

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of San Fernando, California, for furnishing the following:

Density Bonus and Accessory Dwelling Unit Ordinance Updates

In strict accordance with the Specifications on file in the office of the SAN FERNANDO COMMUNITY DEVELOPMENT DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <http://ci.san-fernando.ca.us/rfps-rfqs-nibs/>

Required original and electronic copies of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00 p.m. on Tuesday, February 28, 2017**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.



By: _____
FEDERICO "FRED" RAMIREZ
COMMUNITY DEVELOPMENT DIRECTOR



Request For Proposals (RFP)

Density Bonus and Accessory Dwelling Unit Ordinance Updates

ISSUE DATE:
February 2, 2017

PROPOSALS DUE

February 28, 2017 @ 5:00 p.m.

PROPOSAL SUBMITTAL

1 Unbound Original Hardcopy
3 Hardcopies
1 Electronic Copy

DELIVERY ADDRESS

City of San Fernando
c/o Community Development
Department
117 Macneil St.
San Fernando, CA 91340
Attn: Community Development
Director

QUESTIONS

Humberto Quintana,
Associate Planner

REQUEST FOR PROPOSALS: Density Bonus and Accessory Dwelling Unit Ordinance Updates
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SECTION 1. INTRODUCTION

The Community Development Department of the City of San Fernando is requesting proposals for professional planning services from qualified consultants to prepare an update to the City's Zoning Ordinance in order to address changes in State law related to Density Bonus and Accessory Dwelling Unit regulations that took effect on or before January 1, 2017. The selected consultant will review and update the city's existing Zoning Ordinance. Specifically, the code update would amend Division 15 (Density Bonus) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code and City Code Section 106-6 (Definitions), and Sections 106-358 et seq. and 106-359 related to Second Unit Regulations. The proposed amendments to the City's Zoning Ordinance are intended to ensure the City's compliance with the following State Laws:

New Density Bonus:

- AB 2501 (Bloom)
- AB 2556 (Nazarian)
- AB 2442 (Holden)
- AB 1934 (Santiago)

New Accessory Dwelling Unit bills:

- SB 1069 (Wieckowski)
- AB 2299 (Bloom)

Additionally, as an addendum to the RFP submittal, the City is seeking an estimated cost to prepare regulations to potentially implement the new "Junior Accessory Dwelling Units" as provided for in Assembly Bill 2406 (Thurmond).

SECTION 2. PROPOSAL SUBMISSIONS

A total of three (3) hardcopies and one (1) electronic copy on a CD (in PDF format) of the proposal shall be submitted to the city's Community Development Department **no later than 5:00 p.m on Tuesday, February 28, 2017**. Proposal shall be submitted to:

Attn: Community Development Director
City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, CA 91340

SECTION 3. CONTACT

For information and questions regarding this request for proposals, please contact Associate Planner Humberto Quintana in the Community Development Department at (818) 898-1227.

For all email inquiries, please contact Humberto Quintana, Associate Planner, at hquintana@sfcity.org.

SECTION 4. ABOUT THE CITY OF SAN FERNANDO

The City of San Fernando is an independent General Law city incorporated on August 31, 1911 with a population of 23,645 at the 2010 Census. San Fernando is a compact community of 2.4 square miles located in the Northeast San Fernando Valley, at the southern foot of the San Gabriel Mountains. The city is completely bordered by the City of Los Angeles, neighboring the communities of Sylmar, Mission Hills, and Pacoima. Regional access to San Fernando is provided by three local freeways: Interstate 210 (I-210) to the northeast, Interstate 5 (I-5) to the southwest and State Route 118 (SR 118) to the southeast.

San Fernando is predominately a single-family community, with about two-thirds of the city's housing stock of over 6,000 units consisting of single-family homes. The majority of the city is built out, with few vacant properties remaining for infill development. However, with the adoption of the San Fernando Corridors Specific Plan in January 2005, the city has established a well-defined plan for the revitalization of San Fernando's three primary corridors by providing significant opportunities for focused commercial activity, new higher density residential development, and mixed-use type development.

In combination with these efforts, the City has reviewed and approved multiple project sites for higher density residential projects that have resulted in the entitlement of over 300 rental units including many that have qualified for density bonuses under the existing City regulations that have been in place since 2013.(See Exhibit A:City Ordinance No. 1628; 10/21/2013.) Furthermore, the City's implementation of the existing second dwelling unit regulations (soon to be known as accessory dwelling units) have resulted in over 40 units since the zoning code requirements were approved in 2004. (See Exhibit B: City Ordinance No. 1547; 1/20/2004.)

SECTION 5. PROJECT DESCRIPTION

The City of San Fernando is seeking to update the City Zoning Ordinance, City Code Chapter 106 (Zoning), in order to bring the City's density bonus and second dwelling unit, now accessory dwelling unit regulations in compliance with applicable State law. Specifically, the zone code update would amend Division 15 (Density Bonus) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code and City Code Section 106-6 (Definitions), and Sections 106-358 et seq. and 106-359 related to Second Dwelling Unit Regulations. The proposed amendments to the City's Zoning Ordinance are intended to ensure the City's compliance with the following State Laws:

New Density Bonus:

- AB 2501 (Bloom)
- AB 2556 (Nazarian)

- AB 2442 (Holden)
- AB 1934 (Santiago)

New Accessory Dwelling Unit bills:

- SB 1069 (Wieckowski)
- AB 2299 (Bloom)

Additionally, as an addendum to the RFP submittal, the City is seeking an estimated cost to prepare regulations to potentially implement the new “Junior Accessory Dwelling Units” as provided for in Assembly Bill 2406 (Thurmond).

SECTION 6. TENTATIVE REQUEST FOR PROPOSALS (RFP) SCHEDULE

The tentative schedule below notes the anticipated timeline for the RFP process.

<u>RFP Released:</u>	February 2, 2017
<u>Proposals Due:</u>	February 28, 2017 at 5:00 p.m.
<u>Selection of Consultant:</u>	March 2017
<u>Contract Negotiation and Approval:</u>	March 2017
<u>Kick-off Meeting:</u>	To Be Determined

SECTION 7. SCOPE OF WORK

Each proposal shall address the following tasks to be completed by the consultant.

Task 1. Project Management. Project Management shall include:

1. Management and supervision of the consultant team, including monitoring of the project budget.
2. Develop a detailed schedule with milestones for adoption.
3. Coordinating, contact and consultation with City staff. Including periodic meetings and/or conference calls with City staff should be scheduled in order to address such concerns, and apprise City staff to discuss progress toward completion of the work program.

Task 2. Project initiation. The consultant will attend a meeting with City staff to further define roles and responsibilities, and paths of communication; to review and receive available project information; and to refine the work program.

Task 3. Technical Analysis and Evaluation. The consultant shall collect and analyze relevant data, evaluate current City development standards and General Plan policies, and identify issues, opportunities, and constraints.

- Task 4. Focused Public Outreach. The Consultant shall work with City staff to have two study sessions with the Planning and Preservation Commission in order to obtain feedback from the commission and in order to receive additional input as needed from residents, property owners, and city leaders. The study sessions and any subsequent public hearings shall be advertised in the local newspaper(s) of general circulation, on the city's website, and via the city's social media outlets. The consultant shall prepare the public outreach flyer for the study sessions and the notices for the subsequent public hearings before the commission and the city council.
- Task 5. Preparation of draft Code Amendments. The consultant shall prepare a list of code amendments related to density bonus and accessory dwelling unit regulations that shall address the following issues:
- Address discrepancies between existing regulations and those changes required by new State regulations;
 - New/Amended Definitions and Development Standards;
 - Will likely need significant content changes, development of new standards;
 - Will need more clarity to be user friendly
 - Will need to update definitions and other items for internal consistency
 - Will need to be re-formatted to match rest of Code (including use of tables, graphics, etc.)
- Task 6. Preparation of Final Code Amendments. The final document shall include all of the required components and shall reflect any changes as a result of Planning Commission and City Council hearings.
- Task 7. Compliance with the California Environmental Quality Act. The consultant shall be responsible for the preparation and processing of all required environmental documentation for the Density Bonus and Accessory Dwelling Unit Ordinance Updates, in compliance with the California Environmental Quality Act (CEQA). The city anticipates the preparation of a Negative Declaration ("Neg Dec") or Mitigated Negative Declaration ("MND") for the Density Bonus and Accessory Dwelling Unit Ordinance Updates. The final determination for the appropriate environmental documentation shall be made by city staff based on the recommendation of the consultant, based on any identified significant environmental impacts associated with the proposed code amendments, and the technical analysis of project impact through the preparation of an Initial Study by the consultant.

The preparation of the required environmental documentation shall include the following:

- Data gathering, technical analysis and technical studies (e.g., initial study and appendices/attachments);
- Coordination with public agencies;
- Preparation of public notices; and,
- Preparation of an Administrative Draft, Public Review Draft, and Final Environmental

Document that includes responses to comments and the Mitigation Monitoring Program, as needed;

Copies of the Administrative Draft, Public Review Draft, and Final environmental document shall be provided to city staff electronically, in MS Word format and as a PDF. The city will be responsible for mailing and publishing notices prepared by the consultant. The consultant will prepare all required notices (e.g., Notice of Intent and Notice of Determination). In addition, city staff will be responsible for the filing of environmental documents with the Los Angeles County Clerk/Registrar-Recorders Office and the State Clearinghouse. The environmental review process shall run concurrently with the preparation of the Density Bonus and Accessory Dwelling Unit Ordinance Updates such that the City Council will consider approval of the environmental document concurrently with Density Bonus and Accessory Dwelling Unit Ordinance Updates ordinance(s).

Task. 8. Community Study Session and Public Hearings.

1. Commission Study Session. The consultant shall facilitate a minimum of two (2) study sessions with the Planning and Preservation Commission. The first study session would provide the findings of the review of the existing zoning code regarding density bonus and accessory dwelling units, inclusive of Junior Accessory Dwelling Units, and comparison of existing regulations with the required and optional updates for both as mandated by State law. The second study session would be held after the draft ordinance and/or ordinances have been prepared for the Density Bonus and Accessory Dwelling Unit Ordinance Updates. The consultant shall attend the community workshops and provide a presentation to the commission and community members in attendance. The consultant shall also prepare the presentation and other related handouts and information material for distribution to the public at the workshop. The city will be responsible for the distribution of the study session notices via notices posted in the local newspapers, via the city's website and social media outlets, and any mailing lists that are created as part of the public notification process including notification of attendees at the first study session.
2. Public Hearing Preparation. Following the study sessions and public review period, the consultant shall prepare (in consultation with city staff) the Public Review Draft of the Density Bonus and Accessory Dwelling Unit Ordinance Updates Ordinance(s) that will be reviewed by the Planning and Preservation Commission and the City Council.
3. Public Hearings. The consultant shall be responsible for attending a minimum of one (1) Planning and Preservation Commission Public Hearing and two (2) City Council Public Hearings. The consultant shall prepare and provide presentations to the Planning and Preservation Commission and City Council regarding the Density Bonus and Accessory Dwelling Unit Ordinance Updates at the Public Hearings. This includes preparing the presentation and other materials and exhibits, and providing support to city staff as needed. City staff shall be responsible for the preparation and publication

of the public hearing notice and the preparation of the staff report for the project. City staff may request the review of the staff report by the consultant to ensure that the information contained in the report is accurate.

Task 9. HCD Liaison. The consultant shall assist the City with any possible comments received from HCD as a result of the City's submittal of the final code amendments to HCD. City staff will be HCD's primary contact and shall communicate with HCD as needed to answer questions about the document and resolve any issues that arise during the review process. The consultant shall provide support services to City staff and participate in all of the following:

- Participation in meetings and/or conference calls with HCD staff and city staff to discuss any comments; and
- Assist City staff with the preparation of written response to HCD comments, as needed.

SECTION 8. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

As noted in Section II of the RFP, a total of three (3) hardcopies and one (1) electronic copy on a CD (in PDF format) of the proposal shall be submitted to the city's Community Development Department by **no later than 5:00 p.m. on Tuesday, February 28, 2017**. To ease reproduction, the proposal should be printed on 8½" x 11" sheets of paper. Foldouts for maps or charts are acceptable but should not exceed a sheet size of 11" x 17." A proposal shall contain the following minimum information for consideration and be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

1. Cover Letter/Letter of Transmittal. This letter shall be signed by an individual authorized to bind the firm contractually.
2. Table of Contents. A detailed Table of Contents shall outline the items contained in the proposal, their respective section and page number.
3. Consultant Information. This section shall contain general information about the consultant submitting the proposal, including the firm's resources, size, location of office(s), number of years providing service, organizational structure of the responsible division and experience. In addition, information for any sub-consultants to be used to prepare the zoning code update shall be provided.

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

4. **Consultant Qualification.** This section shall include a description of the Firm's qualifications and previous experience on related to the preparation of Density Bonus and/or Second Dwelling Unit/Accessory Dwelling Unit ordinance updates. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.
5. **Executive Summary.** The executive summary shall describe the consultant's qualifications related to the preparation of the requested Density Bonus and Accessory Dwelling Unit Ordinance Updates pursuant to State requirements and the scope of work provided in Section VII of this RFP. In addition, this section shall include information on the key personnel to be assigned to the project, their experience and roles as it relates to this project. In addition, similar information for any sub-consultants to be used to prepare the Density Bonus and Accessory Dwelling Unit Ordinance Updates shall be provided. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**
6. **Scope of Work and Project Approach.** The consultant shall detail their understanding of the project and provide description of as to how the consultant will approach and complete the scope of work provided in Section VII of this RFP.
7. **Schedule/Timeline.** A schedule shall be prepared and submitted detailing the consultants proposed time frame for completing the scope of work, key milestones (anticipated community workshop dates, public hearing dates, and related), and all City review and submittal requirements. The proposed schedule and timeline should seek to obtain Planning and Preservation Commission review by June-July 2017 and eventual consideration by the City Council of the proposed ordinance(s) (first reading of ordinance) by no later than August 2017.
8. **Schedule of Fees.** A detailed and itemized schedule of fees shall be submitted detailing the costs associated with the preparation of the Housing Element and the scope of work provided in Section VII of this RFP. The schedule of fees should also include costs associated with preparation of the required environmental assessment documents pursuant to CEQA and a breakdown of anticipated hours associated with each of the tasks in the scope of work.

9. Samples of Previous Work. A copy of a recently approved and certified Housing Element that was prepared by the consultant shall be submitted for review by city staff.
10. References. Provide a minimum of three (3) client references, preferably from city governments and municipalities within California, for whom you have previously had contracts with for similar and comparable work within the last five (5) years. Each reference shall include the organization name, contact person and title, phone number, length of contact and a summary of services performed.
11. Additional Information. The consultant may submit any additional information deemed related to the scope of work and essential to the evaluation of the proposal.

SECTION 9. SELECTION PROCESS AND CRITERIA

The city shall evaluate complete proposals based on a competitive selection process. After evaluation, the city will select the three top-rated proposals and will contact these consultants for interviews. The consultant shall be responsible for the accuracy of the information provided in the proposal. The city will use the following criteria in reviewing and evaluating complete proposals:

- Experience in the preparation of zone text amendments or projects of similar complexity
- Allocation of experienced senior level staff to the project
- Technical and creative approach
- Understanding of the work to be performed
- Schedule for overall project
- Cost of services
- Familiarity with the City of San Fernando

The City of San Fernando reserves the right to reject any or all proposal for any reason whatsoever. The lowest cost proposal will not necessarily be selected. Upon submission, the proposal shall become property of the city and shall become a matter of public record, with the exception of those elements plainly marked as confidential. This RFP and the information contain within shall not create any contractual relationship or obligation between the city and the consultant. In addition, the city, at its discretion, shall have the ability to the following:

- To make the selection based on its sole discretion;
- To reject any and all proposals without prejudice;
- To issue subsequent Requests for Proposal;
- To postpone opening for its own convenience;

- To remedy technical errors in the Request for proposal process;
- To approve or disapprove the use of particular sub-contractors;
- To award all or part of the project;
- To adopt any or all parts of a proposal;
- To utilized any or all parts of a proposal;
- To request additional information for the purposes of clarification;
- To request corrections to any errors contained within the proposal;
- To change the deadline for submitting proposals upon proper notification to consultants receiving the RFP;
- To negotiate with any, all, or none of the prospective firms; and,
- To accept or negotiate any modifications to the scope of work and schedule of fees of any proposal following the submission deadline and prior to contract award;
- To solicit Best and final offers from all or some of the prospective firm;
- To accept other than the lowest offer; and
- To waive informalities and irregularities in the proposal process.

SECTION 10. AGREEMENT FOR PROCESSIONAL SERVICES

The consultant selected for the project shall enter into an Agreement for Professional Services with the city. A sample Professional Services Agreement is provided as Exhibit C.

SECTION 11. WITHDRAWAL OF PROPOSALS

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

SECTION 12. COLLUSION

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

SECTION 13. BUSINESS LICENSE

Upon selection of a consultant and award of contact, the consultant and any associated sub-consultants shall be required to obtain a City of San Fernando business license.

The City of San Fernando looks forward to reviewing your submittal for the preparation of the Density Bonus and Accessory Dwelling Unit Ordinance Updates. For questions or submittal information, please see Section II and III of this RFP.

Sincerely,

A handwritten signature in blue ink, appearing to read "Federico", with a stylized flourish at the end.

Federico G. Ramirez
Community Development Director

EXHIBIT "A"

CITY ORDINANCE No. 1628; 10/21/2013

ORDINANCE NO. 1628

AN ORDINANCE OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO CITY CODE TO ESTABLISH DIVISION 15 TO ARTICLE VI TO CREATE THE REQUIRED REGULATIONS TO ALLOW THE CITY TO PROVIDE INCREASED DENSITY FOR HOUSING DEVELOPMENTS THAT INCORPORATE A PERCENTAGE OF THE UNITS OF A PROJECT AS AFFORDABLE UNITS, AS REQUIRED FOR COMPLIANCE WITH STATE DENSITY BONUS LAW

WHEREAS, 1979, the State of California (the "State") adopted the "State Density Bonus Law", codified in Government Code Section 65915, et al., and as amended in 2005 by Senate Bill 1818 (Hollingsworth), to encourage the development of affordable units in housing developments available to income-eligible low-income, very low income, and moderate income households through the issuance of a density bonus and incentives or concessions to housing developers to facilitate the development of affordable housing, as required by State law;

WHEREAS, the City Council adopted the General Plan Housing Element in April 2009, which includes Housing Program No. 9 (Affordable Housing Density Bonus) that establishes that the City amend the City Code to adopt a local density bonus ordinance to implement State requirements as a means of enhancing the economic feasibility of affordable housing developments;

WHEREAS, on September 10, 2013, the Planning and Preservation Commission held a properly noticed public hearing at which it received a report from City staff as well as oral and written testimony from the public, and deliberated on the item. At that meeting, the Planning and Preservation Commission recommended through the adoption of Planning and Preservation Commission Resolution 2013-09 that the City Council adopt the proposed zone code amendments in this Ordinance; and,

WHEREAS, the City Council public hearing 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 text amendment to the San Fernando City Code, which provides regulation to allow and facilitate the inclusion of affordable units as part of a housing

development through the issuance of a density bonus is consistent with General Plan Housing Element Implementing Program No. 9 (Affordable Housing Density Bonus), which requires the City to adopt a local density bonus ordinance to implement State requirements as a means of enhancing the economic feasibility of affordable housing developments in the city.

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

The proposed revisions to the city zoning ordinance would allow for the development of regulations to govern the approval of housing developments requesting increased density above the density permitted in a property's zoning district, consistent with State density bonus law. The proposed density bonus ordinance would provide procedures to facilitate the development of affordable housing to low income, very low income, and moderate income household, mitigating potential impacts associated with overcrowded housing. Furthermore, the proposed ordinance encourages additional investment within the city's residential and mixed-use zones that has the potential to produce new housing that is affordable to all income segments of the community. Therefore, the proposed zone 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 15 (Density Bonus), providing regulations to govern the issuance of density bonus requests and related incentives or concessions to facilitate the development of housing developments with affordable units:

"DIVISION 15. DENSITY BONUS

Sec. 106-1420. Purpose

State density bonus law (Government Code section 65915), provides that local governments shall grant density bonus and regulatory concessions and incentives to developers of housing, child care facilities, or for donation of land for housing, where the developer agrees to construct a specified percentage of housing for lower income households, very low income households, moderate income households or qualifying residents.

Sec. 106-1421. Definitions

For the purpose of this division, the following definitions shall apply:

"Affordable housing agreement" means an agreement between the applicant and the city guaranteeing the affordability of rental or ownership units in accordance with the provisions of this division.

"Affordable housing costs" means the amounts set forth in the Health and Safety Code sections 50052.5 and 50053, as may be amended.

“Childcare facility” means a child day care facility other than a family day care home that includes, but is not limited to: infant centers, preschools, extended day care facilities, and school-age child care centers.

“Common interest development” means a condominium project as defined by section 1351(f) of the Civil Code, or a planned development as defined by section 1351(k) of the Civil Code, as may be amended.

“Concessions or incentives” shall mean a benefit offered by the city to facilitate construction of eligible projects as defined by the provisions of this division.

“Density bonus” means an increase in density over the otherwise maximum allowable residential density of a housing development as of the date of application by applicant to the community development director or his designee.

“Density bonus units” means the residential units granted pursuant to the provisions of this division, that exceed the maximum allowable residential density for the development site.

“Development standard” includes site or construction requirements that apply to a residential development pursuant to any applicable city ordinance, general plan element, specific plan, or any other locally adopted condition, law, policy, resolution, or regulation.

“Housing development” means one or more groups of projects for residential units with a minimum of five (5) residential units, including a subdivision or common interest development approved by the city and consists of residential units or unimproved lots and either: (1) a substantial rehabilitation and conversion of an existing commercial building to residential use, or (2) a substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of the Government Code section 65863.4, as may be amended, where the result of the rehabilitation would be a net increase in available residential units.

“Lower income households” means households defined in section 50079.5 of the Health and Safety Code, as may be amended.

“Maximum allowable residential density” means the density allowed under the city’s zoning ordinance and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with density allowed under the land use element of the general plan, the general plan density shall prevail.

“Moderate income households” means households defined in section 50093 of the Health and Safety Code, as may be amended.

“Total units” or “total dwelling units” means the maximum number of units that can be developed on a project site under its applicable zoning designation, not including those units added by a density bonus.

“Senior citizen housing development” means a project as defined by sections 51.3 and 51.12 of the Civil Code, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to section 798.76 or 799.5 of the Civil Code.

“Very low income households” means households defined in section 50105 of the Health and Safety Code, as may be amended.

Sec. 106-1422. Density Bonus Requirements

(a) Minimum development requirements. Upon written request by an applicant, the community development director shall grant a density bonus and provide incentives or concessions as provided in this division when the applicant for the housing development agrees or proposes to construct a housing development, excluding any units permitted by the density bonus granted pursuant to this section that contains at least any one of the following:

- (1) Lower income households. Ten (10) percent of the total units of a housing development for lower income households.
- (2) Very low income households. Five (5) percent of the total units of a housing development for very low income households.
- (3) Senior housing. A senior citizen housing development, unless prohibited by state and/or federal law.
- (4) Common interest development. Ten (10) percent of the total dwelling units in a common interest development for persons and families of moderate income, provided that all units in the development are offered to the public for purchase.

(b) Maximum development requirements. If an applicant exceeds the minimum percentages set forth in subsection (d), the applicant shall be entitled to an additional density bonus calculated as follows:

- (1) Low income units. For each one (1) percent increase above the ten (10) percent of the percentage of units affordable to lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum of thirty-five (35) percent.
- (2) Very low income units. For each one (1) percent increase above the five (5) percent of the percentage of units affordable to very low income households, the density bonus shall be increased by two and one-half (2.5) percent up to a maximum of thirty-five (35) percent.
- (3) Moderate income units. For each one (1) percent increase above the ten (10) percent of the percentage of units affordable to moderate income households, the

density bonus shall be increased by one (1) percent, up to a maximum of thirty-five (35) percent.

(c) Density bonus calculation.

- (1) Density bonus calculations resulting in fractional units shall be rounded up to the next whole number.
- (2) Only the total units of a housing development shall be used to determine those units to be added as part of a density bonus.
- (3) For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application but need not be based upon individual subdivision maps or parcels.
- (4) A density bonus may be selected from only one category, except in combination with a land donation or a child care facility, provided the total density bonus does not exceed thirty-five (35) percent.
- (5) The applicant may elect to accept a lesser percentage of density bonus.
- (6) The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

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(d) Density bonus calculation table.

Income Group	Minimum Set-Aside of Affordable or Senior Units	Density Bonus		
		Base Bonus Granted	Each Additional 1% of Affordable Units Adds:	Total Maximum Density Bonus
Very Low Income (50% AMI)	5%	20%	2.5%	35%
Lower Income (80% AMI)	10%	20%	1.5%	35%
Moderate Income (120% AMI, Common Interest Development Only)	10%	5%	1.0%	35%
Land Donation (very low income projects only)	10%	15%	1.0%	35%
Condominium/Apartment Conversions	33% low-to-moderate income	25%	No Sliding Scale Available	25%
	15% very low income			
Senior Citizen Housing Development	100% ¹ (35 units minimum)	20%	No Sliding Scale Available	20%

Note:
1. A senior citizen housing development is not required to be affordable in order to receive a density bonus. However, 100% of the units in the development (35 units minimum) must be restricted as senior housing.

(e) Sample calculation of a density bonus.

	Very Low Income (50% AMI)	Lower Income (80% AMI)	Moderate Income (120% AMI)	Senior Housing
Initial Project Size (Total Units)	20 units	20 units	20 units	35 units
Affordable Units	5%	10%	10%	100%
Density Bonus Qualified	20%	20%	5%	20%
Project Units	24 units	24 units	21 units	42 units
Distribution of Project Units	1 Very Low Income 23 Market-Rate	2 Lower Income 22 Market-Rate	2 Moderate Income 19 Market-Rate	42 units ¹

Note:
1. A senior citizen housing development is not required to be affordable in order to receive a density bonus. However, 100% of the units in the development (35 units minimum) must be restricted as senior housing.

(f) Land donation requirements. An applicant for a tentative map, parcel map or any other discretionary approval required to construct a residential development in the city shall receive a fifteen (15) percent density bonus above the otherwise maximum allowable residential density for the residential development when the applicant donates land to the city as provided in this section. This fifteen (15) percent bonus shall be in addition to any other density bonus provided for in this section, up to a total combined density bonus of thirty-five (35) percent. Applicants are eligible for the fifteen (15) percent land donation density bonus if all of the following conditions are met:

- (1) The applicant shall donate and transfer land to the city prior to approval of the final map or other discretionary approval required for the residential development.
- (2) The transferred land shall have the appropriate acreage and zoning classification to permit development of affordable housing for very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
- (3) The transferred land shall be at least one acre or of sufficient size to permit development of at least 40 residential units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of section 65583.2 of the Government Code.
- (4) The transferred land shall be served by adequate public facilities and infrastructure.
- (5) The transferred land and the very low income units constructed shall have a deed restriction recorded with the County Recorder, to ensure continued affordability of the units. The deed restriction must be recorded on the property at the time of transfer.
- (6) The transferred land shall be conveyed in fee simple to the city or to a housing developer approved by the city.
- (7) The transferred land shall be within the boundary of the proposed residential development, or no more than approximately one-quarter mile from the boundary of the qualified project, if the city so approves.
- (8) No later than the date of approval of the final map or other discretionary approval required for the residential development the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land.
- (9) A proposed source of funding for the very low income units shall be identified not later than the date of the final map or other discretionary approval.

(g) Child care facility requirements.

- (1) The city shall grant either of the following to a density bonus project that includes a child care facility located on the premises of, as part of, or adjacent to, the project:
 - a. An additional density bonus in an amount equivalent to or greater than the amount of the square footage of the childcare facility; or,
 - b. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
- (2) In order to receive the additional child care density bonus, the project must comply with the following requirements:
 - a. The child care facility will remain in operation for a period of time that is as long as, or longer, than the period of time during which the density bonus units are required to remain affordable.
 - b. Of the children who attend the child care facility, the percentage of children of very low income, lower income, or moderate income households shall be equal to, or greater than, the percentage of affordable units.
 - c. Notwithstanding any requirement of this section, the city shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community already has adequate child care facilities.

(h) Condominium conversion.

- (1) When an applicant for conversion of apartments to condominiums agrees to provide at least thirty-three (33) percent of the total units of the proposed condominium to persons and families of low to moderate income or fifteen (15) percent of the total units of the proposed condominium to lower income households, and agrees to pay administrative costs incurred by the city pursuant to this section, the community development director shall either:
 - a. Grant a density bonus; or
 - b. Provide other incentives of equivalent financial value.

The community development director may place reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value as appropriate, including, but not limited to, continued affordability of units to subsequent purchasers who are persons and families of low and moderate income

or lower income households. For only this section, the following definitions apply:

- c. "Density bonus" means an increase in units of twenty-five (25) percent over the number of apartments to be provided within the existing structure or structures proposed for conversion.
 - d. "Other incentives of equivalent financial value" shall not require the city to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city might otherwise apply as conditions of conversion approval.
- (2) Proposal for subdivision map approvals. An applicant for approval to convert apartments to condominiums may submit a preliminary proposal to the community development department, for review by the community development director or his or her designee, prior to the submittal of any formal requests for subdivision map approvals. The city shall, within ninety (90) days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section.
 - (3) Ineligibility. An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were previously provided.
 - (4) Other requirements. Nothing shall require the city to approve a proposal to convert apartments to condominiums.

Sec. 106-1423. Concessions and Incentives

- (a) Number of incentives/concessions. The applicant shall be entitled to receive the following number of incentives or concessions in subsection (b):

- (b) Incentive/Concession Table

Target Group	Target Units		
Very Low Income (50% AMI ¹)	5%	10%	15%
Lower Income (80% AMI)	10%	20%	30%
Moderate Income (120 % AMI, Common Interest Development Only)	10%	20%	30%
Number of Incentives ²	1	2	3
Note: 1. AMI is an abbreviation for Los Angeles County Area Median Income 2. Child care facility: When a qualified project also includes a child care facility as described in section 106-1422(g), the applicant shall receive one additional incentive.			

- (c) Menu of incentives/concessions.
 - (1) Additional density provided the overall density bonus received for the entire residential development does not exceed thirty-five (35) percent.
 - (2) A reduction in site development standards, including:
 - a. Reduced minimum lot sizes and/or dimensions.
 - b. Reduced minimum lot setbacks.
 - c. Reduced minimum private and/or common outdoor open space.
 - d. Increased maximum building height (up to one additional story).
 - e. Reduced on-site parking standards in excess of standards set forth in section 106-1424 (parking study required).
 - (3) Tandem and uncovered parking allowed.
 - (4) Other regulatory incentives that result in identifiable, financially sufficient, and actual cost reductions.
- (d) Evidence for concession and incentives. An applicant of a housing development may submit to the community development department a proposal for specific incentives or concessions for review by the community development director or his or her designee, and may request a meeting with the community development director or his or her designee.
- (e) An applicant of a housing development may submit to the community development department a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subsection (d) of section 106-1422 at the densities or with the concessions or incentives permitted by subsection (b) of section 106-1422 for review by the community development director or his or her designee, and may request a meeting with the community development director or his or her designee. A proposal for the waiver of development standards under this subsection shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subsection (b) of section 106-1422.
- (f) If a meeting is requested, the community development director or his or her designee, shall meet with the applicant within fifteen (15) working days to discuss the proposal.
- (g) When the community development director grants a density bonus, the community development director shall grant the additional concession or incentives requested by

the applicant unless the community development director it makes a written finding, based upon substantial evidence of any the following conditions:

- (1) The concession or incentive is not required in order to provide for affordable housing costs; or,
- (2) The concession or incentive would have a specific adverse impact, as defined in Government Code section 65589.5(d)(2), as may be amended, upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households; or,
- (3) The concession or incentive would have a specific adverse impact on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households; or
- (4) The concession or incentive would be contrary to state or federal law.

Sec. 106-1424. Development Standards

(a) Design requirements. Affordable units developed in conjunction with a market rate development shall be of similar design and quality as the market rate units. Exteriors and floor plans of affordable units shall be of similar quality to the market rate units.

(b) Location distribution requirements for affordable units. Affordable units shall be dispersed throughout the housing development rather than clustered in a single area or a few areas. Location of the affordable units within a housing development shall be reviewed and approved by the community development director.

(c) Parking standards. Unless the city's adopted parking standards will result in fewer parking spaces, the following maximum parking standards shall apply, inclusive of handicapped and guest parking, for the entire residential development:

Number of On-Site Parking Spaces ^{1,2}	Maximum Number of Bedrooms
1.0	1
2.0	2 to 3
2.5	4 or more
Notes: 1. A parking calculation resulting in a fraction shall be rounded up to the next whole number. 2. Parking standards provided in this subsection are inclusive of guest and handicapped parking. 3. A development may provide "onsite parking" through tandem parking or uncovered parking, but not through on-street parking.	

(d) Other requirements. The granting of a density bonus shall not require a general plan amendment, zoning change, or other discretionary approval, and shall be processed in conjunction with the application of a housing development.

Sec. 106-1425. Continued Affordability

(a) Affordability Requirement. An applicant shall agree to, and the city shall ensure the following:

- (1) Continued affordability of all low and very low income units that qualified the applicant for the award of the density bonus for a minimum period of thirty (30) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.
- (2) Rents for the lower income density bonus units shall be set at an affordable rent as defined in section 50053 of the Health and Safety Code. Prior to the rental of any affordable unit, the city or its designee, shall verify the eligibility of the prospective tenant. The owner shall maintain on file certifications by each household. Certifications shall be obtained immediately prior to initial occupancy by each household and annually thereafter, in the form provided by the city or its designee. The owner shall obtain updated forms for each household on request by the city, but in no event less frequently than once a year. The owner shall maintain complete, accurate and current records pertaining to the housing development and will permit any duly authorized representative of the city to inspect records pertaining to the affordable units and occupants of these units.
- (3) The city may establish fees associated with the setting up and monitoring of affordable units.

- (4) The owner shall submit an annual report to the city, on a form provided by the city. The report shall include for each affordable unit the rent, income, and family size of the household occupying the unit.
- (5) Owner-occupied units shall be available at an affordable housing cost as defined in section 50052.5 of the Health and Safety Code.
- (6) Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall be used within five (5) years for any of the purposes described in subdivision (e) of section 33334.2 of the Health and Safety Code to promote home ownership.
- (7) The owner shall provide to the city any additional information required by the city to ensure the long-term affordability of the affordable units by eligible households.

(b) Affordable housing agreement. Affordability shall be ensured by requiring that the applicant enter into an affordable housing agreement in accordance with this division, as approved by the city attorney. The affordable housing agreement shall be recorded by the applicant of a housing development with the County Recorder.

Sec. 106-1426. Application Requirements

(a) Application Materials. In addition to the required application materials for the project, the applicant shall submit separate site plan(s) containing the following information:

- (1) A brief description of the housing development, and a chart including the number of market-rate units and affordable units proposed, and the basis for the number of affordable units.
- (2) The unit-mix, locations, floor plans and square footages, and a statement as to whether the housing development is an ownership or rental project.
- (3) In the event the developer proposes a phased project, a phasing plan that provides for the timely development of the affordable units as the housing development is constructed.
- (4) A detail of the specific concessions, incentives, waivers, or modifications being requested for the housing development.
- (5) Any other information reasonably requested by the community development director to assist with the evaluation of the affordable housing plan and housing development.

- (6) The affordable housing site plan shall be incorporated into all sets of plans used in application for building plan check and building permit issuance.

Sec. 106-1427. Appeals

(a) The applicant, upon the community development director's written denial of a housing development, may appeal the decision of the community development director to the planning and preservation commission.

(b) If the planning and preservation commission upholds a denial issued by the community development director, the applicant may appeal the decision of the planning and preservation commission to the city council.

(c) An applicant shall file a written appeal of a decision for denial of a housing development issued by the community development director or planning and preservation commission pursuant to division 2 of article II of this chapter."

SECTION 4. The City has evaluated any potential environmental impacts associated with the adoption of the proposed ordinance that provides regulations to govern the issuance of a density bonus requests and related incentives or concessions to facilitate the development of housing developments with affordable units, consistent with State density bonus law, pursuant to Government Code Section 65915, et al. An Initial Study and Negative Declaration of Environmental Impact have been prepared for the Project in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), the State CEQA Guidelines (14 Code of Regulations Section 15000, et seq.) and the City's CEQA procedures. Based upon the Initial Study, the proposed Negative Declaration and the comments thereon, the City Council finds that the Negative Declaration represents the independent judgment of the City and that there is no substantial evidence that the project may have a significant effect on the environment. The documents constituting the record on which this decision is based are on file in the City.

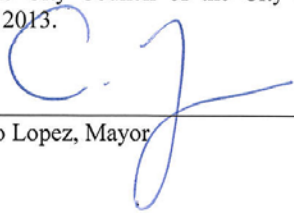
SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The San Fernando City Council hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 6. Pursuant to California Government Code Section 36937, this ordinance shall take effect and be in full force and effect thirty (30) days after its final approval by the San Fernando City Council.

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.

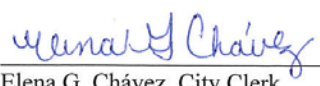
SECTION 8. That the Mayor shall sign and that the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 21st day of October, 2013.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on the 21st day of October, 2013.



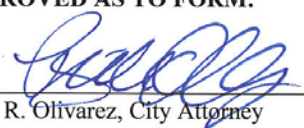
Antonio Lopez, Mayor

ATTEST:



Elena G. Chavez, City Clerk

APPROVED AS TO FORM:



Rick R. Olivarez, City Attorney

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

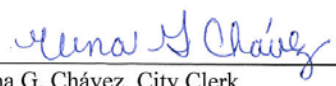
I, Elena G. Chavez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted by the City Council at its meeting held on the 21st day of October 2013.

AYES: Lopez, Ballin, Fajardo, Gonzales, Avila – 5

NOES: None

ABSENT: None

ABSTAIN: None



Elena G. Chavez, City Clerk

EXHIBIT "B"

CITY ORDINANCE No. 1547; 1/20/2004

ORDINANCE NO. 1547

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING SAN FERNANDO MUNICIPAL CODE CHAPTER 106 (ZONING) TO ESTABLISH PROVISIONS FOR ALLOWING A SECOND DWELLING UNIT ON LOTS THAT ARE ZONED FOR RESIDENTIAL USES.

WHEREAS, the City Council is charged with the responsibility to oversee the development of land-use regulations for the city; and

WHEREAS, it is necessary from time to time to amend the controlling land use document, the city's Zoning Ordinance, Chapter 106 of the San Fernando Municipal Code; and

WHEREAS, a public hearing was held on the proposed amendment on January 5, 2004 at 6:00 p.m., when prior public notice was duly given; and

WHEREAS, the proposed amendment of Chapter 106 would require the amendment of Section 106-6: Definitions, to establish a definition for a "primary single-family dwelling unit" and a "second dwelling unit"; and

WHEREAS, the proposed amendment to revise Section 106-352 of Chapter 106 so as to regulate second dwelling units as a permitted use within the city's residential zones is consistent with the General Plan of the City of San Fernando; and

WHEREAS, the proposed amendment to revise Sections 106-355, 106-390, and 106-425 of Chapter 106, would amend the density requirements for lots zoned R-1 (Single Family Residential), R-2 (Multiple Family Dwelling), and R-3 (Multiple Family) so as to be consistent with the City of San Fernando General Plan Land Use Density standards; and

WHEREAS, the proposed amendment of Chapter 106 would establish in Section 106-358 new development standards applicable to second dwelling units, and a process in Section 106-359 for requesting exceptions to those development standards; and

WHEREAS, per Section 106-358 the process for reviewing a proposed second dwelling unit would be pursuant to the site plan review process of Section 106-112, and this would require the identification and elimination or correction of any illegal construction, illegal occupancy or substandard conditions anywhere on the property for which a second dwelling unit was proposed.

NOW, THEREFORE, the City Council of the City of San Fernando hereby ordains as follows:

SECTION 1. That the City Council has determined that the proposed text revisions that allow for second dwelling units within the city's residential zones can be made based on the findings of fact as discussed below:

- a) **The proposed amendment is consistent with the objectives, policies, general land uses and programs of the city's general plan.**

The proposed text amendment to the San Fernando Municipal Code allowing for second dwelling units to be built in the R-1 (Single Family Residential), R-2 (Multiple Family Dwelling), and R-3 (Multiple Family) zones, is consistent with the objectives, policies, general land uses and programs of the city's general plan. Providing for second dwelling units will allow the addition of new dwellings to the City's housing stock in a manner compatible with existing neighborhoods. New second dwelling units are expected to be affordable to family members, students, the elderly, in-home health care providers, the disabled, and others seeking affordable housing opportunities within existing residential neighborhoods. At the same time, the proposed second dwelling unit would provide property owners with the potential benefits of added income and an increased sense of security.

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

The proposed revisions to the city zoning ordinance would allow for the introduction of second dwelling units as a valuable form of housing that meets the requirements of adopted State legislation while providing specific development standards that assure newly constructed second residential units are built in compliance with the city's zoning and building codes. Therefore, the proposed introduction of second dwelling units on residential zoned lots would allow for a level of review by the city that is comparable to new residential construction projects, assuring the city that the project will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 2. Section 106-6. Definitions, of the San Fernando Municipal Code is hereby amended to include the following definitions:

"Sec. 106-6. Definitions.

Primary single-family dwelling unit means a detached residential dwelling unit constructed on a permanent foundation on a lot zoned for residential uses, which is designed for occupancy as the primary living quarters by one person or one family with independent living facilities that provide for living, sleeping, eating, cooking, and sanitation. The lot on which the primary single-family dwelling unit is located may or may not include a second dwelling unit.

Second dwelling unit means an attached or a detached residential dwelling unit constructed on a permanent foundation on a lot zoned for residential uses with an existing primary single-family dwelling unit, and which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as an existing primary single-family dwelling unit. The term "second dwelling unit" also includes the following, pursuant to California Government Code Section 65852.2(I)(4)(A and B):

- (a) An efficiency dwelling unit, as defined in Section 17958.1 of the California Health and Safety Code.
- (b) A new manufactured home, as defined in Section 18007 of the California Health and Safety Code."

SECTION 3. Section 106-352. Permitted Uses (in the R-1 zone), of the San Fernando Municipal Code is hereby amended to read as follows:

“Sec. 106-352. Permitted uses.

In the R-1 single family residential zone, the following uses are permitted:

- (1) Accessory buildings and structures such as a garage, workroom, storage shed, recreation room or cabana located on the same lot as the principal residential use. No bathroom, kitchen plumbing or fixtures or cooking facilities shall be permitted in conjunction with accessory buildings. A garage, workroom, storage shed, and recreation room shall not be divided into smaller size rooms and shall be maintained as a single open building.
- (2) Community care facilities serving five or fewer persons; provided, however, that six persons may be served by residential facilities and small family homes.
- (3) Home occupations in accordance with division 9 of article VI of this chapter.
- (4) Large family day care home in accordance with division 10 of article VI of this chapter.
- (5) Parks and playgrounds or community centers owned and operated by a government agency, including business conducted within the facilities, subject to the approval of the director.
- (6) Private noncommercial greenhouses, horticulture collections, flower gardens, vegetable gardens and fruit trees.
- (7) Primary single-family dwelling units, one per lot, in a permanent location.
- (8) Second dwelling units (one per lot) in accordance with Section 106-358.
- (9) Temporary tract sales offices, temporary contractors’ equipment offices and storage, subject to approval by the director for a period not to exceed one year with two one-year extensions available, if requested for good cause .”

SECTION 4. Section 106-355. Density (in the R-1 zone), of the San Fernando Municipal Code is hereby amended to read as follows:

“Sec. 106-355. Density.

Density in the R-1 single-family residential zone shall be one primary single-family dwelling unit per lot. A second dwelling unit in accordance with section 106-358 shall not be counted as a primary single-family dwelling unit.”

SECTION 5. Section 106-358 of the San Fernando Municipal Code, previously reserved, is hereby amended to read as follows:

“Sec. 106-358. Applicable regulations for second dwelling units.

In the city’s residential zones, a second dwelling unit shall be subject to the applicable regulations of this division, including the following standards:

- (a) Purpose and procedure. The purpose of this section is to provide, pursuant to Government Code Section 65852.2, for the creation of affordable second dwelling

units within the city's residential zones that are in conformance with the city's general plan density and zoning regulations, while maintaining the residential character of the neighborhood in which it is introduced.

- (b) Where allowed by this Chapter 106 in R-1 (Single Family Residential), R-2 (Multiple Family Dwelling), and R-3 (Multiple Family) zoned lots, one second dwelling unit shall be permitted on a lot, after successful completion of the existing site plan review application process and after payment of the applicable site plan review application fee, and subject to approval of the Community Development Director, pursuant to section 106-112 of division 3 of article II of this chapter, provided that the second units adhere to the following standards:
- (1) One second dwelling unit shall be permitted on a lot zoned for residential uses that contains one primary single-family dwelling unit.
 - (2) A second dwelling unit, whether attached or detached, shall comply with all applicable building, housing, zoning and site development standards, codes and regulations of the base zoning district in which it will be located, including, but not limited to, standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural review and design review, including compatibility with existing structures of the same property and in the surrounding neighborhood, fees, charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.
 - (3) The architectural treatment of a second dwelling unit constructed on a lot that has an identified historical resource listed on the federal, state, and/or local register of historic places shall require review of the proposed design by the Historical Commission prior to receiving approval from the Community Development Director.
 - (4) Whether attached or detached to the primary single-family dwelling unit on a lot, the overall building height of a second dwelling unit shall not exceed 25 feet as measured from natural grade to top of roof peak.
 - (5) The proposed location and building orientation of a second dwelling unit shall be designed to maximize solar access, view protection, privacy, parking, noise, visual or health and safety impacts both within the project site and to adjoining residential land uses.
 - (6) A second dwelling unit shall be designed to provide the primary front door along the subject building's front elevation facing a public street or alley right of way.
 - (7) The second dwelling unit shall maintain a minimum 5 feet side yard and 15 feet rear yard setback.

- (8) A second dwelling unit that is detached from the primary single-family dwelling unit shall maintain a distance separation of 6 feet from all existing on-site structures and a minimum of 10 feet from any off-site structure located on an adjacent lot.
- (9) A detached second dwelling unit shall be designed as an accessory use of the property; it shall contain a maximum of 640 square feet of gross floor area and shall be located to the rear of the existing primary single-family dwelling unit.
- (10) An attached second dwelling unit shall not exceed 30 percent of the gross livable square footage (excluding square footage dedicated for parking) of the primary single-family dwelling unit.
- (11) Existing garages shall not be converted to a second dwelling unit, unless alternate covered parking is provided on the site meeting current zoning and building code requirements. A development proposal seeking to convert an attached garage into a second dwelling unit shall include a front door and bay window treatment or similar design features facing the public street or alley, subject to review and approval by the Community Development Director in order to preserve the residential appearance of the primary single-family dwelling unit.
- (13) All construction, structural alterations or additions made to create a second dwelling unit shall comply with current building, fire and zoning code regulations.
- (14) In addition to the two enclosed parking spaces required for the primary single-family dwelling unit on a lot, one on-site parking space (non-tandem) per each bedroom of a second dwelling unit shall be provided. The additional parking required for the second dwelling unit shall be fully enclosed or covered by an open carport structure. All of the required parking spaces for the primary single family dwelling unit and the second dwelling unit must be permanently reserved, maintained and used as accessible parking for vehicles.
- (15) The proposed site layout of the second dwelling unit shall be designed to provide emergency vehicle access, as required by the Fire Marshal.
- (16) Whenever feasible, the driveway approach to the primary single-family dwelling unit shall be used to provide access to all on-site parking in order to reduce the number of vehicle driveways that may cross pedestrian sidewalk areas.
- (17) A minimum 10 feet wide driveway shall provide vehicle ingress and egress to the designated on-site parking area for a second dwelling unit.

- (18) Required parking for either the primary or a second dwelling unit shall not encroach into the required front yard setback of the subject lot.
 - (19) Public utilities serving a second dwelling unit shall be installed underground.
 - (20) A second dwelling unit shall be served by the existing sewer and water facilities located within the closest public right of way facing the subject site's front property line. A request to modify the location sewer and water facilities to the second dwelling unit shall be reviewed and approved at the sole discretion of the Public Works Director.
 - (21) A trailer, motor vehicle or other recreational vehicle, as defined in section 106-6 of this code, may not be stored or maintained as a habitable unit on a residential lot.
 - (22) A second dwelling unit that is located on the second floor of a primary single-family dwelling unit shall share the same entrance/exit as the primary unit. Exterior stairs must lead to and/or connect to a common hallway, deck or entry, rather than to a specific room. Alternative locations for any interior or exterior staircase required in order to comply with applicable building code requirements shall be reviewed and approved by the Community Development Director.
- (c) Any proposed second dwelling unit is subject to review and approval by the Community Development Director pursuant to the site plan review procedure contained in section 106-112 of this chapter and is subject to compliance with the development standards of this section as specified above in subsections (b)(1) through (b)(22).
- (d) Either the primary single-family dwelling unit or the second dwelling unit on a lot shall be occupied by the owner of the lot. The property owner shall enter into a restrictive covenant with the City of San Fernando, in a form acceptable to the City Attorney, that will be recorded on the subject property. The covenant shall:
- (i) specify that the property owner must reside in either the primary single-family dwelling unit or the second dwelling unit;
 - (ii) expressly prohibit the rental of both units at the same time;
 - (iii) note that the second dwelling unit shall not be sold or its title transferred separately or apart from the rest of the subject property; and
 - (iv) note that resale of residential lots with second dwelling units shall require, prior to the close of escrow, an inspection by the Building and Safety Supervisor or his designee to assure that all on-site residential structures have been maintained in compliance with applicable zoning and building code requirements."

SECTION 6. Section 106-359 of the San Fernando Municipal Code, previously reserved, is hereby amended to read as follows:

"Sec. 106-359. Request for exceptions to applicable regulations for second dwelling units.

An applicant for a second dwelling unit may request approval of one or more exceptions to the applicable second dwelling unit development standards of this section as specified above in subsections (b)(1) through (b)(22) through an application for a conditional use permit pursuant to sections 106-141 through 106-148 of division 4 of article II of this chapter.”

SECTION 7. Section 106-390. Density (in the R-2 zone), of the San Fernando Municipal Code is hereby amended to read as follows:

“Sec. 106-390. Density.

Density in the R-2 multiple-family dwelling zone shall be one dwelling unit for each 2,562 square feet of lot area.

SECTION 8. Section 106-425. Density (in the R-3 zone), of the San Fernando Municipal Code is hereby amended to read as follows:

“Sec. 106-425. Density.

Density in the R-3 multiple-family residential zone shall be one dwelling unit for each 1,013 square feet of lot area.”

SECTION 9. Pursuant to the California Environmental Quality Act (“CEQA”), Article 18, Section 15282(l), it is determined that adoption of an ordinance regarding second dwelling units in either single-family or multi-family residential zoned lots by the City of San Fernando to implement the provisions of Sections 65852.1 and 65852.2 of the California Government Code is identified as a statutory exemption, and no further environmental analysis is required; and

SECTION 10. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The San Fernando City Council hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.


SECTION 11. Pursuant to California Government Code Section 36937, this ordinance shall take effect and be in full force and effect thirty (30) days after its final approval by the San Fernando City Council.

SECTION 12. 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 13. 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 20th day of January, 2004.

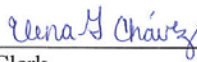
REQUEST FOR PROPOSALS: Density Bonus and Accessory Dwelling Unit Ordinance Updates
A-23

PASSED, APPROVED AND ADOPTED upon second reading this 20th day of January, 2004.



José Hernández, Mayor

ATTEST:



City Clerk

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 20th day of January, 2004.

AYES: Hernández, De La Torre, Ruelas, Martinez, Veres - 5

NOES: None

ABSENT: None

ABSTAIN: None



City Clerk

EXHIBIT “C”

SAMPLE PROFESSIONAL SERVICES AGREEMENT

[INSERT Name of Consultant]

[INSERT Brief Description of Engagement]

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

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 **TERM:** This Agreement shall have a term of **[INSERT TERM PERIOD: X# of DAYS? MONTHS? YEARS?]** commencing from **[INSERT START DATE OF TERM: CAN BE EITHER the “EFFECTIVE DATE”? SOME OTHER DATE?]**. **[OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR’S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM]**, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT] (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONSULTANT’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [INSERT NOT-TO-EXCEED SUM] (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in

the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for

employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage

arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms

satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT’s failure to fulfill or perform its

obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the

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

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

CONSULTANT:

[INSERT Business Name of
Consultant]
[INSERT Business Address]
Attn: [INSERT Name/Title of
Consultant's chief contact]
Phone: [INSERT Phone Number]
Fax: [INSERT Fax Number]
Email: [If available, INSERT e-mail or
delete]

CITY:

City of San Fernando
[INSERT Name of Department/Division]
[INSERT Address]
Attn: [INSERT Title of CITY Contact]
Phone: [INSERT Dept Phone]
Fax: [INSERT Dept Fax]

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight

(48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF SAN FERNANDO

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

By: _____
Nick Kimball , Interm-City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney