the Standard Agreement are signed by the appropriate authorized official as designated in the resolution. Please be sure to include the printed name, title and date signed. If a signed resolution was not submitted with the HRP Program Application, please return a certified copy of the resolution along with the signed Standard Agreement copies.
4. Return the five (5) copies of the Standard Agreement along with a certified copy of the resolution, if needed; no later than 30 days from the date of this letter to:

Department of Housing and Community Development  
Business and Contract Services Branch  
P.O. Box 952050  
Sacramento, CA 94252-2050

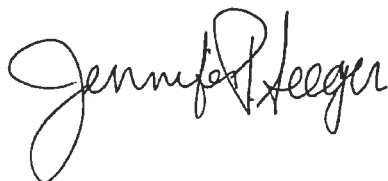
City of San Fernando  
14-HRPP-9683  
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Standard Agreements not returned within the required 30-day period may be subject to cancellation by the Department.

Maintain the electronic version of the Standard Agreement (Std. 213 and Exhibits A through D) in your pending file. Upon receipt of the five (5) original, signed Standard Agreement cover pages, HCD will complete the approval process and send you an electronic copy of the completed, fully executed, original Standard Agreement along with an originally signed copy sent by U.S. Mail.

Please contact Lindy Suggs, your HRP Program representative, at [lindy.suggs@hcd.ca.gov](mailto:lindy.suggs@hcd.ca.gov) or (916) 263-7433 if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

A handwritten signature in black ink, reading "Jennifer P. Seeger". The signature is fluid and cursive, with the first name "Jennifer" being larger and more prominent than the last name "Seeger".

Jennifer P. Seeger  
HRP Program Manager

cc: Federico Ramirez, Community Development Director



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**14-HRPP-9683**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

CONTRACTOR'S NAME

**City of San Fernando**

2. The term of this Agreement is:

**Upon HCD Approval through 06/30/2016**

3. The maximum amount of this Agreement is:

**\$188,050.00**

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 - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

**TOTAL NUMBER OF PAGES ATTACHED:**

**7 pages**

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 <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

**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

**Department of Housing and Community Development**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Cathy Parr, Contracts Manager, Business & Contract Services Branch**

ADDRESS

**2020 W. El Camino Ave, Sacramento, CA 95833**

**California Department of  
 General Service  
 Use Only**

☒ Exempt per: SCM 4.04.A.3 (DGS  
 Memo dated 6/12/81)

**EXHIBIT A****AUTHORITY, PURPOSE AND SCOPE OF WORK****Housing-Related Parks (HRP) Program Grant****1. Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

**2. Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

**3. Scope of Work**

Improvements to San Fernando Recreation Park.

City of San Fernando

14-HRPP-9683

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**EXHIBIT A****Grant Timelines**

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

**4. Grant Amount**

The total amount of this Grant is \$ 188,050.00.

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****HRP Program Grant****1. Allowable Uses of Grant Funds**

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

**2. Performance**

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**3. Fiscal Administration**

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

City of San Fernando

14-HRPP-9683

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**EXHIBIT B**

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development  
Accounting Division  
2020 W. El Camino Ave.  
P.O. Box 952050  
Sacramento, California 94252-2050

**EXHIBIT D****HRP PROGRAM GENERAL TERMS AND CONDITIONS****HRP Program Grant****1. Report Requirements**

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31<sup>st</sup> of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

**2. State Contract Coordinator**

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development  
Division of Housing Policy Development  
2020 W. El Camino Ave, P.O. Box 95250  
Sacramento, California 94252-2050  
Attention: HRP Program Manager

**3. Audit/Retention and Inspection of Records**

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

**EXHIBIT D**

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

**4. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

**5. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

City of San Fernando

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Page 1 of 1

**EXHIBIT E****HRP PROGRAM SPECIAL TERMS AND CONDITIONS****HRP Program Grant**

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.

HRP Program Grant – Round 3

NOFA Date: 10/02/13

Rev. Date: 8/15/14

Prep Date:



**ATTACHMENT "C"****RESOLUTION NO. 7659****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, ACCEPTING THE  
CALIFORNIA DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT HOUSING-RELATED  
PARKS PROGRAM GRANT FOR THE FISCAL YEAR 2014-  
2015**

**WHEREAS**, the City Council has received and considered the proposed California Department of Housing and Community Development Housing Related Parks Program (HRP) Grant of \$188,050 for the Fiscal Year 2015, commencing July 1, 2014, and ending June 30, 2015; and

**WHEREAS**, the City Council has determined that the HRP Grant Funding will ensure the completion the proposed capital improvements at Recreation Park; and

**WHEREAS**, the City Council has determined that monies from Grant Fund 019 (Quimby) will be required to match HRP Grant Match requirements; and

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

**WHEREAS**, the City Council has determined that it will be necessary to amend the Quimby Fund of \$14,327 to the 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 2015:

Fund 019:  
Increase in Expenditures:                      \$14,327

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of November, 2014.

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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 17<sup>th</sup> day of November, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

## ATTACHMENT "D"



# Department of Housing and Community Development

## HOUSING-RELATED PARKS PROGRAM

### Grant Application

### 2013 Designated Program Year NOFA

#### Applicant Information

Applicant:	City of San Fernando		
Mailing Address:	117 Macneil Street		
City:	San Fernando		
State:	California	Zip Code:	91340
County:	Los Angeles		
Website:	www.sfcity.org		
Authorized Representative Name:	Federico Ramirez		
Authorized Representative Title:	Interim City Manager		
Phone:	(818) 898-1200	Fax:	(818) 361-7631
Email:	framirez@sfcity.org		
Contact Person Name:	Edgar Arroyo		
Contact Person Title:	Assistant Planner		
Phone:	(818) 837-1540	Fax:	(818) 898-7329
Email:	earroyo@sfcity.org		

#### Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the HRP Program, the City of San Fernando assumes the responsibilities specified in the HRP Program Notice of Funding Availability and Program Guidelines and certifies that the information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Federico Ramirez

Date: \_\_\_\_\_

January 21, 2014

Title: \_\_\_\_\_

Interim City Manager

Updated 12/10/2013

## Legislative Information

Please list all representatives for the City/County. Attach additional sheets if necessary.  
Legislative information is available at <http://www.leginfo.ca.gov>.

Applicant: City of San Fernando

	District	Legislator Name
Federal Congressional District:	30	Congressman Brad Sherman
State Assembly District:	39	Raul Bocanegra
State Senate District:	20	Alex Padilla

## Eligibility Threshold Requirements

Applicant: City of San Fernando

### 1. HOUSING ELEMENT COMPLIANCE

Does the applicant have an adopted housing element which has been found to be in substantial compliance with Housing Element Law pursuant to Government Code Section 65585 which was ☒ submitted to the Department by the issuance date ☐ the NOFA?

YES

Date of HCD Review Letter: June 12, 2009

NO

### 2. ELIGIBLE UNITS

Did the applicant issue building permits or certificates of occupancy for Eligible Units during the Designated Program Year 2013 which meet the affordability requirements for extremely low-, very low- or low-income households?

2010

2011

2012

2013

### 3. ANNUAL PROGRESS REPORT SUBMITTAL

Has the applicant submitted to the Department the Annual Progress Report (APR) for the applicable calendar years, pursuant to Government Code Section 65400, on the jurisdiction's progress in implementing the housing element prior to January 22, 2014?

*For example: applicants must submit the 2009 APR in order to be eligible to receive funding for Eligible Units from 2010. To receive funding for 2011 Eligible Units, the 2010 APR must be submitted to the Department. If applying for funds based on Eligible Units from both 2010 and 2011, the CY 2009 and 2010 APRs must be submitted. Please refer to the chart below:*

☒  
☒

☒

Eligible Units from:	APR	Date Submitted
January 1- December 31, 2010	2009 CY Report	12/20/2010
January 1- December 31, 2011	2010 CY Report	12/20/2010
January 1- December 31, 2012	2011 CY Report	2/1/2013
January 1- June 30, 2013	2012 CY Report <input type="checkbox"/>	3/29/2013

### 4. MINIMUM GRANT AMOUNT

Does the applicant meet the minimum grant amount of \$75,000, including any bonus awards, based on Eligible Units from the 2013 Designated Program Year?

YES

NO

**Note: If the applicant has answered NO to any of the questions above, the application will not be reviewed further and the applicant is ineligible for funding.**

## Park and Recreation Facility (Park Project) Description

Applicant:	City of San Fernando		
Park Project Name:	San Fernando Recreation Park		
Park Project Location (include address, if known, or otherwise indicate nearest intersection):			
208 Park Avenue			
Park Project Census Tract: <small>(please use 11-digit census tract number as detailed in instructions)</small>	66-140-320201		
Senate & Assembly District for Park Project Location:	Senate District:	20	
	Assembly District:	39	
Park Project Summary:			
Upgrade/Replace existing 25 year old air conditioning system to a high energy efficiency system. The replacement system will provide a constant climate appropriate for senior and youth programs. The project will help to reduce utility costs. ADA upgrades to Recreation Building and Outdoor Recreation Equipment as well as new upgraded rubberized flooring around outdoor equipment.			
Will the Park Project be in support of any Infill developments, as described in Section 106(F)? * If so, please name at least one development and indicate the development status (indicate N/A if not applicable) <b>OR</b> Does the jurisdiction's adopted General Plan conform to the region's adopted Regional Blueprint Plan? If so, please complete the Regional Blueprint Bonus Coversheet (next tab) and attach supporting documentation as required.			
<input type="checkbox"/> Infill-Supporting <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES		<b>OR</b>	<input type="checkbox"/> Regional Blueprint <input type="checkbox"/> NO <input type="checkbox"/> YES
If claiming Infill-Supporting, provide name/address of at least one infill development and status:			
Will the Park be located within a Disadvantaged Community, as described in Section 106(D)? * Please note: to receive bonus funds the application must include supporting documentation.			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Will the Park be located within a Park-Deficient Community, as described in Section 106(E)? * Please note: to receive bonus funds the application must include supporting documentation.			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

Project Cost Breakdown and Other Funding Sources				
Project Cost				
Subproject	Estimated Cost		Subproject	Estimated Cost
AC Upgrade/Replacement	\$110,000.00			
Recreation Building and Outdoor	\$80,000.00			
<b>Total Project Cost:</b>				<b>\$190,000.00</b>

Other Funding Sources				
Name of Source	Dollar Amount		Name of Source	Dollar Amount
City Park Development Funds	\$13,450.00			
<b>Total Other Funds</b>				<b>\$13,450.00</b>

\* Applicable Bonus Funds as detailed in Section 106 of the Program Guidelines  
 2013 DPY Housing-Related Parks Program Application

## Regional Blueprint Conformance

Applicant: City of San Fernando

The applicant must demonstrate that it has conformed applicable sections of its adopted General Plan, including the land use and open space elements, to the land use provisions of the applicable adopted Regional Blueprint Plan. The documentation must include ALL of the following, in a manner specific to the grant application for the proposed park improvements:

- ☐ Copies of relevant text, diagrams, or maps from both the General Plan and Regional Blueprint Plan;
- ☐ A resolution from the elected body of the applicant jurisdiction describing the basis of conformity between the two plans; and
- ☐ A letter or resolution from the Council of Governments (COG) having jurisdiction over the Regional Blueprint Plan attesting to the conformity of the general plan with the adopted Regional Blueprint Plan.

## Comprehensive Unit Listing

Applicant: City of San Fernando

Please provide a listing, by unique project identifier used in the Housing Project Cover Sheet, of all units contained in this application. The Department will use this listing in both reviewing the application to determine eligibility of each project and calculating the final grant award amount. There should be a separate line entry for each of the Housing Project Cover Sheets included in the application. Please list the projects in the same order as they appear in the application to facilitate the application review process.

*\*\*If necessary, please add additional rows to accommodate all eligible projects but be sure to copy formatting to carry forward associated formulas\*\**

Project Cover Sheet #	Project Name/Identifier from Housing Project Cover Sheet	Unit Count							Base Award Amount	Bonus Awards						TOTAL  Total Award Amount
		A	B	C	D	E	F	G		New Construction Units?	Infill Units?	Infill-Supporting/Regional Blueprint?	Park-Deficient Community?	Disadvantaged Community?	Total Bonus Funds	
	SAMPLE PROJECT	1	24	30	3	50	31	84	\$56,000	No	No	Yes	No	No	\$8,400	\$64,400
1	Mid Celis Apartments		30	31		30	31	61	\$38,000	Yes	Yes	Yes	Yes	No	\$70,150	\$108,150
2	SF Community Housing		19			36		36	\$27,000	Yes	Yes	Yes	Yes	No	\$41,400	\$68,400
3								0	\$0						\$0	\$0
4								0	\$0						\$0	\$0
5								0	\$0						\$0	\$0
6								0	\$0						\$0	\$0
7								0	\$0						\$0	\$0
8								0	\$0						\$0	\$0
9								0	\$0						\$0	\$0
10								0	\$0						\$0	\$0
11								0	\$0						\$0	\$0
12								0	\$0						\$0	\$0
13								0	\$0						\$0	\$0
14								0	\$0						\$0	\$0
15								0	\$0						\$0	\$0
16								0	\$0						\$0	\$0
17								0	\$0						\$0	\$0
18								0	\$0						\$0	\$0
19								0	\$0						\$0	\$0
20								0	\$0						\$0	\$0
21								0	\$0						\$0	\$0
22								0	\$0						\$0	\$0
23								0	\$0						\$0	\$0
24								0	\$0						\$0	\$0
25								0	\$0						\$0	\$0
26								0	\$0						\$0	\$0
27								0	\$0						\$0	\$0
TOTAL		0	49	31	0	66	31	97	\$65,000						\$111,550	\$176,550



## Housing Project Cover Sheet - 1

**\*\*\* Please complete and submit a separate Project Cover Sheet for each Residential Project \*\*\***

Applicant:	City of San Fernando		
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation) <input checked="" type="checkbox"/>	Mid-Celis Apartment Project - 1422 San Fernando Road		
Type of Project:	New Construction Substantial Rehabilitation, Conversion, or Preservation* <b>*Note: Applicant must also fill out Housing Project Attachment</b>		
Building Permit(s) Issuance Date(s): (for new construction units)	23-Mar-12		
Date(s) of Certificate(s) of Occupancy: (units rehabilitated, converted, or preserved) <input type="checkbox"/>	3/28/2013		
Are Eligible Units considered Infill, pursuant to Section 106(C)(1)-(3)? <input checked="" type="checkbox"/>		Yes <span style="color: red;">Please include supporting documentation</span>	
If yes, please identify how units determined to be infill (refer to Section 106(C) of Program Guidelines) and include supporting documentation. <input checked="" type="checkbox"/>		site previously developed  75 percent of perimeter adjoins parcels currently developed with urban uses	

### Affordability Documentation (Mark appropriate box and provide supporting documentation)

<b>Rental Units</b>	
<input type="checkbox"/> Deed-Restricted Method of Restriction/ Type of Subsidy Used:	DDA By and Among City of San Fernando and Los Angeles Housing Partnership - Tax Exempt / HOME - Federal 40%/60%
Length of Deed Restriction:	55 <small>*Rental units must be restricted for a minimum of 55 years</small>
<b>Ownership Units</b>	
<input type="checkbox"/> Deed-Restricted Method of Restriction/ Type of Subsidy Used:	
Length of Deed Restriction:	<small>*Ownership units must be restricted for a minimum of 20 years</small>
<input type="checkbox"/> Non-Restricted Units Sales Price & Initial Occupant's Income	
* Please note if counting non-restricted ownership units, supporting documentation must include both the initial sales price and household income of initial occupant considering household size.	

### Project Summary Table

#### Number of Bedrooms By Unit Type and Affordability

*Extremely Low-Income Units			Very Low-Income Units			Low-Income Units	
Number of Units	Total Bdrms	Unit Type	Number of Units	Total Bdrms	Unit Type	Number of Units	Total Bdrms
	0	Studio		0	Studio		0
	0	1-Bed	8	8	1-Bed		0
	0	2-Bed	5	10	2-Bed		0
	0	3-Bed	6	18	3-Bed		0
	0	4-Bed		0	4-Bed		0
	0	5-Bed		0	5-Bed		0
0	0	Totals	19	36	Totals	0	0

### Project Description:

19 Affordable Units - Very Low Income: 19 Units at 50% of area medium income (AMI). Affordable Units Include 8 one-bedroom units, 5 two-bedroom units, and 6 three bedroom units. Federal Set-Aside Elected: 40%/60%, Tax Exempt/HOME, 55 Year Use/Affordability

## Housing Project Attachment- 1 Units Rehabilitated, Converted or Preserved

**\*\*\* This form is NOT required for new construction projects \*\*\***

Applicant:	City of San Fernando
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)	

### General Requirements

- Is the local government providing, or did it provide "committed assistance" for this project?  

YES
NO

- Identify the specific type and date of "committed assistance."

Type: \_\_\_\_\_  
 Date: \_\_\_\_\_

**NOTE: The applicant must meet these general requirements in addition to the requirements detailed below to be eligible to receive funding for units substantially rehabilitated, converted, or preserved.**

### Project Type

☐

**Mark appropriate box and provide supporting documentation for each of the bullets listed under the heading.**

#### Substantial Rehabilitation

- The rehabilitation resulted in a net increase in the number of housing units available and affordable to very low- and low-income households.
- Units were at imminent risk of loss to the housing stock or determined to be unfit for human habitation. For example, units were at-risk of being demolished or removed from the housing stock without the necessary rehabilitation.
- If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975 and tenants were given the right to reoccupy the units.

#### Conversion of Units or Foreclosed Properties from Non-Affordable to Affordable

- Type of Units Converted:
  - ☐ Multifamily rental units (must be 3 or more units)
  - ☐ Multifamily ownership units
  - ☐ Foreclosed properties acquired
- If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975.

#### Preservation of Affordable Units

- Units were located within an "assisted housing development" as defined in Government Code Section 65863.10(a)(3) and/or restricted to income-qualified households at the time the units were identified for preservation.
- Units were at imminent risk of loss to the affordable housing stock.

## Housing Project Cover Sheet - 2

**\*\*\* Please complete and submit a separate Project Cover Sheet for each Residential Project \*\*\***

Applicant:	City of San Fernando		
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation) <input checked="" type="checkbox"/>	San Fernando Community Housing Project - 131-133 Park Avenue		
Type of Project:	New Construction Substantial Rehabilitation, Conversion, or Preservation* <b>*Note: Applicant must also fill out Housing Project Attachment</b>		
Building Permit(s) Issuance Date(s): (for new construction units)	18-Apr-12		
Date(s) of Certificate(s) of Occupancy: (units rehabilitated, converted, or preserved) <input type="checkbox"/>	3/28/2013		
Are Eligible Units considered Infill, pursuant to Section 106(C)(1)-(3)? <input checked="" type="checkbox"/>		Yes <span style="color: red;">Please include supporting documentation</span>	
If yes, please identify how units determined to be infill (refer to Section 106(C) of Program Guidelines) and include supporting documentation. <input checked="" type="checkbox"/>		site previously developed  75 percent of perimeter adjoins parcels currently developed with urban uses	

### Affordability Documentation (Mark appropriate box and provide supporting documentation)

<b>Rental Units</b>	
<input type="checkbox"/> Deed-Restricted Method of Restriction/ Type of Subsidy Used:	The Housing Authority of the County of Los Angeles Multi-Family Housing Revenue Bonds
Length of Deed Restriction:	55 <small>*Rental units must be restricted for a minimum of 55 years</small>
<b>Ownership Units</b>	
<input type="checkbox"/> Deed-Restricted Method of Restriction/ Type of Subsidy Used:	
Length of Deed Restriction:	<input type="text"/> <small>*Ownership units must be restricted for a minimum of 20 years</small>
<b>Non-Restricted Units</b> Sales Price & Initial Occupant's Income	
* Please note if counting non-restricted ownership units, supporting documentation must include both the initial sales price and household income of initial occupant considering household size.	

### Project Summary Table

#### Number of Bedrooms By Unit Type and Affordability

*Extremely Low-Income Units			Very Low-Income Units			Low-Income Units	
Number of Units	Total Bdrms	Unit Type	Number of Units	Total Bdrms	Unit Type	Number of Units	Total Bdrms
	0	Studio		0	Studio		0
	0	1-Bed	30	30	1-Bed	31	31
	0	2-Bed		0	2-Bed		0
	0	3-Bed		0	3-Bed		0
	0	4-Bed		0	4-Bed		0
	0	5-Bed		0	5-Bed		0
0	0	Totals	30	30	Totals	31	31

### Project Description:

61 Affordable Units - 30 Very Low Income units at 50% AMI or below & 31 Low Income units at 60% AMI or below

## Housing Project Attachment- 2

### Units Rehabilitated, Converted or Preserved

**\*\*\* This form is NOT required for new construction projects \*\*\***

Applicant:	City of San Fernando
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)	

#### General Requirements

- Is the local government providing, or did it provide "committed assistance" for this project?  

YES
NO

- Identify the specific type and date of "committed assistance."

Type: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: The applicant must meet these general requirements in addition to the requirements detailed below to be eligible to receive funding for units substantially rehabilitated, converted, or preserved.**

#### Project Type

☐

**Mark appropriate box and provide supporting documentation for each of the bullets listed under the heading.**

#### Substantial Rehabilitation

- The rehabilitation resulted in a net increase in the number of housing units available and affordable to very low- and low-income households.
- Units were at imminent risk of loss to the housing stock or determined to be unfit for human habitation. For example, units were at-risk of being demolished or removed from the housing stock without the necessary rehabilitation.
- If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975 and tenants were given the right to reoccupy the units.

#### Conversion of Units or Foreclosed Properties from Non-Affordable to Affordable

- Type of Units Converted:

☐ Multifamily rental units (must be 3 or more units)

☐ Multifamily ownership units

☐ Foreclosed properties acquired

- If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975.

#### Preservation of Affordable Units

- Units were located within an "assisted housing development" as defined in Government Code Section 65863.10(a)(3) and/or restricted to income-qualified households at the time the units were identified for preservation.
- Units were at imminent risk of loss to the affordable housing stock.



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 17, 2014

**Subject:** Consideration to Adopt a Resolution to Place a Charter Amendment on the March 3, 2015 Ballot Pertaining to Los Angeles Unified School District Election Dates

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7660 (Attachment "A") ordering the submission of a Ballot Measure question to the qualified electors of the City of San Fernando to place a Charter Amendment regarding Los Angeles Unified School District election (LAUSD) dates at the General Municipal Election to be held on Tuesday, March 3, 2015, as called by Resolution No. 7637.

### BACKGROUND/ANALYSIS:

1. On October 6, 2014, the City Council adopted three Resolutions regarding the upcoming General Municipal Election on March 3, 2015 (i.e., giving notice of the election, requesting County of Los Angeles services, and election consolidation with the City of Los Angeles).
2. On November 5, 2014, the City Clerk was notified by the City of Los Angeles Election Division (Attachment "B") that on October 22, 2014, the Los Angeles City Council voted to place a charter amendment on the March 3, 2015 Ballot. The amendment seeks to change the LAUSD election dates to even-numbered years and provides a one-time adjustment to align terms with new dates by 2020. As such, all LAUSD voters must be given an opportunity to vote on the proposed charter amendment. Since San Fernando lies within the LAUSD boundaries, the City of Los Angeles requests that, as part of the election consolidation, this measure also be placed on our Ballot.

### BUDGET IMPACT:

Funding is included in the City's Fiscal Year 2014-2015 Budget. The City of Los Angeles will reimburse the City of San Fernando for its proportionate share of election expenses.

**Consideration to Adopt a Resolution to Place a Charter Amendment on the March 3, 2015 Ballot  
Pertaining to Los Angeles Unified School District Election Dates**

Page 2 of 2

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**ATTACHMENTS:**

- A. Resolution No. 7660
- B. City of Los Angeles Request Regarding Ballot Measure



**ATTACHMENT “A”****RESOLUTION NO. 7660**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ORDERING THE SUBMISSION OF A BALLOT MEASURE QUESTION TO THE QUALIFIED ELECTORS OF THE CITY OF SAN FERNANDO TO PLACE A CHARTER AMENDMENT REGARDING THE LOS ANGELES UNIFIED SCHOOL DISTRICT ELECTION DATES AT THE GENERAL MUNICIPAL ELECTION ON TUESDAY, MARCH 3, 2015 AS CALLED BY RESOLUTION NO. 7637**

**WHEREAS**, a General Municipal Election on Tuesday, March 3, 2015 has been called by Resolution No. 7637, adopted on October 6, 2014, and

**WHEREAS**, the City Council also desires to submit to the voters at the election a question relating to a charter amendment which seeks to change the Los Angeles Unified School District elections to even numbered years, beginning 2020.

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

**SECTION 1.** That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

<p><b>NEW ELECTION DATES AND SCHEDULES FOR THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD); ONE-TIME ADJUSTMENT TO ALIGN TERMS WITH NEW ELECTION DATES BY 2020. CHARTER AMENDMENT</b></p> <p>Shall the City Charter be amended to: 1) change the LAUSD Board of Education’s primary and general election dates to June and November of even-numbered years beginning in 2020 so that LAUSD elections are held on the same dates as Federal and State elections; 2) provide that, in 2015 and 2017 only, candidates be elected for a term of 5 ½ years to transition to the new election dates; and 3) adjust vacancy election schedules and allow temporary appointments to fill vacant offices until an election is held?</p>	<p>YES</p> <p>NO</p>
--	----------------------

**SECTION 2.** 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 3.** 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 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 17<sup>th</sup> day of November, 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 17<sup>th</sup> day of November 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT "B"**

HOLLY L. WOLCOTT  
CITY CLERK

**City of Los Angeles**  
CALIFORNIA

**OFFICE OF THE  
CITY CLERK**

GREGORY R. ALLISON  
EXECUTIVE OFFICER

ELECTION DIVISION  
555 RAMIREZ STREET, SPACE 300  
LOS ANGELES, CA 90012  
(213) 978-0444  
FAX: (213) 978-0376

JINNY PAK  
DIVISION MANAGER

[clerk.lacity.org](http://clerk.lacity.org)



ERIC GARCETTI  
MAYOR

November 5, 2014

Ms. Elena Chavez  
City Clerk, City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

Dear Ms. Elena Chavez,

As election administrator for the Los Angeles Community College District (LACCD), and the Los Angeles Unified School District (LAUSD), the City of Los Angeles recently requested to consolidate one or both of these elections onto your March 3, 2015 Municipal Election.

On October 22, 2014, the Los Angeles City Council voted 14-1 to place a charter amendment on the March 3<sup>rd</sup> Ballot which seeks to change the City's and LAUSD's elections to even numbered years beginning in 2020. As such, all LAUSD voters must be given an opportunity to vote on the proposed charter amendment. Since your city lies within the LAUSD boundaries, the City of Los Angeles requests that this measure also be placed on your City's ballot as part of the election consolidation. Please note that the City's initial resolution requesting consolidation with your city's election included possible measures so we will not be issuing a separate consolidation request.

For your reference, attached please find a copy of the resolution and charter amendment prepared by the Los Angeles City Attorney's Office. The final resolutions and ordinance will be available once Council conducts a second reading on November 14. This copy is for informational purposes only. Formal, typeset copies will be provided in January.

Please contact Mayra Puchalski of my staff immediately at (213) 978-0444 if you have any concerns or questions and thank you in advance for your assistance.

Sincerely,

Jinny Pak, Chief  
Election Division  
Attachments

## RESOLUTION

**WHEREAS**, the Council of the City of Los Angeles has adopted a resolution to place a Charter amendment regarding Los Angeles Unified School District (LAUSD) election dates before the qualified voters of the Los Angeles Unified School District at the March 3, 2015 Special Election to be consolidated with the City's Primary Nominating Election to be held on the same date; and

**WHEREAS**, the City Election Code requires the City Attorney to prepare and present a ballot title and question consisting of an impartial statement of the measure; and

**WHEREAS**, the City Attorney has presented the following ballot title and question for the proposed measure:

**NEW ELECTION DATES AND SCHEDULES FOR THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD); ONE-TIME ADJUSTMENT TO ALIGN TERMS WITH NEW ELECTION DATES BY 2020. CHARTER AMENDMENT**

\_\_\_\_.

Shall the City Charter be amended to: 1) change the LAUSD Board of Education's primary and general election dates to June and November of even-numbered years beginning in 2020 so that LAUSD elections are held on the same dates as Federal and State elections; 2) provide that, in 2015 and 2017 only, candidates be elected for a term of 5½ years to transition to the new election dates; and 3) adjust vacancy election schedules and allow temporary appointments to fill vacant offices until an election is held?

**NOW, THEREFORE, BE IT RESOLVED** that the ballot title and question presented by the City Attorney be adopted by the City Council.

I hereby certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting held on \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Deputy

## RESOLUTION

Resolution providing that a ballot measure be submitted to the qualified voters of the Los Angeles Unified School District.

### BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LOS ANGELES AS FOLLOWS:

Section A. The following amendment to the Charter of the City of Los Angeles is hereby proposed to be submitted to the qualified voters of the Los Angeles Unified School District at a Special Election to be called and consolidated with the City's Primary Nominating Election held on March 3, 2015:

### CHARTER AMENDMENT \_\_\_\_\_

Section 1. Section 401 of the Charter of the City of Los Angeles is amended to read as follows:

#### **Sec. 401. Election Days – City of Los Angeles and Board of Education.**

(a) Until the year 2020, for City offices and elections of the Board of Education, primary nominating elections shall be held on the first Tuesday after the first Monday in March in every odd-numbered year, and general municipal elections shall be held on the third Tuesday in May in every odd-numbered year, except that no such elections will be held in the year 2019 in order to transition to new election dates as provided in subsection (b).

(b) Beginning in the year 2020, for City offices and elections of the Board of Education, primary nominating elections shall be held on the first Tuesday after the first Monday in June in every even-numbered year, and general municipal elections shall be held on the first Tuesday after the first Monday in November of every even-numbered year.

(c) If holding the election on the election day set forth above would conflict with a significant event or occurrence, and the Council finds that holding the election on that day would substantially reduce voter participation, the Council may set the election on a specific alternate day not earlier than the previous Tuesday nor later than the subsequent Tuesday from the regularly scheduled election day. The Council may set the alternate day only if it finds that holding the election on such alternate day would not substantially reduce voter participation. Any action setting an alternate election day must be adopted by the Council by resolution no later than six months before the date on which the affected election would otherwise take place.

Sec. 2. Section 402 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 402. Ordinance Ordering the Holding of an Election.**

The Council shall, by ordinance, order the holding of all elections. The ordinance ordering the election shall specify the object and time of holding the election and whether the election is to be conducted by the City Clerk or, alternatively, consolidated with another election or otherwise conducted by the County of Los Angeles. The ordinance also shall establish election precincts, designate polling places and name officers of election for each precinct, and may do so by making reference to other enactments or documents. Any ordinance ordering the holding of an election may also order the holding of a run-off election, to be held if necessary.

Sec. 3. Section 403 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 403. Officers of Election.**

Officers of election for elections conducted by the City Clerk shall be selected and appointed in accordance with procedures set forth in the City Election Code. No candidate who has taken out papers for nomination, nor a member of his or her immediate family, shall be permitted to act as an election officer, nor shall the polling place be held in his or her residence.

Sec. 4. Section 404 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 404. Returns of Election.**

The returns of every election conducted by the City Clerk shall be delivered to the City Clerk, who shall, within 28 days after any election, canvass the returns and certify them to the Council, who shall declare the result and order the issuance of certificates of nomination or election as appropriate. The Council shall be the judge of the qualifications of all of the elected officers. When any municipal election is consolidated with any state or county election, after the Board of Supervisors or Registrar of Voters of Los Angeles County has canvassed the returns and certified the result of the canvass of all municipal questions submitted at the election to the Council, the Council shall declare the result and order the issuance of certificates of nomination or election as appropriate. Any act in relation to the conduct of the election required by the Charter to be performed by an officer or employee of the City may be performed by the proper officer or employee of the county.

Sec. 5. Section 406 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 406. Recounts.**

(a) **Applicability.** This section governs recounts of elections of the City of Los Angeles and Los Angeles Unified School District conducted by the City Clerk. Nothing in this section shall be construed to prevent any person from contesting the results of any election by judicial proceedings authorized by law.

(b) **Procedure.** Within five days after the Council's declaration of the results of an election, any registered voter of the City, or of the School District in the case of Board of Education elections, may file with the City Clerk a written request to recount all of the votes cast at that election for candidates for any office, or for and against any measure. The request shall comply with the requirements of the City Election Code. The recount shall be conducted publicly and shall commence not more than seven calendar days after the City Clerk's acceptance of the recount request. No person who is an interested party to the recount shall be involved in the recount. The recount shall otherwise be conducted in accordance with procedures set forth in the City Election Code.

(c) **Results of Recount.** Upon completion of the recount, the Council shall declare the result. If any person who had not been declared nominated or elected is found upon the recount to be entitled to nomination or election, the Council shall so declare and direct that the proper certificate of nomination or election be issued to that person. If by the recount it is determined that the result of a ballot measure election is different than as already declared, the Council shall so declare.

(d) **Costs of Recount.** Any request for recount shall be accompanied by a bond or cash deposit in a sum specified by ordinance, in a form satisfactory to the City Clerk. The bond or deposit shall be payable to the City of Los Angeles in the event that the recount does not change the result of the election. If the result of an election is changed by the recount, the expense of the recount shall be borne by the City, and the bond or cash deposit shall be returned to the elector who requested the recount. The results of an election are considered changed if the identity of any person who had been declared nominated or elected is changed, or if the approval or disapproval of any ballot measure is changed.

Sec. 6. Section 410 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 410. Filling Vacancies in the Office of Members of the Board of Education.**

Vacancies in the office of Members of the Board of Education shall be filled by appointment or election in the manner set forth in this section.



(a) **Appointment.** For vacancies occurring prior to the year 2019, the Board of Education may fill a vacancy by appointing a person to hold the office for the portion of the unexpired term remaining through the next June 30 of an odd-numbered year. For vacancies occurring in the year 2019 and afterward, the Board of Education may fill a vacancy by appointing a person to hold the office for the portion of the unexpired term remaining until the next second Monday in December of an even-numbered year. If any portion of the term remains after that date, the Board shall also contract with the City of Los Angeles for the calling and conducting of a special election or elections to fill the remainder of the term, and the Council shall consolidate the election with the primary nominating election and general municipal election next following the appointment. If a vacancy is filled by appointment after the first date fixed by law for filing a Declaration of Intention to become a candidate at the next primary nominating election, the person appointed shall hold the office for the remainder of the unexpired term.

(b) **Special Election.** The Board of Education may contract with the City of Los Angeles for the calling and conducting of a special election or elections for the purpose of filling the vacancy for the remainder of the unexpired term. The contract shall be subject to approval by the City Council, and shall contain a provision that the Los Angeles Unified School District shall pay for all costs incurred in conducting the special election or elections. Unless otherwise specified in the contract, within 30 days of the Council's approval of the contract, the Council shall adopt a resolution calling a special election, and special runoff election, if necessary, for the purpose of filling the vacancy and provide in that ordinance the time for holding the election, whether consolidation with any other scheduled election will be sought; the procedures for nominating candidates, including the amount of the filing fee, if any, to be paid by candidates; and other matters pertaining to the election. The Board of Education also may appoint a person to hold the office temporarily until the vacancy election is conducted and the election results are certified and declared.

(c) **Recall.** Any person appointed or elected to fill a vacancy may be removed from office by the recall in the same manner as if he or she had otherwise been elected to office.

Sec. 7. Section 412 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 412. City Election Code; Amendments.**

All elections conducted by the City Clerk, unless otherwise provided in the Charter, shall be conducted and held in accordance with the provisions of the City Election Code. No amendment to the City Election Code shall affect any election, petition, or other election-related proceeding occurring within six months following the publication of the ordinance effecting the amendment.



Sec. 8. Section 424 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 424. Primary Nominating Election Ballot.**

The ballot for any primary nominating election conducted by the City Clerk shall be as follows:

(a) **Order of Placement.** The names of candidates who have qualified for placement on the ballot, except candidates who have withdrawn or died or otherwise been disqualified, together with any measures or propositions as ordered by the Council or otherwise required by law, shall appear on the ballot. The offices to be filled shall be arranged on the ballot as follows: Mayor, City Attorney, Controller, member of the Council, member of the Board of Education, followed by any other offices to be filled in the order determined by the Council. Measures and propositions shall appear on the ballot in the order determined by the Council.

(b) **Nonpartisan Ballot.** There shall be nothing on any ballot indicative of the party affiliation, source of candidacy or support of any candidate.

(c) **Write-in Candidates.** Each ballot shall provide an opportunity for voters to write-in, for each office on the ballot, the name of any person whose name does not appear on the ballot and for whom the voter wishes to vote.

Sec. 9. Section 426 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 426. General Election Ballot.**

The ballot for any general election conducted by the City Clerk shall be in the same general form as for the primary nominating election, so far as applicable, and without any indication as to the party affiliation, source of candidacy or support of any candidate.

Sec. 10. Section 432 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 432. Action by Council on Recall Petition.**

When a recall petition is presented to the Council by the City Clerk, the Council shall within 20 days, by order or ordinance, call for the holding of a special election, and if necessary a special runoff election, for the purpose of submitting to the voters of the City at large, of the Council district, or of the Board district, as the case may be, the question of whether the officer shall be recalled, and if recalled, for the election of his or her successor. The special election shall be held not less than 88 days nor more than 125 days after the date of Council action on the petition; provided, however, that if any

other election for any purpose at which all the qualified voters of the City, of the Council District, or of the Board District, as the case may be, are entitled to vote, is to occur during that time period, the Council shall order the holding of the recall election and the consolidation thereof with such other election.

Sec. 11. Section 802 of the Charter of the City of Los Angeles is amended to read as follows:

**Sec. 802. Board of Education Redistricting.**

(a) **Redistricting by Ordinance.** Every ten years, the Council shall by ordinance redistrict the Los Angeles Unified School District into seven districts designated in the ordinance by numbers from one to seven, inclusive. Those districts shall be used for all elections of members of the Board of Education, including their recall, and for filling any vacancy in the office of member of the Board of Education, after the effective date of the ordinance and until new districts are established.

(b) **Redistricting Commission.** There shall be a Redistricting Commission to advise the Council on drawing of Board district lines. The Commission members shall be appointed in the following manner: one by each member of the Board of Education, four by the Council President, and four by the Mayor. Notwithstanding the provision of Section 501(d), one of the Council President's appointees, and one of the Mayor's appointees, must reside within the Los Angeles Unified School District but outside the limits of the City. No officer or employee of the School District shall be eligible to serve on the Commission. The Redistricting Commission shall appoint a director and other personnel, consistent with budgetary approval, which positions shall be exempt from the civil service provisions of the Charter.

(c) **Redistricting Process.** The Redistricting Commission shall be appointed before the date by which the Census Bureau is to release the decennial census data. A new Commission shall be appointed to advise the Council prior to each subsequent redistricting. The Commission shall begin the redistricting process at any time after the necessary data are obtained from the most recent Federal Census, but no later than June 1, 2021, and each subsequent tenth anniversary of that date, for redistricting processes occurring after the year 2020. The Commission shall seek public input throughout the redistricting process. The Commission shall present its proposal for redistricting to the Council no later than a date prescribed by ordinance.

The Council shall adopt a redistricting ordinance no later than December 31, 2021, and each subsequent tenth anniversary of that date, for redistricting processes occurring after the year 2020. Nothing in this section shall prohibit the Council from redistricting with greater frequency provided that districts so formed each contain, as nearly as practicable, equal portions of the total population of the Los Angeles Unified School District as shown by the Federal Census immediately preceding the formation of districts or based upon other population reports or estimates as may be determined by the Council to be substantially reliable.

(d) **Criteria for Redistricting.** All districts shall be drawn in conformance with the requirements of state and federal law and to the extent feasible shall keep neighborhoods and communities intact, utilize natural boundaries or street lines, be geographically compact, and conform to high school attendance zones.

(e) **Effect of Redistricting on Incumbents.** No change in the boundary or location of any district by redistricting shall operate to abolish or terminate the term of office of any member of the Board of Education prior to expiration of the term of office for which that member was elected.

(f) **Annexation or Consolidation.** Territory added to the Los Angeles Unified School District after the adoption of a districting ordinance shall be added to an adjacent and contiguous district or districts by the Council by ordinance.

(g) **Terms.** Members of the Board of Education shall hold their office for a term of four years except as provided in Section 806. The terms of office of those Board members elected from odd-numbered districts shall commence during each fourth anniversary of 1979, and for the members elected from even numbered districts shall commence during each fourth anniversary of 1981, except as provided in Section 806 and until the year 2020. Beginning in the year 2020, the terms of office of those Board members elected from odd-numbered districts shall commence during each fourth anniversary of the year 2020 and for the members elected from even-numbered districts shall commence during each fourth anniversary of the year 2022. No person may serve more than three terms of office as a member of the Board of Education. This limitation on the number of terms of office shall not apply to any unexpired term to which a person is elected or appointed if the remainder of the term is less than one-half of the full term of office. The limitation on the number of terms of office shall apply only to terms of office that begin on or after March 1, 2007.

Sec. 12. A new Section 806 is added to the Charter of the City of Los Angeles to read as follows:

**Sec. 806. Board of Education Term of Office.**

(a) Notwithstanding any other provision of the Charter, in order to transition to new election dates starting in 2020, Board of Education members elected in 2015 shall be elected for a term expiring in December 2020 and members elected in 2017 shall be elected for a term expiring in December 2022.

(b) The term of a member of the Board of Education shall commence on the first day of July next following his or her election until the year 2020. Beginning in the year 2020, the term of a member of the Board of Education shall commence on the second Monday in December next following his or her election.

(c) For purposes of the term limits contained in Section 802(g), the term of office of Board of Education members elected in 2015 and 2017 as described in subsection (a) of this section shall count as one term.

Sec. 13. The amendments to the Charter proposed and contained in Sections 1 through 12 above shall not become operative unless the separate Charter Amendment \_\_\_\_, similarly changing the election dates for the City of Los Angeles, also is approved by the voters of the City of Los Angeles.

Sec. B. The City Clerk is hereby authorized and directed to publish a notice containing the proposed ballot measure, specifying the date of March 3, 2015, as the date the measure is to be voted upon by the qualified voters of the Los Angeles Unified School District. The notice shall be published once in a newspaper of general circulation in the City and County of Los Angeles, and in each edition thereof during that day of publication. The City Clerk is authorized and directed to prepare and keep in the City Clerk's office a sufficient supply of copies of the proposed ballot measure and to distribute the proposed ballot measure to any and all persons requesting a copy. Further, the City Clerk is authorized and directed to mail copies of the proposed ballot measure to each of the qualified voters of the Los Angeles Unified School District.

Sec. C. The City Clerk is hereby authorized and directed to cause a notice to be published once in a newspaper of general circulation that copies of voter information pamphlets containing the proposed ballot measure may be obtained upon request in the City Clerk's office.

Sec. D. The City Clerk shall file a duly certified copy of this Resolution forthwith with the Board of Supervisors and with the Registrar-Recorder of the County of Los Angeles.

I hereby certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting held on \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_ Deputy

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
HARIT U. TRIVEDI  
Deputy City Attorney

Date 10/29/14

**ORDINANCE NO. \_\_\_\_\_**

An ordinance calling a Special Election to be held on Tuesday, March 3, 2015, for the purpose of submitting to the qualified voters of the Los Angeles Unified School District (LAUSD) a Charter amendment changing LAUSD Board of Education election dates and consolidating this Special Election with the City's Primary Nominating Election to be held on the same date.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. A Special Election is hereby called to be held in the Los Angeles Unified School District on March 5, 2013, for the purpose of submitting to the qualified voters of the LAUSD a certain Charter Amendment ordered submitted by the Council of the City of Los Angeles.

Sec. 2. The ballot title and question to be used at the Special Election for the measure to be submitted to the qualified voters of the Los Angeles Unified School District shall be:

**NEW ELECTION DATES AND SCHEDULES FOR THE LOS ANGELES  
UNIFIED SCHOOL DISTRICT (LAUSD); ONE-TIME ADJUSTMENT TO ALIGN  
TERMS WITH NEW ELECTION DATES BY 2020. CHARTER AMENDMENT**

\_\_\_\_\_

Shall the City Charter be amended to: 1) change the LAUSD Board of Education's primary and general election dates to June and November of even-numbered years beginning in 2020 so that LAUSD elections are held on the same dates as Federal and State elections; 2) provide that, in 2015 and 2017 only, candidates be elected for a term of 5½ years to transition to the new election dates; and 3) adjust vacancy election schedules and allow temporary appointments to fill vacant offices until an election is held?

Sec. 3. The measure shall be designated on the ballot or ballot pages by a letter or number determined by the City Council in accordance with applicable City and state laws. Upon the designation by the proper officials of the letter or number to be assigned to the measure, that letter or number is hereby adopted and shall be the designation for the ballot title.

Sec. 4. To vote on the measure, the voter shall mark the ballot next to the word "Yes" or the word "No." A "Yes" vote shall be counted in favor of adoption of the measure, and a "No" vote shall be counted against adoption of the measure.

Sec. 5. The Special Election hereby called shall be, and hereby is ordered to be, consolidated with the Primary Nominating Election to be held in the City and Los Angeles Unified School District on Tuesday, March 3, 2015.

Sec. 6. The voting polls on election day shall open at 7:00 a.m., March 3, 2015, and shall remain open until 8:00 p.m. of the same day when the voting polls shall be closed, except as provided in City Election Code Section 857.

Sec. 7. The election precincts, polling places, and officers of election for the Special Election shall be the same as those provided in the Los Angeles Unified School District for the Primary Nominating Election, and the elections shall be held in all respects as if there were only one election. Furthermore, for the precincts, polling places, and officers of election, reference is hereby made to the list that will be prepared and approved by the City Clerk and filed in the City Clerk's Office not later than February 3, 2015, and that list is incorporated into and made part of this ordinance.

Sec. 8. In all other particulars, the Special Election shall be held and conducted as provided by law for the conduct of the Primary Nominating Election in the City and Los Angeles Unified School District.



Sec. 9. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_ Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
HARIT U. TRIVEDI  
Deputy City Attorney

Date 10/29/14

File No. \_\_\_\_\_





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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 17, 2014

**Subject:** Consideration to Approve the Purchase of a Water Division Service Truck

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of one (1) Ford F650 XL Truck with Service Body, for an amount not to exceed \$129,603.59 (Attachment "A"), from Downtown Ford Sales under the California Multiple Award Schedule (CMAS) Contract #1-14-23-23 (Attachment "B");
- b. Authorize the City Manager to execute the purchase with Downtown Ford Sales; and
- c. Designate Unit #WA-8196, as surplus property and authorize the City Manager to dispose of surplus property and sale.

### BACKGROUND:

As part of the City's Fiscal Year (FY) 2014-2015 vehicle replacement budget, funding was included for the purchase of one (1) replacement utility truck and service body for use in the Public Works Department Water Division operations activities. The purchase of this truck will replace one (1) severely outdated truck that is approximately 23 years old. This replacement will help reduce vehicle maintenance costs and help improve fuel efficiency in the City's fleet. Additionally, the new truck will provide for a variety of uses in the Public Works Department and help to ensure prompt response in emergency situations. Using an existing contract through the State of California, the City was able to secure competitive pricing for this vehicle.

### ANALYSIS:

During the preparation of the City's FY 2014-15 budget, funding was included for the purchase of one (1) new utility truck with service body to replace an aging vehicle in the fleet. The truck would be used in day-to-day operational activities in the Public Works Department Water

**Consideration to Approve the Purchase of a Water Division Service Truck**

Page 2 of 3

Division, including water service installations, repairs, and other construction activities. The utility truck will also ensure that the City has a reliable vehicle in the event of emergency situations.

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

Vehicle #	Department	Year	Make/Model	Mileage
WA-8196	Public Works	1991	GMC HD Truck	68,672



Unit #WA-8196 is a utility truck used in water operations activities. This vehicle is approximately 23 years old and requires significant ongoing maintenance in order to keep it in operation. Such maintenance can at times pose problems when needed for regular work duties.

**New Vehicle Purchase**

The proposed replacement truck is a Ford F650 XL Truck, providing the City with a fully functional service vehicle. The proposed truck is of similar design to those used in several neighboring cities. Public Works Department staff members actively participated in the selection of this replacement vehicle by surveying and inspecting similar vehicles in neighboring cities. Based on their research, it was determined that this vehicle would serve the City well.

As proposed, the City would purchase one (1) new Ford F650 XL Truck under the State of California Multiple Award Schedule (CMAS) Contract #1-14-23-23, which was a contract negotiated by the State's Department of General Services for fleet vehicles. The total purchase price for this truck is \$129,603.59. The terms of the State contract make the negotiated pricing available to all public agencies from one of the seven contracted dealerships in the State, including Downtown Ford Sales of Sacramento, California. In accordance with the City's Purchasing Policy, the City Council may use a competitive bid conducted by another public agency to purchase goods and services. Known as "Piggybacking" on another contract, this process allows the City to receive the same competitively bid price without having to spend a significant amount of staff time to formally bid and purchase the same goods or services.

**Consideration to Approve the Purchase of a Water Division Service Truck**Page 3 of 3

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Schedule

If approved by the City Council, the truck will have an estimated lead time of 90 days. Based on this, the anticipated delivery date is estimated to be in February 2015.

**BUDGET IMPACT:**

Funding is included in the City's approved FY 2014-25 budget in the Public Works Department Water Division. As proposed, only Enterprise Fund monies will be used for this purchase.

**CONCLUSION:**

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

**ATTACHMENTS:**

- A. Downtown Ford Sales Quotation (10/29/14)
- B. Vehicle Specification and CMAS Contract

## ATTACHMENT "A"

## THIS IS YOUR QUOTE

DOWNTOWN FORD SALES  
525 N16th Street, Sacramento, CA. 95811  
916-442-6931 fax 916-491-3138

RJM102820141338F2

## QUOTATION

**Customer**

Name CITY OF SAN FERNANDO  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone ATTN: Danny Garcia

Date 10/29/2014  
REP BOB MILLOY  
Phone \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	2014 State of California Contract #1-14-23-20A 2015 FORD F650 XL TRIM, 25,999 lbs. GVWR, 176" Wheelbase (102" CA), 50,000 lbs. Frame, 8,500 lbs. Front Axle and Suspension, 17,500 lbs Rear Axle with 18,500 lbs Rear Suspension, 6:43 Axle ratio, Hydraulic Brakes, Ford 6.8L Triton V10 Gasoline Engine, 362 HP/ 457 lbs. ft Torque, Ford Select Shift 6-Speed Transmission 42 Gallon Gas Tank, Vinyl Seating, 11R22.5 (G) All Position Tread Tires (6), Air Conditioning, AM/FM Radio, Tilt Wheel, Cruise Control	\$42,441.00	\$42,441.00
1	Change Wheelbase to 182" (108" CA) ILO 176"/102"	\$196.00	\$196.00
1	Upgrade to Backup Alarm	\$104.00	\$104.00
1	Upgrade to Tow Hooks	\$71.00	\$71.00
1	Upgrade to Upfilter Switches	\$119.00	\$119.00
1	Trailer Connection 7 Way Plug (Ford OEM)	\$93.00	\$93.00
1	SERVICE BODY - CTEC 15243 - VCT 101 , per attached Quote # 6411, dated 10/28/14, includes, Crane & Accessories, Roll - Out - Drawers , Compressor and Accessories, Hitch, National Signal 180 Degree Rotating Arrowboard, Honda EB3000 Generator mounted on slide-out tray	\$75,697.00	\$75,697.00
1	Document Fee	\$80.00	\$80.00
FINAL QUOTE FOR CTEC BODY - SUPERCEDES ALL OTHER		Subtotal	\$118,801.00
		Delivery	\$100.00
		Sales Tax	\$10,692.09
		CA Tire Tax	\$10.50
		<b>TOTAL DUE</b>	<b>\$129,603.59</b>

\$500 DISCOUNT FOR QUICK  
PAYMENT IN 20 DAYS

**ATTACHMENT "B"**

Department of General Services  
 Procurement Division  
 707 Third Street, 2<sup>nd</sup> Floor  
 West Sacramento, CA 95605-2811

State of California  
**CONTRACT NOTIFICATION**  
 \*\*\*\*\*MANDATORY\*\*\*\*\*

CONTRACT NUMBER:	1-14-23-23 A through G, <b>Supplement 2</b>
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-23A) Elk Grove Auto Group (1-14-23-23B) Hanford Toyota (1-14-23-23C) Winner Chevrolet (1-14-23-23D) Wondries Fleet Group (1-14-23-23E) Livermore Ford (1-14-23-23F) Swift Superstore (1-14-23-23G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 <a href="mailto:Christina.nunez@dgs.ca.gov">Christina.nunez@dgs.ca.gov</a>

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

*Signature on File*

**Christina Nunez, Contract Administrator**

Date: **5/22/2014**

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

Contract (Mandatory) 1-14-23-23 A – G, **Supplement 2**  
Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
2	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• <b>Article 4 – Contract Administration</b> and <b>Article 9 – Ordering Procedure</b> has been updated to reflect a change to Wondries Fleet Group's contact person.</li> </ul>	5/22/2014
1	<p>Subject contract for Fleet Vehicles – Vans &amp; SUVs is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• <b>Attachment A – Contract Pricing</b> has been updated to reflect a change in Ranks 1 &amp; 2 on the following line items:</li> </ul> <p>12/35</p> <p>13/36</p> <p>14/37</p> <p>18/41</p> <p>20/43</p> <p>22/45</p>	3/19/2014



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

Contract (Mandatory) 1-14-23-23 A – G, **Supplement 2**  
Contract Notification and User Instructions

**1. SCOPE**

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-23 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Vans & SUVs to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

**2. CONTRACT USAGE/RULES**

**A. State Departments**

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

**B. Local Governmental Agencies**

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

Contract (Mandatory) 1-14-23-23 A – G, **Supplement 2**  
Contract Notification and User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
  - Local governmental agency
  - Contact name
  - Telephone number
  - Mailing address
  - Facsimile number and e-mail address

DGS Billing Code Contact: [BillCodesCMAS@dgs.ca.gov](mailto:BillCodesCMAS@dgs.ca.gov)

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

### 3. DGS ADMINISTRATIVE FEES

#### A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx> (Click on “Purchasing” under Procurement Division.)

#### B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

### 4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

<b>DGS/PD Contract Administrator:</b>	Christina Nunez
<b>Address:</b>	DGS/Procurement Division 707 Third Street, 2 <sup>nd</sup> Floor West Sacramento, CA 95605
<b>Telephone:</b>	(916) 375-4482
<b>Facsimile:</b>	(916) 375-4613
<b>E-Mail:</b>	<a href="mailto:christina.nunez@dgs.ca.gov">christina.nunez@dgs.ca.gov</a>

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**Contractor:** **Downtown Ford Sales 1-14-23-23A**  
**Contact Name:** Dave Forbess  
**Address:** 525 N. 16<sup>th</sup> Street  
Sacramento, CA 95811  
**Telephone:** (916) 442-6931  
**Facsimile:** (916) 491-3138  
**E-Mail:** [daveforbess@downtownfordsales.com](mailto:daveforbess@downtownfordsales.com)

**Contractor:** **Elk Grove Auto Group 1-14-23-23B**  
**Contact Name:** Bill Kemery  
**Address:** 8575 Laguna Grove Drive  
Elk Grove, CA 95757  
**Telephone:** (916) 429-4700  
**Facsimile:** (916) 421-0149  
**E-Mail:** [billk@lasherauto.com](mailto:billk@lasherauto.com)

**Contractor:** **Hanford Toyota 1-14-23-23C**  
**Contact Name:** Pat Ireland  
**Address:** 1835 Glendale Avenue  
Hanford, CA 93230  
**Telephone:** (559) 707-5735  
**Facsimile:** (559) 961-4601  
**E-Mail:** [patireland1962@yahoo.com](mailto:patireland1962@yahoo.com)

**Contractor:** **Winner Chevrolet 1-14-23-23D**  
**Contact Name:** Bill Kemery  
**Address:** 8575 Laguna Grove Drive  
Elk Grove, CA 95757  
**Telephone:** (916) 429-4700  
**Facsimile:** (916) 421-0149  
**E-Mail:** [billk@lasherauto.com](mailto:billk@lasherauto.com)

**Contractor:** **Wondries Fleet Group 1-14-23-23E**  
**Contact Name:** **Yesenia Covarrubias**  
**Address:** 1247 W. Main Street  
Alhambra, CA 91801  
**Telephone:** (626) 457-5590  
**Facsimile:** (626) 457-5593  
**E-Mail:** [yesenia@wondries.com](mailto:yesenia@wondries.com)

**Contractor:** **Livermore Ford 1-14-23-23F**  
**Contact Name:** Dwane Galatti  
**Address:** 2266 Kitty Hawk Road  
Livermore, CA 94551  
**Telephone:** (530) 867-1173  
**Facsimile:** (530) 884-4141  
**E-Mail:** [dwanefleet@hotmail.com](mailto:dwanefleet@hotmail.com)

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**Contractor**      **Swift Superstore 1-14-23-23G**  
**Contact Name:**      Dan Heil  
**Address:**      4318 Chiles Road  
                         Davis, CA 95618  
**Telephone:**      (530) 771-3821  
**Facsimile:**      (530) 757-3783  
**E-Mail:**      [danh@swiftindavis.com](mailto:danh@swiftindavis.com)

## 5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

## 6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

### Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are categorized by rank on Attachment A, Contract Pricing. The tabs located at the bottom of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

### Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

### Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

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In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

**7. SPECIFICATIONS**

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

**8. PURCHASE EXECUTION**

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

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2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#).

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)  
Attn: Data Entry Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-212  
West Sacramento, CA 95605-2811

9. **ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	Facsimile	Email	Contract #
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	<a href="mailto:daveforbess@downtownfordsales.com">daveforbess@downtownfordsales.com</a>	1-14-23-23A

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Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	<a href="mailto:billk@lasherauto.com">billk@lasherauto.com</a>	1-14-23-23B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>	1-14-23-23C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	<a href="mailto:billk@lasherauto.com">billk@lasherauto.com</a>	1-14-23-23D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: <b>Yesenia</b> <b>Covarrubias</b>	(626) 457-5593	<a href="mailto:yesenia@wondries.com">yesenia@wondries.com</a>	1-14-23-23E
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(530) 884-4141	<a href="mailto:dwanefleet@hotmail.com">dwanefleet@hotmail.com</a>	1-14-23-23F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	<a href="mailto:danh@swiftindavis.com">danh@swiftindavis.com</a>	1-14-23-23G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

## 10. MINIMUM ORDER

There is no minimum order for this contract.

## 11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

## 12. DELIVERY PROCEDURES

### Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.



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Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified



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requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

**DOCUMENTS:**

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

**13. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

**14. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**15. SHIPPED ORDERS**

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

**16. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

**17. PAYMENT**

Payment terms for this contract include a \$500 per vehicle discount for payment made within twenty (20) days. For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made,

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for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

#### 18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

#### 19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Chevrolet 101135239 Ford 98037902 Nissan 17749776 Toyota 17107585
Livermore Ford	100598451
Swift Superstore	97022608

#### 20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

#### 21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

#### 22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power

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train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

**Note:** Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

#### Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

### **23. SERVICE PLAN**

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;

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- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

**24. ATTACHMENTS**

Attachment A – Contract Pricing

Attachment B – Specification 2310-2626, dated 9/24/2013

Attachment C – Recycle Content Information



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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:** November 17, 2014

**Subject:** Consideration to Approve a Wireless Communications Facilities License Agreement with the Judicial Council of California to Utilize the San Fernando Courthouse Roof for Public Safety Communications Equipment

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Wireless Communications Facilities License Agreement (Attachment "A" – Contract No. 1771) with the Judicial Council of California to utilize the San Fernando Courthouse roof for public safety communications equipment; and
- b. Authorize the City Manager to execute the Agreement with the Judicial Council of California.

### BACKGROUND:

The City utilizes the San Fernando Courthouse (Courthouse) roof to house communications equipment that is used in public safety communications/operations. The Courthouse roof is the tallest facility in the City and provides an ideal location for this equipment (i.e., antennas, repeaters, etc.). This location helps to ensure that public safety communications are properly transmitted throughout the community. The proposed Wireless Communications Facilities License Agreement (Agreement) has been prepared to allow for the City's continued use of the Courthouse roof to house its public safety communications equipment and help ensure responsive public safety services in the community.

### ANALYSIS:

The City utilizes the Courthouse to house communications equipment for public safety operations and communications. All equipment is housed in a cabinet and includes a repeater, antenna, power supply and backup battery system. The City will occasionally access this

**Consideration to Approve a Wireless Communications Facilities License Agreement with the Judicial Council of California to Utilize the San Fernando Courthouse Roof for Public Safety Communications Equipment**

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equipment to perform maintenance functions and ensure that this critical public safety equipment is properly operating.

The Agreement was prepared with input from both the City and the Judicial Council of California and has been reviewed by the City Attorney. Once approved, the Agreement will allow the City to continue to house its communications equipment on the Courthouse roof. The Agreement will also provide for the safe operations and maintenance of this equipment. Such operations are a critical element in public safety operations and help ensure prompt response and safety in the community.

**BUDGET IMPACT:**

The Agreement requires an annual license fee of \$200 per month, plus utility costs. Funds to cover the monthly cost associated with the Agreement are available within the Fiscal Year 2014-2015 budget and will be shared by multiple divisions within the Public Works Department accounts.

**CONCLUSION:**

It is recommended that the City Council approve the Agreement and authorize the City Manager to execute the Agreement with the Judicial Council of California.

**ATTACHMENT:**

A. Contract No. 1771





**ATTACHMENT "A"**  
**CONTRACT NO. 1771**

**Judicial Council of California**  
**Administrative Office of the Courts**  
**Office of Real Estate and Facilities Management**  
**455 Golden Gate Avenue, San Francisco, CA 94102-3688**

Location of Premises: San Fernando Courthouse (#19-AC1)  
900 Third Street, San Fernando, CA 91340

Licensee: City of San Fernando Rooftop Radio Equipment

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**WIRELESS COMMUNICATIONS FACILITIES LICENSE AGREEMENT**

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This Wireless Communications Facilities License Agreement (the "**Agreement**") dated as of \_\_\_\_\_, 2014, is made by and between the Judicial Council of California, Administrative Office of the Courts, (the "**AOC**"), and the City of San Fernando, a California municipal corporation Tax I.D. #\_\_\_\_\_ (the "**Licensee**"). The AOC and Licensee may hereafter be collectively referred to as the "**Parties**" or individually as a "**Party**."

**RECITALS**

**A.** The County of Los Angeles is record owner of that certain parcel of property in the State of California, County of Los Angeles, City of San Fernando commonly known as 900 Third Street Fernando Boulevard (the "**Land**"), and the building located thereon commonly known as San Fernando Courthouse (AOC #19-AC1) as shown on the aerial photo attached hereto as **Exhibit "A"**; hereafter, the "**Building**"; hereafter, the Land and Building together may be referred to as the "**Real Property**").

**B.** The Real Property is occupied and used by the Superior Court of California, County of Los Angeles (the "**Court**"), and the County of Los Angeles ("**County**"), and managed by the AOC.

**C.** Licensee currently owns, operates and maintains communications facilities in and on the Building ( the "**Licensed Premises**") consisting of space on the rooftop of the Building as described and shown on the exhibits attached hereto as **Exhibit "B"**.

**D.** AOC and Licensee now desire to memorialize Licensee's rights to occupy and use the Licensed Premises.

NOW, THEREFORE, it is mutually agreed as follows:

## **AGREEMENT**

**1. Incorporation of Recitals.** The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference.

**2. Licensed Premises; Use of Licensed Premises.**

(a) **Grant of Rights.** Subject to the terms and conditions of this Agreement, the AOC hereby grants to Licensee the right to use the Licensed Premises for the sole purpose of accessing, installing, operating, maintaining, repairing and upgrading the Licensee Facility (defined below) as part of Licensee's wireless communications system for its own benefit and for no other purpose.

(b) **Limitations.** It is understood and agreed that Licensee, by the acceptance of this Agreement and the grant of rights herein, and by Licensee's use and occupancy of the Licensed Premises for the sole purpose set forth above and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the Licensed Premises, the Building, or any other part of the Real Property, and Licensee does not have nor will it ever obtain any right or claim to the continued use of the Licensed Premises or any other part of the Real Property beyond those specifically given in and by this Agreement.

**3. Licensee Facility.**

(a) **Licensee Facility Defined.** Subject at all times to the terms and conditions of this Agreement, Licensee will be permitted to operate, maintain, repair and upgrade on and at the Licensed Premises the equipment and fixtures including antennas necessary to operate its wireless communications system that is depicted and described and depicted on **Exhibits "B"** (the "**Licensee Facility**"). Placement of any other equipment on or about the Licensed Premises except pursuant to the terms and conditions of this Agreement below shall constitute an event of default under this Agreement.

(b) **Permits and Licenses.** Licensee will procure and maintain at its sole cost and expense all permits and licenses that are or may in the future become necessary or required for its operation of the Licensee Facility on the Licensed Premises including permits required for construction of an addition or modification of the Licensee Facility.

(c) **Construction Plans.** Prior to the commencement of construction or installation of any addition to or modification of the Licensee Facility, Licensee will submit to the AOC copies of all construction plans and proposed construction schedule for the Licensee Facility for the review and approval of the AOC. All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations on the Real Property. Construction will be authorized and may commence only upon receipt by Licensee of a written approval via letter or email from the AOC approving those construction plans and construction schedule. Within 60 days following completion of construction of any addition to or modification of the Licensee Facility, Licensee shall furnish to the AOC a complete set of "As-Built" plans in both hard copy and as an AutoCAD readable file.

(d) **Construction Management Fee.** Prior to the commencement of any construction project for which a permit is required under subsection (b) above, Licensee shall pay to the AOC a non-refundable fee in the amount of \$3,500 in order to compensate the AOC for the cost of: (i) the construction plan review required by subsection (b) above; (ii) permit applications if and to the extent the AOC is the permitting authority; (iii) inspection, testing and approvals required by subsection (e) below; and (iv) AOC provided escorts otherwise payable pursuant to section 8 and **Exhibits "C" and "D"** below.

(e) **Construction Activities.** Prior to the commencement of construction of any and all modifications to the Licensee Facility, and at all times thereafter, Licensee will (i) procure, maintain and comply with all permits, licenses variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Building is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Building; (ii) conform to and comply with all applicable laws, rules and regulations, including those of the Federal Communications Commission, all Hazardous Materials (defined below) requirements, all National Fire Protection Association Requirements, all marking and lighting requirements of the FAA, and the Occupational Safety and Health Administration; (iii) provide to AOC copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and all insurance required hereunder; (iv) comply with all screening or other covering requirements that AOC may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the Licensee Facility visible from the street level below and that are not otherwise required by the permitting jurisdiction and provided; and (v) comply with the other applicable terms and conditions contained herein including but not limited to the interference prohibitions set forth below. Licensee will contact AOC not less than 48 hours prior to commencement of any construction activities. All of the access restrictions and escort requirements set forth in section 8 below and **Exhibits "C" and "D"** apply to all construction activities. Licensee will at all times permit the AOC, its employees, agents, or contractors to inspect the Licensee Facility while in the course of construction to conduct any inspection, testing, and approval of the work. No construction materials or debris shall be stored in or on the Real Property without express prior written consent of the AOC. Upon completion of any construction work, Licensee shall entirely remove all material and debris related to such construction from the Real Property.

(f) **Replacement Equipment.** Notwithstanding the foregoing, like-kind or similar sized replacements of equipment and modifications made within the interior of any existing shelters or equipment cabinets will not require the prior written consent of AOC and will not require payment of the Construction Management Fee.

(g) **Mechanic' Liens.** Licensee shall pay, or cause to be paid, all costs for work to be done by it, on the Licensed Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Licensed Premises, Licensee shall cause the lien to be discharged of record within 10 days after Licensee receives written notice that such a lien has been filed. Licensee shall indemnify, defend and hold the AOC harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of liens or laborers or materialmen or others for work performed or materials or supplies furnished for Licensee or persons claiming under Licensee.

(h) **Emergency Contact Information.** The Licensee Facility will clearly display Licensee's emergency contact telephone number which can be used to contact Licensee in the event of an emergency 24 hours per day seven days per week.

#### 4. **Term.**

(a) The term of this Agreement will commence on \_\_\_\_\_ 1, 2014 ("**Commencement Date**") and end on \_\_\_\_\_, 20\_\_ ("**Original Term**"), subject to early termination, or any options to extend, if any, as set forth in this section.

(b) Licensee shall have the right to extend its rights under the Agreement beyond the Original Term for 4 additional successive optional extension terms of 5 years each on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Agreement (each, an "**Extension Term**") upon the giving of written notice thereof no less than 120 days prior to the end of the Original Term or Extension Term then ending, as the case may be.

(c) Notwithstanding the foregoing, either Party may terminate this Agreement upon the giving of 180 days prior written notice for any reason or for no reason.

#### 5. **License Fee.**

(a) Commencing on the Commencement Date, Licensee shall pay to the AOC a License Fee in the amount of \_\_\_\_\_ per month ("**License Fee**") payable in advance on the first day of each month. The License Fee for any fractional month at the beginning or end of the Original Term or Extension Term shall be prorated based on the actual number of days. All payments of the License Fee and any other payments due under this Agreement shall be made payable to The State of California, Administrative Office of the Courts, reference Building #19-AC1, and be mailed to:

Administrative Office of the Courts  
Attn: Fiscal Services Office  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

(b) The License Fee for an Extension Term will be adjusted on the date of the commencement of the Extension Term and on each successive anniversary thereafter by the amount equal to 3% of the then-current License Fee.

6. **Safety.** Licensee is responsible for initiating, maintaining and supervising all safety precautions and program in connection with the construction, installation and operation of the Licensee Facility and the Licensee Premises. The Licensee will take all necessary safety precautions, and provide protection to prevent damage, injury or loss to (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) Licensee's employees, agents or contractors, (iv) the AOC and its employees, agents and contractors, (v) the Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. At all times, the Licensee shall provide appropriate signage, warning of radio-

frequency energy, placed at the boundary within which federal, state or local guidelines have determined a health risk may be present.

**7. Utilities.** Licensee has been, and shall continue to be, connected to the Building's electrical utility system and receiving the electrical utility service required for operation of Licensee Facility through that system. AOC does not warrant or guarantee that emergency electrical power will be available for operation of Licensee's Facilities during a power outage. Notwithstanding any other provision of the Lease to the contrary, Licensee shall not have the option to connect directly to an authorized independent utility source separate from the AOC utility connection.

Licensee is responsible for reimbursing the AOC for the cost of all utility services provided to the Premises by the AOC. Licensee shall pay \$\_\_\_\_\_ per month in advance, as additional rent, which the Parties presently estimate to be the cost of utility service provided to the Licensed Premises and attributable to Licensee's use ("**Utility Charge**").

The Utility Charge is subject to adjustment by the AOC to reflect actual utility usage by Licensee and costs related thereto in excess of the Utility Charge. This adjustment will occur, if at all, based on the AOC's monitoring of Licensee's utility usage and the rate for such utility service currently paid by the AOC to the providing utility. Licensee will pay to the AOC any excess utility costs determined in this manner within 60 days after receipt of an invoice therefore including supporting documentation for that additional charge. Each invoice shall contain both the Property address and Licensee location number (#19-AC1).

Invoices for such use shall be sent or emailed to Licensee at the following address or email address:

City of San Fernando

Attention: \_\_\_\_\_

\_\_\_\_\_  
San Fernando, CA 91340

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

**8. Access.** Subject to the limitations set forth herein, the AOC hereby grants to Licensee for the duration of the term of this Agreement, or any extensions thereof, a non-exclusive right to use, in and over all areas necessary to provide physical access by Licensee personnel duly authorized and identified as set forth below from the nearest public right-of-way to or from the Licensed Premises for the permitted uses as set forth herein 24 hours a day, 7 days a week provided, however, that notwithstanding the foregoing, Licensee's route of access to the Licensed Premises through the Building is limited to only those areas depicted on the **Exhibit "C"** hereto (the "**Access Route**"). Licensee employees or contractors may not enter any non-public area of the Building including any non-public portion of the Real Property including the Access Route at any time including in response to an emergency without an AOC escort. All Licensee employees or contractors desiring to access the Licensed Premises for any purpose including all emergency and non-emergency service calls must follow the access procedures outlined in **Exhibit "D"** which procedures are subject to reasonable change by the AOC from

time to time. Licensee agrees to pay for such AOC escort for non-emergency and emergency service calls at the rates set forth in Exhibit "D" which rates are subject to change from time to time.

**9. Repairs and Maintenance; Rooftop Obligation.**

(a) **AOC Obligation.** The Licensed Premises is licensed to Licensee on an "as-is" basis and the AOC has no obligation whatsoever for maintenance or repair of the Licensed Premises during the Original Term or any Extension Term of this Agreement. The AOC has no obligation whatsoever to maintain, repair or replace all or any portion of the Licensee Facility.

(b) **Licensee's Maintenance Obligation.** Licensee will, at Licensee's sole expense maintain the Licensed Premises in a clean, safe and sanitary condition throughout the Original Term and any Extension Terms.

(c) **Licensee's Repair Obligation.** Licensee is liable for any damage caused to the Licensed Premises, Building or Real Property caused directly or indirectly by the installation, construction, maintenance, service, restoration, replacement, operation or removal of the Licensee Facility. Licensee must give the AOC notice of any such damage immediately upon discovery, and the AOC and Licensee will promptly meet and confer to determine who will actually perform the repair. The AOC may require that repair of any damage to the rooftop caused by Licensee, or the restoration of any rooftop penetration made by or for Licensee be made by the AOC's contractor at Licensee's sole cost and expense.

(d) **Licensee's Failure to Maintain.** If Licensee refuses or neglects to repair, replace, or maintain the Licensed Premises, or any part thereof in a manner reasonably satisfactory to the AOC, then the AOC shall have the right, but not the obligation, to make such repairs or perform such maintenance on behalf of and for the account of Licensee, upon the giving of reasonable prior written notice to Licensee of its election to do so. If the AOC makes or causes any repairs, or performs any maintenance pursuant to this section, Licensee shall reimburse the AOC for cost and expense thereof immediately upon presentation of an invoice with reasonable supporting documentation.

(e) **Rooftop.** In the event the AOC desires to repair or replace the roof of the Building at any time during the Original Term or any subsequent Extension Term, Licensee shall be responsible for any and all additional costs of the repair or replacement of the roof which are attributable to the presence of the Licensee Facility. Except in the event of an emergency, the AOC shall notify Licensee of the AOC's intent to make such repairs or replacements at least 60 days prior to the commencement of such work.

**10. Compliance with Laws.** Licensee warrants and represents that the Licensee Facility located on the Licensed Premises and Real Property and Licensee's construction, installation, operation, servicing and removal thereof complies in all respects with all applicable federal, state and local laws, covenants or restrictions of record, building codes, regulations, ordinances, orders and consent decrees including, but not limited to, all safety requirements, all Hazardous Materials requirements, all National Fire Protection Association Requirements, and all marking and lighting requirements of the FAA and FCC ("**Applicable Requirements**") and shall

continue to so comply at all times during the Original Term and any subsequent Extension Terms. If the Licensee Facility does not comply with this warranty, Licensee will, promptly after receipt of written notice setting forth the nature and extent of such non-compliance, rectify the same at Licensee's sole expense.

## **11. Hazardous Materials.**

(a) Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property provided, however, that Licensee may bring onto, and use on or about the Licensed Premises those kinds and amounts of Hazardous Materials typically required for operation of the Licensee Facility so long as Licensee: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state and local laws and regulations; (ii) identifies in writing to the AOC the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within 15 days after receipt of AOC's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by Licensee. Licensee will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend the AOC from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage or disposal of any Hazardous Materials by Licensee upon the Real Property.

(b) Licensee hereby acknowledges that the AOC has notified Licensee that the Licensed Premises, Building and Real Property may contain Hazardous Materials.

(c) In the event Hazardous Materials are encountered during the construction, installation, servicing or removal of the Licensee Facility, Licensee shall notify the AOC immediately for instructions. Licensee shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities provided, however, that Licensee shall not be liable for any fines, penalties or similar assessments that may be levied because of the presence of Hazardous Materials on the Real Property unless arising from Licensee's activities on the Real Property.

(d) Licensee agrees to protect, indemnify, defend (with counsel approved by the AOC) reimburse and hold the State Parties (defined below) harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, which may arise at any time from or in connection with the presence or suspected presence of Hazardous Material deposited by Licensee, its employees or agents anywhere in or on the Real Property that are not the result of activities of the AOC.

(e) As used in this section, "**Hazardous Material**" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

**12. Condition Upon Surrender.** Upon termination of this Agreement, Licensee shall, at its sole cost and expense remove all of the equipment and fixtures that comprise the Licensee Facility from the Licensed Premises, Building and Real Property and restore the Licensed Premises in as good order and condition as when first occupied by Licensee, reasonable wear and tear excepted. If Licensee fails to remove the Licensee Facility or restore the Licensed Premises as required by this section, the AOC may, at its option, upon the giving of 30 days prior written notice, remove and store the Licensee Facility, and restore the Licensed Premises, and Licensee must then reimburse the AOC for all cost and expense incurred in the removal and storage of the Licensee Facility and restoration within 30 days after receipt of an invoice for such cost and expense.

**13. Interference.** In no event shall Licensee's exercise of its rights under this Agreement interfere in any way with the use and operation of the Building and Real Property by the Court, County or AOC. Should the AOC determine that operation of the Licensee Facility is the cause of any interference with any of the Court's, County's or AOC's equipment located on or about the Real Property, the AOC shall notify Licensee in writing and Licensee shall immediately take all steps necessary to remedy or correct the problem to the reasonable satisfaction of the AOC and Court including the shut-down of the Licensee Facility. In the event Licensee fails to remedy or correct the interference problem within 48 hours after the AOC's delivery of written notification of the interference problem, then Licensee will temporarily shut-down the equipment causing the interference until such interference is eliminated; provided, however, Licensee may conduct intermittent testing of the Licensee Facility to determine whether the interference has been resolved. In the event that the Court, County or AOC install or operate antennas or other telecommunications equipment after the date of this Agreement that cause material interference with the operation of the Licensee Facility, Licensee and the AOC shall cooperate in order to eliminate such inference provided that any necessary equipment modifications shall be at the sole cost and expense of Licensee. In the event such interference cannot be reasonably eliminated, Licensee may immediately terminate the Agreement and recover any pre-paid but unearned License Fees. Neither the Court, the AOC, or the County shall be responsible for any damage, compensation or claim for inconvenience, loss of business, annoyance or any other form of damages arising out of Licensee's full or partial loss of use of the Licensed Premises pursuant to this section.

**14. Quiet Enjoyment.** If Licensee is not in breach under the terms and provisions of this Agreement, the AOC covenants that Licensee will have peaceful and quiet enjoyment of the Licensed Premises without hindrance on the part of the AOC.

**15. Indemnification.**

**(a) Licensee's Indemnification Obligation.** Licensee agrees to defend, indemnify and hold harmless the State Parties (defined below) from any and all liability caused by the negligent or wrongful act of the Licensee Parties (defined below) arising out of the performance of this Agreement, and to pay all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys' fees and costs. In addition, Licensee shall defend the State Parties against all causes of action, claims, or judgments relating to the presence or operation of Licensee Facility at the Licensed Premises and shall indemnify the State Parties from any and all liability, penalties, losses, damages, costs,



expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys' fees and costs alleged to have resulted from the presence or operation of Licensee Facility at the Licensed Premises.

**(b) Licensors' Indemnification Obligation.** State Parties agree to defend, indemnify and hold harmless Licensee Parties for any and all liability caused by the negligent or wrongful act of the State Parties arising out of the performance of this Agreement, and to pay all claims, damages, judgments, and any reasonable legal costs, adjuster fees and attorney fees related thereto.

**(c) Definition of "State Parties" and "Licensee Parties".** "State Parties" refers singularly and collectively to the State of California, the Judicial Council of California, the Administrative Office of the Courts, and the Superior Court of California, County of Los Angeles and the County of Los Angeles and their respective officers, judicial officers, agents and employees. "Licensee Parties" refers singularly and collectively to Licensee and its elected officials, officers, agents and employees.

**(d) Survival of Indemnification.** This section will survive the expiration or earlier termination of this Agreement until all claims against Licensee involving any of the indemnified matters are either concluded by the AOC or fully, finally, and absolutely barred by the applicable statutes of limitations.

**16. Insurance.** Licensee and any contractor or agent employed by Licensee at the Licensed Premises agrees at all times during the Original Term and during any Extension Term, to purchase and keep in force insurance policies of the type and with coverage amounts set forth in **Exhibit "E"**, which is attached to and made a part of this License.

**17. Damage and Destruction.**

**(a) Repair of Damage.** In the event the Licensed Premises or any portion of the Building necessary for Licensee's occupancy of the Licensed Premises are damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("**Casualty**"), within 30 days after the Casualty, the AOC will notify Licensee in writing (the "**Repair Notice**") of the estimated time, in the AOC's reasonable judgment, required for repair or restoration of the Licensed Premises (the "**Repair Period**"). If the Repair Period is no more than 180 days after the commencement of physical work and one year or less after the Casualty, the AOC will repair and restore the damaged portion of the Building including the Licensed Premises. Notwithstanding this section or any other provision of this Agreement, in no event shall the AOC have any obligation to repair, restore or remove temporarily or permanently all or any portion of the Licensee Facility, or to repair, restore or remove temporarily or permanently the Licensee Facility in order to repair or restore the Building including the Licensee Premises.

**(b) AOC's Option to Terminate.** If (i) the Repair Period exceeds 180 days after the commencement of physical work or one year after the Casualty, or (ii) the estimated repair cost, even if covered by insurance, exceeds 20% of the full replacement cost of the Building, then the AOC may elect either to terminate this Agreement or to repair and restore the damaged portion of the Building and shall so indicate in the Repair Notice.

(c) **Licensee's Option to Terminate.** If the Repair Period exceeds 180 days after the commencement of physical work or one year after the Casualty, Licensee may elect to terminate this Agreement as of the date of the Casualty by providing written notice to the AOC within 30 days after receiving the Repair Notice without payment of any early termination fee. If Licensee does not elect to terminate within this 30 day period, Licensee will be considered to have waived the option to terminate.

(d) **Damage Near End of Term.** Despite any other provisions of this section, if the Licensed Premises are destroyed or damaged by a Casualty that renders the Licensed Premises unusable that occurs during the last 6 months of the Initial Term, or the last 6 months of any optional Extension Term, the AOC and Licensee will each have the option to terminate this Agreement by giving written notice to the other within 30 days after the Casualty.

(e) **Effective Date of Termination; License Fee Apportionment.** If the AOC or Licensee elects to terminate this Agreement under this section in connection with a Casualty, this termination will be effective 30 days after delivery of notice of such election. Licensee is obligated to pay the License Fee, properly apportioned, up to the date of the Casualty. After the effective date of the termination, the AOC and Licensee will be discharged of all future obligations under this Agreement, except for those provisions that, by their terms survive the expiration or earlier termination of the Agreement.

(f) **Waiver of Statutory Provisions.** The provisions of this Agreement, including those in this section constitute an express agreement between the AOC and Licensee that applies in the event of any Casualty to the Real Property, and the Parties therefore, fully waive the provisions of any statute or regulation, for any rights or obligations concerning a Casualty including any possible application of California Civil Code sections 1932(2) and 1933(4).

**18. AOC's Relocation Right.** Upon the giving of not less than 270 days prior written notice (the "**Relocation Notice**"), the AOC may direct Licensee to relocate the Licensee Facility from the Licensed Premises to another mutually acceptable location on the Real Property in whole or in part at no cost to the AOC. If AOC and Licensee are unable to agree on a mutually acceptable relocation site within 180 days after the Relocation Notice, then Licensee may terminate the Agreement as of the date Licensee ceases operation of the Licensee Facility without payment of any early termination fee.

**19. Taxes, Assessments and Fees.**

(a) **Responsibility for Payment of Taxes and Assessments.** Licensee shall be solely responsible for payment of any taxes levied upon the Licensee Facility, or any other Licensee improvements, fixtures or personal property located on or about the Licensed Premises, to the extent that such taxes or assessments result in any way from the operation or presence of the Licensee Facility on the Real Property.

(b) **Possessory Interest Tax.** Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that Licensee is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Agreement. Licensee shall

have the right, with the cooperation of the AOC and at no cost to the AOC, to contest any such possessory interest taxes.

**20. Right of Entry.** The AOC shall have the right at all times to enter the Licensed Premises to inspect the Licensed Premises and determine if the use of the Licensed Premises including Licensee's equipment and fixtures conforms with the use authorized by this Agreement provided, however, that the AOC shall not alter, adjust, move, disrupt or otherwise affect the operation of the Licensee Facility, and provided further that the AOC will not enter or open any equipment cabinet except in the presence of a Licensee employee or contractor. In the event of an emergency which poses an immediate threat of substantial harm or damage to persons or property on the Real Property and which requires entry to the Licensed Premises, the AOC, its employees or agents will have the right, but not the obligation, to enter the Licensed Premises without escort or prior notice to Licensee and take such actions as are required to protect persons or property from the immediate threat of substantial harm or damage, and the AOC will notify Licensee within 48 hours after any such entry.

**21. Estoppel Certificate.** Within ten days after a written request by the AOC, Tenant shall execute and deliver to the AOC a statement in writing that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Licensee's statement, in form to be determined by the AOC, shall include other details requested by the AOC, such as the date to which rent and other charges are paid, the current ownership and name of Licensee, Licensee's knowledge concerning any outstanding defaults with respect to the AOC's obligations under this Agreement and the nature of such defaults if they are claims. Licensee's failure to deliver such statements within such time shall be conclusive upon Licensee that this Agreement is in full force and effect, except to the extent any modification has been represented by the AOC, and that there are no unsecured defaults in the AOC's performance, and that not more than one month's rent has been paid in advance.

**22. Building Rules and Regulations.** Licensee agrees to abide by any future Building rules and regulations which may be adopted by the AOC.

**23. Assignment.** This Agreement is personal to Licensee and may not be assigned, sub-licensed, or otherwise transferred or encumbered in all or in part.

**24. Default and Remedies.**

(a) **Default.** After expiration of the applicable grace period, any of the following will constitute an event of default by Licensee under this Agreement (an "**Event of Default**"):

(i) Licensee's failure to pay any amount in full when it is due under this Agreement following five days written notice to Licensee; or

(ii) Licensee's failure to comply with the notice requirements of sections 3(e) or the access restrictions of section 8 will be deemed an incurable event of default; or

(iii) Licensee's failure to observe or perform any other provision of this Agreement, or the breach of any of Licensee's representation or warranty hereunder, if such failure or breach continues for 30 days after written notice from the non-defaulting party of the

failure or breach specifying in reasonably sufficient detail the nature of the failure or breach; but if the default is such that it is capable of being cured, but cannot be completely cured within the 30 day period, the defaulting party will not have defaulted if such party begins to cure within the 30 day period and diligently performs the cure to completion.

(b) **Remedies.** Upon the occurrence of an event of default, the AOC shall have the right to terminate this Agreement by giving the other party written notice thereof in addition to any other rights or remedies available to the non-defaulting party at law or in equity.

**25. Authority.** Licensee represents and warrants that the individual executing this Lease on behalf of Licensee is duly authorized to do so

**26. Notices.** Every notice required by this Agreement shall be delivered either by (i) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail addressed to the Party for whom intended at the addresses given below. A Party may change its address by written notice to the other Party.

(a) **AOC's Notification Address.** Notwithstanding any provision to the contrary contained in this Agreement, all notices required or permitted to be given to the AOC under this Agreement will be addressed to the AOC as follows:

Administrative Office of the Courts  
Office of Real Estate and Facilities Management  
Attn: Portfolio Administration Analyst  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: 415-865-4068  
Fax: 415-865-7524

with a copy to: Administrative Office of the Courts  
Office of Real Estate and Facilities Management  
Attn: Manager, Real Estate  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: 415-865-4048

In addition, all notices relating to termination of the Agreement or an alleged breach or default by the AOC must also be sent to:

Administrative Office of the Courts  
Fiscal Services Office  
Attention: Senior Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: 415-865-4090  
Fax: 415-865-4326

All notices and correspondence to Licensee must reference the address of the Licensed Premises and the name of the entity occupying the Licensed Premises.

**(b) Licensee's Notification Address:**

City of San Fernando  
 Attention: \_\_\_\_\_  
 \_\_\_\_\_  
 San Fernando, California 91340

with a copy to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 San Fernando, California 91340

**27. Relocation Assistance Benefits.**

**(a) Licensee is hereby informed and acknowledges the following:**

(i) By entering into this Agreement and becoming a licensed user of the Licensed Premises, Licensee may become entitled to receipt of "relocation assistance benefits" ("**Relocation Benefits**") pursuant to the Federal Uniform Relocation Assistance Act (42 USC sections 4601 *et seq*) and/or the California Relocation Assistance Law (Cal. Gov. Code sections 7260 *et seq*) (collectively, the "**Relocation Statutes**"), should the AOC at some time make use of the Licensed Premises in such a way as to "displace" Licensee from the Licensed Premises. Pursuant to the Relocation Statutes, the AOC may then be obligated to make such payments to Licensee even where such displacement of Licensee does not otherwise constitute a breach or default by the AOC of its obligations hereunder.

(ii) Under the Relocation Statutes in effect as of the date of this Agreement, Relocation Benefits may include payment to such a "displaced person" of (A) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (B) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (C) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

**(b) Licensee's Waiver and Release of Relocation Benefits.** In consideration of the AOC's agreement to enter into this Agreement, Licensee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the AOC's assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by Licensee or any other entity, and releases the AOC from any liability for payment of such Relocation Benefits; provided, however, that Licensee does not waive its rights to Relocation Benefits to the extent that Licensee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the County of Los Angeles or any other public agency with respect to the Licensed Premises. Licensee shall in the future execute any

further documentation of the release and waiver provided hereby as the AOC may reasonably require.

## **28. Miscellaneous**

(a) **Waivers.** Any waiver of any right under this Agreement must be in writing and signed by the waiving party.

(b) **Binding on Successors.** The terms and conditions herein contained will apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

(c) **Severability.** The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

(d) **Attorneys' Fees.** The prevailing party in any litigation or other proceeding brought to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

(e) **Entire Agreement.** This Agreement is the entire understanding between the parties relating to the subjects it covers. Any agreement or representations respecting the Licensed Premises or their licensing by the AOC to Licensee not expressly set forth in this instrument are void.

(f) **Amendments.** This Agreement may be modified only in writing and only if signed by the parties at the time of the modification.

(g) **Choice of Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law rules. Any action brought to enforce any provision of this Agreement will be brought in the Superior Court of the State of California.

**Signature on Following Page**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement at the place and/or the dates specified below their respective signature.

APPROVED AS TO FORM:

Administrative Office of the Courts,  
Legal Services Office

By: \_\_\_\_\_  
Name: Charles R. Martel  
Title: Attorney  
Date: \_\_\_\_\_

**AOC: JUDICIAL COUNCIL OF  
CALIFORNIA, ADMINISTRATIVE  
OFFICE OF THE COURTS**

By: \_\_\_\_\_  
Name: Grant S. Walker  
Title: Senior Manager, Business Services  
Date: \_\_\_\_\_

**LICENSEE: CITY OF SAN FERNANDO,  
a California municipal corporation**

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

**EXHIBIT “A”**

**The Real Property**



**EXHIBIT “B”**

**Location and Description of Licensee Facility on Rooftop**

**EXHIBIT “C”**

**Access Route**

**[to be created and attached]**

## **EXHIBIT “D”**

### **Access Procedure**

All access requests will be coordinated by the AOC’s Customer Service Center (CSC).

To initiate a request for access, Licensee will:


1. Call the CSC at 888-225-3583; OR
2. Complete Part 1 of the AOC “Request for Building Access” form (copy attached with instruction) and e-mail to [csc@jud.ca.gov](mailto:csc@jud.ca.gov)

### **Non-Emergency Access Requests**

Access requests for regular, scheduled service or maintenance must be called in and e-mailed to the CSC, at least 72 hours in advance of the requested service date. Licensee will need to identify its approved representatives in advance. Permission to enter the Licensed Premises will be given to Licensee-approved representatives only, upon evidence of proper identification. Licensee's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without an AOC-designated or approved escort. Any work which would reasonably disrupt court operations in any way will need to be scheduled after hours. Upon entry to the Licensed Premises, Licensee will sign and date the AOC’s “Request for Building Access” form (see attached) when presented. Upon completion of the work, the AOC will bill Licensee for those costs incurred by the AOC identified below in providing the escort. Licensee will be expected to pay the invoice within 30 days following receipt. The AOC will charge, and Licensee agrees to pay for such AOC escort at the AOC’s standard hourly rate for any portion of any regular scheduled service call that occurs outside of regular Court business hours of 8AM -5PM Monday through Friday, Court holidays excepted. The current standard rate is \$150.00 per hour and is subject to adjustment at any time, upon 30 days’ prior written notice. Any missed appointment scheduled to begin outside of regular Court business hours will be charged as one hour of time at the standard rate.

### **Non-Scheduled Emergency Service Calls**

Access requests for emergency service or maintenance must be called in and e-mailed to the CSC. Emergency appointments will be coordinated by the CSC within two (2) hours after receipt of a request for access. Permission to enter the Licensed Premises will be given to Licensee-approved representatives only, upon evidence of proper identification. Licensee's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without an AOC-designated or approved escort. Any work which might disrupt court operations in any way will need to be scheduled outside Court business hours. Upon entry to the Licensed Premises, Licensee will sign and date the AOC’s “Request for Building Access” form (see attached) when presented. Upon completion of the work, the AOC will bill Licensee for those costs incurred by the AOC identified below in providing the escort. Licensee will be expected to pay the invoice within 30 days following receipt. The AOC will charge, and Licensee agrees to pay for such AOC escort at the AOC’s standard hourly rate for any portion of any service call that occurs outside of regular Court business hours of 8AM -5PM Monday through Friday, Court holidays excepted. The current standard rate is \$150.00 per hour and is subject to adjustment at any time without notice. Any missed appointment scheduled to begin outside of regular Court business hours will be charged as one hour of time at the standard rate.

Request for Building Access		 <b>ADMINISTRATIVE OFFICE OF THE COURTS</b> JUDICIAL AND COURT ADMINISTRATIVE SERVICES DIVISION OFFICE OF REAL ESTATE & FACILITIES MANAGEMENT		
Rev 7: 8-22-13 Please submit form to CSC@jud.ca.gov Please also call 888-225-3583				
<b>Section 1 - To be Completed by Lessee or Lessee's Representative (All fields in Section 1 must be filled in)</b>				
Check all that apply:	<b>Bldg. Access for routine maintenance / repair</b> <input type="checkbox"/>	<b>Site Modification / Plan Approval*</b> <input type="checkbox"/>	<b>Regular Hrs* (M-F 8am-5pm, excl. holidays/closures)</b> <input type="checkbox"/>	<b>After-Hrs/Weekends*</b> <input type="checkbox"/>
<b>Building Address:</b> (Street & City)				
Today's Date:				
Lessee/Cell Site Company Name:				
Cell Site Number (N/A if not applicable):				
Requestor's Name, Cell No. & E-mail:				
Name of Company Requesting Access:				
List below all personnel requiring access.				
<b>Scope of Work</b> Provide a <u>detailed</u> description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost.				
Estimated Project Cost: _____ Location: _____ Generational Upgrade: YES _____ NO _____ Battery Repair/Replace: YES _____ NO _____ Antenna Repair/Replace: YES _____ NO _____ Rack/Bay: YES _____ NO _____		<b>Description of Work:</b>           		
Requested Access Date(s)		Estimated Start & Stop Time(s)		
<b>Section 2 - To be completed by AOC's FMU (or FMU's Service Provider)</b>				
AOC Bldg. ID: _____		Service Work Order No. (SWO): _____		
Organization Providing Escort/Access:				
Total No. of Hours:				
Access Date(s)	Start Time(s)	Stop Time(s)		
<b>Carrier Signoff:</b>		<b>AOC Signoff:</b>		

**Administrative Office of the Courts (AOC) Instructions for requesting the following:**

- A. Building access and security escort to perform routine maintenance and repairs to cell site equipment located in the AOC's court buildings
- B. AOC-Approval / Permit for equipment modification, upgrade, expansion, etc. located in/on AOC court buildings

**A. STEPS FOR BUILDING ACCESS AND SECURITY ESCORT****1. Complete SECTION 1 of the AOC "Request for Building Access" form.**

This section **MUST** be completed in full or request form may be rejected.

**a. Check All that Apply:**

- Check the first box (shown in the picture below) for "Bldg. Access for routine maintenance / repair"
- Check the box for "Regular Hours" if access will begin and end on a weekday between 8:00 am and 5:00 pm, (holidays and other court closure days excluded)
- Check the box for "After-Hours/Weekends" if work will be done on a weekday between 5:01 pm and 7:59 am, or on the weekend, holidays, or other court closure days
- Check the boxes for BOTH Regular Hours and After-Hours if the start and end time for the work will span both.

Check all that apply:	Bldg. Access for routine maintenance / repair	Site Modification / Plan Approval	Regular Hrs (M-F 8am-5pm, excluding holidays/closures)	After-Hours/Weekends
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- b. **Building Address:** Complete the building address (street address and city) where the equipment is located
- c. **Today's Date:** Enter today's date, which is the request date
- d. **Lessee/Cell Site Company Name:** Enter the name of the company named as the Lessee on the Lease Agreement with the AOC, usually the company who owns and operates the cell site equipment (e.g., Verizon, T-Mobile, AT&T, Sprint, Cricket, etc.)
- e. **Cell Site Number:** Enter site identification number used by Lessee / Cell Site Company to identify their equipment.
- f. **Requester's Name, Cell Phone No. & E-mail:** Enter the name, cell phone number and e-mail address of the person submitting this form on behalf of the cell company.  
**NOTE: THE PERSON SUBMITTING THE FORM MUST BE AN APPROVED REPRESENTATIVE OF THE LESSEE / CELL SITE COMPANY. If you are not yet an approved representative, have someone from the Lessee / cell company contact the AOC Lease Administrator:**
  - Southern California: Kate Albertus, 415-865-4053 or [katherine.albertus@jud.ca.gov](mailto:katherine.albertus@jud.ca.gov)
  - Bay Area / North Coastal: Kathy Kunitake, 415-865-5334 or [Kathleen.kunitake@jud.ca.gov](mailto:Kathleen.kunitake@jud.ca.gov)
  - Central California / North Inland: Ed Peterson, 415-865-4068 or [edmund.peterson@jud.ca.gov](mailto:edmund.peterson@jud.ca.gov)
- g. **Name of Company Requesting Access:** If you are a subcontractor of the Lessee / Cell Site Company, enter the name of the subcontractor firm. If you are on staff with the Lessee / Cell Site company, enter the Lessee Name
- h. **List below all personnel requiring access:** Enter the names of those who will be accessing / working on the equipment.
- i. **Scope of Work:** Provide a detailed description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost:  
 --In left-hand side of this section, enter the estimated project cost, the location of the equipment within the building, and check either YES or NO for ALL ITEMS.  
 --In right-hand side of this section, enter a brief description of the work to be done.
- j. **Requested Access Dates:** Enter the date(s) you are requesting for access
- k. **Estimated Start and Stop Times:** Enter the start and end times you are requesting

2. **E-mail the form to the AOC's Customer Service Center (CSC) at:** [CSC@jud.ca.gov](mailto:CSC@jud.ca.gov)

**IMPORTANT:** After e-mailing the form, **ALSO CALL THE CSC at: 888-225-3583.**

The e-mail address and phone number are also listed at the top of the form.

- a. **Review of Form By CSC:** On the phone call, the CSC will review the request form to insure it is complete, and will ask for additional information or clarification if necessary. If the form is incomplete or the requester is not on the approved representative list for the cell carrier, the requester will be asked to resubmit the form and/or have the carrier add the requester's name to the approved list as noted above under paragraph A.1.f.
- b. **Emergency Access During Business Hours:** Procedures are the same as described above.
- c. **Emergency Access After Hours:** Procedures are the same as described above; however, the AOC's After Hours vendor will respond to calls and dispatch a technician to the site. The AOC will bill the cell carrier for the cost of providing after-hours access.
3. **Obtain confirmation:** Obtain confirmation from the AOC of the access date and time that you or your staff will meet the AOC Service Provider to provide security escort within the building
4. **Billing / Cost:** The AOC will require payment in accordance with the terms of the Lease agreement.

**B. AOC-APPROVAL AND/OR PERMIT FOR MODIFICATION, UPGRADE, EXPANSION OF CELL SITE EQUIPMENT LOCATED IN/ON AOC COURT BUILDINGS**

1. **Complete SECTION 1 of the AOC "Request for Building Access" form**

This section **MUST** be completed in full or request form may be rejected

a. **Check All that Apply:**

- Check the second box (shown n the picture below) for "Site Modification / Plan Approval"

Check all that apply:	Bldg. Access for routine maintenance / repair	Site Modification / Plan Approval	Regular Hrs (M-F 8am-5pm, excluding holidays/closures)	After-Hours/Weekends
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- b. **Building Address:** Complete the building address (street address and city) where the equipment is located
- c. **Today's Date:** Enter today's date, which is the request date
- d. **Lessee/Cell Site Company Name:** Enter the name of the company / firm named on the lease, usually the company who owns and operates the cell site equipment (e.g., Verizon, T-Mobile, AT&T, Sprint, Cricket, etc.)
- e. **Cell Site Number:** Enter site identification number used by Lessee / Cell Site Company to identify their equipment.
- f. **Requester's Name, Cell Phone No. & E-mail:** Enter the name, cell phone number and e-mail address of the person submitting this form on behalf of the cell company.  
**NOTE: THE PERSON SUBMITTING THE FORM MUST BE AN APPROVED REPRESENTATIVE OF THE LESSEE / CELL SITE COMPANY. If you are not yet an approved representative, have someone from the Lessee / cell site company contact the AOC Lease Administrator:**
  - Southern California: Kate Albertus, 415-865-4053 or [katherine.albertus@jud.ca.gov](mailto:katherine.albertus@jud.ca.gov)
  - Bay Area / North Coastal: Kathy Kunitake, 415-865-5334 or [kathleen.kunitake@jud.ca.gov](mailto:kathleen.kunitake@jud.ca.gov)
  - Central California / North Inland: Ed Peterson, 415-865-4068 or [edmund.peterson@jud.ca.gov](mailto:edmund.peterson@jud.ca.gov)
- g. **Name of Company Requesting Access:** If you are a subcontractor of the Lessee / Cell Site Company, enter the name of the subcontractor firm. If you are on staff with the Lessee / Cell Site company, enter the Lessee Name
- h. **List below all personnel requiring access:** Enter "N/A – Request for Plan Approval".
- i. **Scope of Work:** Provide a detailed description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost:  
 –In left-hand side of this section, enter the estimated project cost, the location of the equipment within the

building, and check either YES or NO for ALL ITEMS.

--In right-hand side of this section, enter a brief description of the work to be done.

j. Requested Access Dates: Enter "N/A – Request for Plan Approval"

k. Estimated Start and Stop Times: Enter "N/A – Request for Plan Approval"

**5. E-mail the form to the AOC's Customer Service Center (CSC) at: [CSC@jud.ca.gov](mailto:CSC@jud.ca.gov)**

**IMPORTANT:** After e-mailing the form, **ALSO CALL THE CSC at: 888-225-3583.**

The e-mail address and phone number are also listed at the top of the form.

a. MUST INCLUDE WITH YOUR E-MAIL: ALL PLANS AND ALL OTHER DOCUMENTATION DESCRIBING THE WORK TO BE COMPLETED.

**6. Confirmation / Approval:** After reviewing the plans and documentation submitted, the AOC Supervising Facilities Management Administrator will sign and e-mail to requestor the AOC's "Approval to Perform Cell Tower Equipment Upgrade or Modification" form (see Attachment A), or, if we require more information, our Facility Plant Engineer will contact you. THIS PROCESS MAY TAKE A NUMBER OF WEEKS.

**7. Billing / Cost:** The AOC will require payment in accordance with the terms of the Lease agreement.



## EXHIBIT “E”

### Insurance Requirements

#### *1. General Requirements.*

- A. During the period of time the Licensee occupies or uses space at or in the Licensed Premises, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated “A-VII” or higher by A. M. Best’s key rating guide, and are approved to do business in the State of California.
- B. Before commencement of its use, and within 10 days following the renewal of replacement of any of the required insurance, Licensee will provide the AOC with certificates of insurance, on forms acceptable to the AOC, as evidence that all required insurance is in full force and effect. The certificates of insurance will clearly indicate the following:
  - i. For the insurance provided under the terms of section 2.A and 2.B that the State of California (“**State**”), Judicial Council of California (“**Judicial Council**”), AOC, Superior Court of California - County of Los Angeles (“**Court**”) and the County of Los Angeles (“**County**”) including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this License.
  - ii. That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, AOC, Court or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
  - iii. The Certificates of Insurance shall be addressed as follows:

Administrative Office of the Courts  
Judicial Branch Capital Program Office  
455 Golden Gate Street  
San Francisco, CA 94102  
Attention: Maria Topete, Risk Quality and Compliance  
Fax: (415) 865-8885
  - iv. That the Licensee and its insurers providing the insurance contracts



being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, AOC, Court, or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises.

- v. The Licensee shall provide the AOC with 30 days advance notice if any of the required insurance is materially changed or cancelled during the term of this Agreement.
- vi. If self-insured for the coverage and limits of liability indicated in section 2 of this Exhibit "D", Licensee shall administer its self-insurance program in a commercially reasonable manner so as to ensure the availability of funds to cover losses required to be insured against by the Licensee under the terms of this Exhibit "E", Insurance Requirements, and shall provide evidence of financial responsibility for the requirements of this Exhibit "E" and the conditions of section 15 Indemnification.

## **2. *Insurance Requirements.***

Before the commencement of the use of the Licensed Premises authorized by the terms of this Agreement, Licensee will furnish or cause to be furnished to the AOC verification that the following insurance is in force:

- A. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than \$5,000,000 per occurrence, and a \$5,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not contain exclusion for loss resulting from explosion, collapse or underground hazards, or damage to, or loss of use of, the Building resulting from the installation or operation of the Licensee Facility. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- B. Commercial Automobile Liability. When an automobile is used in connection with the use of the Property, Automobile liability insurance with limits of not less than \$1,000,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor.

- C. Pollution Liability Insurance. Should Licensee may bring onto, and use on or about the Licensed Premises kinds and amounts of Hazardous Materials required for operation of the Licensee Facility, Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 per location annual aggregate. The policy shall include coverage for bodily injury and property damage liability and clean-up costs at the Licensed Premises, the Building and the Real Property.
- D. Workers Compensation. Statutory workers compensation insurance covering all employees engaged in work on the Licensee Facility, including special coverage extensions where necessary and employer's liability with limits of \$1,000,000 for each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease limit for each employee.
- E. Property Insurance. Property (Physical Damage) insurance covering loss or damage to all of the Licensee Facility including improvements, alterations , and additions to the Licensee Facility on or about the Licensed Premises by reason of damage or destruction from fire, windstorm, lightning, mechanical breakdown and those other perils insured under a form of all risk property or marine insurance policy, with limits of liability equal to the amount of the full replacement value of the Licensee Facility;



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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:** November 17, 2014

**Subject:** Consideration to Adopt a Resolution Authorizing the Application for Grant Funds from the California Department of Resources, Recycling and Recovery

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7656 (Attachment "A") authorizing the City of San Fernando to apply for grant funds from the California Department of Resources, Recycling and Recovery (Cal Recycle) for all available grants under the California Rubberized Pavement Grant Program for a period of five years, through November 17, 2019.

### BACKGROUND:

Cal Recycle offers grant opportunities for several programs that promote the reuse and recycling of commonly used products like used oil, hazardous waste, and tires. Staff recently identified an available program that promotes the use of recycled rubberized asphalt concrete for a variety of purposes including roadway rehabilitation projects, playground surfacing, and trail/track surfacing. The attached Resolution will authorize staff to apply for grant funds related to this program for a five-year period.

### ANALYSIS:

Public Resources Code Section 42872.5 authorizes Cal Recycle to award grants to local government agencies for public works projects that use Rubberized Asphalt Concrete (RAC). The Cal Recycle RAC grant program allows agencies the ability to apply for multiple projects within a grant cycle and subsequent cycles. The use of RAC will help promote the use of recyclable materials and take a proactive step towards greater environmental responsibility. Grant funds are eligible to be used to offset the incremental costs associated with using RAC as opposed to conventional asphalt concrete.

**Consideration to Adopt a Resolution Authorizing The Application for Grant Funds from the California Department of Resources, Recycling and Recovery**Page 2 of 2

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Approval of this Resolution will allow the City to apply for both competitive and block grant funds through Cal Recycle through Fiscal Year (FY) 2019-20. The Resolution authorizes the City Manager or designee to execute any grant agreements or payment requests.

The selection of the locations to be repaved will be developed from the City's most recent Pavement Management System report. This report evaluates roadway conditions in the City and develops a ranking system for needed repairs. The report also provides a preliminary long-term capital improvement plan strategy for future roadway resurfacing projects. Please see the attached summary for more information (Attachment "B").

In addition, if the City is approved for grant funding, some segments may be changed from the recommended resurfacing plan. Changes to this list may be made for several reasons, including schedule conflicts with other planned utility projects (gas, water or sewer line replacement), budget constraints, or other unforeseen circumstances. As planned, grant award notifications will be sent in early spring and resurfacing work would commence in late spring/early summer. In any case, a finalized list of street resurfacing locations will be reviewed with the City Council prior to construction.

**BUDGET IMPACT:**

A maximum grant award of \$250,000 is available per applicant. Matching fund requirements range from 0 to 30% (approximately \$75,000) depending on past program participation. In any case, matching monies are currently funded in the City's approved FY 2014-15 Budget for this purpose. The City currently has resurfacing projects budgeted using several transportation funds, including Proposition C (Fund 008), Gas Tax (Fund 011), Measure R (Fund 012), and the Pavement Fund (Fund 050).

**CONCLUSION:**

It is recommended that the City Council approve the proposed Resolution to allow staff to apply for available grant funds to upgrade our local roadways.

**ATTACHMENTS:**

- A. Resolution No. 7656
- B. Pavement Management Plan Condition Assessment and Improvement Recommendations

**ATTACHMENT "A"****RESOLUTION NO. 7656****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AUTHORIZING SUBMITTAL  
OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR  
WHICH THE CITY OF SAN FERNANDO IS ELIGIBLE**

**WHEREAS**, Public Resources Code sections 40000 et seq. authorize the Department of Resources, Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

**SECTION 1.** The City Council of the City of San Fernando authorizes the submittal of application(s) to CalRecycle for all grants for which the City of San Fernando is eligible.

**SECTION 2.** The City Manager, or his designee is hereby authorized and empowered to execute in the name of the City of San Fernando all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

**SECTION 3.** These authorizations are effective for five (5) years from the date of adoption of this resolution.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of November, 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 17<sup>th</sup> day of November, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

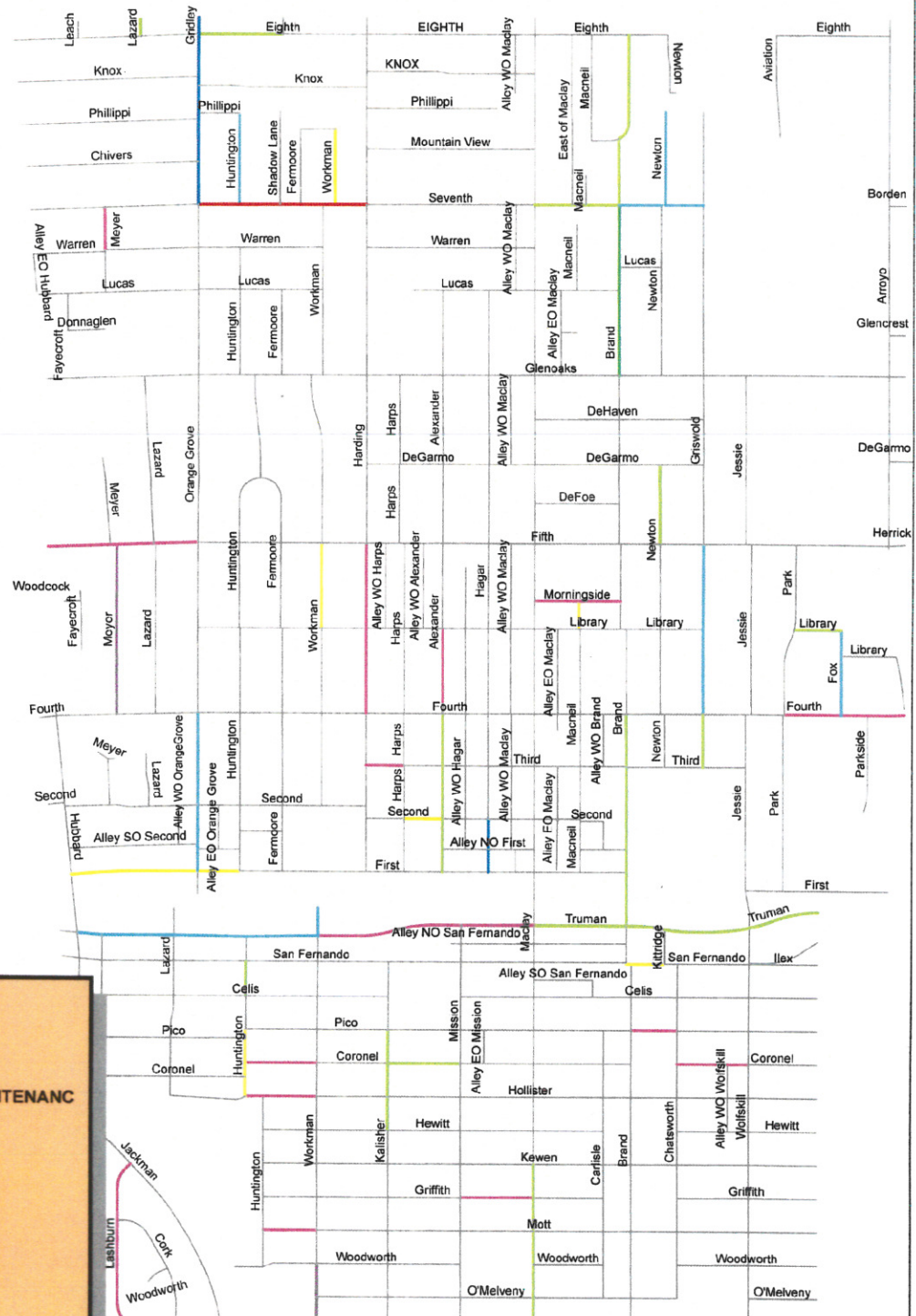
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Elena G. Chávez, City Clerk



ATTACHMENT "B"

# City of San Fernando Current Budget Map 2014 - 2019



## Legend

### centerline\data

<all other values>

### current.YEAR, current.MAINTENANC

2014-2015, slurry seal

2014-2015, thin overla

2015-2016, slurry seal

2015-2016, thin overla

2016-2017, thin overla

2017-2018, slurry seal

2017-2018, thin overla

2018-2019, reconstruct

# Current Budget 5 Year Plan

Name	Sec	From	To	Lanes	Length	Width	Area	Edge	Sur	PCI	maintenance	Cost	PCI After
<b>2014-2015</b>													
ALEXANDER STREET	5	S/S FOURTH ST	N/S FIRST ST	2	1,200	33	39,600	C&G	AC	66	slurry seal	\$ 19,008.00	76
BRAND BOULEVARD	2	S/S SEVENTH ST	N/S GLENOAKS BL	2	1,275	35	44,625	CUR	AC	52	thin overlay	\$ 113,347.50	100
BRAND BOULEVARD	1	S/S EIGHTH ST	N/S SEVENTH ST	2	1,315	33	43,395	C&G	AC	83	slurry seal	\$ 20,829.60	93
BRAND BOULEVARD	4	S/S FOURTH ST	N/S TRUMAN ST	4	1,600	53	83,800	C&G	AC	67	slurry seal	\$ 40,224.00	77
CORONEL STREET	4	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17,325	C&G	AC	63	slurry seal	\$ 8,316.00	73
EIGHTH STREET	5	E/S FERNMONT ST	E/S ORANGE GROVE AVE	2	665	33	21,945	C&G	AC	63	slurry seal	\$ 10,533.60	73
GRISWOLD AVENUE	1	N/S THIRD ST	S/S FOURTH ST	2	385	33	12,705	CUR	AC	66	slurry seal	\$ 6,098.40	76
HUNTINGTON STREET	4	N/S CELIS ST	S/S SAN FERNANDO RD	2	220	37	8,140	C&G	AC	67	slurry seal	\$ 3,907.20	77
KALISHER STREET	4	S/S HEWITT ST	S/S PICO ST	2	780	33	25,740	C&G	AC	63	slurry seal	\$ 12,355.20	73
LIBRARY STREET	10	E/S PARK ST	W/S FOX ST	2	325	39	12,675	C&G	AC	66	slurry seal	\$ 6,084.00	76
MACLAY STREET	9	N/S KEWEN ST	CITY LIMITS SOUTH	2	1,230	35	43,050	C&G	AC	64	slurry seal	\$ 20,664.00	74
NEWTON STREET	4	S/S DE GARMO ST	N/S FIFTH ST	2	590	33	19,470	CUR	AC	66	slurry seal	\$ 9,345.60	76
SEVENTH STREET	2	E/S BRAND BL	E/S MACLAY AVE	2	650	33	21,450	C&G	AC	62	slurry seal	\$ 10,296.00	72
TRUMAN STREET	3	E/S MACLAY AVE	W/S FOX ST	5	2,210	60	132,600	C&G	AC	67	slurry seal	\$ 63,648.00	77
												\$ 344,657.10	

# Current Budget 5 Year Plan

Name	Sec	From	To	Lanes	Length	Width	Area	Edge	Sur	PCI	maintenance	Cost	PCI After
<b>2015-2016</b>													
BRAND BOULEVARD	4	S/S FOURTH ST	N/S TRUMAN ST	4	1,600	53	83,800	C&G	AC	67	slurry seal	\$ 40,224.00	77
FOX STREET	1	N/S FOURTH ST	N/S LIBRARY ST	2	660	39	25,740	C&G	AC	68	slurry seal	\$ 12,355.20	78
GRISWOLD AVENUE	2	N/S FOURTH ST	S/S FIFTH ST		1,280	33	42,240		AC	69	slurry seal	\$ 20,275.20	79
HAGAR STREET	1	N/S FIRST ST	S/S SECOND ST	2	385	36	13,860	CUR	AC	47	thin overlay	\$ 35,204.40	100
HUNTINGTON STREET	4	N/S CELIS ST	S/S SAN FERNANDO RD	2	220	37	8,140	C&G	AC	67	slurry seal	\$ 3,907.20	77
HUNTINGTON STREET	13	N/S SEVENTH ST	N/S PHILLIPPI ST	2	700	35	24,500	C&G	AC	68	slurry seal	\$ 11,760.00	78
NEWTON STREET	2	N/S SEVENTH ST	END	2	700	27	18,900	C&G	AC	68	slurry seal	\$ 9,072.00	78
ORANGE GROVE AVENUE	1	NORTH CITY LIMIT	N/S SEVENTH ST	2	1,430	35	50,050	C&G	AC	48	thin overlay	\$ 127,127.00	100
ORANGE GROVE AVENUE	5	S/S FOURTH ST	N/S FIRST ST	2	1,195	35	41,825	CUR	AC	67	slurry seal	\$ 20,076.00	77
SEVENTH STREET	1	W/S GRISWOLD AVE	E/S BRAND BL	2	625	33	20,625	C&G	AC	68	slurry seal	\$ 9,900.00	78
TRUMAN STREET	1	E/S HUBBARD AVE	W/S WORKMAN ST	4	1,850	60	111,000	C&G	AC	68	slurry seal	\$ 53,280.00	78
WORKMAN STREET	6	N/S TRUMAN ST	END	2	185	36	6,660	C&G	AC	68	slurry seal	\$ 3,196.80	78
												\$ 346,377.80	

# Current Budget 5 Year Plan

Name	Sec	From	To	Lanes	Length	Width	Area	Edge	Sur	PCI	maintenance	Cost	PCI After
<b>2016-2017</b>													
FIRST STREET	4	E/S HUNTINGTON ST	E/S HUBBARD AVE	2	1,305	40	52,200	CUR	AC	42	thin overlay	\$ 132,588.00	100
HUNTINGTON STREET	2	N/S HOLLISTER ST	N/S PICO ST	2	450	36	16,200	C&G	AC	41	thin overlay	\$ 41,148.00	100
MACNEIL STREET	7	N/S LIBRARY ST	S/S MORNINGSIDE CT	2	170	27	4,590	C&G	AC	38	thin overlay	\$ 11,658.60	100
SAN FERNANDO ROAD	5	E/S BRAND BL	W/S KITTRIDGE ST	2	205	47	9,635	C&G	AC	40	thin overlay	\$ 24,472.90	100
SECOND STREET	5	E/S HARPS ST	W/S ALEXANDER ST	2	270	33	8,910	C&G	AC	37	thin overlay	\$ 22,631.40	100
WORKMAN STREET	9	N/S LIBRARY ST	S/S FIFTH ST	2	625	35	21,875	CUR	PCC	40	thin overlay	\$ 55,562.50	100
WORKMAN STREET	12	N/S SEVENTH ST	N/S FERMOORE DR	2	605	35	21,175	CUR	AC	44	thin overlay	\$ 53,784.50	100
												\$ 341,845.90	
<b>2017-2018</b>													
ALEXANDER STREET	4	S/S LIBRARY ST	N/S FOURTH ST	2	630	33	20,790	CUR	AC	72	slurry seal	\$ 9,979.20	82
CORONEL STREET	2	E/S HUNTINGTON ST	W/S WORKMAN ST	2	525	33	17,325	C&G	AC	71	slurry seal	\$ 8,316.00	81
CORONEL STREET	7	E/S CHATWORTH DR	W/S WOLFSKILL ST	2	520	33	17,160	C&G	AC	73	slurry seal	\$ 8,236.80	83
FIFTH STREET	1	E/S HUBBARD ST	E/S ORANGE GROVE AVE	2	1,225	31	37,975	C&G	AC	74	slurry seal	\$ 18,228.00	84
FOURTH STREET	1	CITY LIMITS EAST	E/S PARK AVE	2	925	40	37,000	C&G	AC	71	slurry seal	\$ 17,760.00	81

# Current Budget

## 5 Year Plan

Name	Sec	From	To	Lanes	Length	Width	Area	Edge	Sur	PCI	maintenance	Cost	PCI After
GRIFFITH STREET	4	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	525	33	17,325	C&G	AC	71	slurry seal	\$ 8,316.00	81
HARDING STREET	5	S/S FIFTH ST	N/S FOURTH ST	2	1,285	37	47,545	C&G	AC	76	slurry seal	\$ 22,821.60	86
HOLLISTER STREET	9	W/S WORKMAN ST	E/S HUNTINGTON ST	2	520	33	17,160	C&G	AC	71	slurry seal	\$ 8,236.80	81
LASHBURN STREET	1	S/S JACKMAN AE	N/S PEARWOOD AVE	2	1,225	27	33,075	C&G	AC	73	slurry seal	\$ 15,876.00	83
MEYER STREET	4	S/S FIFTH ST	N/S FOURTH ST	2	1,285	35	44,975	CUR	AC	31	thin overlay	\$ 114,236.50	100
MEYER STREET	1	S/S SEVENTH ST	S/S WARREN ST	2	345	33	11,385	C&G	AC	71	slurry seal	\$ 5,464.80	81
MORNINGSIDE COURT	1	E/S MACLAY AVE	W/S BRAND BL	2	625	30	20,150	C&G	AC	74	slurry seal	\$ 9,672.00	84
MOTT STREET	1	E/S HUNTINGTON ST	W/S WORKMAN ST	2	385	35	13,475	C&G	AC	72	slurry seal	\$ 6,468.00	82
PICO STREET	7	E/S BRAND BL	W/S CHATSWORTH DR	2	295	37	10,915	C&G	AC	72	slurry seal	\$ 5,239.20	82
THIRD STREET	1	E/S HARDING AVE	W/S HARPS ST	2	265	33	8,745	C&G	AC	72	slurry seal	\$ 4,197.60	82
TRUMAN STREET	2	W/S WORKMAN ST	E/S MACLAY AVE	5	1,755	60	105,300	C&G	AC	70	slurry seal	\$ 50,544.00	80
WORKMAN STREET	1	CITY LIMITS SOUTH	S/S WOODWORTH ST	2	410	32	13,120	C&G	AC	31	thin overlay	\$ 33,324.80	100
												\$ 346,917.30	

# Current Budget 5 Year Plan

Name	Sec	From	To	Lanes	Length	Width	Area	Edge	Sur	PCI	maintenance	Cost	PCI After
<b>2018-2019</b>													
SEVENTH STREET	4	E/S HARDING AVE	E/S ORANGE GROVE AVE	2	1,285	36	46,260	C&G	AC	22	reconstruction	\$ 334,922.40	100
												\$ 334,922.40	



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** November 17, 2014

**Subject:** Consideration to Approve an Amendment to the Memorandum of Understanding between the City and the San Fernando Police Civilian Association

### RECOMMENDATION:

It is recommended that the City Council approve an Amendment (Attachment "A" – Contract No. 1685(d)) to the Memorandum of Understanding (MOU) between the City and the San Fernando Police Civilian Association (SFPCA)/SEIU, Local 721, and authorize the City Manager to execute said amendment.

### BACKGROUND:

1. On October 8, 2009, the City Council approved an MOU (Contract No. 1624) with the San Fernando Public Employees' Association (SFPEA), which also included the current members of the San Fernando Police Civilian Association (SFPCA), from July 1, 2009 through June 30, 2012.
2. On December 20, 2010, SFPCA members became formally recognized as a separate bargaining unit from SFPEA. However, the City affirmed that Contract No. 1624 between the City and SFPEA shall remain binding on all parties (SFPEA and SFPCA) until June 30, 2012.
3. On September 17, 2012, the City Council approved a two-year extension of the MOU (Contract No. 1685) with SFPCA from July 1, 2012 through June 30, 2014; and a Side Letter Agreement (Contract No. 1685(a)) with the SFPCA regarding active employee and retiree medical insurance.
4. On July 1, 2013, the City Council approved a Side Letter Agreement (Contract No. 1685(b)) with SFPCA implementing furloughs and other concessions for Fiscal Year 2013-2014.
5. On August 18, 2014, the City Council approved a Side Letter Agreement (Contract No. 1685(c)) with SFPCA amending and extending the terms and provisions of their MOU through June 30, 2015, and addressing shift differential issues.

**Consideration to Approve an Amendment to the Memorandum of Understanding between the City and the San Fernando Police Civilian Association**Page 2 of 2

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**ANALYSIS:**

Recently, a scheduling issue was raised by Police Department management staff regarding a provision in the recently approved Side Letter of Agreement with SFPCA related to bargaining unit employees being provided at least 7½ hours of rest between work shifts. Under normal circumstances, this would not be a problem but there are times when employees call in sick or are out for other reasons that could require that an employee be asked to stay for a few extra hours until a relief shift arrives.

The amendment is simple. It would remove the word “shall” and replace it with “may” in the fourth paragraph of Article 9.01 of the MOU (see below):

“Bargaining unit employees ~~shall~~ **may** be allowed at least 7½ hours of rest between work shifts as previously stated in the San Fernando Police Department’s policies and procedures. At times, a bargaining unit member may be asked to work beyond their normal scheduled working hours to cover another bargaining unit member’s work shift (sick callout, emergent incident, etc.). When this occurs, the bargaining unit member may not be allowed 7½ hours rest time off between work shifts. The on-duty Supervisor will make every attempt to find another bargaining unit member (who has been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member (who has already worked a complete shift prior) to hold over and cover a portion of the following work shift. The purpose of this is not to exceed 18 consecutive work hours for any bargaining unit member.”

This change has been vetted and approved by SFPCA.

**BUDGET IMPACT:**

There is no financial impact with this action.

**CONCLUSION:**

It is recommended that the City Council approve this Amendment to the Side Letter of Agreement with SFPCA, and authorize the City Manager to execute said Amendment.

**ATTACHMENT:**

A. Contract No. 1685(d)

**ATTACHMENT "A"**  
**CONTRACT NO. 1685(d)**

**AMENDMENT TO THE SIDE LETTER OF AGREEMENT  
BETWEEN THE CITY OF SAN FERNANDO AND  
THE SAN FERNANDO POLICE CIVILIAN ASSOCIATION/  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721**

**WHEREAS**, the City of San Fernando ("City") and the San Fernando Police Civilian Association ("SFPCA")/SEIU, Local 721 have agreed to a Side Letter of Agreement approving an Amendment and Extension to the Memorandum of Understanding ("MOU") covering the period of July 1, 2014 through June 30, 2015; and

**WHEREAS**, City and SFPCA met and conferred on October 30, 2014 concerning an Amendment to a Section of Article 9.01 in the MOU, and reached agreement thereon.

**NOW, THEREFORE, THE PARTIES** do hereby agree as follows:

1. Article 9.01 of the MOU is hereby amended to read as follows:

**9.01 - Modified Work Schedule**

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. However, City Hall business hours shall be expanded as follows: 7:30 a.m. – 5:30 p.m. (Monday – Thursday), and 8:00 a.m. – 5:00 p.m. (every other Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule above consistent with City Hall. The City shall agree to formalize the 3/12 work schedule for Police Desk Officers, and provide at least 30 days prior notification in the event it proposes to change the compressed work week schedule.

The parties agree to remove provisions in the 2<sup>nd</sup> paragraph of this Article that begins with "the 3/12 and 4/12 work week schedule..." and ends with "...consecutive days off."

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks required by state law, and a 30 minute lunch break into one (1) hour and 15 minute lunch break within the first five and one-half (5½ hours) from the beginning of their work shift. If a Police Desk Officer works an eight-hour day, he/she is entitled to only two (2) fifteen minute breaks, plus a 30 minute lunch break.

Bargaining unit employees **may** be allowed at least 7½ hours of rest between work shifts as previously stated in the San Fernando Police Department's policies and procedures. At times, a bargaining unit member may be asked to work beyond their normal scheduled working hours to cover another bargaining unit member's work shift (sick callout, emergent incident, etc.). When this occurs, the bargaining unit member may not be allowed 7½ hours rest time off between work shifts. The on-duty Supervisor will make

every attempt to find another bargaining unit member (who has been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member (who has already worked a complete shift prior) to hold over and cover a portion of the following work shift. The purpose of this is not to exceed 18 consecutive work hours for any bargaining unit member.

2. Unless otherwise amended by the parties in writing, all other provisions of the MOU shall remain unchanged and in full force and effect.

Dated: November 17, 2014

Signatures:

**CITY OF SAN FERNANDO**

**SAN FERNANDO POLICE  
CIVILIAN ASSOCIATION (SFPCA)**

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By: BRIAN SAEKI, City Manager

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By: JAMES VANICEK, President



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** November 17, 2014

**Subject:** Consideration to Approve a Letter of Support Regarding Renaming the Metro North Hollywood Station After Los Angeles County Supervisor Zev Yaroslavsky

**RECOMMENDATION:**

It is recommended that the City Council approve a letter of support (Attachment "A") recommending the Metro North Hollywood Station be named after Los Angeles County Supervisor Zev Yaroslavsky.

**BUDGET IMPACT:**

There is no financial impact approving the letter of support.

**ATTACHMENT:**

A. Letter of Support



# THE CITY OF SAN FERNANDO

ATTACHMENT "A"

CITY COUNCIL

November 17, 2014

MAYOR  
SYLVIA BALLINLilian De Loza-Gutierrez  
San Fernando Valley Area DeputyMAYOR PRO TEM  
ROBERT C. GONZALESMetro  
One Gateway Plaza, Mail Stop 99-13-1  
Los Angeles, CA 90013COUNCILMEMBER  
JESSE H. AVILACOUNCILMEMBER  
JOEL FAJARDO

SUBJECT: Proposed Renaming of the Redline's North Hollywood Station to the North Hollywood/Zev Yaroslavsky Station

COUNCILMEMBER  
ANTONIO LOPEZ

Dear Ms. De Loza-Gutierrez:

It is with great pleasure that the San Fernando City Council offers its support of the proposed renaming of the Red Line's North Hollywood Station to the North Hollywood/Zev Yaroslavsky Station.

Zev Yaroslavsky has served on the Los Angeles County Board of Supervisors since 1994, and is now serving his fifth term as the Board's Third District representative. Due to term limits, he will leave office at the close of 2014. During his tenure, Supervisor Yaroslavsky was the driving force behind the hugely successful Orange Line busway across the San Fernando Valley, which opened in 2005 to record ridership and he pushed hard for creation of the new light rail Expo Line, which, when completed by 2015, will travel to Santa Monica from Downtown Los Angeles (the current terminus is in Culver City). At the same time, Supervisor Yaroslavsky, a member of the Metro Board of Directors, is leading the drive to bring a subway—the Purple Line—to the Westside.

For 20 years Supervisor Yaroslavsky has served the Los Angeles County with compassion, dedication and dignity. As such, the San Fernando City Council offers its full support of the proposed renaming of the Red Line's North Hollywood Station to the North Hollywood/Zev Yaroslavsky Station.

Sincerely,

Sylvia Ballin  
MayorRobert C. Gonzales  
Mayor Pro Tem117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

(818) 898-1207

Antonio Lopez  
CouncilmemberJesse H. Avila  
CouncilmemberJoel Fajardo  
Councilmember

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** November 17, 2014

**Subject:** 2014 Holiday Season Events and Activities

### RECOMMENDATION:

It is recommended that the City Council receive and file this report.

### BACKGROUND/ANALYSIS:

November and December are always very busy times in the City of San Fernando. This report is intended to provide the City Council with a calendar of events during those months.

#### Upcoming Events/Activities:

- November 16, 2014 through November 18, 2014 – Las Palmas Senior Club Trip to Las Vegas
- November 19, 2014 – Community Workshop for the Transit Oriented Development (TOD) Overlay Zone Project; Recreation Park; 6 pm to 7:30 pm
- November 22, 2014 – Las Palmas Senior Club Thanksgiving Dance; Las Palmas Park; 5 pm to Midnight
- November 25, 2014 – Elderly Nutrition Program Thanksgiving Celebration; Las Palmas Park; 10 am to 1 pm
- November 27, 2014 and November 28, 2014 – Thanksgiving and Day After (City Hall and Community Center Closure)
- December 1, 2014 – Distribution of 2015 Business License Renewals
- December 1, 2014 – Public Hearing for City 's Annual Allocation of Community Development Block Grant (CDBG) Funds presented to City Council for consideration
- December 2, 2014 – Las Palmas Senior Club Trip to Viejas Casino; 7 am to 6 pm
- December 6, 2014 – Help-Portrait Event; Las Palmas Park; 9 am to 4 pm
- December 7, 2014 – Las Palmas Senior Club Meeting; Las Palmas Park; 1:30 pm to 4 pm
- December 11, 2014 – Holiday Tree Lighting; Brand Boulevard; 6 pm to 9 pm
- December 12, 2014 (regular City Hall Closure)
- December 13, 2014 – Disney on Ice Trip; 9 am to 6 pm

**2014 Holiday Season Events and Activities**Page 2 of 2

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- December 18, 2014 – Las Palmas Senior Club Christmas Dance; Odyssey Restaurant; 5 pm to Midnight
- December 25, 2014 – Christmas (City Hall and Community Centers Closure)
- December 26, 2014 (regular City Hall Closure)
- December 29, 2014 – Processing of payroll changes; excess sick leave payouts will be processed
- December 31, 2014 – Las Palmas Senior Club New Year's Eve Dance; Las Palmas Park; 8 pm to 1 am
- January 1, 2015 – New Year's Day (City Hall and Community Centers Closure)

Finally, it is proposed that City Hall, Recreation and Community Services, and Public Works facilities close between December 26, 2014 through January 2, 2015. Essential functions such as the Police Department, graffiti removal, emergency Public Works call-outs, etc. would remain operational. This is the time of the year where there is very little activity at City Hall, Recreation and Community Services, and Public Works. It is not mandatory, but if employees choose to take the time off, they would have to use their own personal leave accruals (not sick leave). If an employee chooses to work during this time, they are free to do so. In fact, our payroll employees will have to work at least 1.5 days to complete payroll for that pay period.

**BUDGET IMPACT:**

There is no impact to the budget by receiving and filing this report.