



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
SEPTEMBER 17, 2018 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Vice Mayor Antonio Lopez
Councilmember Jaime Soto
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Bob Arvizu, Lay Leader of First United Methodist Church of San Fernando

APPROVAL OF AGENDA

PRESENTATIONS

- a) CERTIFICATES OF RECOGNITION TO THE HOMELESS CONNECT VENDORS AND VOLUNTEERS
Police Lieutenant Nichole Hanchett
- b) PRESENTATION BY VETERANS OF FOREIGN WARS (VFW) POST 3834
Mayor Sylvia Ballin
- c) TEENS FOR A BETTER COMMUNITY
Director of Recreation & Community Services Julian J. Venegas
- d) SAN FERNANDO LIBRARY - HOMELESS AND LOW INCOME OUTREACH EVENT
Liana Stepanyan, Community Library Manager

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – September 17, 2018**Page 2 of 6

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CITY COUNCIL - LIAISON UPDATES**CONSENT CALENDAR**

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

1) REQUEST TO APPROVE THE MINUTES OF:

- a) **AUGUST 20, 2018 – REGULAR MEETING**
- b) **SEPTEMBER 4, 2018 – SPECIAL MEETING**
- c) **SEPTEMBER 4, 2018 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 18-092 approving the Warrant Register.

3) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL WATER MANAGEMENT GROUP OF GREATER LOS ANGELES COUNTY REGION AND THE 2014 UPDATED INTEGRATED REGIONAL WATER MANAGEMENT PLAN

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – September 17, 2018**Page 3 of 6

Recommend that the City Council:

- a. Adopt Resolution No. 7884 approving the adoption of the Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region;
- b. Adopt Resolution No. 7888 approving the adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan; and
- c. Authorize the City Manager to execute the Memorandum of Understanding for Integrated Regional Water Management Planning and Implantation for the Greater Los Angeles County Region (Contract No. 1896).

4) CONSIDERATION TO ADOPT AN ORDINANCE APPROVING A REQUEST FOR THE APPROVAL OF A TENTATIVE PARCEL MAP TO SUBDIVIDE A 15,800 SQUARE FOOT PROPERTY INTO THREE LOTS – TENTATIVE PARCEL MAP 2017-01 (NO. 74153); 927 SEVENTH STREET

Recommend that the City Council waive full reading of Ordinance No. 1680 and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California, approving a request for the approval of a tentative parcel map to subdivide a 15,800 square foot property into three lots as follows: Parcel 1 will consist of approximately 3,879 square feet and Parcel 2 will consist of approximately 4,909 square feet and Parcel 3 will consist of approximately 4,910 square feet, each. The project site consists of a 79-foot by 200-foot lot and is located at the corner of Seventh Street and Macneil Street within the single-family residential zone (R-1 Zone)."

5) CONSIDERATION TO ADOPT AN ORDINANCE AND RESOLUTION AMENDING THE SAN FERNANDO MUNICIPAL CODE PERTAINING TO SERVING AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY FACILITIES

Recommend that the City Council waive full reading of Ordinance No. 1681 and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California, amending Section 54-18 (Intoxicating Liquor Prohibited) of Article I (General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code to authorize the presence and consumption of alcohol at City recreational facilities subject to permit conditions."

6) CONSIDERATION TO APPROVE AN AMENDMENT TO THE ENGINEERING SOLUTIONS SERVICES CONTRACT FOR GRANT ASSISTANCE SERVICES

Recommend that the City Council:

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – September 17, 2018**

Page 4 of 6

- a. Waive formal bid requirements and approve Contract No. 1897(a) with Engineering Solutions Services to increase the amount of compensation of the initial term of contract and subsequent one-year renewal to a not-to-exceed amount of \$50,000 per contract year; and
- b. Authorize the City Manager, or designee, to execute all related documents.

7) CONSIDERATION TO ADOPT A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE WATER RESERVOIR PROPERTY ACQUISITION EXPENDITURES WITH BOND PROCEEDS OR OTHER DEBT INSTRUMENT

Recommend that the City Council adopt Resolution No. 7876 declaring the City's intent to reimburse expenses related to property acquisition for construction of a new Water Reservoir from bond proceeds or other debt instrument.

8) FAIR POLITICAL PRACTICES COMMISSION – 2018 LOCAL AGENCY BIENNIAL NOTICE

Recommend that the City Council receive and file the 2018 Local Agency Biennial Notice

ADMINISTRATIVE REPORTS

9) CONSIDERATION TO ADOPT AN ORDINANCE ADOPTING BY REFERENCE THE CURRENT 2016 EDITION CITY OF LOS ANGELES BUILDING STANDARDS CODES AND FIRE CODE

Recommend that the City Council:

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1682, "An Ordinance of the City of San Fernando, California, Amending Article VII of Chapter 18 of the San Fernando City Code, Adopting by Reference Division II of Chapter 1 of the 2016 edition of the California Building Code, which is codified in Part 2 of Title 24 of the California Code of Regulations; the 2017 edition of the City of Los Angeles Building Code, as in Effect on December 30, 2016; the City of Los Angeles Electrical Code, as in Effect on December 30, 2016; the 2017 edition the City of Los Angeles Mechanical Code, as in Effect December 30, 2016; the 2017 edition of the City of Los Angeles Plumbing Code, as in Effect December 30, 2016; the 2017 edition of the City of Los Angeles Residential Code, as in Effect December 30, 2016; and the 2017 edition of the City of Los Angeles Green Building Code, as in Effect December 30, 2016, which are Codified in Articles 1, 1.5, 3, 4, 5 and 9 of Chapter IX of the City of Los Angeles Municipal Code, including appendices, amendments, additions and deletions thereto; and amending Article II of Chapter 38 of the San Fernando City Code, adopting by reference the City of Los Angeles Fire Code, as in Effect May 30, 2017, which is codified in Article

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – September 17, 2018**

Page 5 of 6

7 of Chapter V of the City of Los Angeles Municipal Code, including appendices, amendments, additions and deletions thereto.”; and

- b. Direct staff to provide for notice of a Public Hearing on the proposed adoption of Ordinance No. 1682 at the October 1, 2018 regular City Council meeting.

10) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC., DBA KOSMONT COMPANIES, TO PROVIDE REAL ESTATE ADVISORY SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contact No. 1895) with Kosmont & Associates, Inc., dba Kosmont Companies (Kosmont Companies) in an amount not-to-exceed \$30,000 to provide real estate advisory services; and
- b. Authorize the City Manager to execute all related documents.

11) PRESENTATION OF MEASURE “A” ANNUAL REPORT

Recommend that the City Council receive and file the 2018 Annual Report on the collection, management, and expenditure of Measure “A” as required by the City Code.

12) DISCUSSION AND REVIEW OF OUTLINE FOR PROPOSED CANNABIS ORDINANCE

Recommend that the City Council:

- a. Discuss the outline for the proposed Cannabis Ordinance;
- b. Review the tentative implementation timeline; and
- c. Direct staff as appropriate.

13) CONSIDERATION TO ADOPT A RESOLUTION IN SUPPORT FOR AND DECLARATION OF CLEAN AIR DAY

This item is placed on the agenda by Mayor Sylvia Ballin.

14) CONSIDERATION TO APPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

This item is placed on the agenda by Mayor Sylvia Ballin.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – September 17, 2018**

Page 6 of 6

15) REQUEST FOR THE CITY COUNCIL TO AGENDIZE TERMINATION OF CITY ATTORNEY CONTRACT ON A FUTURE MEETING AGENDA FOLLOWING CLOSED SESSION DISCUSSION ON THE MATTER

This item is placed on the agenda by Councilmember Jaime Soto.

16) DISCUSSION REGARDING THE ROLE OF CHIEFS OF POLICE WITH RESPECT TO THE U.S. CONSTITUTION AND THE BILL OF RIGHTS

This item is placed on the agenda by Councilmember Jaime Soto.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****ADJOURNMENT**

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: September 13, 2018 (7:00 p.m.)

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

Regular Meeting

San Fernando City Council

*This Page
Intentionally
Left Blank*

1a

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 20, 2018 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Vice Mayor Antonio Lopez called the meeting to order at 6:15 p.m.

Present:

Council: Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo, Jaime Soto (arrived at 6:10 p.m.) and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Mayor Sylvia Ballin (previously notified staff that she would be on vacation)

PLEDGE OF ALLEGIANCE

Led by Deputy City Manager/Director of Finance Nick Kimball

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

- a) CERTIFICATES TO THE SPONSORS AND KEY PARTICIPANTS FOR NATIONAL NIGHT OUT EVENT
- b) PRESENTATION BY TREVOR M. RICHMOND, DEPUTY CHIEF BUREAU COMMANDER, LOS ANGELES FIRE DEPARTMENT OPERATIONS VALLEY BUREAU

SAN FERNANDO CITY COUNCIL
MINUTES – August 20, 2018
Page 2

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Jude Hernandez talked about the lack of street parking and the growing population of the City and believes that future parking issues need to be addressed (a study should be done).

Mary Mendoza spoke highly of Community Services Supervisor Juan Salas, inquired about the traffic accident on Brand Blvd., expressed disappointment regarding the lack of notification to residents and businesses regarding filming, asked that that Council be considerate of audience members waiting to speak on Public Hearing issues and not make them wait so long, and inquired about ethics and conflict of interest training for commissioners.

CITY COUNCIL - LIAISON UPDATES

Councilmember Soto gave updates regarding the Ad Hoc Committees that he serves including the recent meeting of the Fire Dept Ad Hoc Committee with Vice Mayor Lopez and Deputy City Manager/Director of Finance Nick Kimball.

Councilmember Fajardo also gave an update regarding the Ad Hoc Committees he serves.

Councilmember Gonzales gave an update regarding the Veterans Ad Hoc Committee and the Independent Cities Association.

Vice Mayor Lopez gave update regarding the Ad Hoc Committee meeting with Councilmember Soto.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the following Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. JULY 2, 2018 – REGULAR MEETING
 - b. AUGUST 6, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

SAN FERNANDO CITY COUNCIL**MINUTES – August 20, 2018****Page 3**

- 3) CONSIDERATION TO ACCEPT THE HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS GRANT AND AWARD A CONTRACT TO WILL DAN ENGINEERING TO DESIGN THE PROJECT, FEDERAL PROJECT NO. H8-07-046
- 4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF SAN FERNANDO CAFETERIA PLAN AND SUMMARY PLAN DESCRIPTION DOCUMENTS
- 5) CONSIDERATION TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN FERNANDO AN APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE
- 6) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN WEST CITY LIMIT AND SOUTH HUNTINGTON STREET, CDBG PROJECT NO. 601882-17 JOB NO. 7599, PLAN NO. P-724
- 7) CONSIDERATION TO ADOPT RESOLUTION NO. 7883 RESCINDING PRIOR RESOLUTION NO. 7346 AND FURTHER AMEND THE PROCEDURAL MANUAL REGARDING CITY COUNCIL MEETINGS IN DECEMBER

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 8) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2018 LEAGUE OF CALIFORNIA CITIES RESOLUTIONS

City Manager Meyerhoff presented the staff report and discussion ensued amongst Councilmembers. By consensus, Council agreed to move the item to the following meeting to allow additional time to review the item.

- 9) REVIEW AND DISCUSS THE CITY'S UNFUNDED PENSION AND RETIREE HEALTH BENEFIT LIABILITIES AND STRATEGIES TO IMPROVE FUNDING LEVELS

Deputy City Manager/Director of Finance Kimball presented the staff report and replied to various questions from Councilmembers.

Motion by Vice Mayor Lopez, seconded by Councilmember Gonzales, that staff:

- a. Put together a Request for Proposals (RFP) to analyze pension costs and propose funding strategies, bring back to City Council for review and selection of the firm;
- b. Begin engaging in the research and purchase on pension and Other Post-Employment Benefits (OPEB) forecasting software applications;

SAN FERNANDO CITY COUNCIL**MINUTES – August 20, 2018****Page 4**

- c. Cite the data on the PowerPoint presentation and post the CalPERS actuarial on the City's website; and
- d. Bring back additional information (provide a presentation) on potential savings for refinancing the City's unfunded liability tail.

The motion carried with the following vote:

AYES: Gonzales, Fajardo, Soto, Lopez – 4
ABSENT: Ballin – 1
NOES: None

10) **CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2018-2019**

Deputy City Manager/Director of Finance Kimball presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 7882 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System; fixing the property tax rate for Fiscal Year 2018-2019 at \$0.227340 per \$100 of assessed valuation; and levying that tax rate upon all taxable property in the City. By consensus, the motion carried.

11) **CONSIDERATION TO DIRECT STAFF TO PREPARE A LETTER TO METRO REQUESTING CERTAIN SPECIFICATIONS TO BE INCLUDED IN THE DESIGN OF THE MACLAY LIGHT RAIL STATION**

Vice Mayor Lopez gave a brief report and suggested that Councilmembers provide their comments and feedback to staff no later than Wednesday so that the letter would be sent to Metro by Friday.

12) **DISCUSSION REGARDING CITY COUNCIL AD HOC COMMITTEES**

A brief discussion ensued and Councilmembers suggested moving Mayor Ballin's item to the next meeting since she was not present.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Julian J. Venegas provided departmental updates and invited Councilmembers to attend the rededication of Layne Park on Saturday.

Director of Community Development Timothy Hou reported that his staff will participate in the Chamber of Commerce event on August 23, his department would be hosting the American Planners Association event on August 30, and said he met with the newest Planning Commissioner Ivan Gonzalez who is excited to join the Commission.

SAN FERNANDO CITY COUNCIL**MINUTES – August 20, 2018****Page 5**

City Manager Meyerhoff reported that the City had a successful bulky item event.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales gave an update regarding Independent Cities Association activities and reported that National Night Out was a great event and everyone had fun.

Councilmember Soto talked about homelessness and asked if there were resources on City's website for families, he also talked about subcontracting a police motorbike program, and asked to create an Ad Hoc Committee entitled Streets, Transportation, and Public Safety. By consensus, there was no objection to appointing both Councilmember Soto and Vice Mayor Lopez to the Ad Hoc. In response to his inquiry, Chief Vairo provided information regarding an earlier five-car accident involving the City's street sweeper.

ADJOURNMENT (9:18 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to adjourn the meeting. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 20, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

1b

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 4, 2018 – 5:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:09 p.m.

Present:

Council: Mayor Sylvia Ballin and Councilmembers Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Vice Mayor Antonio Lopez and Councilmember Jaime Soto

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:10 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – September 4, 2018**

Page 2

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

San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive,
City of San Fernando
Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator
Deputy City Manager/Director of Finance Nick Kimball
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: San Fernando Community Health Center
• Audrey Simons, Chief Executive Officer
Partners in Care Foundation
• June Simmons, President/Chief Executive Officer
Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles
Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator
Director of Public Works/City Engineer Yazdan (Yaz) Emrani
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Christina Garay, LA Homes 4 U, on behalf of owner Richard C.
Patterson
Under Discussion: Price and Terms of Payment Regarding Acquisition of Real Property

D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-031-901, 902 &
903 (San Fernando Mission Blvd., between Celis St. and Pico St.),
City of San Fernando
City Negotiators: City Manager Alexander P. Meyerhoff
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Aszkenazy Development, Inc.
c/o Aaron Aszkenazy
Under Negotiation: Price and Terms of Payment as it Relates to Leasing or Purchasing of
Real Property

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – September 4, 2018
Page 3**

E) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Attorney

RECESS (6:00 P.M.)

RECONVENE /REPORT OUT FROM CLOSED SESSION (6:11 P.M.)

Assistant City Attorney Padilla stated that both Vice Mayor Lopez and Councilmember Soto were absent and reported the following:

Item A – An update was provided by Deputy City Manager/Director of Finance Nick Kimball and Special Counsel. Feedback given by the City Council but no final action was taken.

Item B, C, and D – An update was provided by Community Development Director Tim Hou, feedback was given by the City Council but no final action was taken.

Item E – City Council did not discuss this item that was added by Councilmember Soto who was not present but agreed to possibly discuss after the regular meeting.

RECESS (6:11 P.M.)

RECONVENE (9:25 P.M.)

Item E – The item was not discussed.

ADJOURNMENT (9:25 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to adjourn. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 4, 2018, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

1c

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 4, 2018 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:11 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo, Jaime Soto and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Director of Public Works/City Engineer Yazdan (Yaz) Emrani

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda.

Assistant City Attorney Padilla reported that there was a need to add a walk-on item (Item 9a) regarding appointing another delegate to vote on behalf of the City at the League of California Cities conference since neither delegate (Lopez and Fajardo) would be attending. The item came to staff's attention after the agenda was posted and there is a need for immediate action.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the agenda as amended. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 2**

- a) CITY OF SAN FERNANDO MARIACHI TESORO (MMAF) AWARDED 1ST PLACE AT THE INAUGURAL CALIFORNIA STATE FAIR YOUTH MARIACHI COMPETITION “MARIACHI PROUD”
- b) PRESENTATION BY METRO ON THE NORTH SAN FERNANDO VALLEY BUS RAPID TRANSIT

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Gilbert Perez talked about the potholes throughout the City and said he's tired of having to get wheel alignments on his car.

Dee Akemon said that a hero was buried this week and she read a letter from Mayor Ballin to Senator John McCain dated November 2017.

Rodolfo Salinas began to talk about Public Hearing Item No. 7 but said he would instead wait to speak during the discussion of the item.

Mary Mendoza asked Council to be considerate of audience members present to speak on the public hearing items and not make them wait several hours.

Jaime Soto expressed several concerns including: selling of land should not be done in Closed Session; he believes that City Attorney Rick Olivarez appears to be embroiled in political malfeasance and has failed the City; and Mr. Soto called on the City Council to immediately terminate the contract.

Michael Remenih said he's been attending the meeting for years and has watched the City come out of the brink of bankruptcy and corruption and he finds it ironic that Mr. Soto is talking about wasting taxpayer money while Mr. Soto has cost taxpayers over \$150,000.

City Clerk Chávez read a letter/email (submitted by Katherine Silva) who spoke against agenda Item No. 12.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave updates regarding the Independent Cities Association and the Ad Hoc Committees that he serves.

Councilmember Soto also gave updates regarding the Ice Cream Truck and Fire Station Ad Hoc Committees.

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 3**

Councilmember Fajardo also talked about the Ad Hoc Committees and the League of California Cities conference.

Vice Mayor Lopez also gave an update regarding the Fire Station Ad Hoc Committee.

Mayor Ballin reported that the Metropolitan Water District Board would be meeting next week.

CONSENT CALENDAR

Motion by Vice Mayor Lopez, seconded by Councilmember Fajardo, to approve the Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO APPROVE THE DISPOSITION OF SURPLUS CITY-OWNED VEHICLES
- 3) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT, TRUMAN STREET FROM BRAND BOULEVARD TO SAN FERNANDO MISSION BOULEVARD, FEDERAL PROJECT NO. TCSP-09CA (005), JOB NO. 7579, PLAN NO. P-750
- 4) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH VERSATILE INFORMATION PRODUCTS, INC. FOR THE PURCHASE OF VOICE RECORDERS
- 5) CONSIDERATION TO APPROVE ADDITIONAL SCOPE OF WORK ASSOCIATED WITH THE REHABILITATION OF HUBBARD BOOSTER PUMP NO. 2
- 6) CONSIDERATION TO APPROVE A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT TO FINANCE THE ACQUISITION OF PARKING METERS AND RELATED EQUIPMENT

By consensus, the motion carried.

PUBLIC HEARING

- 7) CONSIDERATION TO ADOPT AN ORDINANCE APPROVING A REQUEST FOR THE APPROVAL OF A TENTATIVE PARCEL MAP TO SUBDIVIDE A 15,800 SQUARE FOOT PROPERTY INTO THREE LOTS – TENTATIVE PARCEL MAP 2017-01 (NO. 74153); 927 SEVENTH STREET

Mayor Ballin declared the Public Hearing open.

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 4**

Director of Community Development Timothy T. Hou introduced Associate Planner Gerardo Marquez who presented the staff report. Both replied to questions from Councilmembers.

Discussion ensued amongst Councilmembers and staff.

Mayor Ballin called for public testimony.

Rodolfo Salinas expressed concern regarding the proposed three lots on one parcel, lack of current parking and increased parking issues, the process (only three Commissioners were present to vote on the item), and his attempt to file an appeal and the \$1,500 cost to do so.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to close the Public Hearing. By consensus, the motion carried.

Discussion ensued amongst Councilmembers and staff.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to:

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1680, “An Ordinance of the City Council of the City of San Fernando, California, approving a request for the approval of a tentative parcel map to subdivide a 15,800 square foot property into three lots as follows: Parcel 1 will consist of approximately 3,879 square feet and Parcel 2 will consist of approximately 4,909 square feet and Parcel 3 will consist of approximately 4,910 square feet, each. The project site consists of a 79-foot by 200-foot lot and is located at the corner of Seventh Street and Macneil Street within the single-family residential zone (R-1 Zone)”; and
- b. Affirm the City’s determination that the proposed Ordinance is subject to the California Environmental Quality Act (CEQA), and that staff has conducted the appropriate environmental analysis in compliance with CEQA requirements. Based on that assessment, staff has adopted a mitigated negative declaration for the project. The environmental analysis notes possible short term impacts during the construction phase of the project which will be mitigated in order to provide less than a significant impact on the environment. The public review period for the Negative Declaration was from December 27, 2017 and ended on January 17, 2018.

The motion carried with the following vote:

AYES:	Gonzales, Fajardo, Lopez, Ballin – 4
NOES:	None
ABSENT:	None
ABSTAIN:	Soto – 1

- 8) CONSIDERATION TO ADOPT AN ORDINANCE AND RESOLUTION AMENDING THE SAN FERNANDO MUNICIPAL CODE PERTAINING TO SERVING AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY FACILITIES

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 5**

Mayor Ballin declared the Public Hearing open.

Director of Recreation & Community Services Julian J. Venegas presented the staff report and replied to questions from Councilmembers.

Mayor Ballin called for public testimony; there were no public comments.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to close the Public Hearing. By consensus, the motion carried.

Discussion ensued amongst Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to:

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1681, “An Ordinance of the City Council of the City of San Fernando, California, amending Section 54-18 (Intoxicating Liquor Prohibited) of Article I (General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code to authorize the presence and consumption of alcohol at City recreational facilities subject to permit conditions.”;
- b. Adopt Resolution No. 7885 adopting a Management Policy/Procedure for regulating the Serving and Consumption of Alcoholic Beverages in City Facilities;
- c. Adopt Resolution No. 7886 adopting a processing fee for issuing an alcohol use permit; and
- d. Include an amendment to implement a 10% surcharge for non-residents provided that such plan is feasible and within the jurisdiction that the Finance Director and City Attorney authorize.

The motion carried with the following vote:

AYES:	Gonzales, Fajardo, Soto, Lopez, Ballin – 5
NOES:	None
ABSENT:	None

ADMINISTRATIVE REPORTS

- 9) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2018 LEAGUE OF CALIFORNIA CITIES RESOLUTIONS
- 9a) DESIGNATION OF A VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES GENERAL ASSEMBLY MEETING ON SEPTEMBER 13, 2018.

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 6**

City Manager Meyerhoff presented the staff report and stated that both voting delegates (Lopez and Fajardo) were unable to attend the League of California Cities Annual Business Meeting to vote on the City's behalf on the two resolutions.

No other Councilmembers were available to attend; no action taken on either item.

The following item was taken out of order.

11) DISCUSSION REGARDING VIOLATION OF CITY POLICY PERTAINING TO DONATIONS FROM EL SUPER, CITY COUNCIL DIRECTIVES, AND OTHER RULES AND PROCEDURES

Councilmember Fajardo expressed concern whether policies are being broken, if appropriate disciplinary action would be taken, wondered if employees are treated equally, and asked at what point would the City Manager get involved.

Mayor Ballin said these are important policy questions but expressed concern and suggested that the discussion be held off-line in a meeting with the City Attorney, City Manager and Police Chief.

No action taken (a meeting would be held with staff).

By consensus, Council agreed with Councilmember Gonzales' suggestion to receive an update regarding the labor group and whether the issue had been resolved with El Super.

10) DISCUSSION REGARDING BADGES FOR CITY COUNCILMEMBERS

Councilmember Fajardo explained why he added the item to the agenda and asked if there was a true necessity to provide police-type badges to Councilmembers since they already have identification badges as well and suggested ending the practice.

Police Chief Anthony Vairo added that the badges very much resemble a police badge and suggested, if Council decides to keep them, they be redesigned.

Discussion ensued amongst Councilmembers and staff.

Motion by Vice Mayor Lopez, seconded by Councilmember Gonzales, to keep the Councilmember badges as-is, but if (in the future) they are misused, they are to be removed immediately from all Councilmembers.

The motion carried with the following vote:

AYES:	Gonzales, Soto, Lopez, Ballin – 4
NOES:	Fajardo – 1
ABSENT:	None

At this time (8:57 p.m.) Councilmember Fajardo left the Council Chambers.

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 7**

- 12) DISCUSSION AND REQUEST TO PREPARE AND SUBMIT A LETTER IN SUPPORT OF ISRAEL AND PRIME MINISTER BENJAMIN NETANYAHU THAT CORRELATES WITH ROSH HASHANAH AND THE SABBATH OF YOM KIPPUR

Councilmember Soto gave a brief presentation and said that he would like to show that the City is in one partnership and has unwavering support for the state of Israel.

Discussion ensued amongst Councilmembers and staff.

Motion by Vice Mayor Lopez that staff work with Councilmember Soto on drafting a letter to be circulated to Councilmembers and each may sign if they choose.

Mayor Ballin seconded the motion with the recommendation that Councilmember Soto draft the letter to be circulated. Vice Mayor Lopez accepted the amendment and the motion carried with the following vote:

AYES: Gonzales, Soto, Lopez, Ballin – 4
NOES: None
ABSENT: Fajardo – 1

- 13) DISCUSSION REGARDING THE ROLE OF CHIEFS OF POLICE WITH RESPECT TO THE U.S. CONSTITUTION AND THE BILL OF RIGHTS

Councilmember Soto inquired whether Chief Vairo brought the penal code with him (he did not) and suggested tabling the item for the next time. Mayor Ballin asked if Councilmember Soto would include additional information and either submit it to the City Clerk or attach to the report.

- 14) DISCUSSION REGARDING THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT PROGRAM AND SAFETY PROTOCOLS

Councilmember Soto talked about his concerns regarding mosquitos, vector control protocols and regulations, asked about the chemicals being sprayed and whether they're potentially harmful to wildlife, domestic animals, and children. Staff will contact the County for more information and Mayor Ballin announced that a new representative would be appointed at the upcoming meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Julian Venegas reported that the Recreation and Community Service Commission would be meeting on September 11.

Director of Community Development Hou reported that the Planning and Preservation Commission will be back here tomorrow to discuss a conditional use permit for a restaurant expanding their outdoor dining.

Director of Public Works/City Engineer Emrani reported that the FEMA grant application was

SAN FERNANDO CITY COUNCIL**MINUTES – September 4, 2018****Page 8**

submitted for the water tank reservoir and he said there will be a Transportation & Safety Commission meeting next Wednesday.

City Manager Meyerhoff asked that Councilmembers respond to Executive Assistant Julie Fernandez as she was reaching out to them to schedule various Ad Hoc Committee meetings.

GENERAL COUNCIL COMMENTS

Councilmember Soto said that the Mariachi Tesoro band sounded great and wished everyone in the Jewish community a happy Yom Kippur and Rosh Hashanah.

Mayor Ballin wished everyone a good evening.

ADJOURNMENT (9:25 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to adjourn both special and regular meetings. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 4, 2018, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: September 17, 2018

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-092 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 18-092

ATTACHMENT “A”**RESOLUTION NO. 18-092****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-092****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT “A”) as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of September, 2018, by the following vote to it:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
09/12/2018 1:50:35PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
211626	9/17/2018	892992 2015-3 IH2 BORROWER LP	37-3685-06		WATER ACCT REFUND-1003 KEWEN 070-2010	30.62	
					Total :	30.62	
211627	9/17/2018	100031 A-1 LAWNMOWER INC.	77329		WHEEL YOKES & COVER-PK0083 041-320-0390-4400	439.05	
					Total :	439.05	
211628	9/17/2018	890104 ABBA TERMITE & PEST CONTROL	35827		BEEHIVE REMOVAL-PARKING LOT 2N 5 029-335-0000-4300	95.00	
					Total :	95.00	
211629	9/17/2018	888356 ADVANCED AUTO REPAIR	1261		VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0390-4400	375.00	
			1264	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0311-4400	320.00	
			1266	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0370-4400	75.00	
			1270	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0390-4400	70.50	
			1272	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	112.50	
			1275	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0224-4400	1,475.50	
			1276	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	1,435.30	
			1277	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0320-4400	726.90	
			1279	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	463.20	
			1281	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	733.85	
			1284	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0390-4400	393.37	
					Total :	6,181.12	
						Page: 1	

Page: 1

vchlist

09/12/20181:50:35PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211630	9/17/2018	892987 AGARONIAN, TATEVIK	35-3035-00		WATER ACCT REFUND-1401 CELIS (10:070-2010	13.12
					Total :	13.12
211631	9/17/2018	889043 ALADIN JUMPERS	1808		DANCE FLOOR RENTAL-08/03/18001-424-0000-4260	650.00
			1818		DANCE FLOOR RENTAL-08/10/18001-424-0000-4260	650.00
			1819		DANCE FLOOR RENTAL-08/17/18001-424-0000-4260	650.00
			1820		DANCE FLOOR RENTAL-08/19/18001-424-0000-4260	650.00
			1821		DANCE FLOOR RENTAL-08/26/18001-424-0000-4260	650.00
					Total :	3,250.00
211632	9/17/2018	100143 ALONSO, SERGIO	AUG 2018		MMA INSTRUCTOR001-424-0000-4430	1,200.00
					Total :	1,200.00
211633	9/17/2018	892975 ALTA LANGUAGE SERVICES INC	IS398774		LISTENING & SPEAKING TEST001-106-0000-4270	50.00
					Total :	50.00
211634	9/17/2018	892781 ARMITAGE TACTICAL GROUP	SANFERNPD110918		RGSTR-LAW ENFORCEMENT ARMOER001-225-0000-4370	195.00
					Total :	195.00
211635	9/17/2018	889942 ATHENS SERVICES	5263762	11839	STREET SWEEPING SERVICES-JULY 2011-311-0000-4260	12,249.41
				11839	001-343-0000-4260	2,299.89
					Total :	14,549.30
211636	9/17/2018	891209 AUTONATION SSC	275078		BACK-UP CAMERA-PD0000041-320-0225-4400	376.67
					Total :	376.67
211637	9/17/2018	890546 BARAJAS, CRYSTAL	AUG 2018		MMA MENTOR INSTRUCTOR	

Page:

Page: 2

Voucher List		Page: 3	
09/12/2018 1:50:35PM		CITY OF SAN FERNANDO	
Bank code : bank3			
Voucher	Date	Vendor	Amount
211637	9/17/2018	890546 BARAJAS, CRYSTAL	(Continued)
			001-424-0000-4430
			Total : 357.00
211638	9/17/2018	892784 BARAJAS, MARIA BERENICE	AUG 2018-1
			TOTAL BODY CONDITIONING INSTRU
			017-420-1337-4260
			100.00
			AUG 2018-2
			CROSSFIT/CARDIO INSTRUCTOR
			017-420-1337-4260
			210.00
			AUG 2018-3
			CYCLING INSTRUCTOR
			017-420-1337-4260
			90.00
			Total : 400.00
211639	9/17/2018	892991 BARKER, PRICILLA	62-0920-11
			WATER ACCT REFUND-406 ALEXANDE
			070-2010
			89.95
			Total : 89.95
211640	9/17/2018	891301 BERNARDEZ, RENATE Z.	465
			INTERPRETATION SERVICES-CC MTG
			001-101-0000-4270
			250.00
			Total : 250.00
211641	9/17/2018	891890 BLODGETT BAYLOSIS	181717
			11806
			ENVIRONMENTAL CONSULTANT SERVI
			001-2203
			3,500.00
			Total : 3,500.00
211642	9/17/2018	890838 BLUE TARP CREDIT SERVICES	40936069
			TUBES FOR MONEY CART-WA4416
			070-381-0000-4400
			35.98
			Total : 35.98
211643	9/17/2018	100405 BONANZA CONCRETE, INC.	62031
			CONCRETE FOR STREETS & SIDEWAL
			001-311-0000-4300
			957.00
			62212
			CONCRETE FOR STREETS & SIDEWAL
			001-311-0000-4300
			1,265.00
			Total : 2,222.00
211644	9/17/2018	890684 BROADLUX INC	BR112548-01
			11792
			FUEL MANAGEMENT SYSTEM FOR CN
			016-310-3661-4600
			16,406.84
			Total : 16,406.84

vchlist

09/12/2018 1:50:35PM

Voucher List

CITY OF SAN FERNANDO

Page:

4

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211645	9/17/2018	888800 BUSINESS CARD	071818		DINNER FOR CC & STAFF-CC MTG 07/1	
			080218		001-101-0000-4300	58.10
			080218		DAY CAMP TRIP	
					017-420-1399-4300	720.00
			080218		DAY CAMP TRIP SNACKS	
					017-420-1399-4300	519.25
			081318		PRINTER CABLE	
					001-130-0000-4300	39.94
			081518		FITNESS PROGRAM SUPPLIES	
					017-420-1337-4300	33.40
			081718		FITNESS PROGRAM SUPPLIES	
					017-420-1337-4300	9.99
			082118		ANNUAL MEMBERSHIP DUES	
					001-105-0000-4380	400.00
			082118		RGSTR-BUSINESS CONF FORECAST C	
					001-105-0000-4370	125.00
			082218		DINNER FOR CC & STAFF-CC MTG 08/2	
					001-101-0000-4300	58.10
			082218		RGSTR-CITY CLERK ANNUAL CONF ON	
					001-115-0000-4360	300.00
			082218		LODGING-CALPERS EDUCATIONAL FO	
					001-101-0101-4370	198.00
			082418		SENIOR CLUB-WESTERN DAY CELEBR	
					004-2346	22.20
			082718		SENIOR CLUB-WESTERN DAY CELEBR	
					004-2346	14.36
			082718		EQUIP FOR FINANCE PRINTER	
					001-130-0000-4300	36.95
			083018		BASKETBALL PROG SUPPLIES	
					017-420-1328-4300	17.98
			083018		CERTIFICATE JACKETS	
					001-101-0000-4300	500.94
			083118		FINANCE CHARGES	
					001-190-0000-4435	229.16
Total :						3,283.37
211646	9/17/2018	888800 BUSINESS CARD	082218		AIRFARE-SBSLI POST TRAINING IN	

Page:

4

vchlist 09/12/2018 1:50:35PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211646	9/17/2018	888800 BUSINESS CARD	(Continued)		001-225-0000-4370	131.96
			082418		BREAK ROOM & GENERAL SUPPLIES	
					001-222-0000-4300	274.57
					Total :	406.53
211647	9/17/2018	888800 BUSINESS CARD	082418		RGSTR-CHAPTER MEETING ON 09/19/	
					001-130-0000-4370	80.00
					Total :	80.00
211648	9/17/2018	892621 CALIFORNIA TRAINING INSTITUTE	1599		RGSTR-FORCE ENCOUNTER ANAYLSI	
					001-225-0000-4360	350.00
					Total :	350.00
211649	9/17/2018	889056 CALLEROS, MARIA	REIMB.		ITEMS PURCHASED FOR CITY BDAY	
					004-2359	163.43
					001-420-0000-4300	17.51
					001-420-0000-4390	20.39
					Total :	201.33
211650	9/17/2018	891860 CARL WARREN & COMPANY	10393-10404		REIMB. OF ITF ACCT (LIABILITY CLAIM	
					006-1037	6,759.20
					Total :	6,759.20
211651	9/17/2018	103814 CERVANTES, JORGE	TRAVEL		PER DIEM-ICI ROBBERY TRAINING IN (
					001-224-0000-4360	245.00
					Total :	245.00
211652	9/17/2018	103816 CHAVEZ, ELENA	REIMB.		FY2018-2019 WELLNESS BENEFIT REI	
			REIMB.		001-115-0000-4140	50.00
					ELECTION GIVE AWAY ITEMS	
					001-116-0000-4300	133.17
					Total :	183.17
211653	9/17/2018	891767 CHAVEZ, ELIZABETH	AUG 2018		ZUMBA INSTRUCTOR	
					017-420-1337-4260	75.00
					Total :	75.00
						Page: 5

vchlist 09/12/2018 1:50:35PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211654	9/17/2018	887917 CHIASSON, COURTNEY JAMES	REIMB.		PARKING-FORCE ENCOUNTER TRAINI	
					001-225-0000-4370	11.25
					Total :	11.25
211655	9/17/2018	100731 CITY OF LOS ANGELES	74WP190000026	11830	FY 18-19 ASSSC OPERATION & MAINT	
			74WP190000027	11831	072-365-0629-4600	167,322.00
					FY 18-19 ASSSC CAPITAL PORTION	
					072-365-0629-4600	119,905.00
					Total :	287,227.00
211656	9/17/2018	103029 CITY OF SAN FERNANDO	1048-1060		REIMB TO WORKER'S COMP ACCT	
					006-1038	11,904.91
					Total :	11,904.91
211657	9/17/2018	892480 CLEAN ENERGY	15		CNG FUELING STATION IMPROVEMEN	
				11552	010-310-3661-4600	19,205.60
				11552	010-320-3697-4600	4,801.40
					010-2037	-1,200.35
					Total :	22,806.65
211658	9/17/2018	100754 COLLEGE OF THE CANYONS	1712		REGISTRATION-CAREER FAIR ON 10/1	
					001-222-0000-4270	50.00
					Total :	50.00
211659	9/17/2018	892687 CORE & MAIN LP	J164977		WATER & FIRE SERVICE MATERIALS	
			J188054	11842	070-383-0301-4300	316.26
			J217471	11842	WATER & FIRE SERVICE MATERIALS	
					070-383-0301-4300	746.80
			J364984	11842	WATER & FIRE SERVICE MATERIALS	
					070-383-0301-4300	1,158.14
			J373294	11842	WATER & FIRE SERVICE MATERIALS	
					070-383-0301-4300	395.29
			J392850	11842	WATER & FIRE SERVICE MATERIALS	
					070-383-0301-4300	316.26
					Total :	175.83
					3,108.58	
						Page: 6

vchlist

09/12/20181:50:35PM

Voucher List

CITY OF SAN FERNANDO

Page:

7

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211660	9/17/2018	888743 COUNTY OF LOS ANGELES	AR0179959		CITY YARD TRANSFER STATION PERM 001-311-0000-4260	162.00
					Total :	162.00
211661	9/17/2018	891533 DEXYP	610038434987		DOMAIN REGISTRATION & E-MAIL 001-190-0000-4220	56.73
					Total :	56.73
211662	9/17/2018	891425 DIAZ, MARISOL	REIMB.		SUPPLIES PURCHASED FOR LAYNE P/ 001-420-0000-4300 004-2382 001-420-0000-4390	53.60 88.03 77.72
					Total :	219.35
211663	9/17/2018	890879 EUROFINS EATON ANALYTICAL, INC	L0399069		WATER ANALYSIS-F746597 070-384-0000-4260	139.60
			L0402246		WATER ANALYSIS-F750660 070-384-0000-4260	159.60
			L0402465		WATER ANALYSIS-F750301 070-384-0000-4260	100.00
			L0402953		WATER ANALYSIS-F751385 070-384-0000-4260	159.60
			L0403231		WATER ANALYSIS-F751517 070-384-0000-4260	159.60
			L0403438		WATER ANALYSIS-F748901 070-384-0000-4260	175.00
			L0403700		WATER ANALYSIS-F751923 070-384-0000-4260	159.60
			L0404042		WATER ANALYSIS-F752519 070-384-0000-4260	159.60
			L0404334		WATER ANALYSIS-F735049 070-384-0000-4260	984.60
			L0404337		WATER ANALYSIS-F752681 070-384-0000-4260	159.60
			L0404910		WATER ANALYSIS-F753292 070-384-0000-4260	159.60
			L0406248		WATER ANALYSIS-F753932	

Page:

7

Page: 7

vchlist		Voucher List				Page: 8	
09/12/2018 1:50:35PM		CITY OF SAN FERNANDO					
Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
211663	9/17/2018	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		070-384-0000-4260	164.00	
			L0407008		WATER ANALYSIS-F755495		
					070-384-0000-4260	164.00	
					Total :	2,844.40	
211664	9/17/2018	103851 EVERSOF, INC.	R1850801		WATER SOFTNER-WELL 2A		
					070-384-0000-4260	154.39	
			R1850802		WATER SOFTNER-WELL 4A		
					070-384-0000-4260	157.32	
					Total :	311.71	
211665	9/17/2018	891622 FARMER BROTHERS	68261083		BREAK ROOM SUPPLIES		
					001-222-0000-4300	49.50	
					Total :	49.50	
211666	9/17/2018	101147 FEDEX	6-286-77593		COURIER SERVICE		
					001-190-0000-4280	61.15	
					Total :	61.15	
211667	9/17/2018	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172-		MWD METER		
					070-384-0000-4220	45.95	
			209-151-4939-102990		MUSIC CHANNEL		
					001-190-0000-4220	41.82	
			209-188-4361-031792		RDC PHONE LINES		
					001-420-0000-4220	104.86	
			209-188-4362-031792		POLICE MAJOR PHONE LINES		
					001-222-0000-4220	573.26	
			209-188-4363-031892		VARIOUS PHONE LINES		
					001-190-0000-4220	73.80	
					070-384-0000-4220	223.05	
					001-420-0000-4220	250.38	
			818-361-6728-080105		ENGINEERING FAX LINE		
					001-310-0000-4220	16.91	
			818-837-1509-032207		PUBLIC WORKS PHONE LINE		
					001-190-0000-4220	15.87	
			818-838-4969-021803		PD ALARM PANEL		

Page: 8

vchlist		Voucher List				Page: 9	
09/12/2018 1:50:35PM		CITY OF SAN FERNANDO					
Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
211667	9/17/2018	892198 FRONTIER COMMUNICATIONS	(Continued)		001-222-0000-4220	115.97	
					Total :	1,461.87	
211668	9/17/2018	892172 FUEL SOLUTIONS INC.	18-1603	11359	CNG FUEL STATION UPGRADE PROJEC	2,092.80	
				11359	010-310-3661-4600	523.20	
					010-320-3697-4600		
					Total :	2,616.00	
211669	9/17/2018	891664 GOLDEN TOUCH CLEANING, INC	65487	11811	AUG-JANITORIAL SERVICES CONTRAC	13,345.50	
					043-390-0000-4260	296.00	
					017-420-1399-4260		
					Total :	13,641.50	
211670	9/17/2018	892550 GOVEA, DAVID	AUG 2018		COMMISSIONER'S STIPEND		
					001-115-0000-4111	50.00	
					Total :	50.00	
211671	9/17/2018	892995 GUZMAN, CONSUELO	2000132.003		SENIOR DANCE REFUND	15.00	
					004-2380		
					Total :	15.00	
211672	9/17/2018	101434 GUZMAN, JESUS ALBERTO	AUG 2018		MMAP INSTRUCTOR	1,800.00	
					001-424-0000-4430		
					Total :	1,800.00	
211673	9/17/2018	101512 HDL, COREN & CONE	0025773-IN		2017-2018 CAFR STATS REPORTS	745.00	
					001-130-0000-4270		
					Total :	745.00	
211674	9/17/2018	101511 HINDERLITER DE LLAMAS & ASSOC.	0029871-IN		CONTRACTUAL SERVICES-SALES TAX	6,330.09	
					001-130-0000-4270		
					Total :	6,330.09	
211675	9/17/2018	101593 I.M.S.A.	26		RGSTR- TRAFFIC SIGNAL TRIANING	290.00	
					043-390-0000-4360		
					Total :	290.00	
Page:							

Page: 9

vchlist

09/12/20181:50:35PM

Voucher List

CITY OF SAN FERNANDO

Page:

10

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211676	9/17/2018	101593 I.M.S.A.	083018		TRAINING MANUAL-TRAFFIC SIGNAL C 043-390-0000-4360	78.82 78.82
211677	9/17/2018	101599 IMAGE 2000 CORPORATION	226529 227493		STAPLES FOR ADMIN COPIER 001-190-0000-4300 CONTRACT BASE RATE FOR EQ1067-0 001-135-0000-4260	89.35 186.82 276.17
211678	9/17/2018	891570 INNOVATIVE TELECOM. SYSTEMS	2392		TELEPHONE EQUIPMENT MAINT-OCT ; 001-190-0000-4260	395.00 395.00
211679	9/17/2018	892330 INTERNATIONAL BUSINESS, INFORMATION TI 1967			LEFTA ANNUAL IT SUPPORT 001-222-0000-4260	1,000.00 1,000.00
211680	9/17/2018	891081 INTERSTATE ALL BATTERY CENTER	1909301006976		BATTERY STORAGE BOXES 041-320-0000-4300	60.22 60.22
211681	9/17/2018	101647 INTERSTATE BATTERY	30077048		BATTERIES FOR FLEET 041-320-0311-4400	247.73 247.73
211682	9/17/2018	101688 J & R AUDIO	2984	11835	SOUND/STAGE RENTAL FOR SPECIAL 001-424-0000-4260	2,850.00 2,850.00
211683	9/17/2018	887952 J. Z. LAWMOWER SHOP	21508 21509		SMALL EQUIPMENT REPAIR 001-346-0000-4300 SMALL EQUIPMENT REPAIR 001-346-0000-4300	51.36 104.00 155.36
211684	9/17/2018	889680 JIMENEZ LOPEZ, JUAN MANUEL	AUG 2018		MMAP INSTRUCTOR 001-424-0000-4430	720.00

Page:

1

Page: 10

vchlist

09/12/2018 1:50:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211692	9/17/2018	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1088717		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088718		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088719		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088720		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088721		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088722		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088723		AUG-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1088724		AUG-ALARM MONITORING AT ALL CITY	
				11844	070-384-0000-4260	28.00
			1088725		AUG-ALARM MONITORING AT ALL CITY	
				11844	070-384-0000-4260	23.00
			1088726		AUG-ALARM MONITORING AT ALL CITY	
				11844	070-384-0000-4260	28.00
			1088727		ALARM MONITORING AT ALL CITY FACI	
				11844	070-384-0000-4260	28.00
			1089137		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089138		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089139		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089140		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089141		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089142		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089143		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	25.00

Page: 13

vchlist

09/12/2018 1:50:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211692	9/17/2018	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1089144		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089145		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089146		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089147		SEPT-ALARM MONITORING AT ALL CIT	
				11844	043-390-0000-4260	15.00
			1089148		SEPT-ALARM MONITORING AT ALL CIT	
				11844	070-384-0000-4260	28.00
			1089149		SEPT-ALARM MONITORING AT ALL CIT	
				11844	070-384-0000-4260	23.00
			1089150		SEPT-ALARM MONITORING AT ALL CIT	
				11844	070-384-0000-4260	28.00
			1089151		ALARM MONITORING AT ALL CITY FACI	
				11844	070-384-0000-4260	28.00
					Total :	831.00
211693	9/17/2018	888254 MCCALLA COMPANY	208570		GLOVES AND WIPES	
					001-222-0000-4300	502.70
					Total :	502.70
211694	9/17/2018	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	33.48
					Total :	33.48
211695	9/17/2018	891630 MGT OF AMERICA, INC.	34096		SB90 MANDATED COST CLAIMS	
				11845	001-130-0000-4270	1,425.00
					Total :	1,425.00
211696	9/17/2018	891329 MIKE'S TIRE MAN INC	0114885		TIRES FOR FLEET	
					041-1215	465.38
					Total :	465.38
211697	9/17/2018	102226 MISSION LINEN SUPPLY	508081191		LAUNDRY	
					001-225-0000-4260	94.01

Page: 14

vchlist
09/12/2018 1:50:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211697	9/17/2018	102226 MISSION LINEN SUPPLY	(Continued) 508108808		LAUNDRY 001-225-0000-4350	105.10
			508129092		LAUNDRY 001-225-0000-4350	105.77
			508155572		LAUNDRY 001-225-0000-4350	118.24
			508176776		LAUNDRY 001-225-0000-4350	104.91
					Total :	528.03
211698	9/17/2018	892993 MOJARRO, GENOVEVO SERRANO	60-2930-05		WATER ACCT REFUND-927 DE HAVEN 070-2010	75.50
					Total :	75.50
211699	9/17/2018	102260 MOORE MEDICAL LLC	83615984		MEDICATIONS 001-225-0000-4350	190.58
			83620629		MEDICATION 001-225-0000-4350	143.27
			83621076		MEDICATION 001-225-0000-4350	114.38
					Total :	448.23
211700	9/17/2018	892535 MORAN, YOVANNI	AUG 2018		YOGA INSTRUCTOR 017-420-1337-4260	100.00
					Total :	100.00
211701	9/17/2018	892653 MP AUTO BODY & COLLISION INC	1018		VEHICLE REPAIR-PD4540 041-320-0222-4400	1,570.61
					Total :	1,570.61
211702	9/17/2018	891542 MR "B" PRINTING INC.	39107		PROGRAM FLYERS 001-423-0000-4300	329.25
					Total :	329.25
211703	9/17/2018	102325 NAPA AUTO PARTS	5478-969925		HYDRAULIC HOSE-WA4573 070-383-0000-4400	190.89

Page: 15

vchlist
09/12/2018 1:50:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211703	9/17/2018	102325 102325 NAPA AUTO PARTS	(Continued)			Total : 190.89
211704	9/17/2018	891355 NAREZ, FABIAN	AUG 2018		MMAP MENTOR INSTRUCTOR 001-424-0000-4430	374.00
					Total :	374.00
211705	9/17/2018	102403 NOW IMAGE PRINTING	2018129		FIN WINDOW ENVELOPES 001-130-0000-4300	374.00
					Total :	374.00
211706	9/17/2018	102432 OFFICE DEPOT	175382122001		OFFICE SUPPLIES 041-320-0000-4300	140.94
			182965990001		OFFICE SUPPLIES 001-222-0000-4300	106.02
			184476053001		OFFICE SUPPLIES 001-222-0000-4300	126.82
			185419957001		OFFICE SUPPLIES 001-115-0000-4300	83.78
			185420449001		OFFICE SUPPLIES 001-116-0000-4300	48.81
			185769914001		OFFICE SUPPLIES 001-150-0000-4300	10.99
			185770843001		OFFICE SUPPLIES 001-150-0000-4300	17.34
			185770844001		LASER JET PRINTER 001-150-0000-4300	446.59
			185770845001		HP LASERJET PRINTER 001-152-0000-4300	99.43
			186308715001		OFFICE SUPPLIES 001-222-0000-4300	174.06
			186504484001		OFFICE SUPPLIES 070-384-0000-4300	133.44
			187811099001		OFFICE SUPPLIES 001-115-0000-4300	-50.79
			195556787001		OFFICE SUPPLIES 043-390-0000-4300	155.44
			195831114001		OFFICE SUPPLIES	

Page: 16

vchlist
09/12/2018 1:50:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211714	9/17/2018	892997 892997 PROK9	(Continued)			Total : 2,100.00
211715	9/17/2018	891379 PROTECT YOUTH SPORTS	633082		BACKGROUND CHECK 017-420-1337-4260	20.95 Total : 20.95
211716	9/17/2018	102779 RAMIREZ, THOMAS	AUG 2018		KARATE INSTRUCTOR 017-420-1326-4260	540.00 Total : 540.00
211717	9/17/2018	891881 REMENIH, MICHAEL	AUG 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00 Total : 50.00
211718	9/17/2018	889602 RESPOND SYSTEMS	103332 297277		SAFETY GLOVES 070-384-0000-4310 FIRST AID KIT-CITY HALL 001-310-0000-4300	13.15 195.14 Total : 208.29
211719	9/17/2018	887296 ROBLED0, OLIVIA	AUG 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00 Total : 50.00
211720	9/17/2018	887872 ROSENBERG, IRWIN	REIMB.		ICS EMPLOYEE CERTS 001-250-0000-4360	11.00 Total : 11.00
211721	9/17/2018	102932 RUBEN'S UPHOLSTERY	2442		RE-UPHOLSTER SEAT-PK9826 041-320-0390-4400	600.00 Total : 600.00
211722	9/17/2018	892998 RUNT THE FILM, LLC	PPF2018-14.1		FILM PERMIT REFUND 001-3510-0000	707.00 Total : 707.00
211723	9/17/2018	887165 RYAN HERCO PRODUCTS CORP	9024507		MISC SUPPLIES 070-384-0000-4310	121.40

Page: 19

vchlist
09/12/2018 1:50:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211723	9/17/2018	887165 RYAN HERCO PRODUCTS CORP	(Continued) 9024510 9024614		MISC SUPPLIES 070-384-0000-4310 MISC SUPPLIES 070-384-0000-4310	142.49 47.91 Total : 311.80
211724	9/17/2018	890242 SAFEWAY SIGN COMPANY	13634		DAMAGED SIGNS REPLACED 001-370-0301-4300	294.81 Total : 294.81
211725	9/17/2018	103045 SAN FER. MALL DOWNTOWN ASSOC.	JULY & AUG 2018		REIMB TO DOWNTOWN ASSOC-JULY & 001-2260	4,500.00 Total : 4,500.00
211726	9/17/2018	891253 SAN FERNANDO SMOG TEST ONLY	1222		SMOG TEST-E1200076 041-320-0000-4450	50.00 Total : 50.00
211727	9/17/2018	103057 SAN FERNANDO VALLEY SUN	10254 10255 10257		PUBLIC NOTICE-NOMINEES FOR PUBL 001-116-0000-4230 PUBLIC NOTICE-NOMINEES FOR PUBL 001-116-0000-4230 LEGAL PUBL-927 SEVENTH ST & 1431 001-2205	78.13 87.50 325.01 Total : 490.64
211728	9/17/2018	103064 SAN GABRIEL VALLEY CITY	FY18/19		ANNUAL MEMBERSHIP-JULY 2018-JUN 001-105-0000-4380	55.00 Total : 55.00
211729	9/17/2018	892416 SANCHEZ, KARLA	08/04/18-08/31/18		ZUMBA INSTRUCTOR 017-420-1337-4260	330.00 Total : 330.00
211730	9/17/2018	892989 SANTANA FAMILY PARTNERSHIP	33-0104-02		WATER ACCT REFUNDS-1139 SF 070-2010	110.68

Page: 20

vchlist 09/12/2018 1:50:35PM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211739	9/17/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 8176856		MOWING DECK FOR BRUSH CLEARING 043-390-0000-4300	2,311.31
					Total :	2,916.04
211740	9/17/2018	102431 THE ODYSSEY RESTAURANT	09052018		SENIORS-HOLIDAY DANCE CHOCOLATE 004-2380	1,497.19
					Total :	1,497.19
211741	9/17/2018	103369 TIFCO INDUSTRIES	71385192		MISC NUTS, BOLTS & CLAMPS 041-1215	180.05
					Total :	180.05
211742	9/17/2018	103903 TIME WARNER CABLE	10328082718		CABLE-CITY HALL 09/05-10/04 001-190-0000-4220	128.29
			222204082018		CABLE-PW 08/29-09/28 043-390-0000-4260	105.22
					Total :	233.51
211743	9/17/2018	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION 07/27/18 001-420-0000-4220	79.69
					Total :	79.69
211744	9/17/2018	888399 TORO ENTERPRISES INC.	8903R		RELEASE OF RETENTION-SFRD STREET 026-2037	11,317.65
					Total :	11,317.65
211745	9/17/2018	892738 TRANSIT SYSTEMS UNLIMITED, INC	63166		CNG FUEL FOR TROLLEYS 041-320-3661-4402	195.16
					Total :	195.16
211746	9/17/2018	891103 TRITECH	VA0000000483	11829	SERVS AGREEMENT FOR CAD, RMS, MAPPING 001-135-0000-4260	31,502.20
					Total :	31,502.20
211747	9/17/2018	103444 ULTRA GREENS, INC	63992		PLANT MAT'L'S 043-390-0000-4300	27.38
						Page: 23

vchlist 09/12/2018 1:50:35PM		Voucher List CITY OF SAN FERNANDO				Page: 24
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211747	9/17/2018	103444 103444 ULTRA GREENS, INC	(Continued)			Total : 27.38
211748	9/17/2018	103445 UNDERGROUND SERVICE ALERT	820180682		(40) NEW USA DIGALERT TICKETS 070-381-0000-4260	76.00
					Total :	76.00
211749	9/17/2018	888241 UNITED SITE SERVICES OF CA INC	114-7261258		PORTABLE TOILET RENTAL-LAYNE PAF 043-390-0000-4260	461.69
			114-7261313		PORTABLE TOILET RENTAL-501 FIRST 043-390-0000-4260	668.96
					Total :	1,130.65
211750	9/17/2018	103439 UPS	831954358		COURIER SERVICE 001-190-0000-4280	108.00
					Total :	108.00
211751	9/17/2018	103510 V & V MANUFACTURING, INC.	47128		FLAT BADGE 001-222-0000-4300	125.38
					Total :	125.38
211752	9/17/2018	103534 VALLEY LOCKSMITH	5386		LOCKSMITH SERVICES 043-390-0000-4330	169.75
			5387		LOCKSMITH SERVICES 043-390-0000-4330	136.17
			5490		LOCKSMITH SERVICES 043-390-0000-4330	288.52
			5499		LOCKSMITH SERVICES 043-390-0000-4330	250.82
					Total :	845.26
211753	9/17/2018	892081 VERIZON BUSINESS SERVICES	70896548		JULY-MPLS PORT ACCESS & ROUTER- 001-222-0000-4220	866.50
					Total :	866.50
211754	9/17/2018	100101 VERIZON WIRELESS-LA	9812936454		MDT MODEMS-PD UNITS 001-222-0000-4220	1,181.73
			9813191183		PLANNING CELL PHONE PLAN 001-140-0000-4220	5.36
						Page: 24

vchlist

09/12/20181:50:35PM

Voucher List

CITY OF SAN FERNANDO

Page:25

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211754	9/17/2018	100101 VERIZON WIRELESS-LA	(Continued) 9813240896		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	279.12
					001-152-0000-4220	185.15
			9813491930		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	116.60
					043-390-0000-4220	22.07
					041-320-0000-4220	22.06
					072-360-0000-4220	31.65
			9813501965		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	45.45
					070-384-0000-4220	51.30
					001-310-0000-4220	33.55
					Total :	1,974.04
211755	9/17/2018	888390 WEST COAST ARBORISTS, INC.	138650-A	11836	ANNUAL TREE TRIMMING SERVICES	
					043-390-0000-4260	2,952.00
					Total :	2,952.00
211756	9/17/2018	890970 WEX BANK	55621671		FUEL FOR FLEET	
					041-320-0152-4402	439.34
					041-320-0221-4402	177.54
					041-320-0222-4402	152.91
					041-320-0224-4402	388.62
					041-320-0225-4402	6,553.74
					041-320-0226-4402	2.00
					041-320-0228-4402	728.01
					041-320-0311-4402	809.23
					041-320-0312-4402	2.00
					041-320-0346-4402	60.91
					041-320-0370-4402	633.19
					041-320-0390-4402	1,564.33
					041-320-0420-4402	47.01
					007-313-3630-4402	983.01
					029-335-0000-4402	80.81
					070-381-0000-4402	33.88
					070-382-0000-4402	314.12

Page:25

vchlist		Voucher List					Page:	26
09/12/2018 1:50:35PM		CITY OF SAN FERNANDO						
<hr/>								
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
211756	9/17/2018	890970 WEX BANK	(Continued)		070-383-0000-4402	926.12		
					070-384-0000-4402	314.11		
					072-360-0000-4402	743.38		
					041-320-0320-4402	8.00		
					Total :	14,962.26		
211757	9/17/2018	889138 WIEDER, CAROL	090418		INTERPRETATION SERVICES-CC MTG	250.00		
					001-101-0000-4270	250.00		
					Total :	250.00		
211758	9/17/2018	889491 WILLDAN FINANCIAL SERVICES	010-38601	11746	LANDSCAPING & LIGHTING ASSESSM	2,519.84		
			010-38971	11746	027-344-0000-4260	2,500.00		
					LANDSCAPING & LIGHTING ASSESSM	2,500.00		
					027-344-0000-4260	2,500.00		
					Total :	5,019.84		
211759	9/17/2018	892785 WONG, MICHELLE	AUG 2018		YOGA INSTRUCTOR	75.00		
					017-420-1337-4260	75.00		
					Total :	75.00		
211760	9/17/2018	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	AUG 2018		COMMISSIONER'S STIPEND	50.00		
					001-115-0000-4111	50.00		
					Total :	50.00		
135 Vouchers for bank code :		bank3					Bank total :	578,479.86
135 Vouchers in this report							Total vouchers :	578,479.86

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

vchlist
08/29/2018 3:42:38PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211522	9/1/2018	100286 BAKER, BEVERLY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	480.29
					Total :	480.29
211523	9/1/2018	891015 CROOK, ROBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
211524	9/1/2018	100916 DEIBEL, PAUL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
211525	9/1/2018	891041 GARCIA, CONNIE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211526	9/1/2018	101781 KISHITA, ROBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211527	9/1/2018	101926 LILES, RICHARD	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	264.23 264.22
					Total :	528.45
211528	9/1/2018	891027 LOCKETT, JOANN	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
211529	9/1/2018	891028 MANTHEY, DONALD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
211530	9/1/2018	102126 MARTINEZ, MIGUEL	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,152.40
					Total :	1,152.40

Page: 1

vchlist
08/29/2018 3:42:38PM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211531	9/1/2018	102483 OROZCO, ELVIRA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	197.76
					Total :	197.76
211532	9/1/2018	891031 ORTEGA, JIMMIE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
211533	9/1/2018	891032 OTREMBA, EUGENE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
211534	9/1/2018	891354 RAMIREZ, ROSALINDA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	509.70
					Total :	509.70
211535	9/1/2018	102940 RUIZ, RONALD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	480.29
					Total :	480.29
211536	9/1/2018	103121 SERRANO, ARMANDO	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	480.29
					Total :	480.29
211537	9/1/2018	892782 TIGHE, DONNA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211538	9/1/2018	891046 VANAALST, LEONILDA	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	183.34
					Total :	183.34
17 Vouchers for bank code : bank3						Bank total : 7,205.24
17 Vouchers in this report						Total vouchers : 7,205.24

Page: 2

vchlist
08/29/2018 3:42:38PM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 3

SPECIAL CHECKS

vchlist

Voucher List

Page: 1

08/29/2018

4:01:16PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211539	9/1/2018	100042 ABDALLAH, ALBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,162.21 1,162.21
211540	9/1/2018	100091 AGORICHAS, JOHN	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	212.97 212.97
211541	9/1/2018	891039 AGUILAR, JESUS	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	499.68 499.68
211542	9/1/2018	100104 ALBA, ANTHONY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
211543	9/1/2018	891011 APODACA-GRASS, ROBERTA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
211544	9/1/2018	100306 BARNARD, LARRY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,160.00 1,160.00
211545	9/1/2018	100346 BELDEN, KENNETH M.	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,407.00 1,407.00
211546	9/1/2018	892233 BUZZELL, CAROL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	197.76 197.76
211547	9/1/2018	891350 CALZADA, FRANK	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	528.52 528.52
211548	9/1/2018	100642 CASTRO, RICO	18-Sep		CALPERS HEALTH REIMB	

Page: 1

vchlist

Voucher List

Page: 2

08/29/2018

4:01:16PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211548	9/1/2018	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,214.46 1,214.46
211549	9/1/2018	891014 CREEKMORE, CASIMIRA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211550	9/1/2018	891016 DEATON, MARK	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	528.45 528.45
211551	9/1/2018	100913 DECKER, CATHERINE	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	631.60 631.60
211552	9/1/2018	100925 DELGADO, RALPH	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	528.52 528.52
211553	9/1/2018	892102 DOSTER, DARRELL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
211554	9/1/2018	100996 DRAKE, JOYCE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211555	9/1/2018	100995 DRAKE, MICHAEL	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	124.65 124.65 249.30
211556	9/1/2018	100997 DRAPER, CHRISTOPHER	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,538.02 1,538.02
211557	9/1/2018	101044 ELEY, JEFFREY	18-Sep		CALPERS HEALTH REIMB	

Page: 2

vchlist
08/29/2018 4:01:16PM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211557	9/1/2018	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,657.00
					Total :	1,657.00
211558	9/1/2018	891040 FISHKIN, RIVIAN	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211559	9/1/2018	892103 GAJDOS, BETTY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211560	9/1/2018	891351 GARCIA, DEBRA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,304.96
					Total :	1,304.96
211561	9/1/2018	891067 GARCIA, NICOLAS	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,211.66
					Total :	1,211.66
211562	9/1/2018	101318 GLASGOW, KEVIN	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,538.02
					Total :	1,538.02
211563	9/1/2018	891020 GLASGOW, ROBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	354.00
					Total :	354.00
211564	9/1/2018	891021 GUIZA, JENNIE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
211565	9/1/2018	101415 GUTIERREZ, OSCAR	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211566	9/1/2018	891352 HADEN, SUSANNA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,152.40

Page: 3

vchlist
08/29/2018 4:01:16PM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211566	9/1/2018	891352 891352 HADEN, SUSANNA	(Continued)			Total : 1,152.40
211567	9/1/2018	101440 HALCON, ERNEST	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,160.00
					Total :	1,160.00
211568	9/1/2018	891918 HARTWELL, BRUCE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
211569	9/1/2018	101465 HARVEY, DAVID	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
211570	9/1/2018	101466 HARVEY, DEVERY MICHAEL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,590.00
					Total :	1,590.00
211571	9/1/2018	101471 HASBUN, NAZRI A.	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,093.58
					Total :	1,093.58
211572	9/1/2018	891023 HATFIELD, JAMES	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
211573	9/1/2018	892104 HERNANDEZ, ALFONSO	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,586.77
					Total :	1,586.77
211574	9/1/2018	891024 HOOKER, RAYMOND	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	540.73
					Total :	540.73
211575	9/1/2018	101538 HOUGH, RAY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	528.52
					Total :	528.52

Page: 4

vchlist 08/29/2018 4:01:16PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211576	9/1/2018	101597 IBRAHIM, SAMIR	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	499.68 499.68
211577	9/1/2018	101694 JACOBS, ROBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,084.00 1,084.00
211578	9/1/2018	892105 KAHMANN, ERIC	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	499.68 499.68
211579	9/1/2018	101786 KLOTZSCHE, STEVEN	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	800.54 800.54
211580	9/1/2018	891866 KNIGHT, DONNA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
211581	9/1/2018	892929 LEWIS, WANDA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211582	9/1/2018	891043 LIEBERMAN, LEONARD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	167.48 167.48
211583	9/1/2018	101933 LITTLEFIELD, LESLEY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
211584	9/1/2018	102059 MACK, MARSHALL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,093.58 1,093.58
211585	9/1/2018	891010 MAERTZ, ALVIN	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	499.68
						Page: 5

vchlist 08/29/2018 4:01:16PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211585	9/1/2018	891010 MAERTZ, ALVIN	(Continued)			499.68
211586	9/1/2018	888037 MARTINEZ, ALVARO	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.92 1,274.92
211587	9/1/2018	102206 MILLER, WILMA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211588	9/1/2018	102212 MIRAMONTES, MONICA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,093.58 1,093.58
211589	9/1/2018	102232 MIURA, HOWARD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211590	9/1/2018	892106 MONTAN, EDWARD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	800.54 800.54
211591	9/1/2018	102365 NAVARRO, RICARDO A	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	528.52 528.52
211592	9/1/2018	102473 ORDELHEIDE, ROBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,618.70 1,618.70
211593	9/1/2018	102486 ORSINI, TODD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,461.55 1,461.55
211594	9/1/2018	102569 PARKS, ROBERT	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,837.00 1,837.00
						Page: 6

vchlist 08/29/2018 4:01:16PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211595	9/1/2018	891353 PEAVY, JOSEPH	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
211596	9/1/2018	102527 PISCITELLI, ANTHONY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	528.52 528.52
211597	9/1/2018	891033 POLLOCK, CHRISTINE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	354.00 354.00
211598	9/1/2018	102735 QUINONEZ, MARIA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,152.40 1,152.40
211599	9/1/2018	891034 RAMSEY, JAMES	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	585.98 585.98
211600	9/1/2018	102864 RIVETTI, DOMINICK	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	837.00 837.00
211601	9/1/2018	102936 RUELAS, MARCO	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,586.77 1,586.77
211602	9/1/2018	891044 RUSSUM, LINDA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
211603	9/1/2018	890806 SALDIVAR, GEORGE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	509.70 509.70
211604	9/1/2018	892107 SHANAHAN, MARK	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	499.68
						Page: 7

vchlist 08/29/2018 4:01:16PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211604	9/1/2018	892107 892107 SHANAHAN, MARK	(Continued)			499.68
211605	9/1/2018	891035 SHERWOOD, NINA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211606	9/1/2018	103175 SKOBIN, ROMELIA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	923.03 923.03
211607	9/1/2018	103220 SOMERVILLE, MICHAEL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,407.00 1,407.00
211608	9/1/2018	103394 TORRES, RACHEL	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
211609	9/1/2018	889588 UFANO, VIRGINIA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
211610	9/1/2018	888417 VALDIVIA, LAURA	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	540.73 540.73
211611	9/1/2018	103562 VASQUEZ, JOEL	18-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,837.00 1,837.00
211612	9/1/2018	891038 WAITE, CURTIS	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	923.03 923.03
211613	9/1/2018	891036 WATT, DAVID	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
						Page: 8

vchlist

Voucher List

Page: 9

08/29/2018 4:01:16PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211614	9/1/2018	891037 WEBB, NANCY	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	585.98
					Total :	585.98
211615	9/1/2018	103643 WEDDING, JEROME	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
211616	9/1/2018	103727 WYSBEEK, DOUDE	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
211617	9/1/2018	103737 YNIGUEZ, LEONARD	18-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	923.03
					Total :	923.03
79 Vouchers for bank code :		bank3			Bank total :	58,792.65
79 Vouchers in this report					Total vouchers :	58,792.65

Voucher Registers are not final until approved by Council.

Page: 9

SPECIAL CHECK

vchlist

Voucher List

Page: 1

06/28/2018 12:32:00PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210899	7/5/2018	102519 P.E.R.S.	JULY 2018		HEALTH INS. BENEFITS-JULY 2018 001-1160	142,814.50
Total :						142,814.50
1 Vouchers for bank code : bank3						Bank total : 142,814.50
1 Vouchers in this report						Total vouchers : 142,814.50

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

vchlist

Voucher List

Page: 1

09/10/2018 2:15:27PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211273	8/8/2018	101920 LIEBERT CASSIDY WHITMORE	1461683		ERC MEMBERSHIP-07/01/18-06/30/19 001-106-0000-4270	2,900.00
					Total :	2,900.00
211274	8/9/2018	103648 CITY OF SAN FERNANDO	PR 8-10-18		REIMB FOR PAYROLL W/E 8-3-18	
					001-1003	338,897.31
					007-1003	753.01
					008-1003	2,061.14
					017-1003	19,225.83
					018-1003	67,787.94
					027-1003	2,931.24
					029-1003	2,336.07
					041-1003	9,959.89
					043-1003	19,025.24
					070-1003	35,979.92
					072-1003	21,822.84
					119-1003	1,476.48
					Total :	522,256.91
211275	8/9/2018	101988 LOS ANGELES COUNTY	080318		NOTICE OF EXEMPTION-CALLES VERI 070-381-0000-4270	75.00
					Total :	75.00
211276	8/13/2018	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INSURANCE BENEFITS - AUGU 001-1160	2,428.05
					Total :	2,428.05
211277	8/13/2018	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS -AUG 2 001-1160	234.96
					Total :	234.96
211278	8/13/2018	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS-AUG 2 001-1160	11,676.89
					Total :	11,676.89
211279	8/13/2018	887627 STANDARD INSURANCE	DEMAND		AD&D INSURANCE BENEFITS-AUG 201	

Page: 1

vchlist

Voucher List

Page: 2

09/10/2018 2:15:27PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211279	8/13/2018	887627 STANDARD INSURANCE	(Continued)		001-1160	3,872.23
					Total :	3,872.23
211422	8/23/2018	103648 CITY OF SAN FERNANDO	PR 8-24-18		REIMB FOR PAYROLL W/E 8-17-18	
					041-1003	10,527.48
					043-1003	19,113.13
					070-1003	33,767.97
					072-1003	21,992.05
					119-1003	1,476.48
					001-1003	338,132.89
					007-1003	782.50
					008-1003	2,061.12
					017-1003	8,288.60
					018-1003	68,137.20
					027-1003	3,295.43
					029-1003	2,343.74
					Total :	509,918.59
211618	8/31/2018	891825 UNITED STATES TREASURY	95-6000779		EXCISE TAX QRTLY PYMNT-03/31/18 041-190-0000-4457	735.73
					Total :	735.73
9 Vouchers for bank code :		bank3			Bank total :	1,054,098.36
9 Vouchers in this report					Total vouchers :	1,054,098.36

Voucher Registers are not final until approved by Council.

Page: 2

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: September 17, 2018

Subject: Consideration to Adopt Resolutions Approving a Memorandum of Understanding with the Regional Water Management Group of Greater Los Angeles County Region and the 2014 Updated Integrated Regional Water Management Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7884 (Attachment "A") approving the adoption of the Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region;
- b. Adopt Resolution No. 7888 (Attachment "B") approving the adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan; and
- c. Authorize the City Manager to execute the Memorandum of Understanding for Integrated Regional Water Management Planning and Implantation for the Greater Los Angeles County Region (Attachment "C" – Contract No. 1896).

BACKGROUND:

1. In 2006, an Integrated Regional Water Management Plan was developed with \$1.5 million grant funds and adopted through collaboration of hundreds of agencies.
2. Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, several of the local agencies (Parties) entered into a Memorandum of Understanding (MOU) in 2008, which was renewed in 2012.
3. The purpose of the MOU was to formally establish a governance structure called the "Leadership Committee" to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan (IRWMP).

Consideration to Adopt Resolutions Approving a Memorandum of Understanding with the Regional Water Management Group of Greater Los Angeles Region and the 2014 Updated Regional Water Management Plan

Page 2 of 3

4. The 2012 MOU established that the Leadership Committee would become the Regional Water Management Group (RWMG) for the Greater Los Angeles County (GLAC) Region, in accordance with the Act.
5. Through this MOU, the Parties intend to continue operating the RWMG, provide procedures for adding and replacing members of the RWMG, and to develop, administer, update, and implement an Integrated Regional Water Management Plan (IRWMP), as well as solicitation of external funding for implementation of the IRWMP for the GLAC Region.
6. When a non-Party entity is approved for membership in RWMG by a majority vote of the Leadership Committee, the member-elect must approve and sign this MOU within 90 days after election in order to be formally seated on the RWMG.
7. In 2009, the GLAC Region was recognized by the Department of Water Resources (DWR) through the State's Regional Acceptance Process.
8. In 2010, \$1 million was awarded through a Proposition 84 Planning Grant to update the IRWMP, which was completed in December 2013.
9. The current MOU for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region, which governs how agencies coordinate and share resources, expires on December 31, 2020.

ANALYSIS:

The purpose of the MOU for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region is to coordinate and collaborate to develop and implement projects and programs. Regional collaboration can promote a more efficient, comprehensive, and effective approach to water resource management while being responsive within a regional context to the needs of individual communities and jurisdictions. It is understood that coordinated projects can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to:

- An Integrated Regional Water Management Plan (IRWMP)
- Solicitation of external funding for implementation of the IRWMP for the GLAC Region

The IRWMP defines a clear vision and direction for the sustainable management of water and land resources in the Greater Los Angeles County region over the next 20 years. The Plan (Attachment "D"), adopted in December 2006 and updated in 2013, presents basic information regarding possible solutions, the costs and benefits of those solutions, quantified goals and

Consideration to Adopt Resolutions Approving a Memorandum of Understanding with the Regional Water Management Group of Greater Los Angeles Region and the 2014 Updated Regional Water Management Plan

Page 3 of 3

objectives, and a list of projects that can be implemented to achieve the goals. The Greater Los Angeles County Region IRWMP serves as the blueprint to facilitate this type of regional cooperation. Today, local agencies, organizations, cities, and county government are working together to implement its goals and objectives.

BUDGET IMPACT:

There is no immediate impact to the General Fund by approving the adoption of the MOU for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region.

The MOU is a cooperative agreement to share information regarding water resource management on a regional scale. Should projects in the IRWM Plan receive partial grant funding, then funding for the remaining balance of the project will need to be identified and will be subject to availability of funds. Also, per Section 3.8 of MOU, neither the signing of nor adoption of agreement commits the City to any financial obligation.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 7884 approving the adoption of Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region; adopt Resolution No. 7888 approving the adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan; and authorize the City Manager to execute the Memorandum of Understanding.

ATTACHMENTS:

- A. Resolution No. 7884
- B. Resolution No. 7888
- C. Contract No. 1896
- D. IRWMP

ATTACHMENT "A"**RESOLUTION NO. 7884****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ADOPTION OF THE MEMORANDUM OF UNDERSTANDING FOR INTERGRATED REGIONAL WATER MANAGEMENT PLANNING AND IMPLEMENTATION FOR THE GREATER LOS ANGELES COUNTY REGION**

WHEREAS, the City of San Fernando and agencies in the Greater Los Angeles County (GLAC) region have long recognized the importance of regional collaboration and integration of single purpose efforts and now regularly work across jurisdictional boundaries to implement regional projects and programs that address multiple water resource management issues including local and imported water supplies, sanitation and recycled water, stormwater management, groundwater management, water-use efficiency, habitat and open space management, and many others;

WHEREAS, the State of California Department of Water Resources (DWR) created the Integrated Regional Water Management (IRWM) Program to encourage integrated, regional strategies for managing water resources and to provide funding for both planning and implementation of projects that support management of water supply, water quality, environmental interests, drought protection, flood protection, and reduction of dependence on imported water and many others;

WHEREAS, the Parties to this Memorandum of Understanding (MOU) provide procedures for adding and replacing members of the Regional Water Management Group (RWMG), and to develop, administer, update, and implement an Integrated Regional Water Management Plan (IRWMP), as well as solicitation of external funding for implementation of the IRWMP for the GLAC Region; and

WHEREAS, when a non-Party entity is approved for membership in RWMG by a majority vote of the Leadership Committee, the member-elect must approve and sign this MOU within 90 days after election in order to be formally seated on the RWMG; and

WHEREAS, pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, several of the local agencies (Parties) entered into a MOU in 2008, which was renewed in 2012; and

WHEREAS, the current MOU for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County, the document which governs how agencies coordinate and share resources, expires on December 31, 2020.

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

SECTION 1. The City Council of the City of San Fernando adopts the MOU for Integrated Regional Water Management Planning and Implementation for the GLAC Region.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of September, 2018, by the following vote to it:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 7888****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING THE ADOPTION
OF THE 2014 UPDATED GREATER LOS ANGELES COUNTY
REGION INTEGRATED REGIONAL WATER MANAGEMENT
PLAN**

WHEREAS, the City of San Fernando and agencies in the Greater Los Angeles County (GLAC) area have long recognized the importance of regional collaboration and integration of single purpose efforts and now regularly work across jurisdictional boundaries to implement regional projects and programs that address multiple water resource management issues including local and imported water supplies, sanitation and recycled water, stormwater management, groundwater management, water-use efficiency, habitat and open space management, and many others;

WHEREAS, the State of California Department of Water Resources (DWR) created the Integrated Regional Water Management (IRWM) Program to encourage integrated, regional strategies for managing water resources and to provide funding for both planning and implementation of projects that support management of water supply, water quality, environmental interests, drought protection, flood protection, and reduction of dependence on imported water and many others;

WHEREAS, adopting the 2014 Updated GLAC IRWM Plan will enable participants in GLAC IRWM, including the City of San Fernando, to qualify for future grant funding under various grant programs including Proposition 84, Proposition 50 and Proposition 1E;

WHEREAS, 2012 Guidelines require the governing bodies of member agencies that belong to a Regional Water Management Group (RWMG) and are proponents of projects included in IRWM grant funding proposals to adopt an Updated IRWM Plan.

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

SECTION 1. The City Council of the City of San Fernando adopts the 2014 Updated Greater Los Angeles County (GLAC) Integrated Regional Water Management (IRWM) Plan.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of September, 2018, by the following vote to it:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT "C"
CONTRACT NO. 1896

**Memorandum of Understanding for
Integrated Regional Water Management Planning and
Implementation for the
Greater Los Angeles County Region**

This Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("**MOU**") is dated November 1, 2016 ("**Effective Date**") and is between the signatories to this MOU, each of which is referred to individually as a "**Party**" and collectively as the "**Parties**."

The Parties are each local agencies or non-profit organizations involved with regional water management issues in the Greater Los Angeles County ("**GLAC**") area shown on Exhibit A (the "**GLAC Region**").

It is in the best interests of the Parties and the GLAC Region that the Parties' shared water resources are responsibly managed, protected, and conserved to the extent feasible.

Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code (the "**Act**"), several of the Parties entered into a Memorandum of Understanding in 2008 ("**2008 MOU**"), which was renewed in 2012 ("**2012 MOU**"). The purpose of those memoranda of understanding was to formally establish a governance structure called the "Leadership Committee" to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan ("**IRWMP**") implementation.

The 2012 MOU established that the Leadership Committee would become the Regional Water Management Group ("**RWMG**") for the GLAC Region, in accordance with the Act. The 2012 MOU will expire on December 31, 2017.

The Parties intend by this MOU to continue the RWMG, provide procedures for adding and replacing members of the RWMG, and to develop, administer, update, and implement an IRWMP for the GLAC Region.

The Parties therefore agree as follows:

SECTION 1. PURPOSES AND GOALS

The Parties desire to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the Parties in achieving their respective missions and contribute to the overall well-being of the GLAC Region.

SECTION 2. JOINT PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

The Parties intend to coordinate and collaborate to develop and implement projects and programs. The Parties recognize that coordinated projects can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC Region; and

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC Region.

2.2 Formation of the RWMG. The Parties hereby re-establish and continue the RWMG pursuant to California Water Code section 10539.

2.3 Governance and Operations of the RWMG. The RWMG is also known as the "Leadership Committee" and is composed of the Parties. The RWMG's procedures are set forth in the *Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan* ("**Operating Guidelines**") attached as Exhibit B. The Operating Guidelines serve as the basis for the RWMG's decision-making process, and will be reviewed by the RWMG as necessary and may be amended by vote of the RWMG according to the voting procedure set forth in the Operating Guidelines. The Operating Guidelines must be consistent with this MOU, and are void to the extent they are in conflict with this MOU.

2.4 New Parties: Any non-Party may become a member of the RWMG and a Party to this MOU upon the following conditions:

2.4.1 The prospective member is a public agency or non-profit organization that has a role in water supply or water management and is approved as a member according to the procedures set forth in the Operating Guidelines (as that term is defined above); and

2.4.2 The prospective member formally approves and duly executes and agrees to be bound by this MOU; and

2.4.3 The prospective member is approved by a majority vote of the Leadership Committee.

2.5 Membership Requirement and Notification: When a non-Party entity is voted to be a member of the RWMG, that member-elect must approve and sign this MOU within 90 days after election in order to be formally seated on the RWMG. Upon the member-elect's approval of this MOU, the member-elect will automatically become a Party under this MOU, and may replace an outgoing Party in accordance with the Operating Guidelines. Exhibit C to this MOU will be changed to add the new Party and to delete

the outgoing Party, if any. Exhibit C will be made public on the RWMG's website, and the Chair of the Leadership Committee shall cause a written notice of the Party change to be mailed to all Parties within 10 business days after the change. The addition of (or replacement of a Party by) a new member-elect will be made through this procedure and does not require an amendment to this MOU.

2.6 Preparation and Adoption of the IRWMP

2.6.1 The RWMG will facilitate the development and implementation of the IRWMP for the GLAC IRWM Region.

2.6.2 The Parties each hereby adopt and approve the IRWMP. The Parties also hereby adopt and approve any updated IRWMP that is approved by the RWMG according to the procedures set forth in the Operating Guidelines.

2.7 Endorsement by Other Entities. The Parties should encourage other entities to adopt resolutions endorsing the GLAC IRWM Region's IRWMP. Endorsements do not obligate entities beyond the demonstration of support for regional water management cooperation. Entities endorsing the GLAC IRWM Region's IRWMP will not be members of the RWMG or Parties unless they are added to the MOU in accordance with Section 2.

SECTION 3. GENERAL PROVISIONS

3.1 Term: This MOU will become effective on approval of a majority of the Parties and will expire on December 31, 2020.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and does not grant rights to any non-Party or impose obligations on a Party in favor of any non-Party.

3.3 Good Faith: Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and will be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts will constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

3.6 Termination: This MOU may be terminated by mutual written agreement of a majority of the Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties. When a Party is no longer a member of the RWMG, that Party's participation in this MOU automatically terminates. Termination of a Party pursuant to this provision does not prevent that terminated party from endorsing the IRWMP.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of this MOU.

3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 Amendments: This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of the amendment or modification. No waiver of any term or condition of this MOU or any Party will be a continuing waiver.

3.11 Supersession: This MOU supersedes and replaces the 2008 MOU and the 2012 MOU, both of which are of no further force or effect.

3.12 Notice:

3.12.1 Any correspondence, communication or contact concerning this MOU must be directed to the Parties at the name and address listed in Exhibit C. The Parties agree to timely inform the Chair of the Leadership Committee of any changes needed in the name or address of their respective representatives. After such a change is made pursuant to the Operating Guidelines, the Chair will provide all Parties with an updated copy of Exhibit C. The Chair shall ensure that a current version of Exhibit C is posted to the RWMG's website.

3.12.2 Notice will be deemed as given upon personal delivery, receipt of e-mail, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

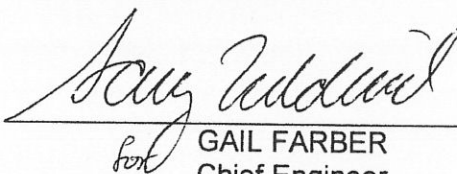
Leadership Committee:

**LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,**
a body corporate and politic

Date:

11/1/16

By:



GAIL FARBER
Chief Engineer
Chair

ATTEST:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By

Erik Leonard / by gail
Deputy

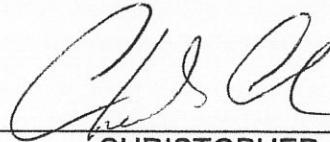
Lower San Gabriel and Lower Los Angeles
Rivers Sub-Regional Steering Committee:

**LOS ANGELES GATEWAY INTEGRATED
REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY**

Date:

Oct 8, 15

By:



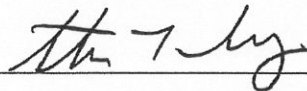
CHRISTOPHER CASH
Chair

ATTEST:



APPROVED AS TO FORM:

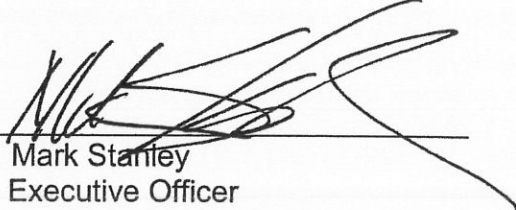
By:



IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures

RIVERS AND MOUNTAINS
CONSERVANCY
A body corporate and politic

Dated: 7/27/16

By: 
Mark Stanley
Executive Officer

Lower San Gabriel and Lower Los Angeles
River Sub-Regional Steering Committee:

**WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA**

Date:

11/19/15

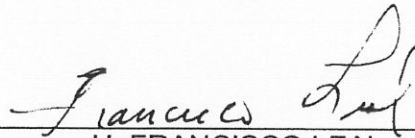
By:



ROBB WHITAKER
General Manager

APPROVED AS TO FORM:

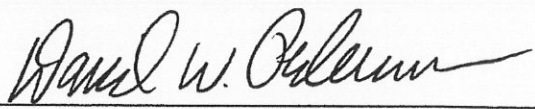
By:



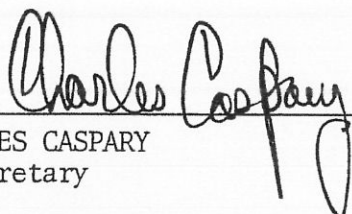
H. FRANCISCO LEAL
Attorney

North Santa Monica Bay Sub-Regional
Steering Committee:

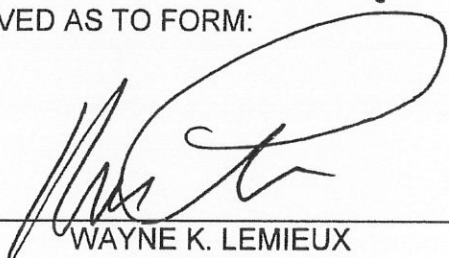
**LAS VIRGENES MUNICIPAL WATER
DISTRICT**

Date: 10/27/15 By: 
DAVID W. PEDERSEN
General Manager

ATTEST:

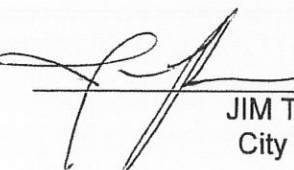

CHARLES CASPARY
Secretary

APPROVED AS TO FORM:

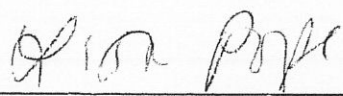
By: 
WAYNE K. LEMIEUX
Attorney

North Santa Monica Bay Sub-Regional
Steering Committee:

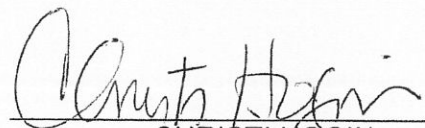
CITY OF MALIBU

Date: 2/3/16 By: 
JIM THORSEN
City Manager

ATTEST:


LISA POPE
City Clerk

APPROVED AS TO FORM:

By: 
CHRISTI HUGIN
City Attorney

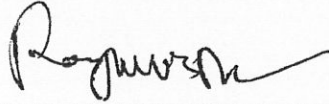
North Santa Monica Bay Sub-Regional
Steering Committee:

CITY OF WESTLAKE VILLAGE

Date:

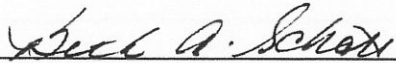
7/27/16

By:



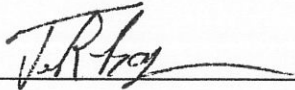
RAYMOND B. TAYLOR
City Manager

ATTEST:




APPROVED AS TO FORM:

By:

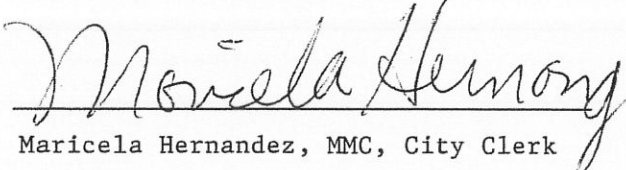


North Santa Monica Bay Sub-Regional
Steering Committee:

CITY OF CALABASAS

Date: 12/6/15 By: 
~~PA~~ ANTHONY COROLLES
City Manager

ATTEST:

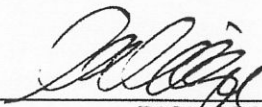

Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

By: Matthew T. Summer Assistant
City Attorney
Scott Howard, City Attorney


South Bay Sub-Regional Steering
Committee:

**WEST BASIN MUNICIPAL WATER
DISTRICT**

Date: 11/28/16 By: 
RICHARD NAGEL
General Manager

ATTEST:

APPROVED AS TO FORM:

By: 
FOR STEVEN O'NEILL
Counsel

South Bay Sub-Regional Steering Committee:

CITY OF TORRANCE

Date:

3/28/16

By:

12131

ROBERT J. BESTE
Director of Public Works

ATTEST:

APPROVED AS TO FORM:

By:

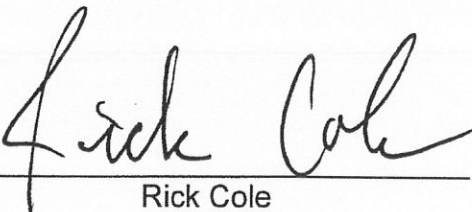
Peterson & Co

JOHN L. FELLOWS III
City Attorney

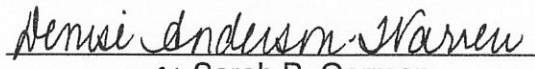
South Bay Sub-Regional Steering
Committee:
CITY OF SANTA MONICA

Date: 12/28/15

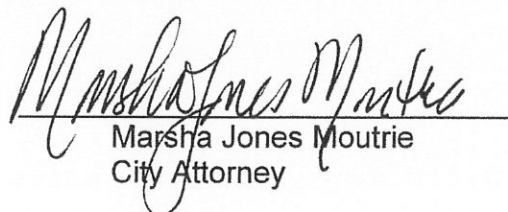
By:


Rick Cole
City Manager

ATTEST:

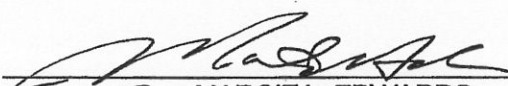

per Sarah P. Gorman
City Clerk

APPROVED AS TO FORM:

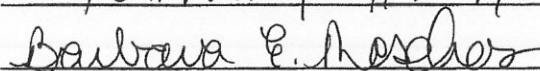
By: 
Marsha Jones Moutrie
City Attorney

Upper Los Angeles River Sub-Regional
Steering Committee:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By: 
MARCIE L. EDWARDS
General Manager

Date: February 17, 2016

And: 
BARBARA E. MOSCHOS
Secretary

AUTHORIZED BY RES.

016 175

FEB 02 2016

APPROVED FOR THE CITY
MICHAEL J. DOLAN
CITY

DEC 28 2016

BY


MICHAEL J. DOLAN
DEPUTY CITY ATTORNEY

Upper Los Angeles River Sub-Regional
Steering Committee:

COUNCIL FOR WATERSHED HEALTH

Date:

3 4/6/16

By:



WENDY RAMALLO
Executive Director

Upper San Gabriel River and Rio Hondo
River Regional Steering Committee:

**MAIN SAN GABRIEL BASIN
WATERMASTER**

Date: 2-3-16

By: _____



ANTHONY C. ZAMPIELLO
Executive Officer

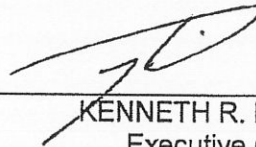
Upper San Gabriel River and Rio Hondo
River Sub-Regional Steering Committee:

**SAN GABRIEL BASIN WATER QUALITY
AUTHORITY**

Date:

11/19/15

By:



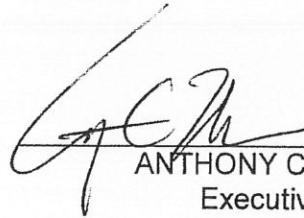
KENNETH R. MANNING
Executive Officer

Water Management Area
Groundwater Representative:

**RAYMOND BASIN MANAGEMENT
BOARD**

Dated: 1-20-16

By:




ANTHONY C. ZAMPIELLO
Executive Officer

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures

SANTA MONICA BAY
RESTORATION COMMISSION


Dated: 2-18-16

By: 
Tom Ford
Executive Officer

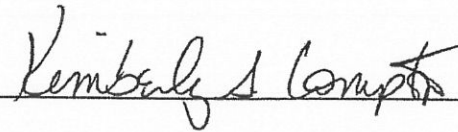
Water Management Area Sanitation
Representative:

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

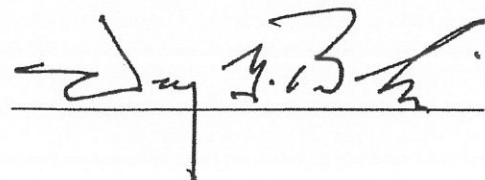
Dated: NOV 16 2015

By: 

ATTEST:

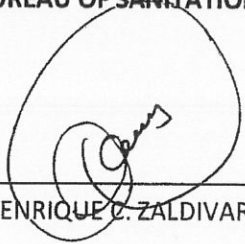


APPROVED AS TO FORM:

By: 

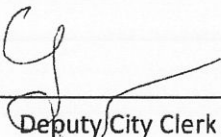
Water Management Area Sanitation
Representative:

**CITY OF LOS ANGELES
BUREAU OF SANITATION**

Dated: 8/17/16 By: 
ENRIQUE C. ZALDIVAR, Director

ATTEST:

Holly L. Wolcott, City Clerk

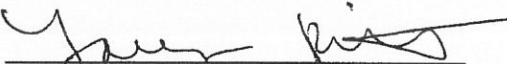

Deputy City Clerk



Dated: 8-23-16
C-128045

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

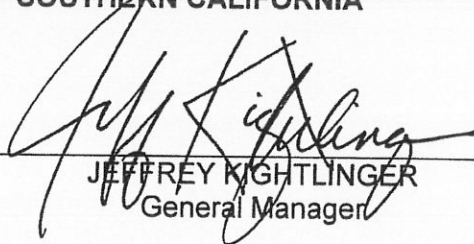
By: 
LAURIE RITTENBERG
Assistant City Attorney

Dated: 8-10-16

Water Management Area
Surface Water Representative:

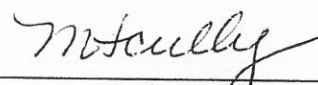
**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Dated: 11-19-2015 By: _____


JEFFREY KIGHTLINGER
General Manager

APPROVED AS TO FORM:

Dated: 1-12-2015 By: _____


MARCIA L. SCULLY
General Counsel

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures

Dated: _____

By: _____
Alexander P. Meyerhoff
City Manager

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

By _____
RICHARD PADILLA
City Attorney

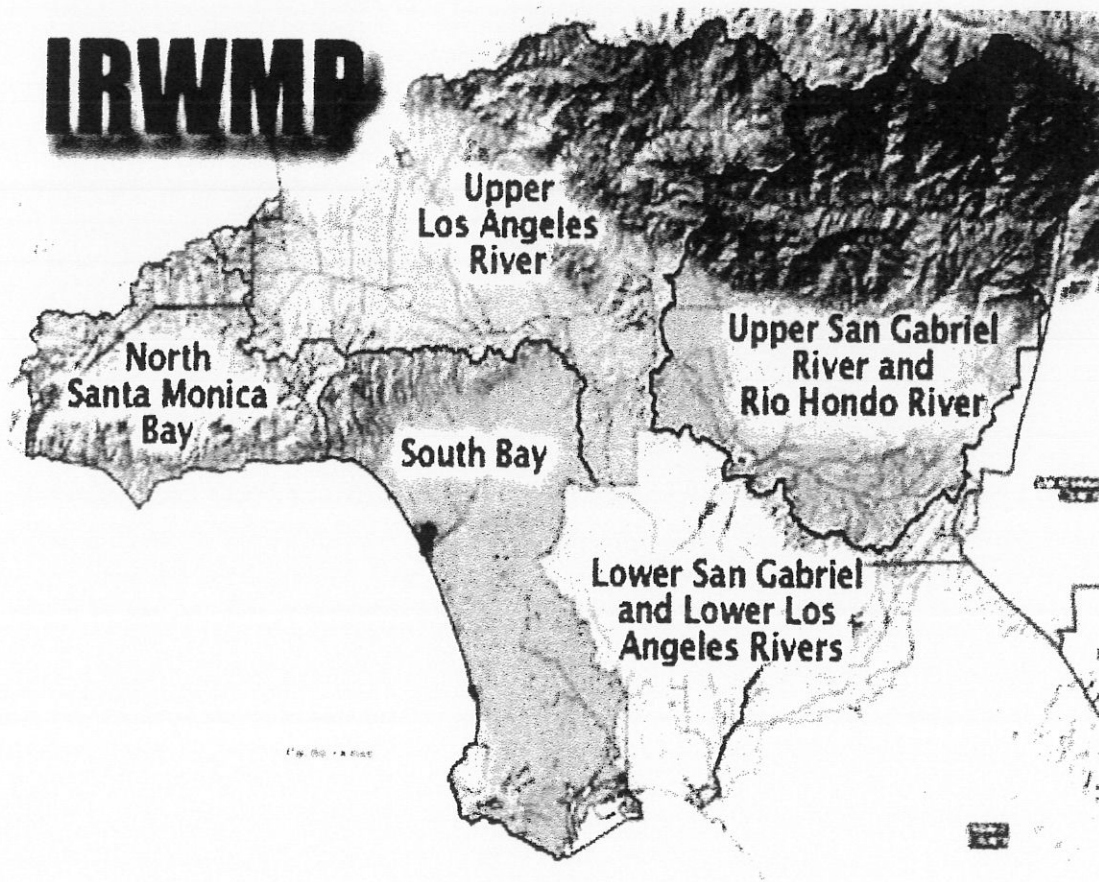
Exhibit A**Greater Los Angeles County IRWMP Region and its Five Sub-Regions**

Exhibit B

**Guidelines for the Operation of the
Regional Water Management Group and Steering Committees of the
Greater Los Angeles County Region
Integrated Regional Water Management Plan
October 2015**

**Guidelines for the Operation of the
Regional Water Management Group and Steering Committees of the
Greater Los Angeles County Region
Integrated Regional Water Management Plan
October 2015**

TABLE OF CONTENTS

I.	Introduction.....	3
II.	Sub-Regional Steering Committees	4
	a. Formation.....	4
	b. Roles and Responsibilities.....	5
III.	Leadership Committee	7
	a. Formation.....	7
	b. Roles and Responsibilities.....	9
IV.	Guidelines for Transparency	10
V.	Guidelines for Funding Contributions	10

I. Introduction

a. The intent of the Greater Los Angeles County (**GLAC**) Region (**Region**) Integrated Regional Water Management (**IRWM**) program is to encourage integrated regional strategies for the management of water resources, and to provide funding, through competitive grants, for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

b. The IRWM's Regional Water Management Group (**RWMG**) is composed of the parties (**Parties**) to the Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region (**MOU**). Among the goals of the RWMG is the development of an IRWM Plan (**IRWMP**) and solicitation of funding for implementation of that IRWMP.

c. The decision-making structure for the RWMG consists of a region-wide decision-making body known as the **Leadership Committee**, and five geographically-based sub-regional **Steering Committees**.

d. Each Steering Committee consists of representatives from each sub-region's local agencies and organizations involved in water management and related topics. The five sub-regions are: North Santa Monica Bay, South Bay, Upper Los Angeles River, Upper San Gabriel River and Rio Hondo River, and Lower San Gabriel and Lower Los Angeles Rivers, as shown on Attachment A.

e. The Leadership Committee consists of 16 regular members and their alternates, as follows:

1. The Los Angeles County Flood Control District, which will sit as the Chair of the Leadership Committee,
2. The Chair and Vice-Chair of each Steering Committee and their alternates; and
3. Five **Water Management Area** representatives, one for each Water Management Area, and their alternates.

f. The five Water Management Areas are:

1. Surface Water,
2. Groundwater,
3. Sanitation,
4. Stormwater, and
5. Open Space.

II. Sub-Regional Steering Committees

Each of the five sub-regions of the Region's IRWM planning area will be guided by a Steering Committee consisting of representatives of local agencies or organizations involved in local water management and related topics. To the extent feasible, the formation and composition of each Steering Committee will be consistent with the following:

a. Formation

1. Each member entity should have experience with at least one of the following Water Management Areas: groundwater, surface water, storm water, sanitation, and open space.
2. Each Steering Committee should strive to include at least one city and at least one member entity with experience in each Water Management Area.
3. Entities wishing to join a Steering Committee must submit a written request to the Steering Committee Chair. The written request will be presented to the Steering Committee for deliberation and a vote. A majority vote of the Steering Committee is required to add an entity to the Steering Committee.
4. Each member entity will designate a primary and secondary representative to represent it on the Steering Committee. Each representative will serve at the pleasure of the appointing member entity.
5. It is desirable, but not required, that the primary and secondary representative designated by each member entity should be representative of that entity's executive level.
6. Each Steering Committee member shall have one vote. The presence of a simple majority of the Steering Committee members at any meeting of the Steering Committee constitutes a quorum for the purposes of conducting business. The affirmative vote of a majority of those Steering Committee members present and voting is required for all decisions and recommendations of the Steering Committee.
7. The members of each Steering Committee will elect from among themselves a Chair of the Steering Committee. The Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering Committee Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.
8. The members of each Steering Committee will elect from among themselves a Vice-Chair to preside over meetings of the Steering Committee in the absence of the Chair. The Vice-Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering

Committee Vice-Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

9. Each Steering Committee may select up to two member entities to serve as alternates to the Chair or Vice-Chair on the Leadership Committee with voting rights only in the absence of the Chair or Vice-Chair. Each alternate may vote in place of only one absent regular member (i.e. if the Chair and Vice-Chair are both absent from a Leadership Committee meeting, each alternate may vote on behalf of only one of those regular members). If two alternates are selected, the Steering Committee shall designate one as the first alternate and one as the second alternate for purposes of determining voting priority. The selection process for the alternates will be established by each Steering Committee.

10. Any member entity holding the position of the Chair, Vice-Chair, or alternates must become a signatory to the MOU within 90 days after being elected to the position of Chair, Vice-Chair, or alternate, if they have not already done so. If a member entity fails to become a signatory within 90 days, then the Steering Committee may elect a new member to assume the position of Chair, Vice-Chair, or if applicable, alternate.

11. Each Steering Committee will nominate one representative for each Water Management Area, without geographic consideration, for consideration to serve on the Leadership Committee. The term of each Water Management Area representative will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

12. Each Steering Committee may establish a membership size limitation.

13. A Steering Committee may request a member entity replace its representative for failure to participate.

14. Steering Committees may adopt additional rules for their formation and participation, but those rules must not conflict with these Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan (**Operating Guidelines**).

b. **Roles and Responsibilities.** The Steering Committees will have the following roles and responsibilities:

1. Represent the interests of the sub-region.
2. Meet monthly or as required to accomplish their purpose in developing the IRWMP, evaluating proposed projects and conducting necessary business. The Steering Committee Chair may call meetings as needed.

3. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, implementation and administration of the IRWMP and/or other areas of business. Subcommittees will be subject to the oversight of the Steering Committee and no recommendation or finding of a subcommittee will be binding upon the Steering Committee. Subcommittee size and composition will be determined by the Steering Committee, and subcommittee members may be selected from any representative of any Steering Committee member entity or organization, or any appropriate stakeholder.

4. Identify reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources, including local, state and federal funding, and consider pursuing funds from these sources. Steering Committee members will also lend individual support to efforts to apply for and procure such funds, to the extent that each entity is able. Steering Committee members may also choose to contribute funds to support any and all phases of the work to be performed for development and implementation of the IRWMP.

5. Prepare periodic reports to its member agencies, organizations and stakeholders describing the progress toward targets and objectives of the IRWMP.

6. Share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the entities shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Steering Committee.

7. Adopt fiscal procedures as necessary to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. To the extent feasible, make all meetings of each Steering Committee open to the public and post meeting notices on a designated website.

9. Provide outreach to local entities and communities to ensure adequate input from all stakeholders.

10. Maintain a sub-regional project list and ensure that the Leadership Committee's master list of projects is current.

11. Maintain a list of sub-regional goals and priorities as appropriate.

12. Identify and sponsor sub-regional planning studies as needed.

13. Work with the Leadership Committee to update and implement the IRWMP as required.

14. Participate in the Leadership Committee.

III. Leadership Committee

a. Formation

1. The Leadership Committee will consist of the Los Angeles County Flood Control District, the Chairs and Vice-Chairs of each of the five Steering Committees, and five additional members representing each of five Water Management Areas. Each of these sixteen members will have one vote on the Leadership Committee. Alternate members may vote in place of their regular member only in the event that their regular member is absent during a vote.

2. According to the schedule below, each Steering Committee will nominate a member entity to fill each of the five Water Management Area positions on the Leadership Committee. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee.

3. The Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee may also select another member entity to serve as an alternate to each Water Management Area member with voting rights only in the absence of the regular Water Management Area member. Alternates must be selected from among the nominations submitted by each Steering Committee.

4. Any member entity holding a Water Management Area position must become a signatory to the MOU within 90 days after being elected to that position, if they have not already done so. If a member entity fails to become a signatory within 90 days, then that entity's position may be filled using the procedures described in Section III.a.2-3 above.

5. Each member entity holding a Water Management Area position will designate a primary and secondary representative to represent it on the Leadership Committee. In the event that a representative is unable to continue serve during its term, then the designating Party will select a replacement to fulfill the remainder of the term. All representatives must be approved by the Leadership Committee and must meet the minimum qualifications for Water Management Area Representatives set forth in Attachment B.

6. The Los Angeles County Flood Control District will serve as Chair of the Leadership Committee, at the pleasure of the Leadership Committee, and

will be represented by the Chief Engineer of the Los Angeles County Flood Control District or his/her designee.

7. In addition to any additional reviews deemed necessary by the Leadership and/or Steering Committees, all Leadership Committee member terms will be reviewed every 3 years on a staggered basis as follows: Each sub-region will review the Chair and Vice-Chair Steering Committee positions for its sub-region every 3 years as illustrated in the table below. The Chair of the Leadership Committee and Chairs and Vice-Chairs of the Steering Committees will review the Water Management Area positions every 3 years as illustrated in the table below. If possible, the entity selected to represent each Water Management Area should be selected from a different sub-region every 3 years. Each Steering Committee will nominate a representative to fill the Water Management Area position. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs, and the Leadership Committee Chair for consideration and appointment. Leadership Committee members may serve consecutive terms.

Position	Year									
	14	15	16	17	18	19	20	21	22	23
Chair		x			x			x		etc
Vice-Chair	x			x			x			etc
WMA										
Surface Water			x			x			x	etc
Sanitation			x			x			x	etc
Groundwater			x			x			x	etc
Stormwater			x			x			x	etc
Open Space			x			x			x	etc

8. Each entity serving as a member of the Leadership Committee must become a signatory to the MOU. Any Leadership Committee member that withdraws from the Leadership Committee in writing or consistently fails to participate (as deemed by majority vote of the Leadership Committee) effectively withdraws its agency from the Leadership Committee and the MOU. The withdrawn member will be replaced on the Leadership Committee through the processes described in these Operating Guidelines.

9. The presence of a simple majority of the Leadership Committee members at any meeting of the Leadership Committee will constitute a quorum for the purposes of conducting business. The affirmative vote of a majority of those Leadership Committee members present and voting is required for all decisions and recommendations of the Leadership Committee.

10. No member entity may serve on the Leadership Committee in more than one position.

b. **Roles and Responsibilities.** The Leadership Committee will have the following roles and responsibilities:

1. Meet monthly or as required to accomplish its purpose in developing the IRWMP and conduct necessary business. The Leadership Committee Chair may call meetings as needed.
2. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, administration, and implementation of the IRWMP. The subcommittees will be subject to the oversight of the Leadership Committee, and no recommendation or finding of a subcommittee will be binding upon the Leadership Committee. Subcommittee size and composition will be determined by the Leadership Committee, and subcommittee members may be selected from any representative of the various Steering Committee entities or any appropriate stakeholder.
3. Identify and pursue funding as needed for the development and administration of the IRWMP. The Leadership Committee will be responsible for determining the amount of contributions necessary for administration of the IRWMP. Leadership Committee representatives will communicate to their respective Steering Committees the amount of funding needed and will pursue commitments for contributions from Steering Committee members and other stakeholders.
4. Identify and pursue reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources including local, state and federal.
5. Prepare periodic reports for the Steering Committees and stakeholders describing the progress of the development, administration and implementation of the IRWMP.
6. Share (to the extent not otherwise prohibited by law, privilege, or previous lawful agreement) all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the Parties shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Leadership Committee.
7. Adopt, as necessary, fiscal procedures to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. Establish a project evaluation framework that is consistent across the Region for the purpose of quantifying project benefits to allow for the categorization and prioritization of proposed projects based on the Water Management Areas and consistency with the IRWMP.

9. Facilitate the adoption of the IRWMP by those entities within the Region with responsibility for one or more Water Management Areas.

10. To the extent feasible, make all meetings of the Leadership Committee open to the public and post meeting notices on a designated website.

11. Provide regional oversight to the Greater Los Angeles County Region IRWMP.

12. Track regional progress towards the Greater Los Angeles County Region IRWMP targets achieved through IRWM funded projects.

13. Act as liaison between the State of California (**State**) and the Steering Committees.

14. Represent the Region's needs to the State.

15. Provide a balance for sub-regional interests.

16. Provide regional outreach related to the Greater Los Angeles County Region IRWMP.

17. Periodically update the Greater Los Angeles County Region IRWMP.

IV. Guidelines for Transparency. The following guidelines have been established to enable participation in the planning effort by all stakeholders and to ensure transparency in decision-making by the Leadership Committee:

a. The Leadership Committee will prepare and circulate agendas in advance of its meetings. The Steering Committees will have an opportunity to discuss those agendas prior to the Leadership Committee meetings when possible.

b. Minutes from Leadership Committee meetings will be posted on the website and distributed to stakeholders with key action items such that subsequent interested parties can review and understand the recommendations and actions.

V. Guidelines for Funding Contributions

a. The Leadership Committee will determine the budget for ongoing IRWMP operations (funding target). Such operations include but are not limited to consultant support, administrative expenses, special studies, direct costs, etc.

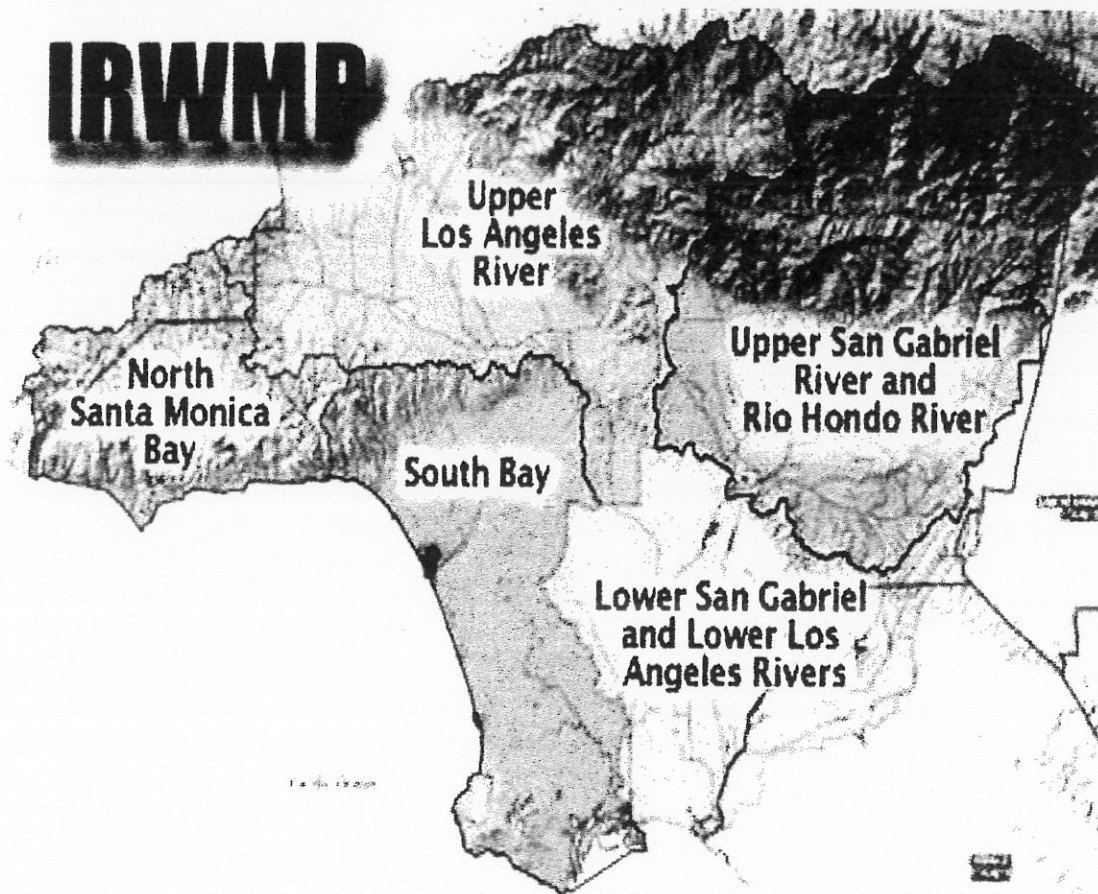
b. The budget shall be determined for multiple years so as to provide participating entities planning information for their own budgetary purposes.

c. All Steering Committees are expected to contribute equitably to the funding target. The Chair and Vice-Chair of each Steering Committee will be responsible for outreach to Steering Committee members and stakeholders in order to obtain the necessary contributions.

d. All Leadership Committee and Steering Committee members will be expected to contribute towards the funding target established by the Leadership Committee based on their ability to pay. Leadership Committee and Steering Committee members are also expected to assist in outreaching to local entities for funding contributions.

e. If extenuating circumstances prevent a Steering Committee from raising its portion of the funding target, the Chair and Vice Chair of the Steering Committee may appeal in writing to the Leadership Committee for an exception to the funding target, explaining their extenuating circumstances.

f. The Leadership Committee and Steering Committees will seek planning grants and other sources of funding as available to offset the amount of Steering Committee member contributions or contributions from other entities.

Attachment A**Map of the GLAC Region's IRWM Planning Area and its Five Sub-Regions**

Attachment B**Water Management Area Representative Minimum Qualifications**

Greater Los Angeles County Integrated Regional Water Management Region Water Management Area (WMA) Representation Minimum Requirements		
WMA	Minimum Years Of Experience	Description
Groundwater	Five +	<ul style="list-style-type: none"> • Experience in one of the following groundwater areas: remediation, supply, management and/or storage. • Educational background or equivalent work experience in engineering, natural sciences, land use management, conservation, or other water resource-related field. • Must not have competing or conflicting groundwater interests within or outside of the Greater L.A. Region.
Open Space	Five +	<ul style="list-style-type: none"> • Experience with habitat, open space and/or recreational issues at a regional level (i.e. across municipal jurisdictions and watershed boundaries). • Educational background or equivalent work experience in natural sciences, land use management, conservation, or other water resource-related field. • Familiar with the agencies and organizations involved in habitat/open space issues in the LA Region who are likely to be project proponents, land owners or permittees of projects.
Sanitation	Five +	<ul style="list-style-type: none"> • Experience in local or regional agency that provides wastewater collection, treatment, recycling and/or disposal services. • Education background and work experience in science, engineering, waste management or related fields.
Stormwater	Five +	<ul style="list-style-type: none"> • Experience in overseeing/managing stormwater pollution abatement projects and knowledge in stormwater programs in multi-watersheds as defined in the Greater Los Angeles Region IRWMP. • Educational background or work experience in engineering, environmental science, biology, chemistry, toxicology, microbiology, urban planning or closely related field. • Sound knowledge of NPDES Stormwater Permit and TMDL issues as related to the region. • Experience in taking a major role in regional NPDES stormwater permit and TMDL compliance efforts involving multiple jurisdictions. • Ability to provide a regional perspective on stormwater and water quality issues.

Greater Los Angeles County Integrated Regional Water Management Region		
Water Management Area (WMA) Representation Minimum Requirements		
Surface Water	Five +	<ul style="list-style-type: none"> • Expertise in the planning, design and construction, financing, and operations of water works facilities which includes storage reservoirs, transmission and distribution systems, pumping plants, water treatment, water conservation, and system optimization particularly as it effects power usage. • Educational background or work experience in engineering, urban planning, environmental studies or related fields. • Sound knowledge of existing and emerging regulations, as well as environmental matters and familiarity with California water law and regulations. • Knowledgeable of the roles of federal, state and local governmental agencies involved in either the regulation of or the operation of water supply facilities, as well as familiarity with key nongovernmental agencies that influence the operations of water systems. • Experience in the acquisition of water rights.
General Minimum Qualifications for all WMA Representatives <ul style="list-style-type: none"> • Familiar with the Region's IRWMP, its decision making structure, the committee members, goals and targets, and specific issues, challenges and potential solutions related to the specific WMA on a regional scale. • Must be able to represent regional interests in the Greater Los Angeles County Region. • Must be able to attend and participate in Leadership Committee meetings. 		

Exhibit C
Parties to the MOU and Current Party Representatives
(Effective XX/XX/2015)

CHAIR OF LEADERSHIP COMMITTEE

Los Angeles County Flood Control District
Ms. Gail Farber
900 South Fremont
Alhambra, CA 91803

SUB-REGIONAL STEERING COMMITTEES

Lower San Gabriel and Lower Los Angeles Rivers

Chair	Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Mr. Christopher Cash 16401 Paramount Blvd. Paramount, CA 90723
Vice Chair	Rivers and Mountains Conservancy Mr. Mark Stanley 100 North Old San Gabriel Canyon Road Azusa, CA 91702

North Santa Monica Bay

Chair	Las Virgenes Municipal Water District Mr. David W. Pedersen 4232 Las Virgenes Road Calabasas, CA 91302
Vice Chair	City of Malibu Ms. Barbara Cameron 23825 Stuart Ranch Road Malibu, CA 90265

South Bay

Chair	West Basin Municipal Water District Mr. Richard Nagel 17140 South Avalon Boulevard, Suite 210 Carson CA 90746
Vice Chair	City of Torrance Mr. Rob Beste 20500 Madrona Avenue Torrance, CA 90503

Upper Los Angeles River

Chair	City of Los Angeles Department of Water and Power Mr. Dave Pettijohn 111 North Hope Street, Room 1460 Los Angeles, CA 90012
Vice Chair	Council for Watershed Health Ms. Belinda Faustinos 700 North Alameda Street Los Angeles, CA 90012

Upper San Gabriel River and Rio Hondo River

Chair	Main San Gabriel Basin Watermaster Ms. Kelly Gardner 725 North Azusa Avenue Azusa, CA 91702
Vice Chair	San Gabriel Basin Water Quality Authority Mr. Randy Schoellerman 1720 West Cameron Avenue, Suite 100 West Covina, CA 91790

WATER MANAGEMENT AREA REPRESENTATIVES

Groundwater	Raymond Basin Management Board Mr. Tony Zampielo 725 North Azusa Avenue Azusa, CA 91702
Open Space	Santa Monica Bay Restoration Commission Mr. Tom Ford 320 West 4th Street, Suite 200 Los Angeles, CA 90013
Sanitation	County Sanitation District No. 2 of Los Angeles County Ms. Grace Robinson Hyde 1955 Workman Mill Road Whittier, CA 90601
Stormwater	City of Los Angeles, Bureau of Sanitation Mr. Shahram Kharaghani 2714 Media Center Drive Los Angeles, CA 90065
Surface Water	The Metropolitan Water District of Southern California Mr. Jeffrey Kightlinger 700 North Alameda Street Los Angeles, CA 90012

ALTERNATES

Leadership Committee

Alternate to Chair	Los Angeles County Flood Control District Gary Hildebrand
--------------------	--

Lower San Gabriel and Lower Los Angeles Rivers

First Alternate to Lower San Gabriel and Los Angeles Rivers Chair	Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Ms. Grace Kast 16401 Paramount Blvd. Paramount, CA 90723
---	--

Second Alternate to Lower San Gabriel And Los Angeles Rivers Chair	Water Replenishment District of Southern California Ms. Esther Rojas 4040 Paramount Blvd. Lakewood, CA 90712
--	---

Alternate to Rivers and Mountains Conservancy Lower San Gabriel and Los Angeles Rivers Vice-Chair	Rivers and Mountains Conservancy Ms. Marybeth Vergara 100 North Old San Gabriel Canyon Road Azusa, CA 91702
---	--

North Santa Monica Bay

First Alternate to North Santa Monica Bay Steering Committee	City of Westlake Village Mr. Joe Bellomo 31200 Oak Crest Drive Westlake Village, CA 91361
--	--

Second Alternate to North Santa Monica Bay Steering Committee	City of Calabasas Mr. Alex Farassati 100 Civic Center Way Calabasas, CA 91302
---	--

South Bay

Alternate to West Basin Municipal Water District South Bay Chair	West Basin Municipal Water District Ms. Leighanne Kirk 17140 South Avalon Boulevard, Suite 210 Carson CA 90746
--	---

Alternate to City of Torrance South Bay Vice-Chair	City of Santa Monica Mr. Neal Shapiro 1685 Main Street Santa Monica, CA 90401
--	--

Upper Los Angeles River

Alternate to City of Los Angeles
Department of Water and Power
Upper Los Angeles River Chair

City of Los Angeles Department of Water and Power
Mr. Andy Niknafs
111 North Hope Street, Room 1460
Los Angeles, CA 90012

Alternate to Council for
Watershed Health
Upper Los Angeles River Vice-
Chair

Council for Watershed Health
Mr. Chris Solek
700 North Alameda Street
Los Angeles, CA 90012

Open Space

Alternate to Santa Monica Bay
Restoration Commission
Open Space Chair

Santa Monica Bay Restoration Commission
Mr. Guangyu Wong
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Sanitation

Alternate to Sanitation Districts of
Los Angeles County
Sanitation Chair

Sanitation Districts of Los Angeles County of Los Angeles
Ms. Sharon Green
1955 Workman Mill Road
Whittier, CA 90601

Stormwater

Alternate to City of Los Angeles
Bureau of Sanitation Chair

City of Los Angeles Bureau of Sanitation
Mr. Wing Tam
2714 Media Center Drive
Los Angeles, CA 90065

Surface Water

Alternate to Metropolitan Water
District
of Southern California
Surface Water Chair

Metropolitan Water District Of Southern California
Ms. Grace Chan
700 North Alameda Street
Los Angeles, CA 90001

NOTE:

**FULL COPY OF THIS EXHIBIT (700+ PAGES)
IS PROVIDED UNDER SEPARATE COVER**

THE GREATER LOS ANGELES COUNTY
INTEGRATED REGIONAL
WATER MANAGEMENT PLAN



2013 UPDATE
(Approved February 2014)

*This Page
Intentionally
Left Blank*

ORDINANCE NO. 1680

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A REQUEST FOR THE APPROVAL OF A TENTATIVE PARCEL MAP TO SUBDIVIDE A 15,800 SQUARE FOOT PROPERTY INTO THREE LOTS AS FOLLOWS: PARCEL 1 WILL CONSIST OF APPROXIMATELY 3,879 SQUARE FEET AND PARCEL 2 WILL CONSIST OF APPROXIMATELY 4,909 SQUARE FEET AND PARCEL 3 WILL CONSIST OF APPROXIMATELY 4,910 SQUARE FEET, EACH. THE PROJECT SITE CONSISTS OF A 79-FOOT BY 200-FOOT LOT AND IS LOCATED AT THE CORNER OF SEVENTH STREET AND MACNEIL STREET WITHIN THE SINGLE-FAMILY RESIDENTIAL ZONE (R-1 ZONE)

WHEREAS, an application has been filed by Jose J. Martinez, with the City to allow for the subdivision of a single lot into three separate single family residential lots. In addition, the applicant would also be dedicating a portion of the lot to the City which will be designated for sidewalk and parkway public right-of-way improvements. on an approximate 15,800 square foot site located at 927 Seventh Street within the R-1 single family residential zone; and

WHEREAS, notice of Public Hearing of the City Council of the City of San Fernando to consider the requested tentative parcel map was given in accordance with Government Code §66451.3; and

WHEREAS, notice of said tentative parcel map was submitted to appropriate agencies as required by the subdivision requirements of state law and the San Fernando Municipal Code, with the request for their review, comments, and requirements in accordance with Government Code §66455.7 and 66453); and

WHEREAS, pursuant to Government Code §66452.3, City staff prepared a written report recommending that the proposed subdivision be approved, and served a copy of that report upon the subdivider at least three (3) days prior to the aforementioned hearing; and

WHEREAS, pursuant to Government Code §66412.3, the Planning and Preservation Commission has considered the effect of the proposed development, on the housing needs of the region in which San Fernando is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources; the approval of the proposed development represents the balance of these respective needs in a manner which is consistent with the City's obligation pursuant to its powers to protect the public health, safety and welfare.

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

SECTION 1: Pursuant to the California Environmental Quality Act (CEQA), staff has adopted a mitigated negative declaration for the project. The environmental analysis notes possible short term impacts during the construction phase of the project which will be mitigated in order to provide less than a significant impact on the environment. The public review period for the Negative Declaration was from December 27, 2017 and ended on January 17, 2018.

SECTION 2: Pursuant to Government Code §66473.5, the proposed development and provisions for its design and improvement are compatible with the objectives, policies, and general land uses and programs provided in the City's General Plan and any applicable specific plan; and

SECTION 3: Pursuant to Government Code §65567, the proposed development and the provisions for its design and improvements are compatible with the objectives, policies, and general land uses and programs provided in the City's local open space plan; and

SECTION 4: Pursuant to Government Code §66474, with the incorporation of those conditions attached as Exhibit "A":

- a. The proposed map is consistent with the applicable general and specific plans as specified in Government Code §65451.
- b. The design and improvements of the proposed subdivision are consistent with the General Plan.
- c. The site is physically suitable for the type of development contemplated by the proposed subdivision.
- d. The site is physically suitable for the proposed density of the development contemplated by the proposed subdivision.
- e. The design of the development and improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
- f. The design of the development and improvements is not likely to cause serious public health problems.
- g. The design of the development or the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed development.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 17th day of September, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. was adopted at a regular meeting of the City Council held on the 17th day of September 2018, and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

EXHIBIT “A”
CONDITIONS OF APPROVAL

PROJECT NO. : Tentative Parcel Map 2017-001
PROJECT ADDRESS : 927 Seventh Street, San Fernando, CA 91340
(Los Angeles county Assessor’s Parcel No.: 2515-028-014)
PROJECT DESCRIPTION : A request for the approval of a tentative parcel map to subdivide a 15,800 square foot property into three lots as follow: Parcel 1 will consist of approximately 3,879 square feet and Parcel 2 will consist of approximately 4,909 square feet and Parcel 3 will consist of approximately 4,910 square feet, each. The project site consists of a 79 foot by 200 foot lot and is located at the corner of Seventh Street and Macneil Street within the Single-Family Residential (R-1) Zone.

Tentative Parcel Map 2017-01 Conditions of Approval:

The following are conditions for approval of the proposed subdivision upon review of the Tentative Parcel Map, and shall be complied within their entirety, as determined by the Community Development Department, prior to approval of the Final Parcel Map:

1. These conditions of approval and the attachments thereto are applicable to the land described in this application and shown on the tentative parcel map.
2. The proposed subdivision and final parcel map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The tentative parcel map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the City of San Fernando. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.
3. The final parcel map shall be prepared in accordance with the policies and procedures of the City of San Fernando, including final approval by the City Council. Such map shall be submitted to the Community Development Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the tentative parcel map.
4. The applicant shall comply with the requirements for subdivision of the site as listed in the attached “Public Works Department Development/Improvement Review Checklist.” (See “Attachment 6”) Also, any approved revisions to the proposed subdivision shall be incorporated into the site plan submitted prior to approval of the final parcel map.

COA –TPM 2017-001

927 Seventh Street, San Fernando, CA 91340 (Cont'd)

Page 2

5. The City's residential development fee for parkland acquisition or enhancement ("Quimby fee") shall be paid in full prior to the recording of the final parcel map with the County of Los Angeles. The required development fee is calculated with a formula: land value per square foot times number of dwelling units times 235 square feet per unit. The Community development Department will establish land value by either an independent appraisal (at the applicant's expense) or by the applicant providing the Community Development Department with satisfactory proof of purchase.
6. A grading plan shall be reviewed and approved by the City Engineer. Existing grades abutting neighboring properties shall be maintained, unless otherwise approved by the City Engineer and the Community Development Department.
7. The applicant shall provide the Community Development Department with proof that the Conditions of Approval have been recorded with the Los Angeles County Clerk's Office.
8. Within thirty (30) days of approval of Tentative Parcel Map 2017-001 by the City Council, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing a statement that he or she accepts and shall be bound by all of the conditions.
9. Indemnification. The property owner and developer shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. The duty to indemnify, protect, hold harmless and defend as described in this section above, also includes, without limitation, the duty to pay all reasonable attorneys fees, City staff time costs and other out-of-pocket expenses incurred by the City in the course of the property owner's or developer's defense of any effort attack, set aside, void, annul, recover monetary damages resulting from an approval of the City, or any agency or instrumentality thereof. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall also defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.

*This Page
Intentionally
Left Blank*

ORDINANCE NO. 1681

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING SECTION 54-18 (INTOXICATING LIQUOR PROHIBITED) OF ARTICLE I (IN GENERAL) OF CHAPTER 54 (PARKS AND RECREATION) OF THE SAN FERNANDO MUNICIPAL CODE TO AUTHORIZE THE PRESENCE AND CONSUMPTION OF ALCOHOL AT CITY RECREATIONAL FACILITIES SUBJECT TO PERMIT CONDITIONS

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

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

SECTION 2. Section 54-18 (Intoxicating Liquor Prohibited) of Article I (In General) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

54-18 Regulation of Alcoholic Beverages at City Recreational Facilities.

- (a) Except as otherwise authorized under the terms, conditions and restrictions set forth under a valid and unexpired alcoholic beverage permit issued by the city as referenced under subsection (b) of this Section below, no person shall bring into or upon any park, playground, recreation center or any other recreational facility of the city any alcoholic beverage or consume any such alcoholic beverage in or upon any such park, playground recreation center or other recreational facility of the city. For purposes of this section, the term “alcoholic beverages” means and includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances.
- (b) The City Council, by resolution may establish and from time-to-time amend, written policies and procedures for the issuance of temporary city permits authorizing, subject to conditions, the presence and consumption of alcoholic beverages at any one or more of the various in-door facilities referenced under subsection (a), above. The City Council, by resolution, may also suspend any existing policies and procedures pending the adoption of updated and amended policies and procedures. Such city policies and procedures may include, without limitation, requirements that the permittee (i) obtain appropriate licenses from the California

Department of Alcoholic Beverage Control; (ii) provide security from a duly licensed security firm pre-approved by the San Fernando Police Department at the permittee's sole cost and expense; (iii) obtain special event insurance satisfactory to the city, naming the city as an additional insured for certain anticipated liabilities and risks associated with the presence and consumption of alcoholic beverages on city property; (iv) indemnify, defend and hold harmless the city from certain liabilities and risks associated with the presence and consumption of alcoholic beverages on city property; and/or (v) provide a security deposit to the city. The foregoing requirements are not exhaustive of the requirements that the city may impose under the City Council-approved policies and procedures.

- (c) Until such time as the City Council approves the written policies and procedures referenced under subsection (b) of this Section, above, no alcoholic beverage permits may be issued by the city and the city shall be under no obligation to accept or process applications for alcoholic beverage permits while the approval of policies and procedures by the City Council remains pending or at any such time thereafter when existing policies and procedures have been suspended by resolution of the City Council.

SECTION 3. CEQA. The City Council finds that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 6. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on 17th day of September, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 17th day of September, 2018 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: September 17, 2018

Subject: Consideration to Approve an Amendment to the `Engineering Solutions Services Contract for Grant Assistance Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bid requirements and approve Contract No. 1897(a) with Engineering Solutions Services (Attachment "A") to increase the amount of compensation of the initial term of contract and subsequent one-year renewal to a not-to-exceed amount of \$50,000 per contract year; and
- b. Authorize the City Manager, or designee, to execute all related documents.

BACKGROUND:

1. During April 2018, staff contacted three firms specializing in grant writing services. Two of the firms contacted responded with written proposals. These firms included Engineering Solution Services (ESS) and Seliger Associates Grant Writing.
2. On May 3, 2018, the City Manager entered into an administrative contract (Attachment "B") for grant assistance services from ESS for the amount of \$15,000 per contract year. This was based on their overall proficiency and familiarity with public works grants as well as their successful past track record. Additionally ESS also had the lowest hourly rates.

ANALYSIS:

Public Works staff has been proactive in their efforts to find grant opportunities related to street and road improvements, water system improvements and other public works related activities. Recently, the City has received grant funding from a number of agencies such as the

Consideration to Approve an Amendment to the Engineering Solutions Services Contract for Grant Assistance ServicesPage 2 of 2

State Water Resources Control Board (Prop 1 funds) and California Department of Transportation (HSIP Cycle 8 funds) to name a few.

Staff is making a concerted effort to identify relevant grant opportunities with agencies such as Federal Emergency Management Agency (FEMA), California Department of Transportation (Caltrans), Air Quality Management District (AQMD), Cal Recycle, Southern California Edison (SCE), and many other opportunities. Having a firm such as ESS that has the unique skills and abilities, as well as proven track record to identify and then help put together those grants that maximize City's chances, are essential in implementing critical public works projects.

Current Situation.

Since May 2018, ESS has provided the City grant assistance services which required specialized knowledge and insight specific to the funding agency or program. These complexities along with responding to funding opportunities realized in the later stages of the application process has caused the budget for services to be expended quicker than estimated.

ESS has worked on the following:

- ATP Cycle 4 grant (developed and submitted);
- San Fernando Local Hazardous Mitigation Plan (required to qualify for funding towards retrofit work on Reservoir Number 4);
- Notice of Intention Prepared (required to submit application to California Governor's Office of Emergency Services (CalOES) for funding towards retrofit work on Reservoir Number 4); and
- Prepared and submitted the full application to CalOES for funding towards retrofit work on Reservoir Number 4.

Staff is actively pursuing other grant opportunities and there are additional grant opportunities that have a very tight deadline. It would be beneficial to the City to continue using the services of ESS to ensure that the schedule for submitting these grants is met.

BUDGET IMPACT:

An additional \$35,000 will be required to bring the total amount of compensation, for current contract term, up to the not-to-exceed amount of \$50,000. The additional funds are available within the adopted Fiscal Year 2018-2019 Budget (PW- Engineering & Administration Division: Fund 001-310-0000-4270 and Enterprise Funds 070-381-0000-4270).

Consideration to Approve an Amendment to the Engineering Solutions Services Contract for Grant Assistance ServicesPage 2 of 2

CONCLUSION:

It is recommended that the City Council determine it is in the City's best interest to waive the formal bid requirement and approve amending the Engineering Solutions Services contract for grant assistance services and authorize the City Manager, or designee, to execute the amended contract and, subsequently, increase current Purchase Order (P.O.) 11781 to the not-to-exceed amount of \$50,000.

ATTACHMENTS:

- A. Contract No. 1897(a)
- B. Contract No. 1897

ATTACHMENT "A"
CONTRACT NO. 1897(a)

**FIRST AMENDMENT TO THE GRANT ASSISTANCE
SERVICES CONTRACT BETWEEN THE CITY OF SAN
FERNANDO AND ENGINEERING SOLUTION SERVICES**

THIS FIRST AMENDMENT ("Amendment") to that certain May 3, 2018 "Professional Services Contract" executed by and between the **City of San Fernando**, a municipal corporation ("CITY") and **Engineering Solution Services** ("CONSULTANT") is made and entered into this 17th day of September 2018. For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT and the capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, the CITY and CONSULTANT have entered into that certain Contract for Grant Assistance Services dated May 3, 2018 (the "Master Contract"); and

WHEREAS, the total compensation for "Grant Assistance Services" in the Master Contract was initially Fifteen Thousand Dollars (\$15,000); and

WHEREAS, unforeseen and time sensitive grant opportunities caused the initial \$15,000 for grant assistance services to be expended earlier than expected; and

WHEREAS, the Parties desire to amend the Master Contract to increase the total amount of compensation.

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

1. Section 1.3(B) (COMPENSATION), of the Master Contract is hereby amended as follows:

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 \$50,000 {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.

2. Except as otherwise set forth in this Amendment, the Master Contract shall remain binding, controlling and in full force and effect. This Amendment together with the Master Contract shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
3. The provisions of this Amendment shall be deemed a part of the Master Contract. Except as otherwise provided under this Amendment, the Master Contract and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Contract, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the provisions of the Master Contract.
4. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to CONSULTANT following execution.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF SAN FERNANDO

ENGINEERING SOLUTIONS SERVICES

City Manager

Principal

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



PROFESSIONAL SERVICES AGREEMENT

Engineering Solutions Services Grant Assistance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of May 2018 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Engineering Solutions Services, an S-Corporation (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 one year commencing from May 7, 2018 through May 30, 2019. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of one year, 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 attached as an exhibit to this 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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 2 of 17

aggregate sum of \$15,000 (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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 3 of 17

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 Director of Public Works/City Engineer (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Director of Public Works/City Engineer 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 Sudi Shoja, Principal to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
 - A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 4 of 17

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 subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 5 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 6 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 7 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 8 of 17

collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the 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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 9 of 17

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,

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 10 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 11 of 17

- 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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 12 of 17

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.

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 13 of 17

- 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.

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 14 of 17

- 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:

Engineering Solutions Services
23232 Peralta Dr., Suite 112
Laguna Hills, CA 92653
Attn: Sudi Shoja, P.E.
Principal
Phone: 949-637-1405
Email:sudi@engineeringsolutionservices.net

CITY:

City of San Fernando
Department of Public Works
117 Macneil Street
San Fernando, CA 91340-2993
Attn: Yazdan Emrani, M.S., P.E.
Phone: 818-898-1237
Fax: 818-361-6728

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

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 15 of 17

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.
- 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.

PROFESSIONAL SERVICES AGREEMENT

Grant Assistance Services

Page 16 of 17

-
- 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.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

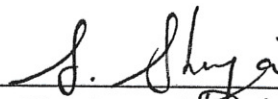
Grant Assistance Services

Page 17 of 17

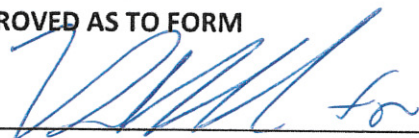

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO**Engineering Solutions Services**

By: 
Alex Meyerhoff, City Manager

By: 
Name: Sudi Shuja
Title: Principal

APPROVED AS TO FORM

By:  for
Rick R. Olivarez, City Attorney

Asst. City Dir.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
Nick Kimball, Deputy City Manager/Director of Finance

Date: September 17, 2018

Subject: Consideration to Adopt a Resolution Declaring the City's Intent to Reimburse Water Reservoir Property Acquisition Expenditures with Bond Proceeds or Other Debt Instrument

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7876 (Attachment "A") declaring the City's intent to reimburse expenses related to property acquisition for construction of a new Water Reservoir from bond proceeds or other debt instrument.

BACKGROUND:

1. On July 16, 2018, California State Senator Robert Hertzberg made a presentation notifying the City that a \$5 million allocation was included in the fiscal year 2018-2019 budget to repair Reservoir No. 4, which sustained damage in the 1994 Northridge earthquake and is in critical need of repair.
2. Rather than repair Reservoir No. 4, it may be more cost effective to construct a new reservoir at an alternate site and retire the existing Reservoir No. 4.
3. In order to construct a new reservoir, the City will need to identify and purchase a site suitable for a water reservoir.

ANALYSIS:

Due to the competitive nature of the real estate market in the Los Angeles area, the City will need to be able to move quickly if an opportunity to acquire property suitable for a water reservoir presents itself. In order to acquire property, the City will most likely need to use Water Fund financial reserves for the initial purchase. However, due to competitive interest rates, it may be in the City's best interest to finance the property through a debt instrument.

Consideration to Adopt a Resolution Declaring the City's Intent to Reimburse Water Reservoir Property Acquisition Expenditures with Bond Proceeds or Other Debt InstrumentPage 2 of 2

The proposed resolution provides the City with the flexibility to move quickly on a property acquisition using water fund reserves and reimburse the water fund for acquisition expenses with proceeds from a future tax exempt debt instrument.

BUDGET IMPACT:

Adoption of the proposed resolution will provide the City with the flexibility to finance property acquisition costs to construct a new water reservoir using tax exempt proceeds. Financing the property acquisition will allow the City to keep resources in the water fund liquid to fund implementation the short-term Capital Improvement and Replacement Program.

CONCLUSION:

Staff recommends that the City Council adopt the proposed resolution declaring the City's intent to reimburse expenses related to property acquisition for construction of a new Water Reservoir from bond proceeds or other debt instrument.

ATTACHMENT:

A. Resolution No. 7876

ATTACHMENT "A"**RESOLUTION NO. 7876****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DECLARING ITS OFFICIAL INTENT TO REIMBURSE PROJECT EXPENDITURES WITH BOND PROCEEDS OR OTHER DEBT INSTRUMENT AND RELATED ACTIONS**

WHEREAS, the City of San Fernando (the "City") is a city organized and validly existing under the Constitution and general laws of the State of California;

WHEREAS, the City intends to issue and sell revenue bonds or other debt instrument ("Debt Instrument") in order to finance the costs to acquire land and certain other capital costs all relating to the so-called Water Reservoir Property Acquisition project (the "Project");

WHEREAS, beginning the 60-day period prior to the date hereof, the City has paid or incurred, or expects to pay or incur, costs with respect to the Project prior to the issuance of the Debt Instrument in order to finance the Project;

WHEREAS, the City also may have paid or incurred certain 'preliminary expenditures' in connection with the Project, which term includes architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction;

WHEREAS, in order to reimburse itself for the payment, or pay unpaid costs, of the Project, the City anticipates it will issue the Debt Instrument in an amount not expected to exceed \$1,500,000 aggregate principal amount in one or more series or issues, for the purpose of financing costs of the Project;

WHEREAS, proceeds of such Debt Instrument will be allocated to reimbursement expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Project (or each component thereof) is placed in service or abandoned (but in no event more than three years after the cost is paid);

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of indebtedness; and

WHEREAS, the City wishes to declare its official intent to use proceeds of the Debt Instrument to reimburse Project expenditures paid before its obligations are issued and to finance Project costs on a long-term basis with the proceeds of such indebtedness.

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

SECTION 1. All of the recitals herein contained are true and correct and the City Council of the City of San Fernando (the “City Council”) so finds.

SECTION 2. This Resolution is adopted by the City Council solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. Unless otherwise defined, terms used herein shall have the meaning set forth in the Internal Revenue Code of 1986 and in Section 1.150-2 of the Treasury Regulations. This Resolution does not bind the City to make any expenditure, incur any indebtedness, or proceed with the Project.

SECTION 3. Treasury Regulations Section 1.1150-2 Declaration of Intent. The City hereby declares its official reasonable intent to Debt Instrument in an estimated sum not-to-exceed one million five hundred thousand Dollars (\$1,500,000) and to apply the proceeds thereof (the “Proceeds”) to the reimbursement to the City for the prior payment of reasonable expenditures related to the Project. The City recognizes that under Section 1.150-2 of the Treasury Regulations, the allocation of the Proceeds will be recognized only if: (i) the expenditures related to the Project were paid not earlier than sixty (60) days prior to the adoption of this Resolution; and (ii) the allocation of the Proceeds to such reimbursement is made not later the later of eighteen (18) months after the date of payment of the expenditures related to the Project or eighteen (18) months after the date upon which the Project is placed in service or abandoned, but in no event more than three (3) years after the date of the original expenditure of such monies.

SECTION 4. The officers, employees and agents of the City, including the Mayor and the City Manager, are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the actions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

SECTION 5. All actions heretofore taken by the officers, employees and agents of the City with respect to the actions set forth above are hereby approved, confirmed and ratified.

SECTION 6. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of September, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Elena G. Chávez, City Clerk

Date: September 17, 2018

Subject: Fair Political Practices Commission - 2018 Local Agency Biennial Notice

RECOMMENDATION:

It is recommended that the City Council receive and file the 2018 Local Agency Biennial Notice (Attachment "A")

BACKGROUND:

The Political Reform Act requires each city to review its conflict of interest code biennially. The conflict of interest code informs public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). The completed biennial notice must be submitted to the City Council no later than October 1, 2018.

After performing the review and consulting with legal counsel, the proposed revisions to the Code will be brought back to the City Council for review and action (proposed amendments must be adopted within 90 days).

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. 2018 Local Agency Biennial Notice

2018 Local Agency Biennial Notice

Name of Agency: City of San Fernando

Mailing Address: 117 Macneil Street, San Fernando, CA 91340

Contact Person: Elena G. Chavez Phone No. 818/898-1204

Email: echavez@sfcity.org Alternate Email: N/A

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other (*describe*) Add disclosure categories for the Oversight Board of the Successor Agency

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Timothy Hou, Director of Community Development

Date: September 17, 2018

Subject: Consideration to Adopt an Ordinance Adopting by Reference the Current 2016 Edition City of Los Angeles Building Standards Codes and Fire Code

RECOMMENDATION:

It is recommended that the City Council:

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1682 (Attachment "A"), "An Ordinance of the City of San Fernando, California, Amending Article VII of Chapter 18 of the San Fernando City Code, Adopting by Reference Division II of Chapter 1 of the 2016 edition of the California Building Code, which is codified in Part 2 of Title 24 of the California Code of Regulations; the 2017 edition of the City of Los Angeles Building Code, as in Effect on December 30, 2016; the City of Los Angeles Electrical Code, as in Effect on December 30, 2016; the 2017 edition the City of Los Angeles Mechanical Code, as in Effect December 30, 2016; the 2017 edition of the City of Los Angeles Plumbing Code, as in Effect December 30, 2016; the 2017 edition of the City of Los Angeles Residential Code, as in Effect December 30, 2016; and the 2017 edition of the City of Los Angeles Green Building Code, as in Effect December 30, 2016, which are Codified in Articles 1, 1.5, 3, 4, 5 and 9 of Chapter IX of the City of Los Angeles Municipal Code, including appendices, amendments, additions and deletions thereto; and amending Article II of Chapter 38 of the San Fernando City Code, adopting by reference the City of Los Angeles Fire Code, as in Effect May 30, 2017, which is codified in Article 7 of Chapter V of the City of Los Angeles Municipal Code, including appendices, amendments, additions and deletions thereto."; and
- b. Direct staff to provide for notice of a Public Hearing on the proposed adoption of Ordinance No. 1682 at the October 1, 2018 regular City Council meeting.

Consideration to Adopt an Ordinance Adopting by Reference the Current 2016 Edition City of Los Angeles Building Standards Codes and Fire CodePage 2 of 5

BACKGROUND:

1. The City of San Fernando utilizes the adoption by reference process to adopt the City of Los Angeles Code. The previous building code adopted by the City Council was the 2010 edition, California Building Code, with Los Angeles amendment on June 1, 2011. Subsequently, the 2014 edition of the City of Los Angeles Fire Code was adopted on March 3, 2014, which is one of the requirements of the City's service contract with the Los Angeles Fire Department (Attachment "B").
2. The adoption of the 2010 edition, California Building Code with Los Angeles amendments included the California Residential Code and the California Green Code with local amendments by City of Los Angeles.
3. In addition, the City of Los Angeles adopted an ordinance incorporating various provisions of the Elevator Safety Orders of Title 8 and the 2007 Edition of Part 7 of Title 24 of the California Code of Regulations as part of its elevator code. The City Council adopted the 2008 edition of the Elevator Code on June 4, 2012. The Elevator Code has not changed since that time.
4. On July 1, 2016, the California Building Standards Commission published the new California Building Standards Code, which became effective for all cities on January 1, 2017.
5. On December 20, 2016, the City of Los Angeles adopted by reference certain portions of the 2015 International Building Code and the 2016 California Building Code, with local amendments (Ordinance No. 184692), which became effective on December 30, 2016. The Building Codes adopted by Ordinance No. 184692 includes:
 - a. Building Code
 - b. Electrical Code
 - c. Plumbing Code
 - d. Mechanical Code
 - e. Green Code
 - f. Residential Code
6. On May 19, 2017, the City of Los Angeles adopted the 2016 California Fire Code with local amendments (Ordinance No. 184913), which became effective on May 30, 2017.
7. Government Code Section 50022.1 et seq. authorizes the adoption by reference of the codes specified in this ordinance. When adopting a code by reference, State law requires that the City Council schedule a Public Hearing after first reading of the ordinance. The Public Hearing can occur in conjunction with the second reading of the ordinance. Pursuant to Government Code Section 50022.3, the notice of the Public Hearing must be published

Consideration to Adopt an Ordinance Adopting by Reference the Current 2016 Edition City of Los Angeles Building Standards Codes and Fire CodePage 3 of 5

once a week for two successive weeks, with at least five days intervening between the respective publications dates. In addition, the City Clerk is required to keep on file a copy of the codes to be adopted by reference for at least 15 days before the Public Hearing. As required for an ordinance that adopts other codes by reference, staff recommends that the City Council set the Public Hearing for this item to occur at second reading and adoption of the proposed Ordinance at the regular City Council meeting on October 1, 2018.

ANALYSIS:

The California Building Standards Commission (the Commission) is responsible for building codes used for the construction of buildings within the State. The International Building Code is the uniform code referenced and adopted by California. Approximately every three years, a new version of the International Building Code is published by the International Code Council (ICC). The California Building Standards Commission makes amendments to the International Building Code and publishes the California Building Codes. On July 1, 2016, the Commission published the 2016 editions of the California Building Codes governing building, electrical, mechanical, plumbing, fire, residential building and green building standards. The California Building Codes became effective and applicable to all cities on January 1, 2017.

The California Building Codes are adopted by every city within the State. Pursuant to Health & Safety Code Sections 17958.5 and 18941.5, any city may establish more restrictive building standards than those in the California Building Codes if a city finds that the more stringent standard or "local amendment" is necessary because of local climatic, geological or topographical conditions. If a city fails to adopt its own more restrictive standards, the codes published by the state become the city's codes.

Importantly, the City obtains certain fire plan check services from the Los Angeles Fire Department and is required to adopt the Los Angeles Fire Code as part of the service agreement with the City. Additionally, as part of the City's inspection services agreement with Los Angeles, the City is required to adopt Los Angeles's building regulations, including Los Angeles' building, residential, elevator, electrical, plumbing, mechanical and green building codes.

Proposed Ordinance No. 1682 has been prepared to:

1. Adopt Division II of Chapter 1 of the California Building Code as the City's administrative code;
2. Adopt the 2016 Editions of the State Building, Residential, Electrical, Mechanical, Plumbing and Green Building Standards Codes, with local Los Angeles amendments; and

Consideration to Adopt an Ordinance Adopting by Reference the Current 2016 Edition City of Los Angeles Building Standards Codes and Fire CodePage 4 of 5

3. Adopt the 2016 Edition of the California Fire Code, with local Los Angeles amendments.Adoption of Division II of Chapter 1 of the State Building Code as the City's administrative code.

The City's administrative code governs the administration and enforcement, including inspections and permits, of the City's building, electrical, mechanical, plumbing, housing and dangerous buildings codes. To improve the effectiveness with which the City administers its building regulations, staff is proposing to adopt by reference the administrative provisions of the 2016 Edition of the California Building Code (Division II of Chapter 1) as the City's administrative code with no local Los Angeles amendments.

Adoption of the 2016 Editions of the State Building, Residential, Electrical, Mechanical, Plumbing and Green Building Standards Codes, with local Los Angeles amendments.

The City obtains certain fire plan check services from the Los Angeles Fire Department. As part of the City's inspection services agreement with Los Angeles, the City is required to adopt Los Angeles's building regulations, including Los Angeles' building, residential, elevator, electrical, plumbing, mechanical and green building codes. Consequently, it is in the City's interest to adopt Los Angeles' version of the State Building Standards Codes so as to be consistent with the Los Angeles' building regulations. Los Angeles has made a variety of amendments to the State Building, Residential, Electrical, Mechanical, Plumbing and Green Building Standards Codes as authorized by state law. The City has, in turn, routinely adopted Los Angeles' amendments to the State Building Standards Codes. This process is being followed again this year. Please note that Los Angeles' Elevator Code, which the City previously adopted, has not since been amended by City of Los Angeles, and thus no new adoption is necessary at this time.

Adoption of Los Angeles Fire Code.

The City of San Fernando currently contracts with the City of Los Angeles Fire Department for Fire Protection and Emergency Medical Services and per this contract the City of San Fernando is required to adopt the City Los Angeles building codes inclusive of any updates of Los Angeles Fire Code. The City of San Fernando has historically adopted the Los Angeles Codes with their local amendments in order to establish a uniformity of standards which serve to minimize conflict and confusion in addressing the community's needs that includes, but is not limited to, fire plan check review, fire inspections, and fire suppression services.

Environmental Review.

The California Environmental Quality Act (CEQA) does not apply to continuing administrative activities or organizational activities of government that will not result in specific direct or indirect physical changes in the environment, or to the creation of government funding mechanisms or other governmental fiscal activities environmental impacts. Public Resources Code Section 21065 and State CEQA Guideline Sections 15378(b)(2) and (b)(5). The draft ordinance makes various technical changes to the existing regulations in the form of local administrative, climate, geologic or topographical changes. On that basis, the draft ordinance is not subject to CEQA.

Consideration to Adopt an Ordinance Adopting by Reference the Current 2016 Edition City of Los Angeles Building Standards Codes and Fire CodePage 5 of 5

BUDGET IMPACT:

Adoption of the proposed ordinance regarding an amendment of the City's building codes is not expected to have any direct impact on the City's budget.

CONCLUSION:

It is recommended that the City Council approve (a) introduce for first reading, in title only, and waive further reading of Ordinance No. 1682; and (b) direct staff to provide for notice of a public hearing on the proposed adoption of Ordinance No. 1682 at the October 1, 2018 regular City Council meeting.

ATTACHMENTS:

- A. Ordinance No. 1682
- B. Contract No. 1757

ATTACHMENT "A"

ORDINANCE NO. 1682

AN ORDINANCE OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING ARTICLE VII OF CHAPTER 18 OF THE SAN FERNANDO CITY CODE, ADOPTING BY REFERENCE DIVISION II OF CHAPTER 1 OF THE 2016 EDITION OF THE CALIFORNIA BUILDING CODE, WHICH IS CODIFIED IN PART 2 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS; THE 2017 EDITION OF THE CITY OF LOS ANGELES BUILDING CODE, AS IN EFFECT DECEMBER 30, 2016; THE 2017 EDITION OF THE CITY OF LOS ANGELES ELECTRICAL CODE, AS IN EFFECT DECEMBER 30, 2016; THE 2017 EDITION OF THE CITY OF LOS ANGELES MECHANICAL CODE, AS IN EFFECT DECEMBER 30, 2016; THE 2017 EDITION OF THE CITY OF LOS ANGELES PLUMBING CODE, AS IN EFFECT DECEMBER 30, 2016; THE 2017 EDITION OF THE CITY OF LOS ANGELES RESIDENTIAL CODE, AS IN EFFECT DECEMBER 30, 2016; AND THE 2017 EDITION OF THE CITY OF LOS ANGELES GREEN BUILDING CODE, AS IN EFFECT DECEMBER 30, 2016, WHICH ARE CODIFIED IN ARTICLES 1, 1.5, 3, 4, 5 AND 9 OF CHAPTER IX OF THE CITY OF LOS ANGELES MUNICIPAL CODE, INCLUDING APPENDICES, AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND AMENDING ARTICLE II OF CHAPTER 38 OF THE SAN FERNANDO CITY CODE, ADOPTING BY REFERENCE THE CITY OF LOS ANGELES FIRE CODE, AS IN EFFECT MAY 30, 2017, WHICH IS CODIFIED IN ARTICLE 7 OF CHAPTER V OF THE CITY OF LOS ANGELES MUNICIPAL CODE, INCLUDING APPENDICES, AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, California Government Code Section 50022.1 et seq. authorizes the adoption by reference of the Codes specified in the title of the Ordinance; and

WHEREAS, at least one copy of each of said Codes certified as full, true and correct by the City Clerk of the City of San Fernando ("City") have been filed in the Office of the City Clerk in accordance with the provisions of Government Code Section 50022.6; and

WHEREAS, California Health & Safety Code Sections 17958.5 and 18941.5 authorize cities and counties to make changes or modifications in the requirements contained in the provisions published in the California Building Standards Code and the other regulations adopted pursuant to Section 17922, as it determines, pursuant to the provisions of Section 17958.7, are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, except as noted below, the City desires to adopt by reference Division II of Chapter 1 of the 2016 edition of the California Building Code, which is codified in Part 2 of Title 24 of the California Code of Regulations; the 2017 edition of the City of Los Angeles Building

Code, the 2017 edition of the City of Los Angeles Electrical Code, the 2017 edition of the City of Los Angeles Mechanical Code, the 2017 edition of the City of Los Angeles Plumbing Code, the 2017 edition of the City of Los Angeles Residential Code, the 2017 edition of the City of Los Angeles Green Building Code, including appendices, amendments, additions and deletions thereto; and the City of Los Angeles Fire Code, including appendices, amendments, additions and deletions thereto, subject to amendments that are reasonably necessary because of local climatic, geologic and/or topographic conditions; and

WHEREAS, no additional findings of reasonable necessity on the basis of local climatic, geologic or topographic conditions are necessary for the City's amendments to Codes specified in the title of the Ordinance because the proposed amendments to said Codes are for administrative clarification, and do not modify a building standard pursuant to California Health & Safety Code Sections 17958.5 and 18941.5; and

WHEREAS, a duly noticed public hearing, as required by California Government Code Section 50022.3, has been conducted and concluded prior to the adoption of this Ordinance; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066; and

WHEREAS, all legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. The recitals above are true and correct.

SECTION 2. Section 18-1 ("Adoption of Administrative Code") of Article I ("In General") of Chapter 18 ("Buildings and Building Regulations") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 18-1. Adoption of Administrative Code.

(a) Division II of Chapter 1 of the California Building Code, 2016 Edition (Part 2 of Title 24 of the California Code of Regulations), based on the 2015 International Building Code as published by the International Code Council, is adopted by reference, and may be referred to as the "administrative code" of the city, subject to the amendments set forth in this article. The administrative code shall govern the administration and enforcement, including inspections and permits, of the codes adopted in this chapter. One copy of Division II of Chapter 1 of the 2016 edition of the California Building Code has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk's office for use and examination by the public.

(b) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the administrative code. It shall also be unlawful for any person to construct, alter, move, enlarge, replace, repair, equip, use, occupy, locate, maintain, remove or demolish any building or structure in the city, or any appurtenances connected or attached to

such buildings or structures, or cause the same to be done, contrary to or in violation of any provision of the administrative code.”

SECTION 3. Section 18-2 (“Administrative Code amended”) of Article I (“In General”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-2. Administrative code amended.

- (a) Notwithstanding the provisions of section 18-1, the exception to section 101.2 of the 2016 edition of the California Building Code (“Scope”) is amended to read:

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (*townhouses*) not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures shall comply with the residential code.

- (b) Notwithstanding the provisions of section 18-1, the term “California Mechanical Code” used in section 101.4.2 of the 2016 edition of the California Building Code (“Mechanical”) is replaced with the term “mechanical code.”

- (c) Notwithstanding the provisions of section 18-1, the term “California Plumbing Code” used in section 101.4.3 of the 2016 edition of the California Building Code (“Plumbing”) is replaced with the term “plumbing code.”

- (d) Notwithstanding the provisions of section 18-1, section 103.1 of the 2016 edition of the California Building Code (“Creation of Enforcement Agency”) is amended to read:

103.1 Creation of enforcement agency. The Division of Building and Safety is hereby created and the official in charge thereof shall be known as the *building official*.

- (e) Notwithstanding the provisions of section 18-1, Exemption No. 2 to section 105.2 of the 2016 edition of the California Building Code (“Work exempt from permit”) is deleted.

- (f) Notwithstanding the provisions of section 18-1, Exemption No. 9 to section 105.2 of the 2016 edition of the California Building Code (“Work exempt from permit”) is amended to read:

9. Prefabricated swimming pool accessory to a Group R-3 occupancy that are less than 18 inches (457 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

- (g) Notwithstanding the provisions of section 18-1, Exemption No. 14 to section 105.2 of the 2016 edition of the California Building Code (“Work exempt from permit”) is added to read:

14. Decks not exceeding 200 square feet (18.58 m²) in area that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve

the exit door required by the 2016 edition of the California Residential Code Section R311.4.

(h) Notwithstanding the provisions of section 18-1, section 113.1 of the 2016 edition of the California Building Code (“General”) is amended to read:

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the building, residential building, electrical, mechanical, plumbing and green building codes, there shall be and is hereby created a board of appeals. The board of appeals shall be the city council of the city.”

SECTION 4. Section 18-31 (“Adoption of the City of Los Angeles Building Code”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-31. Adoption of the City of Los Angeles Building Code.

- (a) The 2017 edition of the City of Los Angeles Building Code, excluding Sections 91.102-91.105, 91.106.2(13), 91.107-91.109 and 91.111, as amended, and in effect December 30, 2016, which code adopts and amends the 2015 International Building Code and the 2016 edition of the California Building Code, is adopted by reference, and shall be referred to as the “building code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Building Code, the 2017 edition of the City of Los Angeles Building Code, as amended, and in effect December 30, 2016, or any amendment to the building code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2017 edition of the City of Los Angeles Building Code, as amended and in effect December 30, 2016, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the building code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the building code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 5. Section 18-32 (“References”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-32. References.

- (a) All references to “Board” contained in the building code shall mean and refer to the city council of the city.

- (b) All references to “Building Official” contained in the building code shall mean and refer to the Community Development Director, or his or her designee.
- (c) All references to “California Building Code” (CBC) contained in the building code shall mean and refer to the 2016 edition of the California Building Code.
- (d) All references to “Chief of the Fire Department” contained in the building code shall mean and refer to the Community Development Director, or his or her designee.
- (e) All references to “City” contained in the building code shall mean and refer to the City of San Fernando.
- (f) All references to “City Council” contained in the building code shall mean and refer to the city council of the city.
- (g) All references to “Department” contained in the building code shall mean and refer to the Community Development Department.
- (h) All references to “Superintendent of Building” contained in the building code shall mean and refer to the Community Development Director, or his or her designee.”

SECTION 6. Section 18-34 (“Building code fees”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-34. Building code fees.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Building Code, as amended, and in effect December 30, 2016, all fees required for permits issued pursuant to the building code shall be those fees established by resolution of the city council.”

SECTION 7. Section 18-35 (“Appeals”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-35. Appeals.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Building Code, as amended, and in effect December 30, 2016, all appeals or requests for modifications in individual cases from the requirements of the building code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 8. Section 18-61 (“Adoption of the City of Los Angeles Electrical Code”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-61. Adoption of the City of Los Angeles Electrical Code.

- (a) The 2017 edition of the City of Los Angeles Electrical Code, as amended and in effect on December 30, 2016, which code incorporates and amends the 2016 edition of the California Electrical Code, is adopted by reference, and may be referred to as the “electrical code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Electrical Code, the 2017 edition of the City of Los Angeles Electrical Code, as amended and in effect on December 30, 2016, or any amendment to the electrical code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2017 edition of the City of Los Angeles Electrical Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the electrical code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the electrical code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 9. Section 18-62 (“References”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-62. References.

- (a) All references to “Building Official” contained in the electrical code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the electrical code shall mean and refer to the city council of the city.”

SECTION 10. Section 18-64 (“Electrical code fees”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-64. Electrical code fees.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Electrical Code, as amended and in effect on December 30, 2016, all fees required for permits issued pursuant to the electrical code shall be those fees established by resolution of the city council.”

SECTION 11. Section 18-65 (“Appeals”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-65. Appeals.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Electrical Code, as amended and in effect on December 30, 2016, all appeals or requests for modifications in individual cases from the requirements of the electrical code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 12. Section 18-91 (“Adoption of the City of Los Angeles Mechanical Code”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-91. Adoption of the City of Los Angeles Mechanical Code.

- (a) The 2017 edition of the City of Los Angeles Mechanical Code, as amended and in effect on December 30, 2016, which code incorporates and amends the 2016 edition of the California Mechanical Code, is adopted by reference, and may be referred to as the “mechanical code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Mechanical Code, the 2017 edition of the City of Los Angeles Mechanical Code, as amended and in effect on December 30, 2016, or any amendment to the mechanical code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2017 edition of the City of Los Angeles Mechanical Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the mechanical code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the mechanical code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 13. Section 18-92 (“References”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-92. References.

- (a) All references to “Building Official” contained in the mechanical code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the mechanical code shall mean and refer to the city council of the city.”

SECTION 14. Section 18-94 (“Mechanical code fees”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-94. Mechanical code fees.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Mechanical Code, as amended and in effect on December 30, 2016, all fees required for permits issued pursuant to the mechanical code shall be those fees established by resolution of the city council.”

SECTION 15. Section 18-95 (“Appeals”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-95. Appeals.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Mechanical Code, as amended and in effect on December 30, 2016, all appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of the mechanical code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 16. Section 18-121 (“Adoption of the City of Los Angeles Plumbing Code”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-121. Adoption of the City of Los Angeles Plumbing Code.

- (a) The 2017 edition of the City of Los Angeles Plumbing Code, as amended and in effect on December 30, 2016, which code incorporates and amends the 2016 edition of the California Plumbing Code, is adopted by reference and may be referred to as the “plumbing code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Plumbing Code, the 2017 edition of the City of Los Angeles Plumbing Code, as amended and in effect on December 30, 2016, or any amendment to the plumbing code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2017 edition of the City of Los Angeles Plumbing Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the plumbing code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the plumbing code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 17. Section 18-122 (“References”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-122. References.

- (a) All references to “Building Official” contained in the plumbing code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the plumbing code shall mean and refer to the city council of the city.”

SECTION 18. Section 18-123 (“Penalties”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

SECTION 19. Section 18-124 (“Plumbing code fees”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-124. Plumbing code fees.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Plumbing Code, as amended and in effect on December 30, 2016, all fees required for permits issued pursuant to the plumbing code shall be those fees established by resolution of the city council.”

SECTION 20. Section 18-125 (“Appeals”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-125. Appeals.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Plumbing Code, as amended and in effect on December 30, 2016, all appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of the plumbing code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 21. Section 18-195 (“Adoption of the City of Los Angeles Residential Code”) of Article IX (“Residential Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-195. Adoption of the City of Los Angeles Residential Code.

- (a) The 2017 edition of the City of Los Angeles Residential Code, as amended and in effect December 30, 2016, which code incorporates and amends the 2015 International Residential Code and the 2016 edition of the California Residential Code, is adopted by reference, and may be referred to as the “residential code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Residential Code, the 2017 edition of the City of Los Angeles Residential Code, as

amended and in effect December 30, 2016, or any amendment to the residential code contained in this Code, the provision contained in the later listed document shall control.

- (c) One copy of the 2017 edition of the City of Los Angeles Residential Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk's office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the residential code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the residential code adopted in this chapter, as such codes may be amended from time to time."

SECTION 22. Section 18-196 ("References") of Article IX ("Residential Code") of Chapter 18 ("Buildings and Building Regulations") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 18-196. References.

- (a) All references to "Building Official" contained in the residential code shall mean and refer to the building official of the city.
- (b) All references to "City Council" contained in the residential code shall mean and refer to the city council of the city."

SECTION 23. Section 18-198 ("Residential code fees") of Article IX ("Residential Code") of Chapter 18 ("Buildings and Building Regulations") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 18-198. Residential code fees.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Residential Code, as amended and in effect December 30, 2016, all fees required for permits issued pursuant to the residential code shall be those fees established by resolution of the city council."

SECTION 24. Section 18-199 ("Appeals") of Article IX ("Residential Code") of Chapter 18 ("Buildings and Building Regulations") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 18-199. Appeals.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Residential Code, as amended and in effect December 30, 2016, all appeals or requests for modifications in individual cases from the requirements of the residential code shall be made in accordance with the procedure established by resolution of the city council."

SECTION 25. Section 18-226 (“Adoption of the City of Los Angeles Green Building Code”) of Article X (“Green Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-226. Adoption of the City of Los Angeles Green Building Code.

- (a) The 2017 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 30, 2016, which code incorporates and amends the 2016 edition of the California Green Building Standards Code, is adopted by reference, and may be referred to as the “green building code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Green Building Standards Code, the 2017 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 30, 2016, or any amendment to the green building code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2017 edition of the City of Los Angeles Green Building Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the green building code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the green building code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 26. Section 18-227 (“References”) of Article X (“Green Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-227. References.

- (a) All references to “Building Official” contained in the green building code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the green building code shall mean and refer to the city council of the city.”

SECTION 27. Section 18-229 (“Green building code fees”) of Article X (“Green Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-229. Green building code fees.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 30, 2016, all fees required for permits issued pursuant to the green building code shall be those fees established by resolution of the city council.”

SECTION 28. Section 18-230 (“Appeals”) of Article X (“Green Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-230. Appeals.

Notwithstanding the provisions of the 2017 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 30, 2016, all appeals or requests for modifications in individual cases from the requirements of the green building code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 29. Section 38-26 of Article II (“Fire Prevention Code”) of Chapter 38 (“Fire Prevention and Protection”) of the City of San Fernando City Code is hereby amended to read as follows:

“Sec. 38-26. Adoption of the City of Los Angeles Fire Code.

- (a) The 2017 edition of the City of Los Angeles Fire Code, excluding Chapter 1, as adopted by the Los Angeles City Council on May 19, 2017 and in effect May 30, 2017, which code incorporates and amends the 2016 edition of the California Fire Code and the 2015 edition of the International Fire Code, is adopted by reference and may be referred to as the “fire code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2016 edition of the California Fire Code, the 2015 edition of the International Fire Code, the 2017 edition of the City of Los Angeles Fire Code, as amended, and in effect May 30, 2017, or any amendment to the fire code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2017 edition of the City of Los Angeles Fire Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the fire code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the fire code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 30. Findings. All of the amendments to the 2016 edition of the California Building Code made by the City of Los Angeles in its 2017 edition of the City of Los Angeles Building Code, and adopted by the City of San Fernando in this Ordinance, are based on the

findings made by the City of Los Angeles in Ordinance No. 184692 of the City Council of the City of Los Angeles, which is adopted by reference in this Ordinance and attached as **Exhibit 1**, including, but not limited to, the findings that the amendments set forth in this Ordinance are reasonably necessary due to the following local climatic, geological and/or topographical conditions:

Climatic:

1. The City of San Fernando has climatic conditions which subject it to a mild winter to an extremely hot summer desert-like climate and hot, dry (Santa Ana) winds that make the temperature rise and the humidity drop, increasing the fire danger to all exposed combustible materials.
2. Widespread fires caused by either earthquakes or brush fires would limit the capabilities of the City of Los Angeles Fire Department to effectively respond to all the fires.
3. Quick response to fires by the City of Los Angeles Fire Department will reduce the amount of damage to buildings and increase the number of lives saved.

Geological:

1. The City of San Fernando is located in Seismic Zone 4, which is considered by experts to be the most seismically active of the four seismic zones in the world.
2. Seismic experts predict a massive earthquake on one of these faults within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during the same period.
3. Massive earthquakes pose unusual and extraordinary stresses on buildings and structures requiring more stringent building regulations than would otherwise be required;
4. A major earthquake would break water lines making fire fighting more difficult and would break gas lines and electric lines, making a high risk of fires breaking out in all areas of the City.

Topographical:

1. The City of San Fernando is situated in a coastal region of hills and mountains containing dry wild native brush and other native and non-native vegetation.
2. This region of flat land and hillside areas creates a natural basin, which has high strong winds alongside foothills and other areas of the City.
3. Widespread fires caused by either earthquakes or brush fires would impact the capabilities of the City of Los Angeles Fire Department to effectively respond to all the fires.

4. The highly concentrated area of buildings, traffic congestion and possible gridlock may jeopardize the quick response to fires by the City of Los Angeles Fire Department that could reduce the amount of damage to buildings and increase the number of lives saved.

All of the amendments to the 2016 edition of the California Fire Code made by the City of Los Angeles in its 2017 edition of the City of Los Angeles Fire Code, and adopted by the City of San Fernando in this Ordinance, are based on the findings made by the City of Los Angeles in Ordinance No. 184913 of the City Council of the City of Los Angeles, which are adopted by reference in this Ordinance and attached as **Exhibit 2**, including, but not limited to, the findings that the amendments set forth in this Ordinance are reasonably necessary due to the local climatic, geological and/or topographical conditions characterized by hot, dry summers and the high potential for seismic activity which make structures particularly vulnerable to rapidly spreading fires and structural damage.

No additional findings of reasonable necessity on the basis of local climatic, geologic or topographic conditions are necessary for the City's amendments to Codes specified in the title of the Ordinance because the proposed amendments to said Codes are for administrative clarification, and do not modify a building standard pursuant to California Health & Safety Code Sections 17958.5 and 18941.5

SECTION 31. Penalties. It shall be unlawful for any person, firm partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or the Codes adopted hereby. Any person, firm, partnership, or corporation violating any provision of this Ordinance or the Codes adopted hereby or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000) or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each person, firm, partnership or corporation shall be deemed guilty of separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Codes adopted hereby is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 32. Civil remedies available. The violation of any of the provisions of this Ordinance or the Codes adopted hereby shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 33. The adoption of this Ordinance or any amendment to any existing ordinance of this City shall not in any manner affect the prosecution for violations of ordinances committed prior to the effective date of this Ordinance.

SECTION 34. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence,

clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 35. The Building Official is hereby authorized and directed to transmit a copy of this ordinance to the California Building Standards Commission as required by California Health and Safety Code Section 17958.7.

SECTION 36. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this ____ day of _____ 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the ____ day of _____ 2018 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

c-124774
ATTACHMENT "B"

CONTRACT NO. 1757

**AGREEMENT FOR COMPREHENSIVE FIRE
AND EMERGENCY MEDICAL SERVICES****BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF SAN FERNANDO**

THIS AGREEMENT is made and entered into on _____, 2014 by and between the City of Los Angeles a municipal corporation acting by and through the Los Angeles Fire Department (hereinafter referred to as "the LAFD") and the City of San Fernando a municipal corporation, acting by and through its City Council.

WITNESSETH:

WHEREAS, the City of San Fernando seeks to enter into an agreement with the City of Los Angeles for the LAFD to provide Comprehensive Fire and Emergency Medical Services within its jurisdictional limits; and,

WHEREAS, the LAFD currently provides the City of San Fernando with Comprehensive Fire and Emergency Medical Services in the City of San Fernando, a municipal corporation within the County of Los Angeles, and adjacent to the City of Los Angeles; pursuant to a December 14, 1978 agreement, including one amendment, between the City of Los Angeles and the City of San Fernando (Contract # 49757) and,

WHEREAS, it would be advantageous to both cities for the LAFD to provide comprehensive fire services and EMS in the City of San Fernando; and,

WHEREAS, the LAFD is agreeable to provide comprehensive fire services and EMS to the City of San Fernando for compensation; and,

WHEREAS, the City of San Fernando is agreeable to paying the City of Los Angeles for services provided, by the LAFD.

NOW THEREFORE, it is agreed as follows:

1. **PURPOSE.** The purpose of this Agreement is for LAFD to provide the City of San Fernando comprehensive fire and emergency medical services within its boundaries (included herein as Attachment A) Comprehensive Fire and Emergency Medical Services (hereinafter referred to as "Services") shall mean the same services the LAFD provides to the residents and businesses of the City of Los Angeles under standard operating procedures, including, but not limited to, fire suppression, fire prevention, inspection, paramedic and emergency medical technician functions and the corresponding resources will be provided to the City of San Fernando. In addition, Emergency Medical Services ("EMS") – will be provided as that term is defined in Health and Safety Code Section 1797.72). The City of San Fernando and the City of Los Angeles (hereinafter referred to as the "Parties") mutually agree that

the fee for performance should, as near as possible, represent the City of San Fernando's comparable share of the total cost of said Services as provided by the LAFD. The Parties agree to the "Comparable Share of the Total Cost" as noted in this Agreement (included herein as Attachment B).

2. **STATEMENT OF BENEFITS AND INTEREST.** Although the City of San Fernando has the primary responsibility to provide Services to its residents, the LAFD agrees to provide Services within the corporate limits of City of San Fernando to the manner herein set forth. Except as otherwise hereinafter specifically set forth, such Services shall only encompass duties and functions within the jurisdiction of and customarily rendered by the LAFD under the Charter and ordinances of said City of Los Angeles and statutes of the State of California.

3. **GENERAL PROVISIONS.**

- A. **TERM.** The term of this Agreement shall commence upon execution by all Parties and remain in effect for a period of five (5) years, and may be amended to extend the term of the Agreement up to two (2) additional five (5) year terms, by mutual written agreement of the parties.
- B. **RATIFICATION.** Where there has been a need to provide un-interrupted Fire and EMS services crucial to public safety and where such services have been provided prior to the date of execution of this agreement, both parties agree that the calculation, and payment, of services under this Agreement shall begin on July 1, 2012, and be made annually thereafter
- C. **SERVICES.** The LAFD shall provide the City of San Fernando with the same level of Service that the LAFD provides to the territory within its corporate limits. Such Services shall be in accordance with the appropriate national and area standards. The discipline of officers and other matters incidental to the performance of such Services, and the control of personnel so employed, shall remain with the LAFD.
- D. **SERVICES INCREASE.** In the event there is a significant increase in providing Services in the City of San Fernando as compared to the previous twelve (12) month, fiscal year period and such increase is not proportional to the increase in services provided in the City of Los Angeles, then the Parties to this Agreement agree to meet and negotiate, in good faith, a fair and equal adjustment in the fee paid to the LAFD for its increased costs for providing said Services to the City of San Fernando.
- E. **SUPPLIES.** For the purpose of performing Services under this Agreement, the Parties agree the LAFD shall furnish and provide all necessary supplies necessary to maintain the level of service to be rendered hereunder. The Parties further agree that in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City of San Fernando, the City of San Fernando shall provide the same at its own cost and expense.

- F. **PAYMENT FOR PAST SERVICES.** Whereas the LAFD has provided Services to the City of San Fernando under a prior agreement (Agreement No. 49757), should any amounts be due under that agreement, the Parties agree payment for such Services shall be paid in a manner agreeable between the Parties.
- G. **EMPLOYMENT POLICY.** Employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of the incident location. Employees shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
- H. **CODE ADOPTION.** The City of San Fernando agrees to fully adopt the City of Los Angeles Fire Code and the Los Angeles Building Code, pursuant to their laws, rules and regulations.
- I. **FIRE HYDRANT SYSTEM.** The City of San Fernando fire hydrant system will be tested annually, by the LAFD, in a manner compatible with accepted national and area standards and acceptable to the LAFD. The City of San Fernando will repair, within a reasonable period of time, any portion of such system found defective as a result of such tests. The City of San Fernando will also notify the LAFD, in writing, of long term repairs to said system.
- J. **FEES AND METHOD OF PAYMENT.**
- (1) Fees. The LAFD will charge a yearly fee for service. The fee is payable in monthly installments, due in advance of service.
 - (2) Invoices. The LAFD will provide an invoice a minimum of 30 days prior to the upcoming Payment Due Date. The LAFD will invoice on a monthly basis.
 - (3) Payment Due Dates. With the exception of the first payment, payments are due on the first day of each month. The first payment is due upon execution of the Agreement. Subsequent payments are due in accordance with the above schedule.
 - (4) Service Period. The first service period will begin on July 1, 2012 and end on June 30, 2013. Each Annual Service Period thereafter, for fee calculation purposes, will begin the following July 1 and end June 30 of the following calendar year.
 - (5) Fee Calculation and Reconciliation. The LAFD will anticipate costs of services based on cost of services in the preceding Service Period. The cost will be determined by taking the assessed value of the City of Los Angeles compared to the assessed value of the City of San Fernando. This ratio will then be applied to the Total Budget for the Los Angeles City Fire Department including the Operating Budget, Related and Indirect Costs, and reducing the total cost by the total revenue allocated in the budget.

K. **NONDISCRIMINATION.** Both Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, disability or national origin; (b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disabilities.

L. **PRINCIPAL CONTACTS.** The principal contacts for the Agreement are:

LOS ANGELES FIRE DEPARTMENT
Ralph M. Terrazas, Fire Chief
200 North Main Street
Los Angeles, CA 90012
(213) 978-3800

CITY OF SAN FERNANDO
Brian Saeki, City Manager
117 Mac Neil Street
San Fernando, CA 91340
(818) 898-1203

4. **PREVIOUS AGREEMENT CANCELLED.** The Parties agree this Agreement supersedes Agreement No. C-49757, which, by execution of this Agreement, is hereby terminated effective June 30, 2012. Any amounts past due to the City of Los Angeles under Agreement C-49757 shall be paid to the City of Los Angeles pursuant to the terms as outlined in Section 3.F of this Agreement.
5. **INSURANCE.** The Parties shall maintain in effect through the term of this contract the coverages and policy limits as stated in Form 146 (Exhibit A). Each Party may satisfy the insurance obligations by a combination of commercial insurance, formal risk pooling under California statutory provision, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Parties.
6. **INDEMNIFICATION.** Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. Each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth

herein. Both City of Los Angeles Fire Department and the City of San Fernando certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this indemnification shall survive expiration or termination of this Agreement.

7. **DISPUTE RESOLUTION.** In the event of a dispute between the Parties as to the operations, payment or any other issue arising under this Agreement, the parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the parties' right to pursue any available remedies at law or in equity.
8. **AMENDMENTS.** Any extension or amendment of this Agreement must be made in writing and executed by the Parties.
9. **TERMINATION.** Both Parties retain the right to terminate their participation under this Agreement by providing a minimum of 180 days written notice to all parties.

The City of San Fernando is responsible, and agrees, to pay, on a pro-rated basis, for all services provided through the effective date of termination.

The City of Los Angeles is responsible to refund, on a pro-rated basis, any fees paid in advance by the City of San Fernando within 60 days from effective date of termination.

10. **LEGAL AUTHORITY.** Both Parties certify that the individuals executing this Agreement on their behalf has the legal authority to enter into this Agreement.
11. **CHILD SUPPORT ASSIGNMENT ORDERS.** This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, the **CITY OF SAN FERNANDO** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CITY OF SAN FERNANDO** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of the **CITY OF SAN FERNANDO** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of the **CITY OF SAN FERNANDO** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CITY OF SAN FERNANDO** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to the **CITY OF SAN FERNANDO** by **CITY OF LOS ANGELES**. Any subcontract entered into by the **CITY OF SAN FERNANDO** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of

the Child Support Assignment Orders Ordinance. Failure of the **CITY OF SAN FERNANDO** to obtain compliance of its subcontractors shall constitute a default by the **CITY OF SAN FERNANDO** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CITY OF SAN FERNANDO** by the **CITY OF LOS ANGELES**.

CITY OF SAN FERNANDO shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. The **CITY OF SAN FERNANDO** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.


12. **CITY STANDARD PROVISIONS.** The City of Los Angeles acknowledges the City of San Fernando, is a municipal corporation within the State of California, and as such, is required to comply with Federal and State laws. The City of Los Angeles further acknowledges that it has made formal inquiry of the Bureau of Contract Administration, and in concurrence with the City Attorney's Office, the City of Los Angeles has determined that Standard Provisions for City Contracts, unless otherwise included in this agreement, are not applicable.
13. **ENTIRE AGREEMENT.** This Agreement contains the full and complete Agreement between the two Parties. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement.

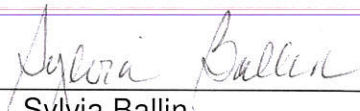
This Agreement is executed in four (4) originals. This Agreement includes seven (7) pages (including the signature page); with two (2) Attachments and one (1) Exhibit, which together constitute the entire understanding and agreement of the Parties.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES**CITY OF SAN FERNANDO**

By 
Eric Garcetti
Mayor


By 
Sylvia Ballin
Mayor

Date 10/23/14

Date 9/19/2014

APPROVED AS TO FORM:

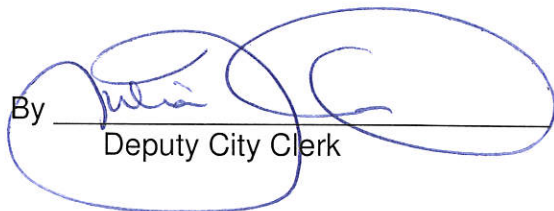
Michael N. Feuer, City Attorney

By 
Anthony-Paul Diaz
Assistant City Attorney

Date OCT 3, 2014

ATTEST:

Holly Wolcott, City Clerk

By 
Deputy City Clerk

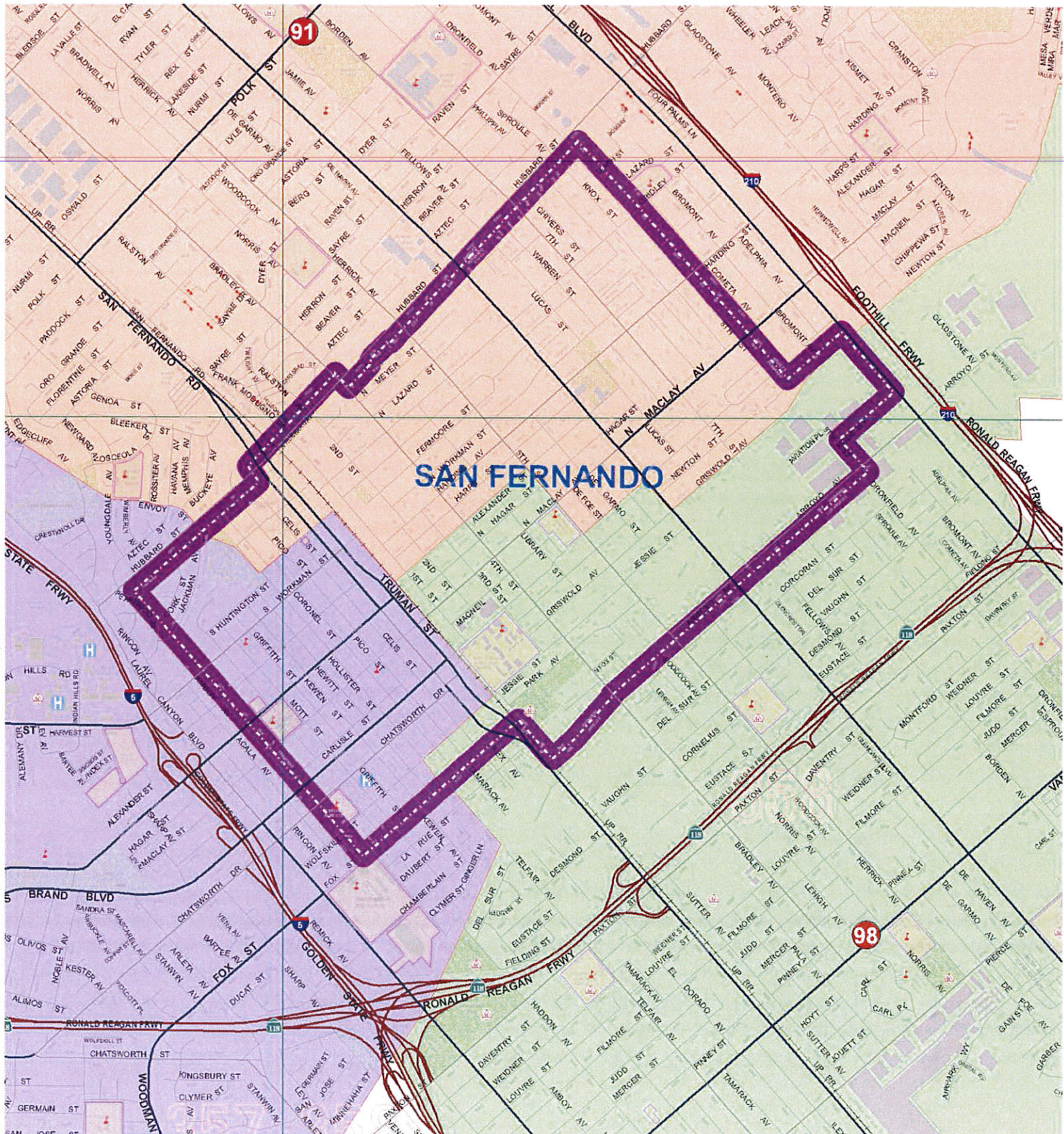
Date: 10-27-14



C-124774

Attachment A, Geographical Map of the Boundaries of the City of San Fernando
Attachment B, Comparable Share of the Total Cost for Fire and EMS services
Attachment C, Insurance Requirements - Form 146
Addendum No. 1 to Agreement for Comprehensive Fire and Emergency Medical
Services between the City of Los Angeles and the City of San Fernando

Attachment "A"



SAN FERNANDO BOUNDARY

LAFD FIRST-IN DISTRICTS



Attachment B

City of Los Angeles
Fire Department
Comparable Share of the Total Cost
As of April 29, 2013

San Fernando	Estimated	Actual	Estimated
Assessment Value Note 1	2012	2012	2013
City of Los Angeles	\$ 409,073,085,384	\$ 419,126,705,477	\$ 419,126,705,477
San Fernando	1,470,621,856	1,522,404,747	1,522,404,747
Ratio	0.360%	0.360%	0.360%
Fire Department Budget Note 2			
Operating Budget	472,597,193	472,597,193	513,444,773
Related and Indirect Costs	354,548,383	354,548,383	355,764,172
Total Budget	827,145,576	827,145,576	869,208,945
Less Revenue Note 3	(142,193,562)	(142,193,562)	(169,707,771)
	684,952,014	684,952,014	699,501,174
Proposed Fee	\$ 2,465,827	\$ 2,465,827	\$ 2,518,204

Note 1: The Assessment values for both the City of Los Angeles and the City of San Fernando are obtained from the Los Angeles County Office of the Assessor's Annual Report located in the County of Los Angeles' website.

Note 2: The information for the Fire Department Budget is obtained from the annual budget submitted by the Mayor and Modified and Adopted by the City of Los Angeles Council.

Note 3: The Revenue for the Fire Department is obtained from the Revenue Outlook book, a supplemental to the Proposed Budget.

Form Gen. 146 (Rev. 9/06)

ATTACHMENT C

Required Insurance and Minimum LimitsName: Los Angeles Fire DepartmentDate: 03/28/2013Agreement/Reference: City of San Fernando - Mutual Aid Agreement

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<hr/>		
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)		
	WC <u>Statutory</u>	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	EL <u>\$1,000,000</u>
	<input type="checkbox"/> Jones Act	
<hr/>		
<input checked="" type="checkbox"/> General Liability		<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct	
<input type="checkbox"/> Fire Legal Liability		
<input checked="" type="checkbox"/> \$5,000,000 Aggregate		
<hr/>		
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/>		
<input type="checkbox"/> Professional Liability (Errors and Omissions)		
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>		
<hr/>		
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake	<input type="checkbox"/> Fine Arts - Cover value of exhibit	
<hr/>		
<input type="checkbox"/> Pollution Liability		
<hr/>		
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds		100% of the contract price
<input type="checkbox"/> Crime Insurance		
<hr/>		
Other: <u>General Notes:</u>		
1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm		
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.		

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Timothy Hou, Director of Community Development

Date: September 17, 2018

Subject: Consideration to Approve a Professional Services Agreement with Kosmont & Associates, Inc., dba Kosmont Companies, to Provide Real Estate Advisory Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A"- Contact No. 1895) with Kosmont & Associates, Inc., dba Kosmont Companies (Kosmont Companies) in an amount not-to-exceed \$30,000 to provide real estate advisory services; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. Over the last several months, multiple real estate development firms have expressed unsolicited interest in City-owned real property assets within the central business district, including requests for exclusive negotiation agreements. This represents both an indication of the increasing viability of the local market as well as the continued growth of the greater national economy.
2. As a result of this interest, staff sought the assistance of a third party consultant to provide professional expertise to evaluate developer interest. On July 2, 2018, staff distributed a Request for Qualifications to solicit professional consulting services to support real estate negotiations (Attachment "B").
3. On July 16, 2018, staff received four submissions of qualifications from consulting firms (Attachment "C") and shortlisted two firms for interviews: Economic & Planning Systems and Kosmont Companies.

Consideration to Approve a Professional Services Agreement with Kosmont Companies to Provide Real Estate Advisory ServicesPage 2 of 3

4. On August 7, 2018, a panel consisting of the City Manager, Deputy City Manager/Director of Finance, and Director of Community Development, conducted the shortlist interviews. The panel selected Kosmont Companies to recommend for the professional consulting services based on the strength of their statement of qualifications and oral interview.
5. Kosmont Companies is a certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) as well as a full service municipal advisory firm that focuses on economic development, real estate and public finance. The company was founded in 1986 and has assisted hundreds of public agencies, the majority of them in Southern California, develop successful economic development projects.

ANALYSIS:City-Owned Real Property within Central Business District.

Within its real estate portfolio, the City owns 12 surface parking lots located in and around the central business district in San Fernando. Additionally, the City owns a 40,000 sq. ft. vacant lot located at 1320 San Fernando Road. The City desires to explore the potential for redevelopment of these City-owned properties while preserving the City's interests, optimizing the value of municipal assets, and maximizing any community benefit that could be generated from a public-private partnership.

Kosmont Companies.

Kosmont Companies is a real estate and economic development services firm. The firm has dedicated itself for over 32 years in helping cities plan projects through the use of comprehensive economic analysis, creative economic development strategies and implementation plans using a comprehensive toolkit of funding mechanisms. The firm has performed similar work recently for the City of Santa Clarita for its Newhall Crossings project, the City of Placentia for Old Town revitalization efforts, the City of Redondo Beach for its waterfront district revitalization, and City of South Gate for its Azalea regional shopping center project.

Ken K. Hira, Executive Vice President, and Tom Jirovsky, Sr. Consultant, will serve as co-project managers on behalf of the firm. Mr. Hira has over 25 years of experience in development, previously working in the private sector as Executive Vice President of the Irvine-based developer, Pacific Century Commercial. Mr. Hira currently services as the Co-Chair of the International Council of Shopping Centers Public-Private Partnership Advisory Board. Mr. Jirovsky has over 30 years of experience providing real estate development feasibility and fiscal and economic impact analysis. Mr. Jirovsky is a former Senior Managing Director of CB Richard Ellis (CBRE) Consulting's Los Angeles office.

Consideration to Approve a Professional Services Agreement with Kosmont Companies to Provide Real Estate Advisory ServicesPage 3 of 3

Scope of Work.

The proposed scope of work for the consulting services will include a review of City real estate assets, analysis of methods for soliciting new development, an informational City Council study session, and if directed by the City Council, negotiation support.

Approval of this scope of work supports the City Council approved City-Wide Strategic Goal No. 5 for Fiscal Year 2018-2019: "Pursue economic development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile."

BUDGET IMPACT:

The City included \$75,000 in "Appropriated Reserves" in the General Fund that may be allocated by the City Manager to address items that may arise during the fiscal year, including economic development initiatives. There are sufficient funds available in the Appropriated Reserves budget to fund the proposed agreement. Future year funding will be included in the Community Development Department.

CONCLUSION:

Staff recommends approval of a Professional Services Agreement with Kosmont Companies in an amount not-to-exceed \$30,000 to provide the City with real estate advisory consulting services.

ATTACHMENTS:

- A. Contract No. 1895
- B. Request for Qualifications
- C. Submissions of Qualifications

ATTACHMENT "A"
CONTRACT NO. 1895



2018

PROFESSIONAL SERVICES AGREEMENT

(Subject Matter of Engagement: Real Estate Advisory Services)

(Parties: City of San Fernando and Kosmont & Associates, Inc., dba Kosmont Companies)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is entered into this _____ day of _____ 2018 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and KOSMONT & ASSOCIATES, INC., DBA KOSMONT COMPANIES (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.

RECITALS

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

WHEREAS, CITY requires professional real estate advisory services to assist CITY with managing and developing its real estate assets; and

WHEREAS, CITY has determined that CONSULTANT possess the requisite skills, experience and expertise to perform the services and tasks contemplated under this Agreement; and

WHEREAS, this Agreement was approved by the San Fernando City Council at its Regular Meeting of September 17, 2018 under Agenda Item No. _____.

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

I.

ENGAGEMENT TERMS

- 1.1 **Term:** The term of this Agreement shall commence on the Effective Date and continue through September 30, 2019. 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 as provided under Section 5 of this Agreement.
- 1.2 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to provide real estate advisory services to CITY. The specific services and tasks are set forth and more particularly described in CONSULTANT's

August 27, 2018 proposal entitled "Work Plan for Real Estate Advisory Services" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Scope of Services"). CONSULTANT further agrees to provide 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."

- 1.3 PROSECUTION OF WORK: CONSULTANT shall not commence the Work until CITY issues a written notice to proceed. CONSULTANT shall work with CITY to develop a schedule for completion of the various tasks and services outlined in the Scope of Services. CITY shall provide CONSULTANT with written confirmation of the agreed upon deadlines for each task or service, and CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the applicable deadline. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

1.4 COMPENSATION:

- A. CONSULTANT shall perform all the Work contemplated under this Agreement at the rates set forth in CONSULTANT's "2018 Public Agency Fee Schedule" which is attached and incorporated hereto as **Exhibit "B"**.
- B. Section 1.4(A) notwithstanding, CONSULTANT's total compensation for all Work performed during the term of this agreement, inclusive of any extension of the term, shall not exceed the budgeted aggregate sum of THIRTY THOUSAND DOLLARS (\$30,000.00) (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the CITY acting in consultation with the CITY Manager.
- C. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditure in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: CITY shall compensate CONSULTANT on a monthly basis. At the end of each month during the Term of this Agreement, CONSULTANT shall submit to CITY a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by CONSULTANT and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business 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 days 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.

- 1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the 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 Director of Community Development (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his/her designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or his/her designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Ken K. Hira, Executive Vice President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT's Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT's Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; 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 others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the 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 EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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: CONSULTANTs shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the CITY of El Monte and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

- 2.9 **SAFETY:** CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times remain in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10. **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the 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:** As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article III (Insurance).
- 3.2 **REQUIRED COVERAGES:** CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars

(\$1,000,000.00) per occurrence for bodily injury, 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: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
 - D. Professional Liability Insurance: For the full term of this Agreement and for a period of one (1) year 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 claim and shall be endorsed to include contractual liability.
- 3.3 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.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY 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.

- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY of El Monte. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: **(a)** Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or **(b)** terminate this Agreement. CITY's exercise of any of the foregoing remedies shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall be construed as a limitation on CONSULTANT's liability.

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 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officers) employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days' prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). CITY's

ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, 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 ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed

confidential. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Kosmont & Associates, Inc., dba
Kosmont Companies
160 N. Sepulveda Blvd.
Manhattan Beach, CA
Attn: Larry J. Kosmont,
President & CEO
Phone: (424) 297-1070

CITY:

Community Development Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Community Development
Phone: (818) 898-7316
Fax: (818) 898-7329

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 prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the 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.
- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.
- 6.7 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement,

no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 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.
- 6.10 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 attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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.
- 6.17 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.

- 6.18 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 is 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.
- 6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT, one counterpart shall be delivered to the CITY Clerk for archiving and one counterpart shall be delivered to the Economic Development Department for day-to-day reference. 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 6.15, above.

[Signatures Page to Follow]

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:**KOSMONT & ASSOCIATES, INC.,
DBA KOSMONT COMPANIES:**

By: _____
Alexander P. Meyerhoff,
City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla,
Assistant City Attorney

EXHIBIT “A”

**CONSULTANT’S AUGUST 27, 2018 PROPOSAL
SCOPE OF SERVICES**



Memorandum

To: Timothy Hou, City of San Fernando

From: Ken K. Hira, Executive Vice President, Kosmont Companies
Thomas Jirovsky, Senior Consultant, Kosmont Companies

Date: August 27, 2018

Subject: **Work Plan for Real Estate Advisory Services**

I. BACKGROUND

Based on the response from Kosmont Companies (Kosmont) to the recent City of San Fernando (City) Request for Qualifications (RFQ), the City desires to retain Kosmont to provide real estate services including review of City assets, development analysis, City Council presentation, and other advisory services, on an as needed basis. The City has received unsolicited Developer interest for reuse of some existing City owned surface parking lots in the downtown area and needs to understand the pros and cons of pursuing various development opportunities.

Kosmont has prepared the following Work Plan for an initial phase and budget for Council authorization.

II. WORK PLAN

Task 1: Review of City Real Estate Assets

1. Gather data on the existing City parking lots for future development potential (size, ease of ingress/egress, adjacent uses/demand factors).
2. Understand allowable building density for each site given height limits, setback requirements, open space and other development standards.
3. Evaluate range of land uses best suited for each site (residential, commercial, mixed-use, parking/open space).

Task 2: Soliciting New Development

1. Summarize various methods for soliciting developer interest and transaction documentation of City owned land.
 - Request for Qualifications/Proposal (RFQ/RFP) process and benefits/risks
 - Exclusive Negotiation Agreement (ENA) due diligence and benefits
 - Development Agreement financial objectives

Task 3: Council Study Session

1. Prepare a presentation in PowerPoint format summarizing basic understanding of key real estate development factors, financing needs and Citywide economic benefits that result from various land uses.
2. Meet and share with City Council (one study session) the presentation to have in depth discussion of various land uses, key real estate development factors, financing needs and Citywide economic benefits.
3. Be available to respond to future questions.

Future Task: Negotiating Support

1. Based on Tasks 1-3 and Council direction, Kosmont can assist City with initial Developer negotiations and will be available for other research and analysis of real estate and economic development issues to help City make progress on transaction documentation.
2. Advise City on ENA and Development Agreement terms and conditions (e.g., timetable for submitting formal development proposal, overall negotiating period, land sale or lease, replacement parking responsibility, City expense reimbursement).
3. Assist City with due diligence (e.g., perform high level market analysis for land use concepts, prepare financial pro forma, estimate fiscal impacts to City).

III. SCHEDULE

Consultant is prepared to commence work upon City's authorization.

IV. BUDGET

Kosmont acknowledges an initial budget authorization of \$30,000 to cover work for the initial phase of the assignment. The professional services (hourly) fees will be billed at Consultant's public sector billing rates as shown on Attachment A. Budget may be increased by City if needed at any point in time.

EXHIBIT “B”

CONSULTANT’S 2018 PUBLIC AGENCY FEE SCHEDULE

ATTACHMENT A

Kosmont Companies 2018 Public Agency Fee Schedule

Professional Services

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONSULTING SERVICES TO SUPPORT REAL ESTATE NEGOTIATIONS

SUBMISSION DEADLINE: MONDAY, JULY 16, 2018, UNTIL 3:00 PM (PST)

Section 1. PURPOSE OF REQUEST FOR QUALIFICATIONS

The City of San Fernando (City) invites qualified consulting firms to submit their proposals detailing their professional skills and qualifications to support real estate negotiations for requests for exclusive negotiation agreements.

The City seeks a consultant to assist an Ad Hoc Committee comprised of two City Councilmembers in representing the City in negotiations for exclusive negotiation agreements with a focus on preserving and optimizing the value of City assets as well as maximizing any public-private partnership potential that generates a community benefit. The scope of services includes assisting the Ad Hoc Committee in negotiations, reviewing materials submitted by developers, and communicating information to the City Council and City staff.

Section 2. BACKGROUND

The City Council has directed staff to explore the option of hiring an independent consultant to assist a two Councilmember Ad Hoc Committee in exclusive negotiation agreement negotiations. Within its real estate portfolio, the City owns twelve surface parking lots located in and around the central business district in San Fernando. The City desires to explore the potential for redevelopment of these City-owned properties while preserving the City's interests, optimizing the value of municipal assets, and maximizing any community benefit generated from a public-private partnership. During this year, the City has received unsolicited developer requests to enter into an exclusive negotiation agreement for potential redevelopment that includes such City-owned property.

Section 3. CITY REQUIREMENTS

- a. Services Required by City – The City seeks a well-qualified professional consultant to provide the following services:
 - i. Assist real estate exclusive negotiation agreement negotiations alongside the Ad Hoc Committee and senior staff to preserve the City's interests and optimize the value of City assets, as well as maximize any public-private partnership potential that generates a community benefit.
 - ii. Formulate recommendations to the City based on the negotiations.
 - iii. Provide written and/or oral communications to the Ad Hoc Committee and City Council.
- b. Knowledge and Skill Set Required by City – The prospective consultant shall possess the following knowledge and skill set:

- i. Knowledge for financial and economic evaluation of real estate and land use data and skill in structuring real estate development agreements, such as the following: exclusive negotiation agreements, disposition and development agreements, owner participation agreements, and development agreements.
- ii. Negotiation skills supporting municipalities on real estate development transactions.
- iii. Communications skills assisting municipalities to successfully negotiate agreements and to clearly convey information to elected officials and senior staff.

Section 4. DESCRIPTION OF INFORMATION REQUESTED

Consultants interested in responding should submit the following required information:

- a. Firm contact information.
- b. Lead individual(s), biographies and affirmation of each individual's availability to perform.
- c. Relevant client and client projects, including any projects within San Fernando.
- d. Relevant experience on related projects interacting with elected officials.
- e. Statement of costs and hourly rates.
- f. Any other relevant material or information.

Section 5. REVIEW OF INFORMATION

Upon receipt, the City will perform an evaluation of all submissions. Based upon the strength of the submissions in meeting the City's requirements, a short list of consultants will be contacted for next steps or additional information. The City anticipates conducting mandatory interviews of a short list during the week of either July 23-27 or July 30-August 3, 2018.

The selected consultant shall enter a professional services agreement in the form provided by the City. The City reserves the right to reject any or all bids submitted by prospective consultants prior to the execution of an agreement. The City shall not be responsible for any costs associated with a consultant's preparation of a submission.

Section 6. HOW TO RESPOND

Please submit your response to the Request for Qualifications in PDF or Word format no later than Monday, July 16, 2018 until 3:00 P.M. (PST). Please limit your response to no more than 20 pages. Submit via email to Timothy Hou, Director of Community Development, at thou@sfcity.org. Please direct questions to Mr. Hou via email or via telephone at (818) 898-7316.

Statement of Qualifications

Response to Request for Qualifications for Professional Consulting Services to Support Real Estate Negotiations

The Economics of Land Use



Prepared for:

City of San Fernando

Prepared by:

Economic & Planning Systems, Inc.

July 16, 2018

EPS #184023

*Economic & Planning Systems, Inc.
949 South Hope Street, Suite 103
Los Angeles, CA 90015-1454
213 489 3808 tel
213 489 3881 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

July 16, 2018

Timothy Hou
Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Submitted via email to: thou@sfcity.org

Subject: Response to Request for Qualifications for Professional
Consulting Services to Support Real Estate Negotiations;
EPS #184023

Dear Mr. Hou:

The Economics of Land Use



On behalf of Economic & Planning Systems, Inc. (EPS), I am pleased to submit this response to the Request for Qualifications (RFQ) from the City of San Fernando for Professional Consulting Services to Support Real Estate Negotiations. We understand the City is seeking to optimize the value of City assets (including 12 surface parking lots), potentially through public-private partnerships that generate community benefits. To this end, the City has formed a two-Councilmember Ad Hoc Committee to lead this effort and is seeking a qualified real estate consultant to assist in this process.

EPS has a deep bench of consulting professionals experienced in all aspects of the City's requested services, from the assessment of proposed project parameters through the negotiation of public-private development partnerships. As a land economics consulting firm founded in 1983, EPS provides the full spectrum of services related to real estate development, the financing of public infrastructure and government services, and negotiation and transaction support for public-private partnerships. With an office in Downtown Los Angeles, EPS has worked for numerous jurisdictions in the County and broader southern California region.

A large proportion of EPS's work occurs at the nexus between the public and private sectors in addressing complex real estate development, redevelopment, financing, and land use policy issues. We have extensive experience in formulating and negotiating public-private financing strategies, as well as the business terms of Disposition and Development Agreements, and long-term ground leases. We have done this type of work from both sides of the table, working for both

*Economic & Planning Systems, Inc.
One Kaiser Plaza, Suite 1410
Oakland, CA 94612-3604
510.841.9190 tel
510.740.2080 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

Timothy Hou
July 16, 2018
Page 3

public and private clients. Our experience in these and other areas informs our perspective in development plans, financing strategies, and solicitation-related assignments, allowing us to think beyond the immediate issues of market demand, developer qualifications, and financial proposals to consider broader policy implications as well as effective solutions to the feasibility and organizational challenges often faced in real estate project on public land.

Given the high-profile and multi-faceted nature of the work envisioned, as well as the critical importance of a good outcome for the City, we have assigned senior staff with significant experience and expertise in financial analysis and negotiation support. The EPS team will include myself as well as Darin Smith and Frank Refuerzo, all of whom have instrumental in numerous EPS assignments relevant to the proposed scope of work, as documented further in this submittal.

We look forward to addressing any comments, questions, or input you may have and would be happy to discuss our qualifications further as part of an interview. If there is any additional information we can provide, please do not hesitate to contact me at (510)-841-9190 or Frank Refuerzo (213) 489-3881.

Once again, we are very excited about the prospect of working with your team on this important project.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jason Moody
Managing Principal

Table of Contents

A.	FIRM OVERVIEW AND CONTACT INFORMATION	1
B.	BACKGROUND, ROLE, AND AVAILABILITY OF ASSIGNED STAFF	3
C.	RELEVANT PROJECTS AND CLIENT REFERENCES	4
	Selected Project Profiles	4
	Selected Client References.....	9
D.	RELEVANT EXPERIENCE WITH ELECTED OFFICIALS	10
E.	STATEMENT OF COSTS AND HOURLY RATES	12

Appendix A: Staff Résumés

A. FIRM OVERVIEW AND CONTACT INFORMATION

The Firm. Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.

Guiding Principle. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.

Areas of Expertise

- Real Estate Market and Development Feasibility
- Public Finance
- Fiscal and Economic Impact Analysis
- Reuse, Revitalization, and Redevelopment
- Real Estate Market and Development Feasibility
- Developer Negotiations and Transaction Support
- Regional Economics and Industry Analysis
- Land Use Planning and Growth Management
- Housing Development Feasibility and Policy
- Developer Negotiations and Transaction Support

Clients Served. Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States (see **Exhibit 1**). Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys. Our balanced portfolio of clients allows us to understand land use and development economics from a variety of perspectives.

EPS Locations: Oakland, Los Angeles, and Sacramento, California; Denver, Colorado

Firm Contact Information: Los Angeles Office: 949 S. Hope Street, Suite 103, Los Angeles, CA 90015; Phone: (213) 489-3838
Oakland Office: 1 Kaiser Plaza, Suite 1410, Oakland, CA 94612; Phone: (510) 841-9190

EPS Web Site: www.epsys.com

*Professional Consulting Services to Support Real Estate Negotiations
EPS Statement of Qualifications 7/16/18*

Exhibit 1 Representative EPS Clients

Cities

Anaheim, California
Aspen, Colorado
Auburn, California
Berkeley, California
Boulder, Colorado
Chico, California
Citrus Heights, California
Concord, California
Davis, California
Folsom, California
Fremont, California
Los Angeles, California
Merced, California
Modesto, California
Napa, California
Oakland, California
Pleasanton, California
Redding, California
Redwood City, California
Richmond, California
Rocklin, California
Roseville, California
Sacramento, California
San Clemente, California
San Francisco, California
San Jose, California
San Luis Obispo, California
San Mateo, California
Santa Barbara, California
Santa Monica, California
Santa Rosa, California
Seaside, California
Stockton, California
Truckee, California
Turlock, California
Vacaville, California
Vallejo, California
Ventura, California
Walnut Creek, California
Watsonville, California
Winters, California

Counties

Alameda, California
Contra Costa, California
El Dorado, California
Los Angeles, California
Marin, California
Mendocino, California
Merced, California
Monterey, California
Orange, California
Placer, California
Pitkin County, Colorado
Sacramento, California
Sutter, California
Yolo, California
Yuba, California
San Joaquin, California
San Luis Obispo, California
San Mateo, California
Santa Cruz, California
Sonoma, California

Public Agencies and Special

Districts

Alameda County Congestion Management
District
Alameda Reuse and Redevelopment
Authority

Bay Area Rapid Transit District
Capital Area Development Authority
Capital District Transportation Authority,
New York
Contra Costa LAFCO
East Bay Regional Park District
El Dorado Hills CSD
El Toro Redevelopment Authority
Fort Ord Reuse Authority
Incline Village G.I.D.
Los Angeles Community Redevelopment
Agency
Olivehurst Public Utility District
Port of Los Angeles
Port of Oakland
Port of San Diego
Port of San Francisco
Sacramento Area Council of Governments
Sacramento City and County Office of
Water Planning
Sacramento Open Space Commission
Sacramento Regional Transit
San Joaquin Council of Governments
Sonoma County Agricultural Preservation
and Open Space District
Transmission Agency of Northern
California
Tri-Valley Wastewater Authority
Treasure Island Development Authority
Inter-American Development Bank

State Agencies

California Attorney General
California Coastal Conservancy
California State Department of Fish
and Wildlife
Caltrans
University of California, (UCLA, UCSF,
UCB, UCD, UCM, UCSC, Office of the
President)

Real Estate Developers / Investors

AEW Capital Management
Aspen Skiing Company
A. Teichert & Son
Beazer Homes
Buzz Oates Enterprises
Callahan Property Company
Camray Development and
Construction Co.
Catellus Development Corporation
Centex
Continuum Partners LLC
Corrie Development Corporation
DKM Investments, Inc.
El Dorado Hills Development Co.
FHK/Ward Company
First Commercial Bank
Forest City Development
Georgia-Pacific
General Growth Partners
Graham Development Company
Granite Power and Development Co.
Hyatt Rickey
The Hofmann Company
Jones Lang LaSalle
JPI West Coast Construction
KB Home
Kaiser Permanente
L & P Land Development
Lennar Communities
Lewis Homes
McClellan Business Park
McCuen Properties
Morrison Homes
Pacific Construction Company

Pacific-Teal Development
Pacific Telesis
Pacific Gas & Electric Properties
Powell Development
Prometheus Development Company
Prudential Development Group
Pulte Homes, Inc.
Resort Development Company
Reynen & Bardis Communities
Sears, Roebuck and Co.
Shaffer Management Group
Southern Pacific Transportation Co.
Sterling Pacific Assets
The DeSilva Group
The Hodgson Company
The MacDiarmid Company
The Pivotal Group
The RREEF Funds
Wadsworth Golf Construction
Waterworld Resorts, Inc.
WCI Communities, Inc.

Non-Profit

Pasadena Playhouse District
Azusa Pacific University
California Pacific Medical Center
Spanish Speaking Unity Council
Hollywood BID
Friends of Hollywood Park
The Nature Conservancy
The Wilderness Society
Spokane Business Partnership

B. BACKGROUND, ROLE, AND AVAILABILITY OF ASSIGNED STAFF

EPS organizes projects to bring the most relevant in-house talent and technical expertise to each assignment, providing responsive day-to-day project management. While our technical staff of over 40 professionals work collaboratively, each project is assigned a Principal-in-Charge and a Project Manager, each of whom will be available to the City on a day-to-day basis. A brief description of the background and role of the key individuals assigned to this engagement is provided below (resumes for each are attached as **Appendix A**).

Jason Moody, EPS Managing Principal

Jason will serve as EPS's Principal-in-Charge, overseeing the entire engagement process and participating in all Client meetings. A real estate consultant since 1996, Jason has broad experience providing strategic advice to public and private clients on the economic and financial dimensions of land use and real estate development. He has also led the firm's expansion in the LA market, including recent and on-going work with the County of Los Angeles, and the cities of Burbank, Santa Monica, Pasadena, and Duarte, all of which have involved evaluating public-private partnerships on publicly held land.

Darin Smith, EPS Managing Principal

Darin is also an EPS Managing Principal and will serve as a strategic advisor to this effort. Darin has also helped numerous clients to evaluate and optimize opportunities converting surface parking lots into viable vertical development, as well as creating strategies and policies to promote the creation of affordable housing and the revitalization of downtown areas. Darin has led EPS's work on public/private partnerships for transit agency land, including transit-oriented development (TOD) and portfolio analysis for BART, the Santa Clara VTA, and the Orange County Transportation Authority (COTA). Darin also led EPS's work evaluating the feasibility of the "Park 101" freeway cap concept in Downtown Los Angeles, including assessments of potential revenues from public land disposition.

Frank Refuerzo, Associate, EPS

Frank will serve as Project Manager for this assignment. Frank works in the EPS Los Angeles office and will serve as the firm's "boots on-the-ground" providing a local day-to-day presence. Frank has experience conducting market analyses and financial feasibility studies for both public and private sector clients. Frank has also worked on a broad range of projects related to developer negotiations and developer solicitation support. Currently, Frank is working with the County of Los Angeles on its efforts to solicit developer interest in opportunities at the County-owned Honor Ranch site in the Santa Clarita Valley. Frank is also working with the Pasadena Playhouse District Association to perform financial feasibility analysis and provide strategic land use recommendations for the development of several City-owned parking lots.

C. RELEVANT PROJECTS AND CLIENT REFERENCES

EPS has worked on numerous projects with a similar scope and context to those faced in by the City as it considers how to optimize future opportunities on publicly owned parking lots. Below we describe a number of relatively recent projects where EPS has supported the estate development on publicly owned land followed by selected client references.

Selected Project Profiles

LA County Honor Ranch Development Feasibility and Developer Solicitation

Los Angeles County retained EPS to evaluate market opportunities and engage the real estate community as it seeks to optimize development of a 200-acre site in the Santa Clarita Valley of Southern California. The County-owned Honor Ranch site is strategically located adjacent to I-5 in an unincorporated just outside Santa Clarita. EPS conducted market research and performed an industry sector analysis to assess the market opportunities for a range of potential supportable land uses for Honor Ranch. EPS tested development feasibility using a residual land value analysis and estimated the direct economic and fiscal impacts of several development options so that policymakers could make a more informed decision on the optimal path forward. EPS is currently assisting the County as it seeks to engage the development community, drafting various solicitation documents, identifying potential applicants, and reviewing submittals.

Park 101 Development Feasibility Analysis

The proposed Park 101 would be constructed using air rights over the 101 Freeway near Union Station in Downtown Los Angeles and provide approximately five acres of highly programmed green space to the Civic Center area of the City. EPS, as part of a multi-disciplinary team, worked on behalf of the City of Los Angeles and the Southern California Association of Governments (SCAG) to develop a vision and financing strategy for the Park. As the team's economist, EPS assessed the potential for commercial and residential development on new air rights made available by the park, analyzed fiscal benefits, and estimated the potential bond yield contribution generated by the associated tax increment in a potential EIFD at four projects. These EPS findings helped establish both the business and public case for the Park.

OCTA Transportation Centers Development Assessment

EPS was retained to lead an interdisciplinary team in evaluating opportunities to enhance the utilization of five existing OCTA transportation centers and park-and-ride facilities in various Orange County jurisdictions, including:

- Fullerton Park-and-Ride
- Brea Park-and-Ride
- Goldenwest Transportation Center
- Newport Transportation Center
- Laguna Hills Transportation Center

Based on the market assessment and interviews with potential developers, as well as input from OCTA regarding continuing transportation and parking needs, EPS and its urban design subconsultant developed conceptual development programs for each site, incorporating private development opportunities in addition to the necessary transit facilities. Through this study, the EPS Team characterized the development and revenue potential for each site and made recommendations to OCTA to help shape their policy on site disposition.

Burlingame Parking Lot Reuse

The City of Burlingame owns several surface parking lots in the Downtown area and wanted to leverage these valuable real estate assets which have tremendous potential to catalyze economic development and the vitality of the Burlingame Avenue commercial district. The City retained EPS to help specify the business terms for each of the projects and negotiate the terms of the agreements between potential developers and the City.

EPS worked collaboratively with City staff, as well as outside council, to prepare Exclusive Negotiating Agreements (ENA). Once under an ENA with the selected developer for one of the sites, EPS developed a multi-year development pro forma to evaluate the residual land value of the project to determine the appropriate value for the City-owned parcel as well as the capacity for community benefits. EPS worked closely with the City confirm assumptions and vet the structure of the financial parameters. One of the deals is currently moving forward based on EPS's analysis and real estate negotiation support.

Santa Monica Civic Center Sports Field and Parking Structure Economic Analysis

The City of Santa Monica and Santa Monica-Malibu Unified School District sought the assistance of consultants to prepare an economic analysis related to a joint development partnership for a major new subterranean parking structure and surface level sports field development in the Civic Center study area. The existing site included 1,000 surface parking spaces that served a broad range of civic, concert, and private uses in the heart of the City. The potential joint development would displace 600 existing parking spaces and the new proposed development was intended to replace and add to the parking availability with subterranean parking, while also providing a community sports field that could accommodate soccer, lacrosse, and a softball overlay, lighting fencing, and other recreational facilities.

EPS conducted an economic analysis to assist the parties in negotiating the terms of an equitable joint development. The study included a robust evaluation of the existing and proposed parking formulations, including an analysis of the parking rates and current commitments of the parking area, parking and permit revenue estimates, park operational costs, and related sensitivity analyses of various shared parking scenarios. The analysis also included a fair market value assessment of the Civic Center land, financial model of the operations of the sports field and parking structure, and recommendations for operations sharing arrangements.

West Hollywood Public Benefits Economic Evaluation Framework

The City of West Hollywood engaged EPS to develop an “Economic Evaluation Tool” that will help the City to consistently assess the economic value of increased density, zoning flexibility, General Plan changes, and other entitlement enhancements. EPS commenced the assignment by recommending an analytical framework for valuing entitlement enhancements in West Hollywood. Study of public benefits program examples from other California communities informed the proposed methodology. In the current phase of work, EPS is developing the analytical tool and testing it through analysis of recent real estate development projects in the City.

Santa Barbara Parking Conversion

The City of Santa Barbara sought to understand the feasibility and policy implications of developing affordable housing on nine City-owned properties located in its Downtown area currently used for surface parking. The City retained EPS to assist in determining which, if any, of the selected properties have merit as affordable housing sites and, if so, what steps can be taken to achieve this objective. EPS will conduct an analysis of the feasibility of residential development (and possibly other supporting uses) occurring on the selected properties, and the ability to replace existing parking capacity and assure adequate parking for new uses on the site. EPS will work with an architectural/planning firm to help prepare development scenarios for the different sites.

LA Waterfront Development Feasibility Analysis

The City of Los Angeles Economic and Workforce Development Department (EWDD) in conjunction with the City of Los Angeles Council District 15 (CD 15) and the Mayor’s Office of Economic Development commissioned a feasibility study to determine the short- and medium-term market potential for residential and hospitality-related development at sixteen publicly owned sites along the Los Angeles waterfront in San Pedro and Wilmington. All the assessed sites are located in the vicinity of the LA Waterfront initiative, a multi-year multi-project planning and development program consisting of approximately \$1 billion in public and private investment to provide visitor- and community-serving infrastructure and commercial projects to the area.

EPS’s project tasks included an existing conditions analysis based on stakeholder interviews, assessment of market data, and a review of site physical and regulatory conditions to ascertain market potential for hotel, office, and residential uses. Financial feasibility analysis for a representative set of potential land uses was conducted under current and potential future market conditions. Key findings recognized short-term potential residential development, based on the organically improving market, and longer-term potential for hotel and office development contingent upon successful implementation of several catalytic LA Waterfront initiative projects.

Pasadena Playhouse District Opportunity Site Analysis

The Pasadena Playhouse District Association (PDA) assembled a multi-disciplinary consultant team to support efforts to expand the market performance and vibrancy of the vital mixed-use neighborhood in the heart of the City’s downtown. As the lead economic advisors, EPS is currently providing the PDA and the consultant team with an assessment of economic

opportunities in the District based on existing conditions and market potential to inform the anticipated development of key opportunity sites as well as opportunities for value capture. Specifically, EPS is evaluating the development feasibility, value creation opportunities, and catalytic potential associated with various land use programs being considered at three (3) City-owned parking lots. In addition to development feasibility considerations, the EPS analysis has focused on project-specific exactions or related value capture opportunities might be optimized to support the use of “return to source” financing tools to fund various improvements and amenities desired in the District.

Castle Rock Town Parking Garage Public Private Partnership

Like many municipalities, the Town of Castle Rock – in the greater Denver Metro Area - is balancing a desire to densify and add vibrancy to its downtown while also maintaining adequate parking infrastructure given both real and perceived parking needs. This proposed mixed-use development includes for-sale residential condominiums, office space, and ground floor retail with three levels of parking; 300 public parking spaces for Town Hall and downtown area patrons, and 200 spaces for the project tenants and residents.

EPS evaluated the market and financial feasibility of the proposed public private partnership including: supportable land and market values used for the property tax and sales tax estimates; price and absorption assumptions used in the development pro forma; and a “but for” analysis determining the public investment required for the project to be feasible and achieve a reasonable rate of return. Finally, we estimated future public finance revenues associated with the project and performed a sensitivity analysis on these estimates, assessing the likelihood that public finance revenues will be able to service the Town’s debt obligations for building the public garage. In addition to these analyses, EPS assisted in the development negotiations, and helped the Town and developer think about how to best structure the financial risks and reward for the project.

Austin Block 21 Development Negotiations

The City of Austin was offering “Block 21,” a full Downtown block across from City Hall, for the development of a mixed-use project featuring urban-density hotel, office, housing, and retail space. EPS assisted the City in conducting financial due diligence on a variety of project components proposed by the developer, including: development costs and values, parking assumptions, the financial implications of including nonprofit institutional space to the developer and to the City (as a potential source of subsidy), and the purchase price and profit-sharing agreements. Following EPS’s review, the City and the developer reached agreement on the Term Sheet for the development and disposition, and construction began.

BART Joint Development Negotiations and Real Estate Asset Management

EPS is an advisor to the San Francisco Bay Area Rapid Transit (BART) District on numerous station area plans and property disposition processes and negotiations, including the following examples from the past five years:

- The Fruitvale Transit Village
- South Hayward BART Transit Village
- Millbrae Station Mixed-Use Development
- West Dublin Ground Lease Negotiation
- Glen Park Developer Qualifications Review
- BART Station Retail Feasibility
- Lake Merritt Developers Solicitation and Selections
- San Leandro BART land swap, ground lease, and parking replacement program.
- Hillcrest eBART Financing.

EPS was also engaged to prepare an overall real estate strategy for BART's property assets and TOD implementation program. The strategy includes an identification of the unique conditions and appropriate actions to facilitate development at each BART station (including changes to development regulations), and recommendations for prioritizing the disposition of BART's real estate assets, including whether they should be promoted for near-term development, held as rider parking, combined with other adjacent parcels, or other specific actions. In addition, the study includes an assessment of the real estate asset management practices of similar organizations (public or quasi-public entities holding multiple properties that can be "monetized") and has involved meetings with developer and municipal stakeholders to describe the strategy and discuss its implications for future planning and development.

Santa Clara Valley Transportation Authority Property Development

The Santa Clara Valley Transportation Authority (VTA) owns numerous properties throughout Santa Clara County, some that are highly utilized for transit functions (station facilities, park-and-rides, maintenance yards, etc.), while others less so. EPS has retained by VTA to evaluate the joint development potential and expected values for the agency's numerous property assets. EPS conducted market analysis for housing, office, retail, and industrial uses in the cities and sub-areas of cities where the sites were located to understand comparative prospects and achievable building and land values for such uses. EPS also reviewed the planning regulations affecting each site, as well as the current and future transit needs related to each site. EPS created conceptual development programs for each site, and provided feasibility analysis and residual land value analyses that estimated each site's value under various scenarios related to market growth. This qualitative and quantitative information was used by VTA to identify and prioritize sites for near-term and long-term joint development disposition.

EPS was subsequently retained by VTA to assist in projecting the property disposition revenues over several decades, in support of a funding application for the Federal Transit Administration, and to conduct due diligence on market and feasibility issues, assist with drafting developer solicitation documents, the selection of a preferred development partners, and support in Exclusive Negotiation Agreements.

Selected Client References

Robert Moran, Chief Executive Office
Los Angeles County
Phone: (213) 974-1130
rmoran@ceo.lacounty.gov

Sam Hughes, Economic & Workforce Development Department
City of Los Angeles
Phone: (213) 744-9723
samuel.hughes@lacity.org

John Rennels, Principal Property Manager
Bay Area Regional Transit District (BART)
Phone: (510) 464-6893
jrennel@bart.gov

Brian Wallace, Executive Director
Playhouse District Association
Phone: (626) 744-0340
Brian@playhousedistrict.org

D. RELEVANT EXPERIENCE WITH ELECTED OFFICIALS

As detailed in this proposal, a significant proportion of EPS's work occurs at the nexus between the public and private sectors in addressing complex real estate development, redevelopment, financing, and land use policy issues. In particular, EPS has built a substantial portfolio of project experience assisting public agencies in planning, soliciting, and negotiating for the development of catalytic projects, frequently involving mixes of uses (vertical or horizontal), affordable housing, various community benefits, and the investment of public resources (money and/or property). In most cases, these projects involve significant community engagement, intensive negotiations between public agency staff and the selected developer partner, and ultimately buy-in and approval by elected officials.

EPS works directly with elected officials in a variety of capacities and formats. We regularly provide public presentations as part of both City Council meetings and other planning sessions. In addition, EPS often participates in "closed session" proceedings designed to disclose the results of confidential or proprietary information or support negotiation efforts. Finally, we often find it most effective to collaborate with elected officials in a more informal basis, answering questions and formulating strategic approaches to addressing policy objectives that will later be hashed out as part of a public process (of course, such meetings are subject to Brown Act limitations).

Given the high-profile nature of public-private partnerships that involve real estate development, EPS understands the importance of crafting an effective process that addresses both policy goals as well as objectives related to transparency, financial strategy, and institutional, regulatory, and political considerations. While every site and circumstances are unique, from our experience and understanding of this engagement, we have formulated the following expectations regarding key issues EPS will face as it works directly and collaboratively with the City and its elected officials:

- **Recognize the policy context and priorities.** We recognize that in addition to maximizing project return, public-private development projects must address a variety of other considerations, including community and fiscal benefits, affordable housing, positive economic synergies (e.g., job creation, revitalization), among others. To this end, EPS will work with the City's staff and Ad Hoc Committee early in the process to vet the key policy priorities and frame the 'universe' of likely development outcomes.
- **Develop thorough understanding of project economics.** Successful public-private development and associated community benefit programs require a strong foundation in fundamental economic feasibility analysis. Consequently, EPS will also start this effort with a focused assessment of key market and financial parameters governing the development opportunities being considered.

- **Provide effective, timely, and well documented deliverables:** Given the variety of consulting services and technical analysis associated with these types of engagements, it will be important to customize deliverables that match the core issues and specific circumstances under consideration. In addition to clear and concise deliverables, we have found that thorough documentation and transparency is critical to achieving consensus and successful outcomes. All assumptions and calculations should be clearly sourced, easily replicable, and prepared in a user-friendly format.
- **Effectively address legal, proprietary, and other fiduciary considerations:** Successful public-private partnerships also require carefully balancing the benefits of an open and transparent process with the need for a strategic approach to financial negotiations. In some cases, due to the proprietary nature of certain information and deliberations, it may be necessary to address certain issues in “closed session” format. Such efforts also require careful consideration of the regulatory and legal factors governing such interactions, including Brown Act requirements.
- **Design an effective developer solicitation and negotiation process.** In the most successful public-private partnerships, various parties must work together for the majority of the time to design a project that achieves social and environmental objectives while remaining feasible and attractive for investors (including potential public resources). EPS has found that a “road map” approach to organizing developer outreach and negotiation can greatly facilitate the overall process, particularly when numerous sites are under consideration. The solicitation process and documents will need to systematically balance a variety of criteria, recognizing that projects inevitably evolve from conception through completion, and aim to identify developer partners with the experience and financial wherewithal to complete a high-quality project.

E. STATEMENT OF COSTS AND HOURLY RATES

We understand that this engagement will likely involve a range of services and deliverables, ranging from high-level meetings and presentations to more focused technical analysis of particular issues that arise. Given the level of uncertainty in terms of the scale and nature of individual assignments, EPS anticipates developing a detailed Scope of Work and budget based on a Task Order format. Each Task Order will describe the specific budget assumptions (e.g. number of meetings, schedule, specific deliverables, staffing, travel and other direct costs, etc.) associated with the work to be completed. We have found that this structure helps manage costs, ensures accountability, and aligns expectations.

EPS charges for work on an hourly basis for time actually spent up to a not-to-exceed amount stipulated in each Task Order. Additional tasks requested by the City, including updates to the EPS deliverables, meetings and presentations, and ongoing strategic and technical support, are generally initiated pursuant to a scope and budget amendment executed in advance of work. The hourly rates of our staff are shown in **Exhibit 2**. Expenses for data, report production, and other project related items are billed at cost, without mark-up. EPS generally submits detailed invoices on a monthly basis.

Exhibit 2 EPS 2018 Hourly Billing Rate

Managing Principal	\$275–\$315
Senior Principal	\$315
Principal	\$255
Executive/Senior Vice President	\$235
Vice President	\$215
Senior Technical Associate	\$215
Senior Associate	\$195
Associate	\$160
Research Analyst II	\$135
Research Analyst I	\$90
Production and Administrative Staff	\$90

Billing rates updated annually.

APPENDIX A

Staff Résumés





Jason Moody

Managing Principal



Education

Master of Public Policy,
University of California,
Berkeley, 1995

Bachelor of Arts in
Economics, University of
California, Santa Cruz, 1988

Previous Employment

Budget Analyst for City of San
Francisco (1995)

Research Analyst, Fisher
Center for Real Estate and
Urban Economics (1994–5)

Business Analyst, Port
Authority of New York/New
Jersey (1994)

Print Media Journalist, States
News Service, Washington,
DC (1989–1992)

Affiliations

International Downtown
Association

San Francisco Planning and
Urban Research Association

International Economic
Development Council

Publications / Presentations

"Town Centers: Typologies and
Policy Directions," Bay Area
Planning Directors Association
(BAPDA), Spring 2017 Meeting

"Building Livable Communities
with Transit: Making the Case
with Data," Rail-Volution 2016
Annual Conference

"Innovation Districts," 2016
National APA Conference

"Urban-Suburbia," Urban Land,
October 2008.

"Transit Joint Development," with
Bruce Appleyard, Urban Land,
August 2007.

"The Town and Gown," Economic
Development Journal, Fall 2004.
"Spontaneous Research Districts,"
Association of University Related
Research Parks conference paper.

ABOUT

As a Managing Principal at EPS, Jason has worked at the firm for over 20 years and has been instrumental in building the firm's presence in Southern California. He has extensive professional experience in the areas of real estate market and financial analysis, socio-economic forecasting, and reuse and revitalization. He regularly works for both public and private sector clients, focusing on the feasibility and economic implications of individual projects as well as development and provision of public services and infrastructure in larger areas, including neighborhoods, cities, and central business districts.

SELECTED PROJECT MANAGEMENT EXPERIENCE

Honor Ranch Site Programming

EPS is serving as the lead economist on a multi-disciplinary team retained by LA County to develop a mixed-use land use program for this 200-acre site just north of Santa Clarita and along I-5.

Pasadena Playhouse District Opportunity Site Analysis

EPS is assisting the Pasadena Playhouse District evaluate market, development feasibility, and implementation strategies for two existing publicly owned surface parking lot sites with the goal of catalyzing the economic vibrancy of this mixed-use district.

El Cerrito BART Station Replacement Parking Development Options

EPS evaluated the development feasibility of converting existing surface parking lots owned by BART into high-density development with structured parking in El Cerrito, California.

Santa Monica Cinema Developer Negotiations Support

EPS assisted the City in negotiations with a prestigious cinema operator to construct a new, 14-screen facility on a City-owned parking facility in the pedestrian shopping district.

Dublin BART Joint Development Feasibility Analysis

Jason and EPS were retained by the Bay Area Rapid Transit (BART) to assess the financial feasibility of developing a new station in Dublin using revenues generated by joint development on BART land.

LA Metro Chatsworth Station TOD

Jason and EPS worked with the Los Angeles Metro to evaluate the market prospects and feasibility associated with development on a surface parking lot serving the Chatsworth station.

Duarte Town Center Revitalization Strategy and Gold Line TOD

Jason served as the lead economist for a multi-disciplinary team retained by the City of Duarte to evaluate revitalization strategies for their commercial and civic core along Huntington Drive and walkable to a new Gold Line station. As a separate effort, Jason evaluated TOD opportunities in conjunction with the planned opening of the Duarte/City of Hope Gold Line Metro station.

SELECTED PROJECT MANAGEMENT EXPERIENCE

Development Feasibility for Culver City TOD

The Southern California Association of Governments retained EPS to assist this up-scale L.A. suburb evaluate development feasibility of higher-density projects near the future Exposition Light Rail transit station line. Among other sites, the analysis focused on several surface parking lot sites.

Development Framework for Portland "Old Town"

Working for the Portland Development Commission, EPS evaluated the economic and financial implications of various revitalization strategies and redevelopment programs for a historic neighborhood in downtown Portland adjacent to a light rail station. The analysis focused project economics at several existing surface parking lots.

Pleasant Hill Redevelopment Agency Financial Negotiations

EPS assisted the developer negotiate the terms and conditions associated with a land transfer and development agreement for a high density residential project on property owned by the City of Pleasant Hill.

San Bruno Hotel Negotiations

EPS represented the City San Bruno in negotiating the terms and conditions for a public-private partnership to develop a business service-oriented hotel on a City-owned site located near BART, retail, and a major office park.

Financial Negotiation Support for Daly City Mixed-Use Project

EPS assisted the developer of a 200 unit mixed-used condo project adjacent to BART negotiate the financial terms and conditions for a Development Agreement with the City.

Downtown Walnut Creek Precise Plan

Working for the City of Walnut Creek, EPS evaluated the market and financial feasibility of various mixed-used redevelopment options for a two-block area in the Downtown with the goal of optimizing the project to ensure development feasibility consistent with the City's urban design goals.

Coliseum BART Station Affordable Housing P3 Support:

EPS assisted the Bay Area Rapid Transit (BART) and the City of Oakland successfully negotiate the terms and conditions of an affordable housing project located on BART owned property.

Financial Negotiation Support for UCSF Mission Bay Project

EPS was retained by the University of California San Francisco (UCSF) to help negotiation the financial terms and conditions associated with the acquisition and development of property located in the Mission Bay neighborhood. The analysis focused on PILOT obligations to the City.

Development Framework for Portland "Old Town"

Working for the Portland Development Commission, EPS evaluated the economic and financial implications of various revitalization strategies and redevelopment programs for a historic neighborhood in downtown Portland adjacent to a light rail station. The analysis focused project economics at several catalytic sites.



Darin Smith

Managing Principal



Education

Master of City Planning,
University of Pennsylvania,
1997.

Bachelor of Arts in
Psychology, University of
Pennsylvania, 1993.

Previous Employment

Real Estate and Urban
Planning Consultant, ZHA,
Inc., Annapolis MD (1997-
2000)

Retail Site Selection
Consultant, Pep Boys, Inc.,
Philadelphia, PA (1996-1997)

Honors + Awards

Congress for the New
Urbanism "Award of
Excellence" 2001 – Robert
Mueller Municipal Airport
Reuse Plan, Austin TX

FTA/FHWA/APA
"Transportation Planning
Excellence Award" 2004 –
Valley Metro Rail Station
Development Opportunities
and Strategies, Phoenix, AZ

California APA "Award of Merit
for Planning Implementation"
2002 – Sonoma County
Housing Element, Sonoma
County, CA

California AIA and APA
"Ahwahnee Award of Honor"
2002 – Hayward Cannery
Area Design Plan

Panelist – Rail~volution
National Conference, 2007,
2008, 2010, 2012, 2016,
2017

Panelist – Urban Land
Institute San Francisco Bay
Area Transit-Oriented
Development Opportunities,
2007, 2008, 2010

ABOUT

Darin Smith is a real estate economist with broad experience providing strategic advice to public and private clients on the economic and financial dimensions of land use and real estate development. He has particular expertise in complex, large scale urban reuse and redevelopment projects, and in the negotiation of public/private development and financing agreements. Darin has also helped numerous clients to evaluate and optimize opportunities for transit-oriented development, as well as creating strategies and policies to promote the creation of affordable housing.

SELECTED PROJECT MANAGEMENT EXPERIENCE

Travis County North Campus Development, Austin TX

For Travis County, EPS evaluated market opportunities and financial feasibility for a mixed-use development project involving County offices and affordable housing, and has assisted in the County's solicitation, selection, and negotiations with a preferred developer partner.

BART Joint Development Projects, Bay Area, CA

For the Bay Area Rapid Transit District, EPS provided market and feasibility analysis, land value estimations, preparation of solicitation documents, review of developer qualifications and proposals, and negotiation support for business terms for public/private and public/public deals. EPS has performed these services on multiple sites throughout BART's property portfolio.

VTA Joint Development Negotiations, San Jose, CA

For the Santa Clara Valley Transportation Authority, EPS provided assistance in preparing solicitation documents, evaluating development proposals, recommending preferred developers, and negotiating business terms for development documents. EPS has performed these services on multiple sites throughout VTA's property portfolio.

Hawaii Housing Corporation Development, Kapolei, HI

For the Hawaii Housing Finance and Development Corporation, EPS led a multidisciplinary team to prepare due diligence, prepare RFQ/RFP materials, evaluate developer qualifications and proposals, and negotiate with a selected partner for development on a public parcel.

Mueller Airport Reuse Plan and Negotiations, Austin, TX

For the City of Austin, EPS provided market and feasibility analysis for the reuse plan for the former Austin airport, and assisted in the solicitation and negotiation of a Master Development Agreement, including the creation of innovative financing strategies.

Freeway Cap Park Financing Plans, Los Angeles, CA

EPS explored options to fund the Park 101 and Hollywood Central Park freeway cap projects in Los Angeles, evaluating numerous tools including land disposition, EIFDs and other tax-increment based approaches, value capture approaches, federal funding, and philanthropic contributions.

SELECTED PROJECT MANAGEMENT EXPERIENCE

Green Water Treatment Plant Redevelopment, Austin, TX

For the City of Austin, EPS provided feasibility analysis, financial due diligence, financing strategies, and negotiation support for a master-planned public/private mixed-use redevelopment of a former City water treatment plant property.

Seaholm Redevelopment Plan Negotiations, Austin, TX

For the City of Austin, EPS provided feasibility analysis, financial due diligence, financing strategies, and negotiation support for a master-planned public/private mixed-use redevelopment of a former City power plant property. This effort included assistance in the City's formation of a Tax Increment Reinvestment Zone to benefit the project, as well as revenue-sharing agreements.

Naval Air Station Reuse Plan and Negotiations, Alameda, CA

For the City of Alameda, EPS provided market and feasibility analysis for the reuse plan for the former Navy base, and subsequently assisted in the negotiations between the City, the Navy, and a master developer.

Central Health Medical Campus, Austin, TX

For the Central Health district, EPS evaluated market opportunities, financial feasibility, and projected revenues from alternative reuse scenarios for a closing hospital campus, and prepared solicitation documents for a Master Developer.

Hunters Point Navy Shipyard Negotiations, San Francisco, CA

For Lennar, a private developer selected by the City of San Francisco to redevelop the former Navy shipyard, EPS provided market and financial analysis and strategic support during the successful negotiations of a Disposition and Development Agreement.

Second Street Retail District Partnership, Austin TX

For the City of Austin, EPS has assisted in conducting due diligence to support the ongoing financial relationship between the City and private development entities for the construction and management of commercial space in the buildings flanking City Hall.

Land Use/Transportation Corridor Plan, San Mateo, CA

For the City of San Mateo, EPS conducted market and feasibility analysis and development programming for the redevelopment of transit-adjacent properties along El Camino Real. EPS also assisted the City in the negotiation of a Development Agreement with a proposing developer.

Hollywood Business Improvement District Economic Impact Analysis, Los Angeles, CA

For the organizations operating the two business improvement districts in the Hollywood area, EPS provided analysis of the changes in development and real estate performance, sales and other revenue generation, and quality of life conditions that have occurred since adoption and reauthorization of the BIDs.

Transbay Center District Financing Plan, San Francisco, CA

For the City of San Francisco, EPS created a "value capture" financing strategy to generate funding for planned infrastructure from new station area development.

Denver RTD Ground Lease Negotiations, Denver, CO

For the Regional Transit District, EPS evaluated a developer's proposals to renew, amend, or buy-out a ground lease for an existing downtown office tower.

Dripping Springs Town Center Public Private Partnership Advisory Services, Dripping Springs, TX

EPS is evaluating the physical, financing, and phasing requirements and opportunities for a Town Center project involving space for a new City Hall, the school district, library district, and county offices as well as private commercial opportunities, and will be recommending an implementation approach that combines various public entity resources with those of the private development industry.

Department of Hawaiian Home Lands TOD Developer Solicitation, Kapolei, HI

For the Department of Hawaiian Home Lands, EPS is preparing a public-private solicitation approach and supporting documents to attract a developer partner to construct special purpose housing, commercial space, and community amenities.



Frank Refuerzo

Associate



Education

Master in Real Estate,
Harvard University, 2015

Master in Urban Planning,
Harvard University, 2015

Bachelor of Arts in History,
University of California,
Los Angeles, 2010

Previous Employment

Urban Planning Instructor,
Harvard University, 2015

Real Estate Intern, Beijing
Capital Land, Beijing, China,
2014

Research Assistant,
Sustainable Exuma Lab,
Harvard University,
2013-2014

Urban Planning Intern, Urban
Planning and Design Institute
of Shenzhen, Shenzhen,
China, 2013

Creative Assistant,
TBWA\Media Arts Lab,
2010-2012

Affiliations

Urban Land Institute (ULI)

American Planning
Association (APA)

Association of American
Geographers (AAG)

ABOUT

Frank Refuerzo brings experience in real estate finance, development feasibility analysis, and urban economics. As an urban planner, Frank has worked on community and economic development projects, as well as physical planning and urban design projects. He is particularly interested in innovative financing mechanisms, urban infill and reuse projects, art and culture as urban catalysts, and leveraging private development for public benefit.

SELECTED PROJECTS

Honor Ranch Highest and Best Use Analysis and Pre-Development Support

Honor Ranch is a 200-acre site in the Santa Clarita Valley of Southern California. Los Angeles County retained EPS to evaluate the development potential of the County-owned site. EPS conducted market research and performed an industry sector analysis to assess the market opportunities for a range of potential supportable land uses for Honor Ranch. EPS tested development feasibility using a residual land value analysis and estimated the direct economic and fiscal impacts of several development options so that policymakers could make a more informed decision on the optimal path forward. EPS is currently assisting the County in its developer solicitation process as it seeks to bring new economic opportunities to Honor Ranch.

Great Wolf Resorts Negotiation Support

EPS analyzed the tax incentive package proposed by the developer team, evaluating future payouts relative to the projected stream of source funds and estimating the overall package value to the City and the developer. As part of the analysis EPS estimated the net fiscal impact of the project, incorporating relevant tax revenues, incentives, and municipal services costs. Completed tasks also included calculation of economic impacts of construction and operations as well as providing technical and negotiation support to the City as it contemplated various deal structures.

Village at Squaw Valley Resort Expansion Alternatives Economic Analysis

Squaw Valley is one of the premier skiing areas in the US, most famous as the site of the 1960 Winter Olympics. EPS was retained to analyze Squaw Valley's proposed 1.8 million square foot expansion that would add 850 residential/hotel units and new amenities as it pursued to reclaim its position as a world-class resort destination. EPS reviewed available evidence to determine the economic plausibility of the project and its alternatives. Central to this analysis was the systematic review and testing of discounted cash flow analyses of the project alternatives. EPS also estimated the expansion's fiscal and economic impacts.

Placer County Government Center Redevelopment

Placer County retained EPS to conduct a market analysis for selected land uses to help inform the proposed Placer County Government Center Master Plan Update (PCGC MPU) and its land use options. EPS initiated market profiles for development prospects for the PCGC for retail, medical office, lodging, and multifamily residential uses. EPS prepared pro forma models for each land use and conducted interviews with real estate brokers familiar with North Auburn. EPS also prepared a retail gap analysis to identify retail opportunities in the Auburn area. Although the PCGC MPU focuses on creating a campus for government uses, the additions of open space, community amenities, and proposed mix of nongovernmental land uses present the potential to create a town center that is missing in the North Auburn area.



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

ADVISORS IN:

Real Estate
Redevelopment
Affordable Housing
Economic Development

July 16, 2018

SAN FRANCISCO

A. Jerry Keyser
Timothy C. Kelly
Debbie M. Kern
David Doezeema

Timothy Hou

Director of Community Development

City of San Fernando

117 North MacNeil Street

San Fernando, CA 91340

LOS ANGELES

Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey

RE: Request for Qualifications – On-Call Real Estate and Negotiation Advisory Services

SAN DIEGO

Paul C. Marra

Dear Mr. Hou:

Keyser Marston Associates, Inc. (KMA) is pleased to submit its qualifications to provide on-call real estate negotiation services to the City of San Fernando (City) in response to the City's request for qualifications from firms with expertise in this area. Since 1973, KMA has provided a full range of real estate advisory services to public and private sector participants in real estate development. We understand the City is seeking interested consultants to serve as its real estate advisor to provide "on call" professional real estate advisory and negotiating services and to specifically interact with and assist the City's Ad Hoc Committee.

It is our experience that the negotiation work is likely to include a broader range of services which may include, but not be limited to, the following areas:

- Economic Analysis – to include market and demographic research, analysis, and assessments of local and regional industries and economic trends
- Real Estate Analysis – to include financial feasibility analysis for development concepts and land use plans for commercial, industrial, public and residential projects, including both market rate and affordable housing

Timothy Hou
City of San Fernando

July 16, 2018
Page 2

- Asset and Fiscal Advisory Services – to include a range of advisory services including assistance in transaction structuring and methods of disposition; fiscal impact and economic benefit analyses of investments and proposed developments.

The attached Statement of Qualifications presents the range of services and expertise that KMA can provide to the City. For purposes of both the response to the Request for Proposals and as Principal-in-Charge of this assignment, the firm's primary contact will be:

James Rabe
Senior Principal
Keyser Marston Associates, Inc.
500 South Grand Avenue, Suite 1480
Los Angeles, California 90071
Telephone: (213) 622-8095
Fax: (213) 622-5204
Email: jrabe@keysermarston.com

We look forward to the opportunity to assist the City in the future. If you require any additional information, please do not hesitate to contact us.

Sincerely,
Keyser Marston Associates, Inc.



James Rabe, CRE
Senior Principal



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

ADVISORS IN:

Real Estate
Redevelopment
Affordable Housing
Economic Development

SAN FRANCISCO

A. Jerry Keyser
Timothy C. Kelly
Debbie M. Kern
David Doezenia

STATEMENT OF QUALIFICATIONS

LOS ANGELES

Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey

REAL ESTATE AND NEGOTIATION ADVISORY SERVICES

SAN DIEGO

Paul C. Marra

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

SECTION 1 STATEMENT OF QUALIFICATIONS

Firm Description.....	02
Professional Experience	03

SECTION 2 KEY PERSONNEL & PAST PROJECTS

Personnel.....	06
Relevant Projects	08
Fee Schedule.....	13

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

ORGANIZATIONAL BACKGROUND

Firm Introduction & Summary

Keyser Marston Associates, Inc. (KMA) is a boutique real estate advisory firm. Founded in 1973, the firm has served over 600 clients on more than 2,000 projects, including some of the most high-profile public/private partnerships in California. The firm's public-sector clients include nearly every major municipality in California, as well as counties, ports, special districts, universities, and former military bases. While we are best known for our role as advisors to public sector and institutional clients, we also have an extensive private sector practice, which primarily serves corporations, law firms, and landowners. We have office locations in Los Angeles, San Francisco and San Diego.

After more than 45 years, KMA has held the same commitment to clients: to provide creative pragmatic solutions to complex urban development. Our practice areas include:

- Public-private real estate transactions
- Fiscal and economic impacts
- Transit-oriented neighborhoods
- Public benefits and entitlements
- Affordable and inclusionary housing
- Economic development

We approach all our assignments from a reality-based perspective. Our objective is to provide decision-makers with sound advice supported by strong technical analysis of all economic factors that impact success, including:

- Market conditions
- Financial investments requirements
- Community needs and benefits
- Development issues

KMA's unique strength is the depth, continuity and availability of our principals who average more than twenty years of practical experience in working with business and government. Their personal involvement is a key factor in the firm's ongoing success. Their knowledge and expertise bring clarity to the complexities of real estate development. It also allows them to clearly speak on complex projects to senior management and at executive sessions and public meetings. KMA's principals are frequent speakers to such industry groups as the Urban Land Institute and the California League of Cities. They have also served on policy-advisory committees for the State Legislature and Governor on issues such as affordable housing, economic development and military base reuse. For more information about KMA, please visit our website at www.keysermarston.com.

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

Characteristics of KMA

The increased complexities of real estate transactions demand a strong technical understanding of market opportunities and constraints. KMA can provide services that are grounded in a fundamental understanding of regional real estate markets, valuations and investment financing. Unique characteristics possessed by KMA include:

Experience

KMA has over 45 years of experience assisting clients throughout the West in real estate market and evaluation services; negotiation services; structuring public/private transactions; and project implementation services.

Cost Effectiveness

KMA is able to be cost effective for our clients given our ability to provide comprehensive services relating to market and financial feasibility, economic analysis, direct implementation experience and public finance without the need for multiple consultants.

Commitment

KMA offers the commitment of principals who are recognized leaders in real estate advisory services throughout California. The philosophy and structure of KMA results in clients having maximum direct contact with the firm's principals.

PROFESSIONAL EXPERIENCE

Real Estate Services

KMA is known for its full range of real estate services to its public-sector clients. One of KMA's strengths is the use of market demand analyses together with economic analyses to evaluate the financial feasibility of a wide range of projects. These analyses are typically utilized to assist clients in understanding the financial proposals presented by private sector developers, and then identifying and quantifying the amount and source of supportable public investment in such projects. KMA provides comprehensive disposition advisory services to help clients achieve their real estate objectives. For many clients, KMA takes an active role in the negotiation process which has led to hundreds of Disposition and Development, and Owner Participation Agreements. KMA's services include the review of work products submitted by other consultants, when appropriate. A description of KMA's extensive real estate advisory practice is provided below:

Public Private Partnerships (P3)

Public-private partnerships (P3) are collaborations between public agencies and private businesses to plan and execute development projects. KMA has long been a pioneer in structuring creative

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

P3s, specializing in the evaluation and negotiation of transactions that achieve the goals and objectives of both the public sector and the private development partner. We strive to create successful P3s that will ultimately enhance communities and provide public benefits, take advantage of public financing opportunities, provide a fair return for publicly-owned properties, capitalize on the value that the private sector can offer to the transaction, and are financially feasible.

A successful partnership includes roles for both the public sector and private development partners. Our real-world experience enables us to provide a variety of services relating to P3s. Our services include:

- Public Benefit Analyses
- Transit-Oriented Developments
- Market Feasibility Analyses
- Developer Selection
- Public Private Financing Plans
- Financial Feasibility Analyses
- Business Terms Negotiations
- Ground Lease Negotiations

Asset Management

Public and private entities frequently find it advantageous to retain professionals with real estate expertise to help formulate asset management strategies in order to maximize the value of their assets. KMA has significant expertise in this area.

KMA works with its clients and their team to evaluate medium-term and long-term occupancy and business needs, real estate consolidation or expansion, identification of surplus properties and highest and best use analyses. For surplus properties KMA evaluates lease versus sell options and facilitates the disposition process.

In our capacity as a real estate advisor, KMA provides strategic financial advisory services including real estate valuation, financing alternatives and implementation, and structuring innovative public private partnerships (P3) to achieve revenue and community development objectives. The following is a list of our services:

- Developer Solicitation & Selection
- Public Private Partnerships (P3)
- Financial Feasibility Analyses
- Development Agreements
- Business Terms Negotiations
- Market Analyses
- Ground Lease Negotiations

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

Value Capture and Public Benefits

For well over a decade, KMA has been actively advising clients on the establishment of successful public benefit zoning programs. These programs provide developers with increases in density, height, floor area ratio, etc. in return for providing community benefits that mitigate the impacts created by the intensified zoning. KMA also assists clients in creating programs that allow for changes in use in return for offsetting community benefits. We understand that the key to creating a successful public benefit zoning plan is to provide sufficient balance among planning policies, the community's desires, the value to the landowner, and the impact on the development economics created by the community benefit requirements and the enhanced zoning benefits.

KMA evaluates applications submitted by developers to use established public benefit zoning programs. The KMA financial evaluations compare the value enhancement created by the increased development potential to the costs associated with providing the desired array of community benefits. KMA also provides these services in communities that do not have an established public benefits zoning program, but that wish to provide these benefits in the form of a Development Agreement that imposes public benefits requirements to mitigate the project's impact.

KMA assists clients in structuring Development Agreements for multi-phased projects and projects with protracted development schedules. In these cases, KMA evaluates the fiscal benefits anticipated to be generated by the proposed project and assists the client in structuring revenue capture payments that are triggered if the project is not developed within the agreed upon time period. The following is a list of our services:

- Incentive Zoning Analysis
- Creation of Community Benefits Packages
- Density Bonus Transaction Structuring
- Economic & Fiscal Impact Analyses
- Development Agreement Negotiations

KEY PERSONNEL

Advisory services will be provided and/or directed by Senior Principals James Rabe or Kevin Engstrom. Their resumes are provided on the following pages.

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

James A. Rabe | Senior Principal, Los Angeles Office



Mr. Rabe is a Senior Principal in Keyser Marston's Los Angeles office. For more than 35 years he has provided public and private clients with real estate and financial expertise.

Mr. Rabe assists clients in public/private real estate and economic development activities from Keyser Marston's Los Angeles office. He provides public and private sector clients with services in the following areas: public finance, specific plan feasibility, fiscal impact, financial modeling, developer selection, asset management, ground leasing and deal structuring and transaction negotiation.

Public/Private Development Specialist

Recognized as an expert in real estate advisory services, Mr. Rabe specializes in public/private transactions. Examples include the acquisition of Los Angeles Union Station, master development ground lease at El Toro, redevelopment of the Rialto airport into Rialto Renaissance, Grand Avenue project, Marina del Rey redevelopment, the revitalization of downtown Anaheim and numerous transit-oriented joint development projects.

He has assisted public and private clients in the analysis and implementation of residential, commercial, industrial, office, hotel, and mixed-use projects, and master plan developments in California, Arizona and Nevada.

Additional Areas of Specialization

Mr. Rabe has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies, including project planning, Requests for Proposals and Qualifications, and developer selection. He has worked with planning consultants to develop feasible specific plans. He has also served as financial advisor, special tax consultant and developer's advisor for bond issues in California.

Professional Credentials

Mr. Rabe is a member of the Counselors of Real Estate (CRE). He is a board member of the California Academy for Economic Development (CAED) and a past board member of the California Association for Local Economic Development (CALED), a member of the Urban Land Institute (ULI) and the Downtown Los Angeles Breakfast Club. He served as President of the Verdugo Hills Boy Scout Council and as a Resource Professional and Professional Advisory Panel member for ULI, CRE, CALED and the California Redevelopment Association. Mr. Rabe has been a lecturer at the University of Southern California, School of Planning and Policy Development. Mr. Rabe has also served as a guest lecturer at the University of California, Los Angeles School of Architecture and Urban Planning.

Mr. Rabe earned his master of arts in economics from the University of Southern California, and his bachelor of arts with honors in economics from the University of California, San Diego.

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

Kevin Engstrom | Senior Principal, Fullerton Office



Kevin Engstrom is a Senior Principal in the Fullerton office of Keyser Marston. For 20 years he has provided public and private clients with real estate and financial expertise.

Mr. Engstrom has provided public and private clients with real estate and financial expertise, including: market and financial feasibility studies, fiscal impact analyses, economic revitalization consulting, financial modeling, developer selection and disposition consulting.

Market and Feasibility Studies

During his tenure at Keyser Marston, Mr. Engstrom has conducted market and feasibility studies for cities throughout Orange, Los Angeles, Riverside, San Bernardino, Ventura and Fresno counties. This includes assessing current market conditions; projecting future demand for residential, retail, office, industrial and hotel development; testing the financial feasibility of prototypical projects; preparing fiscal impact projections; and creating implementation strategies. Projects have included general plan updates, specific plans, master plans, corridor studies, economic development strategies and highest and best use analyses.

Disposition Consulting

In addition, Mr. Engstrom has consulted in all areas of the disposition process for surplus properties for public agencies. His experience includes project planning, preparing and evaluating Requests for Proposals and Qualifications, developer selection, negotiation support, fiscal analyses and financial feasibility analyses for cities throughout the State, including Los Angeles, Anaheim, Brea, Glendale, Long Beach, Poway, Pasadena, Redondo Beach, Rancho Mirage, San Juan Capistrano and Monterey Park.

Market and Financial Services for Hotel Projects

Mr. Engstrom has provided consulting services for over 75 hotel projects throughout California, including the Olympic North Hotels, Beverly Hills Montage, Huntington Beach Grand Hyatt, Anaheim Doubletree and the Glendale Embassy Suites. The analyses include, market assessments, financial feasibility analyses, public revenue projections, reviewing EB-5 financing strategies and developing financial assistance programs.

Professional Credentials

For over five years, Mr. Engstrom instructed the Basic Pro and Advanced Pro Forma Class at the CRA's Redevelopment Institute in Southern California. He has also taught a Real Estate Finance and Development Pro Forma class at the American Planning Association – California Chapter Annual Conference, and served as an instructor at California State University Fullerton in the Geography department. Mr. Engstrom earned his master of arts from the University of Arizona and his bachelor of arts from Villanova University.

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

RELEVANT PROJECTS

KMA is currently engaged in two projects that currently involve city council Ad Hoc Committees in the cities of Placentia and Santa Fe Springs. KMA and city staff briefed the Ad Hoc Committee on progress of the RFP and ENA process and will brief them on ongoing negotiations. It is not anticipated that the Ad Hoc Committee members will participate in negotiations.

Examples of KMA long standing relationships with clients for whom KMA provides similar services are presented below.

County of Los Angeles – Department of Beaches and Harbors

KMA provides ongoing assistance to Los Angeles County on asset management issues and ground lease negotiations for the County's property ownership in Marina del Rey. The land and water oriented projects in Marina del Rey were developed on ground leased County-owned land. The properties consist of apartments, marinas, retail, hotels and marine-commercial retail projects. Developed in the 1960s, the properties in Marina del Rey have been undergoing redevelopment and repositioning in recent years. KMA activities include:

- Evaluation of alternative development potential for various parcels in the Marina;
- Estimation of ground lease revenues and public revenues from alternative development scenarios for landside and water development;
- Assistance in preparation of Requests for Proposals, evaluation of proposals and selection of developers;
- Evaluation of lessee requests for lease extensions to ensure that the County is receiving fair market value;
- Assistance in lease negotiations; and
- Briefing County management and Board of Supervisors.

KMA has continuously represented the County for over 20 years.

Mr. Gary Jones

Director

Department of Beaches & Harbors

County of Los Angeles

13837 Fiji Way

Marina del Rey, California 90292

310-574-6787

gjones@bh.lacounty.gov

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

County of Orange – Chief Executive Office – Real Estate

KMA provides ongoing real estate and negotiation assistance to the County on a variety of real estate topics and projects ranging from lease versus buy versus build for County-used space, market, financial and feasibility analyses, property disposition, developer selection and negotiation for long term ground leases.

KMA has worked with the County to evaluate the redevelopment and repositioning potential of Dana Point Harbor to determine cost effective ways to implement the redevelopment. KMA assisted the County in its efforts to select the new development entity to redevelop and revitalize Dana Point Harbor. The County has completed the RFQ and RFP process and the development and lease agreements are awaiting Board approval.

KMA is also working with County staff to (1) identify other properties for disposition either by sale or lease and (2) select developers to generate general fund revenue to facilitate development of County facilities.

Thomas “Mat” Miller

Chief Real Estate Officer
Chief Executive Office – Real Estate
County of Orange
Hall of Administration
333 West Santa Ana Boulevard, 3rd
Floor
Santa Ana, California 92701
714-834-6019
thomas.miller@ocgov.com

City of Los Angeles – Hotel Development Assistance

KMA’s role included public / private pro forma and feasibility analyses, public financing strategy analysis, development agreement negotiations and documentation, public benefit analysis, etc. for the Wilshire Grand, Olympic Corridor, Metropolis and Lightstone projects.

The Wilshire Grand is a mixed-use project consisting of office, hotel and retail components. The Olympic Corridors project consists of a 192-room Marriott Courtyard and a 200-room Marriott Residence Inn in a single tower along with ancillary restaurant, retail and office space. The Metropolis project is a multi-phased project consisting of hotel and residential uses. The Lightstone project consists of three select service hotels in two high rise towers. KMA worked with the City to evaluate the need for assistance and to structure and negotiate a public-private partnership which included providing assistance for each of these projects. For each analysis, KMA prepared pro forma and public revenue analyses for the hotel.

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

John Wickham

Analyst

Chief Legislative Analyst

City of Los Angeles

200 North Spring Street, Suite 255

Los Angeles, California 90012

(213) 478-5738

john.wickham@lacity.org

City of Anaheim – Entertainment, Hotel, Housing and Commercial Projects

KMA has represented the City as an economic and real estate advisor for a wide variety of projects including hotel and retail development, as well as affordable housing projects and strategies since the late 1970s.

KMA provides ongoing advisory services to the City on a variety of real estate projects ranging from theme parks and one-of-a-kind entertainment venues to industrial, commercial, hotel and residential projects. KMA provides a multitude of real estate services to the City, including market evaluation and financial feasibility analyses for a variety of land uses. A small sample of recent projects in which KMA assisted the City of Anaheim include the preparation of a community based specific plan for the West Anaheim area, the Gardenwalk, JW Marriott Hotel, the Anaheim Doubletree Hotel, the Packing House Redevelopment and Residential Project, Downtown Anaheim and the ARTIC station.

For these projects, KMA reviewed the projected development costs, operating costs, evaluated the operating parameters and assisted the City throughout the negotiation process for the subject properties. KMA acted as the principal real estate advisor to City of Anaheim, helping to structure public-private partnerships which included providing financial assistance to the projects.

John Woodhead

Executive Director

Anaheim Community Development Department

201 South Anaheim Boulevard, 10th Floor

Anaheim, California 92805

(714) 765-4301

jwoodhead@anaheim.net

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

City of Long Beach and Long Beach Housing Authority

KMA provides ongoing assistance to the City on a variety of real estate projects ranging from large scale retail entertainment projects, repositioning of retail centers, industrial and marina ground leases, housing projects and housing strategies. KMA served as the real estate member of the negotiating team for the development of the Pike retail project at Queensway Bay. The Pike was developed by Oliver McMillan and Developer Diversified Realty. The development is on a State Tidelands lease and development assistance was provided through a public financing of the parking structure.

The City also has a large holding of leased properties in the Tidelands, Alamitos Bay, around Long Beach Airport and at other locations in the City. KMA works with the Economic & Property Development Department to evaluate the leases, participate in the rent renegotiation process and evaluate lease extension requests. Projects are as diverse as office building complexes, industrial buildings, flight operation buildings, yacht clubs, marine service yards as well as retail, restaurant and hotel projects (e.g. Kilroy Airport Center, Maya Hotel, Shoreline Gateway, Wrigley Marketplace and Alamitos Bay).

Sergio Ramirez

Deputy Director

Economic & Property Development Department

City of Long Beach

333 West Ocean Boulevard 3rd Floor

Long Beach, California 90802

(562) 570-6129

sergio.ramirez@longbeach.gov

Metropolitan Transportation Authority

In support of the Metropolitan Transportation Authority (Metro), KMA provides asset evaluation and disposition services. Metro is seeking to facilitate development adjacent to their station sites utilizing surplus station property and adjacent Metro properties in conjunction with privately owned property. In support of this objective, KMA's recent assignments include the renegotiation of the financing agreements at Grand Central Market to facilitate its repositioning, redevelopment and ultimately allowing for the sale of the property and an evaluation of the development potential of Metro properties around Union Station to form the basis for a potential financing district to fund needed upgrades at Union Station.

KMA also assists Metro's transit oriented development program in the following areas:

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

- Request for Qualifications and Request for Proposals
- Review and evaluation of developer proposals
- Review and evaluation of developer qualifications
- Evaluation of proposed land uses
- Negotiation of ground lease or sale disposition term

KMA has continuously represented the Metro and its predecessor the Los Angeles County Transportation Commission for City for over 25 years.

Greg Angelo

Manager of New Business Development
Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-25-5
Los Angeles, California 90012-2952
(213) 922-3815
angelog@metro.net

Request for Qualifications for Real Estate and Negotiation Advisory Services

July 16, 2018

KEYSER MARSTON ASSOCIATES FEE SCHEDULE

CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.



Prepared For CITY OF SAN FERNANDO

July 16, 2018

Proposal for Professional Consulting Services to Support Real Estate Negotiations



Real Estate
Finance/Economics
Development
Entitlements

Prepared By
Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266
(424) 297-1070

TABLE OF CONTENTS

COVER LETTER	PAGE 3 - 4
SECTION A. FIRM CONTACT INFO & QUALIFICATIONS	PAGE 5 - 6
SECTION B. LEAD TEAM MEMBERS	PAGE 7 - 11
SECTION C. RELEVANT PARKING PROJECTS	PAGE 12 - 13
SECTION D. RELEVANT EXPERIENCE	PAGE 14 - 17
SECTION E. STATEMENT OF COSTS AND HOURLY RATES	PAGE 18
SECTION F. OTHER INFORMATION (References)	PAGE 19 - 20

City of San Fernando ~ “First City of the Valley”

July 16, 2018

Mr. Timothy Hou
Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
thou@sfcity.org

Re: Request for Qualifications (RFQ) for Consulting Services to Support Real Estate Negotiations

Dear Mr. Hou:

Kosmont & Associates, Inc., doing business as Kosmont Companies (Kosmont), is pleased to present our qualifications to the City of San Fernando (Client or City) for Financial Consulting Services to Support the City Council's Ad Hoc Committee with real estate development expertise and negotiation support for Exclusive Negotiation Agreements. The City owns 12 surface parking lots near the Central Business District and wishes to explore redevelopment potential, while preserving City's interests and maximizing economic benefits.

Kosmont Companies, a certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE), is a full service advisory firm that focuses on economic development, real estate, and public finance. Kosmont Realty is a wholly-owned affiliate that is a licensed real estate brokerage firm and Kosmont Transactions Services is a wholly owned registered municipal advisor. Kosmont has a 32-year award-winning track record of working with cities and public agencies on fiscal analyses, economic development strategies and real estate projects. Kosmont has worked with various public and private clients throughout the State, specifically on integrated and project based economic development initiatives.

Our public and private sector experience and expertise in multiple areas, such as economic development strategies, real estate market analyses, highest and best use studies, pro forma due diligence and financial feasibility analyses, structuring options/business terms for land disposition, land management plans, evaluating financing options for public improvements and negotiating public/private partnerships, and assisting in marketing surplus properties, make us the ideal firm to provide the City with the required financial and technical analysis.

Kosmont has experience working closely with numerous City staffs on major development projects and asset management strategies over many years. We have been working with the City of Redondo Beach for over seven years soliciting, evaluating and negotiating development agreements and analyzing public financing options for commercial development on the waterfront. For the City of South Gate, Kosmont analyzed local market conditions, managed a developer RFQ/RFP process, and negotiated an agreement for the ultimate construction of a 400,000 regional retail/entertainment center ("azalea").

What sets Kosmont apart is our hands on experience and a practical perspective and understanding of how fundamental economic factors relate to future project planning, as well as impact investment parameters for both the public and private sectors.

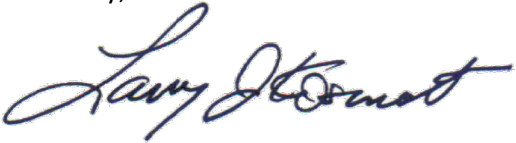
Through our in depth team of experienced real estate, planning, economic and finance professionals, we are fully capable of providing the ad hoc committee with a full range of real estate consulting services that can assist the City in maximizing community benefits. With background in City government, Kosmont professionals pride ourselves in our ability to communicate complex real estate transactions to the City Council and community at large.

If selected, Co-Project Managers will be Kosmont's Executive Vice President, Mr. Ken K. Hira and Senior Consultant, Mr. Tom Jirovsky. Based on the project task assigned, they will be supported by various combinations of the Kosmont staff as appropriate in order to adequately provide services to the Client and stay within budget.

For specific projects that the City requires assistance, Kosmont proposes to submit a scope of work, staffing plan, and hourly budget allocation by professional staff level to complete each task based on Kosmont's public sector hourly rates. The assigned support staff will be selected based on their skills and qualifications to provide the requested services along with their availability to work on the project for the length of the assignment. Key team member resumes found within the proposal illustrate the depth of Kosmont's team along with their individual qualifications.

We look forward to the opportunity to assist the City and are available to discuss our qualifications at your convenience.

Sincerely,



Larry J. Kosmont, CRE®
President & CEO

Co-Project Managers**Mr. Ken K. Hira, Executive Vice President**

Cell Phone: (949) 226-0288

Email Address: khira@kosmont.com

Mr. Tom Jirovsky, Senior Consultant

Cell Phone: (213) 422-4097

Email Address: tjirovsky@kosmont.com

Office Location**Kosmont & Associates, Inc. dba Kosmont Companies**

Physical address: 1230 Rosecrans Ave., Suite 630

Mailing address: 1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

Office Phone: (424) 297-1070

Website: www.kosmont.com

**FIRM CONTACT INFO
& QUALIFICATIONS***Professional Consulting Services
to Support Real Estate Negotiations***Kosmont and Associates, Inc. dba Kosmont Companies**

Physical: 1230 Rosecrans Ave. Suite 630, Manhattan Beach, CA 90266

Mailing: 1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266

(424) 297-1070 | www.kosmont.com

Founded: 1986 (32 Years) - Entity: Corporation

Contact Information for Co-Project Managers**Mr. Ken K. Hira, Executive Vice President**Cell / Email: (949) 226-0288 / khira@kosmont.com**Mr. Tom Jirovsky, Senior Consultant**Cell / Email: (213) 422-4097 / tjirovsky@kosmont.com

Kosmont Companies, a certified Minority Business Enterprise (MBE) and certified Small Business Enterprise (SBE), is a real estate and economic development services firm offering a full range of real estate and financial advisory, retail strategies, project finance, transaction structuring, negotiations, market analysis, special district analysis, digital community outreach, and project implementation services for both the public and private sectors. Kosmont Companies was founded in 1986 and is nationally recognized. With decades of advisory services, Kosmont has assisted hundreds of public agencies in their quest for services and successful public private projects. What sets Kosmont apart is our understanding of how economics relates to future project planning, as well as our understanding of both the public and private sectors. Kosmont will integrate our established ability, strengths, seasoned experience, and hands-on knowledge to deliver the requested consulting services.

Skill Sets & Qualifications

Unlike typical consulting firms that specialize in writing reports, Kosmont has dedicated itself for over 32 years in helping communities create better futures for their constituents, through the use of comprehensive economic analysis, creative economic development strategies and implementation plans utilizing the most comprehensive toolkit in the industry:

- Market, Financial, and Economic Consulting Services
- Special District Financing
 - EIFD
 - CRIA
 - CFD
 - NIFTI
- Opportunity Zone Funds
- Sustainability Strategies
- Zoning Strategies
 - Development Opportunity Reserve (D.O.R.)™
 - Sales Tax Assessment Revenue (STAR)™
- Public Private Partnerships (P3)
- OppSites Preferred Provider
- Kosmont Retail NOW!®
- digiConversation®
- Kosmont Rose Cost of Doing Business Survey
- SEC and DRE licensed

FIRM CONTACT INFO & QUALIFICATIONS

*Professional Consulting Services
to Support Real Estate Negotiations*

Through our in depth team of experienced real estate and finance professionals, Kosmont provides its clients with specific service areas of expertise that include the following:

- Lead public workshops with City Council and staff
- Participate in meetings to help City identify real estate strategies and relevant risks
- Economic development strategies and implementation
- Analysis and implementation of new economic development tools such as CRIA and EIFD
- Evaluate real estate financing alternatives and advise on timing method and structure (e.g. Assessment Districts, CFD's, Lease/Leaseback) through Kosmont Transactions Services
- Analysis of local and regional real estate market conditions and future trends to advise the City on property disposition (sale vs. ground lease etc.)
- Prepare fiscal impact analysis of new development proposals
- Assess range of market opportunities and income generating potential from City-owned properties, including offsets for existing lease income sources
- Provide current information on regional economic and capital market conditions/trends
- Provide pro forma analyses of various options related to acquisition and disposition of property, including financial due diligence of development proposals (construction costs, revenues, operating expenses, financing terms and required rates of return for private capital)

Additional Services

Rather than just responding to unsolicited developer requests, Kosmont can assist the City in marketing development sites as a component of on-going economic development services. Kosmont often recommends that City showcase and manage prime development sites on OppSites.com. Kosmont is a certified Economic Development Services Provider on OppSites, enabling us to leverage all features of the OppSites PRO platform.

We can partner with the City to showcase opportunity districts and sites, market them to real estate professionals, and use analytics and messaging tools to connect with interested investors, brokers, and developers, saving time and resources.

Kosmont Companies is the proud recipient of the following awards:

*California Association for Local Economic Development
(CALED) Awards of Excellence Program*

**"2017 Award of Excellence for Economic Development
Partnerships – Redondo Beach Marine Ave Hotels Project "**

**"2015 Award of Excellence in Economic Development
Partnerships - South Gate azalea Project"**

*L.A. Business Journal Latino Business of the Year Awards
"2015 Small Private Latino Business of the Year Award"*

*Mr. Larry J. Kosmont, CRE® is a recipient of:
"2016 California Business Properties Association
(CBPA) Champion of the Industry Award"
(for his service in real estate and economic development)*

Kosmont brings a well-rounded and seasoned professional cohort with the required expertise and exemplary skillsets to assist public sector clients and provide the requested real estate and economic analysis. The Kosmont team has extensive experience, a proven track record, and the qualifications to provide the knowledge, guidance, and execution of those services necessary to assist the City in achieving their goals.

If selected, **Co-Project Managers will be Kosmont's Executive Vice President, Mr. Ken K. Hira and Senior Consultant, Mr. Tom Jirovsky.** Based on the project task assigned, they will be supported by various combinations of the Kosmont staff as appropriate in order to adequately provide services to the Client and stay within budget. The designated support staff will be selected based on their skills and qualifications to provide the requested services along with their availability to work on the project for the length of the assignment on an as needed basis. ***The Co-Project Managers affirm their availability to perform for the length of the assignment.***

The subsequent pages in this section contain the qualifications of Kosmont's key team member resumes which highlight the team's relevant experience and qualifications. Kosmont has served clients throughout California for over 32 years and has an extensive track record of completing projects and successfully bringing those projects to fruition.

Kosmont's approach to providing consulting services is to understand each project and the unique opportunities and challenges each one presents and then to incorporate our expertise, knowledge, and services as appropriate. **Our team is enthusiastic, ready, and immediately available to provide the requested services for the City.**



LEAD TEAM MEMBERS

*Professional Consulting Services
to Support Real Estate Negotiations*

Ken K. Hira

Co-Project Manager / Executive V.P.



Mr. Ken K. Hira serves as Executive Vice President for Kosmont Companies. An expert in development and strategies for business attraction, Mr. Hira has over 25 years of varied experience in virtually every aspect of real estate financing, downtown revitalization, acquisition, entitlement, development, asset management and disposition. Mr. Hira's expertise is in identifying businesses/retail tenants and negotiating mixed-use projects that can revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President of the Irvine-based mixed-use developer, Pacific Century Commercial, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the commercial division of the company. Prior to this, as a Managing Director of Acquisitions for Westrust and a Vice President of Development at Lewis Retail Centers, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment, and was responsible for 800,000 square feet of retail entitlement, design and development. As Vice President of GMS Realty, Mr. Hira entitled one million square feet of retail development projects, as well as led the acquisition of 24 neighborhood and community shopping centers, totaling 3.3 million square feet and valued at \$375 million, and organized a \$287 million recapitalization.

LICENSES/AFFILIATIONS: Mr. Hira is an active volunteer leader of the International Council of Shopping Centers. He was nominated and serves as the **Co-Chair of the ICSC P3 Retail Advisory Board**, nationally advocating public-private partnerships, while previously serving as the ICSC Western Division P3 Retail Co-Chair, Southern California State Director, Program Committee Chair and Alliance Co-Chair.

EDUCATION: Mr. Hira holds a Bachelor degree in Economics and Business from UCLA.

RELEVANT EXPERTISE AND EXPERIENCE: Throughout his career, Mr. Hira has managed over 1,000 public sector consulting assignments. A few of the more recent projects are summarized below:

- City of St. Helena (Highest & Best Use Analysis / Asset Strategy / Community Involvement / Downtown Retail Analysis)
- Placentia (Economic Impact Analysis and Various Real Estate Advisory Services Supporting Economic Development and Parking Structure TOD Project)
- City of Santa Clarita (RFP Services and Developer Negotiations)
- City of Buellton (Market & Economic Analysis and Economic Development Plan / Specific Plan with Development Opportunity Reserve D.O.R.TM)
- City of Moreno Valley (Market and Fiscal Evaluation, Development Agreement Negotiation)
- City of Laguna Hills (Negotiating Development Agreement for large blended-use project)
- City of South Gate (Market Study, Development Strategy, and Kosmont Retail NOW![®])
- City of Rialto (Former Walmart Project; Kosmont Retail NOW![®])

LEAD TEAM MEMBERS

*Professional Consulting Services
to Support Real Estate Negotiations*

Tom Jirovsky

Co-Project Manager / Sr. Consultant



Mr. Thomas Jirovsky is a Senior Consultant with Kosmont Companies providing real estate development feasibility, fiscal and economic impact, and asset management to public agencies, land owners and developers. He is a former Senior Managing Director of CBRE Consulting's Los Angeles office and prior to joining CBRE in 2000, was CFO and principal with Kotin, Regan & Mouchly, Inc.

Through his 30-year career he specialized in the areas of market and financial feasibility analysis with particular emphasis on master planned communities, fiscal and economic impact, land secured financing strategies, asset management, and public/private joint ventures for small urban infill projects to large residential/commercial projects.

While at CBRE he developed a fiscal impact model for the City of El Segundo to help in evaluating changes to General Plan land use. He has managed fiscal and economic impact studies for Disneyland's 50th anniversary, as well as a fiscal impact study for the Disney's California Adventure expansion and the redevelopment of the Grand Central Business Center in Glendale. He also co-managed the fiscal impact and financing analysis for military base reuse plans for Ft. Ord, Concord NWS, MCAS Tustin, Hunter's Point Shipyard and others.

He has assisted a wide range public agencies throughout California in evaluating recreational, commercial, and residential development projects, tax increment and infrastructure financing and in the negotiation of development agreements on residential and mixed-use projects.

LICENSES/AFFILIATIONS: Mr. Jirovsky is a LEED Accredited Professional and a member of the International Council of Shopping Centers (ICSC) and Urban Land Institute (ULI).

EDUCATION: Mr. Jirovsky graduated with honors, receiving a B.S. in Architecture from the University of Southern California and a MBA in Finance from the University of Southern California.

RELEVANT EXPERTISE AND EXPERIENCE: In his 30+ year career, Mr. Jirovsky has managed over 1,000 public sector consulting assignments. A few of the more recent projects are summarized below:

- City of St. Helena (Highest & Best Use Analysis / Asset Strategy / Community Involvement / Downtown Retail Analysis)
- San Luis Obispo (Palm Nippomo P3)
- KTG / Morongo Band of Mission Indians (Highest and Best Use Study)
- Irvine Sports Park Sponsorship Valuation (Irvine, CA) (*In partnership with Johnson Consulting*)
- City of Gardena (Artesia Corridor Specific Plan Feasibility)
- Gateway LA Retail Strategy
- Baldwin Hills Crenshaw Mall Revitalization Study
- Downtown Placentia Fiscal & Economic Impact
- City of Thousand Oaks (Economic Development Strategic Plan)
- City of Indian Wells (Hotel Feasibility Analysis)

LEAD TEAM MEMBERS

*Professional Consulting Services
to Support Real Estate Negotiations*

Archie Davenport

Vice President



Mr. Archie Davenport a Vice President with Kosmont Companies, focuses primarily on real estate, economic and financial analysis, redevelopment dissolution services, campaigns, and marketing strategies.

Prior to joining Kosmont Companies, Mr. Davenport worked in business development and as a project analyst for a real estate investment, development and brokerage firm. He consulted with various cities, school districts and water districts on matters of project feasibility studies, economic/demographic modeling as well as community outreach.

Mr. Davenport has consulted with numerous cities with an emphasis on coordinating workshops with economic development committees and city council study sessions to achieve a city's desired economic goals through the following:

- discovering and coalescing desired economic development districts/projects,
- analysis and portrayal of community benefits of projects, and
- balancing these objectives with economic realities, based on feedback from committees.
- formulating and communicating economic tools/strategies and funding sources, and
- implementation plans for achieving a city's economic development goals.

LICENSES/AFFILIATIONS:

Mr. Davenport is active in the rehabilitation of communities in North East Los Angeles and in many municipal organizations and conferences including; Independent Cities Association, California Contract Cities Association and the League of California Cities. He has previously served as a board member for Cal State L.A. Federal Credit Union.

EDUCATION:

Mr. Davenport holds a bachelor's degree in Integrated Economics and Political Science from the University of California at Berkeley.

LEAD TEAM MEMBERS

*Professional Consulting Services
to Support Real Estate Negotiations*

Fernando Sanchez

Vice President



Mr. Fernando Sanchez is a Vice President with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility of new infrastructure financing districts such as Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization and Investment Authorities (CRIAs).

Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

AFFILIATIONS: Mr. Sanchez is a member of the American Planning Association and the Urban Land Institute. He is also a Board Member of the Princeton Club of Southern California.

EDUCATION: Mr. Sanchez holds a Master of City Planning degree from the University of Pennsylvania, where he focused on public and private real estate development. He also holds a Bachelor of Arts in Sociology with minors in Urban Studies, Latin American Studies, and Spanish from Princeton University.

LANGUAGES: Mr. Sanchez is fluent in English and Spanish.

Zach Whalen

Project Analyst



Mr. Zach Whalen is a Project Analyst for Kosmont Companies, serving public sector clients by providing economic analyses, financial modeling, and market research.

Prior to joining Kosmont Companies, Mr. Whalen worked for the Public Works Department at the City of Glendale. His recent work included analytical research and recommendations on a diverse range of public works projects including procurement and parts management practices, solid waste franchising programs, traffic calming reform, and change order management. During his time with the City, he also worked on elements of the CAFR, annual budget and annual report, for the Director of Finance.

Prior to his time in Glendale, Mr. Whalen worked with the City of South Pasadena as part of an ad-hoc committee on rent stabilization which was tasked with researching and delivering recommendations to the city council on the feasibility of rent control programs.

LICENSES/AFFILIATIONS: Mr. Whalen serves on the Board of the USC City/County Management Fellowship (CMF) and is a member of the International City/County Management Association (ICMA).

EDUCATION: Mr. Whalen holds a Master of Public Administration Degree from the University of Southern California, as well as a History B.A. and Political Science B.A. from the University of Utah.

RELEVANT PARKING PROJECTS

Professional Consulting Services
to Support Real Estate Negotiations

CITY OF PLACENTIA: *Economic Impact Analysis and Various Real Estate Advisory Services Supporting Economic Development / RFP and Planning Area Adoption*



Over the past several years, the City of Placentia ("City") has retained Kosmont for a variety of real estate advisory and planning services, including fiscal impact studies, project/developer negotiations, public-private transaction structuring, project due diligence, pro forma analyses and highest-and-best-use, tax and other economic analyses.

Current engagements with the City include Successor Agency advisory services, real estate brokerage services for the sale of properties, and real estate advisory and consulting services for a Request for Proposal ("RFP") process associated with the development of a city-owned, 1.8- acre property located at 350-380 S. Placentia Avenue (the "Site").

The Site benefits from frontage along California State Route 57 ("57 Freeway") and represents a prime opportunity to advance the City's economic development goals and objectives. The City's goals include creating quality, living-wage jobs, revenue generation, and supporting nearby economic development and master planning efforts.

Kosmont has been a key contributor to the City's planning and zoning efforts. Kosmont worked with a planning firm to prepare economic / sustainable element for the General Plan. Recent project team accomplishments include the completion of two fiscal and economics benefits studies as part of the successful adoption of the Transit-Oriented Development Packing House and Old Town Revitalization Districts (the "Districts"). These Districts included Revitalization and Streetscape Plans, General Plan Amendments, Zone Changes, and New Development Standards.

Kosmont also worked on a proposed downtown / TOD parking structure in collaboration with the Orange County Transit Authority, which was critical to the efforts that the City has undertaken to revitalize its downtown, support businesses, and satisfy parking demand associated with the future construction of a Metrolink station.

EXCERPT FROM LETTER OF RECOMMENDATION: "It is with great pleasure that I wholeheartedly endorse Kosmont to other public agencies in need of professional consulting from project management, financial analysis and real estate advisory services. They know how government works and understand how to achieve your desired results".

-Troy L. Butzlaff, Director of Administrative Services, City of La Puente (Former Placentia City Administrator)

CITY OF SAN LUIS OBISPO: *Palm Nippomo P3*

San Luis Obispo controls numerous downtown parking lots. As part of a plan to develop a new multi-level garage, on a key site at Palm & Nippomo, Kosmont was retained to evaluate the market and financial feasibility of a range of public/private residential and/or commercial development projects to be privately financed in conjunction with the new garage structure.

RELEVANT PARKING PROJECTS

*Professional Consulting Services
to Support Real Estate Negotiations*

CITY OF SANTA CLARITA: *RFP Services and Developer Negotiations*

Kosmont Companies was retained by the City of Santa Clarita Successor Agency to assist with services including the evaluation of downtown revitalization opportunities in Old Town Newhall on Main Street to be anchored by a new library. Kosmont marketed the Agency-owned block Project to retailers and developers, promoted the opportunity site at International Council of Shopping Centers (ICSC) conferences, researched financing solutions for the Project including a potential parking structure, and provided an Implementation Strategy and an Approach presentation to the City/Agency.

Kosmont was retained subsequent to the above services to draft a Request for Proposals (RFP) on the City's behalf in connection with an approximate 1.7 acre mixed-use development opportunity site at the corner of Main Street and Lyons Avenue in Old Town Newhall.

Kosmont reviewed the letters of intent and financial proposals received and advised the City in the selection of a preferred development partner. Kosmont provided additional negotiation support, including detailed pro forma review and evaluation of comparable theater development projects in Southern California. Kosmont also prepared the requisite Economic Development Subsidy Report pursuant to Assembly Bill 562.

The mixed-use project anchored by Laemmle Theater is under construction and the public parking structure is complete.



Newhall Crossings

Site Plan and
Parking Structure



[Newhall Crossings Video](#)

The link above is a video of the Newhall Crossings project that was in response to a successful starter project for Old Town Newhall that Kosmont assisted on by acquiring the core catalyst site. Kosmont then selected and negotiated a Development Agreement including an economic analysis as well as a related former RDA Property Disposition Transaction. The 372 car parking structure for this project is now open to the public.

BEST, BEST & KRIEGER: *Parking Analysis*

Kosmont Companies is currently retained by Best, Best & Kreiger on a parking analysis assignment for a coastal Southern California community. Kosmont is assisting in the evaluation of the delivery of a parking structure with public and private parking amenities. The project is expected to result in the redevelopment of a core property in a downtown district currently constrained by shared parking covenants. Potential financial terms and structures are currently being negotiated.

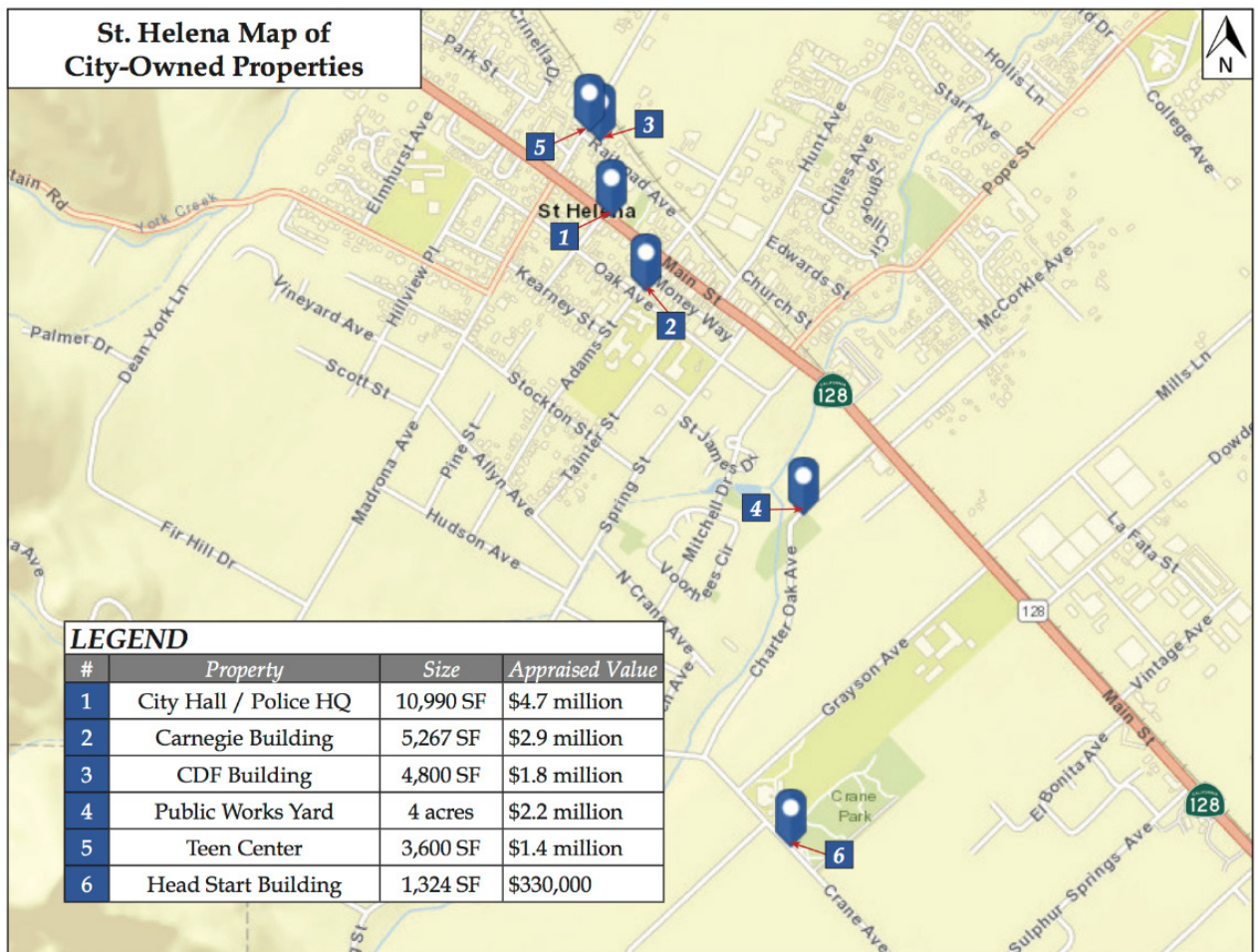
RELEVANT EXPERIENCE

Professional Consulting Services
to Support Real Estate Negotiations

CITY OF ST. HELENA: *Highest and Best Use Analysis / Asset Strategy / Community Involvement*

The City of St. Helena selected Kosmont Companies to provide financial and real estate advisory services including an asset strategy. Kosmont began work in December 2017 and has provided financial and real estate advice to an appointed citizens committee known as the St. Helena Assets Planning Engagement "SHAPE" Committee.

Kosmont will provide the SHAPE Committee with the following continued services: provide community engagement strategies (including digital strategies) to promote economic development projects; analyze a full range of potential financing mechanisms available to the City to acquire, sell, or lease property, and build-out existing buildings; evaluate real estate and financing alternatives; assess the range and scope of market opportunities and income-generating potential from various City-owned properties; provide information, judgments, and forecasts regarding economic, capital market, and money market conditions; conducting a pro-forma financial analysis; and advise on the timing, method, and structure of various financing mechanisms.



*Map of City-owned properties in St. Helena.
These sites have been identified by the SHAPE Committee as opportunity sites.*

RELEVANT EXPERIENCE

Professional Consulting Services
to Support Real Estate Negotiations

CITY OF REDONDO BEACH: *Economic, Fiscal, & Real Estate Advisory Services*

Kosmont has worked with the City of Redondo Beach since 2007, serving as the real estate and financial advisor to the City on multiple real estate projects. The City initially retained Kosmont to develop an Asset Management Plan for the City's pier and harbor area. Following an in depth fiscal analysis of the City and the waterfront special district funds, Kosmont assisted the City in drafting a Business Plan for the area, which was adopted. Kosmont's recommendations and strategies are now being implemented to promote and accelerate revitalization of the area.

Waterfront Revitalization: Kosmont subsequently assisted in the implementation of the Asset Management Plan, to derive a series of policies for the management and redevelopment of the leaseholds on the 150 acre Redondo Beach Pier and waterfront district. Kosmont developed strategies for encouraging business investment and assisted in the determination of optimum use and tenant mixes to achieve the City's revenue and revitalization goals. As part of the implementation Plan, Kosmont completed negotiations for the Shade Hotel (Zisli Group), a luxury boutique hotel developed on land owned by the City that opened in 2016.



Pier Plaza & International Boardwalk: Kosmont served as the City's broker for the acquisition of Pier Plaza and International Boardwalk as part of the revitalization of the Pier and Waterfront area. Acquisition is core to City's economic development strategy of aggregating leaseholds to support the overall revitalization on the waterfront.

AES Power Plant Reuse: In 2016, Kosmont was retained to prepare numerous reuse valuation analyses, including the fiscal impact of residential, commercial and mixed-use scenarios on the 50-acre former power plant site.

Kosmont is also supporting the negotiation of multiple leases, fiscal and financial analysis, and general advisory services pertaining to the development of hotel, office, retail, restaurant and visitor serving amenities within the City. This includes efforts to implement a negotiated and documented \$400 million dollar waterfront revitalization project, which is currently being litigated.

TESTIMONIAL: "Kosmont delivers an array of technical and deal making skills that public agencies cannot develop in-house. Their ability to understand economic development projects from the city, developer and financier perspectives has delivered tremendously successful results for Redondo Beach."

Peter Grant, City Manager, City of Cypress (Former Asst. City Manager, City of Redondo Beach)

CITY OF SOUTH GATE: *Economic Element, Market Study, Development Strategy, and Kosmont Retail NOW!*®

Kosmont has been under contract with the City of South Gate since 2003, and currently serves as the real estate, financial and economic development advisor to the City on multiple real estate projects and public private partnerships, including the following:

Economic Element: Kosmont drafted the Economic Element of the City's comprehensive General Plan update. The ultimate objective of this assignment was to create a roadmap for the City to follow in the coming years which would deliver the basis for sound fiscal decisions. The General Plan was adopted by the South Gate City Council.

Retail Market Study: Kosmont prepared a market study to analyze and identify the retail market potential for the City, and illustrate the level of retail leakage experienced by South Gate. The Study was intended to assist the City in assessing whether new retail development was appropriate and to help proposed projects fulfill unmet market demand. The Study also provided the City with the basic market factors, which assisted in developer and retailer evaluation of opportunities within the City of South Gate.

Azalea Regional Shopping Center: This project, located in South Gate, California is approximately 370,000 square foot regional promotional and entertainment retail center on 30 acres. Kosmont led public-private negotiations on behalf of the City of South Gate. In addition, Kosmont developed the developer RFQ, helped the City select a development team and ultimately negotiated the Development Agreement. Kosmont also prepared an Urban Decay Analysis that evaluated the local demand for the various types of retail within the proposed project, compared that demand to the available retail amenities within the City and surrounding communities, and estimated the impacts this proposed project might have on local retailers.

Innovative Approach: Kosmont was instrumental in attracting a qualified retail developer and soliciting retailers interest in a public private transaction. Kosmont prepared a Comprehensive Economic Development Strategy (CEDS) on the City's behalf as an essential measure for the successful acquisition of approximately \$2.5 million in U.S. Economic Development Administration (EDA) Grant funds for the Project. In May of 2012, Kosmont successfully negotiated and executed an Infrastructure Financing Agreement to fund off-site improvements necessary to make the project feasible. Kosmont subsequently served as financial advisor in the issuance of approximately \$34 million in Water Utility Bonds (A- rating) at a True Interest Cost (TIC) of 4.35% to fund public improvements. The project had its grand opening in August 2014. CEDS for this project was successful and approved by the USED. **Additionally, the transaction Kosmont formulated and negotiated on behalf of the city included a unique participation clause whereby the city received a \$5 million dollar performance fee in July 2017 triggered by the developer refinancing.**

[View the South Gate azalea Project Video.](#)

EXCERPT FROM LETTER OF RECOMMENDATION:

"The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on Economic Development matters and we look forward to their continued support & expertise in guiding our long-range goals."

- Michael Flad, City Manager, City of South Gate



RELEVANT EXPERIENCE

Professional Consulting Services
to Support Real Estate Negotiations

CITY OF RIALTO: *Walmart; Kosmont Retail NOW!®*

Kosmont was contracted by the City of Rialto to evaluate potential re-use and development strategies for an existing Walmart property and a site owned by the City's Successor Agency, in connection with the construction of a new 180,000 square foot Walmart Supercenter located north of the existing Walmart and the Successor Agency property. Kosmont evaluated market supply and demand conditions within the project area for potential targeted land uses and industries, such as retail and hospitality and recommended potential re-use and development strategies for the project.

Additionally, Kosmont assisted in the initial recruitment of targeted retailers, businesses, hotels, and developers by conducting marketing outreach, preparing opportunity site marketing collateral, including producing an eight-page city-wide brochure, attending and representing the City at International Council of Shopping Centers ("ICSC") conferences, and writing, preparing, and distributing an RFP to solicit interest in the Successor Agency site. Kosmont targeted, vetted, and selected an experienced and financially capable developer to bring to the desired mixed-use development.



Map of the primary opportunity site (Walmart Supercenter is currently built)

STATEMENT OF COSTS & HOURLY RATES

Professional Consulting Services
to Support Real Estate Negotiations

Since specific projects have not yet been identified, Kosmont is unable to provide a budget estimate at this time. However, Kosmont will submit a budget for each project assignment, based on the public sector rate schedule shown below.

KOSMONT COMPANIES 2018 PUBLIC AGENCY FEE SCHEDULE

Professional Services

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

If needed, additional team members, such as Project Analysts (not included in the resumes portion of the primary proposal) may be assigned to work on this project and assist in a support or research role.

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this rate sheet.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

OTHER INFORMATION (References)

Professional Consulting Services
to Support Real Estate Negotiations

Kosmont Companies Client References*

CITY OF ST. HELENA

Highest and Best Use Analysis / Asset Strategy /
Community Involvement

Mark Prestwich

City Manager

City of St. Helena

1480 Main Street, St. Helena, CA 94574

(707) 312-0252

mprestwich@cityofsthelena.org

CITY OF REDONDO BEACH

Economic Development, Fiscal, & Real Estate
Advisory Services

Joe Hoefgen

City Manager

City of Redondo Beach

415 Diamond Street, Redondo Beach, CA 90277

(310) 937-5315

Joe.hoefgen@redondo.org

CITY OF SOUTH GATE

Economic Element, Market Study, Development
Strategy, and Kosmont Retail NOW!®

Michael Flad

City Manager

City of South Gate

8650 California Avenue, South Gate, CA 90280

Direct: (323) 563-9503 / Cell: (818) 632-3110

mflad@sogate.org

[See following Letter of Recommendation]

CITY OF PLACENTIA

Economic Impact Analysis & Various Real
Estate Advisory Services Downtown
Revitalization

Damien Arrula

City Administrator

City of Placentia

401 East Chapman Avenue, Placentia, CA 92870

(714) 745-5615

darrula@placentia.org

*For more detail on the above referenced projects, refer to the relevant projects section.

OTHER INFORMATION (References)

*Professional Consulting Services
to Support Real Estate Negotiations*



MICHAEL S. FLAD
CITY MANAGER

City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 563-9503
FAX (323) 569-2678 • mflad@sogate.org

January 27, 2015

To whom it may concern:

I am writing to express my support for Kosmont Companies and recommend them as a financial advisor.

Kosmont Companies served as our Financial Advisor for the City's 2012 Utility Bond Refinancing efforts and assisted the City in reviewing the County of Los Angeles "pool program" for refunding redevelopment debt. Larry Kosmont and Dan Massiello worked throughout the project and conducted a thorough review, provided the city a great sense of the potential risks/strengths of the program, and were able to deliver timely work products. Overall, I was very pleased with the product they delivered to the City/Successor Agency.

I have known Kosmont Companies for over 20 years and they are ethical and professional consulting group who know local government like few others. Kosmont is competent, always responsive and produces top notch quality work. The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on economic development matters and we look forward to their continued support and expertise in guiding our long-range goals.

Should you need to contact me, please do so at (323) 563-9503 or mflad@sogate.org.

Sincerely,

Michael Flad, City Manager
City of South Gate



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTING SERVICES
TO SUPPORT REAL ESTATE
NEGOTIATIONS**

CITY OF SAN FERNANDO



July 16, 2018

Mr. Timothy Hou
Director of Community Development
CITY OF SAN FERNANDO
THou@sfcity.org

RE: Professional Consulting Services to Support Real Estate Negotiations

Dear Mr. Hou,

For over three (3) decades the Principals of Tierra West Advisors, Inc. have offered real estate advisory, pro-forma analyses, project structuring, project management, brokerage, development and asset management services to a variety of public agencies and private developers. Our team regularly assists local communities with the insightful analysis and vision required to make sound real estate decisions. We team with local leaders tasked with creating vibrant public spaces, and help guide communities towards prosperous and sustainable futures.

Tierra West Advisors, Inc. ("Tierra West"), a licensed full-service Real Estate and Financial Advisory Firm, is pleased to provide the following Request for Qualifications ("RFQ") to the City of San Fernando ("City") for professional consulting services to support real estate negotiations. Tierra West understands that the City's Community Development Department wishes to engage a seasoned professional consultant to help represent the City in negotiations for exclusive negotiation agreements with a focus on preserving and optimizing the value of City assets, as well as maximizing any public-private partnership potential that generates a community benefit. The information presented principally describes our team's experience that would be a great fit with the City's current needs and future planning.

At Tierra West, we pride ourselves in creating strategies tailored specifically to meet our clients' needs - assessing the unique strengths and opportunities of each community. We have a seasoned understanding of public sector real estate, Public/Private Partnerships ("P3s"), extensive market knowledge of the Southern California region, and strong relationships with landlords, tenants, and developers. The firm has the capacity and local experience to assist the City in the wide variety of financial, real estate, and economic consulting advisory services that have been requested in the RFQ.

2616 East 3rd Street
Los Angeles California 90033
T 323/265 4400
F 323/261 8676
W tierrawestadvisors.com

REAL ESTATE & DEVELOPMENT
STRATEGISTS

Tierra West's team brings extensive experience and knowledge of the Southern California region, providing a fresh perspective along with the local familiarity required to shape the area that we also call home. As with all of our clients, the Tierra West team will work with the City to coordinate and deliver your goals in an effective, strategic and timely manner. With over 35 years of experience working alongside public sector, utility, private, and non-profit clients, Tierra West is always prepared to handle urgent projects. In addition to a wide variety of private sector clients, Tierra West has provided consulting services to over 50 public agencies throughout the state of California. Tierra West distinguishes itself from other consultancies by focusing on providing implementation services that extend through the complete project cycle - we not only assemble a collective vision, but are also committed to seeing that vision fully realized through implementation.

Recently completed projects related to the City's requested qualifications include: The Strand- Mix Use Analysis and Feasibility Assessment for the City of Huntington Beach, a Vision Plan and Sustainable Economic Development Implementation Strategy for Northeast Los Angeles Riverfront in the City of Los Angeles, Sale and Expansion of undeveloped land for the Citadel Outlets and Commerce Casino in the City of Commerce, City of Los Angeles/HCIDLA- Data collection and assessment for Economic Development Strategy in the Leimert Park/Hyde Park areas, as well as Land Planning and Highest/ Best re-use study as part of a General Plan update for future TOD development-City of Huntington Park. These past projects have refined our firm's proven methodology for executing successful revitalization efforts in passionate, evolving communities.

Tierra West Advisors, Inc. is licensed by the Bureau of Real Estate, BRE# 018557161 and fully insured to meet the City's requirements. John Yonai, Principal and Chairman, will be the main point of contact; both he and Ms. Rose Acosta Yonai (Principal and CEO) are legally authorized to bind Tierra West in contract. Additionally, Tierra West is a certified DBE/SBE/MBE/WBE firm in the state of California and a SLB with the City of Los Angeles.

Tierra West Advisors, Inc. has one (1) corporate office:
2616 East 3rd Street
Los Angeles, CA 90033
Telephone: (323) 265-4400
Facsimile: (323) 261-8676
Email: info@tierrawestadvisors.com

Please feel free to call if you have any further questions. Thank you for your consideration and we look forward to the opportunity of working with the City of San Fernando.

Sincerely,
Tierra West Advisors, Inc.



John Yonai/Principal
jyonai@tierrawestadvisors.com



Rose Acosta Yonai/Principal
rayonai@tierrawestadvisors.com

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 1

COMPANY PROFILE

Tierra West Advisors, (“Tierra West”) Inc. is a real estate and financial advisory firm based in the City of Los Angeles. For the past 35 years, the Principals of Tierra West have provided economic development and real estate strategies to both public agencies and private entities. As a licensed California brokerage firm, we provide a comprehensive portfolio of real estate advisory services. Services range from dispositions and acquisitions, project and program management, land assemblage, market analysis, project conception, entitlement approvals, financial and economic feasibility, asset management, development agreement negotiations, public outreach, TOD, financing, marketing, leasing, and project close-out.

Since 1980, Tierra West Real Estate Consultants has provided professional real estate consulting to corporations and private entities. Previous assignments have included corporate real estate planning and long-range projections, asset management for large commercial office projects, financial and property management oversight, and coordinating negotiations to acquire property through purchase and by leasing.

Principal John Yonai previously served at a Southern California consulting firm as the Partner-In-Charge overseeing the firm’s real estate efforts. In September 2006, Mr. Yonai expanded the services and scope of Tierra West Real Estate Consultants. At this point, Tierra West Real Estate Consultants brought on Partners and reorganized itself as Tierra West Advisors, Inc. to include the following real estate and financial advisory services:

- Economic Development plans and strategies
- Real estate financial services including pro-forma analysis and feasibility studies
- City Planning – current and advanced planning and assisting private clients through the entitlement process
- Financial Consulting – bond issuance consultant reports
- Brokerage: Real estate acquisitions and dispositions
- Redevelopment services, currently assisting Successor Agencies with meeting State requirements
 - o AB26X1 and AB1484 requirements
 - o Long Range Property Management Plans
- Asset Management
- Site analysis and value assessment
- Affordable Housing Program development and implementation
- Implementation of programmed strategies
- Analysis for infrastructure Financing Districts (IFD)
- Zoning Strategies and Ordinances
- TOD Development Strategies
- Public Outreach
- Wireless Telecommunication Facilities and Negotiations
- Interim management, project/program management reports and staffing
- Redevelopment services, currently assisting Successor Agencies meet State Requirements

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 2

Tierra West is a full service real estate and development advisory firm and is a licensed corporate broker in the State of California; license #01857161. Principals John Yonai/Broker, Andrew Gee/Broker, and Rose Acosta Yonai Sales person are all licensed in the State of California. Tierra West is a certified WMBE von#12060021 and SBE/DBE/MBE firm under the California United Certification Program (CUCP) #39013 and with Metro file #5416 and #5417. Tierra West is also a certified a Small Local Business (SLB) under the City of Los Angeles #2829.

The Firm meets all the insurance requirements of public agencies and will comply with the Insurance Requirements of the City. Tierra West currently carries the following insurance coverage that meets or exceeds the City's insurance requirements:

Commercial General Liability – Each Occurrence \$2,000,000, General Aggregate \$4,000,000
Automobile – Combined Single Limit - \$2,000,000
Workers Compensation and Employers Liability – Each Accident \$1,000,000
Commercial Errors & Omissions – per claim & Aggregate \$2,000,000

Tierra West Advisors, Inc. has one (1) corporate office and is incorporated in the state of California. The firm's contact information is as follows:

Tierra West Advisors, Inc., 2616 East 3rd Street, Los Angeles, CA 90033
T: (323) 265-4400 F: (323) 261-8676 E: info@tierrawestadvisors.com

Tierra West is comprised of eights (8) experienced professionals.

John Yonai, Principal/Partner
Louis Morales, Senior Associate *
Walt D. Lauderdale, Jr., Senior Associate
Sonia Shurlock, Sr. Analyst*
* Fluent in Spanish

Rose Acosta Yonai, Principal/Partner*
Andrew Gee, Senior Associate
Jason Chiang, Associate
Lauren Yonai, Office Administrator

TIERRA WEST AND PROJECT TEAM PROVIDE:

Organization Expertise – Tierra West has the expertise to assess all aspects of project organization, including; management structure and effectiveness, financial systems, resource allocation, and interdepartmental communications and coordination and public process. We have assisted many public agencies in assessing and redesigning their organizational structure and the allocation of personnel resources. We are experienced in analyzing the adequacy of policies and procedures, evaluating performance, and proposing practical recommendations for improvement. Our consultants have extensive experience in developing tactical objectives and key performance indicators that have aided our clients in improving their efficiency and effectiveness.

Interdisciplinary Team - Tierra West provides the interdisciplinary skills and experience that are necessary to successfully accomplish the Agency's objectives. Our staff consists of specialists in project planning, public outreach, acquisition, and general program implementation. Our team is very familiar with all municipal functions acquisition process.



CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 3

Outstanding Personnel - Our firm is prepared to assign the required Principals, as well as staff, to this engagement. The project team's consultants are exceptionally well qualified, as evidenced by their experience in performing similar projects, to provide the competence and expertise that is required.

Team Approach - Tierra West takes pride in the fact that our projects are completed on time and at, or under, budget. Many of these projects extend over long periods of time and require the coordination of multiple agencies and decision-making bodies. This success is based upon our commitment to working closely with our clients. Throughout our engagement, we would work closely with appropriate Agency personnel and provide frequent written progress reports.

Effective Communication - Tierra West has the ability to communicate effectively with all levels of policy, including County Supervisors, City Councils, boards, management, staff, stakeholders, the public and other constituents. We routinely interview and make formal presentations to agencies, staff, owners, businesses and community organizations. As specialists in the public sector, we are fully cognizant of the critical role of elected and appointed decision-making bodies. Our reports are written in non-technical language to ensure maximum use for decision making. Our recommendations are clear, well documented, and practical.

Firm Stability - Tierra West consultants are particularly proud of the long-term relationships that our team has developed with our various clients and have been repeatedly selected for additional assignments. It is our policy to maintain the same personnel throughout all stages of an assignment, which assures the continuity and stability the Agency desires.

Responsive Client Service - Tierra West is committed to providing the highest level of service to meet the Agency's needs. We can make this commitment based upon our success in performing similar assignments throughout California.

KEY PERSONNEL RESUMES AND WORK EXPERIENCE

Tierra West has assembled a highly qualified project team to provide the City with the necessary as-needed services and reports. Each member of the team has worked collaboratively on other similar projects and bring a specific skill set to this assignment; allowing for efficiencies in executing the proposed scope of work as well as contributing to the overall success of the project.

The identified Key Personnel are available to perform the services as outlined in the RFQ.

John Yonai, Principal-in-Charge/Project Manager, will serve as the lead consultant throughout this engagement; assisting the Ad Hoc Committee and Senior City staff with all real estate negotiations, deal structuring, and communications with Elected Officials and Senior Staff. As Principal-in Charge and Project Manager he will oversee and review all technical consultation, work products and deliverables as required by the City. At his discretion, he will assign the appropriate project team member to a specific project services.

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 4

Rose Acosta-Yonai/Principal, shall act as a liaison between Tierra West' project team and City; serving as the day to day contact for the City throughout the term of the project. Rose will be working directly with John and be responsible for the quality and accuracy of all deliverables as well as the responsiveness of the team. As acting contract administrator she will also assist with coordinating and delegating assignments to project team.

Walt D. Lauderdale, Jr., Sr. Associate and **Andrew Gee, Sr. Associate**, shall work directly with John and provide support in all areas related to land-use, real estate and project development. Assisting with financial analyses, pro forma preparation and modeling, preparation of transactional agreements and reports, and assist with presentations: public, developer, and elected officials.

Louis Morales, Sr. Associate, will assist project team in the areas of land use evaluation, current and long term planning, site layout, and preparation of related land use reporting, and synthesizing environmental impact reports and respective evaluation.

Jason Chiang, Associate, to assist with the research of real estate, economic, and market data in support of financial and economic evaluations. Provide support in the execution and preparation of materials required for technical reports, presentations, drafting of staff reports, resolutions, ordinances, public hearing notices and other related City, County or special district documents.

Sonia Shurlock, Senior Analyst, providing support with the review and editing of documents for a variety of real estate analysis and presentation materials. Assist with the drafting and technical review of ordinances, public hearing notices as well as related real property documents; drawing from a seasoned litigation background.

Lauren Yonai, Research Analyst, will oversee administrative duties and assist with the mapping of development sites, file maintenance, and research City planning documents and permitted zoning land uses. Responsible for printing and submittal of all written deliverables. Coordinates logistics of preparing project folders for development sites, assist with research of property market values as well as preparation of Brokers Opinion of Value (BOV).

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 5

JOHN YONAI / Principal-Partner

John Yonai has an extensive background in the areas of real estate and finance for the private and public sector, providing project management and implementation services. His assignments have included project structuring, market and financial analysis, agreement negotiations, real estate acquisition/disposition, ROW, bond issues, project planning/scheduling, land-use & feasibility analysis, and document preparation. He has expertise with the coordination of revenue projections, financial evaluation, and fiscal consultations. As interim Community Development Director for the City of Commerce, Mr. Yonai offered sustainable and innovative solutions while he managed budgets, services, and community development.



EDUCATION

Graduate School of Management
Real Estate Finance Certificate
University of California, Los Angeles
Bachelor of Science-Business/Finance
Loyola Marymount University

PROFESSIONAL AFFILIATIONS / CERTIFICATIONS

Urban Land Institute (ULI)
International Council of Shopping Center Owners (ICSC)
CA Association of Realtors (CAR)
National Association-Corporate Real Estate Executives
CA Licensed Real Estate Broker: License No: 00632122

ROSE ACOSTA-YONAI / Principal-Partner

Rose Acosta Yonai provides a variety of real estate and project/program support services. She has coordinated the real estate acquisitions for multiple properties within the private and public sector. These have involved document review, implementation servicing, and negotiations and coordination with legal counsel for the acquisition of real property interest including fee interest, leasehold interests, easement license agreements, and coordinating with all parties involved in the process. Review of various documents, appraisals, market values and provides bilingual services as required for outreach efforts and negotiations. Provide relocation assistance services on behalf of Los Angeles World Airways (LAWA) to households displaced by the City's acquisition of property through the LAWA Voluntary Residential Acquisition and Relocation Program. Ms. Acosta Yonai is responsible for overseeing and assisting with all company projects, appraisals, and market values.



EDUCATION

Bachelor of Science – Sociology
Loyola University Marymount

Fluent in Spanish

PROFESSIONAL AFFILIATIONS / CERTIFICATIONS

CA Association of Realtors (CAR)
CA Licensed Real Estate Salesperson License No: 00909698
Regional Hispanic Chamber of Commerce
Los Angeles Area Chamber of Commerce

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 6

WALT D. LAUDERDALE, JR. / Senior Associate

Walt Lauderdale provides real estate related project support and design services on various aspects of transportation oriented developments and right-of-way projects. These include site identification, cost analysis and comparison, coordination with project engineers and Authority, and public outreach. He coordinates real estate and fiscal consulting projects, property acquisition, negotiations, property value estimations, and land-use surveys and database development. In addition, provides fiscal consulting services, document preparation, schedule monitoring, data analysis, and Successor Agency services as required by AB 26x1 and AB 1484.



EDUCATION

Bachelor of Science
Urban Planning
California Polytechnic University
Pomona

PROFESSIONAL AFFILIATIONS

CA Redevelopment Association (CRA) *Past Member*

LOUIS MORALES / Senior Associate

Louis Morales has over 20 years of experience in city government with extensive knowledge of city budgeting and public policy. He regularly provides interim staffing support; current and advanced planning assignments, and scheduling project activities for Community/Economic Development projects. Louis coordinated property acquisitions, conducted special studies, and negotiated; retail, housing and mixed-use projects. Assignments have included feasibility and land-use analysis, revenue projections, data gathering, outreach, and document preparation. Additional project services include: real estate coordination support for TOD and ROW Projects; assisted with the various aspects of relocation (displacement of property owners, tenants, and businesses); good will analysis and value comparison of real property; and public outreach. Providing interim staffing support, current and advanced planning assignments.



EDUCATION

Bachelor of Science in Urban & Regional Planning
California Polytechnic University, Pomona
Public Administration – Industrial Technology
California State University, Long Beach
Associate of Arts / Architecture
East Los Angeles College

Fluent in Spanish

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 7

ANDREW GEE / Senior Associate

Andrew Gee has worked in the areas of real estate, housing and finance for the private and public sector for over 14 years. He focuses on project management, analytical services, land development and land use entitlements, economic and business development. His specialties are asset management, underwriting, investment committee package preparation, acquisitions, due diligence and financial analysis, including pro formas. Andrew led the marketing, analysis and disposition of \$20M worth of commercial land and property on behalf of the City of Irwindale as well as the development of a Long-Range Property Management Plan for commercial land and property on behalf of the City of El Monte.

**EDUCATION**

Master of Business Administration
Haas School of Business
Master of Arts in Urban Planning
University of California at Los Angeles
Bachelor of Architecture
California State Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS / CERTIFICATIONS

CA Licensed Real Estate Broker: License No: Walter A.
01963465 University of California at Berkeley,

JASON CHIANG / Associate

Jason Chiang provides project support and market research for a variety of multi-disciplinary economic development and real estate projects. Recent assignments include development of alternative funding mechanisms for the Northeast Los Angeles Riverfront Collaborative, feasibility studies for residential and mixed-use development, Affordable Housing program implementation, and providing redevelopment dissolution services as required by AB 26x1 and AB 1484. Has assisted in the drafting of staff reports, resolutions, ordinances, public hearing notices and related City, County or special district documents. Currently, provides relocation assistance services on behalf of Los Angeles World Airways (LAWA) to households displaced by the City's acquisition of property through the LAWA Voluntary Residential Acquisition and Relocation Program.

**EDUCATION**

Bachelor of Arts – Communication
University of Southern California
Minor – Business Administration
University of Southern California

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 8

SONIA SHURLOCK/ Senior Analyst

Sonia Shurlock provides a variety of real estate and project/program support services. Her legal background brings a unique perspective and experience to the real estate realm. Ms. Shurlock assists with drafting company responses to municipal and transit-oriented proposal requests. Reviews and organizes historical data for inclusion in long-range property management plans and drafts the final reports. Successfully led the process for Department of Finance approval of long-range property management plans on behalf of the cities of Santa Fe Springs and Coachella. Conducts marketing & financial research, review of ordinances & property-related contracts for acquisitions/transfers and prepares presentations for city council meeting. Provides relocation assistance services on behalf of Los Angeles World Airways (LAWA) to households displaced by the City's acquisition of property through the LAWA Voluntary Residential Acquisition and Relocation Program.



EDUCATION

Juris Doctor – Suffolk University Law School, Boston, MA
Justice Program at American University, Washington, DC
Bachelor of Arts – Political Science / Psychology
Mount St. Mary's College, Los Angeles, CA

Fluent in Spanish

LAUREN YONAI / Office Administrator-Research Assistant

Lauren Yonai coordinates Real Estate support services and implementation of related activities; planning and scheduling of projects, data assembly, and document preparation for private sector and public agencies. Assists with the preparation, coordination and submittal of proposals, SOQs and other RFP packages and other marketing efforts. Efficient research skills; obtains title and lien information, property-profiles, farming, and other back-up information. Proficient in Photoshop and PowerPoint. Currently, provides relocation assistance services on behalf of Los Angeles World Airways (LAWA) to households displaced by the City's acquisition of property through the LAWA Voluntary Residential Acquisition and Relocation Program.



EDUCATION

Bachelor of Business
Loyola Marymount University, Los Angeles

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 9

QUALIFICATIONS AND RELEVANT EXPERIENCE

Tierra West has a long standing relationship working with both public agencies and private entities throughout the Southern California region. The Firm excels in developer negotiations, acting as an adjunct to assist staff and legal counsel with drafting documents such as Exclusive Negotiation Agreements (ENA), Development Agreements (DA), Lease Agreements, Owner Participation Agreements (OPA), and Purchase and Sale Agreements (P&S). Tierra West is recognized for its proficiency in the preparation of project financial pro formas for potential post redevelopment projects, assisting agencies in determining the financial viability of a project and the degree of participation.

Our team regularly assists local leaders with the insightful analysis and vision required to make sound real estate/development decisions. Tierra West understands the simultaneous goals of preserving what makes a community unique while allowing for a proactive rethinking of urban resources such as land, infrastructure, open space, retail corridors and transportation nodes. Moreover Tierra West specializes in nurturing Public-Private Partnerships (P3s) centered in truly sustainable economic development and equitable stakeholder outreach. Tierra West has over 30 years of providing real estate and financial consulting services that will help guide the City of San Fernando into the future.

Tierra West understands that the City of San Fernando is seeking an independent consultant to assist the City's two (2) Councilmember Ad Hoc Committee with negotiations and preparation of Exclusive Negotiation Agreements (ENA) for City owned property. The City's real estate portfolio includes 12 surface parking lots ("City Assets") located in and near proximity of the central business district. These City Assets are being considered for strategic redevelopment that would optimize the properties' value while also maximizing potential community benefits generated from P3s. Services required by the City may include:

- Assist Ad Hoc Committee and Senior City Staff with real estate negotiations for the preparation of Exclusive Negotiation Agreement (ENA); optimizing the value of City Assets while also maximizing P3 relationships that generate a community benefit;
- Formulate recommendations for the development of City Assets based on ENA;
- Provide written briefing and/or oral communications to Ad Hoc Committee, City Council and City Senior Staff.

The following listing of project services demonstrate Tierra West' Staff having the required Knowledge and Skill Set being required by the City as those identified in the RFQ:

- Project Development Assistance
- Negotiations and Deal Structuring
- Real Estate and Land Use Evaluation
- Development Agreements: DDA, ENA, OPA
- Entitlement and Development Strategy
- Quantify City Revenue
- Public/Private Partnerships Options
- Project Benefits
- Meeting Coordination and Project Presentations

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 10

SELECTED PROJECTS

CITY OF BELL GARDENS -Bicycle Casino Club - Hotel and Event Center Expansion:

Provided financial structure, negotiations, financial analyses, and land lease drafting for a seventy (70) year long term lease between the City and the Bicycle Hotel & Casino expansion including the project administration of the environmental review process and lease Agreement for the hotel/convention



center / parking garage expansion project. Tierra West also provided financial structuring, negotiations, financial analyses for three (3) other land leases that were developed with community retail centers of approximately 300,000 square per center. The three (3) centers have created a destination location for the local community and generates a large sales tax component for the City. Currently, Tierra West is assisting the City in negotiating and selling the lease hold interests.

Entitlement and Development Strategy: *The Economic*

Analysis and strategic planning for a development agreement including CEQA review and report

Pro Forma Modeling: *Developed pro forma modeling for project projections and operational pro formas*

Quantify City Revenue: *Developed revenue financial analyses for project*

Public/Private Partnership Options: *Reviewed P3 structures, CDBG financing, IBank sources, tax sharing agreements*

Development Agreement: *drafted the agreement with Staff and City attorney*

Project Benefits: *Developed fiscal analyses for Casino expansion*

Project Development Assistance: *Worked closely with staff in implementing the \$150 million dollar development and audited costs at project completion*

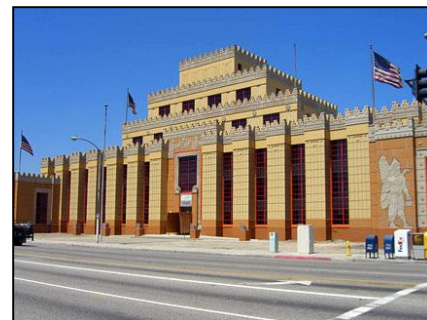
Project Presentations: *Presentations to City Council, staff and developer*

Meetings: *Attended developer negotiations, public meetings, Council and sub- committee meeting*

CITY OF COMMERCE-Citadel Outlet Expansions - Phase I and CITADEL Phase II

Citadel I: Disposition/Sale and Expansion of the Citadel mixed use project, including increasing the outlet center to 450,000 square feet, 70 new retailers, 300,000 square feet of office, 200 hotel rooms and increased project site by 10 acres.

Citadel II: Implementation services including, structuring, negotiations, consensus, due diligence, planning, valuation, council presentations, financial analysis, revenue analyses for the redevelopment of the existing casino and expansion.



CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 11

Entitlement and Development Strategy: *Environmental Impact Report*

Entitlement and Development Strategy: *The Economic Analysis and strategic planning preparing for a development agreement including Environmental Impact Report*

Pro Forma Modeling: *Developed pro forma modeling for project projections*

Quantify City Revenue: *Developed revenue financial analyses for project*

Public/Private Partnership Options: *Reviewed P3 structures, CDBG financing, IBank sources, tax sharing agreements*

Development Agreement: *drafted the agreement with Staff and City attorney*

Project Benefits: *Developed fiscal analyses for Outlet mall expansion*

Project Development Assistance: *Worked closely with staff in implementing the \$150 million dollar development and audited costs at project completion*

Project Presentations: *Presentations to City Council, staff and developer*

Meetings: *Attended developer negotiations, public meetings, Council and sub- committee meeting*



CITY OF DOWNEY - Hotel Analysis and Developer Agreement Negotiations

Tierra West was the real estate advisor and provided the initial market analysis of the location and feasibility of a hotel. Tierra West Prepared the RFP, analyzed the responses, assisted the City with proponent interviews and selection. Assisted City staff and selected developer on site schematics, layout and required City approvals. Implementation services included assisting with negotiations and development of a structure process and time line. These terms were the basis of the development agreement.

Entitlement and Development Strategy: *Identify the vision and goals of City and community*

Pro Forma Modeling: *Developed operating pro forma for the hotel*

Quantify City Revenue: *Developed revenue financial analyses and benefits for the City*

Public/Private Partnership Options: *Publicly owned property and private developer*

Project Benefits: *Developed fiscal analyses for higher density developments*

Project Presentations: *Power-point presentations to constituents City Council, and Council subcommittees*

Meetings: *Multiple negotiations meetings with City and developer*



CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 12

Promenade Development /NASA Development Site

Multiple Tax Sharing Agreements – Hotel Analysis and Negotiations

Promenade: Disposition/sale of the former NASA site for the Space Shuttle site and mixed use project, including big boxes, junior and small retail, hotel, office, medical office with a total build out of approximately 1.5 million feet, 50+new retailers, up to 300,000 sq. ft. of office, 200 hotel rooms.

Tax sharing and Hotel Agreements: *Implementation services including, structuring, negotiations, consensus, due diligence, planning, valuation, council presentations, financial analysis, revenue analyses for auto dealers, restaurants and hotels.*

Entitlement and Development Strategy: *The Economic Analysis and strategic planning preparing for a development agreement including Environmental Impact Report*

Pro Forma Modeling: *Developed pro forma modeling for project projections*

Quantify City Revenue: *Developed revenue financial analyses for project*

Public/Private Partnership Options: *Reviewed P3 structures, CDBG financing, IBank sources, tax sharing agreements*

Development Agreement: *Drafted with Staff and City attorney the agreement*

Project Benefits: *Developed fiscal analyses for site development and individual retailers*



Project Development Assistance: *Worked closely with staff in implementing the \$500 million dollar development and continued ongoing assistance on project components*

Project Presentations: *Multiple Presentations to City Council, staff and developer negotiations*

Meetings: *Attended developer negotiations, public meetings, Council meeting and sub- committee meetings*

KOREAN AMERICAN NATIONAL MUSEUM (KANM)-City of Los Angeles

Tierra West assisted KANM with the preparation of financial analysis report and the preparation of deal structuring documents and negotiations. This was a 170,000 square foot mixed-use Project and Tierra West assisted in identifying the financial benefits for the City, Museum and dynamic surrounding communities. Amenities included: KANM-expansion and upgrades, Retail Café, 103 Studio units-including affordable housing, state of the art under-ground parking, and landscaping throughout project.

Financial Pro forma: *Analysis itemizing in detail 1) development costs, 2) financial sources and uses, 3) revenue and operating expenses for both the Museum and multi-family components;*

Cash Flow Projections: *Create projected cash flow for the Project in order to itemize anticipated net that will go towards the Museum's operating expenses; In the event of any excess it will go to City;*

Report: *Prepare a report that summarizes the findings of the financial pro forma analyses, and also outlines the economic returns that will benefit the community;*

Lease Recommendations: *Prepare a recommendation of proposed terms for ground lease;*

Meetings: *Tierra West will be available to attend meetings as necessary. This includes Museum project team meetings, strategy meetings with City Staff, other governmental agencies and public meetings as needed.*

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 13

CITY OF LOS ANGELES- HUD-Northeast Los Angeles Riverfront Collaborative (NELA RC)

Tierra West acted as project manager and economic development advisors of the Northeast Los Angeles Riverfront Collaborative (NELA), working with the Department of Housing and Urban Development (HUD) and the City of Los Angeles Community Development Department (CDD) on a \$2.25 Million Community Planning Challenge grant. NELA is implementing the next step to further developing the 2007 L.A. River Master Plan. The ultimate goal is to cultivate a comprehensive approach linking land use plans and economic development strategies to support revitalization of the study areas of Atwater Village, Cypress Park, Elysian Valley, Glassell Park, Lincoln Heights.



Entitlement and Development Strategy: *Vision Plan, Road Map and Reviewed development strategies along the river community*

Pro Forma Modeling: *Developed pro forma modeling for 10 projects in the river communities*

Quantify City Revenue: *Developed revenue financial analyses for financing entities, joint ventures and other structures*

Project Benefits: *Developed fiscal analyses for higher density developments*

Project Presentations: *Power point presentations to constituents, City Council, Council subcommittees and private lenders and developers*

Meetings: *Organized and attended over 30 project public 'outreach' meetings*

CITY OF HUNTINGTON BEACH – The Strand

Mixed-Use: office uses, 140-room hotel, 120,000 sq. ft. retail, restaurant, and entertainment uses. Assigned staff assisted with preparing deal point memorandums, structuring and facilitating negotiation activities, assisting legal counsel with preparing agreement documents, attending closed session meetings with City Council to keep elected officials apprised of real estate dealings, coordinating presentation materials for Council and public meetings, preparing all necessary reports pursuant to California Law and providing services in the re-dedication of a public street within the project.



Entitlement and Development Strategy: *The Strand Economic Analysis of the Implementation agreement and Summary Report*

Entitlement and Development Strategy: *Project Analysis & Report*

Pro Forma Modeling: *Developed pro forma modeling for project projections*

Quantify City Revenue: *Developed revenue financial analyses for project*

Public/Private Partnership Options: *P3 tax sharing agreement between City and Private entity, EV5 financing*

Development Agreement: *Drafted the agreement with Staff and City attorney*

Project Benefits: *Developed fiscal analyses for mixed use development*

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 14

Project Development Assistance: *Worked closely with staff in implementing the \$150 million dollar development and audited costs at project completion*

Project Presentations: *Presentations to City Council, staff and developer*

Meetings: *Attended developer negotiations, public meetings, and Council and sub-committee meetings*

CITY OF ORANGE - TAX SHARING REPORTS - STADIUM NISSAN/ SC FUELS

Preparation of Tax Sharing Report(s) as a result of the City having finalized a Participation Agreement ("PA") with Stadium Nissan and SC Fuels which would provide for the incremental sharing of sales tax revenue over a term of twenty years under the City's Sales Tax Sharing Program. The Report was to be prepared in accordance with Section 3.46.030 of the City of Orange Municipal Code, for analysis of a sales tax sharing agreement between Stadium Nissan and the City and SC Fuels and the City. A Tax Sharing Report provides the fiscal analysis necessary to determine the current or projected revenue generated by an Applicant for a Sales Tax Sharing Agreement.

Entitlement and Development Strategy: *SC Fuels and Stadium Nissan Report & Analysis/Tax Sharing Reports*

Pro Forma Modeling: *Developed pro forma modeling for SC Fuels and Nissan projections*

Quantify City Revenue: *Developed revenue financial analyses for project*

Public/Private Partnership Options: *P3 tax sharing agreement between City and Private entity*

Project Benefits: *Developed fiscal analyses for dealership expansion*

Development Agreements: *Assisted in drafting language and developing structure*

Project Presentations: *Presentations to City Council, staff and developer*

Meetings: *Attended numerous meetings with staff and dealership*

CITY OF POMONA – City and Vehicle Parking District

Tierra West is providing the City and its Vehicle Parking District ("VPD") with real estate advisory support and asset management of 26 parking lots owned by the City/VPD. Tierra West has determined the opportunity to monetize some of the parking lots to provide adaptive reuse, community services and economic development. Tierra West is presently working on two (2) projects on City/VPD lots for commercial and residential developments. Tierra West is currently negotiating a development agreement with the commercial developer.

Entitlement and Development Strategy: *The Economic Analysis and strategic planning preparing for a development agreement*

Pro Forma Modeling: *Developed pro forma modeling for project projections*

Quantify City Revenue: *Developed revenue financial analyses for project*

Public/Private Partnership Options: *Reviewed P3 structures, tax sharing agreements*

Development Agreement: *Drafting the agreement with Staff and City attorney*

Project Benefits: *Developed fiscal analyses*

Project Presentations: *Presentations to City Council, staff and developer*

Meetings: *Attended developer negotiations, public meetings, Council meeting and sub- committee meetings.*

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 15

CITY OF SANTA MONICA - 32 Unit Residential Housing/1112 Pico Blvd

Review of a proposed development program; the analysis compares the 32-unit proposed build out of a multi-family residential project versus a project that would be constructed based on the maximum allowable units under the current zoning code. The analysis was to include the following components:

1. Zoning Alternative Analysis: Economic analysis of 1112 Pico Boulevard
2. Value Enhancement Analysis Economic analysis of 1112 Pico Boulevard
3. Fiscal Impact Analysis Economic analysis of 1112 Pico Boulevard

Entitlement and Development Strategy: *The Economic Analysis and strategic planning preparing for a development agreement, Environmental Impact Report and affordable housing elements*

Pro Forma Modeling: *Developed pro forma modeling for project projections*

Quantify City Revenue: *Developed revenue financial analyses for project and fiscal impacts*

Public/Private Partnership Options: *Reviewed private financing and public benefits*

Development Agreement: *Drafted the agreement with Staff and City attorney*

Project Benefits: *Developed fiscal analyses for housing and community benefits*

Project Development Assistance: *Worked closely with staff in implementing the \$15 million dollar development*

Project Presentations: *Presentations to Planning Commission, City Council, staff and developer*

Meetings: *Attended developer negotiations, public meetings, Council meeting and sub- committee meetings*

REFERENCES

CITY OF COMMERCE 6

Mr. Vilko Domic, Finance Director – vilkod@ci.commerce.ca.us (323) 722-4805

CITY OF DOWNEY

Mr. Gilbert Livas, City Manager – glivas@downeyca.org (562) 904-7282

Mr. Aldo Schindler, Community Developer Director – aschindler@downeyca.org

HUD AND THE CITY OF LOS ANGELES

Gerardo Ruvalcaba, Strategic Planning and Research – Gerardo.ruvalcaba@lacity.org (213) 744-7233

CITY OF GARDEN GROVE

Lisa Kim – Community and Economic Development Dir. -lisak@ci.garden-grove.ca.us (714) 741-5100

CITY OF HUNTINGTON BEACH

Kellee Fritzel, Deputy Director of Economic Development – kfritzel@surcity-hb.org (714) 536-3530

KOREAN AMERICAN NATIONAL MUSEUM-CITY OF LOS ANGELES

Shinae Yoon, Executive Director - Shinae@KANMuseum.org (213) 388-4229

CITY OF POMONA

Kirk Pelsner, Deputy City Manager KIRK_PELSER@CI.POMONA.CA.US (909)620-2363

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 16

PROFESSIONAL FEE SCHEDULE - 2018

Classification	Rate
Principal	\$195
Principal/Director	\$180
Senior Associate	\$160
Associate	\$140
Senior Analyst	\$115
Analyst	\$105
Research Analyst/Administrator	\$85
Word Processor	\$65
Clerical	\$60
Reimbursables	Cost plus 10%

There will be no charge or reimbursement claims for telephone and or fax calls, postage, mileage, parking, and incidental photocopies. We do, however, charge for additional insured certificates, messenger services, overnight mail costs, and copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged at actual expense plus a 10% surcharge.

Interim staffing hourly rates for staff located at the client's location will be adjusted based upon the hours and specific tasks identified. Generally these assignments assume 20 hours a week or more and include approximately a 20% reduction in the stated hourly rates above. Invoices will be issued monthly and are payable upon receipt, unless otherwise agreed upon in advance. Billing includes detail of hourly work done by individual staff members. Invoices will identify tasks completed to date, hours expended and the hourly rate.

ADDITIONAL PROJECTS

CITY OF BELL GARDENS-Bicycle Casino Club-Hotel and Event Center Expansion

Land Leases/Land Sale/P3s/Valuations

City owned Parking lot reuse valuation for land lease; financial projections of cost and return on investment, pro forma, revenue comparison of long and short term lease. Land lease negotiations with developer and Transactional Structuring. Provide Broker Opinions of Value (BOV) for City facilities and land lease sales. Currently negotiating a sale of several multi-million dollar land leases to third parties

DEPARTMENT OF GENERAL SERVICES (DGS)-Real Estate Economist Services

P3/Land Valuation/Land Lease/Real Estate Economics

Tierra West assisted DGS with real estate economics and services to analyze the financial feasibility of a 20 acre multiple-family housing development that will provide both market rate housing as well as subsidized affordable housing for developmentally disabled individuals. Financial analyses included developing project pro formas for development costs and develop both market land value and residual land value within the context of adhering to prevailing wage requirements and required development guidelines set forth by Senate Bill 82. Included in the overall analysis and determination to proceed was a market analysis of the current market conditions for multi-family residential units in

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 17

Orange County. The combined analyses of the 20 acres at the Fairview Development Center ("FDC Site") allowed Tierra West to determine land value based at a price that would permit the development of market rate and affordable housing.

**CITY OF DOWNEY-Downey Car Dealership
P3/Negotiations/Operational Pro Forma/Market Research**

Tierra West was commissioned by the City of Downey to analyze several new car dealerships and a recreational vehicle dealership. Services for each of these assignments included site analysis, market research of the value of vehicles sales monthly and annually, operating costs, market comparison for rental rates and land value. The information developed for each of the assignments allowed for the determination of the need for GAP financing. The new dealerships were analyzed from both a real estate economics pro forma as well as operational pro formas. This allowed for a larger macroscopic overview of the projects and needs.

**Downey AB562
Negotiations/Analysis/Advice**

Tierra West was retained by the City to review several projects that requested financial assistance from the City's general fund. With the elimination of Redevelopment, all local cities are faced with the lack of a funding source for economic development. Governor Brown, recognizing this lack of funding for economic development supported Assembly Bill 562. This bill allows local jurisdictions to provide general fund revenues for economic development purposes. Pursuant to AB562, Tierra West has provided financial analyses, real estate proformas, developer negotiations on terms and justification of financial assistance, agreement development and financial report as required by the statute.

**CITY OF FULLERTON- Amerige Court
Market and Affordable Housing/P3s/Valuations**

Tierra West Advisors, prepared a deal structure based on a pro forma model for the Amerige Court Mix-Use Development. The site is 1.15 Acres of City controlled land that functioned as a parking lot owned by the Fullerton Redevelopment Agency in Downtown Fullerton. The Project contemplated 124 market rate rental housing units and 9,700 SQFT of retail with 376 parking spaces to service the residential and commercial uses of the Project and replaces currently available public parking.

**CITY OF LOS ANGELES
Land Lease/Real Estate Disposition/P3s**

Assisted City and Parking District on establishing a Community Facility District (CFD) and subsequent issuance of bond. CFD assessed surrounding properties, including adjacent parking lots, to offset cost of long term improvements of Pershing Square.

CITY OF SAN FERNANDO
PROFFESIONAL CONSULTING SERVICES TO
SUPPORT REAL ESTATE NEGOTIATIONS / 18

CITY OF LYNWOOD-Northgate Market

Contamination/Remediation/Negotiations/Project Program/Marketing

Tierra West has provided project management support for a future 55,000 square foot Market with ancillary retail. Services have included research, environmental review and management of the cleanup of the site for development of a market, assemblage oversight, and relocation of commercial and residential tenants. In addition to the project management, Tierra West has provided real estate economics, project proformas, development agreement negotiations and ongoing project support.

- Disposition/Sale and Expansion of Northgate market chain
- Approximately a 7 acre contaminated site; project plans include a 50,000 sq. foot market & 2 outlying retail pads.
- Implementation services including, structuring, negotiations, consensus, due diligence, planning, valuation, council presentations, financial analysis, revenue analyses for the redevelopment of the existing casino and expansion.
- Entitlement and Development Strategy: The Economic Analysis and strategic planning preparing for a development agreement
- Pro Forma Modeling: Developed pro forma modeling for project projections
- Quantify City Revenue: Developed revenue financial analyses for project
- Public/Private Partnership Options: Reviewed P3 structures, financial structuring, State environment clean-up fund, tax sharing agreements
- Development Agreement: drafting the agreement with Staff and City attorney
- Project Benefits: Developed fiscal analyses for Outlet mall expansion
- Project Development Assistance: Working closely with staff in implementing the \$150 million dollar development and audited costs at project completion
- Project Presentations: Presentations to City Council, staff and developer
- Meetings: managing developer negotiations, public meetings, Council and sub-committee meeting

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: September 17, 2018

Subject: Presentation of Measure "A" Annual Report

RECOMMENDATION:

It is recommended that the City Council receive and file the 2018 Annual Report on the collection, management, and expenditure of Measure "A" as required by the City Code.

BACKGROUND:

1. On June 4, 2013, San Fernando voters approved a temporary ½ cent Transaction and Use Tax (Measure "A"), effective October 1, 2013 and terminating October 1, 2020.
2. Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A funds prior to October 1st each year.
3. The San Fernando City Code also requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document.

ANALYSIS:

The City received \$2,663,298 in Measure A funds in Fiscal Year (FY) 2017-2018, which is an increase from FY 2016-2017 of \$199,011, or (8.1%). A full analysis can be found in the *Annual Report – Measure A: ½ Cent Transaction and Use Tax*, which is included as Attachment "A" to this agenda item. The report will also be available on the City's website (www.sfcity.org) after September 17, 2018 under the Financial Documents section of the Finance Department page.

Since the October 1, 2013, Measure A has raised a total of \$10,783,280 and is projected to raise an additional \$5 million before it expires on October 1, 2020. The funds raised by Measure A have been used to implement the City's Deficit Elimination Plan. Consequently, the City's General Fund Deficit has been decreased from (\$5.7 million) at the close of FY 2013-2014 to an

Presentation of Measure “A” Annual ReportPage 2 of 2

estimated deficit of less than (\$500,000) at the close of FY 2017-2018. Additionally, Measure A funds have been used to establish reserves in the Self Insurance and Equipment Replacement Funds, enhance public safety through investment in new vehicles and equipment, address deferred maintenance of streets and sidewalks, and maximize output from existing staff resources through training and professional development.

As noted, Measure A was initially approved by voters to sunset in 2020. The City has been responsible and fiscally prudent with Measure A funds, as demonstrated through this Annual Report, and has been very transparent about the planned use of Measure A revenues each year through the budget process. Since FY 2014-2015, the City Manager’s Budget Message in the Proposed and Adopted Budgets clearly identify how Measure A revenues will be spent each year.

The sunset of Measure A in 2020 will leave a significant gap in revenues just as the City is starts to build a solid financial base. In order to continue on the path toward true financial stability with a healthy General Fund reserve to weather financial downturns, dedicated resources to replace public safety and public works vehicles and equipment, reserves in the Self Insurance Fund to protect the General Fund from the impact of economic contraction or a large lawsuit, and funds to continue the annual residential street paving program, the City Council has placed a measure on the November 6, 2018 ballot (also called Measure “A”) asking San Fernando voters to extend the transaction tax beyond 2020.

BUDGET IMPACT:

Measure A generated \$2,663,298 in FY 2017-2018 and is projected to raise \$2,450,000 in FY 2018-2019. The projected reduction is the result of the loss of a large retailer in town, as well as an adjustment to remove one-time funds received in FY 2017-2018 resulting from a change in the State’s methodology for remitting sales tax revenue to cities.

CONCLUSION:

Measure A has been instrumental to stabilizing the City’s finances since its passage in 2013. Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

ATTACHMENTS:

- A. Annual Report – Measure A: San Fernando’s ½ Cent Transaction and Use Tax
- B. PowerPoint Presentation



MEMORANDUM

September 18, 2017

**Measure A: ½ Cent Transaction & Use Tax
2017 Annual Report**

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.

This report is being presented in accordance with the City Code.

Executive Summary:

The City received \$2,663,298 in Measure A funds in Fiscal Year 2017-2018, which is an increase of \$199,011, or 8.1%, from Fiscal Year 2016-2017.

Revenues raised through the Transaction Tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) paying off existing debt, 3) eliminating recurring deficit fund balances in Grant and other Special Revenue funds, 4) increase public safety by replacing outdated vehicles and equipment, 5) replacing and updating outdated computer hardware, software and telecommunications systems, and 6) funding capital projects to reduce the City's deferred maintenance backlog.

A preliminary review of the City's finances for Fiscal Year 2017-2018 indicates that there will be a surplus in the General Fund¹. In accordance with the identified critical needs, the surplus will be used to reduce the General Fund deficit fund balance, which ended Fiscal Year 2016-2017 with a (\$1,475,366) deficit fund balance. Continued annual surpluses will be necessary to eliminate all deficit fund balances, build healthy fund reserves, and address the City's many critical one-time needs.

¹ The estimated General Fund surplus is a preliminary, pre-audit estimate and is subject to change during the annual independent audit.

Measure A: ½ Cent Transaction & Use Tax – 2018 Annual Report

Page 2 of 7

Voters insisted there be accountability for the use of these revenues by including a requirement for an Annual Report to be presented at a public meeting. As evidenced in this report, the City Council and City staff have worked diligently to ensure that Measure A revenues are being collected, managed, and expended responsibly and in a manner consistent with the communities' goals.

Revenues raised through Measure A have been critical to cover the short-term operating budget deficit, pay down debt, establish reserves, and fund key one-time enhancements. Since voter approval of Measure A in 2013, the deficit fund balance in the General Fund has decreased from (\$5.7 million) in fiscal year 2013-2014 to a projected deficit of less than (\$500,000) by the end of fiscal year 2017-2018. The City has also used Measure A to improve public safety through the purchase of new police vehicles and Mobile Data Terminals; fund key infrastructure improvements including the annual street paving program, Brand Boulevard Median project, and upcoming Glenoaks Blvd resurfacing project; replace the City's outdated IT network; and fund a number of park facility upgrades.

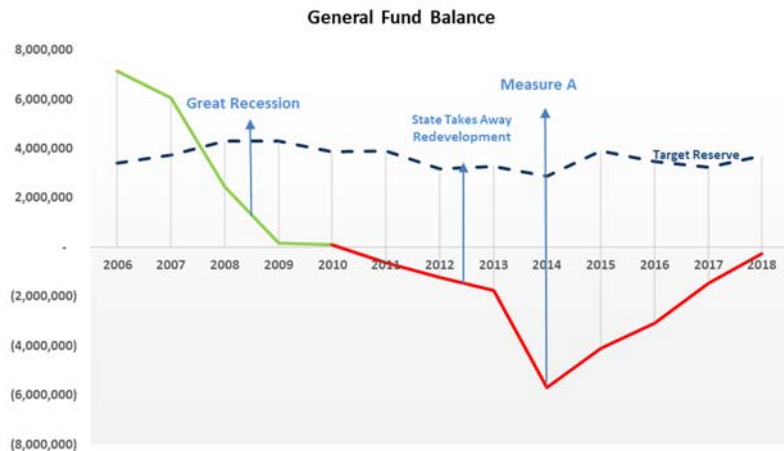
Unfortunately, Measure A will sunset in October 2020 and if it is not extended or replaced with another on-going revenue source, the City will be back on tenuous fiscal ground.

Measure A: ½ Cent Transaction & Use Tax – 2018 Annual Report

Page 3 of 7

Background:

Since 2005, the City's financial position has changed significantly. The General Fund, which pays for police, fire, recreation and public works services, experienced a dramatic decrease in the amount of money available to provide services. The City's reserves fell from \$7.1 million in 2006 to a negative (\$5.7 million) in 2014.



The dramatic reduction was the result of a perfect storm as the City's expenditures on services began to increase (e.g. the San Fernando Regional Pool, Los Angeles Fire Department contract, and other projects added significant ongoing operations and maintenance costs) just before the onset of the "Great Recession" in 2007. Additionally, the State of California eliminated local redevelopment funding in 2012, which the City used to make infrastructure improvements and fund economic development programs.

To remain solvent, the City implemented layoffs and furloughs, eliminated vacant positions, reduced employee benefits, discontinued retiree medical benefits for new employees, reduced department budgets, and renegotiated the contract with Los Angeles Fire Department. City employment was reduced from 160 in 2008 to 128 in 2017 (20% reduction). The number of sworn Police Officers was reduced from 37 in 2008 to 31 in 2017 (16% reduction).

In FY 2012-2013, the City declared a fiscal emergency and held a special election on June 4, 2013 for the San Fernando electorate to vote on a temporary one-half (½) cent Transaction and Use Tax ("Tax"). The "City Services Emergency Protection Measure" (Measure A) was approved by sixty percent (60%) of voters. The increased Transaction Tax rate went into effect on October 1, 2013 and is set to expire on October 1, 2020.

Without the revenues generated by Measure A, the City would have struggled to stay out of bankruptcy. In 2013, the City's auditors expressed their concern regarding the City's ability to continue operate and carry out its financial commitments, obligations and objectives.

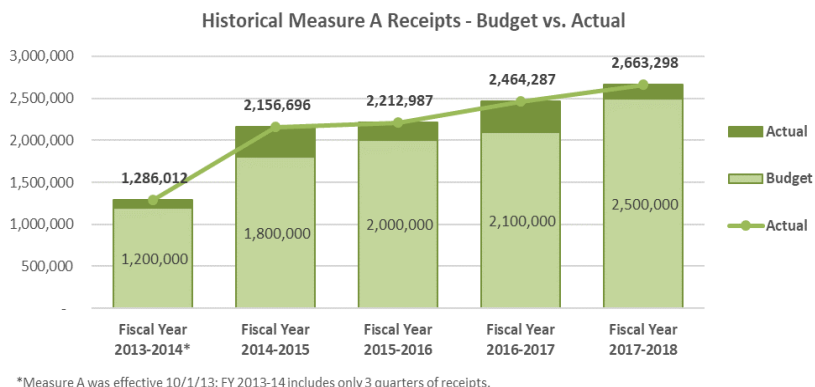
Measure A: ½ Cent Transaction & Use Tax – 2018 Annual Report

Page 4 of 7

Collection:

The City began collecting a ½ cent Transaction Tax on applicable transactions in San Fernando on October 1, 2013.

Below are a few key statistics related to the collection of the Tax:



- FY 2017-18 estimated Tax receipts were \$2,500,000.
- Despite losing a major retailer more than mid-way through the year, FY 2017-18 actual Tax receipts were \$2,663,298. This is due primarily to a change in distribution methodology by California Department of Tax and Fee Administration (CDTFA) to accommodate a new Enterprise Resource Management Software System.
- Since October 1, 2013, Measure A has generated \$10,783,280 in additional revenue.
- The Sales Tax to Transaction Tax ratio, a key metric for measuring local business compliance with the Tax, was 56.7% for Fiscal Year 2017-2018. Since the City Sales Tax is 1.0% and the Transaction tax is 0.5%, a Sales Tax to Transaction Tax ratio of 50% or greater indicates high compliance by local businesses with Measure A. Consequently, it appears that local businesses are complying with and collecting the Tax.

The Tax is collected and administered by the California Department of Tax and Fee Administration (CDTFA), formerly collected and administered by the Board of Equalization. CDTFA remits Measure A collections to the City Treasurer on a monthly basis. The CDTFA charges approximately \$27,000 per year for tax administration services.

The City contracts with Hinderliter, de Llamas & Associates (HdL) to monitor Tax receipts to identify, correct, and recover allocation errors and prepare the necessary case submittal documents with the CDTFA. This ensures that the City is maximizing collections and receipts are properly allocated to the City by the CDTFA.

Management:

In order to track Measure A revenue, the City Treasurer records receipts in a special account number on the City's General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

The planned use of Measure A funds is clearly identified through the annual budget process and in the City Manager's Budget Message. All current and prior Annual Reports and Budget

Measure A: ½ Cent Transaction & Use Tax – 2018 Annual Report

Page 5 of 7

documents are posted on the City's website (www.sfcity.org) under the Financial Documents section of the Finance Department page.

Measure A revenues are budgeted and recorded in a separate account in the City's General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

Lastly, City staff conducts quarterly meetings with a consultant to review Sales and Transaction Tax receipts in detail. This provides staff with valuable information on the health of the local economy, various business sectors, and individual companies by reviewing their quarterly sales tax reports. It also gives staff an opportunity to make the consultant aware of new businesses opening in the City so staff can ensure compliance with Measure A.

A quarterly newsletter providing Sales and Transaction Tax information pertinent to San Fernando is posted on the City's website (www.sfcity.org) under the Financial Documents section of the Finance Department page.

Expenditure:

Measure A was approved as a general tax, which means that it can be used for any general governmental purpose. However, since it is a temporary tax set to sunset in 2020, the City appropriates a majority of Measure A funds on non-recurring expenditures.

For FY 2017-2018, Measure A funds were used for the following:

<u>Repayment of Debt</u>		<u>One-Time Enhancements (cont.)</u>	
To Retirement Fund	200,000	Implement City Council Priorities	35,375
To Sewer Fund	50,000	Upgrade Permitting Software	30,000
To Water Fund	50,000	Additional street maint materials	20,000
	300,000	Additional staff training	23,000
			238,375
<u>Establish Reserves</u>			
Self-Insurance Fund	320,000	Deficit reduction	1,269,567
Equipment Replacement Fund	91,000	Subsidize Street Lighting District	50,000
Facility Capital Funds	75,000	Cover operating deficit	319,356
	486,000		1,638,923
<u>One-Time Enhancements</u>			
Replace 2 Police Patrol Units	80,000		
Replace 1 Street Maint. Truck	50,000		
		Total Measure A funds:	\$2,663,298

The table above illustrates that a majority of Measure A expenditures are appropriated toward repaying debt, establishing a "rainy day reserve" in critical funds, upgrading equipment and staff knowledge to enhance service, and reducing the City's deficit.

Measure A: ½ Cent Transaction & Use Tax – 2017 Annual Report

Page 6 of 7

Deficit Elimination Plan:

In FY 2013-2014, the City Council began the development and implementation of a multi-year Deficit Elimination Plan. The Deficit Elimination Plan aims to pay off debt, reduce ongoing expenditures and increase ongoing revenue. Revenues raised through Measure A have been critical to implementing the City's Deficit Elimination Plan.

The City's General Fund has been in a deficit fund balance position since Fiscal Year 2010-2011. To address the deficit, the City took a number of steps to stabilize ongoing finances, including implementing layoffs and furloughs, eliminating vacant positions, reducing programs and services, and reducing training and professional development opportunities for City staff. Many of these actions were short-term fixes that were necessary to remain solvent, but were not sustainable for the organization over the long-term.

In addition to short-term actions identified above, the City has taken a number of longer-term actions since the passage of Measure A to address the City's deficit and improve long-term financial stability, including:

- Renegotiated the Fire and Emergency Services contract with the Los Angeles Fire Department to reduce the City's ongoing annual cost without reducing service (saved more than \$500,000/year).
- Transferred operational and financial responsibility of the San Fernando Regional Pool to the County of Los Angeles through a lease of up to 55 years (saved more than \$500,000/year).
- Reduced retiree health benefits to the statutory minimum for new employees to decrease the City's retiree health (OPEB) liability (significant long-term savings).
- Sold surplus land and used the land sale proceeds to reduce the General Fund deficit (generated \$1 million in proceeds).
- Developed a five-year General Fund projection to improve long-term decision making.
- Adopted a Development Agreement Ordinance to provide additional tools to increase economic development efforts and diversify the tax base.
- Re-established reserves for the Self-Insurance and Equipment Replacement Funds (more than \$1 million in reserve to protect against large lawsuits).

Measure A: ½ Cent Transaction & Use Tax – 2017 Annual Report

Page 7 of 7

- Updated user fees, development fees, cost allocation calculations to ensure an appropriate cost recovery for City services (more than \$500,000/year in projected ongoing revenue).
- Updated the City's long term financial planning policies, including budget, purchasing, debt management, grant management, investment, and reserve policies, with an emphasis on creating long term fiscal sustainability.

Despite the progress that has been made since 2013, the expiration of Measure A in 2020 will leave a significant gap in revenue just as the City is starting to build a solid financial base. Without a new revenue source, the City will be living "paycheck-to-paycheck" and be financially vulnerable to slight economic downturns, lawsuits, and long term pension liabilities. The City will also be unable to pave streets, repair recreation facilities, or replace police vehicles and equipment with any regularity.





LEGAL REQUIREMENT

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.

MEASURE A: ANNUAL REPORT



BACKGROUND

HOW DID THE CITY GET IN THIS FINANCIAL SITUATION?

MEASURE A: ANNUAL REPORT



PERFECT STORM

Chain of events created a “Perfect Storm” and caused a dramatic reduction in General Fund between FY 2005-06 and FY 2013-2014:

1. City over-extended itself in expenditures (regional pool, LAFD contract and other projects added significant M&O costs).
2. Reduction in revenues due to “Great Recession” (December 2007 – June 2009*)

*As determined by the National Bureau of Economic Research. June 2009 marked the bottom of the recession, at which time the economy stagnated and stopped contracting. However, the economy did not start to rebound until after 2012.

MEASURE A: ANNUAL REPORT

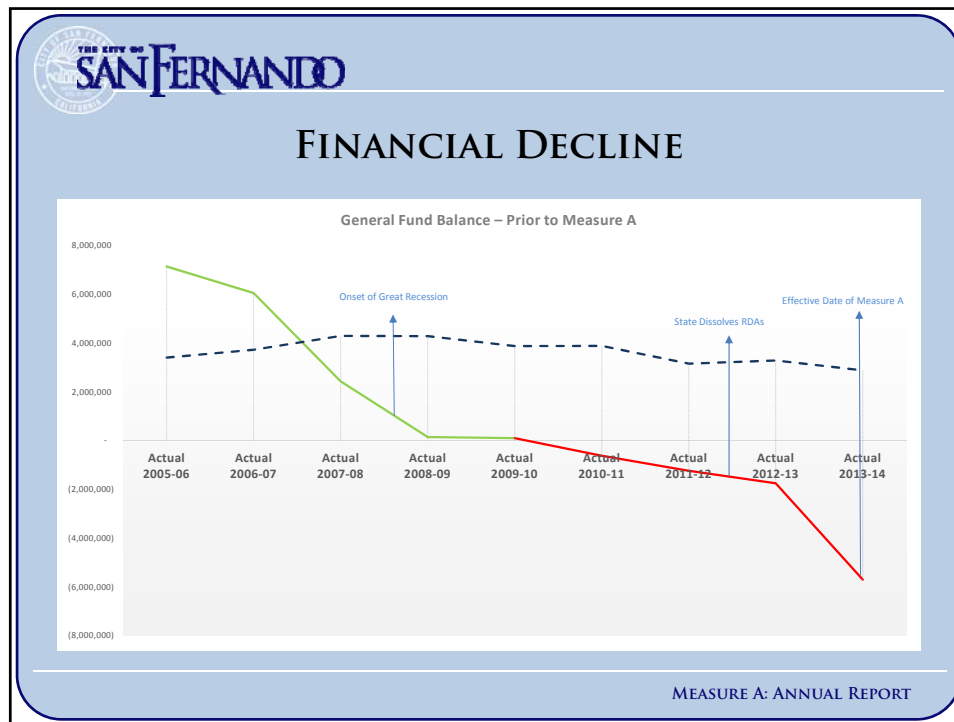


PERFECT STORM

Chain of events created a “Perfect Storm” and caused a dramatic reduction in General Fund between FY 2005-06 and FY 2013-2014:

3. Further reduction in revenues due to elimination of redevelopment agencies (January 2012).

MEASURE A: ANNUAL REPORT



THE CITY OF SAN FERNANDO

CITY'S RESPONSE TO FINANCIAL CRISIS

Short-term:

- Eliminated vacant positions, reduced employee benefits, implemented layoffs and furloughs, reduced training and professional development budgets.
- Renegotiated LAFD contract and lease Regional Pool operations to LA County.
- Sold surplus property to pay off debt
- Declared fiscal emergency and held a special election on June 4, 2013 to vote on a temporary ½ cent sales tax measure to raise revenue (approved by 60%)

MEASURE A: ANNUAL REPORT



CITY'S RESPONSE TO FINANCIAL CRISIS

Long-term:

- Developed and implemented a Deficit Elimination Plan to pay off debt, reduce ongoing expenditures and increase ongoing revenue

MEASURE A: ANNUAL REPORT




CITY'S RESPONSE TO FINANCIAL CRISIS

- The number of total **City employees** has been reduced from 160 in 2008 to 128 in 2018 (-20%)
- The number of sworn **Police Officers** has been reduced from 37 in 2008 to 31 in 2018 (-16%)
- The number of **Public Works employees** has been reduced from 47 in 2008 to 34 in 2018 (-28%)
- **Population** of San Fernando has increased from 23,627 in 2008 to 24,714 in 2017 (+4.6%)*


*(US Census Bureau; https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml?src=bkmk)

MEASURE A: ANNUAL REPORT



HOW HAVE THE TAX FUNDS BEEN MANAGED?


MEASURE A: ANNUAL REPORT



RESPONSIBLE STEWARDS OF MEASURE A

- **A Measure A Annual Report is presented to City Council for Public Review**
 - The Annual Report identifies how Measure A funds were spent in the prior year
- **The City Manager's Budget Message in the Adopted Budgets clearly identifies the plan for spending Measure A revenues each year**


MEASURE A: ANNUAL REPORT



RESPONSIBLE STEWARDS OF MEASURE A

- **Quarterly review of receipts by firm that specializes in monitoring auditing tax receipts (HdL Company)**
 - Assist in identifying, correcting, and recovering allocation errors and submit case documents with BOE

MEASURE A: ANNUAL REPORT



RESPONSIBLE STEWARDS OF MEASURE A

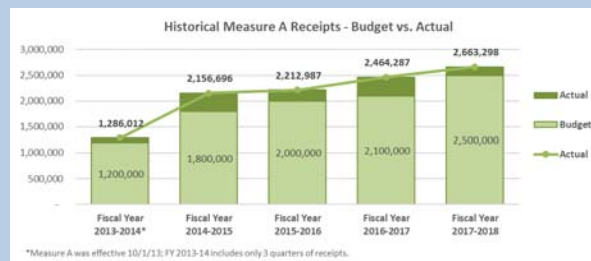
- **Measure A Annual Reports, Budget documents and Quarterly Sales Tax information available on City's website (www.sfcity.org)**
 - Under Financial Documents section on Finance Department Page

MEASURE A: ANNUAL REPORT



HOW MUCH HAS BEEN COLLECTED?

- Since October 1, 2013, Measure A has generated \$10.6 million in additional revenue
- Projected to raise almost \$5 million over the remaining 2 years



MEASURE A: ANNUAL REPORT



HOW HAVE THE TAX FUNDS BEEN USED?

MEASURE A: ANNUAL REPORT



SAN FERNANDO

PAY OFF DEBT & ELIMINATE DEFICIT

Since passage of Measure A, the City made progress on the following debt:

- Reduced General Fund Deficit from **(\$5,693,905)** on 6/30/2014 and is estimated to be less than **(\$500,000)** as of 6/30/2018.
- Fully repaid Section 108 Loan for Pool: \$613,000
- Fully repaid California Housing Finance Agency loan: \$692,000

MEASURE A: ANNUAL REPORT



SAN FERNANDO

PAY OFF DEBT & ELIMINATE DEFICIT

Since passage of Measure A, the City made progress on the following debt:

- Reduced loan from Water/Sewer for Las Palmas Improvements by \$433,444
- Reduced advance from Retirement Fund by \$880,690

MEASURE A: ANNUAL REPORT



CAPITAL PROJECTS AND CAPITAL EQUIPMENT

The City has used Measure A funds to partially fund the following projects:

- Resurface 5+ miles of streets including: Alexander Street, Huntington Street, Library Street, and San Fernando Road
- Brand Boulevard Median Project to create notable entrance to City
- Upcoming Glenoaks Boulevard Resurfacing Project
- San Fernando Park Facility and Tot Lot Improvements

MEASURE A: ANNUAL REPORT




CAPITAL PROJECTS AND CAPITAL EQUIPMENT

The City has used Measure A funds to partially fund the following projects:

- Replaced 10 police patrol vehicles and upgraded all in-car computers
- Purchase a new utility truck for Street Maintenance

MEASURE A: ANNUAL REPORT



ESTABLISH RESERVES

Since passage of Measure A, the City has increased reserves


General Fund

- Increased liquidity from \$280,000 on 6/30/2013 to \$3.2 million on 6/30/2018 (unaudited)

Self-Insurance Fund

- Established \$1.1 million reserve

MEASURE A: ANNUAL REPORT



ESTABLISH RESERVES

Since passage of Measure A, the City has increased reserves

Equipment Replacement Fund

- Accumulated \$580,000 to pre-fund future replacements

Facility Maintenance Fund

- Accumulated \$160,000 to fund facility maintenance

MEASURE A: ANNUAL REPORT



REPLACE OUTDATED TECHNOLOGY

Since passage of Measure A, the City has increased efficiency and safety:

- Updated the City's technology backbone, including servers, routers, switches and computers to retire equipment vulnerable to security breaches (\$100,000)
- Replaced the mobile data terminals in police vehicles (\$120,000)

MEASURE A: ANNUAL REPORT



COVER OPERATING DEFICIT

Since passage of Measure A, the City has decreased the General Fund's budgeted operating deficit:

- Ongoing expenditures exceeded ongoing revenues by \$1.5 million in FY 2013-2014
- Ongoing expenditures exceed ongoing revenues by \$320,000 in FY 2017-2018

MEASURE A: ANNUAL REPORT



THE CITY OF
SAN FERNANDO

EXPENDITURE

In FY 2017-2018, Measure A funds were used for:

<i>Repayment of Debt</i>		<i>One-time Enhancements (cont.)</i>	
Repay Retirement Fund	200,000	Upgrade Permitting Software	30,000
Repay Sewer Fund	50,000	Additional street maint materials	20,000
Repay Water Fund	50,000	Additional staff training	23,000
	300,000	Implement City Council Priorities	35,375
			238,375
<i>Establish Reserves</i>			
Self Insurance Fund	320,000		
Equipment Replacement	91,000	Deficit reduction	1,269,567
Facility Capital Fund	75,000	Subsidize Street Lighting District	50,000
	486,000	Cover operating deficit	319,356
			1,638,923
<i>One-time Enhancements</i>			
Replace 2 Police Patrol Units	80,000		
Replace 1 Street Maint. Truck	50,000		
		Total Measure A Uses	2,663,298

MEASURE A: ANNUAL REPORT



THE CITY OF
SAN FERNANDO

DEFICIT REDUCTION PLAN

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit

Since passage of Measure A, the City has:

- Renegotiated the Fire Services contract with LAFD (saved more than \$500,000/year).
- Transferred pool operations to LA County (saved more than \$500,000/year)
- Restructured future retiree health benefits to statutory minimum to decrease the City's liability (significant long-term savings)

MEASURE A: ANNUAL REPORT



THE CITY OF
SAN FERNANDO

DEFICIT REDUCTION PLAN

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit

Since passage of Measure A, the City has:

- Sold surplus land to reduce the City's deficit (\$1 million in proceeds)
- Developed a five-year General Fund projection to improve long term decision making
- Adopted a Development Agreement Ordinance to increase economic development tools and diversify the tax base

MEASURE A: ANNUAL REPORT



THE CITY OF
SAN FERNANDO

DEFICIT REDUCTION PLAN

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit

Since passage of Measure A, the City has:

- Updating user fees, development fees and cost allocation plan (more than \$500,000 per year in projected ongoing revenue)
- Continue to explore opportunities to partner with private sector firms to provide efficient, quality services

MEASURE A: ANNUAL REPORT



DEFICIT REDUCTION PLAN

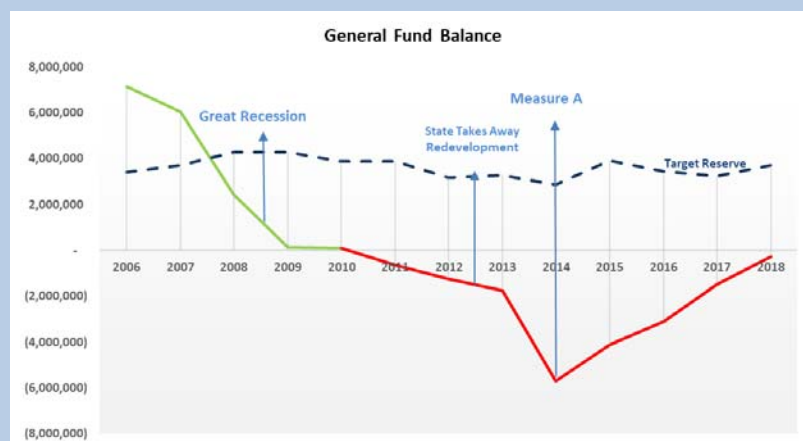
FY 2018-2019 Budget includes funding for the following one-time deficit reduction items:

- Continue to repay internal debt (\$300,000)
- Continue to accumulate Self Insurance and Equipment Replacement reserves (\$427,225)
- Further reduce General Fund deficit (\$400,000)
- Additional Street Maintenance Resources (\$55,000)
- Additional Public Safety Resources (\$112,000)
- Upgrade network backbone and software (\$45,000)

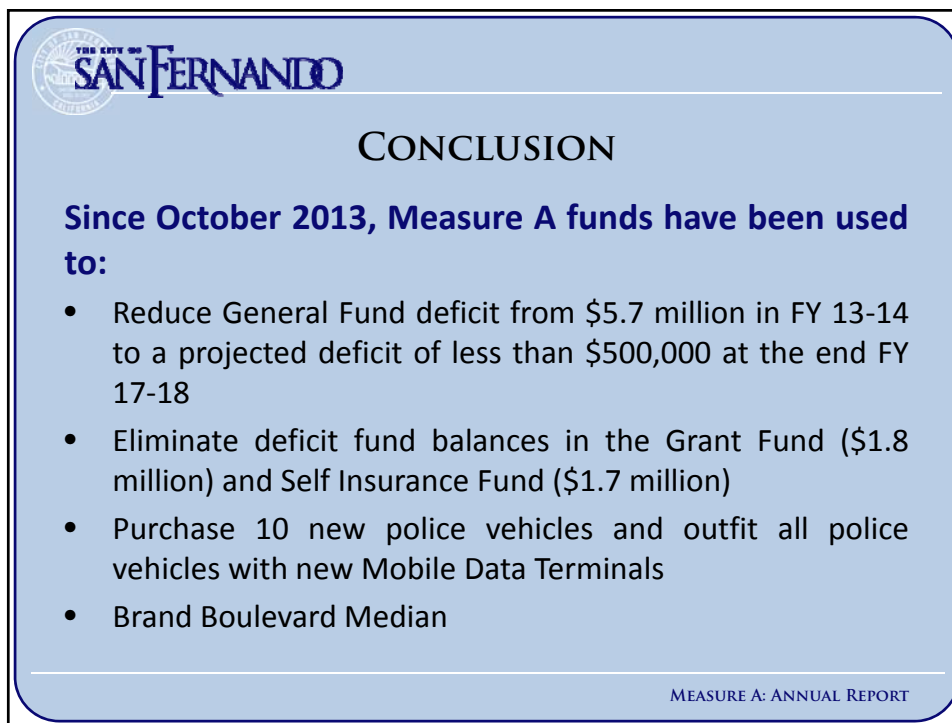
MEASURE A: ANNUAL REPORT



DEFICIT FORECAST



MEASURE A: ANNUAL REPORT





CONCLUSION

Since October 2013, Measure A funds have been used to:

- Replace outdated network hardware and security
- Park Facility Upgrades

MEASURE A: ANNUAL REPORT



MORAL OF THE STORY

- **The expiration of Measure A in 2020 will leave a significant gap in revenues just as the City starts to build a solid financial base**

MEASURE A: ANNUAL REPORT



MORAL OF THE STORY

- **Unless a comparable new revenue source is identified, the City will be living “paycheck-to-paycheck”**
 - The City will be left financially vulnerable to slight economic downturns, adverse lawsuit and long term pension liabilities
 - The City will be unable to pave streets, repair recreation facilities, or replace police equipment with any regularity

MEASURE A: ANNUAL REPORT



FINANCIAL SUSTAINABILITY

In order to continue on the path toward true financial stability, the City must:

1. Establish General Fund reserve to weather financial downturns (at least 20% of annual expenditures)
2. Set-aside funds to continue the annual residential street paving program to pave or resurface every street on a 10-year cycle
3. Set-aside funds to repair, replace and maintain the City's recreation facilities, playground and exercise equipment, and sports fields

MEASURE A: ANNUAL REPORT



FINANCIAL SUSTAINABILITY

In order to continue on the path toward true financial stability, the City must:

4. Continue to set-aside funds to replace public safety and Public Works vehicles when they have reached their useful life
5. Increase Police Department to pre-recession staffing and deployment levels
6. Continue regular tree trimming and tree replacement program

MEASURE A: ANNUAL REPORT



FINANCIAL SUSTAINABILITY

In order to continue on the path toward true financial stability, the City must:

7. Maintain a Self Insurance Fund reserve to protect the General Fund from the impact of a large lawsuit
8. Enhance cultural programming and special events (e.g. reinstate 4th of July Fireworks)

MEASURE A: ANNUAL REPORT



*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
Nick Kimball, Deputy City Manager/Director of Finance
Joaquin Vazquez, Assistant City Attorney

Date: September 17, 2018

Subject: Discussion and Review of Outline for Proposed Cannabis Ordinance

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the outline for the proposed Cannabis Ordinance; and
- b. Review the tentative implementation timeline; and
- c. Direct staff as appropriate.

BACKGROUND:

1. On July 2, 2018, the City Council received a comprehensive report and presentation from the Cannabis Ad Hoc Committee (Mayor Ballin and Vice Mayor Lopez), City staff and HdL (special consultant) regarding development of a commercial cannabis regulation and permitting program in the City of San Fernando.
2. After the initial discussion, the City Council continued the item to August 6, 2018 and requested additional information to be provided by staff.
3. On August 6, 2018, the City Council directed staff to prepare a draft Cannabis Ordinance to permit the following activities:
 - a. Medical and Adult Use Cannabis Cultivation in the City's manufacturing zones with a 450' buffer from sensitive receptors (i.e., K-12 schools, day cares, and youth centers).
 - b. Medical and Adult Use Cannabis Manufacturing in the City's manufacturing zones with a 450' buffer from sensitive receptors.

Discussion and Review of Outline for Proposed Cannabis OrdinancePage 2 of 3

- c. Medical and Adult Use Cannabis Distribution in the City's manufacturing zones with a 450' buffer from sensitive receptors.
 - d. Medical and Adult Use Cannabis Laboratory Testing in the City's commercial and manufacturing zones with a 450' buffer from sensitive receptors.
4. On August 6, 2018, staff also indicated that an outline of the proposed ordinance would be presented to City Council prior to presenting the full ordinance to the Planning Commission.

ANALYSIS:

Subsequent to the meeting on August 6, 2018, HdL staff began drafting a Cannabis Ordinance based on City Council direction, best practices being implemented in other cities, and state regulations.

To ensure staff is moving forward pursuant to City Council direction, an outline of the provisions of the proposed Ordinance is included as Attachment "A." The outline highlights the areas to be addressed through the Ordinance, including the 450' buffer zone, anti-lobbying provisions, and a point system for evaluating applications that includes community benefits and labor peace agreements. All retail operations, including storefront (i.e., dispensaries) and non-storefront (i.e., delivery only), will continue to be prohibited in the City.

One final point of clarification being requested by staff is related to Microbusiness Permits. On August 6, 2018, there was discussion by the City Council that seemed to support allowing Microbusiness Permits with no retail component. However, Microbusinesses were not addressed in the motion. Staff is seeking clarification regarding City Council direction related to Microbusiness Permits for cultivation, manufacturing and distribution (no retail).

Pending review of the outline for the proposed Cannabis Ordinance, the tentative implementation schedule for the Cannabis Program is as follows:

September 17, 2018	City Council review of Ordinance features
October 2, 2018	Planning and Preservation Commission initial consideration of Ordinance/City Code amendment for prospective recommendation to the City Council
October 2018 / November 2018	Planning and Preservation Commission continued consideration of Ordinance/City Code amendment for prospective recommendation to the City Council, if necessary – Special meeting

Discussion and Review of Outline for Proposed Cannabis Ordinance

Page 3 of 3

November 19, 2018	City Council consideration of first reading of Ordinance
December 3, 2018	City Council consideration of second reading of Ordinance and Resolution approving fees and applications
January 3, 2019	Applications available
February 13, 2019	Applications due
February 2019 / March 2019	Application review
April 2019	Applicant interviews
April 2019 / May 2019	Applicants apply for Conditional Use Permit (CUP) and Development Agreement (DA)
Late Spring 2019 / Summer 2019	Entitlements/Permits Issued

Please note that this schedule is tentative and subject to change.

BUDGET IMPACT:

The City Council has entered into a professional services agreement with HdL Companies to prepare an Ordinance based on City Council direction. The costs to prepare the Ordinance, including time spent by staff and the City Attorney's Office to review and provide input, will be recovered through the application fee, which will be presented to City Council for adoption in early December 2018.

Additional fees and community benefits will be negotiated through the Development Agreement process prior to final issuance of a Permit.

CONCLUSION:

Staff recommends that the City Council review and discuss the outline for the proposed Cannabis Ordinance to ensure staff is moving forward pursuant to City Council direction.

ATTACHMENT:

A. Outline for proposed Cannabis Ordinance

ATTACHMENT "A"**CANNABIS ORDINANCE OUTLINE****Chapter 106 Article VI. – General Regulations and Chapter 22 Article IX – Commercial Cannabis Activity**

- I. Purpose and Intent
- II. Legal Authority
- III. Zoning
 - A. Medicinal and adult-use commercial cannabis retail (storefront and non-storefront) activities prohibited in all zones
 - B. Medicinal and adult-use commercial cannabis cultivation, manufacturing, distribution, and microbusinesses (no retail component) authorized only in manufacturing zones with Conditional Use Permit (CUP) and Development Agreement (DA)
 - C. Medicinal and adult-use commercial cannabis laboratory testing authorized only in commercial and manufacturing zones with Conditional Use Permit and Development Agreement
 - D. 450-foot buffer from day cares, youth centers, and K-12 schools located within the City or in adjacent jurisdictions.
- IV. Compliance with Laws
- V. Definitions
- VI. Cannabis Employee Permit Required
 - A. 21+
 - B. Background check
 - C. Fee payment
 - D. ID badge
 - E. Revocable
 - F. Valid for 12 months

VII. Cannabis Business Permit Required

- A. Point system process for prospective businesses to be adopted by City Council resolution, that includes community benefits and labor peace agreement requirement
- B. Anti-lobbying provisions
- C. Ministerially issued if valid CUP, DA, and other required permits or approvals
- D. Limited transferability
- E. Valid for 12 months and renewable thereafter
- F. Suspension, revocation, or termination
- G. Due process

VIII. Building Permits and Inspection

IX. Limitation on City's Liability

X. Records and Recordkeeping

XI. Security Measures

- A. 24-hour surveillance accessible remotely by Police Chief
- B. Limited site access
- C. Entry sensors
- D. Panic buttons
- E. Alarm system
- F. Security personnel on site 24 hours a day
- G. Standby power generators
- H. Security liaison

XII. Restriction on Alcohol and Tobacco Sales

XIII. Fees and Charges

XIV. Operational Requirements/Standards

A. Miscellaneous

1. Odor control
2. No onsite consumption
3. Track and trace
4. No onsite physicians administering recommendations for cannabis use
5. 21+ employees
6. Signage

B. Cultivation

C. Manufacturing

D. Distribution

E. Microbusinesses

F. Laboratory testing

G. Packaging and Labeling

XV. Compliance with Laws

XVI. Fees and Charges

XVII. City Manager Authorized to Promulgate Regulations

XVIII. Community Relations

A. Community liaison

B. Information for contact available to property owners within 150-foot radius

XIX. Inspections and Enforcement

A. City Manager, Police Chief, or designees authorized to enter and inspect

B. Business cannot obstruct inspection

XX. Requirements for Out-of-City Delivery Services

XXI. Special Events Must Comply with State Law

XXII. Civil Penalties

XXIII. Criminal Penalties

XXIV. Remedies

XXV. Exhibit – Buffer Maps

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Antonio Lopez and City Councilmembers

From: Mayor Sylvia Ballin

Date: September 17, 2018

Subject: Consideration to Adopt a Resolution In Support for and Declaration of Clean Air Day

RECOMMENDATION:

I have placed this item on the agenda for consideration and recommend that the City Council adopt Resolution No. 7889 (Attachment "A") in support for and declaration of Clean Air Day.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. Resolution No. 7889

ATTACHMENT "A"**RESOLUTION NO. 7889****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, IN SUPPORT FOR AND
DECLARATION OF CLEAN AIR DAY**

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the most polluted regions in the United States; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of residents, employees, and visitors of the City of San Fernando; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 3, 2018; and

WHEREAS, the City of San Fernando is committed to the health of our residents, workforce, visitors, and community at large; and

NOW, THEREFORE BE IT RESOLVED, by the City of San Fernando that October 3, 2018 be declared "Clean Air Day" in the City, and

BE IT FURTHER RESOLVED that we ask all City Department Heads to determine how their employees can participate in Clean Air Day, as appropriate, and report back on those actions.

BE IT FURTHER RESOLVED that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of September, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Antonio Lopez and Councilmembers

From: Mayor Sylvia Ballin

Date: September 17, 2018

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

RECOMMENDATION:

It is recommended that the City Council appoint Jesse Avila as City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) to fill the unexpired term of Raymin Herrera ending January 2021.

BACKGROUND:

1. On December 5, 2016, the City Council appointed Nina Herrera as City Council liaison to the GLACVCD for a period of four years (i.e., January 1, 2017 to January 1, 2021).
2. On February 25, 2018, Ms. Herrera reported that, due to her work schedule, she could no longer attend the meetings and submitted her resignation effective March 17, 2018.
3. On March 5, 2018, the City Council appointed Raymin Herrera as City Council liaison to the GLACVCD to fill the unexpired term of Nina Herrera through January 2021.
4. On September 6, 2018, Mr. Herrera reported that, due to a new work schedule, he could no longer serve on the GLACVCD Board and submitted his resignation effective September 14, 2018.

ANALYSIS:

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

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

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

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

BUDGET IMPACT:

There is no budget impact associated with the appointment of a City Council Liaison to the GLACVCD.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: September 17, 2018

Subject: Request for the City Council to Agendize Termination of City Attorney Contract on a Future Meeting Agenda Following Closed Session Discussion on the Matter

RECOMMENDATION:

I have placed this on the agenda for City Council discussion.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Jaime Soto

Date: September 17, 2018

Subject: Discussion Regarding the Role of Chiefs of Police with Respect to the U.S. Constitution and the Bill of Rights

RECOMMENDATION:

I have placed this on the agenda for City Council discussion.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.