



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
AUGUST 5, 2019 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by City Manager Nick Kimball

APPROVAL OF AGENDA

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.

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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 MINUTES OF JULY 15, 2019 – REGULAR MEETING**2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-081 approving the Warrant Register.

3) CONSIDERATION TO APPROVE THE UPDATED CITY COUNCIL AD HOC COMMITTEE ASSIGNMENTS

Recommend that the City Council approve the updated City Council Ad Hoc Committee Assignments.

4) CONSIDERATION TO APPROVE THE PURCHASE OF A 2019 DODGE CHARGER POLICE VEHICLE

Recommend that the City Council:

- a. Approve the purchase of a 2019 Dodge Charge Police Vehicle from National Auto Fleet Group through a cooperative purchasing contract with Sourcewell (formally National Joint Power Alliance), contract #120716-NAF; and
- b. Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group in an amount not to exceed \$29,594.35.

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5) CONSIDERATION TO APPROVE A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO PREPARE A SAFE AND ACTIVE STREETS IMPLEMENTATION PLAN

Recommend that the City Council:

- a. Accept a grant award in the amount of \$141,680 from Caltrans to prepare a Safe and Active Streets Implementation Plan;
- b. Approve a Resolution No. 7941 authorizing the City to enter into an agreement with the California Department of Transportation for the preparation of City of San Fernando's Safe and Active Streets Implementation Plan;
- c. Approve Resolution No. 7943 appropriating the grant funds in the FY 2019-2020 Budget; and
- d. Authorize the City Manager to execute the Agreement and all related documents on behalf of the City.

PUBLIC HEARINGS**6) CONSIDERATION TO ADOPT AN ORDINANCE AND RESOLUTION TO CREATE A SIDEWALK VENDING PROGRAM AND REGULATIONS IN THE CITY OF SAN FERNANDO IN COMPLIANCE WITH SENATE BILL 946**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, introduce for first reading, in title only, and waive full reading of Ordinance No. 1688, "An Ordinance of the City Council of the City of San Fernando, California, Repealing in Part and Amending in Part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to Create a Sidewalk Vending Program in Compliance with Senate Bill 946"; and
- c. Adopt Resolution No. 7942 to adopt regulations governing sidewalk vending in the City of San Fernando.

7) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING USER FEES FOR FISCAL YEAR 2019-2020 AND RESCIND PRIOR USER FEE RESOLUTIONS

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 5, 2019**Page 4 of 6

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 7944 incorporating all current fees for City services into a FY 2019-20 Annual Fee Schedule, amending certain fees and charges; and
- c. Rescind Resolution No. 7849 and all parts of resolutions in conflict with Resolution No. 7944.

ADMINISTRATIVE REPORTS**8) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2019 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

Recommend that the City Council:

- a. Designate a voting Delegate for the 2019 League of California Cities Annual Conference;
- b. Designate up to two Alternate Voting Delegate who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2019 Annual Conference Voting Delegate/Alternate Form.

9) DISCUSS EFFORTS TO ESTABLISH A PROPERTY BASED IMPROVEMENT DISTRICT

Recommend that the City Council:

- a. Receive an update from staff regarding efforts to form a Property Based Improvement District (PBID); and
- b. Provide staff direction to suspend current efforts to form a PBID and work with the Mall Association to review the existing Downtown Mall Business Improvement District (BID) and develop recommendations to increase the BID's effectiveness.

10) HOMELESS OUTREACH UPDATE IN THE CITY OF SAN FERNANDO

Recommend that the City Council:

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – August 5, 2019**Page 5 of 6

- a. Receive and file the report from staff; and
- b. Discuss homeless issues in San Fernando and provide staff with direction.

11) 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 (Contract No. 1925) with Kosmont & Associates, Inc., dba Kosmont Companies in an amount not-to-exceed \$45,000 to provide real estate advisory services; and
- b. Authorize the City Manager to execute all related documents.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****RECESS TO CLOSED SESSION****A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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 NEGOTIATORG.C. §54956.8

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Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles
Agency Negotiator: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of
Richard C. Patterson, as to an undivided 50% interest in the subject
property and David M. Kull and Ronna Kull, Trustees of the David and
Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest
in the subject property
Under Discussion: Price and Terms of Payment as relates to Option to Purchase
Agreement

C) CONFERENCE WITH LEGAL COUNSEL – CONSIDERATION OF INITIATION OF LITIGATION

G.C. §54956.9(d)(4)

One (1) Matter

RECONVENE/REPORT OUT FROM CLOSED SESSION**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: August 1, 2019 (4:00 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

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 15, 2019 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Antonio Lopez, and Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

City Attorney Padilla announced that Vice Mayor Ballin requested to add an item (Item No. 10) to the agenda directing the preparation of a letter, on behalf of the City, regarding recent comments by President Trump to certain members of Congress. He announced that it was a walk-on item that came to staff's attention after the agenda was posted and there is a need for immediate action.

City Manager Kimball requested to postpone Item Nos. 7 and 8 to a later date.

Motion by Mayor Fajardo, seconded by Councilmember Lopez, to approve the agenda as amended. The motion carried with the following vote:

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

SAN FERNANDO CITY COUNCIL**MINUTES – July 15, 2019****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Michelle Vergara, field representative for Congressman Tony Cardenas, provided district information and updates on their activities.

Liz Seelman, Southern California Edison Government Relations Manager, talked about their wildfire mitigation plan, activities and practices, and outage alerts.

Jose Vela said there are various parking problems near his home (neighbors have five to six cars).

Antonio Moreno talked about issues with a neighbor complaining about noise and the Police Department showing up at his home every time he has a family gathering.

Mary Mendoza said it didn't seem as if everyone was notified about today's gas leak. She also said that it appears that the City's website is not updated regularly and there wasn't information for residents regarding earthquake safety and precautions.

Maria Carrillo, Morningside Elementary School teacher, talked about the City's trolley system (she relies on it for her son's transportation to school), asked if there was a way to alert people when it's running late, and believes that the hours of service should be extended.

Arturo Garcia, field representative for Assemblymember Luz Rivas, provided district information and updates on their activities.

Jose Martinez talked about his Republic Services trash bill (it's too much money for his small store) and said there were issues so he stopped making payments.

CITY COUNCIL - LIAISON UPDATES

Mayor Fajardo reported that he and City Manager Kimball would like to bring forward an earthquake preparedness plan and look into retrofitting pertaining to multi-unit buildings (similar to City of Los Angeles requirements).

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. MAY 20, 2019 – REGULAR MEETING
 - b. JUNE 17, 2019 – REGULAR MEETING
 - c. JULY 1, 2019 – REGULAR MEETING

SAN FERNANDO CITY COUNCIL**MINUTES – July 15, 2019****Page 3**

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE CONTRACT WITH ENVIROGEN TECHNOLOGIES, INC., TO CONTINUE MAINTENANCE SERVICES FOR THE NITRATE REMOVAL SYSTEM AT 12900 DRONFIELD AVE. (WELL SITE NO. 4)
- 4) CONSIDERATION TO AWARD A CONTRACT FOR ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2018-2019 JOB NO. 7597, PLAN NO. P-726

By consensus, the motion carried.

PUBLIC HEARING

- 5) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS

Mayor Fajardo declared the Public Hearing open.

City Manager Kimball gave the staff report and said that representatives of Republic Services were present to answer questions.

Mayor Fajardo called for public testimony.

Jose Martinez (also spoke under Public Comments) said that Republic Services keeps sending him a bill, the amount keeps growing, and he said that his business doesn't need Republic's services.

Motion by Vice Mayor Ballin, seconded by Councilmember Lopez, to close the Public Hearing. By consensus, the motion carried.

A brief discussion ensued amongst Councilmembers. City Manager Kimball and Republic Services Municipal Relationship Manager Francella Aguilar replied to questions from Councilmembers.

Motion by Vice Mayor Ballin seconded by Councilmember Lopez, to adopt Resolution No. 7940 authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings.

The motion carried with the following vote:

AYES:	Lopez, Ballin, Fajardo – 3
NOES:	Pacheco – 1
ABSENT:	Gonzales – 1

SAN FERNANDO CITY COUNCIL**MINUTES – July 15, 2019****Page 4****ADMINISTRATIVE REPORTS**

- 6) CONSIDERATION TO APPROVE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH LIEBERT CASSIDY WHITMORE TO CONTINUE TO PROVIDE LABOR NEGOTIATOR SERVICES

City Manager Kimball presented the staff report.

Motion by Mayor Fajardo, seconded by Councilmember Lopez, to:

- a. Approve a Fourth Amendment to the Professional Services Agreement (Contract No. 1873(d)) with Liebert Cassidy Whitmore to amend the hourly rate to reflect the firm's current fee schedule; and
- b. Authorize the City Manager to execute all related documents.

By consensus, the motion carried.

- 7) PRESENTATION ON THE CITY OF SAN FERNANDO'S FIXED-ROUTE TROLLEY AND PARATRANSIT PROGRAMS FROM THE CONTRACTED OPERATOR

Item removed under Approval of Agenda.

- 8) HOMELESS OUTREACH UPDATE IN THE CITY OF SAN FERNANDO

Item removed under Approval of Agenda.

- 9) CONSIDERATION TO APPROVE A TWO-YEAR EXTENSION WITH BEARCOM INC., FORMERLY KNOWN AS ADVANCED ELECTRONICS, INC., TO PROVIDE RADIO COMMUNICATION SYSTEM AND WIRELESS BROADBAND NETWORK MAINTENANCE SERVICES

Police Chief Vairo presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Lopez, seconded by Vice Mayor Ballin, to:

- a. Approve an amendment to the Professional Services Agreement (Contract No. 1759) with BearCom Inc., formerly known as Advanced Electronics, Inc., to extend radio communication system and wireless broadband network maintenance services for an additional two years; and
- b. Authorize the City Manager to execute all related documents.

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – July 15, 2019****Page 5**

- 10) REQUEST TO DIRECT THE PREPARATION OF A LETTER ON BEHALF OF THE CITY REGARDING RECENT COMMENTS BY PRESIDENT TRUMP TO CERTAIN MEMBERS OF CONGRESS.

Vice Mayor Ballin made a brief presentation and Councilmembers each provided input.

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to draft a letter to be reviewed by the Mayor and Vice Mayor, allow Councilmembers the option to sign the letter, and send to local representatives. By consensus, the motion carried.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Vairo reported that officers issued 20 citations for illegal fireworks on the 4th of July evening and the following weekend.

Director of Recreation and Community Services Julian Venegas announced that the Parks, Wellness, and Recreation Commission will begin meeting on a monthly basis and he gave updates on the Mesoamerican ballgames.

Deputy City Manager/Director of Community Development Timothy Hou reported there was no quorum at the Planning and Preservation Commission although they proceeded with commissioner training made available by the American Planning Association.

City Manager Kimball thanked the public for their comments and reported that there will be a press conference tomorrow announcing the City's partnership with the Fernandeno Tataviam Band of Mission Indians regarding the \$1 million state youth investment grant.

GENERAL COUNCIL COMMENTS

Vice Mayor Ballin said it was a great day in San Fernando (meeting ended early) and thanked everyone who stayed for the meeting.

Mayor Fajardo thanked Police Chief Vairo for the quick response during the two recent earthquakes and commended him for the number of citations issued for illegal fireworks. He again suggested looking into what City of Los Angeles is doing regarding multi-dwelling properties and retrofitting of buildings.

RECESS TO CLOSED SESSION (7:07 P.M.)**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

SAN FERNANDO CITY COUNCIL**MINUTES – July 15, 2019****Page 6**

Assistant City Attorney Richard Padilla
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: 13441 Foothill Blvd., Sylmar, City of Los Angeles
Agency Negotiator: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of
Richard C. Patterson, as to an undivided 50% interest in the subject
property and David M. Kull and Ronna Kull, Trustees of the David and
Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest
in the subject property
Under Discussion: Price and Terms of Payment as relates to Option to Purchase Agreement

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-034-901 &
2522-004-904
City of San Fernando
Agency Negotiator: City Manager Nick Kimball
Director of Community Development Timothy Hou
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Thomas Folan, Senior Project Developer
Tesla, Inc.
Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

RECONVENE/REPORT OUT FROM CLOSED SESSION (7:16 P.M.)

Assistant City Attorney Padilla reported the following:

Items A, B, and C – General updates given by the City Manager and Deputy City Manager, feedback was given by the City Council, but no final action was taken.

SAN FERNANDO CITY COUNCIL**MINUTES – July 15, 2019****Page 7****ADJOURNMENT (7:17 P.M.)**

Motion by Vice Mayor Ballin, seconded by Councilmember Lopez, to adjourn the meeting in memory of Barbara Torres. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 15, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 5, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-081 (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 City Manager 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 City Manager 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. 19-081

ATTACHMENT "A"**RESOLUTION NO. 19-081****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 19-081****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 5th day of August, 2019.

Joel Fajardo, 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 5th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

07/31/2019 10:28:12AM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215345	8/5/2019	100031 A-1 LAWNMOWER INC.	77863		SUPPLIES 041-320-0390-4400	504.73
					Total :	504.73
215346	8/5/2019	890104 ABBA TERMITE & PEST CONTROL	39264		BEE REMOVAL - 514 HARPS 001-346-0000-4300	95.00
			39463		BEE REMOVAL-615 N HUNTINGTON 001-346-0000-4300	95.00
			39577		BEE REMOVAL - 438 FERMOORE 001-311-0000-4300	95.00
					Total :	285.00
215347	8/5/2019	891587 ABLE MAILING INC.	29943	11993	MAILING & FULFILLMENT SERVICES-JL 072-360-0000-4300	109.18
				11993	070-382-0000-4300	109.18
			30178		FULFILLMENT SRV-2018 WATER QUALI 070-381-0000-4430	380.90
			30265		WATER ENV STORAGE-JUNE2019 070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	624.26
215348	8/5/2019	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0819		DRINKING WATER 001-222-0000-4300	101.43
					Total :	101.43
215349	8/5/2019	890006 AGUIRRE, PETER	TRAVEL		PER DIEM-POST SBSLI CLASS 418 IN C 001-225-0000-4370	165.00
					Total :	165.00
215350	8/5/2019	892028 AHUMADA, ALEJANDRA	REIMB.		MILEAGE REIMB-WORK RELATED 001-420-0000-4390	5.45
			REIMB.		MILEAGE REIMB-WORK RELATED 001-420-0000-4390	12.35
					Total :	17.80

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vchlist		Voucher List					Page: 2	
07/31/2019 10:28:12AM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
215351	8/5/2019	892271 ALL STAR ELITE SPORTS	1861	12028	YOUTH BASKETBALL UNIFORMS SUMI			
					017-420-1328-4300		1,385.31	
			1890	12028	YOUTH BASKETBALL UNIFORMS SUMI			
					017-420-1328-4300		276.65	
Total :							1,661.96	
215352	8/5/2019	893263 ANDERSON, BRENTON	1485		FACILITY RENTAL DEP REFUND			
					001-2220		150.00	
Total :							150.00	
215353	8/5/2019	892713 ASCENCIO, ALEJANDRO	JUNE 2019		MMAP MENTOR INSTRUCTOR			
					001-424-0000-4260		731.00	
Total :							731.00	
215354	8/5/2019	102530 AT & T	818-270-2203		PD NETWORK LINE-JULY '19			
					001-222-0000-4220		216.81	
Total :							216.81	
215355	8/5/2019	889037 AT&T MOBILITY	287277903027X0708201		MODEM FOR ELECTRONIC MESSAGE			
					001-310-0000-4220		138.69	
Total :							138.69	
215356	8/5/2019	893176 AUTOZONE STORE 5681	5681300152		MISC SUPPLIES			
					041-1215		101.13	
Total :							101.13	
215357	8/5/2019	891301 BERNARDEZ, RENATE Z.	524		INTERPRETATION SRVS-CC MTG 07/15			
					001-101-0000-4270		250.00	
Total :							250.00	
215358	8/5/2019	892013 BERNSTEIN, DIANA	JULY 2019		ALL ABILITIES ART CLASS			
					017-420-1343-4260		200.00	
Total :							200.00	
215359	8/5/2019	892938 BILLIARDS CORP INC.	070819		POOL TABLES REPAIR			
					001-422-0000-4260		521.75	
					004-2346		209.00	

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vchlist

07/31/2019 10:28:12AM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215359	8/5/2019	892938 892938 BILLIARDS CORP INC.	(Continued)		Total :	730.75
215360	8/5/2019	888800 BUSINESS CARD	060519		DINNER FOR CC & STAFF-CC MTG 06/1	
			061019		001-101-0000-4300	79.29
			061019-2		JOB POSTING-DIR OF FINANCE	
			061119		001-133-0000-4230	262.50
			061119		JOB POSTING-DIR OF PUBLIC WORKS	
			061119		001-133-0000-4230	262.50
			061119		MATINEE MOVIES	
			061119		004-2346	11.21
			061119		FUNERAL ARRANGEMENT	
			061319		001-101-0000-4300	110.00
			061419		SUPPLIES-SENIOR CLUB FATHER'S DA	
			061419-2		004-2380	33.96
			061719		STORAGE BOXES & MOP	
			061719		001-423-0000-4300	53.94
			061819		STORAGE BOXES & MOP	
			061819-2		001-423-0000-4300	59.28
			061919		STORAGE BOXES & MOP	
			061919		001-423-0000-4300	11.69
			061919		JOB POSTING-DIR OF FIN & PW	
			061919-2		001-133-0000-4230	455.10
			061919		DAY CAMP SUPPLIES	
			061919-2		017-420-1399-4300	35.98
			061919		DINNER FOR CC & STAFF-CC MTG 06/1	
			061919-2		001-101-0000-4300	76.00
			061919		DAY CAMP SUPPLIES	
			061919-2		017-420-1399-4300	195.48
			061919		DAY CAMP SUPPLIES	
			061919-2		017-420-1399-4300	124.09
			061919		DINNER FOR CC & STAFF-CC MTG 06/1	
			061919-2		001-101-0000-4300	38.77
			061919-3		DAY CAMP SUPPLIES	
			061919-4		017-420-1399-4300	39.59
			061919-4		DAY CAMP SUPPLIES	34.88

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215360	8/5/2019	888800 BUSINESS CARD	(Continued)		017-420-1399-4300	28.99
			062119		LODGING REFUND	
			062119		001-101-0111-4370	-1,021.88
			062119		DVD PLAYER	
			062119		001-422-0000-4300	40.50
			062119		PROCLAMATION FRAMES	
			062119-2		001-101-0000-4300	133.55
			062119-2		TOASTER-SENIOR PROG	
			062119-3		004-2382	43.79
			062519		LODGING - NALEO CONFERENCE	
			062619		001-101-0111-4370	1,021.88
			062719		LODGING-NALEO CONFERENCE (DBLE	
			062819		001-101-0111-4370	1,021.88
			062819		ANNUAL SUBSCRIPTION	
			062819		001-423-0000-4300	99.95
			062819		JOB POSTING-DIR OF FIN	
			062819		001-105-0000-4270	150.00
			062819		SUPPLIES-SENIOR CLUB FATHER'S DA	
			062819		004-2346	21.97
			062819		MOVIE LICENSES	
			062819		001-424-0000-4260	345.00
			062819		CHAIRS	
			06519		001-422-0000-4300	1,187.87
			06519		DINNER FOR CC & STAFF-CC MTG 06/1	
			06519		001-101-0000-4300	38.77
					Total :	4,996.53
215361	8/5/2019	888800 BUSINESS CARD	070819		COPY PAPER & BREAKROOM SUPPLIE	
			070819		001-222-0000-4300	334.05
			071119		LODGING-POST SBSLI CLASS 418	
			071519		001-225-0000-4370	416.50
			071519		MEASURE METERS	
			071519		001-222-0000-4300	512.84
			071519		TELEVISION	
			071519		001-222-0000-4300	217.36

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215377	8/5/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0455006	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0455688	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0455689	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	152.00
			L0455696	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	144.00
			L0455699	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	50.00
			L0456131	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0456136	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0456366	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	2,050.00
			L0457271	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0457272	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	36.00
			L0457750	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0457751	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0458160	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0458161	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0458403	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	144.00
			L0458665	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0458989	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0459170		070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	

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215377	8/5/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0459714	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	144.00
			L0459721	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	150.00
			L0459722	11976	070-384-0000-4260 WATER TESTING & ANALYSIS SERVICE	319.00
					070-384-0000-4260 Total :	144.00 9,787.00
215378	8/5/2019	101147 FEDEX	6-590-18081		COURIER SERVICES	
			6-604-27836		001-190-0000-4280 COURIER SERVICES	47.74
			6-610-73434		001-190-0000-4280 COURIER SERVICES	82.46
					001-190-0000-4280 Total :	77.88 208.08
215379	8/5/2019	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220 RADIO REPEATER-POLICE	568.30
			209-151-4941-102990		001-222-0000-4220 POLICE PAGING	45.83
			209-151-4942-041191		001-222-0000-4220 CITY YARD AUTO DIALER	50.73
			209-151-4943-081292		070-384-0000-4220 RADIO REPEATER (POLICE)	45.83
			818-361-0901-051499		001-222-0000-4220 SEWER FLOW MONITORING	45.83
			818-361-2385-012309		072-360-0000-4220 MTA & CREDIT CARD PHONE LINES	63.54
					007-440-0441-4220 001-190-0000-4220	115.73 57.87
			818-361-2472-031415		PW PHONE LINE	
			818-361-3958-091407		070-384-0000-4220 CNG STATION	510.83
					074-320-0000-4220	51.83

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215393	8/5/2019	893032 IPROMOTEU	(Continued)		001-222-0000-4300	55.71
					Total :	55.71
215394	8/5/2019	887952 J. Z. LAWNMOWER SHOP	21547	11873	SMALL EQUIPMENT REPAIR AND MATE	721.75
			21548	11873	001-346-0000-4320	656.95
					SMALL EQUIPMENT REPAIR AND MATE	
					001-346-0000-4320	656.95
					Total :	1,378.70
215395	8/5/2019	891794 KIMBALL, NICK	TRAVEL		PER DIEM-ICA SUMMER CONFERENCE	40.00
					001-105-0000-4370	40.00
					Total :	40.00
215396	8/5/2019	101768 KIMBALL-MIDWEST	7235371		MISC NUTS & BOLTS	328.94
					041-1215	328.94
					Total :	328.94
215397	8/5/2019	101795 KOSMONT & ASSOCIATES	18-0099-009	11893	REAL ESTATE ADVISORY SERVICES	4,326.73
					001-150-0000-4270	4,326.73
					Total :	4,326.73
215398	8/5/2019	101990 L.A. COUNTY METROPOLITAN	104052		TAP CARD REFILLS - JUNE 2019	664.00
					007-440-0441-4260	664.00
					Total :	664.00
215399	8/5/2019	102007 L.A. COUNTY SHERIFFS DEPT.	194466BL		INMATE MEAL PROGRAM-JUNE 2019	955.24
					001-225-0000-4350	955.24
					Total :	955.24
215400	8/5/2019	101848 LANGUAGE LINE SERVICES	4585655		TRANSLATION SERVICES	19.48
					001-222-0000-4260	19.48
					Total :	19.48
215401	8/5/2019	101872 LEAGUE OF CALIFORNIA CITIES	3779		FY 19/20 ANNUAL MEMBERSHIP DUES	1,081.50
					001-190-0000-4380	1,081.50
					Total :	1,081.50

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215402	8/5/2019	893063 LEON, MIGUEL	072019		REIMB OF SUPPLIES FOR SR CLUB DA	113.90
					004-2380	113.90
					Total :	113.90
215403	8/5/2019	101920 LIEBERT CASSIDY WHITMORE	1480356		LEGAL SERVICES	1,102.00
			1480357		001-112-0000-4270	1,147.00
			1480358		LEGAL SERVICES	4,699.00
					001-112-0000-4270	4,699.00
					Total :	6,948.00
215404	8/5/2019	889421 LOPEZ, ANTONIO G	TRAVEL		PER DIEM-ICA SUMMER CONFERENCE	65.00
					001-101-0109-4370	65.00
					Total :	65.00
215405	8/5/2019	893260 LOPEZ, NOEMY	1514		FACILITY RENTAL DEP REFUND	150.00
					001-2220	150.00
					Total :	150.00
215406	8/5/2019	101974 LOS ANGELES COUNTY	MAY 2019	11816	ANIMAL CARE & CONTROL SERVICES	12,055.24
					001-190-0000-4260	12,055.24
					Total :	12,055.24
215407	8/5/2019	892773 MAILFINANCE	N7804039		QRTLY LEASE PYMNT &	1,446.85
					001-190-0000-4280	1,446.85
					Total :	1,446.85
215408	8/5/2019	893269 MAURICE KITCHEN	072419		SUMMER NIGHT CONCERT SERVICES	1,600.00
					001-424-0000-4260	1,600.00
					Total :	1,600.00
215409	8/5/2019	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	34.52
					001-420-0000-4220	34.52
					Total :	34.52
215410	8/5/2019	893200 MCKESSON MEDICAL-SURGICAL	58846014		MEDICATION & HAND SANITIZER	122.20
					001-225-0000-4350	122.20

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215418	8/5/2019	102432 OFFICE DEPOT	(Continued)		001-130-0000-4300	253.26
					Total :	2,264.53
215419	8/5/2019	893258 OMINGO SOFTWARE	I-OS001886	12013	SOFTWARE SERVICE AGREEMENT FO	24,792.01
					001-135-0000-4260	24,792.01
					Total :	24,792.01
215420	8/5/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-300486		VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-300569	11847	041-320-0390-4400	-7.23
			4605-300571	11847	VEHICLE SERVICE MAINT. & REPAIR P/	-19.43
			4605-309458	11847	041-320-0390-4400	26.66
			4605-309480	11847	VEHICLE SERVICE MAINT. & REPAIR P/	12.78
			4605-328002	11847	041-320-0390-4400	-22.07
			4605-329603	11847	VEHICLE SERVICE MAINT. & REPAIR P/	45.17
			4605-335096	11847	070-382-0000-4400	125.62
			4605-336590	11847	VEHICLE SERVICE MAINT. & REPAIR P/	28.36
			605-309478	11847	041-320-0224-4400	140.59
				11847	VEHICLE SERVICE MAINT. & REPAIR P/	9.29
					Total :	339.74
215421	8/5/2019	893261 PENA, EILEEN	1488		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
215422	8/5/2019	893262 PEREGRINO, IRMA	1483		FACILITY RENTAL DEP REFUND	
					001-2220	150.00

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215422	8/5/2019	893262 PEREGRINO, IRMA	(Continued)			Total :	150.00	
215423	8/5/2019	890324 PEREZ, JUAN	071519	12026	REFEREE/SCOREKEEPING SUMMER/V 017-420-1328-4260	2,249.00	Total :	2,249.00
215424	8/5/2019	887366 PIONEER MANUFACTURING COMPANY	INV724993		FIELD PAINT 017-420-1334-4300	392.73	Total :	392.73
215425	8/5/2019	890994 PONCE, JOE	JULY 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00	Total :	75.00
215426	8/5/2019	102688 PROFESSIONAL PRINTING CENTERS	14772		ALARM PERMIT BLANK SHEET 001-130-0000-4300	134.20	Total :	134.20
215427	8/5/2019	891379 PROTECT YOUTH SPORTS	717358		BACKGROUND CHECKS-3WINS VOLUN 017-420-1337-4260	167.60	Total :	167.60
215428	8/5/2019	102697 PROVIDENCE HOLY CROSS	72000086867900		PROFESSIONAL SERVICES 001-225-0000-4350	35.00	Total :	35.00
215429	8/5/2019	890004 PTS	2023217		PD PAY PHONE-AUG 2019 001-190-0000-4220	62.64	Total :	62.64
215430	8/5/2019	891163 RADIO IP SOFTWARE INC	IN9894989		SRVS CONTRACT RENEWAL-MOBILE C 001-135-0000-4260	1,066.52	Total :	1,066.52
215431	8/5/2019	893266 RANKINS, SAMONE	1534		FACILITY RENTAL DEP REFUND 001-2220	150.00	Total :	150.00

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215432	8/5/2019	893143 RICHARDS, SANDRA MARIE	JULY 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
215433	8/5/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	928958	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	69.98
					Total :	69.98
215434	8/5/2019	893264 RUVALACABA, EBELIN	1476		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
215435	8/5/2019	892856 SALAS, JUAN	REIMB.		FOOD FOR COMMUNITY INPUT MEETII 001-420-0000-4300 004-2380	50.97 81.22
					Total :	132.19
215436	8/5/2019	103051 SAN FERNANDO POLICE	FY19-20		CIF-2019 NATIONAL NIGHT OUT 053-101-0109-4430	500.00
					Total :	500.00
215437	8/5/2019	891253 SAN FERNANDO SMOG TEST ONLY	2138		SMOG TEST - #124953 041-320-0000-4450	60.00
			2141		SMOG TEST - #1277220 041-320-0000-4450	60.00
			2143		SMOG TEST - #6LHMI63 041-320-0000-4450	60.00
			2144		SMOG TEST - #1473100 041-320-0000-4450	60.00
			2145		SMOG TEST - #1313579 041-320-0000-4450	60.00
			2146		SMOG TEST - #1155206 041-320-0000-4450	60.00
					Total :	360.00
215438	8/5/2019	103057 SAN FERNANDO VALLEY SUN	10576		CIF-ECONOMIC DEV MAP 053-101-0109-4430	1,500.00
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215438	8/5/2019	103057 103057 SAN FERNANDO VALLEY SUN	(Continued)			Total : 1,500.00
215439	8/5/2019	893268 SANCHEZ, ANA	1489		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
215440	8/5/2019	893265 SAUCEDO, LUIS	1442		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
215441	8/5/2019	893107 SIEMENS MOBILITY INC	5610164069	11946	FY 2018/19 ON-CALL TRAFFIC SIGNAL I 001-371-0564-4300	10,580.96
					Total :	10,580.96
215442	8/5/2019	893158 SINISGALLI, VALEN AUGUSTO	JULY 2019		INSTRUCTOR-BAL, STRENGTH & HEAL 017-420-1337-4260	100.00
			JUNE 2019		INSTRUCTOR-BAL, STRENGTH & HEAL 017-420-1337-4260	100.00
					Total :	200.00
215443	8/5/2019	103184 SMART & FINAL	11556		ENP SUPPLIES 004-2346	72.11
			26461		004-2383 SUPPLIES	38.94
			29152		004-2391 SUPPLIES	82.90
			29153		004-2380 CIT SUPPLIES	15.75
			29479		004-2391 SUPPLIES	86.82
			31735		004-2380 SUPPLIES	97.97
			47126		004-2380 DAY CAMP SUPPLIES	74.40
			50820		017-420-1399-4300 MISC SUPPLIES	135.60
					004-2383	11.40
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215443	8/5/2019	103184 SMART & FINAL	(Continued)			
			50821		004-2346 SUPPLIES	12.96
			51413		004-2380 SUPPLIES	64.35
			52253		004-2380 MISC SUPPLIES	167.25
			52269		001-423-0000-4300 BREAKROOM SUPPLIES	24.15
			54283		001-222-0000-4300 MISC SUPPLIES	51.92
			55924		004-2346 SUPPLIES-SENIOR MTG	61.80
					004-2380	136.54
					Total :	1,134.86
215444	8/5/2019	103218 SOLIS, MARGARITA	62-71		PETTY CASH REIMBURSEMENT	
					001-105-0000-4300	13.33
					001-150-0000-4300	14.08
					001-222-0000-4300	59.95
					001-222-0000-4320	47.97
					001-225-0000-4350	7.68
					053-101-0101-4430	18.44
					Total :	161.45
215445	8/5/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02+-682-6982		ELECTRIC - 117 MACNEIL	
			2-02-682-7675		043-390-0000-4210 ELECTRIC - VARIOUS LOCATIONS	7,781.76
			2-21-082-3241		043-390-0000-4210 ELECTRIC - VARIOUS LOCATIONS	4,148.86
					027-344-0000-4210	32.86
					029-335-0000-4210	2,037.00
					074-320-0000-4210	3,396.47
					070-384-0000-4210	25,334.78
					043-390-0000-4210	9,259.58
			2-33-746-5215		ELECTRIC - 190 PARK	
					027-344-0000-4210	588.87

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215445	8/5/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)				
			2-39-084-2581		ELECTRIC - 1117 2ND		
					043-390-0000-4210	12.29	
			2-39-717-6769		ELECTRIC - 801 8TH		
					043-390-0000-4210	16.59	
					Total :	52,609.06	
215446	8/5/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION		
					074-320-0000-4402	4,905.89	
					Total :	4,905.89	
215447	8/5/2019	102974 SOUTHERN CALIFORNIA PUBLIC	FY 19-20		2019/2020 MEMBERSHIP DUES		
					001-106-0000-4380	250.00	
					Total :	250.00	
215448	8/5/2019	103251 STANLEY PEST CONTROL	147091		PEST EXTERMINATION FOR THE INTE		
			157432	11880	043-390-0000-4260	525.00	
			157437	11880	043-390-0000-4260	94.00	
			157438	11880	043-390-0000-4260	135.00	
			157440	11880	043-390-0000-4260	62.00	
			157441	11880	043-390-0000-4260	55.00	
			157442	11880	043-390-0000-4260	95.00	
			157443	11880	043-390-0000-4260	85.00	
				11880	043-390-0000-4260	85.00	
					Total :	1,136.00	
215449	8/5/2019	889149 STAPLES BUSINESS ADVANTAGE	8054933943		BREAK ROOM SUPPLIES		
			8055012913		001-190-0000-4300	257.63	
					BREAK ROOM SUPPLIES		
					001-190-0000-4300	5.49	
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215449	8/5/2019	889149	889149 STAPLES BUSINESS ADVANTAGE	(Continued)		
					Total :	263.12
215450	8/5/2019	100532	STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE		LIVESCAN FINGERPRINTING-JUNE 201	
					004-2386	3,005.00
					001-222-0000-4270	35.00
			389939		FINGERPRINTS - JUNE 2019	
					001-133-0000-4270	207.00
					Total :	3,247.00
215451	8/5/2019	888946	TEKWERKS		WEBSITE HOSTING - JULY 2019	
					001-135-0000-4260	800.00
					Total :	800.00
215452	8/5/2019	890898	TETRA MECHANICAL SERVICE INC		ROUTINE MAINT. & EMERG. A/C REPAIR	
			1003-433	11881	043-390-0000-4330	12,000.00
					Total :	12,000.00
215453	8/5/2019	101528	THE HOME DEPOT CRC, ACCT#603532202490		TRASH ENCLOSURES FOR MALL	
			2011598		001-341-0000-4300	74.93
			2032914		TRASH ENCLOSURES FOR MALL	
					001-341-0000-4300	408.14
			2032925		TRASH ENCLOSURE FOR MALL	
					001-341-0000-4300	251.94
			8972571		SALT FOR WATER WELL	
					070-384-0000-4260	1,619.21
			8972582		CREDIT	
					070-384-0000-4260	-504.47
					Total :	1,849.75
215454	8/5/2019	101024	THE VALLEY ECONOMIC ALLIANCE		FY 19/20 ANNUAL MEMBERSHIP DUES	
			4486		001-190-0000-4380	5,000.00
					Total :	5,000.00
215455	8/5/2019	890817	THE WALKING MAN, INC.		DISTRIBUTION OF SUMMER PROG	
			E9709		001-424-0000-4260	925.00
					Total :	925.00
215456	8/5/2019	890833	THOMSON REUTERS		DET INVESTIGATION TOOLS-JUNE 201	
			840515324			

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vchlist
07/31/2019 **10:28:12AM**

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215456	8/5/2019	890833 THOMSON REUTERS	(Continued)		001-135-0000-4260	201.73
					Total :	201.73
215457	8/5/2019	103903 TIME WARNER CABLE	0010369071819		CABLE-PD (07/18-08/17)	234.80
			0010518070119		001-222-0000-4260	221.93
			0028882071319		CABLE-REC PARK (06/29-07/28)	205.21
			10328070519		001-420-0000-4260	134.70
			222204070119		CABLE - LP PARK (07/13-08/12)	120.83
					001-420-0000-4260	917.47
					CABLE - 07/05-08/04	
					001-190-0000-4220	
					CABLE-PW OPS 06/29-07/28	
					043-390-0000-4260	
215458	8/5/2019	887568 TRANS TECH	11764		VEHICLE MAINT-PW0823	1,980.70
					041-320-0311-4400	1,980.70
					Total :	1,980.70
215459	8/5/2019	103413 TRANS UNION LLC	06905445		CREDIT CHECKS	70.00
					001-222-0000-4260	70.00
					Total :	70.00
215460	8/5/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		POSTAGE MACHINE REIMB.	1,500.00
					001-190-0000-4280	1,500.00
					Total :	1,500.00
215461	8/5/2019	103463 U.S. POSTMASTER	JULY 2019		POSTAGE-JULY WATER BILLS	629.75
					070-382-0000-4300	629.75
					072-360-0000-4300	1,259.50
					Total :	1,259.50
215462	8/5/2019	103439 UPS	831954279		COURIER SERVICES	194.74
					001-190-0000-4280	194.74
					Total :	194.74
215463	8/5/2019	103574 VERDIN, FRANCISCO JAVIER	APRIL-JUNE 2019		FOLK DANCE INSTRUCTOR	

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vchlist 07/31/2019 10:28:12AM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215463	8/5/2019	103574 VERDIN, FRANCISCO JAVIER	(Continued)		017-420-1362-4260	1,050.00
					Total :	1,050.00
215464	8/5/2019	889644 VERIZON BUSINESS	66495443		CITY HALL LONG DISTANCE	
			66495444		001-190-0000-4220	52.42
			66495445		CITY YARD LONG DISTANCE	
			66495446		070-384-0000-4220	15.72
			66495447		CITY HALL LONG DISTANCE & INTRAL	
			66495448		001-190-0000-4220	26.20
			66495449		POLICE LONG DISTANCE	
			66495450		001-222-0000-4220	122.83
			66495451		CITY YARD LONG DISTANCE	
			66495452		070-384-0000-4220	10.48
			66495453		PARK LONG DISTANCE	
			66495454		001-420-0000-4220	15.97
			66495985		ENGINEERING LONG DISTANCE	
			66495986		001-310-0000-4220	4.82
			66495996		CITY HALL LINES	
					001-190-0000-4220	67.51
					Total :	315.95
215465	8/5/2019	100101 VERIZON WIRELESS-LA	9832857526		PD CELL PHONE PLANS	
			98334257171		001-222-0000-4220	153.18
			9833756124		MDT MODEMS-PD UNITS	
					001-222-0000-4220	1,228.24
					VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	61.44
					001-101-0111-4220	61.44
					001-101-0103-4220	54.45
					001-101-0102-4220	54.45
					001-105-0000-4220	56.55
					Total :	1,669.75
215466	8/5/2019	888705 WEST COAST TOURS	102019		DEP-SENIOR TRIP TO LAS VEGAS	
					004-2384	1,000.00

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vchlist 07/31/2019 10:28:12AM		Voucher List CITY OF SAN FERNANDO				Page: 24
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215466	8/5/2019	888705 888705 WEST COAST TOURS	(Continued)		Total :	1,000.00
215467	8/5/2019	889138 WIEDER, CAROL	071719		INTERPRETATION SRVS-CC MTG 07/15	
					001-101-0000-4270	250.00
					Total :	250.00
215468	8/5/2019	893270 WILD HORSE CHILDREN'S	FY18/19		CIF-PUIG'S HOUSE COMM. YOUTH CN	
					053-101-0103-4430	1,000.00
					Total :	1,000.00
215469	8/5/2019	892023 WINDSTREAM	7144664-FY20		PHONE SERVICE 06/18/19-06/30/19	
					001-222-0000-4220	328.29
					001-420-0000-4220	479.00
					070-384-0000-4220	260.40
					001-190-0000-4220	854.21
			71446664-FY19		PHONE SERVICE 07/01/19-07/17/19	
					001-222-0000-4220	328.29
					001-420-0000-4220	739.42
					001-190-0000-4220	854.21
			71554817		PHONE SERVICE 07/18/19-08/18/19	
					001-222-0000-4220	659.74
					001-420-0000-4220	972.94
					070-384-0000-4220	528.19
					001-190-0000-4220	1,786.48
					Total :	7,791.17
215470	8/5/2019	103736 YWCA OF SAN GABRIEL VALLEY	070319		SENIOR EXPO MEALS	
					004-2346	567.60
					Total :	567.60
126 Vouchers for bank code :		bank3				Bank total : 1,667,251.15
126 Vouchers in this report						Total vouchers : 1,667,251.15

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

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

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SPECIAL CHECKS

vchlist

Voucher List

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07/24/2019 10:00:57AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215341	7/22/2019	893115 P.E.R.S.	1001367018		EMPLOYER CONTRIB VARIANCE-PE 06	
					018-226-0000-4124	232.92
					001-1160	2,556.53
					Total :	2,789.45
					Bank total :	2,789.45
					Total vouchers :	2,789.45

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

vchlist

Voucher List

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07/24/2019 11:19:21AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215342	7/18/2019	887264 CALPERS	2236157495		1959 SURVIVOR BENEFIT	
					018-190-0000-4124	1,532.20
					Total :	1,532.20
215343	7/18/2019	102518 P.E.R.S.	2236157495		UNFUNDED ACCRUED LIABILITY PAYM	
					018-190-0000-4124	2,718,711.00
					Total :	2,718,711.00
					Bank total :	2,720,243.20
					Total vouchers :	2,720,243.20

2 Vouchers for bank code : bank3

2 Vouchers in this report

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 5, 2019

Subject: Consideration to Approve the Updated City Council Ad Hoc Committee Assignments

RECOMMENDATION:

It is recommended that the City Council approve the updated City Council Ad Hoc Committee Assignments (Attachment "A").

BACKGROUND:

1. On March 4, 2019, City Council approved updated Ad Hoc Committee assignments.
2. On June 3, 2019, the City Council held Budget Study Session No. 2, which included a discussion of the fiscal year 2019-2020 budget priorities as well as review of the City Council Ad Hoc Committee Assignments. The presentation is available on the City's website.
3. On July 1, 2019, the City Council reviewed and approved staff's recommended changes to the City Council Ad Hoc Committee Assignments and included additional edits, including a new appointment to the Cannabis Program Ad Hoc and removal of the High Speed Rail Standing Committee.

ANALYSIS:

As part of the budget process, City Council reviewed the existing Ad Hoc Committee Assignments ("Committee"), added a scope of work for each Committee, and removed obsolete Committees. The updated Ad Hoc Committee Assignment matrix is included as Attachment "A."

BUDGET IMPACT:

There is no impact associated with adopting an updated Ad Hoc Committee Assignments listing. Eliminating obsolete Committees will save staff time to provide support to those Committees.

Consideration to Approve the Updated City Council Ad Hoc Committee AssignmentsPage 2 of 2

CONCLUSION:

Staff recommends City Council approve the updated City Council Ad Hoc Committee Assignments.

ATTACHMENTS:

A. City Council Ad Hoc Committee Assignments



THE CITY OF
SAN FERNANDO

CITY COUNCIL AD HOC & STANDING COMMITTEES

AD HOC COMMITTEES				
DATE CREATED		NAME	MEMBERS	SCOPE
1	4/2/13	East San Fernando Valley Transit Corridor	Gonzales Pacheco	Review information and develop policy recommendations to City Council related to the planned light rail project through San Fernando, including reviewing options related to the City's local match, public outreach efforts with Metro, providing feedback regarding potential improvements along the rail ROW by Metro and/or the City, and other ESFVTC policy related items that require additional study. <i>(Recommend dissolving upon completion of ESFVTC construction through San Fernando)</i>
2	2/6/17	Commercial Cannabis Program (renamed 8/5/2019)	Fajardo Pacheco	Review information and develop policy recommendations to City Council related to cannabis in San Fernando, including potential allowable uses, public outreach, permit application processes, and other cannabis policy related items that require additional study. <i>(Recommend dissolving upon adoption of local regulations and finalization of permitting process)</i>
3	8/21/17	Veterans' Recognition Program (renamed 8/5/2019)	Gonzales Fajardo	Review information and develop policy recommendations to City Council related to a Veteran's Recognition Event, including receiving feedback from local Veteran's groups, provide input to enhance the impact of the proposed event/program, and other veteran's recognition events/programs that require additional study. <i>(Recommend dissolving after completion of initial veteran's recognition event/program)</i>



CITY COUNCIL AD HOC & STANDING COMMITTEES

AD HOC COMMITTEES				
DATE CREATED		NAME	MEMBERS	SCOPE
4	10/16/17	Code Enforcement	Fajardo Lopez	Review information and develop policy recommendations to City Council related to an appropriate level of Code Enforcement in the City, including reviewing existing levels of enforcement, legal and financial resource restrictions related to Code Enforcement activities, review staff recommendations regarding program enhancements, assist with public outreach related to changes in service, and other Code Enforcement policy items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>
5	5/7/18	Wildhorse Children's Foundation regarding the use of Pioneer Park	Lopez Gonzales	Review information and develop policy recommendations to City Council related to the City's partnership with WHF, including providing feedback related to a formal agreement (e.g. Lease/MOU/etc.) regarding use of facilities at Pioneer Park, connecting WHF with other community service providers to enhance programming at the facility, provide input re: public outreach, and other WHF items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>
6	6/18/18	Citywide Parking Permits and Meters (renamed 8/5/2019)	Gonzales Fajardo	Review information and develop policy recommendations to City Council related to the City's parking meter program, including providing feedback related to potentially expanding the parking meter program and increasing the use of smart meters, provide input re: public outreach, and other parking meter items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>



CITY COUNCIL AD HOC & STANDING COMMITTEES

AD HOC COMMITTEES				
DATE CREATED		NAME	MEMBERS	SCOPE
7	10/1/18	Pension and Retiree Health Program Review (renamed 1/7/19)	Gonzales Fajardo	Review information and develop policy recommendations to City Council related to the City's Pension and Retiree Health Programs, including recommending selection of a Financial Advisor, review projections and funding strategies from the Advisor, provide feedback on presentations, and other Pension/Retiree Health funding items that require add'l study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>
8	1/7/19	City General Plan Update (renamed 8/5/2019)	Pacheco Ballin	Review information and develop policy recommendations to City Council related to updating the City's General Plan, including evaluating potential funding sources, reviewing draft plan amendments with staff, provide feedback related to public outreach efforts, and other General Plan items that require additional study. <i>(Recommend dissolving upon adoption of an updated General Plan)</i>
9	2/4/19	U.S. Census 2020	Ballin Gonzales	Review information and develop policy recommendations to City Council related to the United States Census 2020, including act as the City's liaison on the City's Complete Count Committee, provide feedback related to Census public outreach activities/programs, and other Census items that require additional study. <i>(Recommend dissolving upon completion of 2020 Census activities)</i>
10	2/4/19	Social Media Policy	Ballin Pacheco	Review information and develop policy recommendations to City Council related to the City's Social Media program, including reviewing the draft social media policy and other parking meter items that require additional study. <i>(Recommend dissolving upon adoption of Social Media Policy)</i>



THE CITY OF
SAN FERNANDO

CITY COUNCIL AD HOC & STANDING COMMITTEES

AD HOC COMMITTEES				
DATE CREATED		NAME	MEMBERS	SCOPE
11	2/19/19	Green City Ad Hoc (renamed 8/5/2019)	Ballin Fajardo	Review information and develop policy recommendations to City Council related to the City's environmental related programs, including environmental programs available to City residents, public outreach efforts, City Hall programs to decrease carbon footprint, and other Green City items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>
12	3/4/19	Local Minimum Wage (renamed 8/5/2019)	Ballin Pacheco	Review information and develop policy recommendations to City Council related to the City's minimum wage, including review of studies related to local minimum wage, public outreach efforts to stakeholders, and other Minimum Wage items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>

STANDING COMMITTEES					
DATE CREATED		MEETING DAY/TIME	NAME	MEMBERS	COMMENT
1			None at this time.		

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: August 5, 2019

Subject: Consideration to Approve the Purchase of a 2019 Dodge Charger Police Vehicle

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a 2019 Dodge Charge Police Vehicle from National Auto Fleet Group through a cooperative purchasing contract with Sourcewell (formally National Joint Power Alliance), contract #120716-NAF (Attachment "A"); and
- b. Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group in an amount not to exceed \$29,594.35.

BACKGROUND:

1. The City has established a six-year rotation for unmarked emergency police vehicles to maximize their useful lives.
2. The new vehicle will replace a high-mileage 2002 Ford Crown Victoria unmarked emergency police vehicle.
3. Funds were allocated in the Fiscal Year (FY) 2019-2020 budget to purchase one unmarked police vehicle.

ANALYSIS:

This vehicle is being purchased by cooperative procurement through a competitively bid contract between Sourcewell and National Auto Fleet Group. Purchasing the vehicle in this manner is in accordance with the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the

Consideration to Approve the Purchase of a 2019 Dodge Charger Police VehiclePage 2 of 2

vehicle is being offered by the vendor at the same terms, conditions and price (Attachment "B") as described in the contract with Sourcewell.

BUDGET IMPACT:

A total of \$40,000 was budgeted in the City's approved FY 2019-2020 Budget for the purchase of a new unmarked emergency police vehicle (Fund 041-224-0000-4500). Therefore, sufficient funds are allocated for this purchase.

CONCLUSION:

It is recommended that the City Council waive formal bid requirements and approve the purchase of a 2019 Dodge Charger Police Vehicle and authorize the City Manager to execute a purchase order in the amount of \$29,594.35 using the Sourcewell Contract Purchasing Cooperative contract.

ATTACHMENTS:

- A. Sourcewell/National Auto Fleet Group Contract
- B. Vehicle Quote and Specifications

ATTACHMENT "A"

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: 72 Hoot LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<u>N/A</u>		<u>None taken</u>	

Proposer's Signature: Date: 12-5-16**NJPA's clarification on exceptions listed above:**

Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA

Company Name: National Auto Fleet Group Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: [Signature] JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Cooley
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA National Auto Fleet Group

Address: 490 Auto Center Drive

City/State/Zip: Watsonville, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCooper@nationalautofleetgroup.com

Authorized Signature: [Signature]

Authorized Name (printed): Jesse Cooper

Title: Fleet Manager

Date: 12-2-16

Notarized

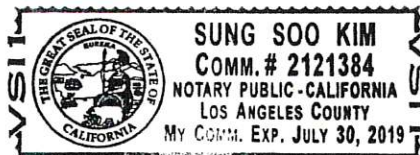
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: [Signature]



**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: National Auto Fleet Group _____

Questionnaire completed by: Jesse Cooper _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____



Date: _____

12-6-16

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

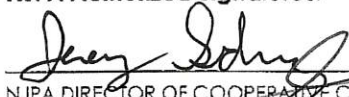
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coale
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #120716-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 25.86% down to 1% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
**Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicle's to fit your need.

Jesse Cooper

National Auto Fleet Group





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

July 9, 2019

Mr. Chris Colelli
City of San Fernando Police Department
910 1st Street
San Fernando, Ca 91340
Delivery Via Email

Dear Lieutenant Colelli,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at San Fernando, new/unused 2019 Dodge Charger AWD V-8 Pursuit Admin responding to your requirement with the attached specifications for \$26,896.00 plus, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

Selling Price	26,896.00
Sales Tax 10.0%	2,689.60
Tire Tax	8.75
Total	29,594.35

Delivery 60-90 days ARO
Quote good till fleet order cut off Approx.8-20-2019
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com



Prepared By:

Kevin Buzzard

Wonries Fleet Group / National Auto Fleet
Group

400 S Atlantic Blvd

Alhambra , California, 91802

Phone: (626) 457-5590

Fax: (626) 457-5593

Email: Buzzard5150@Gmail.com

2019 Dodge Charger

LDEE48 4dr AWD Sedan Police



Photo may not represent exact vehicle or selected equipment.

Prepared By:
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 Alhambra , California, 91802

2019 Dodge Charger

• VEHICLE REPORT

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

SELECTED MODEL

Code	Description
LDEE48	2019 Dodge Charger 4dr AWD Sedan Police

SELECTED VEHICLE COLORS

Code	Description
-	Interior: BLACK
-	Exterior 1: PITCH BLACK CLEARCOAT
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class
PACKAGES		
29A	Quick Order Package 29A	OPT
EMISSIONS		
NAS	50 State Emissions	OPT
POWERTRAIN		
EZH	Engine: 5.7L V8 HEMI MDS VVT	STD
DGJ	Transmission: 5-Speed Automatic (W5A580)	STD
WHEELS & TIRES		
TWW	Tires: P225/60R18 BSW Performance	STD
WEG	Wheels: 18" x 7.5" Steel	STD
W8B	18" Wheel Covers	INC
TBH	Full Spare Tire Relocation Bracket	OPT
SEATS & SEAT TRIM		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®. Data Version: 5.0. Data updated 07/17/2014 09:13:22 PM © Copyright 1999-2012 Chrome Data Solutions LP. All rights reserved.
 July 09, 2019

Prepared By:

Kevin Buzzard

Wonries Fleet Group / National Auto Fleet
Group400 S Atlantic Blvd
Alhambra, California, 91802**2019 Dodge Charger****• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

SELECTED OPTIONS

Code	Description	Class
SEATS & SEAT TRIM (Continued)		
C8	Heavy Duty Cloth Bucket & Rear Bench Seats	STD
OTHER OPTIONS		
APA	Monotone Paint Application	STD
UAG	Radio: Uconnect 4 w/7" Display	STD
CKD	Floor Carpet Front & Rear Floor Mats	INC
MDA	Front License Plate Bracket	OPT
LBG	Front Reading/Map Lamps	INC
FLEET OPTIONS		
	FCA 5 yr/100,000 Mile Powertrain Limited Warranty All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5) receive the 3 year 36,000 mile Basic Limited Warranty and the 5 year 100,000 mile Fleet Powertrain coverage. The 5 year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to second/subsequent owners to continue the warranty beyond the original owner. This limited warranty is provided to owners of a Chrysler, Dodge, Jeep and Ram vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for fleet government bid/leases and fleet commercial/lease orders only.	OPT
GXQ	Additional Non-Key Alike Fobs	OPT
AHM	Convenience Group I Power Adjustable Pedals; Power Front Driver/Passenger Seats; Power Driver/Passenger 4-Way Lumbar Adjust	OPT
AWC	Fleet Safety Group Blind Spot Power Fold Pursuit Mirrors; Blind Spot & Cross Path Detection; Exterior Mirrors w/Heating Element	OPT
LSA	Security Alarm	OPT
AEB	Street Appearance Group (W8B) 18" Wheel Covers; Dual Remote USB Port - Charge Only; (CKD) Floor Carpet; Front/Rear Climate Control Outlets; (LBG) Front Reading/Map Lamps; Full Length Floor Console; Illuminated Front Cupholders; Media Hub (2 USB, AUX); (GUK) Power	OPT

Prepared By:
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2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

SELECTED OPTIONS

Code	Description	Class
FLEET OPTIONS (Continued)		
	Heated Mirrors w/Man F/Away	
INTERIOR COLORS FOR : PRIMARY (POLICE)		
X9	Black	OPT
EXTERIOR COLORS FOR : PRIMARY (POLICE)		
PX8	Pitch Black Clearcoat	OPT

OPTIONS TOTAL

Prepared By:

Kevin Buzzard

Wonries Fleet Group / National Auto Fleet
Group400 S Atlantic Blvd
Alhambra, California, 91802**2019 Dodge Charger****• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT**Powertrain**

- *HEMI 370hp 5.7L OHV 16 valve V-8 engine with variable intake length, SMPI, cylinder deactivation*
- *Recommended fuel : regular unleaded*
- *Emissions Type: LEV II*
- *5 speed automatic transmission with overdrive, AUTOSTICK sequential sport shift*
- *All-wheel drive*
- *Fuel Economy City: 15mpg*
- *Fuel Economy Highway: 23mpg*
- *Fuel Tank Capacity: 18.5gal.*

Suspension/Handling

- *Front independent short and long arm suspension with anti-roll bar, gas-pressurized shocks*
- *Rear independent multi-link suspension with HD anti-roll bar, gas-pressurized shocks*
- *Rear auto-leveling suspension*
- *HD suspension*
- *Electro-hydraulic power assist rack-pinion steering*
- *Front and rear 18" x 7.5" steel wheels with full wheel covers*
- *P225/60WR18.0 BSW summer performance front and rear tires*

Body Exterior

- *4 doors*
- *Driver and passenger power remote heated door mirrors*
- *Body-colored door mirrors*

Prepared By:
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2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT**Body Exterior (Continued)**

- *Body-colored bumpers*
- *Clearcoat paint*

Convenience

- *Dual zone front manual air conditioning with air filter*
- *Cruise control with steering wheel controls*
- *Power windows*
- *Driver and passenger 1-touch down*
- *Driver and passenger 1-touch up*
- *Remote power door locks with 2 stage unlock and illuminated entry*
- *Manual tilt steering wheel*
- *Manual telescopic steering wheel*
- *Day-night rearview mirror*
- *Power adjustable pedals*
- *Wireless phone connectivity*
- *2 1st row LCD monitors*
- *Front and rear cupholders*
- *Dual visor vanity mirrors*
- *Full floor console*
- *Covered floor storage*
- *Driver and passenger door bins*

Prepared By:

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2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT**Convenience (Continued)**

- *Rear door bins*

Seats and Trim

- *Seating capacity of 5*
- *Front bucket seats*
- *8-way (6-way power) driver seat adjustment*
- *Power 4-way driver lumbar support*
- *Power height adjustable driver seat*
- *8-way (6-way power) passenger seat adjustment*
- *Power 4-way passenger lumbar support*
- *Rear bench seat*
- *Cloth seat upholstery*
- *Leather/metal-look steering wheel*
- *Carpet front and rear floor mats*

Entertainment Features

- *AM/FM/Satellite-prep radio*
- *Uconnect external memory control*
- *Steering wheel mounted radio controls*
- *6 speakers*
- *Window grid antenna*

Lighting, Visibility and Instrumentation

Prepared By:

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2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT**Lighting, Visibility and Instrumentation (Continued)**

- *Halogen projector beam headlights*
- *Delay-off headlights*
- *Fully automatic headlights*
- *Variable intermittent front windshield wipers*
- *Speed sensitive wipers*
- *Rear window defroster*
- *Light tinted windows*
- *Front reading lights*
- *Tachometer*
- *Compass*
- *Outside temperature display*
- *Low tire pressure warning*
- *Trip computer*
- *ParkSense parking sensors*
- *Trip odometer*
- *Blind spot sensor*
- *Rear camera*

Safety and Security

- *4-wheel ABS brakes*
- *Brake assist*

Prepared By:

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400 S Atlantic Blvd

Alhambra , California, 91802

2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT**Safety and Security (Continued)**

- 4-wheel disc brakes
- Electronic stability
- ABS and driveline traction control
- Dual front impact airbag supplemental restraint system
- Dual seat mounted side impact airbag supplemental restraint system
- Curtain 1st and 2nd row overhead airbag supplemental restraint system
- Knee airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Remote activated perimeter/approach lighting
- Power remote door locks with 2 stage unlock and panic alarm
- Security system with Sentry Key immobilizer
- Manually adjustable front head restraints with anti-whiplash
- Fixed rear head restraints

Specs and Dimensions

- Engine displacement: 5.7L
- Engine horsepower: 370hp @ 5,250RPM
- Engine torque: 395 lb.-ft. @ 4,200RPM
- Bore x stroke : 3.92" x 3.58"
- Compression ratio: 10.50:1
- Governed rpm: 5,800RPM

Prepared By:
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2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT**Specs and Dimensions (Continued)**

- Gear ratios (1st): 3.59
- Gear ratios (2nd): 2.19
- Gear ratios (3rd): 1.41
- Gear ratios (4th): 1.00
- Gear ratios (5th): 0.83
- Gear ratios (reverse): 3.16
- Curb weight: 4,522lbs.
- GVWR: 5,500lbs.
- Towing capacity: 1,000lbs.
- Exterior length: 198.4"
- Exterior body width: 75.0"
- Exterior height: 58.4"
- Wheelbase: 120.2"
- Front track: 63.4"
- Rear track: 63.8"
- Turning radius: 19.4'
- Min ground clearance: 5.1"
- Front legroom: 41.8"
- Rear legroom: 40.1"

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2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Front headroom: 38.6"*
- *Rear headroom: 36.6"*
- *Front hiproom: 56.2"*
- *Rear hiproom: 56.1"*
- *Front shoulder room: 59.5"*
- *Rear shoulder room: 57.9"*
- *Passenger volume: 104.7cu.ft.*
- *Interior cargo volume: 16.1cu.ft.*
- *Interior maximum cargo volume: 16.1cu.ft.*

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Alhambra , California, 91802

2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

WARRANTY INFORMATION**WARRANTY****Basic:***36 month/36,000 miles***Powertrain:***60 month/100,000 miles***Corrosion Perforation:***60 month/unlimited mileage***Roadside Assistance:***60 month/60,000 miles*

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2019 Dodge Charger

• VEHICLE REPORT

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

WINDOW STICKER

Code	Model	MSRP
LDEE48	2019 Dodge Charger LDEE48 4dr AWD Sedan Police	
Code	Options	MSRP
29A	QUICK ORDER PACKAGE 29A	\$0.00
NAS	50 STATE EMISSIONS	\$0.00
EZH	ENGINE: 5.7L V8 HEMI MDS VVT	\$0.00
DGJ	TRANSMISSION: 5-SPEED AUTOMATIC (W5A580)	\$0.00
TWW	TIRES: P225/60R18 BSW PERFORMANCE	\$0.00
WEG	WHEELS: 18" X 7.5" STEEL	\$0.00
W8B	18" WHEEL COVERS	\$0.00
TBH	FULL SPARE TIRE RELOCATION BRACKET	
C8	HEAVY DUTY CLOTH BUCKET & REAR BENCH SEATS	\$0.00
UAG	RADIO: UCONNECT 4 W/7" DISPLAY	\$0.00
CKD	FLOOR CARPET	\$0.00
MDA	FRONT LICENSE PLATE BRACKET	\$0.00
LBG	FRONT READING/MAP LAMPS	\$0.00
GXQ	ADDITIONAL NON-KEY ALIKE FOBS	
AHM	CONVENIENCE GROUP I	
AWC	FLEET SAFETY GROUP	
LSA	SECURITY ALARM	
AEB	STREET APPEARANCE GROUP	
LEP	BODY COLOR EXTERIOR MIRRORS	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook® Data Version: 5.0, Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 July 09, 2019

Prepared By:
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Alhambra , California, 91802

2019 Dodge Charger**• VEHICLE REPORT**

2019 Dodge Charger LDEE48 4dr AWD Sedan Police

WINDOW STICKER

X9	(0 I) BLACK	\$0.00
PX8	(0 P) PITCH BLACK CLEARCOAT	\$0.00
SUBTOTAL		
Advert/Adjustments		\$0.00
Destination Charge		
TOTAL PRICE		

Est City: 15.00 mpg**Est Highway: 23.00 mpg****Est Highway Cruising Range: 425.00 mi**

PAGE 04

TO: SF0H FROM: CWS IW 07/02/19 10:35:07

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Kenneth Jones, Public Works Management Analyst

Date: August 5, 2019

Subject: Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Transportation to Prepare a Safe and Active Streets Implementation Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept a grant award in the amount of \$141,680 from Caltrans to prepare a Safe and Active Streets Implementation Plan;
- b. Approve a Resolution No. 7941 (Attachment "A") authorizing the City to enter into an agreement with the California Department of Transportation for the preparation of City of San Fernando's Safe and Active Streets Implementation Plan;
- c. Approve Resolution No. 7943 (Attachment "B") appropriating the grant funds in the FY 2019-2020 Budget; and
- d. Authorize the City Manager to execute the Agreement and all related documents on behalf of the City.

BACKGROUND:

1. On November 16, 2015, City Council accepted grant funds from the California Department of Transportation under the Sustainable Transportation Planning Grant Program to develop a city-wide Safe Routes to School and Active Transportation Plan (Safe and Active Streets Plan) to promote transportation safety in the community and help to encourage the increased use of walking and bicycling.
2. On August 1, 2017, City Council adopted the Safe and Active Streets Plan which detailed recommended policies, programs, and projects that would advance safety and encourage physical activity

Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Transportation to Prepare a Safe and Active Streets Implementation PlanPage 2 of 4

3. The California Department of Transportation (Caltrans) provides Transportation Planning Grants to fund transportation related planning activities at the local government level. The intent is that planning activities will lead to improvement projects that strengthen the economy, promote equity, and protect the environment. These grants are primarily funded through Senate Bill 1: the Road Repair and Accountability Act of 2017.
4. On November 26, 2018, the City in collaboration with Local Government Commission and Public Health Advocates, submitted a grant application (Attachment "C") to Caltrans to obtain funds through the Sustainable Communities grant program.
5. On May 17, 2019, a letter was received from Caltrans (Attachment "D") notifying the City that the City of San Fernando had been awarded a grant in the amount of \$141,680 for the preparation of a Safe and Active Streets Implementation Plan.

ANALYSIS:

The City of San Fernando in collaboration with two nonprofit organizations, Local Government Commission (LGC) and Public Health Advocates (PHA), submitted an application to the California Department of Transportation for Sustainable Communities grant funds to prepare a plan to prioritize active transportation projects for implementation. The Implementation Plan ("Plan") will build on the Safe and Active Streets Plan that was developed in FY 2016-17.

The City was the primary agency on the grant application and is the grant recipient. Both LGC and PHA were sub-applicants, and as nonprofit organizations, are eligible for funding through the grant. The City will be responsible for grant administration, the procuring of a technical consultant to produce the plan, and guaranteeing the successful completion of the project. LGC's role will be to assist the City with managing the project and conducting the public engagement process; PHA will assist with community outreach and engagement.

Implementation Plan

Given San Fernando's poor ranking in past years when it comes to collisions suffered by pedestrians and cyclists under the age of 15, the plan will place a special emphasis on locations frequented by youth including schools and parks. Based on statistics provided by the Office of Traffic Safety, from 2011 through 2015 (the last year for which data is available), the City of San Fernando was in the top 20 percent of cities of comparable size for crashes involving pedestrians. Of particular concern was crashes involving the youth. In 2011, 2014 and 2015, for example, when compared to cities with a population between 10,001 and 25,000, San Fernando ranked 1st, 4th and 5th, respectively, for crashes of pedestrians under the age of 15. In regards to crashes amongst youth bicycling, the City ranked 13th in 2012 and 11th in 2015 compared to over 100 cities of similar size.

Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Transportation to Prepare a Safe and Active Streets Implementation Plan

Page 3 of 4

The Plan is consistent with both the Regional Transportation Plan and Sustainable Communities Strategy goals of:

- Reducing vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions
- Maximizing mobility and accessibility
- Preserving and ensuring a sustainable regional transportation system
- Protecting the environment

The Plan will solicit input from residents, schools, businesses and other stakeholders to identify priority projects and develop detailed design concepts that can be implemented in the short term as part of the City's annual maintenance and capital improvement projects as well as through grants from the state Active Transportation Program.

Project Budget

SOURCES		
Fund	Account Number	Allocation
Sustainable Communities Grant	010-3686-0628	\$ 141,680
In-Kind Services (City Staff Time)		\$ 18,356
Total Sources:		\$ 160,036

USES		
Activity	Account Number	Cost
Plan Development	010-311-0628-4600	\$ 79,460
LGC (Public Engagement)	010-311-0628-4600	\$ 38,280
PHA (Community Outreach)	010-311-0628-4600	\$ 23,940
Contract Administration	Various Accounts	\$ 18,356
Expenditures-to-Date (if applicable)		
Total Uses		\$ 160,036

BUDGET IMPACT:

The grant requires a local match of 11.47 percent of the project's total valuation of \$160,036; City's local match is \$18,356. The \$18,356 will be met through in-kind staff administrative time dedicated to overseeing the development of the Plan and grant administration.

Consideration to Approve a Resolution Authorizing the City to Enter Into an Agreement with the California Department of Transportation to Prepare a Safe and Active Streets Implementation PlanPage 4 of 4

CONCLUSION:

It is recommended that the City Council approve Resolution No. 7941 authorizing the City to enter into an agreement with Caltrans for the preparation of a Safe and Active Streets Implementation Plan, approve Resolution No. 7943 appropriating the grant funds and authorize the City Manager to execute the agreement.

ATTACHMENTS:

- A. Resolution No. 7941
- B. Resolution No. 7943
- C. Grant Application
- D. Award Letter

ATTACHMENT "A"**RESOLUTION NO. 7941****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADOPTING A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE PREPARATION OF CITY OF SAN FERNANDO'S SAFE AND ACTIVE STREETS IMPLEMENTATION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City Council is eligible to receive Federal and/or State funding for certain transportation planning related plans through the California Department of Transportation; and

WHEREAS, it is required that a Grant Agreement be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Program; and

WHEREAS, the City of San Fernando wishes to enter into an agreement with the California Department of Transportation and authorize the City Manager to execute the agreement and any amendments thereto; and

WHEREAS, the California Department of Transportation requires a resolution from the City authorizing the City to enter into an agreement with the California Department of Transportation to receive funds and specify an authorized signatory for the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Fernando, as follows:

SECTION 1: Pursuant to the forgoing recitations, the City Council hereby authorizes the City to enter into an agreement with the California Department of Transportation for the preparation of a Safe and Active Streets Implementation Plan and authorizes the City Manager to sign and execute the agreement, and amendments thereto, with the California Department of Transportation.

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2019.

Joel Fajardo, 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 5th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESOLUTION NO. 7943****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2019-20 ADOPTED ON JUNE 1, 2019**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-20, commencing July 1, 2019, and ending June 30, 2020; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City requires \$141,680 in funds to prepare a Safe and Active Streets Implementation Plan; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, a copy of which is on file in the City Clerk's Office, was adopted on June 1, 2019.

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

Section 1. The following adjustments are made to the City Budget:

Capital Grants: Safe and Active Streets Implementation Plan

Increase in Expenditures: \$141,680
010-311-0628-4600

Increase in Revenues: \$141,680
010-311-0628

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2019.

Joel Fajardo, 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 5th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION

Check here, if technical project: ☐

PROJECT TITLE	San Fernando Safe and Active Streets Implementation Plan
PROJECT LOCATION (city and county)	City of San Fernando, Los Angeles County

	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization	City of San Fernando	Local Government Commission	Public Health Advocats
Mailing Address	117 Macneil Street	980 9th Street, Suite 1700	PO Box 2309
City	San Fernando, CA	Sacramento, CA	Davis, CA
Zip Code	91340	95814	95617
Executive Director/designee and title	Alexander P. Meyerhoff, City Manager	Kate Meis, Executive Director	Harold Goldstein, Executive Director
E-mail Address	AMeyerhoff@sfcity.org	kmeis@lgc.org	hg@phadvocates.org
Contact Person and title	Yazdan Emrani, Director of Public Works, City Engineer	Josh Meyer, Program Director	Alfred Mata, Program Manager
Contact E-mail Address	YEmrani@sfcity.org	jmeyer@lgc.org	AM@phadvocates.org
Phone Number	818-898-1222	916-448-1198 x310	626-833-3817

FUNDING INFORMATION

Use the Match Calculator to complete this section.

[**Match Calculator**](#)

Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$ 141,680	\$ 18,356	\$	\$ 160,036

**Specific Source of Local Match and Name of Provider
(i.e., local transportation funds, local sales tax, special bond measures, etc.)**

City staff time dedicated to this project.

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CALTRANS SUSTAINABLE TRANSPORTATION PLANNING SUSTAINABLE COMMUNITIES GRANT APPLICATION

LEGISLATIVE INFORMATION*

Please list the legislative members in the project area. Attach additional pages if necessary.

State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Robert Hertzberg	18	Luz M. Rivas	39
	-		-
	-		-
	-		-
	-		-
	-		-

*Use the following link to determine the legislators.
<http://findyourrep.legislature.ca.gov/> (search by address)

1A. Project Timeframe (Start and End Dates): October 2019 to February 2022

1B. Project Area Boundaries: City of San Fernando

1C. Project Description: Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **150 words maximum (15 points):**

San Fernando will partner with the non-profits Local Government Commission and Public Health Advocates to prepare a plan to prioritize active transportation projects for implementation. The Implementation Plan will build on the Safe and Active Streets Plan that was developed in 2016-17 by engaging residents, schools, businesses and other stakeholders to identify priority projects and develop more detailed design concepts that can be implemented in the short term through maintenance and capital improvement projects as well as through grants from the state Active Transportation Program. Given San Fernando's poor ranking in past years when it comes to collisions suffered by pedestrians and cyclists under the age of 15, special emphasis will be placed on locations frequented by youth including schools and parks. The plan is consistent with state and regional SCS/RTP goals of reducing VMT and GHG emissions, maximizing mobility/accessibility, preserving/ensuring a sustainable regional transportation system, and protecting the environment/health.

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CALTRANS SUSTAINABLE TRANSPORTATION PLANNING SUSTAINABLE COMMUNITIES GRANT APPLICATION

2A. Project Justification: Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project. This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). Competitive applications support the need for the project with empirical data, describe how this project addresses issues raised, define the public benefit, explain how the public was involved with identifying issues, and describe the impact of not funding the project. **Do not exceed the space provided. (10 points):**

The City of San Fernando is a small city of 24,000 residents in Los Angeles County located in the northern part of the San Fernando Valley. At 2.4 square miles, San Fernando is a compact community in which many residents, including many children, often walk to nearby destination. San Fernando's proximity to the 5, 118, and 210 freeways and the Metrolink Commuter Station also makes the City an attractive community for those commuting to downtown Los Angeles and other destinations throughout the Valley. However, the proximity to major freeways and the prevalence of large arterial corridors has resulted in higher than average pedestrian and bicycle crashes.

Between 2007 and 2017, 106 pedestrian-involved crashes and 57 bicycle-involved crashes occurred in the City of San Fernando (Transportation Injury Mapping System, TIMS). Three of those crashes were fatal, 15 resulted in severe injury and 52 resulted in other visible injuries. As shown on the attached pedestrian/bicycle crash heat map, the crashes are distributed throughout the City and are concentrated on several large corridors including San Fernando Road, Truman Street, Hubbard Street, San Fernando Mission Blvd., Maclay Avenue and Brand Blvd.. Of particular concern are intersections along San Fernando Road and Truman Street, including Hubbard Street and San Fernando Road, Hubbard Street and Truman Street, San Fernando Mission Blvd. and San Fernando Road, Truman Street and Maclay Avenue, San Fernando Road and Brand Blvd..

To gauge the challenges faced by San Fernando, it's helpful to review the Office of Traffic Safety rankings to compare traffic crashes involving pedestrians and cyclists in San Fernando to approximately 100 other cities in California of a similar size, that is with a population between 10,001 and 25,000 (www.ots.ca.gov/Media_and_Research/Rankings/default.asp). From 2011 through 2015 (the last year for which data is available), the City of San Fernando was in the top 20 percent of cities of a comparable size for crashes involving pedestrians. Of particular concern are crashes involving youth. From 2009 through 2011 and 2014 through 2015 it ranked in the top 20 percent for crashes involving pedestrians under the age of 15. In 2011, 2014 and 2015, for example, when compared to cities with a population between 10,001 and 25,000, San Fernando ranked #1, #4 and #5, respectively, for pedestrians under the age of 15. The situation isn't much better with bicyclists. The City ranked in the top 20 percent for bicyclists in 2012 and 2014. Again, youth bicycling crashes stand out with the City ranking #13 in 2012 and #11 in 2015 compared to over 100 cities of similar size.

In response to this, in 2016 and 2017 the City developed a Safe and Active Streets Plan (SASP) that encompassed both an Active Transportation Plan and a Safe Routes to School Plan for the 11 schools in the City. The SASP did an excellent job of engaging the community to identify challenges to walking and bicycling in the City. However, since the SASP is a Citywide plan, it did not develop detailed conceptual designs for some of the recommended improvements and the cost estimates were very broad. The Implementation Plan will build upon the recommendations in the SASP by developing more detailed conceptual designs and cost estimates for the highest priority projects. Community members will be engaged in the process to vet the priorities identified in the SASP.

This project will address the issues mentioned above by obtaining public input through a community design charrette process that engages residents and businesses in the City. Special efforts will be made to engage residents who can't afford a car or are not able to drive, i.e. children, seniors and low-income residents. The City will partner with the non-profit organization Public Health Advocates to conduct outreach throughout the City but especially to lower income, underserved residents to get input on priority projects.

The Implementation Plan will address the following key issues:

- Assess the location of pedestrian/bicycle crashes to identify the necessary physical/operational safety countermeasures.

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SUSTAINABLE COMMUNITIES GRANT APPLICATION

(2A. Project Justification Continued)

- Identify high-density pedestrian and bicycle activity centers, especially routes children take to and from school, where the City would most benefit from investing in changes to improve safety.
- Identify bicycle routes that are used by residents and especially youth that would benefit from changes to improve safety.
- Develop conceptual designs and cost estimates for recommended changes to streets so that the City can proceed expeditiously with identifying funds for implementation.

The Implementation Plan will evaluate the key issues listed above and develop a prioritized list of projects and conceptual designs/cost estimates for pedestrian and bicycle improvements. The Implementation Plan will provide City leaders, staff and the community a blueprint for moving forward with implementing projects to create safer conditions throughout the City. The Implementation Plan will also help the City give greater emphasis to active transportation projects in future years.

Failure to move forward on this project will result not only in the perpetuation of unsafe conditions but also in a piecemeal approach at the local level that will fall short of community needs. It will also make it difficult for the City of San Fernando to keep up with other, wealthier cities in the Los Angeles region, that are moving rapidly forward with innovative projects to support and encourage more walking and bicycling. In today's competitive economic environment, cities that fail to respond to new trends often suffer a loss of jobs and new investments.

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2B. Disadvantaged Communities Justification: Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities, as well as how the proposed project addresses the needs of the disadvantaged community. The tools in the Grant Application Guide (Pages 10-12) are intended to help applicants define a disadvantaged community. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool. Also describe how disadvantaged communities will benefit from the proposed planning project.

Do not exceed the space provided. (5 points):

The City of San Fernando meets the definition of a disadvantaged community since students at all its schools meet the threshold of being eligible for free and reduced price meals. According to the Department of Education web site (<https://www.cde.ca.gov/ds/sd/sd/files.asp>) the percentage of students that are eligible for free and reduced price meals is as follows: San Fernando Elementary School: 90.2%; Morningside Elementary School: 87.6%; O'Melveny Elementary School: 90.3%; Gridley Street Elementary School: 84.8%; San Fernando Middle School: 94.4%; San Fernando Sr. High School: 91.3%; Cesar Chavez Learning Academies (Social Justice: 89.7%); Cesar Chavez Learning Academies (Academy of Scientific Exploration: 83.2%); Cesar Chavez Learning Academies (Arts/Theatre: 75%); and Cesar Chavez Learning Academies (Technology Prep: 86.2%).

Since schools are dispersed throughout the City and serve underserved residents throughout the City, this project will provide a benefit to disadvantaged communities. Specifically, the focus on improving safety for children traveling to and from the schools mentioned above will directly benefit lower-income, disadvantaged residents many of whom tend to walk and ride a bicycle more.

2C. Disadvantaged Communities Engagement: Applicants should describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities. Also describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Pages 21-22, for best practices in community engagement.

Do not exceed the space provided. (5 points):

The City will partner with Public Health Advocates, a non-profit organization that worked on the Safe and Active Streets Plan, to engage disadvantaged residents living in San Fernando. The Local Government Commission, a non-profit organization that has provided technical assistance on active transportation to disadvantaged communities across the state, will lead the community engagement activities. An Advisory Group established at the outset of the project with participation from the City, schools and community-based organizations, will also play an important role in advising the project team on how best to engage disadvantaged residents. The project team will work closely with schools in the City to identify the best methods to reach and engage disadvantaged students and parents. Special efforts will be made to engage parents through parent/teacher councils, English as a Second language classes, and other community efforts that engage low-income residents.

Given that 35.3% of residents are foreign born (largely in Latin America) and that 79% speak Spanish at home (U.S. Census, American Community Survey 2016), all outreach materials will be prepared in English and Spanish. All workshops and related activities will also be conducted in English and Spanish. Additional outreach will be conducted via social media. The City will provide information about the project through its web page and social media portals. Following development of the Plan, the City will maintain contact with residents through the City website and by periodic email and web page updates, especially as proposals are prepared to implement changes based on the Plan.

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CALTRANS SUSTAINABLE TRANSPORTATION PLANNING SUSTAINABLE COMMUNITIES GRANT APPLICATION

3. Grant Specific Objectives: Explain how the proposed project addresses the grant specific objectives of the Sustainable Communities grant program. Applicants should integrate the following Grant Program Considerations (Pages 4-14) in the responses for 3A-G below, as applicable:

- California Transportation Plan (CTP) 2040
- 2017 RTP Guidelines and Promoting Sustainable Communities in California
- Complete Streets and Smart Mobility Framework
- Climate Ready Transportation
- Addressing Environmental Justice and Disadvantaged Communities
- California Sustainable Freight Action Plan
- 2017 Climate Change Scoping Plan Update, Appendix C
- Planning for Housing

3A. Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable). Applicants should demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc. Also explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. See Pages 16-18 for example project types. **Do not exceed the space provided. (5 points):**

The SCS/RTP goals developed by the Southern California Association of Governments call for maximizing mobility and accessibility, preserving and ensuring a sustainable regional transportation system, and protecting the environment and health. This project will help further those goals by creating an environment in which residents will be able to take more trips by walking and bicycling. The plan also helps implement the SCS/RTP goal of reducing vehicle miles traveled (VMT) and GHG emissions by promoting active transportation.

The City participates in the San Fernando Valley Council of Governments and the Southern California Association of Governments and its elected officials and staff will be able to coordinate with these regional entities as the project moves forward to discuss initiatives that might be coordinated with neighboring cities.

3B. Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

Do not exceed the space provided. (5 points):

The Plan will directly help reduce GHG emissions by implementing projects that will shift more trips to walking and bicycling. By improving safety for walking and bicycling, the plan will help support more travel by these modes. The City is a compact 1.25 miles northwest to southeast and about 1.9 miles southwest to northeast. Many of the destinations that residents travel to on a routine basis — to school, the park, grocery store, or church — are within a 10 minute, ½ mile radius of where they live. Riding a bicycle extends that range by over two miles which means that all of the destinations in the City are reachable by bicycle in under 10 minutes. If conditions are improved along major corridors and at problem locations, more residents will feel safe and comfortable shifting some of their shorter trips to walking and bicycling. This, in turn, will help reduce vehicle use which contributes significantly to greenhouse gas emissions in California. The project will use an approach based on Caltrans' Smart Mobility Framework (SMF) which applies principles of location efficiency, reliable mobility, health and safety, environmental stewardship, social equity and a robust economy to transportation challenges. Land use and transportation efforts to improve connectivity, focus on lower income residents and create a more walkable and bicycle-friendly City are consistent with the Smart Mobility Framework (SMF).

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- 3C.** Explain how the proposal supports other State goals, including but not limited to, State planning priorities (Government Code Section 65041.1), climate adaptation goals (Safeguarding California), and the goals and best practices cited in the 2017 RTP Guidelines, Appendices K and L. **Do not exceed the space provided. (5 points):**

This project directly addresses many of the State's planning priorities and goals. Developing a plan that emphasizes active transportation and reduced use of motor vehicles supports the vision of compact, transit-oriented infill development in State Planning goals in Government Code Section 65041.1. Improving conditions for walking to neighborhood schools helps discourage further sprawl and inefficient development on greenfields. The Implementation Plan will also result in a more resilient and adaptable transportation system, an important recommended climate adaptation strategy.

Furthermore, the Implementation Plan supports the goals in Appendices K and L of the 2017 RTP guidelines which call for improving health. As numerous studies have found, and as recommended by the Surgeon General, walking and bicycling are accessible and inexpensive ways for people of all ages to stay healthy. The County Public Health Department has weighed in in support of this project.

- 3D.** Explain how the proposal encourages stakeholder involvement. Applicants should list the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies), as well as how they will be involved throughout the project. **Do not exceed the space provided. (5 points):**

The City, with support from the Local Government Commission and Public Health Advocates, will engage stakeholders in the development of the Implementation Plan for the City of San Fernando in several ways. At the outset, the City and its partners will establish an Advisory Group that will include City staff (public works and planning); school principals or vice principals; representatives from medical centers; Chamber of Commerce and business organizations; County health department; Caltrans and Metro staff; 1-2 representatives from City Commissions dealing with Transportation and Safety, Planning and Preservation, and Parks, Wellness and Recreation; and 3-4 representatives of community-based organizations in the City. The Advisory Group will provide input throughout the project and advise the City on how best to engage local stakeholders and community members. During the 2-day charrette that will be used to develop the plan, several 90-minute stakeholder meetings will be set up with the following groups: emergency responders, school administrators, and business organizations. Several stakeholder meetings will be scheduled during the charrette and stakeholders will also be invited to participate during charrette workshops, walk audits and other events.

- 3E.** Explain how the proposal involves active community engagement. Applicants should describe the specific public outreach methods/events that will be employed throughout the project, as well as how public input will inform the project. Also describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort. **Do not exceed the space provided. (5 points):**

The community charrette approach that will be used for this project starts with the assumption that the "experts" on what works and what doesn't in a community are the residents, businesses, staff and service providers that live, work and play in the area every day. All of the activities before, during and after the charrette will involve active community engagement. Activities during the charrette will be designed to ask participants to provide comments and input through a variety of active exercises. The first is a voting exercise during which participants are asked to dot vote for the projects they believe are of greatest need. The second is a design table exercise where participants in small groups help refine the recommended projects developed during the SASP by writing and drawing their comments and ideas on plans prepared during the SASP. Walkability and bicycling audits will also be held either before, during or after the charrette in order to engage residents in an active way to provide additional input. Surveys distributed after all events will gauge whether participants felt their concerns were listened to and whether they gained new information. The survey will also help identify which activities participants preferred and found most useful.

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CALTRANS SUSTAINABLE TRANSPORTATION PLANNING SUSTAINABLE COMMUNITIES GRANT APPLICATION

- 3F.** Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Overarching Objectives on Page 4): Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.

Do not exceed the space provided. (5 points):

This project will assist in achieving most of the Caltrans Mission and Grant Program Overarching Objectives as noted in previous responses and in the following ways: —Sustainability: Active modes of transportation (i.e., walking and bicycling) reduce GHG emissions and preserve the character and livability of California communities. —Preservation: Active transportation improves conditions for residents to walk and bicycle which, in turn, promote energy conservation. —Mobility: Active Transportation enhances mobility and access for residents and businesses in the region. —Safety: The project will focus on analyzing and evaluating existing safety challenges and developing detailed designs to improve the safety of all users of streets. This project will take a Vision Zero approach by embracing the goal of zero vehicular deaths. —Innovation: The project will engage a consultant team that has knowledge and experience in applying innovative street design to improve conditions for walking and bicycling. —Health: Active transportation supports a healthier, lifestyle, and will help reduce reliance on motor vehicles which are primary contributors to high levels of ozone and particulate matter that negatively impact people's health. —Social Equity: This project will engage lower-income residents who are more likely to walk and bike and who face greater challenges related to safety and negative environmental impacts.

- 3G.** Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort. **Do not exceed the space provided. 5 points:**

The City of San Fernando is currently making efforts to improve the infrastructure for walking and bicycling. As noted earlier, the City prepared a Safe and Active Streets Plan in 2017 that helped to identify projects for implementation. The City submitted a proposal for implementation through Cycle 4 of the Active Transportation Program to construct new sidewalks, replace damaged sidewalks, install or upgrade ADA curb ramps, enhance pedestrian crossings at 33 intersections and construct curb extensions at 15 intersections. The project will help complete the pedestrian network in one section of the City and will connect people with important destinations such as parks, schools, bus and rail transit, Mission City Bike Path, government buildings, medical care and shopping.

This effort to prepare an Implementation Plan will supplement the SASP by developing more detailed conceptual designs and associated costs. Specifically, the City will hire a consultant with expertise in traffic engineering and design to prepare more detailed conceptual designs. The Implementation Plan will also include a prioritization process to identify the most urgent projects. Once the plan is developed, the City will adopt and use it to map out future improvements through the capital improvement program, through new development, through routine street maintenance projects and by applying for grants from regional and state agencies including the state Active Transportation Program.

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SUSTAINABLE COMMUNITIES GRANT APPLICATION

4. Project Management (30 points): See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 47-53), also online at: http://www.dot.ca.gov/hq/tpp/grants.html.

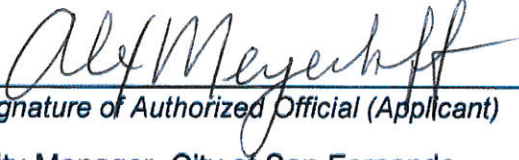
4A. Scope of Work in required Microsoft Word format (15 points)
--

4B. Project Timeline in required Microsoft Excel format (15 points)
--

Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.



Signature of Authorized Official (Applicant)

City Manager, City of San Fernando

Title

Alexander P. Meyerhoff

Print Name

November 26, 2018

Date



Signature of Authorized Official (Sub-Applicant)

Executive Director, Local Government Commission

Title

Kate Meis

Print Name

November 26, 2018

Date



Signature of Authorized Official (Sub-Applicant)

Executive Director, Public Health Advocates

Title

Dr. Harold Goldstein, DrPH

Print Name

November 26, 2018

Date

4. Project Management

A. Scope of Work

San Fernando Safe and Active Streets Implementation Plan

INTRODUCTION

The City of San Fernando is a small city of 24,000 residents in Los Angeles County located in the northern part of the San Fernando Valley. At 2.4 square miles, San Fernando is a compact community in which many residents, including many children, often walk to nearby destinations. San Fernando's proximity to the 5, 118, and 210 freeways and the Metrolink Commuter Station also makes the city an attractive community for those commuting to downtown Los Angeles and other destinations throughout the Valley. However, the proximity to major freeways and the prevalence of large arterial corridors has resulted in higher than average pedestrian and bicycle crashes.

Accident data for pedestrians and cyclists show the problem. The Transportation Injury Mapping System (which uses Statewide Integrated Traffic Record System or SWITRS data) shows that from 2007 to 2017 there have been 106 pedestrian-involved crashes and 57 bicycle-involved crashes in San Fernando. Three of those crashes were fatal, 15 resulted in severe injury and 52 resulted in other visible injuries. As shown on the enclosed pedestrian/bicycle crash heat map, the crashes are distributed throughout the City but, as might be expected, are concentrated on several large corridors including San Fernando Road, Truman Street, Hubbard Street, San Fernando Mission Blvd., Maclay Avenue and Brand Blvd. Of particular concern are intersections of arterial streets including Hubbard and San Fernando, Hubbard and Truman, San Fernando Mission Blvd. and San Fernando Road, Truman and Maclay, San Fernando and Brand.

To gauge the challenges faced by San Fernando it's helpful to review the Office of Traffic Safety rankings to compare pedestrian/bicycle involved crashes in San Fernando to approximately 100 other cities in California of a similar size, that is with a population between 10,001 and 25,000 (www.ots.ca.gov/Media_and_Research/Rankings/default.asp). From 2011 through 2015 (the last year for which data is available), the City of San Fernando was in the top 20 percent of cities of a comparable size for crashes involving pedestrians. Of particular concern are crashes involving youth. From 2009 through 2011 and 2014 through 2015 it ranked in the top 20 percent for crashes involving pedestrians under the age of 15. In 2011, 2014 and 2015, San Fernando ranked #1, #4 and #5 out of over 100 cities of similar size, respectively, for crashes involving pedestrians under the age of 15. The situation isn't much better with bicyclists. The City ranked in the top 20 percent

for bicyclists in 2012 and 2014. Again, youth bicycling crashes stand out with the City ranking #13 in 2012 and #11 in 2015.

In response to this, in 2016-17 the City developed a Safe and Active Streets Plan (SASP) that encompassed both an Active Transportation Plan and a Safe Routes to School Plan for the 11 schools in the City. The SASP did an excellent job of engaging the community to identify challenges to walking and bicycling in the City. However, since the SASP is a Citywide plan, it did not develop detailed conceptual designs for some of the recommended improvements and the cost estimates were very broad ranges. This Implementation Plan will build upon the recommendations in the SASP by developing more detailed conceptual designs and cost estimates for the highest priority projects. Community members will be engaged in the process to vet the priorities identified in the SASP.

This project will address the issues mentioned above by obtaining public input through a community design charrette process that engages residents and businesses in the City. Special efforts will be made to engage residents who can't afford a car or are not able to drive, i.e. children, seniors and low-income residents. The City will partner with the non-profit organization Public Health Advocates to conduct outreach throughout the City but especially to lower income, underserved residents to get input on priority projects.

Responsible Parties

The City of San Fernando is the proposal applicant and will be the grant recipient. The City will partner with two 501(c)(3) organizations, the Local Government Commission (LGC) and Public Health Advocates (PHA). LGC is included as a sub-applicant on the grant proposal to assist with managing the project and with the public engagement process. PHA is included as a sub-applicant to assist with community outreach and engagement.

The City will choose a technical consultant team, through a competitive bid process, to produce the plan. The selected consultant will have expertise in transportation planning, active transportation, traffic engineering, Vision Zero, designing for bicycle and pedestrian safety, Safe Routes to School, and Complete Streets. The roles and responsibilities of the City, sub-applicants and the consultant team are detailed below.

City of San Fernando

The City is the lead applicant and will have overall responsibility for the project. The City will be the grant recipient, execute the Restricted Grant Agreement with Caltrans, and execute a contract with sub-applicants. The City will conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning and traffic engineering expertise. The City will provide staffing support to meet the 11.47 percent local match. Staff will provide project management support, will coordinate with project

partners and agencies, participate in community workshops, attend meetings, provide data and policy documents, review consultant products, and direct revisions. Staff will assist with securing facilities for public meetings, stakeholder meetings and team meetings. City staff will prepare quarterly invoices and reports to Caltrans. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the planning process.

Local Government Commission (LGC)

LGC will assist with project management and coordination. LGC will organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including workshops, walk audits and bicycle audits. LGC staff has extensive experience in public engagement in planning processes, land use and transportation planning and design. Since 2001, LGC staff has worked on over 70 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). The LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Public Health Advocates

PHA will be responsible for outreach to residents and businesses in San Fernando. PHA will identify community stakeholders to include on the Advisory Group, will develop publicity materials, will distribute flyer and posters to schools and businesses and will assist with the design charrette activities including workshops, walk audits and bicycle audits. PHA has experience conducting outreach on these types of planning projects and has partnered on several community planning efforts throughout the Los Angeles region. PHA is a nonprofit 501(c)3 organization that has been working in Southern California since 1999 in creating policies for healthier community living. Public Health Advocates supported community outreach efforts for the San Fernando Safe and Active Streets Plan and has served as the lead organization for multiple regional initiatives, including, Healthy Kids Healthy Communities (HKHC), First 5 LA, LA County RENEW, and the Healthy Eating Active Communities (HEAC) project.

Consultant

The selected consultant (or team of consultants) will be responsible for all technical analysis, documentation, mapping and evaluation for the project. The consultant will analyze crash data and work with community members to identify priority projects to improve safety and increase walking and bicycling, will actively engage in the public process, will develop design concepts and recommendations to improve safety that

respond to input from the community and implementing and overseeing agencies, and prepare the plan document. Core components of the plan will include:

1. Proposed improvements to priority segments for pedestrian and bicycle access, mobility and safety.
2. Conceptual designs for short- and long-term street, sidewalk and other infrastructure improvements including curb ramps, crosswalks, curb extensions and traffic control devices for universal access, bicycle facilities, etc. suitable for future funding programming and grant applications.
3. A phasing plan and funding strategy for prioritized projects, programs and action steps.
4. An implementation matrix identifying priority projects and estimated costs to implement them

OVERALL PROJECT OBJECTIVES:

The project and resulting products will address a variety of community sustainability and livability objectives, including:

- Engage and solicit input from community members and stakeholders regarding pedestrian and bicycling needs in the City.
- Evaluate pedestrian and bicycle crashes over the last five years to determine design or operational factors that might have contributed to them.
- Identify countermeasures to address safety challenges faced by pedestrians and bicyclists. The goal will be to reduce pedestrian and bicycle fatalities in future years to zero.
- Identify missing sidewalks and challenging crossings that create a barrier to pedestrians.
- Evaluate the potential for including or enhancing bicycle facilities along or across corridors that connect to the larger bicycle network.
- Develop a prioritized list of local bikeways.
- Provide an overview of active transportation funding opportunities.
- Provide a plan that will empower the City to begin implementation through maintenance and capital projects as well as by pursuing grant opportunities for implementation funding.

Task 1: Project Planning and Coordination

Task 1.1: Kickoff Meeting with Caltrans

City staff will conduct a kickoff meeting with Caltrans District staff to discuss grant procedures and project expectations including invoicing, quarterly progress reports, and other relevant project information. LGC staff will join via conference call.

Responsible Party: City of San Fernando

Task 1.2: Contracting with Sub-Applicants

City staff will prepare a subcontract with the Local Government Commission (LGC), the sub-applicant on this grant that will help manage this planning project. The LGC, in turn, will contract with Public Health Advocates, the non-profit organization that will be responsible for community outreach on this project.

Responsible Party: City of San Fernando

Task 1.3: Conduct Procurement for Consultant

LGC, in coordination with City staff, will prepare a Request for Proposals to solicit a transportation planning/engineering firm with expertise in active transportation and designing for bicycle and pedestrian safety that can provide the necessary technical expertise to develop the implementation plan. The RFP will follow the proper procurement procedures established by Caltrans for these projects.

Responsible Party: City of San Fernando and Local Government Commission

Task 1.4: Project Team Meetings

Monthly Project Management status meetings shall occur via telephone to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the Project Managers from the City, the consultant team and LGC. Other staff or agencies will be invited to participate as needed. The status meetings shall occur to ensure the project remains on time and within budget, and that expectations are being met. LGC shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes should include a defined list of decisions, actions, and responsible party.

Responsible Party: Local Government Commission

Task 1.5: Collect Data on Existing Conditions

The consultant will work with the City and other sources to collect and organize available information on existing conditions for the project areas, including area photos, traffic volumes, crash data, regional transportation plans, aerial and base maps, General Plan and other policy documents, development standards and regulations, and other relevant studies. The consultant will prepare base maps for team design and analysis work and for use during workshops.

Responsible Party: Consultant

Task	Deliverable
1.1	Meeting notes
1.2	Copy of signed agreements

1.3	<i>Copy of RFP, Distribution list, Executed consultant contract</i>
1.4	<i>Meeting agendas, notes</i>
1.5	<i>List of documents/data collected and received, Base maps</i>

Task 2. Community Outreach

During this phase, the Project Team will work to identify key stakeholders, assemble an Advisory Group, and produce and distribute outreach materials.

Task 2.1: Develop Stakeholder List

PHA with support from the City, will assemble a stakeholder list of public officials and agency staff, school staff, service organizations, community organizations, neighborhood leaders and residents, businesses and property owners and other interest in the City. Special efforts will be made to identify agencies and organizations that work with disadvantaged communities.

Responsible Party: Public Health Advocates

Task 2.2: Assemble Advisory Group

PHA, with support from the City, will assemble an Advisory Group to provide a venue for discussion of concepts and solicit input on community engagement in developing the Plan. The Advisory Group will be assembled through invitations to agency staff and key community members, using the stakeholder list developed during Task 2.1 and a database of contacts from the City. Identification of community members for involvement may include representatives from schools or the school district; members of the City Planning Commission; representatives from local community-based organizations and local advocates interested in walking and bicycling. The Advisory Group is expected to meet in person three times during the project. Meetings will take no more than 90 minutes and will be scheduled as appropriate based on participants' schedules to provide recommendations and solicit input to guide the project.

Responsible Party: Public Health Advocates

Task 2.3: Conduct Advisory Group Meetings

The Advisory Group will meet on at least three occasions during the course of this project.

- The first meeting will be held in San Fernando with participation from the City, LGC, PHA and the Consultant Team approximately 2-3 months before the community design workshop. The key items on the agenda will include: issues to address, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents. LGC and the Consultant Team will travel to San Fernando for this Advisory Group meeting. During this visit, LGC and the Consultant Team will also tour and photograph the project area to assess existing conditions.

- The second Advisory Group meeting will be held approximately one month before the design workshop. The agenda will focus on outreach and planning for the events during the charrette. The LGC will travel to San Fernando for this meeting.
- The third Advisory Group meeting will be held approximately one month after the Consultant Team circulates a draft outline for the plan following the design workshop. LGC staff and the Consultant Team will travel to San Fernando to meet with the Advisory Group and other key stakeholders to discuss the outline, resolve any issues that might still be pending and review proposed concepts developed during and after the engagement events.

Responsible Party: Local Government Commission and Public Health Advocates

Task 2.4: Produce and Distribute Outreach Materials

PHA will work closely with the City and LGC to conduct publicity and outreach for the project. Specific tasks will include:

- **Produce Materials:** PHA, in coordination with the City and LGC, will produce flyers and posters publicizing events for community-wide distribution. Materials will be produced in English and Spanish.
- **Distribute Materials:** The City and schools will be asked to distribute flyers and posters about the engagement events through their networks.
- **Media Outreach:** Announcements and press releases will be distributed to local media. The project partners will also work on setting up changeable message signs or banners announcing events in key locations throughout the City. Information will be posted on the City web site and social media platforms and through newsletters.

Responsible Party: Public Health Advocates

Task	Deliverable
2.1	<i>Stakeholder list</i>
2.2	<i>List of Advisory Group members</i>
2.3	<i>Meeting agendas, notes</i>
2.4	<i>Copies of flyers and posters, List of agencies/organizations distributing outreach materials, Press releases</i>

Task 3: Community Engagement

The community design workshop, walkability assessments and bicycling assessments will be the centerpiece of this planning project. The purpose of the events will be to work with residents and businesses to identify problems, prioritize solutions and develop conceptual design recommendations that the City can implement in the near- and medium-term. Strategies will include street and intersection designs that improve safety for walking and bicycling. The Local Government Commission will coordinate the workshop activities with assistance from City staff, PHA and the consultant team.

Task 3.1: Walkability and Bicycling Assessments

LGC and the Consultant, with assistance from the City, will organize a series of six 2-hour walkability audits and two bicycle assessments covering different parts of the City to evaluate the conditions for walking and bicycling in different parts of the City. Prior to the assessments, the Consultant will review recommendations from the Safe and Active Streets Plan so as to identify priority locations for street and sidewalk design changes. The assessments will provide an opportunity for the consultant team to fully understand the challenges and identify creative solutions. Members of the Advisory Group and other stakeholders will be invited to participate.

Responsible Party: Local Government Commission and Consultant

Task 3.2: Community Design Charrette

The LGC, City and Consultant Team will organize a 2-day Community Design Workshop. The draft schedule of activities will include:

- Observation by the consultant team of conditions along major corridors and especially near schools, parks, senior centers, and other locations with higher volumes of pedestrians, during morning and afternoon peak travel.
- Approximately 2-3 small group meetings with key stakeholders (e.g., government agencies, community service providers, medical center personnel, school administrators, businesses, emergency responders, etc.) to gain a better understanding of the concerns and issues. Meetings will typically 60-90 minutes in length.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps.
- Project Team members working on-site in intense production to develop preliminary recommendations.
- Review of concepts with City staff.

Responsible Party: Local Government Commission and Consultant

Task 3.3: Workshop on Draft Plan

Following development of the draft plan (Task 4.2), the LGC and PHA will organize a workshop to present the draft plan and get feedback from community members.

Responsible Party: Local Government Commission and Consultant

Task	Deliverable
3.1	<i>List of participants, photos, notes on comments received</i>
3.2	<i>List of participants, presentations, photos, notes on comments</i>

	<i>received, photos of maps from design table exercise</i>
3.3	<i>List of workshop participants, presentation, photos, notes on comments received</i>

Task 4: Draft and Final Plan

Task 4.1: Plan Outline

Within a month after the charrette, the consultant will prepare an outline of the Plan and a list of any additional questions and concerns that might have emerged during or after the charrette events. These documents will be circulated to stakeholders including City staff, and Advisory Group members and will be discussed at Advisory Group Meeting #3 (Task 2.3).

Responsible Party: Consultant

Task 4.2: Administrative Draft Plan

Within two to three months after Advisory Group Meeting #3, the consultant will prepare and circulate an administrative draft plan for review by City staff and members of the Advisory Group. Participants in the charrette and other activities will be notified of the availability of the draft plan and will be encouraged to provide comments and/or participate in the workshop on the draft plan. The plan will include conceptual designs, recommendations and development standards for improving safety conditions for pedestrians and cyclists. The plan will also contain a record of the process used to develop it, proposed timing and prioritization for implementation of the recommendations, cost estimates to implement the recommendations, potential funding sources and an implementation matrix identifying priority projects and estimated costs to implement them.

Responsible Party: Consultant

Task 4.3: Final Plan

Based on comments received on the draft plan, the Consultant will prepare a final version of the plan.

Responsible Party: Consultant

Task 4.4: Present Plan to Policymakers

City staff and the consultant will present the Final Active Transportation Implementation Plan at a City Council meeting to consider for adoption by reference or amendment to other policy documents and for incorporation into work programs.

Responsible Party: City and Consultant

Task	Deliverable
4.1	<i>Draft and Final plan outline</i>
4.3	<i>Administrative Draft Plan</i>
4.4	<i>Final Plan</i>
4.5	<i>Presentation, Resolution</i>

Task 5. Grant Administration

Task 5.1: Quarterly Reporting

The City, with assistance from LGC, will prepare quarterly reports as required by the grant for submittal to Caltrans. This task includes the preparation of materials, document coordination with the sub-applicants and selected Consultant and the submittal of quarterly reports.

Responsible Party: City of San Fernando

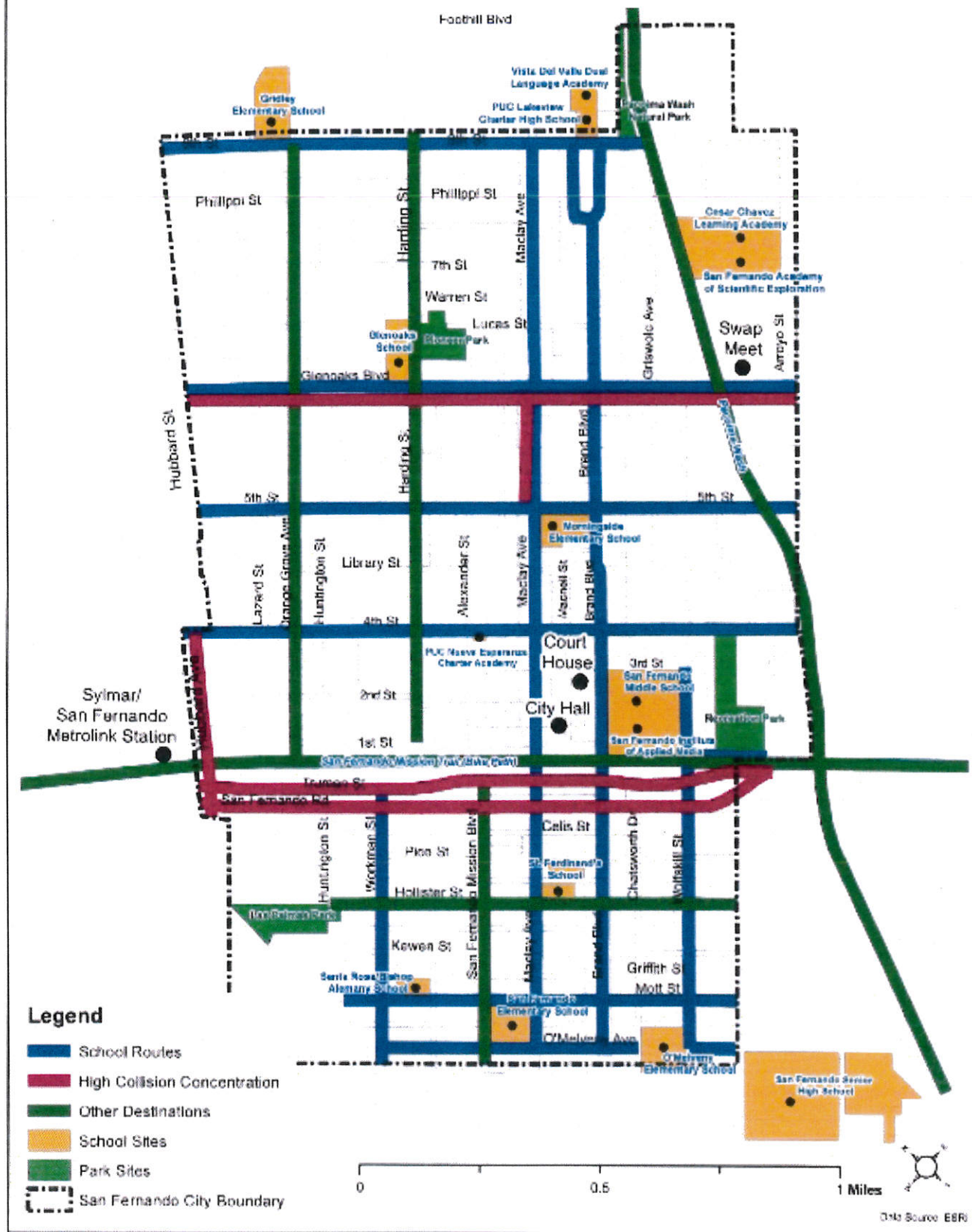
Task 5.2: Fiscal Management

The City will be responsible for keeping all the necessary accounting records for the project and will submit invoices to Caltrans District staff based on milestone completion — at least quarterly, but no more frequently than monthly. This task includes receiving, reviewing, and processing the invoices received from the sub-applicants and Consultant as well as internal administrative responsibilities required to process and pay invoices.

Responsible Party: City of San Fernando

Task	Deliverable
5.1	<i>Quarterly reports</i>
5.2	<i>Invoice packages</i>

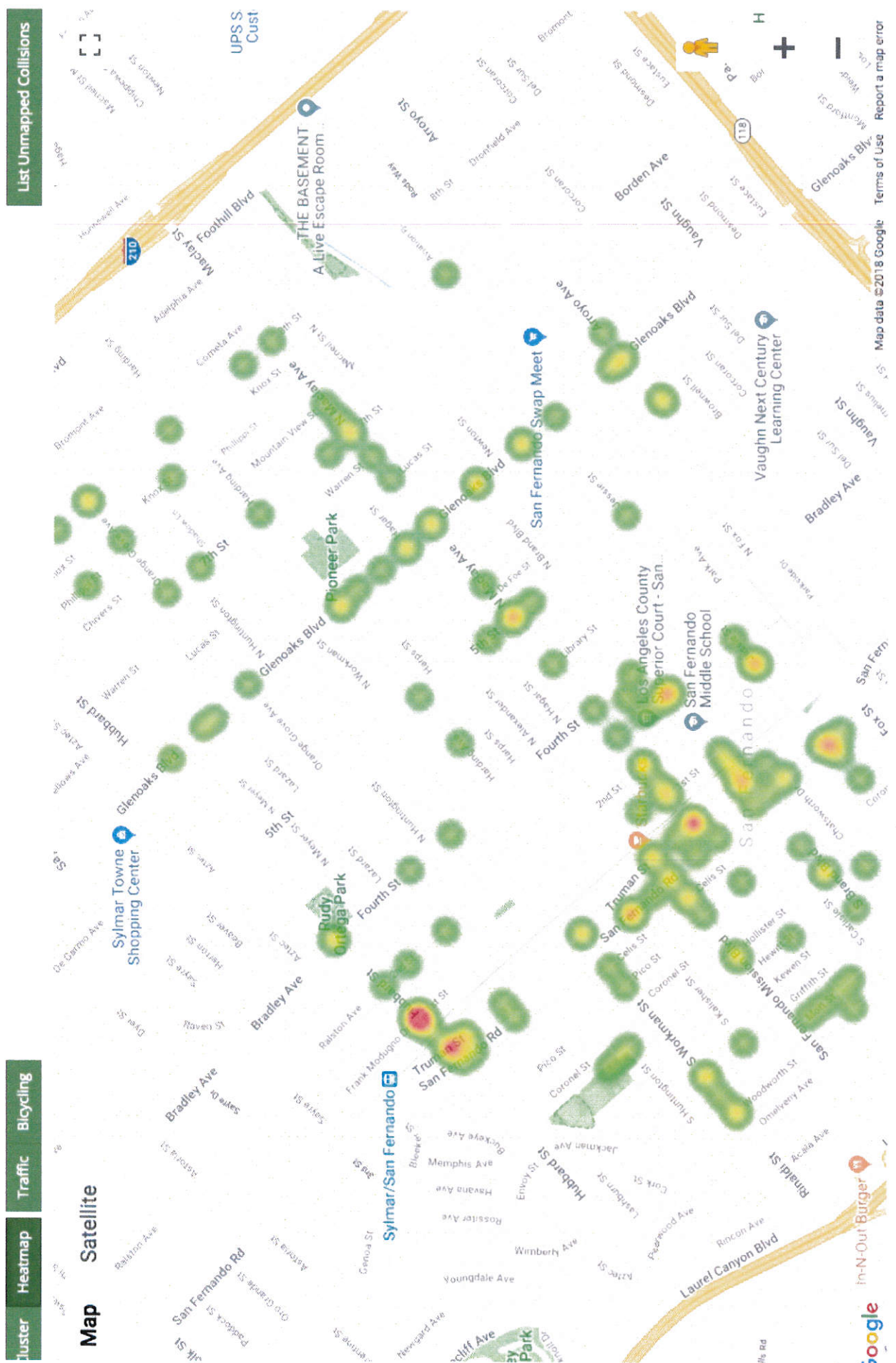
City of San Fernando — Project Area Map



San Fernando, Heat Map of Pedestrian/Bicycle Crashes

2006-2017 (Data for 2016 & 2017 is provisional)

results Map: 163 of 163 (100%) Collisions Mapped.



California State Senate

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November 28, 2018

Alexander P. Meyerhoff
City Manager
117 Macneil Street
San Fernando, CA 91340

RE: Grant Application for a Safe and Active Streets Implementation Plan for San Fernando

Dear Mr. Meyerhoff:

I fully support the City of San Fernando's efforts to secure a Caltrans Sustainable Communities Planning grant to develop an Implementation Plan for Safe and Active Streets. I understand that the Plan will build on last year's developed efforts to prepare a more detailed conceptual plan to improve safety for all users, especially the more vulnerable residents who walk or ride a bicycle traveling to and from school. Safety is of the utmost concern for everyone in San Fernando. By preparing this Plan, the City will be in a better position to pursue state Active Transportation Program implementation grants and improve City streets.

We are all committed to creating safe, active and healthy environments in San Fernando. I believe that providing safe facilities to get to and from schools, jobs, retail, community centers and services will create a more livable, walkable and bicycle-friendly environment for all residents.

I encourage Caltrans to provide the City of San Fernando this important grant opportunity. I look forward to working with the City on this and many other projects to improve transportation options for the constituents I represent who live and work in the San Fernando Valley.

Sincerely,

A handwritten signature in black ink, appearing to read "R. M. Hertzberg".

Robert M. Hertzberg



San Fernando Valley Council of Governments

November 28, 2018

Alexander P. Meyerhoff
City Manager
117 Macneil Street
San Fernando, CA 91340

RE: Grant Application for a Safe and Active Streets Implementation Plan for San Fernando

Dear Mr. Meyerhoff,

The San Fernando Valley Council of Governments strongly supports the City of San Fernando's efforts to secure a Caltrans Sustainable Communities Planning grant to develop an Implementation Plan for Safe and Active Streets. We understand that this plan will build on the Plan developed last year to prepare more detailed conceptual plans to improve safety for all users, and especially the more vulnerable users who walk or ride a bicycle, and travel to and from schools, jobs and retail in San Fernando and adjacent cities. We understand that by preparing this Plan, the City will be better positioned to pursue state Active Transportation Program implementation grants and improve City streets.

The SFVCOG works to coordinate and support its member jurisdictions in the San Fernando Valley region with a focus on transportation and mobility. We are committed to creating safe, active and healthy environments in our five member cities, including San Fernando. We believe that providing safe facilities to get to and from schools, jobs, retail, community centers and services will create a more livable, walkable and bicycle-friendly environment for all of our residents and create mobility options for all people living in, working in, or visiting the city.

We strongly encourage Caltrans to provide the City of San Fernando with this important grant and look forward to working with the City on this and other projects that improve transportation options for the people who live and work here.

Sincerely,

A handwritten signature in black ink that reads "John Bwarie". The signature is fluid and cursive.

John Bwarie
Executive Director



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

Muntu Davis, M.D., M.P.H.
Health Officer

CYNTHIA A. HARDING, M.P.H.
Chief Deputy Director

FRANK ALVAREZ, M.D., M.P.H.
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November 8, 2018

Alexander P. Meyerhoff
City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

RE: City of San Fernando - Grant Application for a Multimodal Safety Implementation Plan

Dear Mr. Meyerhoff:

The Los Angeles County Department of Public Health (DPH) is pleased to support the City of San Fernando's efforts to secure a Caltrans Sustainable Communities Planning grant to develop a Multimodal Safety Implementation Plan. DPH was the lead developer of San Fernando's Safe and Active Streets Plan (adopted in early 2018), along with close partnerships with the City of San Fernando, Public Health Advocates, Evan Brooks Associates, and key community partners. DPH has a long collaborative history with the City of San Fernando supporting their *Healthy San Fernando!* Initiative and other efforts to improve the health of the city residents. DPH is supportive of San Fernando pursuing additional funding to develop detailed conceptual plans based on the Safe and Active Streets Plan. The Multimodal Safety Implementation Plan will focus on vulnerable users who walk or ride a bicycle, and travel to and from schools, jobs and retail in San Fernando and adjacent cities. We understand that by preparing this Plan, the City will be better positioned for implementation, including pursuing the State's Active Transportation Program.

If awarded funding, DPH will participate in advisory committees, provide data analysis support, and promote the Plan's community outreach efforts. DPH is committed to creating safe, active and healthy environments. We believe that providing safe facilities to get to and from schools, jobs, retail, community centers and services will create a more livable, walkable and bicycle-friendly environment for all of our residents. The proposed project is consistent with our local policies, including DPH's Community Health Improvement Plan, and we believe the project will promote public health through increased physical activity and decreased incidences of traffic collisions.

We strongly encourage Caltrans to provide the City of San Fernando with this important grant and look forward to working with the City on this and other projects that improve transportation options for the people who live and work here. DPH looks forward to supporting this project and its effort to advance health equity in Los Angeles County and beyond. Should you have further questions, please do not hesitate to contact me at (661) 287-7054.

Sincerely,



Frank Alvarez, M.D., M.P.H.

Regional Health Officer (SPA 1&2)

Community Health Services Division

Los Angeles County Department of Public Health

falvarez@ph.lacounty.gov

(661) 287-7054

DEPARTMENT OF TRANSPORTATION**DIVISION OF TRANSPORTATION PLANNING**

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*Making Conservation
a California Way of Life.*

May 17, 2019

Mr. Alexander P. Meyerhoff
City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Meyerhoff:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, I am pleased to offer my congratulations to the City of San Fernando for the recent award of the following transportation planning grant:

Road Maintenance and Rehabilitation Account - Sustainable Communities	
Grant Fiscal Year (FY)	2019-20
Grant Title	San Fernando Safe and Active Streets Implementation Plan
Grantee	City of San Fernando
Sub-Recipient	Local Government Commission
Grant Award	\$141,680
Local Match	\$18,356
Total Project Amount	\$160,036
Grant Expiration	February 28, 2022 - time extensions are not allowed
Final Invoice Due	April 28, 2022

Conditions of Grant Acceptance

Grant work cannot begin until all Conditions of Grant Acceptance have been satisfied. To assist with this process, Caltrans District staff will schedule a teleconference with your agency to discuss the conditions below, as well as other project revisions that may be necessary to accept grant funding. Please submit the below items to Caltrans District 7 no later than July 15, 2019. Failure to satisfy these conditions will result in the forfeiture of grant funds.

1. Coordinate with Caltrans District Planning staff to make necessary revisions to the Grant Application Cover Sheet, Scope of Work, and Project Timeline. Initial review of these documents require the following revisions:

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"

Mr. Alexander P. Meyerhoff
May 17, 2019
Page 2

- Revise the Grant Application Cover Sheet to identify the specific source of local cash match funds.
- 2. A current (less than one year old) Local Resolution signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans.
- 3. Although the Payee Data Record (STD. 204) states government entities are not required to submit the form, it is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- 4. If requesting reimbursement for indirect costs, these costs must be included in the grant Scope of Work and Project Timeline. An Indirect Cost Allocation Plan (ICAP) must be submitted to Caltrans Audits and Investigations. Instructions for submitting an ICAP are available at the following webpage: <http://dot.ca.gov/audits/>
- 5. If utilizing third-party in-kind contributions to satisfy the minimum local match requirement, a Third-Party In-kind Valuation Plan must be completed. These contributions consist of goods and services donated from outside the grantee's agency (examples: donated printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). A Third-Party In-kind Valuation Plan Checklist and sample can be found at the following webpage: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

Next Steps

Once the District has approved all items required to fulfill the Conditions of Grant Acceptance, the following steps will need to occur:

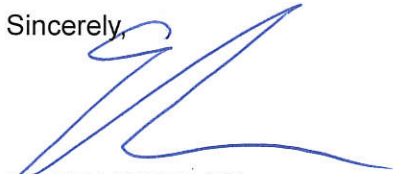
- The Caltrans Division of Procurement and Contracts will send a draft contract for review and signature. Once the contract is signed, Caltrans District staff will send a Notice to Proceed letter. Grant work cannot begin until this letter is received by the grantee.
- Caltrans District staff will schedule a grant kick-off meeting with Caltrans staff and the grantee.
- This project will require collaboration with Caltrans District Design and Traffic Operations staff as it pertains to potential project and design improvements on the State Highway System.
- Ensure this project supports the objectives outlined in Chapter 4 of the *Toward an Active California: State Bicycle and Pedestrian Plan*.
- Grant administrative requirements:
 - Quarterly Progress Reports (a brief narrative of completed project activities)

Mr. Alexander P. Meyerhoff
May 17, 2019
Page 3

- Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
- Local match commitments in the amount shown above, including any local match amount above the minimum amount that is required with every RFR/invoice.
- All work must be completed by February 28, 2022.
- Final RFR/invoice and final product due no later than April 28, 2022. The final RFR/invoice will not be processed by Caltrans until the final product is submitted
- For your convenience, a toolbox to aid you during this process is located at the following webpage: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

If you have questions concerning the Grant Program requirements or these funds, please contact, Melanie Bradford, Caltrans District 7 Liaison at (213) 897-9446 or Caleb Brock, Caltrans Headquarters Liaison at (916) 653-3362.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional Planning

c: Yazdan Emrani, Director of Public Works, City Engineer, City of San Fernando
Jonathan Palacio, Acting Senior Transportation Planner, Caltrans District 7
Melanie Bradford, Associate Transportation Planner, Caltrans District 7
Caleb Brock, Transportation Planner, Caltrans Headquarters

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: August 5, 2019

Subject: Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, introduce for first reading, in title only, and waive full reading of Ordinance No. 1688 (Attachment "A"), "An Ordinance of the City Council of the City of San Fernando, California, Repealing in Part and Amending in Part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to Create a Sidewalk Vending Program in Compliance with Senate Bill 946"; and
- c. Adopt Resolution No. 7942 (Attachment "B") to adopt regulations governing sidewalk vending in the City of San Fernando.

BACKGROUND:

1. On September 17, 2018, former Governor Brown signed Senate Bill 946 (Attachment "C") into law, which added Sections 51036 through 51039 to the Government Code. Senate Bill 946 served to decriminalize sidewalk vending and to limit local regulation of sidewalk vending to those expressly provided for in the bill or otherwise directly related to objective health, safety, or welfare concerns. Importantly, a violation of these regulations would be punishable only by an administrative fine as specified, pursuant to an ability-to-pay determination.
2. According to Senate Bill 946, Section 51036(a): "Sidewalk vendor" means a persons who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946Page 2 of 4

3. Although the City does not currently regulate, “sidewalk vendors,” it does regulate, “peddlers and solicitors,” under Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code, which may include sidewalk vendors. Portions of the language in Chapter 58 do not comply with Senate Bill 946, which took effect on January 1, 2019.
4. The new program to regulate sidewalk vendors in San Fernando, by Ordinance No. 1688 and Resolution No. 7942 collectively, would adopt requirements regulating the time, place, and manner of sidewalk vending when directly related to objective health, safety, or welfare concerns, as authorized under and in compliance with Senate Bill 946.
5. On July 18, 2019, a public hearing notice was published in the print and online versions of the legal advertisement section of the *San Fernando Valley Sun Newspaper* (Attachment “D”) and posted at the two City Hall bulletins regarding this public hearing of August 5, 2019.

ANALYSIS:

The City’s regulations on peddlers and solicitors, which were adopted in 1957 and amended in part in 2003, as currently written, do not substantially comply with the provisions of Senate Bill 946, which took effect on January 1, 2019. The proposed Ordinance would amend Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to authorize the establishment of sidewalk vendor regulations in compliance with the Government Code through City Council resolution.

In summary, the proposed Ordinance would establish the following program details:

- Compliance with state legislation decriminalizing sidewalk vending and providing entrepreneurial and economic opportunities through regulated and permitted sidewalk vending.
- Regulations for sidewalk vending to protect the health, safety, and welfare of the residents of San Fernando in a manner consistent with state law.
- Requirement that no person shall engage in sidewalk vending without obtaining a sidewalk vending permit.
- Additional sidewalk vending regulations as may be adopted by resolution of the City Council.

Accordingly, Resolution No. 7942 proposes further regulations governing sidewalk vending in detail:

- Outlines application process for required sidewalk vending permit.
- Rules for permit expiration and renewal every 12 months.
- Establishes administrative citation fines and ability-to-pay determinations.

Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946Page 3 of 4

- Establishes operating requirements:
 - No sidewalk vendor shall vend in the following locations:
 - within 15 feet of any street intersection,
 - within 10 feet of any fire hydrant or emergency facility,
 - within 10 feet of any driveway,
 - any parkway lacking paved pathways for travel,
 - within 500 feet of a certified farmers' market, swap meet, or area designated for a temporary special permit, during the operating hours of such operation,
 - within 500 feet of a school site during school hours and not within one hour before or after school drop off and pick up,
 - in any City parking lot, and
 - on private property without authorization.
 - Sidewalk vendors cannot block or obstruct the free movement of pedestrians or vehicles and must provide at least four feet clearance at all times
 - Only permitted between 7:00 a.m. and 11:00 p.m.
 - In residential areas, only permitted between 7:00 a.m. and 7:00 p.m. on weekdays, and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays
 - Stationary sidewalk vendors shall not sell in areas zoned exclusively residential
 - Stationary sidewalk vendors shall not sell at any park where the City has signed an exclusive concessionaire agreement
 - Litter receptacle requirements
 - Food vendors require a valid Public Health Permit
 - Current liability insurance

Environmental Determination.

The proposed Ordinance and Resolution are exempt from California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts, therefore no additional action under CEQA is required.

BUDGET IMPACT:

Approval of this Ordinance and Resolution do not have a direct fiscal impact on the City's General Fund budget. Staff will return to the City Council at a future date to propose any further cost recovery regulatory fees pertaining to the implementation of the City's sidewalk vendor policies.

Consideration to Adopt an Ordinance and Resolution to Create a Sidewalk Vending Program and Regulations in the City of San Fernando in Compliance with Senate Bill 946Page 4 of 4

CONCLUSION:

Subsequent to the presentation and public testimony, staff recommends that City Council approve Ordinance No. 1688 repealing in part and amending in part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to create a sidewalk vending program, and adopt Resolution No. 7942 adopting regulations governing sidewalk vending in the City of San Fernando in compliance with Senate Bill 746.

ATTACHMENT:

- A. Ordinance No. 1688
- B. Resolution No. 7942
- C. Senate Bill 746
- D. Notice of Public Hearing

ATTACHMENT “A”**ORDINANCE NO. 1688****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING IN PART AND AMENDING IN PART CHAPTER 58 (PEDDLERS AND SOLICITORS) OF THE SAN FERNANDO MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM IN COMPLIANCE WITH SENATE BILL 946**

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), which added sections 51036 through 51039 to the Government Code; and

WHEREAS, SB 946 decriminalizes sidewalk vending and limits local regulation of sidewalk vending to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, although the City of San Fernando (“City”) does not currently regulate “sidewalk vendors,” as that term is defined in SB 946, it does regulate “peddlers and solicitors” under Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code, which may include sidewalk vendors; and

WHEREAS, the City desires to repeal in part and amend in part Chapter 58 of the San Fernando Municipal Code to ensure compliance with SB 946, which took effect on January 1, 2019; and

WHEREAS, while the City recognizes that sidewalk vending provides important entrepreneurial and economic opportunities, it finds it is in the interest of the public peace, health, and safety of City residents to regulate sidewalk vending; and

WHEREAS, the City Council desires to adopt licensing and permitting requirements for sidewalk vending to ensure orderly commerce, increase vendor accountability, and to make it easier to identify vendors out of compliance with the City’s sidewalk vending regulations and other federal, state, or local laws; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946 and finds that the regulations and requirements provided herein are directly related to the City’s purpose of protecting the health, safety, and welfare of its residents.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. The term “peddler” as defined in Section 58-26 (Definitions) of Division 1 (Generally) of Article II (Peddlers) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended to read as follows:

Peddler shall mean any person, traveling by foot, automotive vehicle, or any other type of conveyance from place to place, house to house, or from street to street carrying, conveying, or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products, or prepared foods and offering and exposing the same for sale, or making sales and delivering articles to purchasers, or to any person who traveling from place to place, shall sell or offer for sale such merchandise from an automotive vehicle, or other vehicle or conveyance; or any person who solicits orders and as a separate transaction makes deliveries to purchaser. "Peddler" shall not include a person engaged in, conducting or carrying on the business of vending on a sidewalk, pursuant to a valid permit issued pursuant to Article III of Chapter 58 of this Code.

SECTION 3. Section 58-27 (Exemptions) of Division 1 (Generally) of Article II (Peddlers) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended by the addition of a new subdivision (6), which shall read as follows:

(6) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 4. Article III (Street Artists, Craftsmen and Streetside Food Purveyors and Flower Vendors) of Chapter 58 (Peddlers and Solicitors) is hereby amended in its entirety to read as follows:

ARTICLE III. - SIDEWALK VENDORS

Sec. 58.91 - Purpose.

It is the purpose and intent of this Article to comply with state legislation decriminalizing sidewalk vending and to provide important entrepreneurial and economic opportunities through regulated and permitted sidewalk vending. It is a further purpose and intent of this Article to regulate sidewalk vending to protect the health, safety, and welfare of the residents of San Fernando in a manner consistent with state law. The provisions of this Article are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

Sec. 58.92 - Required.

No person shall engage in sidewalk vending without first obtaining a sidewalk vending permit as specified under this Article and such license as may be required by this Code or other City ordinance.

Sec. 58.93 - Sidewalk Vending Regulations.

Sidewalk vendors shall be subject to such additional regulatory and permitting requirements as may be adopted by resolution of the City Council in order to protect the health, safety, and welfare of San Fernando residents.

[EDITOR'S NOTE: City Council Resolution No. 7942 was concurrently adopted with Ordinance no. 1688]

Secs. 58.94—58.160 - Reserved.

SECTION 5. Section 58-162 (Exemptions) of Division 1 (Generally) of Article IV (Ice Cream Vendors) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended by the addition of a new subdivision (3), which shall read as follows:

(3) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 6. The text of Article V (Food and Beverage Pushcart Vendors) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby repealed and deleted and Article V shall hereinafter be read as follows:

Article V – Reserved – No Text.

SECTION 7. Section 58-301 (Exemptions to Religious Solicitations) of Division 1 (Generally) of Article VI (Charitable and Religious Solicitations) of Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code is hereby amended to read as follows:

Sec. 58-301. - Exemptions to Religious Solicitations.

This article shall not apply to the following:

- (1) Solicitations made solely for religious purposes except as contained in Section 58-296, Section 58-302, or in Division 3 of this Article. However, if it shall come to the attention of the administrative services officer that any solicitation has been or is being or intended to be made for religious purposes but in such manner as in the opinion of the department is calculated to give or may give the impression to the person solicited in any such solicitation or to the public that the purpose of such solicitation is either in whole or in part charitable, the department, if in its opinion the public interest will be served thereby, shall investigate the matter of such solicitation and give publicity to its findings thereon in such manner as it may deem best to advise the public of the facts of the case.
- (2) Activities for which a permit is issued under Article III of Chapter 58 of this Code.

SECTION 8. Environmental. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

SECTION 9. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provision of this Ordinance, to the extent of such

conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 10. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof 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 or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 11. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective no sooner than 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 5th day of August, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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 above and foregoing Ordinance No. 1688 was passed and adopted by the City Council at its regular meeting duly held on the _____ day of _____, 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 7942****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING REGULATIONS GOVERNING SIDEWALK VENDING IN THE CITY OF SAN FERNANDO**

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), which added sections 51036 through 51039 to the Government Code and took effect on January 1, 2019; and

WHEREAS, SB 946 decriminalized sidewalk vending and limits local regulation of sidewalk vending to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”; and

WHEREAS, SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control; and

WHEREAS, the City Council adopted Ordinance No. 1688 on August 5th, 2019 to amend provisions of the San Fernando Municipal Code and to implement licensing and permitting requirements for sidewalk vending; and

WHEREAS, Section 58.93 (Sidewalk Vending Regulations) of Article III (Sidewalk Vendors) of the San Fernando Municipal Code, as amended by Ordinance No. 1688, provides for the City’s establishment of sidewalk vending regulations by City Council resolution in order to protect the health, safety, and welfare of the City’s residents; and

WHEREAS, the City Council finds that the local regulations for sidewalk vendors set forth in this Resolution are necessary to protect the public peace, health, and safety of sidewalk vendors and the general public, ensure orderly commerce, and prevent dangerous and unnecessary obstructions in the public right-of-way.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following regulations related to sidewalk vending in the City of San Fernando:

A. Definitions.

1. “Certified farmers’ market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.

2. "Director" means the Director of Community Development, or his or her designee.
3. "Food" means an edible substance or beverage.
4. "Merchandise" means any goods or other items which are not food.
5. "Person" means one or more individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.
6. "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.
7. "Sell" or "Selling" means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.
8. "Sidewalk" means any surface in the public right-of-way intended for use by pedestrians.
9. "Sidewalk vendor" means a person who sells from a vending cart or from one's person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.
10. "Stationary sidewalk vendor" means any sidewalk vendor who vends from a fixed location for a period of thirty (30) minutes or longer.
11. "Swap meet" means a location operated in accordance with Article IV (Swap Meets) of Chapter 66 of the San Fernando Municipal Code, and any regulations adopted pursuant to that article.
12. "Temporary special permit" means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, outdoor concerts, festivals, carnivals, and street fairs.
13. "Vending cart" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for selling, whether mobile or stationary, that is not a vehicle as defined in the California Vehicle Code.

B. Sidewalk Vending Permits.

1. Permit required. No person shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this Section B.
2. Application for permit; fee.
 - a. To apply for a sidewalk vending permit, a person must file an application with the Director or designee, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:
 - i. The legal name, current mailing address and telephone number of the applicant;
 - ii. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
 - iii. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;
 - iv. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required;
 - v. A description, map, or drawing of the areas in which the applicant proposes to operate;
 - vi. A description of the food and/or merchandise to be offered for sale and any vending equipment to be used (including the dimensions of carts or other conveyances);
 - vii. If a vendor of food, proof of all required approvals from the Los Angeles County Department of Public Health;
 - viii. The results of a fingerprinting background check using a form furnished by the City;
 - ix. The hours per day and the days per week during which the applicant proposes to operate, and whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;

- x. Proof of a policy or policies of comprehensive general liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit coverage and two million dollars (\$2,000,000) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the applicant, with an endorsement naming the City as an additional insured. In addition, to the extent required, the applicant shall carry workers' compensation sufficient to meet requirements of the State of California;
- xi. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the sidewalk vending conduct or activity;
- xii. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief;
- xiii. Any other reasonable information regarding the time, place, and manner of the proposed vending.

C. Criteria for Approval or Denial of Permit.

1. The Director, or his or her designee, shall approve the issuance of a permit unless he or she determines that:
 - a. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
 - b. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents; or
 - c. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section H of these regulations.
 - d. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of these regulations.
2. If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

D. Permit Expiration and Renewal. A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

- E. Permit Rescission.** The Director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violations of these regulations. Notice of the hearing for rescission of a permit shall be given in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the permittee at his last known address at least five (5) days prior to the date set for the hearing. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.
- F. Appeals.** Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the City Manager. The appeal shall be filed with the City Manager within fourteen (14) days following the date of the Director's decision. Such appeal shall be taken by filing with the City Manager, within fourteen (14) days after denial under Section C of these regulations or after notice of action to deny the permit or rescind the permit has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The City Manager shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the appellant in the same manner as provided in Section E of these regulations for notice of hearing on the rescission of a permit. Such appeal shall be heard and decided by the City Manager within thirty (30) days from the date such appeal was filed unless such time limit is extended, with the written consent of the appellant. The decision and order of the City Manager on such appeal shall be final and conclusive.
- G. Permit Nontransferable.** No permit issued under Section B of these regulations shall be used at any time by any person other than the one to whom it was issued.
- H. Operating Requirements.**
1. No sidewalk vendor shall vend in the following locations:
 - a. Within fifteen (15) feet of any street intersection;
 - b. Within ten (10) feet of any fire hydrant, fire call box, or other emergency facility;
 - c. Within ten (10) feet of any driveway or driveway apron;
 - d. Upon or within any parkway or landscaped areas lacking paved pathways for travel;
 - e. Within five hundred (500) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;

- f. Within five hundred (500) feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
 - g. In any City parking lot;
 - h. On private property without the notarized written authorization of the property owner or other lawful occupant. Upon request of City Community Preservation Officers or City Police Officers, sidewalk vendors vending on private property must immediately produce such written authorization from the property owner or other lawful occupant.
- 2. No sidewalk vendor shall sell in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four (4) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices;
- 3. Sidewalk vending is only permitted between the hours of 7:00 a.m. and 11:00 p.m., daily, except as follows:
 - a. In residential areas, sidewalk vending shall only be permitted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays.
 - b. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
 - c. In park areas, sidewalk vending shall be permitted only during hours open to the public.
- 4. Stationary sidewalk vendors shall not sell in areas that are zoned exclusively residential.
- 5. Stationary sidewalk vendors shall not sell at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- 6. A stationary sidewalk vendor shall maintain a clearly designated litter receptacle in the immediate vicinity, marked with a sign requesting use by patrons. The litter receptacle must be large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public. The vendor's litter receptacle may not be left on the sidewalk upon leaving any vending location. The vendor shall not empty its litter receptacle into a City refuse container.

7. A roaming sidewalk vendor vending from a vending cart shall maintain a litter receptacle attached to the vending cart large enough to accommodate customer litter without resort to existing litter receptacles located on any block for use by the general public and marked with a sign requesting use by patrons. The vendor shall not empty its litter receptacle into a City refuse container.
8. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location.
9. Vendors of food or food products shall possess and display in plain view on the vending cart a valid Public Health Permit from the Los Angeles County Department of Public Health.
10. Sidewalk vendors shall possess at all times while selling, a valid sidewalk vendor permit issued pursuant to these regulations, as well as any other permit or license required by the City and any other appropriate governmental agency.
11. Sidewalk vendors shall possess at all times while selling, current liability insurance pursuant to Section B.2.a.x of these regulations.
12. Sidewalk vendors shall comply with all applicable state and local laws, as amended from time to time, including without limitation, Article II (Noise) of Chapter 34 of the San Fernando Municipal Code, Division I of Title 11 (County Health Code) and Division I of Title 8 (Public Health Licenses) of the Los Angeles County Code, state food labeling and preparation requirements, fire codes and regulations, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards (both state and federal).
13. Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall become a permanent fixture on any site or be considered an improvement to real property.
14. Sidewalk vendors shall not leave their vending carts or vending equipment unattended or stored or maintained on any part of the sidewalk, public property or public right of way after vending has ceased for the day. Any vending carts or vending equipment left overnight in public spaces or in any portion of the public right-of-way, including sidewalks or other paved pedestrian paths, shall be considered discarded and may be seized or disposed of by the City.
15. Vending carts shall not be placed on any public property other than a sidewalk.

I. Administrative Citations.

1. Every person vending without a sidewalk vending permit is guilty of a violation punishable by an administrative citation in an amount not to exceed:
 - a. Two hundred dollars (\$200.00) plus 10% (AIMS Maintenance surcharge) for a first violation; and
 - b. Four hundred fifty dollars (\$450.00) plus 10% (AIMS Maintenance surcharge) for a second violation within one year of the first violation; and
 - c. Seven hundred fifty dollars (\$750.00) plus 10% (AIMS Maintenance surcharge) for each additional violation within one year of the first violation.
2. Every person violating any other provision of these regulations is subject to an administrative citation not to exceed:
 - a. One hundred dollars (\$100.00) plus 10% (AIMS Maintenance surcharge) for a first violation; or
 - b. Two hundred dollars (\$200.00) plus 10% (AIMS Maintenance surcharge) for a second violation within one year of the first violation; or
 - c. Five hundred dollars (\$500.00) plus 10% (AIMS Maintenance surcharge) for each additional violation within one year of the first violation.
3. Failure to pay an administrative citation is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
4. A violation of these regulations constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under these regulations.

J. Ability-to-Pay Determinations.

1. Any fine issued under Section I of these regulations shall be accompanied with a notice of and instructions regarding the right to request an ability-to-pay determination.
2. A person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

3. If the requestor is receiving public benefits under subdivision (a) or (b) of Government Code Section 68632, the administrative fine shall be reduced to 20 percent of the original amount imposed. The City may also take the following actions:
 - a. Allow the person to complete community service in lieu of paying the total administrative fine; or
 - b. Offer an alternative disposition; or
 - c. Waive the administrative fine.

SECTION 3. This Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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 above and foregoing Resolution No. 7942 was passed and adopted by the City Council at its regular meeting duly held on the _____ day of _____ 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk



SB-946 Sidewalk vendors. (2017-2018)

SHARE THIS:



Date Published: 09/17/2018 09:00 PM

Senate Bill No. 946

CHAPTER 459

An act to add Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the Government Code, relating to sidewalk vendors.

[Approved by Governor September 17, 2018. Filed with Secretary of State September 17, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 946, Lara. Sidewalk vendors.

Existing law authorizes a local authority, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street.

This bill would prohibit a local authority, as defined, from regulating sidewalk vendors, except in accordance with the provisions of the bill. The bill would provide that a local authority is not required to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the provisions of the bill. The bill would apply these provisions to a chartered or general law city, county, or city and county.

The bill would require a local authority that elects to adopt a sidewalk vending program to, among other things, not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns, and not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. The bill would authorize a local authority to, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending, as specified, if the requirements are directly related to objective health, safety, or welfare concerns. The bill would also authorize a local authority to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, as specified. A violation would be punishable only by an administrative fine, as specified, pursuant to an ability-to-pay determination, and proceeds would be deposited in the treasury of the local authority.

The bill would require the dismissal of any criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors that have not reached final judgment. The bill would also authorize a person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, as specified, to petition for dismissal of the sentence, fine, or conviction.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares all of the following:

- (1) Sidewalk vending provides important entrepreneurship and economic development opportunities to low-income and immigrant communities.
- (2) Sidewalk vending increases access to desired goods, such as culturally significant food and merchandise.
- (3) Sidewalk vending contributes to a safe and dynamic public space.
- (4) The safety and welfare of the general public is promoted by encouraging local authorities to support and properly regulate sidewalk vending.
- (5) The safety and welfare of the general public is promoted by prohibiting criminal penalties for violations of sidewalk vending ordinances and regulations.

(6) This act applies to any city, county, or city and county, including a charter city. The criminalization of small business entrepreneurs, and the challenges that those entrepreneurs face as a result of a criminal record, are matters of statewide concern. Further, unnecessary barriers have been erected blocking aspiring entrepreneurs from accessing the formal economy, harming California's economy in the process, and disrupting the regulation of business, which is a matter of statewide concern. Moreover, California has an interest in the regulation of traffic, a matter of statewide concern, whether in ensuring the appropriate flow of traffic or in ensuring the safety of pedestrians on the road or the sidewalk.

(b) It is the intent of the Legislature to promote entrepreneurship and support immigrant and low-income communities.

SEC. 2. Chapter 6.2 (commencing with Section 51036) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

CHAPTER 6.2. Sidewalk Vendors

51036. For purposes of this chapter, the following definitions apply:

(a) "Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

(b) "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

(c) "Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

(d) "Local authority" means a chartered or general law city, county, or city and county.

51037. (a) A local authority shall not regulate sidewalk vendors except in accordance with Sections 51038 and 51039.

(b) Nothing in this chapter shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

(c) Nothing in this chapter shall be construed to require a local authority to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the requirements in this chapter.

51038. (a) A local authority may adopt a program to regulate sidewalk vendors in compliance with this section.

(b) A local authority's sidewalk vending program shall comply with all of the following standards:

(1) A local authority shall not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns.

(2) (A) A local authority shall not prohibit a sidewalk vendor from selling food or merchandise in a park owned or operated by the local authority, except the local authority may prohibit stationary sidewalk vendors from vending in the park only if the operator of the park has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire.

(B) Notwithstanding subparagraph (A), a local authority may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the local authority if the requirements are any of the following:

(i) Directly related to objective health, safety, or welfare concerns.

(ii) Necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities.

(iii) Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

(3) A local authority shall not require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise.

(4) (A) A local authority shall not restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.

(B) Notwithstanding subparagraph (A), a local authority may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but shall not prohibit roaming sidewalk vendors.

(5) A local authority shall not restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the local authority, unless the restriction is directly related to objective health, safety, or welfare concerns.

(c) A local authority may, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns, including, but not limited to, any of the following:

(1) Limitations on hours of operation that are not unduly restrictive. In nonresidential areas, any limitations on the hours of operation for sidewalk vending shall not be more restrictive than any limitations on hours of operation imposed on other businesses or uses on the same street.

(2) Requirements to maintain sanitary conditions.

(3) Requirements necessary to ensure compliance with the federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.

(4) Requiring the sidewalk vendor to obtain from the local authority a permit for sidewalk vending or a valid business license, provided that the local authority issuing the permit or business license accepts a California driver's license or identification number, an individual taxpayer

identification number, or a municipal identification number in lieu of a social security number if the local authority otherwise requires a social security number for the issuance of a permit or business license, and that the number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

(5) Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit.

(6) Requiring additional licenses from other state or local agencies to the extent required by law.

(7) Requiring compliance with other generally applicable laws.

(8) Requiring a sidewalk vendor to submit information on his or her operations, including, but not limited to, any of the following:

(A) The name and current mailing address of the sidewalk vendor.

(B) A description of the merchandise offered for sale or exchange.

(C) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.

(D) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the sidewalk vendor.

(E) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.

(d) Notwithstanding subdivision (b), a local authority may do both of the following:

(1) Prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter. A "swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority's temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

(e) For purposes of this section, perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.

51039. (a) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038 is punishable only by the following:

(A) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.

(B) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.

(C) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(2) A local authority may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

(3) (A) If a local authority requires a sidewalk vendor to obtain a sidewalk vending permit from the local authority, vending without a sidewalk vending permit may be punishable by the following in lieu of the administrative fines set forth in paragraph (1):

(i) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(B) Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

(b) The proceeds of an administrative fine assessed pursuant to subdivision (a) shall be deposited in the treasury of the local authority.

(c) Failure to pay an administrative fine pursuant to subdivision (a) shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in subdivision (a) shall not be assessed.

(d) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038, or a violation of any rules or regulations adopted prior to January 1, 2019, that regulate or prohibit sidewalk vendors in the jurisdiction of a local authority, shall not be punishable as an infraction or misdemeanor, and the person alleged to have violated any of those provisions shall not be subject to arrest except when permitted under law.

(2) Notwithstanding any other law, paragraph (1) shall apply to all pending criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors. Any of those criminal prosecutions that have not reached final judgment shall be dismissed.

(e) A local authority that has not adopted rules or regulations by ordinance or resolution that comply with Section 51037 shall not cite, fine, or prosecute a sidewalk vendor for a violation of any rule or regulation that is inconsistent with the standards described in subdivision (b) Section 51038.

(f) (1) When assessing an administrative fine pursuant to subdivision (a), the adjudicator shall take into consideration the person's ability to pay the fine. The local authority shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to subdivision (a).

(3) The local authority may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

(g) (1) A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under the act that added this section had that act been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

(2) Upon receiving a petition under paragraph (1), the court shall presume the petitioner satisfies the criteria in paragraph (1) unless the party opposing the petition proves by clear and convincing evidence that the petitioner does not satisfy the criteria. If the petitioner satisfies the criteria in paragraph (1), the court shall grant the petition to dismiss the sentence or fine, if applicable, and dismiss and seal the conviction, because the sentence, fine, and conviction are legally invalid.

(3) Unless requested by the petitioner, no hearing is necessary to grant or deny a petition filed under paragraph (1).

(4) If the court that originally sentenced or imposed a fine on the petitioner is not available, the presiding judge shall designate another judge to rule on the petition.

(5) Nothing in this subdivision is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner.

(6) Nothing in this subdivision or related provisions is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this chapter.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 51038 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The Legislature finds and declares that in order to protect the privacy of a sidewalk vendor with regard to his or her California driver's license or identification number, individual taxpayer identification number, or municipal identification number, when that number is collected in lieu of a social security number for purposes of the issuance of a permit or business license, it is necessary that the sidewalk vendor's number be confidential, except as provided in this act.



**NOTICE OF A
PUBLIC HEARING**
THE CITY OF SAN FERNANDO CITY COUNCIL

NOTICE IS HEREBY GIVEN that a public hearing on this matter will be conducted by the City of San Fernando City Council on:

DATE OF HEARING: August 5, 2019

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall Council Chambers, 117 Macneil Street, San Fernando, CA 91340

PROJECT LOCATION: Citywide


FOR THE FOLLOWING PURPOSE:

First reading and introduction of Ordinance No. 1688 repealing in part and amending in part Chapter 58 (Peddlers and Solicitors) of the San Fernando Municipal Code to create a Sidewalk Vending Program in compliance with Senate Bill 946, and approval of a Resolution adopting regulations governing sidewalk vending in the City of San Fernando.

This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

Interested members of the public are encouraged to attend the City Council hearing on this matter to provide public comment and/or to raise any objections to matters being considered for approval. Public comment (including objections) may be given orally on the date of the hearing or may be submitted in writing delivered to the City of San Fernando by or before the close of the public comment portion of the public hearing. Persons who may wish to challenge the action taken on this matter in court may be limited to raising only those issues you or someone else raised either orally at the public hearing or in written correspondence submitted by or before the close of the public hearing.

For further information regarding this proposal, please contact Timothy T. Hou, Director of Community Development, at (818) 898-7316, by email at thou@sfcity.org or by written correspondence to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA 91340-2993.



TIMOTHY T. HOU, AICP
Director of Community Development

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 5, 2019

Subject: Adopt a Resolution Establishing User Fees for Fiscal Year 2019-2020 and Rescind Prior User Fee Resolutions

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 7944 (Attachment "A") incorporating all current fees for City services into a FY 2019-20 Annual Fee Schedule (Exhibit "1"), amending certain fees and charges; and
- c. Rescind Resolution No. 7849 and all parts of Resolutions in conflict with Resolution No. 7944.

BACKGROUND:

1. The City assesses user fees for certain services including, but not limited to, encroachment permits, plan check and inspection fees, registration fees for recreation classes, business license processing fees, film permits, facility rental fees, etc.
2. In general, when an individual pays a user fee, they receive a direct service or derive some other special benefit/entitlement. The purpose of charging user fees is to recover part, or all, of the cost of providing the service. In cases that costs are not fully recovered, the activity is being 'subsidized' by the General Fund.
3. In California, user fees are subject to a number of state laws, most notably Proposition 218 (November 1996) and Proposition 26 (November 2010). Among other changes, Proposition 218 limited the amount charged for user fees to the actual cost to provide the service, required the fee be related to a service or benefit being provided to the payee, and required voter approval to increase all taxes (as defined in Prop 218). Proposition 26 broadened Proposition 218's definition of 'tax' and determined seven criteria that gave exception to the

Adopt a Resolution Establishing User Fees for Fiscal Year 2019-2020 and Rescind Prior User Fee Resolutions

Page 2 of 4

new tax definition. Revenue sources that meet one of the seven criteria may be considered fees and therefore do not require voter approval to increase.

4. In order to adopt new fees or increase existing fees, the City must establish a cost of providing the service and the City Council must adopt a resolution approving the fee after conducting a Public Hearing. The fee cannot exceed the established cost of providing the service.
5. On October 5, 2015, after conducting a formal Request for Proposal (RFP) process, City Council awarded a contract to Willdan Financial Services to conduct a user fee study. Work on the Study began in January 2016 with an expected completion date in early FY 2016-2017.
6. Due to vacancies in key staff positions, finalization and implementation of the User Fee study was put on hold through FY 2016-2017 and FY 2017-2018.
7. In October 2017, City Council appointed a User Fee Ad Hoc Committee (Vice Mayor Lopez and Councilmember Fajardo), which met on a number of occasions to review the Study and provide guidance to finalize policy recommendations for adoption by City Council.
8. On May 7, 2018, City Council approved a general cost recovery level for each Department/Fee Category and adopted Resolution No. 7849 updating the fees accordingly.
9. Per Government Code 66016 et seq., notice of the Public Hearing must be published twice within 10 days of the public hearing, with at least five (5) days between each publication. Notice of this public hearing was published in the San Fernando Sun on Thursday, July 25, 2019 and Thursday, August 1, 2019.

ANALYSIS:

Based on the guidelines provided in *Chapter 9: User Fees and Charges* of the City's General Financial Policy (Attachment "B"), best practice recommendations from Willdan Financial Services, and input from the Ad Hoc committee, the following cost recovery levels were approved by City Council for each fee category, by Department:

Department/Fee Category	Cost Recovery Level
<i>City Clerk</i>	
Public Records	Max. Allowed by Gov. Code
<i>Finance</i>	
Service Fees	100%
Business and Tobacco Fees	100%
Alarm Permit Fees	100%

Adopt a Resolution Establishing User Fees for Fiscal Year 2019-2020 and Rescind Prior User Fee Resolutions

Page 3 of 4

<i>Community Development</i>	
Planning Review Fees	75% - 80%
Building Permits & Inspections	95%
<i>Police</i>	
Booking and Vehicle Processing	100%
Report Reproduction	50% - 75%
Court Appearance	100%
Livescan and Background Checks	100%
<i>Public Works</i>	
Right-of-Way Review	80%
Construction/Utility Inspection	80% - 100%
Special Services	75% - 100%
<i>Recreation and Community Services</i>	
Facility Use	50% - 75%
Recreation Programs	50% - 60%
Special Events	25% - 50%

Since a number of fees were recommended to increase more than 25% to reach the recommended cost recovery level, City Council approved a two-year phase in for fees that met the following criteria: 1) the recommended increase exceeded 25% and, 2) on average, staff processes more than one of the fee activity per year.

Upon adopting the current fee resolution, each fee will have reached the recommended cost recovery level and, going forward, will be adjusted annually based on the average increase in the City's personnel costs. The average increase in personnel costs for fiscal year 2019-2020 is two percent (2%).

Per the Government Code, certain development related fees take effect sixty (60) days after adoption of the fee resolution. Therefore, staff recommends all fees become effective Monday, October 7, 2019.

BUDGET IMPACT:

User fees account for almost five percent (5%) of total General Fund Revenue. Ensuring that the City is recovery the appropriate level of costs to provide fee-based activities will allow staff to continue to provide a high level service to the community.

There is no additional cost to implementing the Fee Study recommendations.

Adopt a Resolution Establishing User Fees for Fiscal Year 2019-2020 and Rescind Prior User Fee ResolutionsPage 4 of 4

CONCLUSION:

After conducting the Public Hearing, staff recommends City Council adopt the Resolution establishing fees for fiscal year 2019-2020.

ATTACHMENTS:

- A. Resolution No. 7944 with Exhibit 1 – Fee Schedule
- B. City's General Financial Policy

ATTACHMENT "A"**RESOLUTION NO. 7944****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
UPDATING THE ANNUAL FEE SCHEDULE, AMENDING CERTAIN FEES AND
CHARGES, AND REPEALING ALL PARTS OF RESOLUTIONS IN CONFLICT
THEREWITH**

WHEREAS, the City of San Fernando (the "City") has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services for Fiscal Year 2019-2020; and

WHEREAS, on May 7, 2018, the City Council adopted Resolution No. 7849 approving the City's adoption of a schedule of fees and charges in order to defray departmental costs associated with facilities usage, code and police enforcement activities, and the processing certain applications and permits; and

WHEREAS, California Government Code Section 66000 *et seq.* authorizes the City to adopt fees and charges for municipal services, provided such fees or charges do not exceed the estimated reasonable cost to the City of providing the services for which the fees and charges are imposed; and

WHEREAS, the amount of the proposed established and amended fees and charges do not exceed the City's reasonable cost of providing the services necessary for the activities for which the fees and charges are imposed, as set forth in the Fee Study included herein as Exhibit "1"; and

WHEREAS, on August 5, 2019, the City Council held a duly noticed Public Hearing concerning the proposed amended fees and charges; and

WHEREAS, the adoption of this Resolution approves the proposed established and amended fees and charges for the purpose of meeting the operating expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 *et seq.*) pursuant to Public Resources Code Section 21080(b)(8)(A); and

WHEREAS, all requirements of state law, including, where applicable, California Government Code Sections 66016 and 66018, are hereby found to have been satisfied.

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 hereby finds and determines that the above recitals are true and correct.

SECTION 2. The City Council, based upon the analysis set forth in the Fee Study for 2018, hereby adopts the fees and charges set forth in Exhibit 1 that are proposed to be established and amended, which established and amended fees and charges shall become effective October 7, 2019.

SECTION 3. All parts of resolutions and ordinances not consistent with or in conflict with this Resolution are hereby rescinded.

SECTION 4. The City Council is taking action only on those fees and charges that have been established and amended as set forth in Exhibit 1. All fees and charges not modified herein shall continue and remain in effect unless and until modified by resolution or other action of the City Council.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution 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 6. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take effect.

PASSED, APPROVED, AND ADOPTED this 5th day of August 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chavez, 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 special meeting of the City Council held on the 5th day of August 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chavez, City Clerk

EXHIBIT "1"



ANNUAL FEE SCHEDULE FY 2019/2020

WWW.SFCITY.ORG



FY 2019/20 ANNUAL FEE SCHEDULE

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FY 2019/20 ANNUAL FEE SCHEDULE

I. ADMINISTRATION DEPARTMENT					
A. SERVICE FEES AND CHARGES					
#	Description	Charge	Unit	Special Condition	Authority
1	Duplication Of Documents				
1a	Per Page; Black and White; 8.5" x 11"	0.25	Each	Must Be Paid Prior To Duplication	GC\$6257
1b	Per Page; Black and White; Greater than 8.5" x 11"	0.25	Each	Must Be Paid Prior To Duplication	GC\$6257
1c	Per Page; Color; 8.5" x 11"	0.25	Each	Must Be Paid Prior To Duplication	GC\$6257
1d	Per Page; Color; Greater than 8.5" x 11"	0.25	Each	Must Be Paid Prior To Duplication	GC\$6257
2	Duplication Of CD	1.00	Each	Must Be Paid Prior To Duplication	GC\$6257
3	Duplication Of Cassette Tapes	1.00	Each	Must Be Paid Prior To Duplication	GC\$6257
4	Fair Political Practices Commission (FPPC) Documents			(i.e., Campaign Statements, Form 700, etc.)	
4a	Duplication Of Documents	0.10	Each		GC\$81008
4b	Retrieval Fee	5.00	Per Request		GC\$81008
4c	Certification of City Documents	6.00	Each		
5	Notarial Services				
5a	Acknowledgement	15.00	Each		GC\$8211
5b	Certified Copy of Power of Attorney	15.00	Each		GC\$8211
5c	Copy of Journal Entry	0.30	Each		GC\$8206
5d	Deposition	30.00	Each	Plus \$7 for Administering an Oath to the Witness and \$7 for Completing the Certificate on the Disposition	GC\$8211
5e	Immigration Papers	15.00	Per Set		GC\$8214.1; \$8214.15, \$8223
5f	Jurat	15.00	Each		GC\$8211
5g	Oath and Affirmation	15.00	Each		GC\$8211
5h	Proof of Execution by Subscribing Witness	15.00	Each		GC\$8211
B. PHOTOGRAPHY AND FILM PRODUCTION PERMITS					
#	Description	Charge	Unit	Special Condition	Authority
1	Application Fee				
1a	15 Days or More In Advance	240.00	Each		SF Resolution 7944
1b	Less Than 15 Days In Advance	300.00	Each		SF Resolution 7944
2	Permit Fee				
2a	First Day	300.00	Each		SFCC\$22-144
2b	Every Additional Day of the Same Shoot	100.00	Day		SFCC\$22-144
2c	Photography	200.00	Day		SFCC\$22-144
3	Change Fee	202.00	Each		SF Resolution 7944
4	Cancellation Fee; If Less Than 24 Hours	257.00	Each		SF Resolution 7944
5	Parking Space Rental - Filming	1.25	Per Space Per Hour		SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES					
#	Requirements	Fee/Charge	Unit	Special Condition	Authority
1	Variance	3,891.20	Each	See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B)	SF Resolution 7944
2	Conditional Use Permit	3,968.82	Each	See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B)	SF Resolution 7944
3	Modification	2857.02	Each	See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B)	SF Resolution 7944
4	Precise Development	2507.16	Each		SF Resolution 7944
5	Specific Plan	11,406.66	Each	\$5,600 Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 7944
6	Development Agreement	Hourly Rate	Each		SF Resolution 7944
7	Large Family Day Care	2,632.91	Each		SF Resolution 7944
8	Free Standing Sign	2,449.02	Each		SF Resolution 7944
9	Site Plan Review	3,197.03	Each	One Fee Regardless Of Lot Size; See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B)	SF Resolution 7944
10	Zone Change	4,312.56	Each		SF Resolution 7944
11	General Plan Amendment	4,312.56	Each		SF Resolution 7944
12	Zoning Permit Review				
12a	Zoning Occupancy Permit Review	246.84	Each	Includes \$69 Fee For Building Division Inspection	SF Resolution 7944
12b	Zoning Review DMV Clearance	145.86	Each		SF Resolution 7944
12c	Zoning Rebuild Letter	206.04	Each		SF Resolution 7944
12d	Swap Meet Occupancy For Sellers	20.00	Each		SF Resolution 7944
13	Wall And Fence Permit	83.64	Each	Building Permit Issued Per City Code Section 106-970	SF Resolution 7944
14	Home Occupation	63.24	Each		SF Resolution 7944
15	Sign Permit	346.80	Each		SF Resolution 7944
16	Banner Permit	82.62	Each	Five Banners Permitted Per One Calendar Year; Maximum five periods of 21-days per year	SF Resolution 7944 and SFCC§106-934(b)
17	Lot Line Adjustment	1,913.52	Each	One Fee Regardless Of Lot Size	SF Resolution 7944
18	Environmental Documentation				
18a	Categorical Exemption	2,400.00	Each	Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES					
#	Requirements	Fee/Charge	Unit	Special Condition	Authority
18b	Initial Studies	6,800.00		Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 7944
18c	Environmental Impact Report	15,000.00		Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 7944
19	Appeals Of Action By Director Or Planning Commission	½ Application Fee	Each		SF Resolution 7944
20	Preliminary Parcel Map Fee				
20a	Preliminary Parcel Map Fee	4,474.73	Each		SF Resolution 7944
20b	Cost For Each Lot Shown On Map	159.13			SF Resolution 7944
21	Tentative Tract Map Fee				
21a	Tentative Tract Map Fee	4,578.73	Each		SF Resolution 7944
21b	Cost For Each Lot Shown On Map	129.54			SF Resolution 7944
21c	Owner Initiated Lot Merger	3469.02			SF Resolution 7944
22	Public Notification				
22a	Mailing Labels	408.00	Set	500 Foot Radius	SF Resolution 7944
22b	Postage	122.40			SF Resolution 7944
22c	Published Notice In Newspaper	600.00	Each	¼ Ads Only; Based On Minimum Fee; If Actual Costs Are Higher, Then Applicant Will Be Billed	SF Resolution 7944
22d	Notice of Environmental Assessment	1100.00	Each	Based on minimum fee, if actual costs are higher, then applicant will be billed accordingly	SF Resolution 7944
23	Hourly Rate Schedule				
23a	Director of Community Development	175.44	Hour		SF Resolution 7944
23b	City Planner	153.00	Hour		
23c	Building And Safety Supervisor	129.54	Hour		SF Resolution 7944
23d	Senior Planner	129.54	Hour		SF Resolution 7944
23e	Associate Planner	81.60	Hour		SF Resolution 7944
23f	Assistant Planner	81.60	Hour		SF Resolution 7944
23g	Community Preservation Supervisor	89.76	Hour		SF Resolution 7944
23h	Community Preservation Officer	89.76	Hour		SF Resolution 7944
23i	Secretary/Administrative Assistant	89.76	Hour		SF Resolution 7944
23j	Intern	16.32	Hour		SF Resolution 7944
23k	Consultant	TBD	Hour	Fees calculated on a project by project basis	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT								
A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES								
#	Requirements	Fee/Charge	Unit	Special Condition				Authority
24	Staff Research	Hourly Rate		Projects Involving Staff Research and Project Expediting; per Fee Schedule established under Item No. 23 including any additional fees associated with other Department and Division staff support, including consultant costs				SF Resolution 7944
25	Planning Review	326.40	Each					SF Resolution 7944
26	Notarial Services							
26a	Acknowledgement	15.00	Each					GC§8211
26b	Certified Copy of Power of Attorney	15.00	Each					GC§8211
26c	Copy of Journal Entry	0.30	Each					GC§8206
26d	Deposition	30.00	Each	Plus \$7 for Administering an Oath to the Witness and \$7 for Completing the Certificate on the Disposition				GC§8211
26e	Immigration Papers	15.00	Per Set					GC§8214.1; 8214.15, 8223
26f	Jurat	15.00	Each					GC§8211
26g	Oath and Affirmation	15.00	Each					GC§8211
26h	Proof of Execution by Subscribing Witness	15.00	Each					GC§8211
B. EXCEPTIONS FOR SINGLE FAMILY DETACHED DWELLING ON ONE LOT WITH RESIDING OWNER OCCUPANT								
#	Requirements	Charge	Unit	Special Condition				Authority
1	Modification	1,429.02	Each	½ Of Modification Application				SF Resolution 7944
2	Variance	1,945.60	Each	½ Of Variance Application				SF Resolution 7944
3	Conditional Use Permit	1,984.92	Each	½ Of Conditional Use Permit Application				SF Resolution 7944
4	Site Plan Review	1,598.52	Each	½ Of Site Plan Review Application				SF Resolution 7944
C. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE A								
#	Permit	Valuation for “Good” Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
1	Patio Cover	25.00	R1, R2, R3	Yes/ No	V	U	E	GC§66014
2	Patio Enclosure	35.00	R1, R2, R3	Yes / No	V	U	E	GC§66014
3	Carport	25.00	R1, R2, R3	Yes / No	V	U	E	GC§66014
4	Garage	50.00	R1, R2, R3	Yes / No	V	U	E	GC§66014
5	Noncommercial Greenhouse	15.00	R1, R2, R3	No / No	V	U	E	GC§66014
6	Storage Shed	30.00	R1, R2, R3	Yes / No	V	U	E	GC§66014
7	Re-roofing - Comp Shingle	2.00	R1, R2, R3	Yes / No				GC§66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

C. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE A

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
8	Re-roofing - Built-up 2 ply	2.00	R1, R2, R3	Yes / No				GC\$66014
9	Re-roofing - Clay	9.00	R1, R2, R3	Yes / No				GC\$66014
10	Re-roofing- Fiber Glass	2.00	R1, R2, R3	Yes / No				GC\$66014
11	Relocation - 2 or more stories	40.00	R1, R2, R3	No / No	V	R-3	E	GC\$66014
12	Relocation - Multi-pieces	32.00	R1, R2, R3	No / No	V	R-1	E	GC\$66014
13	Relocation- Attached Garage	29.00	R1, R2, R3	No / No	V	U		GC\$66014
14	Relocation - Detached Garage	29.00	R1, R2, R3	No / No	V	U		GC\$66014
15	Pool (Private)	32.00	R1	No / No				GC\$66014
16	Pool (Public)	40.00	R2, R3	No / No				GC\$66014
17	Block Wall	12.00	R1, R2, R3	No / No				GC\$66014
18	Fence	8.00	R1, R2, R3	Yes / No				GC\$66014
19	Botanical Garden	122.00	C1, C2	No / Yes	I, II, III or V	B	F	GC\$66014
20	Agricultural	122.00	M1, M2	No / No	I or II	F-1	F	GC\$66014

D. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE B

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
1	Recreational Room	100.00	R1, R2, R3	Yes / No	V	R-3	E	GC\$66014
2	Addition to Dwelling Unit	100.00	R1, R2, R3	Yes / No	V	R-3	E	GC\$66014
3	Single Family Dwellings – Standard/ADU	100.00	R1, R2, R3	Yes / No	V	R-3	E	GC\$66014
3a	Remodel	100.00	R1, R2, R3	Yes / No	V	R-3	E	GC\$66014
4	Single Family Dwelling - Pre Fab	60.00	R1, R2, R3	Yes / No	V	R-3	E	GC\$66014
5	Single Family Dwellings - Tract	100.00	R1, R2, R3	Yes / No	V	R-3	E	GC\$66014
6	Guesthouse	100.00	R1, R2, R3	No / Yes	V	R-3	E	GC\$66014
7	Duplex	100.00	R2, R3	No / No	V	R-1	E	GC\$66014
8	Triplex	100.00	R2, R3	No / No	V	R-1	E	GC\$66014
9	4 to 5 Unit Apartment Building	85.00	R2, R3	No / No	V	R-1	E	GC\$66014
10	Apartment House - Sr. Citizen	98.00	R2, R3	No / No	V	R-1	E	GC\$66014
11	Residential Condominium	100.00	R2, R3	No / Yes	V	R-3	E	GC\$66014
12	Multiple-Family Dwelling Units	85.00	R3	No / No	V	R-1	E	GC\$66014
13	Boardinghouse	85.00	R3	No / Yes	V	R-1	E	GC\$66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

E. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE C

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
1	Garage	50.00	R1, R2, R3	No / No	V	U-1		SF Resolution 7849

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
1	Community Care Facility	150.00	R1, R2, R3	No / No	I, II, III or V	B	E	GC\$66014
2	Community Center	120.00	R1, R2, R3	No / No	I, II, III or V	B	F	GC\$66014
3	Church	186.00	R1, R2, R3	No / Yes	I, II, III or V	A-2.1	E	GC\$66014
4	Schools	140.00	R1, R2, R3	No / Yes	I, II, III or V	E	E	GC\$66014
5	Hospital	222.00	R1, R2, R3	No / Yes	I, II, III or V	I 1.2	F	GC\$66014
6	Sanitarium	222.00	R1, R2, R3	No / Yes	I, II, III or V	I-3	F	GC\$66014
7	Museum	122.00	R3	No / Yes	I, II, III	B	F	GC\$66014
8	Library	122.00	R3	No / Yes	I, II, III	B	F	GC\$66014
9	Nursery School	122.00	R3	No / Yes	I, II, III	B	F	GC\$66014
10	Administrative Office	114.00	C1, C2	No / No	I, II, III or V	B	F	GC\$66014
11	Professional Office	174.00	C1, C2	No / No	I, II, III or V	B	F	GC\$66014
12	Government Building	114.00	C1, C2	No / No	I, II, III or V	B	F	GC\$66014
13	Retail General	122.00	C1, C2	No / No	I, II, III or V	M	F	GC\$66014
14	Retail Market	122.00	C1, C2	No / No	I, II, III or V	M	F	GC\$66014
15	Retail Department Store	123.00	C1, C2	No / No	I, II, III or V	M	F	GC\$66014
16	Retail Mall	122.00	C1, C2	No / No	I, II, III or V	M	F	GC\$66014
17	Service Business	122.00	C1, C2	No / No	I, II, III or V	B	F	GC\$66014
18	Restaurant Take Out	161.00	C1, C2	No / No	I, II, III or V	B	F	GC\$66014
19	Restaurant Fast Food	161.00	C1, C2	No / No	I, II, III or V	B	F	GC\$66014
20	Restaurant Sit Down with Entertainment/Dancing	164.00	C1, C2	No / No	I, II, III or V	A-2	F	GC\$66014
21	Restaurant Sit Down with Stage	164.00	C1, C2	No / No	I, II, III or V	A-2.1	F	GC\$66014
22	Restaurant Sit Down	161.00	C1, C2	No / No	I, II, III or V	A-3	F	GC\$66014
23	Club, Lodge and Hall	122.00	C1, C2	No / Yes	I, II, III or V	B	F	GC\$66014
24	Commercial Recreation	115.00	C1, C2	No / Yes	I, II, III or V	B	F	GC\$66014
25	Hotel	115.00	C1, C2	No / Yes	I, II, III or V	R-3	F	GC\$66014
26	Motel	115.00	C1, C2	No / Yes	I, II, III or V	R-3	F	GC\$66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
27	New Automobile Sales	116.00	C1	No / Yes	I, II, III or V	B	F	GC\$66014
28	Schools	140.00	C1, C2	No / Yes	I, II, III or V	I	F	GC\$66014
29	Secondhand Store	122.00	C1, C2	No / Yes	I, II, III or V	M	F	GC\$66014
30	Museum	132.00	C1, C2	No / Yes	I, II, III or V	B	F	GC\$66014
31	Art Galleries	132.00	C1, C2	No / Yes	I, II, III or V	B	F	GC\$66014
32	Automobile Service Station	100.00	C-2	No / No	I, II, III or V	S-3	F	GC\$66014
33	Bus Station	122.00	C2	No / No	I, II, III or V	B	F	GC\$66014
34	Fortunetelling	122.00	C2	No / No	I, II, III or V	B	F	GC\$66014
35	Hospital	142.00	C2	No / No	I, II, III or V	I	F	GC\$66014
36	Mortuaries	149.00	C2	No / No	I, II, III or V	B	F	GC\$66014
37	New Automobile Sales	116.00	C2	No / No	I, II, III or V	B	F	GC\$66014
38	Nurseries	122.00	C2	No / No	I, II, III or V	B	F	GC\$66014
39	Pet Store	122.00	C2	No / No	I, II, III or V	M	F	GC\$66014
40	Radio and Television Station	140.00	C2	No / No	I, II, III or V	B	F	GC\$66014
41	Repair Shops, Bicycle and Motorcycle	122.00	C2	No / No	I, II, III or V	B	F	GC\$66014
42	Veterinary Clinic	132.00	C2	No / No	I, II, III or V	B	F	GC\$66014
43	Ambulance	121.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
44	Automobile Repair	79.00	C2	No / Yes	I, II, III or V	S-3	F	GC\$66014
45	Bail Bondsman	114.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
46	Billiards	122.00	C2	No / Yes	I, II, III or V	A-2	F	GC\$66014
47	Pool parlor	122.00	C2	No / Yes	I, II, III or V	A-2	F	GC\$66014
48	Carwash Self Serve	122.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
49	Carwash Automatic	153.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
50	Carwash Full serve	153.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
51	Dating and Escort Service	122.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
52	Fruit and Vegetable Stands	65.00	C2	No / Yes	I, II, III or V	B	F	GC\$66014
53	Live Entertainment	205.00	C2	No / Yes	I, II, III or V	A-2	F	GC\$66014
54	Theater	199.00	C2	No / Yes	I, II, III or V	A-2	F	GC\$66014
55	Bowling Alley	164.00	C2	No / Yes	I, II, III or V	A-2	F	GC\$66014
56	Adult Entertainment Business	164.00	C2	No / Yes	I, II, III or V	A-2	F	GC\$66014
57	Manufacturing	86.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
58	Animal Hospital	122.00	M1, M2	No / No	I, II, III	B	F	GC\$66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
59	Assembly Plant	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
60	Automobile Laundry	122.00	M1, M2	No / No	I, II, III	S-3	F	GC\$66014
61	Automotive Repair	122.00	M1, M2	No / No	I, II, III	S-3	F	GC\$66014
62	Automotive Body & Paint	122.00	M1, M2	No / No	I, II, III	S-3	F	GC\$66014
63	Building Materials and Hardware Sales	122.00	M1, M2	No / No	I, II, III	M	F	GC\$66014
64	Cabinet Shops and Woodworking	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
65	Computer Manufacturing & Service	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
66	Cosmetics	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
67	Electric and Gas Appliance	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
68	Food Products	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
69	Jewelry	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
70	Laundry, Cleaning Plant	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
71	Dry Cleaning Plant	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
72	Lumberyard, Building Materials	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
73	Contractor Storage Yard	122.00	M1, M2	No / No	I, II, III	S-2	F	GC\$66014
74	Machine Shop	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
75	Motion Picture Studio	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
76	Television Studio	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
77	Optical Equipment	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
78	Pharmaceutical	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
79	Photographic Product and equipment	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
80	Product service center	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
81	Signs	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
82	Telephone, communication building	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
83	Welding shop	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
84	Wholesale business	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
85	Wholesale business hazardous	122.00	M1, M2	No / No	I, II, III	F-2	F	GC\$66014
86	Other uses	122.00	M1, M2	No / No	I, II, III	F-1	F	GC\$66014
87	Animal shelter	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
88	Commercial antennas	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
89	Engine manufacture	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
90	Helistop	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
91	Laboratory: chemical, biological, anatomical	122.00	M1, M2	No / Yes	I, II, III	F-2	F	GC\$66014
92	Laboratory: chemical, biological, anatomical hazardous	122.00	M1, M2	No / Yes	I, II, III	H-1	F	GC\$66014
93	Outdoor storage shed	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
94	Outdoor adverting signs	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
95	Paint manufacture	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
96	Research and development	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
97	Service station	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
98	Swap meets or flea markets	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
99	Auctions indoor or outdoor	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
100	Truck terminal or yard	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
101	New and used car sales	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
102	Storage and distribution	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
103	Storage and distribution hazardous	122.00	M1, M2	No / Yes	I, II, III	F-2	F	GC\$66014
104	Warehousing	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
105	Extermination business	122.00	M1, M2	No / Yes	I, II, III	F-2	F	GC\$66014
106	Extermination business hazardous	122.00	M1, M2	No / Yes	I, II, III	H-1	F	GC\$66014
107	Heliports	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
108	House moving businesses	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
109	Contractor' storage and fabrication yards	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
110	Lumberyards or building materials	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
111	Boat building and repair businesses	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
112	Landscaping and gardening service	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
113	Machine Shop and tool and die making	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
114	Machine Shop and tool and die making hazardous	122.00	M1, M2	No / Yes	I, II, III	F-2	F	GC\$66014
115	Metal welding and plating business	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
116	Metal welding and plating business hazardous	122.00	M1, M2	No / Yes	I, II, III	F-2	F	GC\$66014
117	Rental yards	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
118	Restaurants	122.00	M1, M2	No / Yes	I, II, III	A-2	F	GC\$66014
119	Roofing businesses	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
120	Salvage and recycling businesses	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
121	Recreation vehicle storage yards	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
122	Electric distribution and transmission substations	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
123	Research and development	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
124	Pharmaceutical laboratory	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
125	Administrative, professional, business offices	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
126	Blueprinting and Photostatting	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
127	Assembly of plastic products	122.00	M1, M2	No / Yes	I, II, III	F-2	F	GC\$66014
128	Assembly of plastic products hazardous	122.00	M1, M2	No / Yes	I, II, III	H-1	F	GC\$66014
129	Manufacture of ceramic products	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
130	Parcel service delivery depot	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
131	Photoengraving	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
132	Manufacture control devices gauges	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
133	Glass edging, beveling and silvering	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
134	Studio or office for industrial designing	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
135	Recreation area	86.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
136	Waste facility	122.00	M1, M2	No / Yes	I, II, III	F-1	F	GC\$66014
137	Waste facility hazardous	122.00	M1, M2	No / Yes	I, II, III	H-1	F	GC\$66014
138	Manufacturing	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
139	Manufacturing Hazardous	122.00	M2	No / No	I, II, III	F-2	F	GC\$66014
140	Animal shelter	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
141	Assaying	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
142	Assaying hazardous	122.00	M2	No / No	I, II, III	F-2	F	GC\$66014
143	Automobiles	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
144	Automobiles hazardous	122.00	M2	No / No	I, II, III	F-2	F	GC\$66014
145	Recreational vehicles	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
146	Recreational vehicles hazardous	122.00	M2	No / No	I, II, III	F-2	F	GC\$66014
147	Boats or Trailers	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
148	Ceramics, pottery, statuary	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
149	Heavy equipment sales and rental	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
150	Ink, polish enamel	122.00	M2	No / No	I, II, III	F-2	F	GC\$66014
151	Ink, polish enamel hazardous	122.00	M2	No / No	I, II, III	H-1	F	GC\$66014
152	Pest control contractors	122.00	M2	No / No	I, II, III	F-2	F	GC\$66014
153	Pest control contractors hazardous	122.00	M2	No / No	I, II, III	H-1	F	GC\$66014
154	Public service facilities	86.00	M2	No / No	I, II, III	F-1	F	GC\$66014



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

F. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D

#	Permit	Valuation for "Good" Construction Per Square Foot	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
155	Sandblasting	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
156	Tile (indoor kiln)	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
157	Wallboard, glass (no blast furnace)	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
158	Blast furnaces as an accessory use	122.00	M2	No / No	I, II, III	F-1	F	GC\$66014
159	Automotive impound area	86.00	M2	No / Yes	I, II, III	F-1	F	GC\$66014
160	Metal engraving, metal fabrications	122.00	M2	No / Yes	I, II, III	F-1	F	GC\$66014
161	Metal engraving, metal fabrications	122.00	M2	No / Yes	I, II, III	F-2	F	GC\$66014
162	Tire retarding and recapping	122.00	M2	No / Yes	I, II, III	F-1	F	GC\$66014
163	Tire retarding and recapping hazardous	122.00	M2	No / Yes	I, II, III	F-2	F	GC\$66014

G. BUILDING VALUATION TABLE FOR ALL NEW CONSTRUCTION

#	Value (\$)	Base Rate	Plus	For Every	Authority
1	1 – 500	27.68	0.00	0 Square Feet	SF Resolution 7944
2	501 – 2,000	27.68	5.53	100 Square Feet	SF Resolution 7944
3	2,001 – 25,000	110.47	25.38	1,000 Square Feet	SF Resolution 7944
4	25,001 – 50,000	694.13	18.31	1,000 Square Feet	SF Resolution 7944
5	50,001 – 100,000	1,151.97	12.68	1,000 Square Feet	SF Resolution 7944
6	100,001 – 500,000	1,786.31	10.15	1,000 Square Feet	SF Resolution 7944
7	500,001 – 1,000,000	5,846.07	8.61	1,000 Square Feet	SF Resolution 7944
8	1,000,001 – 9,999,999	10,152.65	6.61	1,000 Square Feet	SF Resolution 7944

H. BUILDING/ HOUSING INSPECTION FEES – OTHER

#	Permit	Fee	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
1	Inspection Prior to Resale of Residential Property (Includes Building Permit/Certificate of Building Compliance, Issuance Fee, Plan Maintenance Fee)	240.00 Per Property		No / No				GC\$66014
2	Rental Inspection Program							
2a	Rental Inspection Program (1 to 2 Units)	71.40		No / No				GC\$66014
2b	Rental Inspection Program (3 or More Units)	35.70 Per Unit		No / No				GC\$66014
3	Strong Motion Fee	% of valuation on each permit issued						



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

H. BUILDING/ HOUSING INSPECTION FEES – OTHER

#	Permit	Fee	Zoning	Owners Cert. / CUP Required	Type of Const.	Group & Division	SMI	Authority
4	Building Plan Maintenance	93.38						
5	Special Revolving Fund	\$4.00 up to 100,000 valuation; \$1 per 25,000 over 100,00 valuation						
6	Admin. Service Issuance Fee	93.38						
7	CASp Fee	\$4.00 per Building Permit						
8	Demolition	312.04						
9	Grading	312.04						
10	Code Enforcement Inspection Fee	46.12						
11	General Plan Update Surcharge	5%						

I. OTHER FEES

#	Permit	Fee	Unit	Additional	Authority
1	AIMS Maintenance Surcharge	10%	Each	Added to All Building Permit Fees and Planning Fees	SF Resolution 7944
2	Amplified Sound Permit	120.00	Each		SF Resolution 7944
3	Front Yard Landscape (draught tolerant design)	102.00	Each		SF Resolution 7944
4	Front Yard Flat Work (i.e. new driveway, widening, walk way install)	51.00	Each		SF Resolution 7944
5	Accessory Structures <120 sq. ft.	51.00	Each		SF Resolution 7944
6	Perimeter Fencing	51.00	Each		SF Resolution 7944
7	A-Frame Signs	51.00	Each		SF Resolution 7944
8	Window Signage	51.00	Each		SF Resolution 7944
9	Solar Panel Review	76.50	Each		SF Resolution 7944
10	Development Agreement	5,522.00	Each	Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
J. GRAFFITI REMOVAL PARTNER PROGRAM					
#	Description	Fee	Unit	Special Condition	Authority
1	Graffiti Removal From Private Property Up To Height Of 12'	Actual Cost Per Site	Maximum Height Of 12'	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 7944
2	Graffiti Removal From Private Property At Height Exceeding 12'	Actual Cost Per Site	Removal Over 12'	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 7944
3	Sidewalk Pressure Washing	Actual Cost Per Site	Hourly Rate	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 7944
K. WIRELESS TELECOMMUNICATIONS FACILITIES					
#	Description	Fee	Unit	Special Condition	Authority
1	Wireless Application Fee/non-6409/Non-Public ROW	3,407.03	Each New Site	Requires Site Plan Review + Fee. Subject to application of consultant review fee at rate of \$2,350 per application, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944
2	Wireless Application Fee/non-6409/Public ROW	3,917.03	Each New Site	Requires Site Plan Review + Fee. Subject to application of consultant review fee at rate of \$2,350 per application, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944
3	Wireless Application Fee/6409/Non-Public ROW	530.00	Each Existing Site	Requires Planning Review Fee. Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT

J. GRAFFITI REMOVAL PARTNER PROGRAM

#	Description	Fee	Unit	Special Condition	Authority
4	Wireless Application Fee/6409/Public ROW	870.00	Each Existing Site	Requires Planning Review Fee and min. 2 hours Public Works/Engineering staff. Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944
4	Site License Application Fee	1,040.00	Each	Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944
5	Master License Application Fee	450.00	Each	Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT					
A. SERVICE FEES AND CHARGES					
#	Description	Fee	Unit	Special Condition	Authority
1	Returned Check Fee				
1a	First	25.00			SFCC§94-263 By SF Ordinance 1607
1b	Second	35.00	Each		SF Resolution 7944
2	Business License Processing Fee	22.00	Each		SF Resolution 7944
3	Tobacco Retailers Permit Fee	450.00	Each		SFCC§22-436 By SF Resolution 7944
4	Rummage Sale Permit Fee	15.00	Each		SFCC§22-226
B. UTILITIES					
#	Description	Fee	Unit	Special Condition	Authority
1	Utilities				
1a	Security Deposit for a New Residential Applicant	100.00			SFCC§94-263 By SF Ordinance 1607
1b	Security Deposit for New Commercial Applicant	150.00			SFCC§94-263 By SF Ordinance 1607
1c	Security Deposit for Delinquent Accounts	150.00		Minimum set by SFCC§94-263	SFCC§94-263 By SF Ordinance 1607
1d	Delivery Fee for Final Disconnection Notices	15.00			SFCC§94-263 By SF Ordinance 1607
1e	Administrative/Reconnection Fee	40.00			SFCC§94-263 By SF Ordinance 1607
1f	Tampering With Meter	75.00			SFCC§94-263 By SF Ordinance 1607
1g	Reinstallation Fee if Meter Has Been Removed	75.00			SFCC§94-263 By SF Ordinance 1607
1h	Reinstallation Fee for Inactive Meter	75.00			SFCC§94-263 By SF Ordinance 1607
1i	Fee for All Accounts With a Backflow Prevention Device	24/Month		Cost covers the annual inspection & testing of backflow device; billed \$48 per billing cycle	SFCC§94-269
1j	Returned Check Fee	25.00			SFCC§94-263 By SF Ordinance 1607
C. ALARM PERMITS AND NOTIFICATIONS					
#	Description	Fee/Charge	Unit	Special Condition	Authority
1	Alarm Permits				
1a	Annual Alarm Permit Issuance	25.00	Each		SFCC§30-91 By SF Resolution 7944
1b	Penalty For Business With No Permit On File	50.00	Each	In Addition To Permit Fee	SF Resolution 7849
1c	Penalty For Not Paying Bill Within 60 Days After Billing	10% of bill	Per Month	Up To The Amount Of The Bill	SFCC§30-33 By SF Resolution 7944
2	Monitoring for Alarms Wired to the Police Department				
2a	Business	200.00		Semi-Annual Fee	SF Resolution 7944
2b	Residence	100.00		Semi-Annual Fee	SF Resolution 7944
3	False Alarm Responses			Per fiscal year.	
3a	First Response	Free			SFCC§30-32 By SF Resolution 7944
3b	Second Response	Free			SFCC§30-32 By SF Resolution 7944
3c	Third Response	220.00			SFCC§30-32 By SF Resolution 7944
3d	Fourth Response	220.00			SFCC§30-32 By SF Resolution 7944
3e	Fifth Response	220.00			SFCC§30-32 By SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT

C. ALARM PERMITS AND NOTIFICATIONS

#	Description	Fee/Charge	Unit	Special Condition	Authority
3f	Sixth Response	220.00			SFCC§30-32 By SF Resolution 7944
3g	Seventh Response And All Other	440.00			SFCC§30-32 By SF Resolution 7944
4	False Panic Alarm Responses	220.00	Each		SFCC§30-32 By SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

IV. POLICE DEPARTMENT						
A. COMMUNITY PRESERVATION						
#	Description	Fee	Unit	Conditions/ Justification	Additional	Authority
1	Special Enforcement Procedure To Comply With Community Preservation Orders That Apply To Inspections Of Violation Of The City Code	20.00	Each			SF Resolution 7944
2	Swap Meet Exhibitor Daily License Inspection/Compliance	12.00	Each			SF Resolution 7944
B. CONTRACT DUTY						
#	Description	Fee	Unit	Conditions/ Justification		Authority
1	Contract Duty for Long-Term Special Police Services Related to the San Fernando Swap Meet	80.00	Hour	Flat Rate		SF Resolution 7944
2	Contract Duty for Special Police Services					
2a	Officer	80.00	Hour			SF Resolution 7944
2b	Supervisor	100.00	Hour			SF Resolution 7944
2c	Management/ Lieutenant	127.50	Hour			SF Resolution 7944
C. MISCELLANEOUS FEES						
#	Description	Fee	Unit	Conditions/ Justification		Authority
1	Vehicle Release	80.00	Each	Collected at Tow Yard		SF Resolution 7944
2	Fingerprints					
2a	Livescan	25.00	Each			SF Resolution 7944
2b	Ink Roll	25.00	Each			SF Resolution 7944
2c	Additional Ink Roll Card	10.00	Each			SF Resolution 7944
2d	Purchase Of Blank Ink Roll Card	8.00	Each			SF Resolution 7944
3	Court Commitment					
3a	Application Fee	100.00	Each	Non-Refundable		SF Resolution 7944
3b	Application Fee Update	50.00	Each	Non-Refundable		SF Resolution 7944
3c	Daily Rate	100.00	Daily	Non-Refundable		SF Resolution 7944
4	Law Enforcement Clearance Letters	37.00	Each	Includes: Local Records Checks, Preparing Clearance Letter, Reproduction, File		SF Resolution 7944
5	Application for Request for Police Reports, Audio Recordings, Photographs on CD, and Duplicate Copies	20.00	Each	Non-Refundable		SF Resolution 7944
6	Police Certification Requests	19.00	Each			SF Resolution 7944
7	Abstracts	28.00	Each			
8	Vehicle Identification Number Verification	66.00	Each			SF Resolution 7944
9	Vehicle Inspection	20.00	Each			SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

IV. POLICE DEPARTMENT					
C. MISCELLANEOUS FEES					
#	Description	Fee	Unit	Conditions/ Justification	Authority
10	Administrative Processing Fee				
10a	Vehicle Administrative Processing Fee	35.00	Each		SF Resolution 7944
10b	Administrative Processing Fee	10.00	Each		SF Resolution 7944
10c	Parking Appeal Administrative Processing Fee	25.00	Each		SF Resolution 7944
11	Driving Under the Influence Cost Recovery Program	Varies	Per Incident	Up to \$12,000 Includes On-Scene and Off-Scene Costs	GC\$53156
12	Booking and Processing Fee	135.00	Each	Flat Fee	GC\$29550 – 29550.3
13	Records Request	37.00	Hour	Non-PRA Requests Only	SF Resolution 7944
14	Undocumented Visa Fee	225.00	Each		SF Resolution 7944
15	City Property Damage	Actual Cost	Each		SF Resolution 7944
16	Failure to Pay Parking Penalty	Double the Fine	Each	Plus Any Additional Cost Incurred	SF Resolution 7944
17	Witness Fee	275.00	Daily		SF Resolution 7944
18	Background Check	20.00	Each		SF Resolution 7944
19	Deuces De Tecum	15.00	Each		SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT

- Any services provided by the Public Works Department not listed below shall be charged at the actual cost to provide services
- Processing and Review fees are non-refundable. These fees include administrative and engineering staffing costs. After six months, all other fees are non-refundable per Section 2-681 of the San Fernando City Code.
- For more complex events or permits, staff will prepare a cost estimate based on the fee schedule.
- Base fees are typical staff time, materials required, and market rate for consultant costs.
- Inspections, which require additional staff time shall require payment of additional fee, based on actual labor cost.
- Fees are due paid in full upon issuance of permit, prior to start of work or event.

A. ENCROACHMENT PERMIT (Dumpster or Other)

#	Description	Base Fee	Unit	Conditions	Authority
1	Dumpster For Residential Area	99.96	Lump Sum	Permit Good For A Maximum Of 14 Days	SF Resolution 7944
2	Dumpster For Commercial Area	107.10	Lump Sum	Permit Good For A Maximum Of 14 Days	SF Resolution 7944
3	Right-of-Way Encroachments				SF Resolution 7944
3a	Sidewalk – 30 Days	106.08	Per Each Block Side		SF Resolution 7944
3b	Street Closure Without Traffic Signals	561.00	Per Block/ Per Day		SF Resolution 7944
3c	Street Closure With Traffic Signals	861.90	Per Block/ Per Day		SF Resolution 7944
3d	Parking Stall, No Meter	5.00 (if applicable) + Staff Cost	Per Stall	Includes Parking Lot Maintenance Fee; See Section L. Professional Services for Staff Cost (time involved determined on case-by-case basis)	SF Resolution 7944
3e	Parking Stall, Metered	Loss of Meter Revenue + 5.00 (if applicable) + Staff Cost	Per Stall	Includes Loss of Meter Revenue + Parking Lot Maintenance Fee; See Section L. Professional Services for Staff Cost (time involved determined on case-by-case basis)	SF Resolution 7944
3f	Parking Stall, Construction	242.76	Each	Plus Cost of Traffic Delineators and Temporary No Parking Signs	SF Resolution 7944
4	A-Frame Annual Permit	306.00	Each		SF Resolution 7944
5	A-Frame Permit Fee	106.08	Each		SF Resolution 7944
6	Expedite Fee; Engineering	277.44	Each		SF Resolution 7944

B. HOUSE MOVING/ WIDE LOAD PERMIT

#	Description	Base Fee	Unit	Conditions	Authority
1	House Moving / Wide Load Permit	166.26	Each	Additional Costs for Police, Road Closure or Utilities Relocation may also be required	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT					
C. CERTIFICATE OF SEWER CONNECTION/SEWER DYE TEST					
#	Description	Base Fee	Unit	Conditions	Authority
1	Certificate Of Sewer Connection/Sewer Dye Test	397.80	Each	Minimum fee for Staff Review and Testing to Verify Connections and Leaks.	SF Resolution 7944
D. DRAIN SWIMMING POOL					
#	Description	Base Fee	Unit	Conditions	Authority
1	Drain Swimming Pool	301.92	Lump Sum	Minimum Fee for Staff Review and Testing	SF Resolution 7944
E. CONSTRUCTION INSPECTION					
#	Description	Base Fee	Unit	Conditions	Authority
1	Sidewalk, Driveway Approaches; Processing and Review Fee for Construction Permit	166.26			SF Resolution 7944
2	Curb And Gutter				
2a	Processing and Review Fee for Construction Permit	244.80	Each	Includes One Hour Inspection Time	SF Resolution 7944
2b	Residential	138.72	Hour	When More Than One Hour Inspection Time is Needed	SF Resolution 7944
2c	Commercial	138.72	Hour	When More Than One Hour Inspection Time is Needed	SF Resolution 7944
3	Curb Drain	4.28	Linear Foot		SF Resolution 7944
4	Expedite Fee; Engineering	277.44	Each		SF Resolution 7944
F. UTILITY TRENCH EXCAVATION					
#	Description	Base Fee/Fine	Unit	Conditions	Authority
1	Review For Utility Trench Work	315.18	Lump Sum	Minimum Inspection Fee; Includes One Hour Inspection Time	SF Resolution 7944
2	Processing Utility Trench Permit	106.08	Each		SF Resolution 7944
3	Inspection For Utility Trenches	244.80	Hour	Includes One Hour Inspection	SF Resolution 7944
4	Inspection For Utility Tranches; Additional Hours	138.72	Hour	When More Than One Hour Inspection Time is Needed	SF Resolution 7944
5	Expedite Fee; Engineering	277.44	Each		SF Resolution 7944
G. SEWER HOUSE CONNECTION/REPAIR					
#	Description	Base Fee	Unit	Conditions	Authority
1	Processing/Review for Sewer Connection/Repair	231.54	Lump Sum		SF Resolution 7944
2	Inspection	668.10	Flat		SF Resolution 7944
3	Expedite Fee; Engineering	277.44	Each		SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT							
H. FINAL PARCEL MAP							
#	Description	Base Fee	Unit	Conditions	Authority		
1	Plan Check Fee	3,900.00	N/A	Minimum Fee Based on Typical Consultant Cost Plus Staff Cost. If City's Actual Costs Exceeds \$3,200, Actual Consultant Fee Will Be Paid Prior to Final Recordation	SF Resolution 7944		
2	Additional Fee	270.00	Each	Per Lot	SF Resolution 7944		
I. FINAL TRACT MAP							
#	Description	Base Fee	Unit	Conditions	Authority		
1	Plan Check Fee	4,900.00	N/A	Minimum Fee; If City's Cost Exceeds, Actual Consultant Fee Will Be Paid Prior To Final Recordation	SF Resolution 7944		
2	Additional Fee	270.00	Each	Per Lot	SF Resolution 7944		
J. PUBLICATION VENDING MACHINES / NEWS RACK							
#	Description	Base Fee	Unit	Conditions	Authority		
1	Annual Permit Fee	25.00	Each		SF Resolution 7944		
2	Inspection Fee	138.72	Each	Inspection Fee For New Installation Of Machine/News Rack. Includes first annual permit	SF Resolution 7944		
K. PUBLIC WORKS IMPROVEMENT PLAN CHECK / REPORT							
#	Description	Base Fee	Unit	Conditions	Authority		
1	Grading Plan Check For Residential Development	510.00		Minimum Fee	SF Resolution 7944		
2	Grading Plan Check For Commercial Development	851.00		Minimum Fee	SF Resolution 7944		
3	Site Plan Check List Fee	1,423.00			SF Resolution 7944		
L. PROFESSIONAL SERVICES							
#	Description	Rate with Benefits	Unit				Authority
1	Public Works Director/City Engineer	232.56	Hour				SF Resolution 7944
4	Management Analyst	131.58	Hour				SF Resolution 7944
5	Civil Engineer Assistant II	173.40	Hour				SF Resolution 7944
6	Office Specialist	111.18	Hour				SF Resolution 7944
7	Public Works Superintendent	183.60	Hour				SF Resolution 7944
8	Public Works Field Supervisor II	149.94	Hour				SF Resolution 7944
9	Public Works Field Supervisor I	141.78	Hour				SF Resolution 7944
10	Senior Maintenance Worker	123.42	Hour				SF Resolution 7944
11	Public Works Administrative Coordinator	112.20	Hour				SF Resolution 7944
12	Public Works Office Specialist	125.46	Hour				SF Resolution 7944
13	Public Works Maintenance Worker	115.26	Hour				SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT							
L. PROFESSIONAL SERVICES							
#	Description	Rate with Benefits	Unit				Authority
14	Public Works Maintenance Helper	41.82	Hour				SF Resolution 7944
15	Building Maintenance/ Electrical Helper	116.28	Hour				SF Resolution 7944
16	Electrical Supervisor	168.30	Hour				SF Resolution 7944
17	Equipment & Materials Supervisor	168.30	Hour				SF Resolution 7944
18	Mechanical Helper	118.32	Hour				SF Resolution 7944
19	Water/ Backflow Technician	116.28	Hour				SF Resolution 7944
20	Meter Technician	100.98	Hour				SF Resolution 7944
21	Senior Account Clerk (Finance)	73.44	Hour				SF Resolution 7944
M. MISCELLANEOUS FEES							
#	Description	Base Fee	Unit	Conditions			Authority
1	Inspection Fees After Office Hours	260.10	Hour	Minimum Per Hour			SF Resolution 7944
2	Research Fee	See Section F	Hour	Minimum Per Hour Rate			SF Resolution 7944
3	Aerial Photos						SF Resolution 7944
3a	24" X 36" Plain Paper	85.00	Each				SF Resolution 7944
3b	24" X 36" Photo Paper	85.00	Each				SF Resolution 7944
3c	36" X 60" Plain Paper	85.00	Each				SF Resolution 7944
3d	36" X 60" Photo Paper	85.00	Each				SF Resolution 7944
N. PLAN CHECK AND INSPECTION FEES							
#	Estimated Cost of Improvements	Base Fee	Add to Cost	Over			Authority
1	Inspection Fee						
1a	0 – 10,000	420.00	+8%	1,000			SF Resolution 7944
1b	10,001 – 25,000	1,284.00	+3.5%	10,000			SF Resolution 7944
1c	25,001 – 40,000	1,914.00	+3.5%	25,000			SF Resolution 7944
1d	40,001 – 55,000	2,544.00	+3.5%	40,000			SF Resolution 7944
1e	55,001 – 75,000	3,174.00	+3.5%	55,000			SF Resolution 7944
1f	75,001 – 100,000	4,014.00	+3.5%	75,000			SF Resolution 7944
1g	100,001 – 250,000	5,064.00	+2%	10,0000			SF Resolution 7944
1h	250,000 – 350,000	8,664.00	+2%	250,000			SF Resolution 7944
1i	Over 35,000	11,064.00	+2%	350,000			SF Resolution 7944
2	Plan Check Fee						
2a	0 – 10,000	510.00	+8%	2,500			SF Resolution 7944
2b	10,001 – 25,000	2,310.00	+3.5%	10,000			SF Resolution 7944
2c	25,001 – 40,000	5,730.00	+3.5%	25,000			SF Resolution 7944
2d	40,001 – 55,000	8,160.00	+3.5%	40,000			SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT

N. PLAN CHECK AND INSPECTION FEES

#	Estimated Cost of Improvements	Base Fee	Add to Cost	Over	Authority
2e	55,001 – 75,000	9,960.00	+3.5%	55,000	SF Resolution 7944
2f	75,001 – 100,000	11,880.00	+3.5%	75,000	SF Resolution 7944
2g	100,001 – 250,000	13,680.00	+2%	100,000	SF Resolution 7944
2h	250,000 – 350,000	22,680.00	+2%	250,000	SF Resolution 7944
2i	Over 35,000	27,480.00	+2%	350,000	SF Resolution 7944

O. EQUIPMENT AND MATERIAL RATES

#	Description	Hourly Rate	Unit	Conditions	Authority
1	Equipment				
1a	Dump Truck 5 – 6 Yard	77.00	Each		SF Resolution 7944
1b	2 Ton Service Truck With Small Tools	63.00	Each		SF Resolution 7944
1c	Backhoe	78.00	Each		SF Resolution 7944
1d	Service, Signal Or Electrical Utility Truck	24.00	Each		SF Resolution 7944
1e	Aerial Lift Truck	68.00	Each		SF Resolution 7944
1f	Sweeper Truck	63.00	Each		SF Resolution 7944
1g	Sewer Truck	78.00	Each		SF Resolution 7944
1h	Compressor With Air Tools	34.00	Each		SF Resolution 7944
1i	Stow Saw	24.00	Each		SF Resolution 7944
1j	Concrete Saw	29.00	Each		SF Resolution 7944
1k	Dump Utility	29.00	Each		SF Resolution 7944
1l	Arrow Boards / Solar	25.00	Each		SF Resolution 7944
1m	Traffic Delineator	1.65	Each		SF Resolution 7944
1n	Barricade Bare	2.20	Each		SF Resolution 7944
1o	Concrete Mixer	20.00	Each		SF Resolution 7944
1p	High Pressure Washer With Trailer	64.00	Each		SF Resolution 7944
1q	Light Tower	33.00	Each		SF Resolution 7944
1r	Portable Generator 6 Kw	18.00	Each		SF Resolution 7944
1s	Large Capacity Mobile Generator	125.00	Each		SF Resolution 7944
1t	Chain Saw 20"	16.25	Each		SF Resolution 7944
1u	Vibrator Compactor	24.00	Each		SF Resolution 7944
1v	3" Trash Pump	26.00	Each		SF Resolution 7944
1w	2" Trash Pump	20.00	Each		SF Resolution 7944
1x	5 Horsepower Tiller Walk Behind	20.00	Each		SF Resolution 7944
1y	Airless Paint Sprayer	35.00	Each		SF Resolution 7944
1z	500 Gallon Water Trailer	24.00	Each		SF Resolution 7944
1aa	5,000 Lb Fork Lift Industrial	50.00	Each		SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT					
O. EQUIPMENT AND MATERIAL RATES					
#	Description	Hourly Rate	Unit	Conditions	Authority
1bb	Message Board	265.00	Each	Installation, Removal and Programming	SF Resolution 7944
1cc	1690 AM Programming	376.00	Each	Recording and Programming	SF Resolution 7944
1dd	Temporary "No Parking" Signs	Market Value	Each	Price Per Sign	SF Resolution 7944
1ee	K-Rail (Day)	5.00	Each		SF Resolution 7944
1ff	K-Rail (Week)	20.00	Each		SF Resolution 7944
1gg	K-Rail (Month)	50.00	Each		SF Resolution 7944
1hh	Directional Signs (Right; Left; No Turn) (Day)	1.40	Each		SF Resolution 7944
1ii	Advanced Warning Signs (Day)	4.00	Each		SF Resolution 7944
2	Materials				
2a	Cement	Actual Cost	Cubic Yard		SF Resolution 7944
2b	Slurry	Market Value	Cubic Yard		SF Resolution 7944
2c	Road Base	Market Value	Ton		SF Resolution 7944
2d	Fill Sand	Market Value	Ton		SF Resolution 7944
2e	Temp A/C 800 Cold Mix	Market Value	Ton		SF Resolution 7944
2f	Permanent A/C	Market Value	Ton		SF Resolution 7944
P. PUBLIC WORKS TREE SERVICES ON PUBLIC PARKWAY					
#	Description	Rate	Unit	Conditions	Authority
1	Tree Planting – 24" Box	204.00	Each	With Root Barrier	SF Resolution 7944
2	Tree Planting – 36" Box	204.00	Each	With Root Barrier	SF Resolution 7944
3	Tree And Stump Removal – Measured at 60" Height	Contract Rate	Per Diameter Inch		SF Resolution 7944
4	Stump Removal	Contract Rate	Per Diameter Inch		SF Resolution 7944
5	Tree Trim – Grid Or Light Trim Not To Exceed 20% Of Tree	Contract Rate	Per Tree		SF Resolution 7944
6	Palm Tree Trimming	Contract Rate	Per Tree		SF Resolution 7944
7	Ficus Tree Trimming	Contract Rate	Per Tree		SF Resolution 7944
Q. RESIDENTIAL SIDEWALK PARTNER PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1	Sidewalk or Approach	27.54	Square Foot	Only Offered As Funds Remain Available	SF Resolution 7944
R. CITY BANNER AND BUS SHELTER PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1	Cross Street Banner				
1a	Install And Removal Of Banner	943.50	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT					
R. CITY BANNER AND BUS SHELTER PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1b	Weekly Ad Rate For Display Of Banner	89.00	Each		SF Resolution 7944
2	Vertical Street Pole Banner Permit	89.00			SF Resolution 7944
2a	Install And Removal Single Banner	332.52	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 7944
2b	Install And Removal Double Banner On Single Pole	332.52	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 7944
2c	Weekly Ad Rate For Display Of Single Banner	89.00	Each		SF Resolution 7944
2d	Weekly Ad Rate For Display Of Double Banner On Single Pole	89.00	Each		SF Resolution 7944
2e	Install Of Banner Hanging Hardware	140.76	Each		SF Resolution 7944
3	Banner Ads On City Trolley				
3a	Install And Removal Of Single Banner On Exterior	90.78	Each	Applicant To Provide Banner Ads; City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 7944
3b	Weekly Ad Rate For Display Of Banner	90.78	Each		SF Resolution 7944
3c	Weekly Ad Rate For Display Of Ads On Trolley Interior, Or Running Of Ad On Trolley Closed Circuit TV Display	90.78	Each		SF Resolution 7944
4	Bus Shelters				SF Resolution 7944
4a	Poster Size Banner Installation And Take Down	150.96	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 7944
4b	Banner Display – Monthly Ad Rate	89.00	Each		SF Resolution 7944
S. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1	Initial Inspection				
1a	Industrial	Contractor Cost	Each	Plus 27%	SF Resolution 7944
1b	Auto-Related	Contractor Cost	Each	Plus 27%	SF Resolution 7944
1c	Retail Gas Outlet	Contractor Cost	Each	Plus 27%	SF Resolution 7944
1d	Restaurants	Contractor Cost	Each	Plus 27%	SF Resolution 7944
2	Second Follow-Up Inspection				
2a	Industrial	Contractor Cost	Each	Plus 27%	SF Resolution 7944
2b	Auto-Related	Contractor Cost	Each	Plus 27%	SF Resolution 7944
2c	Retail Gas Outlet	Contractor Cost	Each	Plus 27%	SF Resolution 7944
2d	Restaurants	Contractor Cost	Each	Plus 27%	SF Resolution 7944

**FY 2019/20 ANNUAL FEE SCHEDULE****V. PUBLIC WORKS DEPARTMENT****T. COMMERCIAL SELF-HAUL PERMIT / INSPECTION FEES**

#	Description	Base Fee	Unit	Conditions	Authority
1	Annual Permit Fee	147.00	Each		SF Resolution 7944
2	Inspection Fee	55.00	Each		SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

VI. RECREATION AND COMMUNITY SERVICES DEPARTMENT

- Resident groups must consist of not less than 60% residents.
- All youth group coaches must be certified and fingerprinted through the Recreation and Community Services Department and be in possession of a Department issued identification card.
- Proof of residency required for resident rate.
- Proof of active non-profit status required for non-profit rate.
- Application processing time is estimated at 7 to 10 business days, please plan accordingly.

A. INDOOR FACILITY USE (RECREATION PARK, LAS PALMAS PARK AND TEA HOUSE AT RUDY ORTEGA SR. PARK)

	Number of Participants	Facility Fee /Hour	Staff Rate /Hour	Conditionally Refundable Damage/ Cleaning Deposit + Application Fee	Duration Minimum	Authority
1	Resident / Non-Profit					
1a	Event With 1 – 49 People	28.00	17.00	150 + 5	3 Hours	SF Resolution 7944
1b	Event With 50 – 99 People	33.00	34.00	150 + 5	3 Hours	SF Resolution 7944
1c	Event With 100 – 149 People	44.00	50.00	150 + 5	3 Hours	SF Resolution 7944
1d	Event With 150 – 199 People	54.00	66.00	150 + 5	3 Hours	SF Resolution 7944
1e	Event With 200 – 249 People	65.00	66.00	150 + 5	3 Hours	SF Resolution 7944
1f	Event With 250 – 300 People	75.00	66.00	150 + 5	3 Hours	SF Resolution 7944
1g	Alcohol Use Permit	75.00		150 + 5	3 Hours	SF Resolution 7944
2	Non-Resident					
2a	Event With 1 – 49 People	38.00	17.00	150 + 5	3 Hours	SF Resolution 7944
2b	Event With 50 – 99 People	49.00	34.00	150 + 5	3 Hours	SF Resolution 7944
2c	Event With 100 – 149 People	54.00	50.00	150 + 5	3 Hours	SF Resolution 7944
2d	Event With 150 – 199 People	65.00	66.00	150 + 5	3 Hours	SF Resolution 7944
2e	Event With 200 – 249 People	75.00	66.00	150 + 5	3 Hours	SF Resolution 7944
2f	Event With 250 – 300 People	85.00	66.00	150 + 5	3 Hours	SF Resolution 7944
2g	Alcohol Use Permit	95.00		150 + 5	3 Hours	SF Resolution 7944

B. PICNIC AREA USE

	Location	Fee /Hour Daily (10 am – 7 pm)	Application Fee	Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee	Duration Minimum	Authority
1	Resident / Non-Profit					
1a	Las Palmas Park Area #1 (4 Tables)	70.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
1b	Las Palmas Park Area #2 (4 Tables)	70.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
1c	Las Palmas Park Area #3 (9 Tables)	100.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
1d	Recreation Park Area #1 (4 Tables)	70.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

VI. RECREATION AND COMMUNITY SERVICES DEPARTMENT

B. PICNIC AREA USE

	Location	Fee /Hour Daily (10 am – 7 pm)	Application Fee	Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee	Duration Minimum	Authority
1e	Recreation Park Area #2 (6 Tables)	80.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
1f	Bouncer	2.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
2	Non-Resident					SF Resolution 7944
2a	Las Palmas Park Area #1 (4 Tables)	85.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
2b	Las Palmas Park Area #2 (4 Tables)	85.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
2c	Las Palmas Park Area #3 (9 Tables)	115.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
2d	Recreation Park Area #1 (4 Tables)	85.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
2e	Recreation Park Area #2 (6 Tables)	95.00	5.00	50 + 10 (If Required)	3 Hours	SF Resolution 7944
2f	Bouncer	10.00	5.00	50 + 10 (If Required)		SF Resolution 7944

C. SPORTS FIELDS / OUTDOOR COURTS

	Location	Youth Fee /Hour	Adult Fee /Hour	Youth League Field Maintenance Impact Fee	Insurance Required	Authority
1	Resident / Non-Profit					
1a	Ball Fields/Courts (Each)	N/C*	27.00	*15 Per Season Per Registered Player (Non-Profit Youth Teams)	Yes	SF Resolution 7944
1b	Ball Fields/Court Lights	10.00	15.00			SF Resolution 7944
2	Non-Resident					
2a	Ball Fields/Courts (Each)	28.00	33.00		Yes	SF Resolution 7944
2b	Ball Fields/Court Lights	10.00	15.00			SF Resolution 7944
3	Youth League Fee	15.00/child/yr	N/C			SF Resolution 7944
4	Concession Stand Rental	20.00	30.00	Per hour		SF Resolution 7944

D. SPECIAL EVENTS

	Description	Fee	Unit	Special Condition	Other	Authority
1	Special Events Application Processing					
1a	Application Processing Fee	50.00	Each	No less than 60 days		SF Resolution 7944
1b	Change Fee	25.00	Each			SF Resolution 7944
1c	Additional Expedition Cost Fee – 60 Days or Less Before Event Date	20.00	Each			SF Resolution 7944
1d	Additional Expedition Cost Fee – 30 Days or Less Before Event Date	40.00	Each	2 hours minimum for staff time to expedite application		SF Resolution 7944
1e	Additional Expedition Cost Fee – 10 Working Days or Less Before Event Date	80.00	Each	4 hours minimum for staff time to expedite application		SF Resolution 7944



FY 2019/20 ANNUAL FEE SCHEDULE

VII. TREASURER DEPARTMENT

A. ATM TRANSACTION FEES (Processing fee charged by third party payment processing company based on average payment by dept)

	Number of Participants	Charge	Unit	Special Condition	Authority
1	Finance Department	1.50	Per Transaction	Service Contract; calculation based upon average payment by department	SF Resolution 7944
2	Police Department	3.00	Per Transaction	Service Contract; calculation based upon average payment by department	SF Resolution 7944
3	Recreation and Community Services Department	1.50	Per Transaction	Service Contract; calculation based upon average payment by department	SF Resolution 7944



APPENDICES

APPENDIX 1: GENERAL BAIL SCHEDULE

- The San Fernando City Code Section 1-30 provides that any violation of the San Fernando City Code may be prosecuted as a misdemeanor, as an infraction or as a civil administrative action. Pursuant to California Government Code Section 36900(b), every violation of the San Fernando City Code determined to be a misdemeanor is punishable by a fine of not more than One Thousand (\$1,000.00) Dollars, or by imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment. Further, every violation of the San Fernando City Code determined to be an infraction is punishable by: (1) a fine not exceeding One Hundred dollars (\$100) for a first violation; (2) a fine not exceeding Two Hundred dollars (\$200) for a second violation of the same Code provision within one year; (3) a fine not exceeding Five Hundred dollars (\$500) for each additional violation of the same Code provision within one year except as otherwise provided by City Council or as otherwise provided in the City of San Fernando General Bail Schedule. The City officer who issues the citation shall indicate the Code section or provision that was violated. For repeated offenses of the same Code section or provision within one calendar year, the officer will indicate the repeated offense by adding the number of repeated offenses in parentheses after the Code Section number. (For example, a second offense of Section 14-3 would read: 14-3/(2)).
- Unless otherwise provided by City Council, bail for any violation of the San Fernando City Code for which no provision is made in this schedule shall be in the amount of One Hundred (\$100.00) Dollars for a first violation; Two Hundred (\$200.00) for a second violation of the same code provision within a twelve month period; and Five Hundred (\$500.00) Dollars for each additional violation of the same code provision within a twelve month period, plus an additional 10% AIMS Maintenance Surcharge on each violation, respectively.
- Penalties or fines on parking citations unpaid after thirty (30) calendar days from date of issue shall be levied an additional penalty of double the original penalty or fine amount, and an additional \$10 shall be levied when unpaid citations are transmitted to the Department of Motor Vehicles for placement of holds on vehicle registrations.
- The Los Angeles County Municipal Courts Schedule of Bail for Infractions and Misdemeanors shall be used to establish the penalties for parking and standing violations of the California Vehicle Code, Division 11, Chapters 9, 10, and 11, Sections 22500 through 22953 with exception of those sections listed in this Resolution.

GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Keeping Prohibited Animals Within 50 Feet Of Any Residence Or Within 100 Feet Of Any School, Hospital Or Similar Institution	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-3
1b	Keeping More Than 50 Chickens Or Rabbits, Or Poultry Of Any Kind	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-4
2	Article IV. Birds					



APPENDICES

APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2a	Keeping More Than 200 Live Birds	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-107
2b	Keeping More Than 25 Live Birds On Any Residential Lot In An Outside Or Open Cage, Flight Cage, Or Open Aviary	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-108
2c	Having Any Cage Or Open Aviary For Live Birds Within 35 Feet Of Any Building Used As A Dwelling, Residence Or Hospital	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-109
2d	Maintaining More Than 200 Birds; Or Maintaining Less Than 200 Birds Without Meeting Containment Requirements	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-110
2e	Failure To Maintain A Solid Fence In Conformity With Requirements For Keeping Birds	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-111
2f	Failure To Keep Bird Cage Or Aviary In A Clean And Sanitary Condition	50	\$200	\$500	10% (AIMS Maintenance Surcharge)	SFCC§14-112

GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Failure To Comply With The Uniform Administrative Code	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-1
2	Article II. Building Code					
2a	Violation Of Or Failure To Comply With The Building Code	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-31
3	Article III. Electrical Code					
3a	Violation Of Or Failure To Comply With The Electrical Code	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-61
4	Article IV. Mechanical Code					
4a	Violation Of Or Failure To Comply With The Mechanical Code	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-91
5	Article V. Plumbing Code					
5a	Violation Of Or Failure To Comply With The Plumbing Code	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-121
6	Article VI. Housing Code					



APPENDICES

APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
6a	Violation Of Or Failure To Comply With The Housing Code	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-151
7	Article VII. Dangerous Buildings					
7a	Violation Of Or Failure To Comply With The Uniform Code For The Abatement Of Dangerous Buildings	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§18-181

GENERAL BAIL SCHEDULE – CHAPTER 34: ENVIRONMENT

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Noise					
1a	Disturbing The Peace: Noise Violation	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§34-28
1b	Creating Or Allowing The Creation Of Any Noise To Exceed The Permitted Ambient Noise Level More Than Ten Minutes Per Hour	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§34-29
1c	Disturbing The Peace: Noise On Any Residential Property Exceeding Noise Limits	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§34-30
1d	Disturbing The Peace: Amplifying Equipment	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§34-66

GENERAL BAIL SCHEDULE – CHAPTER 38: FIRE PREVENTION AND PROTECTION

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Fireworks					
1a	Possession, use, storage, sale and/or display of dangerous fireworks	1,000	2,000	3,000	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1b	Failure to obtain a permit for the public display of fireworks	500	1,000	1,500	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1c	Violation of a condition imposed pursuant to fire chief by any person who does obtain a permit for the public display of fireworks	1,500	3,000	5,000	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1d	Use of "safe and sane fireworks" other than those uses permitted (i.e., permitted public displays)	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§38-106



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 42: HEALTH AND SANITATION**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Health Code					
1a	Violation Of The Health And Safety Code	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$42-81

GENERAL BAIL SCHEDULE – CHAPTER 46: MANUFACTURED HOMES AND TRAILERS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Trailers and Trailer Camps					
1a	Keeping A Trailer On Property Which Is Not A Duly Licensed Auto And Trailer Camp	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$46-26
1b	Using A Trailer Coach For Living Or Sleeping Quarters Except In A Duly Licensed Auto And Trailer Camp	1,000	1,000	1,000	10% (AIMS Maintenance Surcharge)	SFCC\$46-27

GENERAL BAIL SCHEDULE – CHAPTER 50: OFFENSES AND MISCELLANEOUS PROVISIONS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Offenses Against Property					
1a	Selling Aerosol Spray Paint To A Person Under The Age Of 18 Years	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(B)(1)
1b	Failure To Keep Aerosol Spray Paint In A Place That Is Locked And Secure	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(B)(3)
1c	Possession Of Aerosol Container Of Spray Paint In A Public Park, Playground, Swimming Pool, Or Recreation Facility, Public Building Or Other Public Place, Other Than A Highway, Street Or Alley	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(C)
1d	Possessing Any Aerosol Spray Paint While On Any Public Highway, Street, Alley Or Way By A Person Under The Age Of 18 Unless Such Person Is Accompanied By A Parent Or Legal Guardian	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(D)
1e	Defacing Property	1000	1000	1000	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(E)
1f	Violating Regulations Pertaining To Graffiti And Or Spray Paint Control	1000	1000	1000	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(G)
1g	Urinating Or Defecating In Public	1000	1000	1000	10% (AIMS Maintenance Surcharge)	SFCC\$50-134



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 54: PARKS AND RECREATION**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Posting, Placing Or Erecting Any Bills, Notices, Papers Or Advertising Devices In A Park Or Recreation Center	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC§54-3

GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Peddlers					
1a	Peddling Without First Obtaining A Permit And/Or Other Required Licenses	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§58-56
1b	Transfer Of Peddling Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§58-59
1c	Failure To Exhibit A Peddler's Permit And License Upon Request	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC§58-60
2	Article III. Sidewalk Vendors					
2a	Vending Without a Sidewalk Vending Permit	200	450	750	10% (AIMS Maintenance Surcharge)	SFCC §58-92 & SFCC Reso No. 7942
2b	Violating Regulations for Sidewalk Vending Operating Requirements	100	200	500	10% (AIMS Maintenance Surcharge)	SFCC §58-93 & SFCC Reso No. 7942
2c	Vending in a Location Within Fifteen Feet of Any Intersection; Within Ten Feet of Any Fire Hydrant or Driveway; Within Any Parkway or Landscaped Areas Lacking Paved Pathways; Within Any Other Unauthorized Location; Within Five Hundred Feet of a Farmers' Market or Swap Meet; Within Five Hundred Feet of a School During School Hours and Within one hour before or after school drop off and pick up; In Any City Parking Lot; On Private Property Without Authorization	100	200	500	10% (AIMS Maintenance Surcharge)	SFCC §58-93 & SFCC Reso No. 7942
2d	Vending Outside of Permitted Hours of 7:00 a.m. and 11:00 p.m. Daily (Nonresidential Areas); Vending Outside of Permitted Hours Between 7:00 a.m. and 7:00 p.m. on Weekdays and Between 9:00 a.m. and 6:00 p.m. on Weekends and Holidays (Residential Areas)	100	200	500	10% (AIMS Maintenance Surcharge)	SFCC §58-93 & SFCC Reso No. 7942



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3	Article IV. Ice Cream Vendors					
3a	Stopping Of A Vehicle For Purposes Of Selling Or Soliciting To Sell Within One Block In Any Direction Of A School, Or In Any Other Areas Deemed Unsafe By Local Law Enforcement Personnel	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$58-163
3b	Violation Of Ice Cream Vendor Regulations	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$58-164
3c	Selling Ice Cream From An Automotive Vehicle Without A Permit And License	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$58-191
3d	Transfer Of Ice Cream Vendor Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$58-195
3e	Failure To Exhibit An Ice Cream Vendor Permit And License Upon Request	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$58-196

GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Pawnbrokers, Junk and Secondhand Dealers					
1a	Failure To Maintain A Business Sign That Satisfies Requirements For Junk Dealers, Pawnbrokers, Pawnshops, Or Secondhand Dealers	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-29
2	Article III. Garage, Patio and Similar Sales					
2a	Selling Property Other Than Personal Property At A Garage, Patio Or Similar Sale	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-63
2b	Failure To Comply With City Council Restrictions On Operation Hours And Days Of Operation Of A Garage, Patio Or Similar Sale	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-64
2c	Operating Or Maintaining A Garage, Patio Or Similar Sale With Property Displayed On Front Or Side Yard Or In A Public Right-Of-Way	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-66
2d	Improperly Posting Advertisement Or Signs In Relation To A Garage, Patio Or Similar Sale	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-67
2e	Operating Or Maintaining A Garage, Patio Or Similar Sale That Creates A Public Nuisance	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-68
2f	Permitting The Illegal Parking Of Cars In Relation To A Garage, Patio Or Similar Sale	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-70



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2g	Operating Or Maintaining A Garage, Patio Or Similar Sale Without A Permit	50	100	200	10% (AIMS Maintenance Surcharge)	SFCC\$66-101
3	Article IV. Swap Meets					
3a	Failure To Obtain A Permit Before Establishing, Organizing Or Conducting A Swap Meet	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-138
3b	Failure To Obtain A Permit And Business License Before Establishing, Organizing Or Conducting A Swap Meet	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-139
3c	Failure To Comply With Operating Requirements For Swap Meets	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-141
3d	Selling, Trading, Exchanging, Or Bartering Of Prohibited Items At A Swap Meet	75	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$66-142

GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Collection Agreements; Collection Permits					
1a	Collecting Solid Waste And/Or Recyclables Without A Collection Agreement With The City Council	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-11
1b	Failure To Obtain Or Maintain Permits And Licenses	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$70-16
1c	Transferring A Permit Or Collection Agreement	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$70-17
2	Article VI. General Requirements					
2a	Failure To Immediately Clean Up, Contain, Collect And/Or Remove Solid Waste Or Recyclables On Any Public Property	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-72
2b	Transporting Any Loose Solid Waste By Motor Vehicle That Is Not Covered And/Or Secured In A Manner To Prevent Depositing Of Solid Waste On Public Or Private Property	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-73
2c	Transferring Solid Waste Or Recyclables From One Collection Vehicle To Another On Any Public Street Or Road	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-74



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2d	Tampering With, Or Removing Solid Waste Or Recyclables From A Container, Or Depositing Solid Waste In Any Place Other Than In An Approved Container	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-75
2e	Burning, Burying, Dumping Or Otherwise Disposing Of Any Solid Waste Or Recyclables Within The City Council	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-79
2f	Entering Private Property Beyond The Extent Necessary To Collect The Solid Waste Or Recyclables Properly Placed For Collection, Or Beyond The Extent Necessary To Provide Agreed Upon Special Collection Service	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-80
2g	Permitting An Accumulation Of Rubbish On Property So As To Create A Nuisance	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-87
2h	Use Of A Cardboard Or Paper Or Plastic Bag Or Otherwise Unauthorized Container As A Receptacle For Solid Waste; Or The Unauthorized Placement Of A Container Or Receptacle For The Collection Of Solid Waste Recyclables	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-88
2i	Interfering With The Collection Or Disposal Of Solid Waste Or Recyclables By Any Person Authorized By The City Council To Perform The Collection Of Such Solid Waste Or Recyclables	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$70-89
3	Article VII. Residential Solid Waste Recycling and Green Waste Collection					
3a	The Placement Of Waste Containers By Residential Householders In Violation Of Regulations Or During Restricted Times	50	100	200	10% (AIMS Maintenance Surcharge)	SFCC\$70-103
3b	Failure To Satisfy Specifications For Commercial And Industrial Containers	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$70-123



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3c	Failure To Replace Solid Waste And/Or Recyclable Containers Upright, Where Found With Lids Closed; Or Breaking, Damaging, Roughly Handling Or Destroying Such Containers Placed On The Premises Of A Commercial/ Industrial Business Owner; Or Failure By A Commercial/Industrial Business Owner To Replace Any Container Which Has Defects Likely To Hamper Or Injure The Person Collecting The Contents Thereof Or Injure The Public Generally	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC§70-124

GENERAL BAIL SCHEDULE – CHAPTER 74: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Depositing Unlawful Deposits	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-5
1b	Failure To Replace Material Falling From A Vehicle	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-7
1c	Failure To Comply With Restrictions Related To Windborne Or Printed Matter	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-8
2	Article IV. Obstructions and Encroachments					
2a	Allowing Trees Or Brush To Interfere With Passage Of Pedestrians Or Vehicles	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-186
2b	Failure To Trim Trees And Brush	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-187
2c	Allowing Vegetation To Exist Upon The Sidewalk And Obstruct Passage Of Pedestrians	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-188
2d	Allowing Waste Material To Obstruct Pedestrians Or Vehicles	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-189
2e	Placing Articles For Sale And For Sale Signs On Sidewalks	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-190
2f	Placing Containers On Sidewalks	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-191
2g	Placing Ornamental Trees, Shrubs, And Flowers, On Sidewalks Without City Council Approval	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§74-192



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 74: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2h	Placing Poles, Hydrants, Or Signs On A Sidewalk Or Roadway Without City Council Approval	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$74-193
2i	Using A Sidewalk Or Roadway Without Approval By The City Council, The Administrative Officer Or The Administrative Officer's Designee	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$74-196
2j	Painting, Marking Or Defacing A Sidewalk	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$74-198
2k	Violating Regulations Pertaining To Publication Vending Machines On Public Property	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$74-228
2l	Installing, Using Or Maintaining A Publication Vending Machine Without A Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$74-229
3	Article V. Numbering Buildings					
3a	Failure To Properly Number Entrances From The Public Streets	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$74-273
3b	Failure To Properly Number Buildings And Remove Improper Numbers Upon Notice	50	200	500	10% (AIMS Maintenance Surcharge)	SFCC\$74-274

GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Disobedience to police and fire officials directing traffic	110				SFCC\$90-3
1b	Bicycle or skater clinging to moving vehicles	45				SFCC\$90-7
1c	Operating Or An Advertising Vehicle Equipped With A Sound-Amplifying Or Loud-Speaking Device Upon Any Street Or Alley At Any Time Within The Central Traffic District	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC\$90-9
2	Article III. Operation of Vehicles					
2a	Vehicles emerging from driveway not stopping	45				SFCC\$90-159
2b	Driving through funeral procession	45				SFCC\$90-160
2c	Driving on new pavement or freshly painted sign marked by barrier	110				SFCC\$90-162
2d	Driving in or from unauthorized entrances and exists on limited access roadways	45				SFCC\$90-163
2e	Yield right of way at intersections	60				SFCC\$90-165
2f	Stopping at railroad crossing where posted	60				SFCC\$90-166



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APPENDIX 1: GENERAL BAIL SCHEDULE

GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3	Article IV. Stopping, Standing and Parking					
3a	Stopping or parking in parkways	40				SFCC§90-197
3b	Parking A Vehicle Upon Any Street Or Alley For More Than A Consecutive Period Of 72 Hours	125	250	500	10% (AIMS Maintenance Surcharge)	SFCC§90-198(A)
3c	Parking for purpose of repair	60				SFCC§90-199
3d	Parking on left-hand side of roadway	50				SFCC§90-200
3e	Parking of vehicles outside angle parking lines	40				SFCC§90-201
3f	Parking adjacent to schools where posted	40				SFCC§90-202
3g	Parking prohibited in specified places when signs, etc., erected	50				SFCC§90-205
3h	Emergency no parking signs	40				SFCC§90-208
3i	Curb markings to indicate parking, etc., regulations. Red	60				SFCC§90-210(a)(1)
3j	Curb markings to indicate parking, etc., regulations. Yellow	45				SFCC§90-210(a)(2)
3k	Curb marking to indicate parking, etc., regulations. White	45				SFCC§90-210(a)(3)
3l	Curb marking to indicate parking, etc., regulations. Green	45				SFCC§90-210(a)(4)
3m	One hour parking limitation-in central traffic district: exceptions	60				SFCC§90-211(a)
3n	One hour parking limitations – in business district outside of central traffic district: exceptions	60				SFCC§90-211(b)
3o	Two hour parking limitation between certain hours	60				SFCC§90-212
3p	Muni Parking lot 3 hr limit	40				SFCC§90-213 &
3q	Parking, etc., prohibited in central traffic district between certain hours: exceptions	60				SFCC§90-215(a-c)
3r	Streets where parking prohibited at all times	60				SFCC§90-216
3s	Overnight commercial vehicle parking	90				SFCC§90-217
3t	Overnight parking prohibited Arroyo Avenue	90				SFCC§90-217(d)
3u	Street sweeping violation	55				SFCC§90-218
3v	Parking in space marking	45				SFCC§90-219(b)
3w	Unhitched trailer: 2 hrs for loading	110				SFCC§90-220(a)
3x	Parking in yellow loading zones	40				SFCC§90-250
3y	Parking in passenger loading zones	40				SFCC§90-251



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APPENDIX 1: GENERAL BAIL SCHEDULE

GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3z	Limitations on stopping, etc., in alleys for purpose of loading and unloading	50				SFCC§90-252
3aa	Parking meter zone violation	45				SFCC§90-285(a)
3bb	Use of slugs in parking meters	110				SFCC§90-289
3cc	Parking on private property where posted	50				SFCC§90-321
3dd	Parking A Vehicle On Any Unpaved Area Within The Front Yard Setback Of A Residential Lot	125	250	500	10% (AIMS Maintenance Surcharge)	SFCC§90-357
3ee	Parking Or Leaving Standing A Commercial Vehicle Which Exceeds Three-Quarter-Ton Capacity On A Residentially Zoned Lot	125	250	500	10% (AIMS Maintenance Surcharge)	SFCC§90-391(B)
3ff	On street handicapped parking	345				SFCC§90-421
3gg	Off street handicapped parking	345				SFCC§90-422
3hh	Private lot handicapped parking	345				SFCC§90-423
3ii	Res. Permit parking one-hour limit	60				SFCC§90-458
4	Article V. Traffic Control Signs, Signals and Devices					
4a	Obedience to devices	45				SFCC§90-489
4b	Right turn against sign	45				SFCC§90-497
5	Article VI. Pedestrians					
5a	Pedestrian crossing out of crosswalk in business district	45				SFCC§90-527
5b	Pedestrian crossing at other than right angle to street	45				SFCC§90-528
6	Article VIII. Abandoned Vehicles					
6a	Abandoning, Parking, Storing, Leaving Or Permitting The Abandonment Of A Licensed Or Unlicensed Vehicle Or Parts Thereof In An Abandoned, Wrecked, Dismantled, Or Inoperative Condition	125	250	500	10% (AIMS Maintenance Surcharge)	SFCC§90-818
6b	Failure Or Refusal To Remove An Abandoned, Wrecked, Dismantled, Or Inoperative Vehicle Or Parts Thereof Or To Refuse To Abate Such Nuisance When Ordered To Do So	250	500	1000	10% (AIMS Maintenance Surcharge)	SFCC§90-819
7	Article XI. Schedules					
7a	One way streets violation	40				SFCC§90-943
7b	One way alleys violation	40				SFCC§90-944
7c	Streets to be used by commercial vehicles	50				SFCC§90-953



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APPENDIX 1: GENERAL BAIL SCHEDULE**GENERAL BAIL SCHEDULE – CHAPTER 98: VEGETATION**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Trees, Shrubs and Plants on Public Property					
1a	Cutting, Trimming, Pruning, Planting, Removing, Injuring Or Interfering With A Tree, Shrub, Or Plant Upon Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Public Place Without A Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§98-28
1b	Interfering With The Director Of Public Works Or Persons Acting Under His Authority While Engaged In Planting, Mulching, Pruning, Trimming, Spraying, Treating Or Removing Any Tree, Shrub Or Plant In Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Public Place	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§98-31
1c	Causing Substance Deleterious To Tree Or Plant Life To Lie, Leak, Pour, Flow Or Drip Upon Or Into The Soil About The Base Of Any Tree, Shrub Or Plant In A Public Place	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§98-32(A)
1d	Placing Or Maintaining Any Substance That Impedes The Free Access Of Water And Air To The Roots Of Any Tree, Shrub Or Plant In A Public Place	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§98-32(B)
1e	Attach Or Keeping Attached To Any Tree, Shrub Or Plant In Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Other Public Place In The City Or To The Guard Or Stake Intended For The Protection Thereof Any Wire, Rope, Sign, Or Other Device Whatsoever Without The Permission Of The Director Of Public Works	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§98-33 7553

GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Zones					
1a	Failure To Comply With The Standards For Signs In The R-1 Single-Family Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-357(2)
1b	Failure To Comply With Regulations For Converting Garages Into Dwelling Units.	1,000	1,000	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-358(11)
1c	Failure To Comply With The Standards For Signs In The R-2 Multiple-Family Dwelling Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-392(3)



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APPENDIX 1: GENERAL BAIL SCHEDULE

GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1d	Failure To Comply With The Standards For Signs In The R-3 Multiple-Family Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-427(3)
1e	Failure To Comply With The Provisions Pertaining To Signs For The Zone In Which A Project Is Located	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-458(10)
1f	Failure To Comply With The Standards For Signs In The C-1 Limited Commercial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-490(3)
1g	Failure To Comply With The Standards For Signs In The C-2 Commercial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-520(3)
1h	Failure To Comply With The Standards For Signs In The SC Service Commercial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-551(9)
1i	Failure To Comply With The Standards For Signs In The M-1 Limited Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-585(3)
1j	Failure To Comply With The Standards For Signs In The M-2 Light Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-615(3)
2	Article V. General Development Standards					
2a	Displaying A Sign Without Required Permits	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-927(A)
2b	Causing A Traffic Hazard Or Nuisance By Displaying A Sign That Permits Light To Be Directed Into A Public Right-Of-Way	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-927(B)
2c	Failure To Remove A Sign From A Vacant Business	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-927(C)
2d	Failure To Maintain A Sign In Good Repair	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-927(D)
2e	Display Of A Nonconforming Sign	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-927(E)
2f	Display Of An A-Frame Or Sandwich-Board Advertising Sign	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(1)
2g	Display Of A Flashing Or Scintillating Advertising Sign	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(2)
2h	Display Of A Painted Advertising Sign	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(3)
2i	Display Of Devices Dispensing Bubbles And Free-Floating Particles Of Matter	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(4)



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APPENDIX 1: GENERAL BAIL SCHEDULE

GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2j	Display Of An Advertising Sign Or Other Device In A Public Place, Except As May Be Required By Ordinance Or Law	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(5)
2k	Display Of A Device Projecting, Or Otherwise Reproducing, The Image Of An Advertising Sign Or Message Or Any Surface Or Object	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(6)
2l	Failure To Comply With Regulations Pertaining To Display Of A Vehicle Advertising Sign	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(7)
2m	Failure To Comply With Regulations Pertaining To Display Of An Outdoor Advertising Sign	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(8)
2n	Display Of Subdivision Directional Advertising Signs	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(9)
2o	Display Of Roof Advertising Signs	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(10)
2p	Display Of Home Occupation Advertising Signs	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-930(11)
2q	Failure To Comply With Regulations Pertaining To Display Of Real Estate Advertising Signs In An R-1 Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)A
2r	Failure To Comply With Regulations Pertaining To The Display Of Real Estate Advertising Signs In An R-2 Or R-3 Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)B
2s	Failure To Remove Real Estate Advertisement Signs Within Seven Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement In A Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)C
2t	Failure To Comply With Restrictions On The Display Of Flags, Streamers, Pennants, Lean-In, Directional Real Estate Advertising Signs In A Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)D
2u	Exceeding The Number And Type Of Real Estate Advertising Signs Permitted To Be Displayed In Commercial And Industrial Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)A
2v	Displaying A Real Estate Advertising Sign In Excess 50 Square Feet Per Sign In Commercial Zones Or 100 Square Feet In Industrial Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)B



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#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2w	Displaying A Real Estate Advertising Sign In Violation Of Setback Requirements For Commercial And Industrial Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)C
2x	Displaying A Real Estate Advertising Sign Extended Above The Roofline Or Parapet Wall Of A Building In Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)D
2y	Displaying A Real Estate Advertising Sign With Advertising Copy Not Pertaining To The Premises Upon Which The Sign Is Located	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)E
2z	Displaying A Real Estate Advertising Sign Beyond 15 Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)F
2aa	Displaying A Real Estate Advertising Sign In Violation Of Restrictions Applicable To Commercial And Industrial Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)G
2bb	Displaying An Identification Sign In Violation Of Restrictions For Residential Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-932(A)
2cc	Displaying More Than Two (2) Identification Signs For Nonresidential Purposes In A Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(1)
2dd	Displaying Identification Signs For Nonresidential Purposes That Exceed The Total Sign Area Per Lot Limitations For Residential Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(2)
2ee	Displaying A Freestanding Identification Sign For Nonresidential Purposes In Excess Of Four Feet In Height In A Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(3)
2ff	Displaying An Identification Sign Affixed To A Building, Extending More Than Three (3) Feet Above The Roofline Or Parapet Wall Of The Building In A Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(4)
2gg	Displaying An Identification Sign In Violation Of Restrictions And Regulations For Such Signs In A Residential Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(5)
2hh	Displaying A Business Sign In Violation Of Restrictions On Total Sign Area For Businesses In A Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(1)



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#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2ii	Displaying A Freestanding Monument Business Sign In Excess Of Height And Or Surface Area Restrictions In A Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(2)
2jj	Displaying A Canopy Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(3)
2kk	Displaying A Business Wall Sign In Violation Of Regulations In A Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(4)
2ll	Displaying An Electronic Message Center Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(5)
2mm	Displaying A Business Sign In A Commercial Or Industrial Zone, Affixed To A Building And Which Projects Into An Existing Or Future Right-Of-Way In Violation Of Regulations	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(6)
2nn	Displaying A Revolving Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(7)A
2oo	Displaying A Super Graphic Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(7)B
2pp	Displaying A Business Sign In A Commercial Or Industrial Zone In Violation Of Applicable Sign Restrictions	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(8)
2qq	Displaying A Permanent Business Window Sign In A Commercial Or Industrial Zone In Violation Of Regulations	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-933(9)
2rr	Displaying A Streamer, Banner, Pennant, Or Similar Display In Violation Of Restrictions For Residential Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-934(A)
2ss	Displaying A Streamer, Banner, Pennant, Whirling Device, Flag Or Similar Object In Violation Of Regulations In A Commercial Or Industrial Zone	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-934(B)
2tt	Displaying An Automobile Service Station Sign In Excess Of Limitations On Total Sign Area	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-936(A)



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GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2uu	Displaying A Sign Advertising The Sale Of An Automobile, Recreation Vehicle, Travel Trailer, Truck, Or Trailer In Excess Of Limitations On Total Sign Area, Or Displaying Such A Sign Without Prior Approval From The Planning Commission	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-936(B)
2vv	Displaying A Hospital Sign That Has Not Been Approved By The Planning Commission	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-936(C)
2ww	Displaying A Freestanding Sign Without A Permit	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-937(A)
2xx	Displaying A Sign Or Sign Support Structure Not In Compliance With Requirements Specified In The Applicable City Of Los Angeles Uniform Building Code Adopted By The City Council By Reference	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-938
2yy	Failure To Properly Display A Sign Containing The Street Address Of The Structure In Compliance With Applicable Requirements For Residential, Commercial And Manufacturing Zones	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-939
2zz	Displaying Any Advertising Or Promotion Of Alcoholic Beverages In Violation Of Applicable Regulations	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-940(C)(1)
2aaa	Displaying Any Advertising Or Promotion Of Tobacco Products In Violation Of Applicable Regulations	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-941(C)(1)
3	Article VI. General Regulations					
3a	Buildings or other structures, or portions thereof, that is partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(2)
3b	Real property, or any building or structure thereon, that is abandoned, uninhabited, or vacant for a period of more than six months.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(3)
3c	Abandoned personal property that is visible from public or private property.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(4)



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GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3d	Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls floors, basements, mezzanines, and common areas) that are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a decrease in property values, or where such condition otherwise violates, or is contrary to, or other provisions of the city code, or state law.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(5)
3e	Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as sidewalks, driveways and parking areas, that are maintained in a condition of dilapidation	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(6)
3f	Clothes lines in front or side yard areas.	75	250	500	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(7)
3g	Obstructions of any kind, cause or form that interfere with light or ventilation for a building, or that interfere with, impede, delay or get in the way of building or structure ingress and egress.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(8)
3h	Broken, defective, damaged, dilapidated, or missing windows, doors or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(9)
3i	Windows or doors that remain boarded up or sealed after ten calendar days of written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional and operable windows or doors.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(10)
3j	Overgrown vegetation	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(11) a-e



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#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3k	Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of live and healthy vegetation, that causes, contributes to, or promotes, any one of the following conditions or consequences: An attractive nuisance. A fire hazard. The creation or promotion of dust or soil erosion. A decrease in property values. A detriment to public health, safety or welfare.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(12)
3l	Items of junk, trash, debris or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of this Code, or items of junk, trash, debris, or other personal property that are visible from public property or adjoining private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a decrease in property values.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(14)
3m	Garbage cans, yard waste containers, and recycling containers that are kept, placed or stored in front or side yards and visible from public property, except at times and places that solid or yard waste, or recyclables, are scheduled for collection by the city or its permitted collector(s).	250	00	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(15)
3n	Accumulation of combustibles or other materials including, but not limited to, composting, firewood, junk, lumber, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, in interior or exterior areas of building or structures.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(16) a-f



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GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3o	Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the city.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(17)
3p	Any equipment, machinery, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the city.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(18)
3q	Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(19)
3r	Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment parked or stored in violation of any provision of this Code.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(20)
3s	Maintenance of signs, banners, streamers, pennants, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to this chapter and any other sections of the city code.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(21)



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GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3t	Specialty structures that have been constructed for a specific use, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are allowed to remain in a state of partial destruction or disrepair.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(22)
3u	Any personal property, building, or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way unless a valid encroachment permit has been issued authorizing said encroachment or obstruction.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(23)
3v	Causing, maintaining, suffering or permitting graffiti or other defacement of real or personal property, as defined in chapter 50, article VII of this Code, to be present or remain on a building, structure or vehicle, or portion thereof that is visible from a public right-of-way or from adjoining public or private real property.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(24)
3w	Storage of hazardous or toxic materials or substances on real property, as so classified by any local, state or federal laws or regulations, in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(25)
3x	Failure to provide and maintain adequate weather protection to structures or buildings, so as to cause, or tend to cause or promote, the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(26)
3y	Any discharge of any substance or material, other than storm water, which enters, or could possibly enter, the city's storm sewer system in violation of the city code.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(28)



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GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3z	Maintenance of any tarp or similar covering on, or over, any roof of any structure, except during periods of active rainfall, or when specifically permitted under an active building permit.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(30)
3aa	Maintenance of any tarp or similar covering on, over or across any fence, wall or other structure and used as screening material or for any other purpose, except when specifically permitted under an active building permit.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(31)
3bb	Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water, whether or not they are attractive nuisances but which are nevertheless likely to harbor mosquitoes, insects or other vectors.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(31)
3cc	Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.	250	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(32)
3dd	Any "unsafe building" or "unsafe structure" as defined by the city building code.	250	500	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(d)
3ee	Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of this Code, or any other ordinance of this city	500	750	1,000	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(e)
3ff	Conducting Automotive Repair In Commercial And Industrial Zones In Violation Of Regulations	200	500	750	10% (AIMS Maintenance Surcharge)	SFCC§106-1307

VEHICLE CODE VIOLATIONS

#	Description	Fee	Unit	Conditions/ Justification	Authority
1	Expired Vehicle Registration	60			VC§4000(a)(1)
2	Displaying of license plates	48			VC§5200
3	License Plate: Improper position	48			VC§5201
4	No License Plate displayed	48			VC§5202
5	Tabs	48			VC§5204(a)
6	No stop/parking posted	45			VC§21461



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VEHICLE CODE VIOLATIONS					
#	Description	Fee	Unit	Conditions/ Justification	Authority
7	Fire lane/Res. Area	110			VC§22500.1
8	No Parking/Stop Within Intersection	70			VC§22500(a)
9	Parking on a crosswalk	70			VC§22500(b)
10	No Parking/Stop: Safety Zone when posted	30			VC§22500(c)
11	Parking on driveway	70			VC§22500(e)
12	Parking on sidewalk	70			VC§22500(f)
13	Block Excavation	30			VC§22500(g)
14	Double parking	70			VC§22500(h)
15	Posted bus zone	270			VC§22500(i)
16	Blocking disabled access ramp	345			VC§22500(l)
17	18in from curb +	45			VC§22502(a)
18	Posted no parking anytime	45			VC§22505(b)
19	Disable Parking across angled blue lines	335			VC§22507.8(c)
20	Fire hydrant	50			VC§22514
21	Unattended vehicle	40			VC§22515
22	Open vehicle door to traffic	45			VC§22517
23	Disabled ramp	345			VC§22522
24	Abandoned vehicle	125			VC§22523(a)
25	No parking/stop: Vehicular crossing	30			VC§23333
26	Cracked Windshield	45			VC§26710
REMITTED TO COUNTY OF LOS ANGELES					
#	Description	Fee	Unit	Conditions/ Justification	Authority
1	County/State – Handicap State Linkage Fee	2 per every 10		On fine/ forfeiture imposed	PC§1465.5
2	State Share Parking	Varies		50% Registration and Equipment Violations	VC§40225(d)
3	County – Bail Increases	Varies		September 16, 1988 to July 1, 1992	PC§1463.28
4	County – Bail Increases	Varies		September 16, 1988 to July 1, 1992	VC§40200.3



APPENDICES

APPENDIX 2: FULLY BURDENED HOURLY RATE

- This table reflects the fully burdened hourly rate for City positions and is for reference purposes only.
- If a lower rate has been adopted through a departmental Annual Fee Schedule, then the lower rate shall apply.

FULLY BURDENED HOURLY RATE						
#	Position	Rate	Unit			Authority
1	Administration Department					
1a	City Manager	183.21	Hour			SF Resolution 7944
1b	Executive Assistant to the City Manager	79.65	Hour			SF Resolution 7944
2	City Clerk Department					
2a	City Clerk	110.11	Hour			SF Resolution 7944
2b	Deputy City Clerk (Part Time)	34.18	Hour			SF Resolution 7944
3	Community Development Department					
3a	Director of Community Development	219.19	Hour			SF Resolution 7944
3b	Associate Planner	102.13	Hour			SF Resolution 7944
3c	Building & Safety Supervisor	161.96	Hour			SF Resolution 7944
3d	Community Preservation Officer	112.34	Hour			SF Resolution 7944
3e	Community Preservation Officer (Part Time)	64.16	Hour			SF Resolution 7944
3f	Community Development Secretary	112.74	Hour			SF Resolution 7944
3g	City Maintenance Helper	36.93	Hour			SF Resolution 7944
4	Finance Department					
4a	Director of Finance	148.57	Hour			SF Resolution 7944
4b	Senior Accountant	96.07	Hour			SF Resolution 7944
4c	Senior Account Clerk II	76.10	Hour			SF Resolution 7944
4d	Senior Account Clerk	73.60	Hour			SF Resolution 7944
4e	Finance Office Specialist	59.56	Hour			SF Resolution 7944
4f	Cashier (Part Time)	31.56	Hour			SF Resolution 7944
5	Police Department					
5a	Police Chief	246.64	Hour			SF Resolution 7944
5b	Police Lieutenant	219.84	Hour			SF Resolution 7944
5c	Police Sergeant	173.26	Hour			SF Resolution 7944
5d	Police Officer	136.26	Hour			SF Resolution 7944
5e	Police Officer/Detective	145.90	Hour			SF Resolution 7944
5f	Police Desk Officer	86.50	Hour			SF Resolution 7944
5g	Police Records Supervisor/System Administrator	115.20	Hour			SF Resolution 7944
5h	Police Records Specialist	67.78	Hour			SF Resolution 7944
5i	Police Office Specialist	80.45	Hour			SF Resolution 7944
5j	Property Control Officer	84.11	Hour			SF Resolution 7944



APPENDICES

APPENDIX 2: FULLY BURDENED HOURLY RATE

FULLY BURDENED HOURLY RATE						
#	Position	Rate	Unit			Authority
5k	Community Service Officer (Part Time)	56.07	Hour			SF Resolution 7944
5l	Crossing Guard (Part Time)	20.70	Hour			SF Resolution 7944
5m	Junior Police Cadet (Part Time)	19.90	Hour			SF Resolution 7944
6	Public Works Department					
6a	Director of Public Works/City Engineer	232.93	Hour			SF Resolution 7944
6b	Management Analyst	131.56	Hour			SF Resolution 7944
6c	Civil Engineering Assistant II	173.62	Hour			SF Resolution 7944
6d	PW Superintendent	183.43	Hour			SF Resolution 7944
6e	PW Field Supervisor II	150.31	Hour			SF Resolution 7944
6f	PW Field Supervisor I	141.57	Hour			SF Resolution 7944
6g	Electrical Supervisor	162.78	Hour			SF Resolution 7944
6h	Equipment and Material Supervisor	168.37	Hour			SF Resolution 7944
6i	Mechanical Helper	118.27	Hour			SF Resolution 7944
6j	Meter Technician	100.08	Hour			SF Resolution 7944
6k	PW Senior Maintenance Worker	127.37	Hour			SF Resolution 7944
6l	PW Maintenance Worker	115.67	Hour			SF Resolution 7944
6m	Water/Backflow Technician	115.89	Hour			SF Resolution 7944
6n	PW Administrative Coordinator	111.93	Hour			SF Resolution 7944
6o	PW Office Specialist	125.83	Hour			SF Resolution 7944
6p	Office Specialist	111.59	Hour			SF Resolution 7944
6q	PW Maintenance Helper (Part Time)	42.23	Hour			SF Resolution 7944
7	Recreation and Community Services Department					
7a	Director of Recreation and Community Services	249.39	Hour			SF Resolution 7944
7b	Cultural Arts Supervisor	168.81	Hour			SF Resolution 7944
7c	Community Services Supervisor	166.04	Hour			SF Resolution 7944
7d	Recreation Supervisor	137.36	Hour			SF Resolution 7944
7e	Program Specialist	114.43	Hour			SF Resolution 7944
7f	Office Specialist	133.86	Hour			SF Resolution 7944
7g	Office Clerk/Cashier (Part Time)	37.31	Hour			SF Resolution 7944
7h	Program Specialist (Part Time)	89.07	Hour			SF Resolution 7944
7i	Recreation Leader I (Part Time)	33.61	Hour			SF Resolution 7944
7j	Recreation Leader II (Part Time)	36.13	Hour			SF Resolution 7944
7k	Recreation Leader III (Part Time)	44.13	Hour			SF Resolution 7944

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 5, 2019

Subject: Consideration to Designate a Voting Delegate and Alternate(s) for the 2019 League of California Cities Annual Conference

RECOMMENDATION:

It is recommended that the City Council:

- a. Designate a voting Delegate for the 2019 League of California Cities ("the League") Annual Conference;
- b. Designate up to two Alternate Voting Delegate who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2019 Annual Conference Voting Delegate/Alternate Form (Attachment "A").

BACKGROUND:

1. The League 2019 Annual Conference is scheduled for October 16-18, 2019, in Long Beach, California. An important part of the Annual Conference is the Annual Business Meeting; at this meeting, the League membership considers and takes action on resolutions that establish League policy.
2. On May 15, 2019, the City Council approved Mayor Fajardo's recommended appointments to the City Council Liaison Assignments, which included appointing Councilmember Hector A. Pacheco as the City Council Liaison and Mayor Joel Fajardo as the Alternate to the League of California Cities.

ANALYSIS:

Each member city has a right to cast one vote on matters pertaining to League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate, and

Consideration to Designate a Voting Delegate and Alternate(s) for the 2019 League of California Cities Annual ConferencePage 2 of 2

may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Consistent with League bylaws, the City's Voting Delegate (and up to two Alternate Voting Delegates) must be designated by the City Council via either resolution or by City Council action; Voting Delegates may not be appointed by individual action of the Mayor or City Manager/Administrator alone (Attachment "A").

The Voting Delegate and Alternate(s) must be registered to attend the Conference; they do not need to register for the entire conference, they may register for Friday only. A Voting Delegate Card will be issued and may be transferred freely between the Voting Delegate and the Alternate(s); however, it may not be transferred to another City official.

BUDGET IMPACT:

The cost to attend the 2019 League Annual Conference is included in the FY 2019-2020 Adopted Budget. The act of designating a Voting Delegate and Alternate(s) will not impact the budget.

CONCLUSION:

Staff recommends that the City Council appoint a Voting Delegate and up to two (2) Alternates so that the City may participate in and benefit from the development of League policy.

ATTACHMENT:

A. League of California Cities 2019 Annual Conference Voting Delegate/Alternate Forms



Council Action Advised by August 30, 2019



June 10, 2019

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date: _____ Phone: _____

(circle one)

(signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: August 5, 2019

Subject: Discuss Efforts to Establish a Property Based Improvement District

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update from staff regarding efforts to form a Property Based Improvement District ("PBID"); and
- b. Provide staff direction to suspend current efforts to form a PBID and work with the Mall Association to review the existing Downtown Mall Business Improvement District ("BID") and develop recommendations to increase the BID's effectiveness.

BACKGROUND:

Existing Business Improvement District (BID)

1. On November 22, 1965, the City adopted Ordinance No. 912 (Attachment "A"), establishing Parking and Business Improvement Area A, fixing the boundaries of the area, establishing benefit zones, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in the area. The Ordinance established the following allowable use of proceeds generated by the Area A:
 - a. Pay for necessary and reasonable maintenance and operation costs of the district parking places and necessary and reasonable on-street parking meter expenses.
 - b. The principal, interest and reserve payments on the bonds as such shall become due and payable (the bonds issued to acquire and construct the surface lots within the district were repaid prior to 1983).
 - c. All payments required to meet any other obligations of the city which are charges, liens or encumbrances upon or payable from the gross revenues from on-street parking meters or gross revenues from the operation of the district parking places.

Discuss Efforts to Establish a Property Based Improvement DistrictPage 2 of 6

- d. Pay as rental for such off-street parking lots in Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial obligations of Parking District No. 1 of the city, as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.
 - e. Any excess proceeds remaining after meeting the financial obligations set forth in this section shall be used for the acquisition, construction and maintenance of new or additional vehicle parking facilities within such area.
2. On November 4, 1968, the City adopted Ordinance No. 973 (Attachment "B"), establishing Parking and Business Improvement Area B, fixing the boundaries of the area, establishing benefit zones, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in the zones. The Ordinance established the following allowable use of proceeds generated by the Area B:
 - a. *Purpose A*: The general promotion of retail trade activity, including, but not limited to, the cleaning and maintenance of the San Fernando Road Pedestrian Mall, general advertising and promotion, sales promotion activity, and special promotional literature.
 - b. *Purpose B*: The furnishing of music in public places.
 - c. *Purpose C*: The promotion of public events, including, but not limited to, art shows, festivals and public ceremonies, which are to take place on or in public places.
 - d. *Purpose D*: The decoration of any public place, including, but not limited to, Christmas decorations and other decorations.
 - e. *Other Purposes*: After deducting the administration fee paid to the City as the cost of collection and administration (i.e., five percent of the amount collected), the remaining will be used by the City to pay the entity contracted to carry-out and perform Purposes A – D.
3. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering the parking and business improvement district established by Ordinance No. 973.
4. On December 17, 1984, the City executed Contract No. 768 (Attachment "C") with Mall Assessment District, Inc. ("Corporation"), to perform the work and render the services called for in Purposes A, B, C and D set forth in Ordinance No. 973, except for the mall maintenance included in Purpose A, which was reserved to the City. A summary of the primary contract requirements follows:

Discuss Efforts to Establish a Property Based Improvement DistrictPage 3 of 6

- a. Prior to November 15th of each calendar year, Corporation, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be received for Purposes A – D, covering the period of January 1st through December 31st of the following year.
- b. All payments are to be made upon a claim or demand presented (i.e., on a reimbursement basis).
- c. Corporation shall, on or before the first day of January and first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six-month period. Said report shall be submitted within 45 days of the close of the reporting period.
- d. City shall advance funds to Corporation for the purposes of maintaining a cash fund, not to exceed \$1,000, to cover current operating expenses.
- e. Corporation may engage in fundraising activities.

Property Based Improvement District (PBID)

- 1. In 2010, formation of a business improvement district was studied to help improve and promote downtown San Fernando and a portion of North Maclay Avenue. As part of that process, a steering committee was formed that defined a program of services, established preliminary boundaries, developed assessment formula options and budget scenarios, and suggested “zones of benefit” to differentiate assessments and level of services. The group also retained a consultant to assist them with this process. The San Fernando Redevelopment Agency funded this work.
- 2. The Steering Committee adopted a Draft Management Plan and the consultant partially completed the District Management Plan and Engineer’s Report (boundaries, assessment formula, and budget).
- 3. In early 2011, due to issues with the City, work was suspended on the PBID project.
- 4. In early 2013, business representatives active in the PBID formation process approached the City about restarting the process.
- 5. On March 18, 2013, the City Council conducted a study session, at which time members of the Steering Committee and their consultant, Steve Gibson from Urban Place Consulting, provided the City Council with an update on the progress to date and steps needed to complete the formation. At this meeting the City Council provided conceptual approval for

Discuss Efforts to Establish a Property Based Improvement DistrictPage 4 of 6

the City to fund one-half, or \$7,500, of the \$15,000 needed to complete the process, with the Mall Association (formerly Mall Assessment District, Inc.) providing the other \$7,500.

6. On April 2, 2013, the City Council approved the City's participation in the PBID conceptually, which included the Civic Center (i.e., City Hall, Police Station, Public Works Yard, and Parking Lot 6N) and downtown properties, though indicated they wanted a final opportunity to determine if the City supported inclusion of those parcels in the final proposed PBID.
7. On April 15, 2013, the City Council approved the contribution of \$7,500 from the Administration budget to the Mall Association to be used to pay the consultant for PBID study and formation purposes.
8. On May 6, 2013, the City Council supported inclusion of the Civic Center and downtown properties in the PBID boundaries and authorized the Interim City Administrator to sign the petition in favor of the PBID on behalf of the City.
9. Due in part to the condensed timeline, the process was not completed prior to the August 2013 deadline to file with the Los Angeles County Assessor's Office and did not move forward.
10. In 2017, Mall Association Board Members ("Proponents") engaged City staff to discuss reviving efforts to establish a PBID in the City's Downtown and Maclay commercial districts.
11. In response to the Proponent's renewed efforts, the City Council included additional study of a proposed PBID as part of the Fiscal Year 2018-2019 budget priorities.
12. Since July 1, 2018, the Proponents have re-engaged Urban Place Consulting and held a number of meetings with City staff to discuss a possible timeline and next steps, which included providing an informational presentation to City Council.
13. On April 8, 2019, City staff mailed a "Notice of City Council Agenda Item – Property Based Improvement District Presentation" to all businesses and property owners located in the Downtown and Maclay commercial districts.
14. On April 15, 2019, City Council received a presentation on the current Mall Maintenance Assessments and the process for establishing a PBID. No clear direction was provided and staff committed to return at a future Council meeting with additional information.

ANALYSIS:

Subsequent to the Council meeting on April 15, 2019, staff met with the Proponents to discuss possible next steps. Due to the lack of clear consensus related to establishing a PBID, the

Discuss Efforts to Establish a Property Based Improvement DistrictPage 5 of 6

committee discussed focusing efforts on reviewing the boundaries and levy of the existing BID. The committee noted that the current boundaries and fees have not been amended since they were established in the mid-to-late 1960's despite significant changes to the affected area over the last 50 years.

Although the general framework of the existing BID is similar to the proposed PBID, execution of the original purpose and scope is lacking. On April 15, 2019, staff began to address the lack of execution by getting approval from City Council to implement the following changes:

1. Account for the Mall Maintenance levy in a separate fund rather than in the General Fund to improve accountability. (Completed)
2. Reduce parking lot maintenance costs by removing excess concrete trash receptacles at the public parking lots in the Downtown area and reduce to a minimal number of trash receptacles that are compatible with the City's solid waste provider's automated system. The decorative concrete receptacles in the Pedestrian Mall on San Fernando Road will remain. (Completed)
3. Further reduce parking lot maintenance costs by removing the current vegetation in the medians at the surface parking lots (3, 4, 8, 10, and 11). Overgrown vegetation will be removed and replaced with mulch, similar to the current landscaping at parking lot 5. Appropriate trees will be planted where adequate irrigation currently exists. (Landscape design to be finalized and implemented in late August/early September)
4. Institute a six-month pilot program to consolidate the six trash enclosures in the alley between San Fernando Road and Truman Street to two or three enclosures. (This pilot is currently underway)
5. Increase code enforcement activity to ensure that business owners in the Downtown area follow proper solid waste procedures by breaking down boxes and placing all solid waste in the appropriate bins. (Currently underway)
6. Use time saved from reduced parking lot maintenance to increase frequency of steam cleaning and landscaping efforts on San Fernando Road. (Currently underway)

To further improve the effectiveness of the existing BID, staff recommends working with the Mall Association Board to review the current boundaries (Attachment "D"), develop a scope of maintenance work to be provided in the pedestrian mall area, review the current fees to determine if they are sufficient to provide the desired service level, and review the current BID management framework. After completing this review, the working group would develop a set of recommendations to be presented to City Council for consideration. Depending on the specific recommendations, staff will provide next steps and an implementation timeline.

Discuss Efforts to Establish a Property Based Improvement DistrictPage 6 of 6

BUDGET IMPACT:

There is minimal direct cost associated with working with the Mall Association to review the current BID and develop recommendations to improve effectiveness of the current BID. Costs to implement recommended changes will be provided at the time the recommendations are presented for City Council consideration.

The estimated cost to manage the entire process to attempt to establish a PBID is approximately \$35,000.

CONCLUSION:

City staff is seeking direction from the City Council to suspend efforts to establish a PBID at this time, and to instead work with the Mall Association to review the existing BID, and develop recommendations to increase its effectiveness. Staff will work to bring back recommendations for City Council consideration within 90 days.

ATTACHMENTS:

- A. Ordinance No. 912
- B. Ordinance No. 973
- C. City Contract No. 768
- D. Map of Mall Assessment District

ATTACHMENT "A"

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF THE LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken in this proceeding are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4040, adopted on the 25th day of October, 1965, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", FIXING THE TIME AND PLACE FOR HEARING, AND GIVING NOTICE THEREOF." which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4040 was published and mailed as provided by law, and a hearing thereon was held by the City Council on November 15, 1965 at the hour of 7:30 o'clock P.M. in the Council Chambers of the City Council of said City of San Fernando, in

the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4040 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said area have not been made by businesses in the proposed area which pay a majority of the taxes within the area under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area A of the City of San Fernando" hereby created and established is:

Beginning at the intersection of the centerline of Truman Street, 80 feet wide, with the northeasterly prolongation of centerline of Mission Boulevard, 60 feet wide, as described in final order of condemnation entered in Case No. SF C-472 Superior Court of Los Angeles County, a certified copy of said final order being recorded in Book 36483, pages 416-418 Official Records of said County; thence southeasterly along the centerline of said Truman Street to a point of intersection with the northeast prolongation of the Southeast line of Lot 14, Block "C", Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, Pages 65 & 66 of Miscellaneous Records in the Office of the County Recorder of said County; thence southwesterly along said northeasterly prolongation and along said southeast line and southwest prolongation thereof to centerline of San Fernando Road, 80 feet wide; thence northwest along said centerline of San Fernando Road to the northeasterly prolongation of the southeast line of Lot 17, Block 2,

Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, pages 65 & 66 of Miscellaneous Records of said County; thence southwesterly along said prolongation and along the southeast line of Lots 17 and 24 in said Block 2, and continuing southwesterly parallel to Chatsworth Drive to centerline of Pico Street, 60 feet wide; thence southeasterly along said centerline to northeast prolongation of southeast line of Lots 8, 9, 10, and 11, Block 22 of said Porter Land & Water Co.'s Resurvey; thence southwesterly along said northeasterly prolongation, along said southeast line and the southwesterly prolongation thereof to centerline of Coronel Street, 60 feet wide; thence northwesterly along said centerline to northeast prolongation of southeast line of Lots 1, 2, and 3, Tract 1803, as per map recorded in Book 21, page 113 of Maps, Records of said County; thence southwesterly along said prolongation and said southeast line to northeast line of Lot 4 of said Tract No. 1803; thence northwesterly along said northeast line, 32.5 feet; thence southwesterly parallel with Chatsworth Drive, to centerline of Hollister Street, 60 feet wide; thence northwesterly along said centerline of Hollister Street to the centerline of Maclay Avenue, 60 feet wide, formerly Newmark Street, as said Avenue is shown on map of Porter Land & Water Co.'s Resurvey of Town of San Fernando recorded in Book 34, pages 65 & 66 of Miscellaneous Records in said office of County Recorder; thence northeast along said centerline of Maclay Avenue, 60 feet wide, to the southeasterly prolongation of the southwest line of Lots 1 to 20, Block 25 of said Porter Land & Water Co.'s Resurvey; thence northwesterly along said southeasterly prolongation and said southwest line, and along the northwesterly prolongation thereof to the centerline of Mission Boulevard, 80 feet wide, as shown on map of Tract 5247, recorded in Book 58, page 14 of Maps in said office of County Recorder; thence northeast along said centerline of Mission Boulevard, to centerline of San Fernando Road, 80 feet wide; thence southeast along said centerline of San Fernando Road to centerline of Mission Boulevard, as described in said final order of condemnation in Case No. SF C-472; thence northeast along said centerline of Mission Boulevard to point of beginning.

SECTION 8: Businesses Subject to Additional Tax. All businesses within the boundaries of said Area as described herein, not exempt by law, will be subject to the provisions of the additional tax imposed by this ordinance.

SECTION 9: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of the business license tax on all businesses conducting their activities in the "Area", which is in addition to the ordinary license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" is hereby fixed and

established at the rates as set forth by the following schedule:

(1) CLASS I BUSINESSES:

- a. Retail Businesses
- b. Wholesale Businesses
- c. Manufacturing Businesses
- d. Manufacturing Dealers
- e. Telephone Service Businesses
- f. Savings and Loan Associations
- g. Card Rooms, Social Card Rooms, and Card Schools

Businesses in this class shall be taxed three times their ordinary business license tax or Fifty Dollars (\$50.00), whichever is greater, with a maximum license tax of One Thousand Dollars (\$1,000.00).

(2) CLASS II BUSINESSES:

- a. Independent Contractors
- b. Detective Agencies
- c. Employment or Booking Agencies
- d. Freight Forwarders or Warehousemen
- e. Leasing or Renting Tangible Personal Property
- f. Masseurs
- g. Auto and Appliance Repair Shops
- h. Trade and Business Schools
- i. Hotels, Apartment Houses, Motels, Rooming or
Boarding Houses
- j. Advertising Agencies
- k. Undertakers
- l. Contractors

Businesses in this class shall be taxed twice their ordinary business license tax or Fifty Dollars (\$50.00), whichever is greater, with a maximum of One Thousand Dollars (\$1,000.00).

(3) CLASS III BUSINESSES:

- a. Laundries, Self-Service Laundries, Cleaning and Dyeing Businesses or Agents therefor
- b. Non-Profit Organizations Selling New and/or Used Merchandise
- c. Music Teachers
- d. Shoe Repair Shops
- e. Newspapers and Job Printing Plants
- f. Personal Loan Companies
- g. Pawn Brokers

Businesses in this class shall be taxed one time their ordinary business license tax, if any, or Fifty Dollars (\$50.00), whichever is the greater.

(4) CLASS IV BUSINESSES:

- a. Pool and Billiard Rooms
- b. Bowling Alleys
- c. Amusement Arcades
- d. Theatres

Businesses in this class shall be taxed in the amount of Two Hundred Dollars (\$200.00).

SECTION 10: Area Constituted and Established. Said "Parking and Business Improvement Area A of the City of San Fernando" is hereby fully constituted and established.

SECTION 11: Uses of Proceeds. The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of license tax, as herein provided, will be put are:

- (1) Pay rental for the offstreet vehicle parking lots located in "Parking District No. 1 of the City of San Fernando" sufficient in amount that after making due allowance for contingencies and error in estimates,

the "gross revenues from the operation of district parking places" and the "gross revenues from offstreet meters" as such phrases are used in Resolution No. 3193, adopted July 6, 1959, will together be an amount at least sufficient to pay when due the financial obligations of said "Parking District No. 1 of the City of San Fernando", including obligations set forth and referred to in Covenant 11 of Section 20 of said Resolution No. 3193, which obligations are to pay the following:

(a) "Necessary and reasonable maintenance and operation costs of the district parking places" and "necessary and reasonable onstreet parking meter expenses";

(b) The interest on the bonds as the same shall become due and payable;

(c) The principal of the bonds as the same shall mature and fall due;

(d) All payments required to be made into the Reserve Fund as required by Section 18 of said Resolution No. 3193;

(e) All payments required to meet any other obligations of the City which are charges, liens, or encumbrances upon or payable from the "gross revenues from onstreet parking meters" or "gross revenues from the operation of the district parking places".

(2) To pay as rental for the said offstreet parking lots in said Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial obligations of "Parking District No. 1 of the City of San Fernando" as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.

(3) Any excess proceeds remaining after meeting the financial obligations set forth in the preceding paragraphs shall be used for the acquisition, construction, and maintenance of new or additional vehicle parking facilities within said "Area".

SECTION 12: Definitions and Classifications of Businesses.

The definitions and classifications of businesses referred to in this ordinance shall be determined by the definitions and classifications as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 13: Credit. Any business referred to in this ordinance which is liable for an increase or additional levy of license tax hereunder shall be entitled to a credit against such increase or additional levy of license tax equal to one-half the amount of such increase or additional tax if such business:

(1) Provides free offstreet vehicular customer parking in full conformance with the vehicle parking requirements specified under zoning Ordinance No. 423, adopted December 26, 1945, as amended; or

(2) Payment for said business has been made in full into the in lieu parking fund for vehicle parking as required by said Ordinance No. 423.

SECTION 14: Collection of Additional Tax. The collection of the increase or additional levy to the license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of license tax imposed hereunder shall be computed in the manner provided in said Chapter 12 for each business, but according to the schedule set forth herein, and shall be due and payable as provided in said Chapter 12 of said Code.

SECTION 15: New Business in Area. Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the tax levied hereunder shall be prorated in accordance with the proportion that the number of

months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 16: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the additional license tax levied hereunder has been paid, the Council, upon written application therefor, may refund to the person who paid the same that proportion of such additional license tax so paid that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the twelve months of the year.

SECTION 17: Exemption - Voluntary Contribution. Any business, person, or institution located within the said "Area", which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. Such contribution shall be used for the purposes provided in this ordinance.

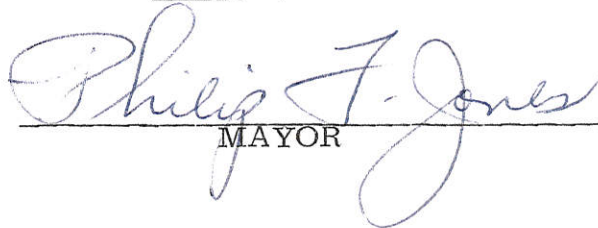
SECTION 18: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 19: Effective Date. This ordinance shall take effect on January 1, 1966.

SECTION 20: Publication. The City Clerk shall certify to the

passage of this ordinance, and prior to the expiration of fifteen (15) days from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 22nd day of November, 1965.


MAYOR

ATTEST:


CITY CLERK OF THE CITY OF
SAN FERNANDO.

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

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and signed by the Mayor of said City at a regular meeting of the Council held on the 22nd day of November, 1965, and that the same was passed by the following vote, to wit:

AYES: Arps, Harper, Jones, Macey and Schmidt-5

NOES: None-0

ABSENT: None-0


LEILA EDWARDS, CITY CLERK
OF THE CITY OF SAN FERNANDO.

ATTACHMENT "B"

ORDINANCE NO. 973

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, ESTABLISHING BENEFIT ZONES, CLASSIFYING BUSINESSES THEREIN, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA AND ZONES.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken herein are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4298, adopted October 7, 1968, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS 'PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO', FIXING THE TIME AND PLACE FOR HEARING, AND ORDERING THE GIVING OF NOTICE THEREOF", which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4298 was published and mailed as provided by law, and a hearing thereon was held by

the City Council on October 29, 1968, at the hour of 7:30 o'clock p.m. in the Council Chambers of the City Council of said City of San Fernando in the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4298 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said "Area" have not been made by businesses in the proposed "Area" which pay a majority of the taxes within the "Area" under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area B of the City of San Fernando" hereby created and established is:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along

the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687 as per map recorded in Book 62, page 37 of Maps, in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

SECTION 8: Benefit Zones. For the hereinafter set forth purposes separate benefit zones, based upon the degree of benefit derived from the purpose, are hereby created and established, which benefit zones shall be known respectively as "Zone 1" and "Zone 2", and which zones are respectively described as follows:

A. ZONE 1:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract No. 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674 as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue, 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674, to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence

Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

B. ZONE 2:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along

the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

EXCEPT that portion thereof within the following described boundaries:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674, as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674 to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its

Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando, as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

SECTION 9: Uses of Proceeds in Respective Zones - Purposes.

The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, as herein provided, will be put, and in which zone or zones of said "Area" are as follows:

A. Purpose A. The general promotion of retail trade activity including but not limited to the cleaning and maintenance of the San Fernando Road Pedestrian Mall and the San Fernando Road Pedestrian Mall Addition No. 1 (hereinafter collectively sometimes referred to as Pedestrian

Mall), general advertising and promotion, sales promotion activity, and special promotional literature in the following enumerated zones of said "Area" (sometimes hereinafter referred to as Purpose A): Zone 1 and Zone 2.

B. Purpose B. The furnishing of music in public places in the following enumerated zone or zones in said "Area" (sometimes hereinafter referred to as Purpose B): Zone 1.

C. Purpose C. The promotion of public events including but not limited to such activities as art shows, festivals, and public ceremonies, which are to take place on or in public places in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose C): Zone 1 and Zone 2.

D. Purpose D. The decoration of any public place including but not limited to Christmas decorations and other decorations in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose D): Zone 1 and Zone 2.

E. Other Purposes. After first deducting two per cent (2%) from all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, except for the proceeds realized from additional levy to the business license tax under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance, as the cost of collection, and the proceeds of the additional levy of tax derived under paragraph (e) of subdivision 1 of subsection A of Section 12 hereof, for maintenance of the Pedestrian Mall, the balance of all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax shall be used by the City to pay contract fees to the San Fernando Chamber of Commerce to carry out and perform all other purposes enumerated in subsections A through D inclusive of this section.

The two per cent (2%) of the proceeds retained by the City

shall be used for the purpose of defraying the cost of collection of the rate of increase or additional levy of or to the license tax and the proceeds derived under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance shall be used by the City to defray the cost of cleaning and maintenance of the Pedestrian Mall.

SECTION 10: Classification of Businesses and Appeals.

A. Classification of Businesses Generally. For the purpose of the rate of increase or additional levy of or to the license tax, the various businesses located in the "Area" are classified in accordance with the following schedule:

CLASS I - RETAIL BUSINESSES, includes all businesses licensed under Chapter 12 of "The Code of the City of San Fernando, California 1957" as retail establishments, except in those instances where they are otherwise classified in this section.

CLASS II - PROFESSIONAL BUSINESSES, includes all those businesses generally recognized and considered as professional, including but not limited to attorneys at law, doctors, dentists, optometrists, and accountants, except in those instances where such businesses are otherwise classified in this section.

CLASS III - SERVICE BUSINESSES, includes barbers, beauticians, beauty parlors, utilities, real estate brokers, service stations, photographers, contractors, cleaners, laundries, garages and auto repairs, and other such similar service businesses, unless otherwise specifically set forth and classified in this section.

CLASS IV - MISCELLANEOUS BUSINESSES, includes financial institutions, recreation activities, hotels and motels, apartments, insurance agents, bars, manufacturers and wholesalers, and all other businesses which do not fall into Classes I through III inclusive, or which do not have business licenses under Chapter 12 of "The Code of the City of San Fernando, California 1957".

B. Classification in Case of Dispute. Any questions arising as to the classification of any business shall be determined by the City Clerk.

C. Appeals. Any person aggrieved by any decision of the City Clerk with respect to such classification may appeal to the Council by filing a notice of appeal with the Clerk of the Council within five (5) days from the date of the decision by the City Clerk. The Council shall thereupon fix a time and place for hearing such appeal. The Clerk of the Council shall give notice to such person of the time and place of hearing by serving said notice personally or by depositing it in the United States Post Office in San Fernando, postage prepaid, addressed to such person at his last known address. At the time of the hearing the Council shall determine and rule upon the appeal and its decision shall be final.

SECTION 11: Businesses Subject to Additional Tax. All businesses within the boundaries of said "Area" described herein, not exempt by law, shall be subject to the provisions of the tax or additional tax imposed by this ordinance.

SECTION 12: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of or to the business license tax for each of the purposes set forth in subsections A through D inclusive of Section 9 hereof, on all businesses conducting their activities and on all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places in each of said zones in the "Area", which is in addition to the ordinary business license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" and in addition to the increase or additional levy of license tax imposed by Ordinance No. 912, adopted November 22, 1965, for the purpose of "Parking and Business Improvement Area A of the City of San Fernando", is hereby fixed and established at the rates as set

forth in the following schedule:

A. For Purpose A of Section 9:

1. ZONE 1:

(a) Class I Businesses: 1.25 times their ordinary business license tax.

(b) Class II Businesses: 0.30 times their ordinary business license tax.

(c) Class III Businesses: 0.55 times their ordinary business license tax.

(d) Class IV Businesses: 0.25 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$1.50, whichever is the greater.

(e) In addition to the rate of increase or additional levy of or to the business license tax set forth above, all businesses and all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places having frontage and/or abutting on the Pedestrian Mall shall be taxed and shall pay an additional sum determined by and equal to the number of feet said business, office, quarters, or meeting place fronts and/or abuts on said Pedestrian Mall, multiplied by \$2.50, which additional levy shall be applicable to all classes of business set forth above; provided, however, that as to any business or person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on any floor other than the ground floor in any building fronting or abutting on the

Pedestrian Mall the tax shall be \$5.00 per year.

2. ZONE 2:

(a) Class I Businesses: 1.0 times their ordinary business license tax.

(b) Class II Businesses: 0.133 times their ordinary business license tax.

(c) Class III Businesses: 0.30 times their ordinary business license tax.

(d) Class IV Businesses: 0.125 times their ordinary business license tax or a sum determined by and equal to the number of feet such business fronts on a public street, multiplied by \$0.75, whichever is the greater.

B. For Purpose B of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.1 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.084 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on said Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

Increase or additional levy of or to business license tax on businesses in this zone: None.

C. For Purpose C of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.25 times their ordinary business license tax.

(b) Class II Businesses: 0.15 times their ordinary business license tax.

(c) Class III Businesses: 0.15 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.15 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by \$0.375, whichever is the greater.

D. For Purpose D of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.4 times their ordinary business license tax.

(b) Class II Businesses: 0.2 times their ordinary business license tax.

(c) Class III Businesses: 0.2 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.183 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by \$0.375, whichever is the greater.

E. Upstairs Businesses. Any business conducting its activities or any person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on a floor other than the ground floor of any building fronting or abutting on the Pedestrian Mall or fronting on any public street shall be liable for the increase or additional levy of or to the business license tax imposed by this ordinance to the same extent as though located on the ground floor; provided, however, that as to the additional levy of or to the business license tax under paragraph (e) of

subdivision 1 of subsection A of this section the amount of tax shall be \$5.00 per year.

F. Maximum:

1. One or First Place of Business. In the event the total rate of increase or additional levy of or to the business license tax imposed by this ordinance, under any one subsection or any combination of subsections of this Section 12, excluding however the additional levy of or to the business license tax under paragraph (e) of subdivision 1 of subsection A of this section, for any one place of business, shall equal or exceed the maximum for any one place of business hereinafter specified, then such business shall be only liable for and pay the said maximum:

Located in Zone 1	Maximum \$500.00 per year
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Located in Zone 2	Maximum \$300.00 per year
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2. Additional Places of Business in "Area". In the event any person, firm, or corporation operates more than one place of business in the "Area", then the place of business with the greatest gross receipts shall be considered for the purpose of this subsection F as the first place of business and shall be liable for the maximum prescribed in subdivision 1 above, but as to each additional place of business in the "Area" the same will be governed by subdivision 1 hereof provided, however, for each such additional place of business the maximum shall be:

Located in Zone 1	Maximum \$150.00 per year
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Located in Zone 2	Maximum \$ 90.00 per year
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SECTION 13: Area Constituted and Established. Said "Parking and Business Improvement Area B of the City of San Fernando" is hereby fully constituted and established.

SECTION 14: Definitions and Classifications. The definitions and classifications of businesses, as hereinabove set forth, except as herein otherwise provided, shall be determined by the definitions and classifications

as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 15: Due Date and Penalty for Nonpayment of Additional Tax When Due. The increase or additional levy of or to the business license tax as herein provided for shall be due and payable at the same time and in the same manner as the ordinary business license tax, all as provided in Chapter 12 of "The Code of the City of San Fernando, California 1957", and upon failure to pay the same when due, the same shall bear the same type of penalties as prescribed by said Chapter 12 for the nonpayment of the ordinary business license tax.

SECTION 16: Collection of Additional Tax. The collection of the increase or additional levy of or to the business license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of or to the business license tax shall be computed in the manner provided in said Chapter 12 for each business but according to the schedule set forth herein.

SECTION 17: New Business in "Area". Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the increase or additional levy of or to the business license tax levied hereunder shall be prorated in accordance with the proportion that the number of months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 18: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the increase or additional levy of or to the business license tax imposed hereunder has been paid, the Council, upon written application therefor, may

refund to the person who paid the same that proportion of such increase or additional license tax that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the 12 months of the calendar year.

SECTION 19: Exemption - Voluntary Contribution. Except as herein otherwise provided, any business, person, or institution located within the said "Area" which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. There is specifically excepted from the exemption contained in this section and nothing contained herein shall be construed to exempt any business from the increase or additional levy of or to the license tax levied and assessed under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance (cleaning and maintenance of Pedestrian Mall). Any voluntary contribution made pursuant to this section shall be used for the purposes provided in this ordinance.

SECTION 20: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 21: Effective Date. This ordinance shall be in full force and effect on and after January 1, 1969.

SECTION 22: Publication. The City Clerk shall certify to the passage of this ordinance and prior to the expiration of fifteen (15) days

from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 4th day of November, 1968.

Manuel S. Flores
MAYOR

ATTEST:

Leila Edwards
CITY CLERK OF THE CITY
OF SAN FERNANDO.

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

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and was signed by the Mayor of said City at a regular meeting of the City Council held on the 4th day of November, 1968, and that the same was passed by the following vote, to wit:

AYES: Allenbaugh, Arps, Flores, Jones and Macey-5

NOES: None-0

ABSENT: None-0

Leila Edwards
LEILA EDWARDS, CITY CLERK
OF THE CITY OF SAN FERNANDO

AGREEMENT

THIS AGREEMENT is made this 17th day of December, 1984, by and between the CITY OF SAN FERNANDO, a municipal corporation ("City"), and the MALL ASSESSMENT DISTRICT, INC., a California non-profit mutual benefit corporation ("Corporation").

R E C I T A L S:

1. On November 4, 1968, the City adopted Ordinance No. 973, establishing a parking and business improvement area, fixing the boundaries thereof, establishing benefit zones, classifying businesses therein, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in such area and zones, which ordinance became effective January 1, 1969.

2. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering said District.

3. The City desires to contract with the Corporation to perform the work and render the services called for in purposes A, B, C and D of said Ordinance No. 973, except for the mall maintenance which is reserved to the City, and for the payment for such services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto do agree as follows:

1. The City hereby hires and retains Corporation to render and perform and Corporation covenants agrees to render and perform for the consideration herein specified the work and services herein set forth.

2. Corporation agrees to render all services, perform all work, and bear all expenses within the limits of the funds paid it therefor by the City to carry out the following purposes:

- (a) Purpose A of Section 9 of Ordinance No. 973, except for the cleaning and maintenance of the San Fernando Road Pedestrian Mall.
- (b) Purpose B of Section 9 of Ordinance No. 973.
- (c) Purpose C of Section 9 of Ordinance No. 973.
- (d) Purpose D of Section 9 of Ordinance No. 973.

3. The area within which Corporation agrees to render the service and perform the work for the City is Parking and Business Improvement Area B of the City of San Fernando, more particularly described and delineated in Section 7 of Ordinance No. 973.

4. The City Council shall cause to be prepared not later than the 15th day of March of each year an estimate of all proceeds of the additional tax revenue to be realized each year from the rate of increase or additional levy of or

to the license tax under Ordinance No. 973 and for each of the purposes set forth in Section 12 of said ordinance. After first deducting an amount to be determined by resolution of the City Council to cover the costs of collection and deducting those proceeds realized from additional levy to the business license tax under paragraph 12(A)(1)(e) of Ordinance No. 973 (for maintenance of the pedestrian mall), the balance of the proceeds realized from the increase or additional levy of or to the business license tax under Ordinance No. 973 for each of the purposes set forth in Section 3 above, shall be budgeted for payment to Corporation for rendering the service and performing the work required for each of said purposes within said area.

5. Corporation, prior to November 15th of each calendar year, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be received by it for each of those purposes listed in Section 3 above, said budget to cover the period of January 1st to December 31st of the following year.

6. Whenever the City allocates to Corporation sums of money or otherwise from time to time appropriates or pays any money to Corporation for the work and services to be performed hereunder, all such payments, except as otherwise specified, at the time said payments are made, shall be and are hereby agreed to be in consideration of the services

rendered by Corporation on behalf of the City specified in this Agreement. The consideration to be paid hereunder for the work performed and services rendered by Corporation shall be paid by the City to Corporation or the vendor contracting with Corporation within thirty (30) days following the month during which said work was performed and services were rendered unless otherwise ordered by the City Council, and all such payments shall be subject to the following conditions:

(a) All payments are to be made upon a claim or demand presented, audited, and paid as in the case of other claims against the City as provided by law.

(b) When such allocations or payments are made, Corporation shall, on or before the 1st day of January and the first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six month period, ending respectively December 31 and June 30, particularly setting forth services rendered in connection with each of the purposes listed in Section 3. Said report shall be submitted within 45 days of the close of the reporting period.

(c) The amount allocated in the annual budget for the expenditure of the proceeds of the increase or additional levy of or to the business license tax under

Ordinance No. 973, or otherwise, from time to time appropriated by the City for the services to be rendered hereunder by Corporation, shall not be a fixed or binding obligation upon the City to continuously thereafter pay the Corporation said sum, but shall be dependent upon the filing of proper claims and reports evidencing the services rendered as required by subdivisions (a) and (b) of this section, and shall be further dependent upon the availability of continuing the appropriation of the same for said purposes as determined by the City Council and the availability of such proceeds realized from the increase or additional levy of or to the business license tax set forth above.

Notwithstanding the above, City shall, from time to time, advance funds to Corporation for the purpose of maintaining a cash fund, not to exceed One Thousand Dollars (\$1,000.00), to cover the current operating expenses incurred in performing those services listed in Section 3 above.

7. It is understood and agreed by and between the parties hereto that this Agreement and all obligations thereunder can be terminated and cancelled by either party hereto upon written notice to be given to the other at least sixty (60) days prior to the date of termination. Upon such termination, all obligations of the City hereunder shall immediately cease and terminate.

8. Corporation may, from time to time, engage in fundraising and other activities in the course of its activities under this Agreement. Any profit realized from such activities shall be utilized by Corporation to serve those purposes listed in Section 3 above.

9. Corporation shall indemnify and hold harmless City from and against any and all claims arising from Corporation's activities under this Agreement, and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligation on Corporation's part to be performed under the terms of this Agreement, or arising from any negligence of Corporation, or any of Corporation's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of such claim, Corporation, upon notice from City, shall defend the same at Corporation's cost.

10. Corporation agrees to take and maintain in full force and effect public liability and property damage insurance with City named as insured for liability or financial loss resulting from injuries occurring to persons or to property arising out of the services performed under

this Agreement, the amount of said insurance to be not less than One Million Dollars (\$1,000,000.00) for bodily injury for any one person on account of any one incident and for property damage. Corporation shall provide City with certificates of insurance evidencing compliance with the foregoing, and such certificates shall provide for a written obligation on the part of Corporation's insurance carrier to notify City in writing thirty (30) days prior to the cancellation of or material change in the policy. If Corporation fails to take out and maintain the aforesaid insurance, this Agreement shall terminate.

11. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Agreement or arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

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

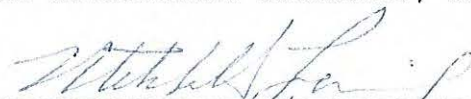
CITY OF SAN FERNANDO

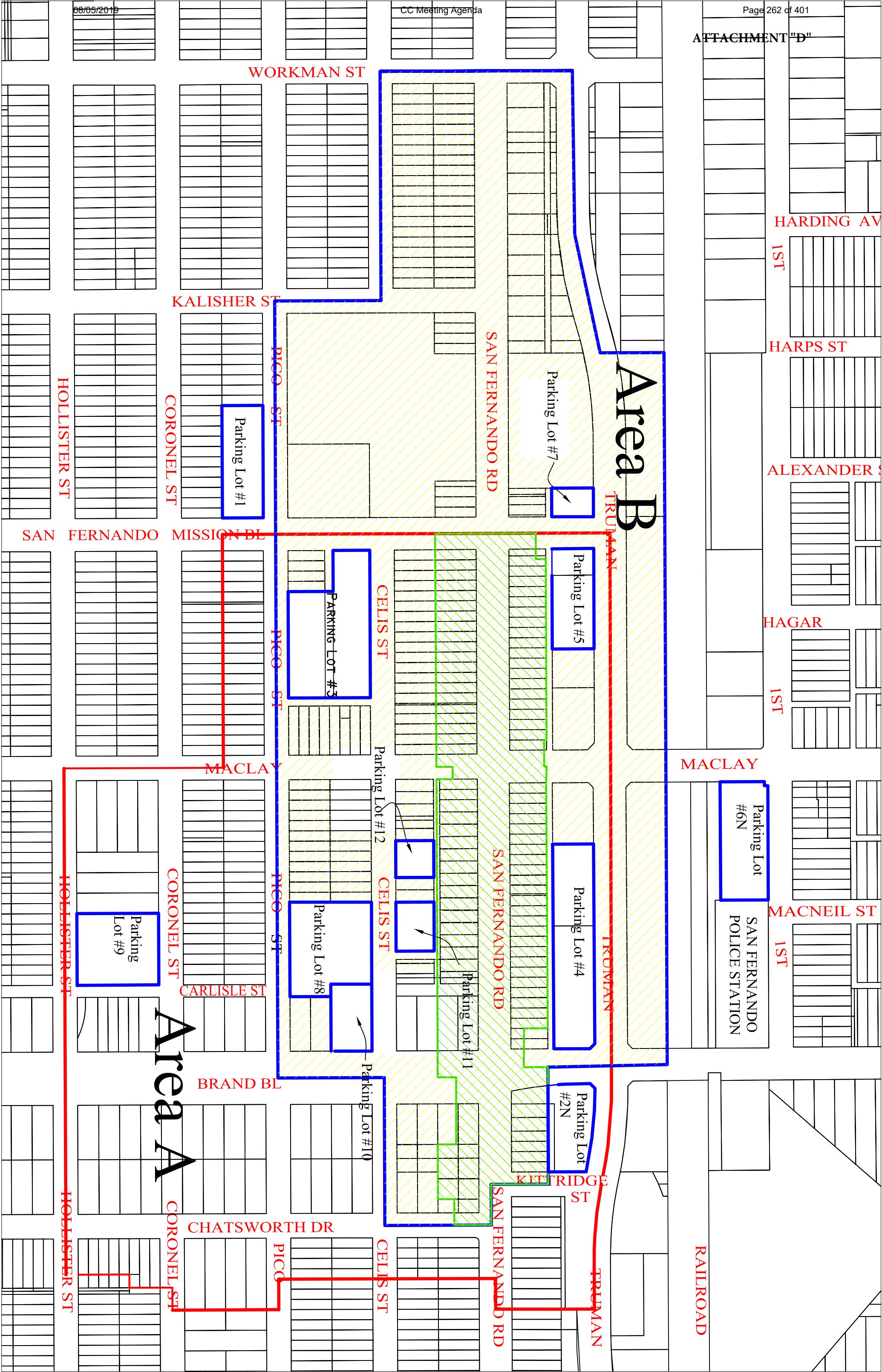
By 
Mayor Pro Tem

ATTEST:

By 
City Clerk

MALL ASSESSMENT DISTRICT, INC.

By 
President



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief
Irwin Rosenberg, Police Sergeant

Date: August 5, 2019

Subject: Homeless Outreach Update in the City of San Fernando

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file the report from staff; and
- b. Discuss homeless issues in San Fernando and provide staff with direction.

BACKGROUND:

1. On January 22, 2019, the City participated in a one-day, citywide homeless count as part of the Los Angeles Homeless Services Authority's (LAHSA) 2019 Point in Time (PIT) count. The County-wide event took place between January 22, 2019 to January 24, 2019, to document the number of individuals and families experiencing homelessness in the County of Los Angeles.
2. The City's PIT count has been steadily increasing from 17 in 2015 to 32 in 2018. The 2019 count reflected no net growth in the City's homeless population, which remained at 32 homeless individuals.
3. LAHSA is the lead agency for the Los Angeles County Continuum of Care (LA CoC). LA CoC includes 85 cities and the unincorporated areas of the County of Los Angeles, excluding the cities of Glendale, Long Beach and Pasadena, as each of those three cities operate their own independent continuums. In 2019, the County-wide homeless count identified 58,936 people experiencing homelessness within the LA CoC area, which represents a 12 percent increase from 2018.

Homeless Outreach Update in the City of San FernandoPage 2 of 7

4. The PIT count includes four elements: Street Count, Shelter Count, Youth Count and Demographic Count. In the City, the results for 2019 reflected the following:
 - a) 12 homeless individuals over 24 years of age, no youth.
 - b) Five homeless individuals living in cars.
 - c) Seven homeless individuals living in vans.
 - d) Five homeless individuals living in Recreational vehicles.
 - e) Three homeless individuals residing in make shift shelters/tents.
5. The lack of affordable housing is driving the homeless issue statewide with areas across the state reporting an average increase in homelessness of 35% between 2017 and 2019. The County of Los Angeles is the least affordable housing market, per the Joint Center for Housing Studies of Harvard University report, the State of National Housing 2016. This same report indicated 721,000 in the County of Los Angeles households are severely rent burdened, spending over 50% of their income on rent.
6. Housing affordability has been further exacerbated since 2012 when California eliminated local redevelopment funding, which included a 20% set-aside that was required to be used for low/moderate income housing. This dedicated funding source was critical to constructing affordable housing as well as supplement rental voucher and other housing assistance programs.
7. According to the LAHSA report to the Los Angeles County Board of Supervisors on June 4, 2019, although LAHSA place 21,631 people in homes in 2018, an estimated 27,080 exited housing and became homeless. Consequently, the countywide homeless count increased by more 6,000 individuals in that same period.
8. The report also noted that in 2019, 75% of the County's homeless population are unsheltered and remain visible on the streets with youth homelessness increasing 24%, chronic homelessness increasing 17%, and senior homelessness increasing 8% between 2018 and 2019.
9. On June 5, 2019, Los Angeles Councilmembers Mike Bonin and Joe Buscaino introduced a motion proposing the City of Los Angeles investigate whether neighboring cities are complying with a 2018 court decision allowing unhoused residents to sleep on public property when other indoor housing is not available and directing the City Attorney's Office to explore legal options to force other cities to comply with the court decision.
10. On June 17, 2019, Mayor Fajardo asked staff to provide the City Council with an update on the City's efforts to address homelessness in the City.

Homeless Outreach Update in the City of San FernandoPage 3 of 7

ANALYSIS:

Similar to most communities in California, the City has experienced a dramatic increase in homeless individuals over the past five years. The increase from 17 in 2015 to 32 in 2019 represents an 88% increase over that time. Fortunately, there was no increase in the homeless count from January 2018 to January 2019, which remained at 32 persons¹ experiencing homelessness, with none being youth or minors. Addressing the impact of homelessness on the community has become a priority for City staff and the San Fernando Police Department (SFPD).

Despite statements surrounding the proposed motion by the City of Los Angeles, SFPD has approached homelessness primarily as a social issue and not as a criminal activity. The majority of homeless related calls from the public are to report a homeless person sleeping or loitering in an encampment or a vehicle rather than engaging in criminal activity. However, there are instances that homeless individuals are engaging in illegal activity. Those instances are handled in the same manner as any other criminal activity in the City.

In addition to state imposed legislation that have exacerbated the homeless issue (e.g., elimination of low/moderate income housing funds and realignment of the criminal justice system that reduced many felonies to misdemeanors), there have been a number of recent court cases that have impacted how cities handle homeless people in the community. These court cases have made it more difficult for municipalities to dispose of personal property in the public right of way, restrict prolonged parking on public streets, and restrict camping in public areas unless alternative sheltering options are provided. There are also efforts by the federal government to limit housing subsidies to non-citizens, which will only worsen the current epidemic.

In recognition of these changes, SFPD has taken a proactive role in coordinating events and offering pathways to services to get homeless people off the street and into a stable living environment. Since 2017, the City has worked with Los Angeles County Supervisor Sheila Kuehl's office and State Senate Majority Leader Robert Hertzberg's office to host three Homeless Connect Days that connect homeless service providers and public health providers with local homeless individuals to improve access to basic necessities, health services, and transitional housing assistance. These events have included vaccinations and public health screenings, vehicle registration assistance, warrant and citation forgiveness programs, housing referrals, and a host of other services. The three events held at Recreation Park and Las Palmas Park were very successful and provided services to more than 340 homeless individuals.

¹ City/community level data include exact counts of people living on the street and in shelter, and estimates of people living in vehicles, tents, and makeshift shelters. The County-wide estimates for people living in vehicles, tents, and makeshift shelters are based on Service Planning Area (SPA) level multipliers. This City/community-level data exclude several groups that are included in the report for the LA CoC as a whole: unsheltered unaccompanied minors, unsheltered transitional age youth (18-24 years old), people in domestic violence shelters, and people receiving motel vouchers. Based on these multipliers, the count attributed to San Fernando is 43.

Homeless Outreach Update in the City of San FernandoPage 4 of 7

In May 2019, the SFPD received a grant award from Los Angeles County through the Los Angeles County Police Chief's Association (LACPCA) to fund a Homeless Services Outreach Team (HOST) detail. The funding was provided through Los Angeles County's Measure H (1/4 cent sales tax) and allowed the SFPD to provide two police officers in soft attire (a police polo shirt, jeans and duty belt) to contact 16 homeless individuals in the City during a four hour detail. The Officers were accompanied by one Veteran Outreach Specialist from the Salvation Army and two Mental Health specialists from the Los Angeles County Department of Mental Health.

No persons were arrested or detained as the intent of this detail was to make contact in a non-threatening manner to direct homeless persons to needed services and register them into the LA CoC Coordinated Entry System (CES). Once in the CES, homeless individuals receive assistance with essential services, housing and shelter. Seven of the 16 individuals contacted during the detail agreed to provide information to the outreach team members for follow up.

Outside of the HOST detail, SFPD Officers have access to referral information for local services available to homeless individuals. The informational pamphlets and brochures include guides on days and times for showers and mail services that are available in surrounding areas, as well as food banks and shelters during the winter months. Additionally, SFPD Officers are trained to prepare field interview cards that are entered into the Los Angeles County Homeless Outreach Portal (LAHOP) and generate an email to LA Family Housing for follow up.

In addition to the "boots-on-the-ground" efforts by the SFPD, City staff (including a SFPD representative) actively participates in the San Fernando Valley Council of Governments Homeless Coordination Committee and have met separately with key staff from a number of surrounding cities, including Burbank, Glendale and Santa Clarita. Since San Fernando does not have any staff dedicated to managing homeless services, the purpose of these meetings has been to seek information from other cities with staff expertise and knowledge on how the City can collaborate to obtain funding for homeless services and outreach. These meetings have resulted in a number of ideas for future consideration by staff and City Council.

Lastly, as previously mentioned, a primary driver of the current homeless crisis in California is the lack of affordable housing throughout the state. According to the SB35 Regional Housing Needs Assessment (RHNA) Determination for Los Angeles County produced in December 2018, San Fernando is one of only three Los Angeles County cities that are on target to meet prescribed RHNA targets for providing low and very low income housing units. San Fernando is doing its fair share to provide affordable housing in the City.

LEGAL UPDATE:**Removal of Property, Clearing of Public ROW**

Since homeless persons' unabandoned possessions are "property" within the meaning of the Fourteenth Amendment, a city must comport with the requirements of the Fourteenth Amendment's due process clause if it wishes to remove them. (*Lavan v. City of Los Angeles* (9th

Homeless Outreach Update in the City of San FernandoPage 5 of 7

Cir. 2012) 693 F.3d 1022.) If a city believes that property left in a public place is unattended, steps should be taken prior to any seizure and before any destruction. At a minimum, a city should:

- Provide the homeless with written notice (generally 24-72 hours) before the items are seized;
- Make good faith efforts to locate owner(s);
- Inventory/document (pictures or video) items seized;
- Leave notice to inform of seizure and opportunity to claim;
- Store belongings for 90 days (Cal. Civ. Code 2080 et seq.); and
- Protect any perishable belongings (i.e. medication).

It should be noted that there is no “bright-line” rule for how long persons should be given to retrieve their belongings from storage. The time provided is typically 90 days, which is consistent with California Civil Code Section 2080 et seq. However, these Civil Code provisions have no application to intentionally abandoned property (Civ. Code, § 2080.7.), nor do they prohibit a city from determining a time at which property may be considered abandoned.

San Fernando does not currently have an ordinance related to removing property from the public Right of Way.

Anti-Camping Ordinances

Anti-camping ordinances typically prohibit sitting, sleeping, lying or camping on public property. Some also prohibit the storage of personal property on public property. In California, such ordinances have been upheld as constitutional under both the United States and California Constitutions despite Eighth Amendment and equal protection challenges. (*See Tobe v. City of Santa Ana* (1995) 9 Cal.4th 1069.) It should be noted, however, that some courts will consider “necessity” under the Eighth Amendment as a defense to an “as-applied” constitutional challenge to an anti-camping ordinance (i.e., it would be improper for a city to punish an individual for camping in public where there is no local shelter available). (*In re Eichorn* (1998) 69 Cal.App.4th 382; *Jones v. City of Los Angeles* (9th Cir. 2006) 444 F.3d 1118.)

Anti-camping ordinances have also been challenged as being unconstitutionally vague. (*Tobe, supra*, 9 Cal. 4th at 1108.) To avoid being invalidated as vague, an ordinance needs to “be sufficiently definite to provide adequate notice of the conduct proscribed” and “provide sufficiently definite guidelines for the police in order to prevent arbitrary and discriminatory enforcement.” (*Tobe, supra*, 9 Cal. 4th at 1106-07.) Accordingly, an ordinance modeled after *Tobe* is likely to be upheld.

Homeless Outreach Update in the City of San FernandoPage 6 of 7

BUDGET IMPACT:

The City does not currently have any dedicated funding identified to address homeless issues. There may be some opportunities to partner with local service providers to secure Measure H funding for various efforts, similar to the HOST detail or Homeless Connect Days. Additionally, the City has some former Low/Moderate Income Housing funds that may be used to fund transitional housing vouchers or to participate in funding nearby sheltering operations. Staff will develop additional budget impacts based on City Council direction.

Measure H

In March 2017, Los Angeles County voters approved Measure H, which levied an additional ¼ percent (0.25%) increase to the County's sales tax to provide an ongoing revenue stream – an estimated \$355 million per year for ten years — to fund homeless services, rental subsidies and housing. It is designed to fund a comprehensive regional approach encompassing 21 interconnected strategies in six areas to combat homelessness:

- Prevent homelessness
- Subsidize housing
- Increase income
- Provide case management and services
- Create a coordinated system
- Increase affordable/homeless housing

Most of this funding is being provided directly to Los Angeles Housing Services Administration, non-profit service providers, and other Los Angeles County agencies. However, some of this funding is available to cities through specialized programs such as HOST.

Proposition HHH

In November 2016, City of Los Angeles' voters overwhelmingly approved an additional property tax levy to fund a \$1.2 billion bond to construct an estimated 10,000 housing units over 10 years. Proposition HHH funds may be used to pay for supportive housing for homeless residents and affordable housing for very low-income residents who do not need intensive support services. Since this is a city tax rather than a countywide tax, funding to construct supportive housing units are only available to development in the City of Los Angeles. According to Mayor Garcetti's webpage, there are currently 79 projects with 4,120 supportive

Homeless Outreach Update in the City of San FernandoPage 7 of 7

housing units receiving Proposition HHH funding² in the development pipeline. The webpage does not indicate that any of the projects have completed construction.

CONCLUSION:

The issues of homelessness are complex and the causes vary. However, it's important to remember that homelessness is not a crime. SFPD will continue to enforce the City ordinances and State laws to assure issues of public health and public safety are addressed while balancing this against the need to show empathy and compassion when dealing with people experiencing homelessness.

² <https://www.lamayor.org/HomelessnessTrackingHHH>, visited 7/30/2019.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: August 5, 2019

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"- Contract No. 1925) with Kosmont & Associates, Inc., dba Kosmont Companies (Kosmont Companies) in an amount not-to-exceed \$45,000 to provide real estate advisory services; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On July 2, 2018, staff distributed a Request for Qualifications to solicit professional consulting services to support real estate negotiations. The work would advance the City Council approved City-Wide Strategic Goal No. 5 for Fiscal Year (FY) 2018-2019: "Pursue economic development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile."
2. On July 16, 2018, staff received four submissions of qualifications from consulting firms and on August 7, 2018, staff conducted two shortlist interviews.
3. On September 17, 2018, City Council approved a Professional Services Agreement with Kosmont in an amount not-to-exceed \$30,000 to provide real estate advisory services (Attachment "B").
4. Work commenced in September 2018 and the scope included a review of City real estate assets, and analysis of methods for soliciting new development. If directed by City Council, the scope of work could be extended to include negotiation support, Request for Qualifications/Request for Proposals issuance for developer attraction, and further analysis.

Consideration to Approve a Professional Services Agreement with Kosmont Companies to Provide Real Estate Advisory ServicesPage 2 of 4

5. On March 4, 2019, Kosmont presented to Council its findings, entitled the Downtown San Fernando Economic Development and Asset Analysis, in an informational City Council study session (Attachment "C").
6. Based on direction from Council, the City and Kosmont executed a First Amendment to the Professional Services Agreement on April 16, 2019, for continued real estate advisory services (Attachment "D"). The continued work plan further evaluated the City's development priorities, concerns and potential to designate an entertainment development opportunity site.
7. 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:Kosmont Companies.

Kosmont Companies is a real estate and economic development services firm. The firm has dedicated itself for over 33 years to 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, President, will continue to serve as project manager 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.

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. During the first phase of real estate advisory services, Kosmont helped the City 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. An evaluation

Consideration to Approve a Professional Services Agreement with Kosmont Companies to Provide Real Estate Advisory ServicesPage 3 of 4

of development priorities determined City Parking Lot No. 3 to be a possible opportunity site for a catalytic entertainment/blended use development. City Parking Lot No. 3, which includes approximately 62,800 sq. ft. land, is bounded by Celis Street to the Northeast, S. Maclay Avenue to the Southeast, Pico Street to the Southwest, and San Fernando Mission Boulevard to the Northwest.

Scope of Work.

The proposed scope of work for this second phase of consulting services by Kosmont will include preparing and issuing a targeted Request for Qualifications / Request for Proposals ("RFQ/P") to find the best development partner for a synergistic entertainment project with a potential blend of land uses. The following tasks are proposed:

- Analysis of Deal Structures and Development Incentives
 - Analyze the advantages and disadvantages of different deal structures the City may pursue with a potential developer, and supplemental actions to facilitate downtown revitalization, such as bond issuances, zoning changes, and incentives
- Community Input and Marketing Plan
 - Community meeting to gather input on desired uses and develop a marketing plan
- Targeted Request for Qualifications/Proposals ("RFQ/P")
 - Draft, release, and manage RFQ/P process
- RFQ/P Developer Due Diligence
 - Evaluate qualifications/proposals including interviews and evaluation
 - Community meeting presenting prospective development plans to gather additional stakeholder insight
 - Incorporate findings into recommendation, which would return to City Council for approval of selected developer
- Initial Transaction Structuring
 - Assist with initial exclusive agreement negotiations and public-private transaction structuring

The Professional Services Agreement shall have a term of two years with a one-year extension option. Approval of this scope of work supports the City Council approved City-Wide Strategic Goal No. 3 for FY 2019-2020: "Pursue economic development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile."

BUDGET IMPACT:

The City included \$50,000 in "Professional Services" to support a new Economic Development Division No. 151 in the Community Development Department General Fund Budget for FY 2019-2020 to study and implement strategies to attract new business development and employers to San Fernando. Accordingly, there are sufficient funds available in this budget line item to fund

Consideration to Approve a Professional Services Agreement with Kosmont Companies to Provide Real Estate Advisory ServicesPage 4 of 4

the proposed agreement. Future year funding will be included in the Community Development Department Division No. 151.

CONCLUSION:

Staff recommends approval of a Professional Services Agreement with Kosmont Companies in an amount not-to-exceed \$45,000 to provide the City with the second phase of real estate advisory consulting services.

ATTACHMENTS:

- A. Contract No. 1925
- B. Contract No. 1895
- C. Downtown San Fernando Economic Development and Asset Analysis
- D. Contract No. 1895(a)



PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies

Real Estate Advisory Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of August 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("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.

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 **TERM:** This Agreement shall have a term of two (2) years commencing from the Effective Date. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of one (1) one-year extension term, unless CITY issues written notice of its intent not to authorize an additional extension term. 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 Article V 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 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."
- 1.3 **PROSECUTION OF WORK:**
 - A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed, as requested basis for the Term of this Agreement and any extension term. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests

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Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services

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the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the CITY Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the services or tasks requested
 5. Any other information the CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the CITY Representative, confirming that the services or tasks have been authorized by the CITY Representative.
- B. CONSULTANT shall perform no Work under this Agreement without a written request from the CITY Representative, containing the information set forth in Section 1.3A above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the CITY Representative, CONSULTANT shall begin and complete performance of the Work to completion in a timely and diligent manner.

1.4 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation fee schedule which is attached and incorporated hereto as "**Exhibit B**" (hereinafter, the "**Approved Rate Schedule**"). However, the Rate Schedule shall be adjusted annually based upon CONSULTANT's most recent public sector rate schedule.
- B. Section 1.4A notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) (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

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expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.5 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 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 City Manager and the Director of Community Development (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf

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Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services

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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 Ken K. Hira, President, 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 Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates,

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and

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provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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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, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of 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 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

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this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 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 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

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CONSULTANT's failure to comply with the insurance requirements set forth under this Article.

- 3.8 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and consultants) 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.
- 3.9 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

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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

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pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant

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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 (vii) 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 1.5, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services

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contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services

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CONSULTANT:

Kosmont & Associates, Inc.,
dba Kosmont Companies
160 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266
Attn: Larry J. Kosmont,
Chairman & CEO
Phone: (424) 297-1070

CITY:

City of San Fernando
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 prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services

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- 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.
- 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

PROFESSIONAL SERVICES AGREEMENT**Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services**Page 17 of 18

addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 COUNTERPARTS: This Agreement shall be executed in 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**Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services**Page 18 of 18

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: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City
Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. BACKGROUND AND OBJECTIVE

The City of San Fernando retained Kosmont Companies in September 2018 to provide real estate advisory services. Kosmont prepared the Downtown San Fernando Economic Development and Asset Analysis ("Downtown Analysis") and presented to the San Fernando City Council in March 2019. In April 2019, the City contracted Kosmont to provide additional real estate advisory services, beginning with one-on-one meetings with the City Council members regarding future analysis and implementation work. It was determined from the discussions that Parking Lot #3 ("Site") was a possible opportunity site for a catalytic entertainment / blended use development and that a developer selection process was a good next step. Accordingly, Client has requested that Kosmont prepare and issue a targeted Request for Qualifications/Proposals ("RFQ/P") to find the best development partner for a synergistic entertainment project with a potential blend of land uses. Kosmont proposes the tasks below to accomplish the objective.

II. SCOPE OF SERVICES

Task 1: Analysis of Deal Structures and Development Incentives

In advance of drafting the RFQ/P, Kosmont will analyze the advantages and disadvantages of different deal structures the City may pursue with a potential developer (e.g. sales, ground lease, P3). Additionally, Kosmont will also evaluate supplemental actions undertaken by the City to facilitate downtown revitalization, such as bond issuances, zoning changes, and other development incentives, as deemed relevant by Consultant.

Task 2: Community Input and Marketing Plan

Kosmont will participate in one (1) community/stakeholder meeting with City staff and local constituents and business owners to gather community input on desired uses for the Site. Consultant will take the information from the community meeting and apply it to a marketing strategy for the Site, including creating a targeted list of developers and developing marketing collateral for the Site to distribute to prospective developers.

Task 3: Targeted Request for Qualifications/Proposals (RFQ/P)

With City direction and input, Consultant will draft, release, and manage an RFQ/P process with targeted development for the potential acquisition and development of the Site. Activities will include targeted developer outreach and preparation and dissemination of Site material.

EXHIBIT "A"
SCOPE OF SERVICES

Task 4: RFQ/P Developer Due Diligence

Consultant will evaluate up to four (4) qualifications/proposals from development groups (unless otherwise modified as mutually agreed). Activities will include interviews of up to four (4) candidates (one day). Consultant will prepare an evaluation matrix in order to provide an assessment of potential developer candidates. Consultant and City staff will present prospective development plans at one (1) community/stakeholder meeting and gather additional insight. Lastly, Kosmont will assist City staff and make a presentation to the City Council, incorporating findings from the second community/stakeholder meeting, and seek Council approval to authorize the City Manager to enter into an Exclusive Negotiation Agreement (ENA) with the selected developer.

Task 5: Initial Transaction Structuring

Kosmont will assist the City with initial negotiation and public-private transaction structuring (e.g. review and input to ENA) with a selected party as it relates to the Site.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement. Kosmont anticipates the total scope of work to be completed within four (4) to six (6) months.

IV. COMPENSATION

Compensation for Tasks 1 through 5 is estimated at \$45,000 for professional services (hourly) fees at Consultant's billing rates as shown on Exhibit "B". Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Task	Estimated Budget
1) Analysis of Deal Structures and Development Incentives	\$5,000
2) Community Input and Marketing Plan	\$7,500
3) Targeted Request for Qualifications/Proposals ("RFQ/P")	\$10,000
4) RFQ/P Developer Due Diligence	\$17,500
5) Initial Transaction Structuring	\$5,000
Total – Professional Services (Hourly) Fees	\$45,000
Additional Meeting and Presentation Assistance	(Hourly)

Task budgets may be re-allocated between tasks as deemed appropriate by Consultant in order to adequately provide services to City and to remain on schedule and within overall budget. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

EXHIBIT "A"
SCOPE OF SERVICES

Consultant anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Any additional meetings (including publicly noticed meetings) that Client requests Kosmont's attendance, which are not included as part of the aforementioned tasks, will require Client approval in advance and will be billed at the professional services (hourly) fees as shown on the fee schedule in Exhibit "B".

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Exhibit "B". In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

EXHIBIT "B"**APPROVED RATE SCHEDULE****Kosmont Companies 2019 Public Agency Fee Schedule****Professional Services**

Chairman & CEO	\$375.00/hour
President	\$345.00/hour
Senior Vice President/Senior Advisor	\$305.00/hour
Vice President	\$210.00/hour
Senior Project Analyst	\$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 Exhibit "B".

- **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, 2019.

ATTACHMENT "B"
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 17th day of September 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. 10.

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 CONUSLTANT'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.

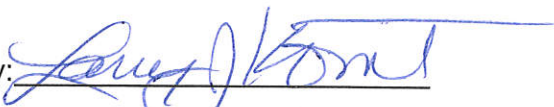
[Signatures Page to Follow]

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: Larry J. Kosmont
Title: President & CEO

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

*City of San Fernando
Real Estate Advisory Services
August 27, 2018
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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

City of San Fernando
Real Estate Advisory Services
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Page 3 of 3

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.

ATTACHMENT "C"

CITY OF SAN FERNANDO:

DOWNTOWN SAN FERNANDO ECONOMIC DEVELOPMENT AND ASSET ANALYSIS



MARCH 4, 2019

PREPARED BY:



Kosmont Companies | Kosmont Realty | Kosmont Transactions Services
1230 Rosecrans Avenue, Suite 630 | Manhattan Beach, CA 90266
(424) 297-1070 | www.kosmont.com | CA Broker #01182660

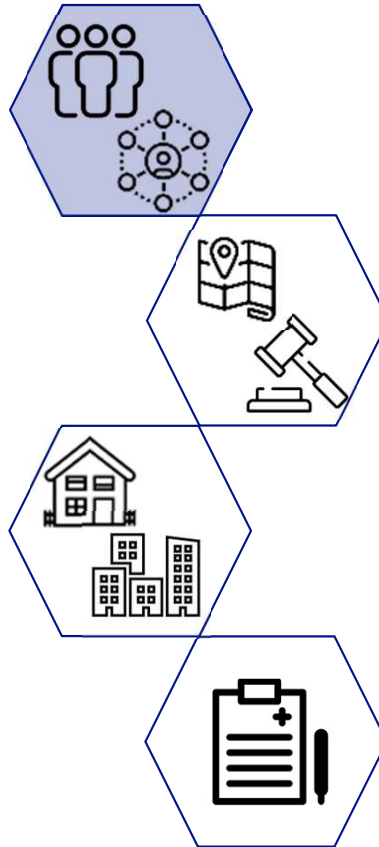
INTRODUCTION

- The City of San Fernando has recently completed the San Fernando Corridors Specific Plan to guide development in the downtown and surrounding areas.
- The City Council is seeking help understanding current real estate fundamentals and economic development tools in a Post Redevelopment ERA, in order to achieve economic growth and attract qualified developer interest.
- The City owns properties in the downtown and has hired Kosmont Companies to evaluate the assets given current market conditions and potential public private transaction negotiations.

OVERVIEW

- Communities and environments today are changing as a result of demographic, retail, and land use shifts.
- Land use is a function of City vision and zoning, market conditions, and execution of a plan by both the public and private sectors. Land use also varies by environment, such as urban, suburban, and rural communities.
- Economic Development has become a major priority for communities. In a post Redevelopment era, Econ. Dev. tools look different.
- Kosmont understands the evolution in land use and has applied new Economic Development tools to a wide array of different projects, including zoning strategies, public-private transactions, and asset strategies.

PRESENTATION OUTLINE



- **Global Changes**
- Economic Development
- Downtown San Fernando
- Conclusions and Recommendations

THE PLUMBING OF THE WORLD IS CHANGING

Technology is changing the way we live and consume

- Shifting retail & tenant mix, interaction, and connectivity (e.g. driverless cars, robots, big data)
- Retail adapting to changing social habits, bricks/clicks omni-channeling, focus is on *trips* vs. *sales*
- “Last Mile Delivery” reflects changes in buyer behavior & expectations: the new “store” is an industrial building

Green Economy: California shifting to a reduced carbon footprint “green” economy

- Mandates are aggressive and extensive
- Spur growth of clean, sustainable, environmental business initiatives to achieve compliance
- State approved 4 new “Housing and Sustainability” Districts; incentives for public/private projects

Economic Development Approaches are changing due to new focus of private investment

- Private Investment strategies based on digital-based lifestyle shifts, demographics, climate action mandates
- Cities need private \$\$ to create jobs, tax revenue, and housing
- Housing shortage affects all sectors; state-wide priority with local control at stake
- Automation driven job losses will require commitment to job creation and “continuous” education

BUSINESSES PURSUE RELEVANCE AND PROFITS IN A CHANGING WORLD

Consumption

Customers are buying differently

- Brick & Mortar vs Online
- Accelerated Demand for convenient/rapid delivery (last mile delivery)
- InstaCart, Doordash, UberEATS, Amazon, Wal-Mart

Commuting

People's movement patterns changing

- Economy of sharing (Uber/Lyft ride-sharing)
- Driverless/Autonomous cars & transit coming quickly
- Expanding Transit (multi-billion dollars from County sales tax measures)

Communication

People are communicating digitally

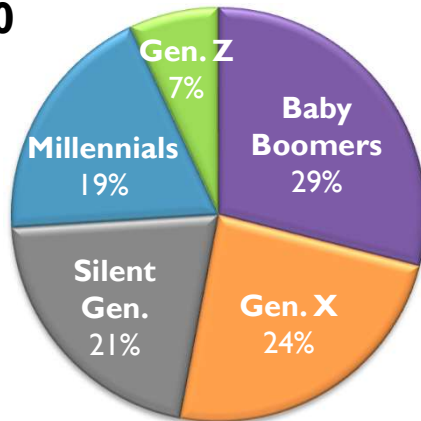
- Social Media (Facebook, Instagram, Twitter)
- Employee Recruitment (LinkedIn, Zip Recruiter, Indeed)
- Digital means local as well (Nextdoor)



**Public & Private Sectors
Must Focus on the 3 C's**

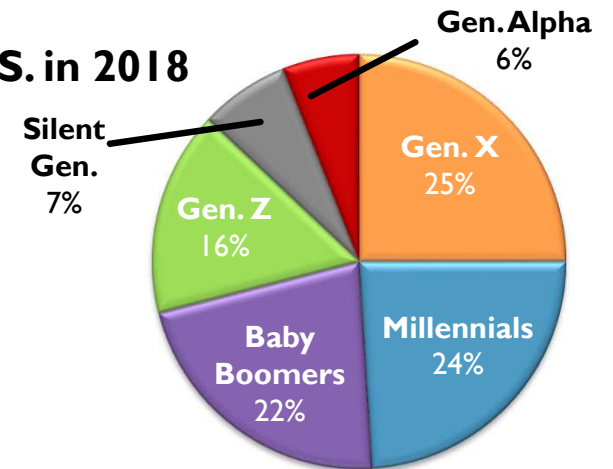
PURSUING THE MILLENNIAL CONSUMER

U.S. in 2000



- Millennials are **80 million** strong today and represent **\$600 billion** in spending power
- Generation Z (5 to 17 year olds) and Generation Alpha (0 to 4 year olds) are up and coming digital native generations

U.S. in 2018



Who they are

Education



Income



Habitation



Marital Status



Kids



What drives them

Experience



Personalization / Authenticity



Technology



Health



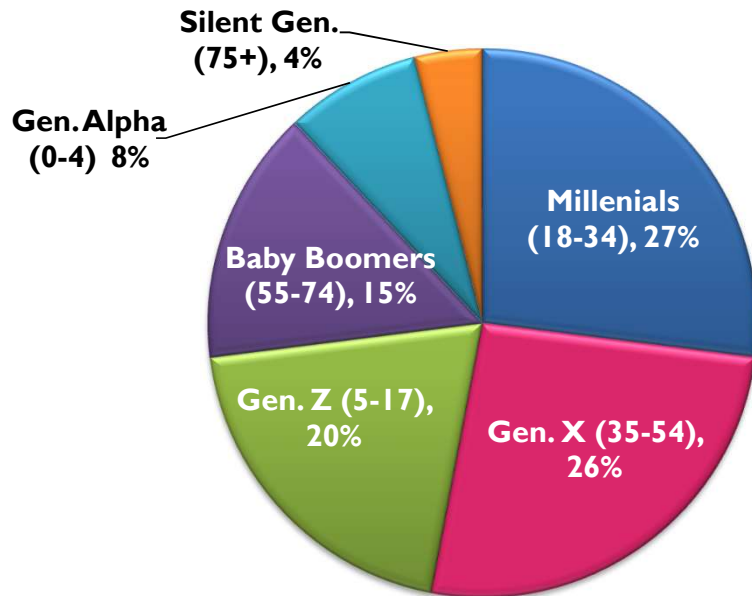
Social Good



Source: ICSC; ESRI (2018)

AGE PROFILE

San Fernando Population by Age Bracket in 2018



Did You Know?

- Millennials are the largest population segment in San Fernando
- 50% of Millennials prefer “finding” hidden local places than visiting tourist attractions (prefer authentic experiences)

Source: ESRI (2018); Expedia, “Millennial Travel Report”; Nielsen, “Millennial Travel Study”

Region	Median Age
City	32.0
County	35.7
State	36.2

Generation	Population (2018)
Millennials (18-34 years old)	6,650
Gen. X. (35-54 years old)	6,354
Gen. Z (5-17 years old)	5,019
Baby Boomers (55-74 years old)	3,807
Gen. Alpha (0-4 years old)	1,928
Silent Gen. (75+ years old)	964
TOTAL POPULATION	24,723

RETAIL MEETS INDUSTRIAL: DESTINATION OR DISTRIBUTION?

- THINK DISRUPTION AND BIFURCATION
- **Retail as much about *distribution* of goods as it is *destination* to consume goods.**
- ***Last Mile delivery*** is the timely goods movement to the final destination (home or pick up location)
- Consumers have ***multiple ways to shop for and receive goods***:
 - ***The Traditional Approach*** – Buy and pick up in store
 - ***Buy and Receive*** – Buy in store receive at home
 - ***Click and Collect*** – Buy online and pick up in store
 - ***Click and Receive*** – Buy online and receive at home
- Today....**Retail meets Industrial = REDUSTRIAL**
 - Growth from apparel, sporting goods, electronics, office supply, food
 - Still internet captures only approx. 9% of total retail sales



Sources: <https://www.retailcustomerexperience.com/news/omnichannel-retailers-big-winners-in-holiday-season/>; Shopping Centers Today, Feb. 2017, Datex; <https://www.statista.com/statistics/272391/us-retail-e-commerce-sales-forecast/>; <https://www.statista.com/statistics/379112/e-commerce-share-of-retail-sales-in-us/>

DESTINATION IS RETAIL

FITNESS



Divergent Crossfit; South Pasadena, CA

THEATRE / ENTERTAINMENT / CULTURE



Century Theatres; Mountain View, CA

RESTAURANT / BREWERY



Stone Brewing; Escondido, CA

COMMUNAL DINING MARKET HALLS



SteelCraft; Long Beach, CA

RETAIL SALES DRIVEN BY PLACE OR PACE OF DELIVERY

Destination	Distribution
Experience Food Entertainment Blended/Mixed Use	Industrial Fulfillment Click and Collect Last-Mile Delivery

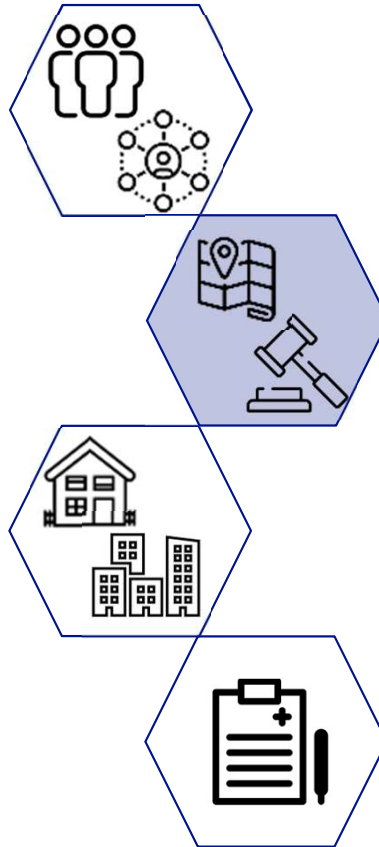


Blended/Mixed Use: Paseo Colorado; Pasadena, CA



Amazon Fulfillment Center; San Bernardino, CA

PRESENTATION OUTLINE



- Global Changes
- **Economic Development**
- Downtown San Fernando
- Conclusions and Recommendations

HOW DO CITIES ATTRACT ECONOMIC DEVELOPMENT?

The goals of the State include reducing the housing shortage and becoming greener. Cities will need to address these objectives by way of economic development projects such as blended/mixed use, transit, live/work/play environments.

Downtown San Fernando can benefit from utilizing publicly owned assets to advance economic development objectives and retaining/attracting retail dollars in the Downtown area.

Examples of case studies are presented herein.



ECONOMIC DEVELOPMENT CASE STUDIES

1. City of Buellton Avenue of Flags – *Zoning & Economic Development Tool Strategy*
2. City of Santa Clarita Old Town Newhall – *Public-Private Transaction Structuring*
3. City of Placentia Metro Parking Structure – *Asset and Public Improvement Strategy*

CASE STUDY #1: CITY OF BUELLTON

ECONOMIC DEVELOPMENT

Kosmont prepared an Economic Development Strategy and Implementation Plan for the City of Buellton:

1. Analysis

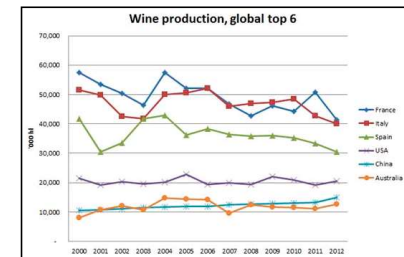
- Economic & Demographic Profile (Households, Industries)
- Market Supply and Demand Analysis (Retail/Industrial/Office)

2. Strategy

- Economic Development SWOT Evaluation
- Opportunity Site Assessment

3. Implementation

- Targeted Retailers / Developers / Businesses
- Matching with Prioritized Opportunity Sites
- Marketing/Outreach Activities
- Evaluation of Fiscal Impacts and Economic Benefits
- Financing / Zoning Strategies (e.g., D.O.R.™)



Development Opportunity Reserve (D.O.R.)™ TRADE-OFFS: CITY OF BUELLTON

- Incentives support Specific Plan Goals and Objectives and are placed into a “Reserve Account” for City to distribute on a case-by-case / project basis
- If developers provide specified community benefits / objectives, City rewards developers with incentives

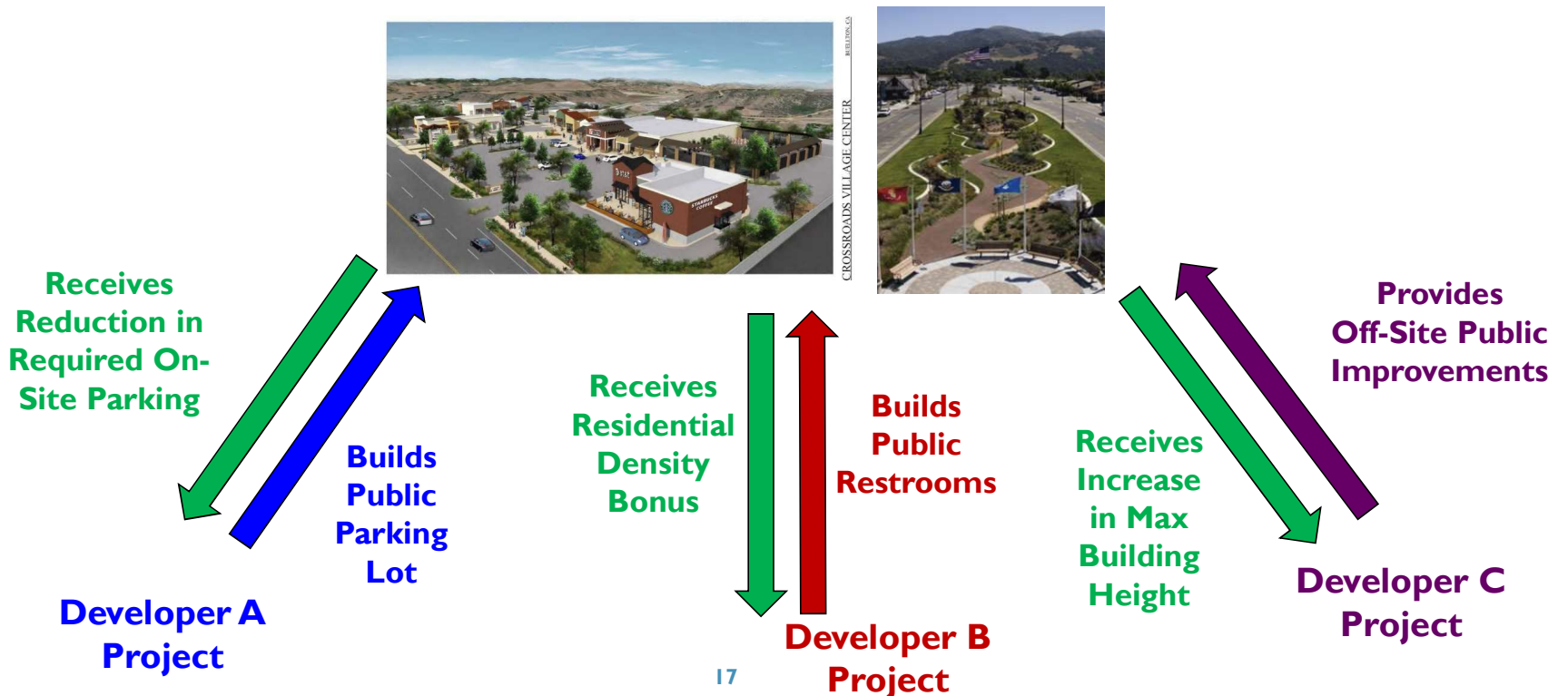
Potential Community Benefits / Objectives	Potential Incentives
<ul style="list-style-type: none"> • Construction of restrooms • Construction of an off-site public parking lot • Payment into, or creation of, a parking district • Construct off-site public improvements (curb, gutter, sidewalk, street widening) • Payment of an off-site trail fee • Payment of off-site water / wastewater fees • Installation of public art • Payment of a library fee • Adding additional green building features 	<ul style="list-style-type: none"> • Increase building heights from 35 to 50 feet • Reduce on-site parking requirements • Increase mixed-use residential density from 12 units per acre to 18-20 • Reduced rear yard setbacks • Allow land uses not allowed in the CR zone, such as 100% industrial • Reduced application fees • Reduced traffic fees of off-site public improvements are provided

Source: City of Buellton City Council Staff Report, October 23, 2014

CITY OF BUELLTON:

DEVELOPMENT OPPORTUNITY RESERVE (D.O.R.)™

Assigns new density to a County/City controlled Density Account (D.O.R.™) and allocates that density to a project that conforms to Community Vision, instead of awarding density to all property owners via a Specific Plan.



CASE STUDY #2: OLD TOWN NEWHALL

Vision for Old Town Newhall

- Create an Arts and Entertainment District - 2005 Specific Plan
 - Live theater entertainment
 - Museums
 - Special events
 - Art galleries
 - Night life
- Alternative to the mall
 - Unique shopping and dining experience – a downtown destination

City of Santa Clarita Investment

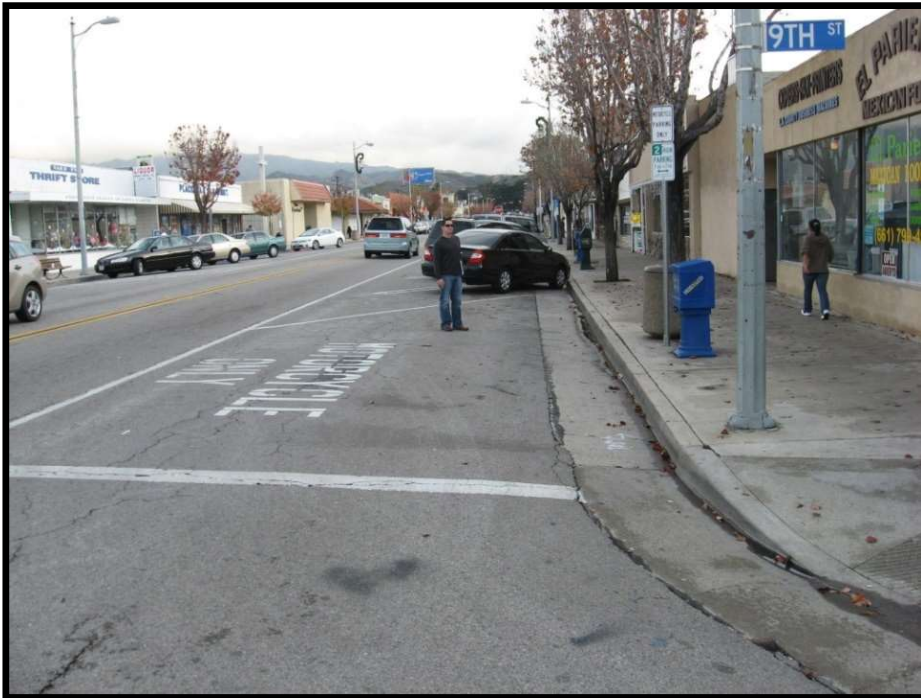
- City of Santa Clarita made substantial investment in public improvements and amenities in Old Town
- Kosmont issued Developer RFP and negotiated P3 transaction
- City gets fiscal impacts and economic benefits such as jobs, wages, taxes, a revitalized downtown core and improved quality of life
- City made the upfront investment in order to foster revenue not only from the project, but also from the entire Old Town District

NOTE: A net fiscal impact analysis which considers municipal service costs, as well as indirect and induced fiscal revenues generated by catalyst projects, should be conducted prior to recommending a strategy



OLD TOWN NEWHALL STREETSCAPE IMPROVEMENTS

Before



After



OLD TOWN NEWHALL FAÇADE IMPROVEMENTS

Before



After



OLD TOWN NEWHALL – CATALYST PROJECT



RESIDENTIAL / RETAIL MIXED-USE



RESIDENTIAL / RETAIL MIXED-USE



THEATER



PARKING STRUCTURE

CASE STUDY #3: PLACENTIA PARKING STRUCTURE

Transaction Structure – Public-private partnership: build-to-suit Capital Lease Structure

Challenge

- City owns properties adjacent to future Metrolink station
- Limited financial resources prohibits City from proceeding with development of properties
- New Metrolink station required City to provide parking spaces for Metrolink riders
- City **needs private developer** who will take on construction risk

PLACENTIA – PARKING STRUCTURE

Strategy

- **Public private deal structure** with a third party developer (RFQ process)
- Development of the **parking structure** will likely be financed through the use of **Lease-leaseback structure** or **lease revenue bonds**
- **Revenues** from parking structure will be used to **underwrite the bonds**
- **Other City Assets** (parks, etc.) may be pledged as security to help reduce credit risk
- If desired can utilize leveraged **funds** to finance (gas tax bonds)

PLACENTIA – PARKING STRUCTURE

Outcome

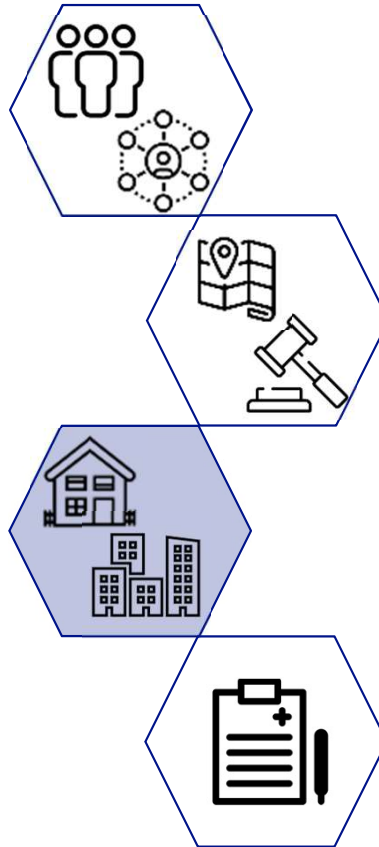
- The City leveraged its own assets and land for private development, public infrastructure, and overall economic development for the community
 - Transit Oriented Development (TOD) of parking structure adjacent to the future Metrolink station
 - Minimize cost of construction and transfer risk of cost escalation (GMP)
 - Complete project in an accelerated timeframe (no or limited bidding process)
 - Finance TOD project as part of revitalization of downtown Placentia
 - Prevailing wage did not factor into this transaction
- In addition to the parking structure site, the City of Placentia issued an RFP for a potential hotel development on another set of parcels it owns. This land will be sold for market value and the City is currently in an Exclusive Negotiation Agreement (ENA) with a developer
- The City has also embarked on creating a specific plan for the transit-oriented area and are currently looking at highest and best use options

STRATEGIES FOR PROSPEROUS COMMUNITIES

- Basis of successful Community Development prioritizes place-making, transit-oriented development (TOD), greenhouse gas reduction, and sustainable infrastructure.
- Goal of successful Community & Neighborhood Development is to attract and retain business, jobs, and increase cities' tax base.
- Trends in CA public policy, demographics, and retail shape this generation of Community Development projects
- Projects implemented through application of Econ. Dev. tools:
 - Land use / zoning and D.O.R.TM
 - Tax increment financing (EIFD / CRIA)
 - Private-private sector investment and financing (SSTR)
 - Special Districts



PRESENTATION OUTLINE



- Global Changes
- Economic Development
- **Downtown San Fernando**
- Conclusions and Recommendations

EVALUATE AND STRATEGIZE

Assets must be evaluated

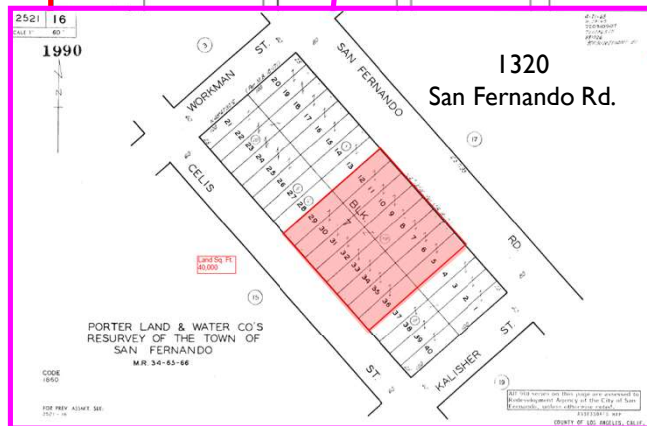
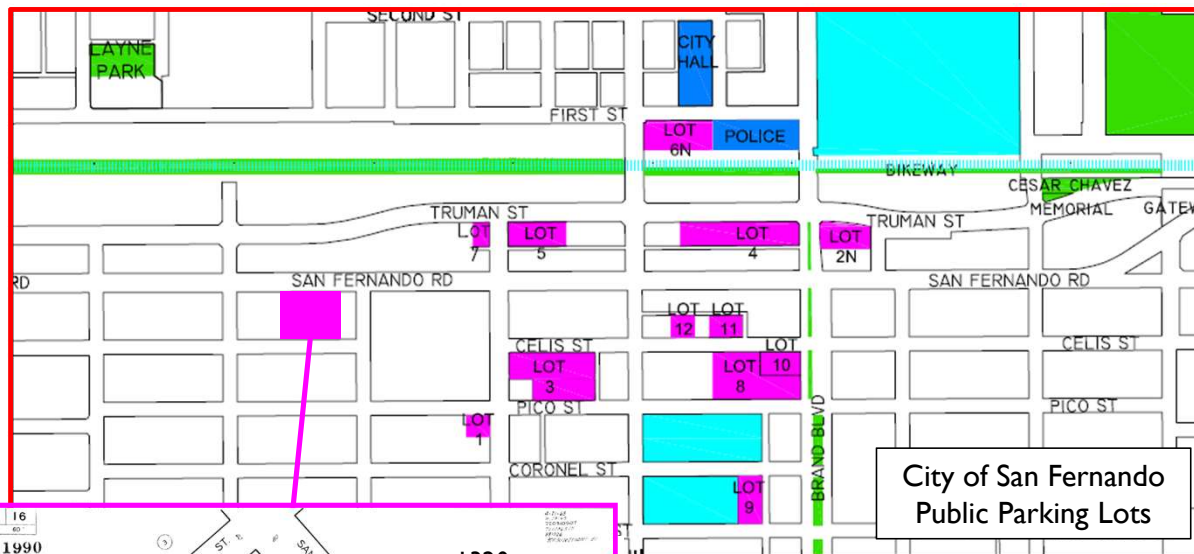
- Evaluate asset's maximum potential
- Determine highest and best use
- Align potential of asset with needs of the:
 - Community
 - Public Agency

Optimal asset management strategies

- Maximize revenues
- Optimize costs
- Minimize risks
- Realize public agency's objectives
- Sustain economic development in the community

WHAT ASSETS?

City of San Fernando



WHAT ASSETS?

City of San Fernando owns 13 public parking lots in the downtown area with 784 parking spaces, many for the San Fernando Mall businesses

- Lots 1, 7 and 12 are very small lots (less than 7,500 SF), making blended/mixed-use development impractical
- Lots 3, 5, 8 & 10 are required to include at least 144, 59, 96 and 39 public parking spaces respectively - requiring parking structure
- Lots 8 and 10 are 60,000 SF of contiguous land, making mixed use development with a parking deck feasible
- Lot 3 is 62,876 SF with access on Celis St. and Pico St.
- Lot 6 is of significant size, but is located adjacent to City Hall and is not in mixed-use zone. Lot 6 is also adjacent to a future Metro Light Rail Transit (LRT) station
- Lot 4 is 1.2 acres with frontage on Truman St. and suitable for blended/mixed-use
- Lot 5 is 0.5 acres with access on San Fernando Mission Blvd. and Truman St.
- Lot 2 is well located but already is a multi-level parking deck
- Lot 9 is almost 0.5 acres, but located outside downtown zone
- 1320 San Fernando Rd. is a 0.9-acre, mid-block site between S. Workman St. and S. Kalisher St. located within the downtown area. Frontage on San Fernando Rd. makes the site suitable for blended/mixed-use development, primarily residential

CORRIDORS SPECIFIC PLAN: ***GOALS AND DISTRICTS***

Established in 2017 to Guide New Development in Downtown

Land Use and Development Goals:

- Revitalize City's commercial corridors – small-town, mixed use
- Enable a walkable, multi-modal environment with a mix of uses within walking distance of the Metrolink Station, future LRT stations, and Downtown San Fernando
 - Maclay Ave., Truman St., San Fernando Rd., and First St. corridors

Relevant Specific Plan Districts and Overlays

- Downtown – mixed-use, TOD, active storefronts; increased FAR/height in Downtown Overlay surrounding mall
- Mixed-Use Corridor – neighborhood connecting to Metrolink
- Auto Commercial – auto sales with retail/office mix
- Maclay – new housing/commercial compatible with adjacent residential; mixed-use in Neighborhood Services Overlay at Glenoaks and Eighth St.
- Workplace Flex – commercial/industrial; limited industrial allowed in Flex-Use Overlay north side of Truman
- General Neighborhood – multi-family housing with transition to adjacent single-family housing

SPECIFIC PLAN DEVELOPMENT STANDARDS



Source: San Fernando Corridor Specific Plan § 4.1-4.4

Parking lots are located in Downtown District in Residential Overlay (near San Fernando Mall):

- Mixed-use, TOD, active storefronts
- Freestanding stores, auto-oriented buildings, drive-up services prohibited
- Increased max FAR
- Extra story of development
- Upper floor residential uses with CUP

Generally allowed land uses:

- Parking
- Residential (CUP)
- Retail, Service, Entertainment, Lodging and Office

General development standards:

- Max FAR = 3.0 non-residential; 3.5 residential mixed-use
- Max residential density = 50 du/ac
- Max height = 4 stories, 50 ft.
- Setback = 0 ft.

ASSET MANAGEMENT POLICIES

Asset Management Best Practices Include:

- Define/Prioritize long term community needs
- Develop a financial plan
 - Understand long term capital requirements
 - Identify capital sources
 - Provide reserves for regular maintenance of real estate assets
 - Focused economic development initiatives to increase tax base
 - Long term ground leasing of surplus real estate

DETERMINE PROGRAM/CONCEPT

- Determine the highest and best use for the asset to generate the maximum value for the public agency, as well as the community. Your highest and best use may be different than that of the private sector.
- Initial project concept is further refined through:
 - Market analyses
 - Economic feasibility studies
 - Status of entitlements
 - Environmental compliance
- Highest and best use must be supported by an optimal mix of product types and basic building parameters: square footage, number of units, amount of open space, height of building, parking, amenities.

POTENTIAL TAX REVENUES

Real estate development offers numerous ways to address City financials:

- Revenue from land sales/ground lease income
- Revenue from increased tax base:
 - Property tax from increase in assessed value
 - Retail sales taxes from visitor spending
- Potential for impact fees/inclusionary units at building permit (housing, traffic)
- Community Facilities District and/or Enhanced Infrastructure Financing Districts for infrastructure
- Density is key to feasibility – what is minimum threshold?

MARKET AND FINANCIAL VIABILITY

Is the project responsive to market demand?

- Look at tomorrow's market not just today's market
- Define the primary market area for the project
- Determine current and future competition
- Researching demographic and market trends

Determine if project fulfills the current and future demand of potential users in the market area

- Absorption
- Pricing
- Quality/design/amenities

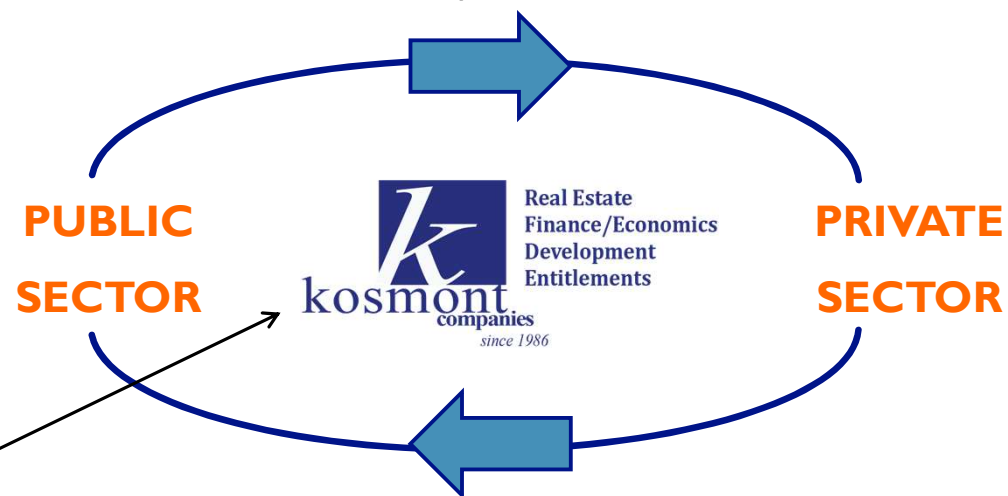
How can public agency attract private equity/debt to make assets productive?

LEVERAGING PRIVATE INVESTMENT

- **Public-private partnerships (P3)** can be utilized to make productive use of underutilized public assets
- The asset can also be an investment in a P3 to **generate income for the public agency**
- Primary P3 Transaction Structures:
 - Ground Lease
 - Sale-Leaseback
 - Sale
- Utilize non-traditional revenues

Intermediaries (like Kosmont) are the translator between the public and private sectors and can assist both parties in solving issues in the public-private partnership (P3). Kosmont assists in vetting the project merits and challenges of a P3 deal.

The public sector needs private investments. The private sector is in the business to access capital and take risks.



The private sector needs the public sector as their partner. Private sector developers need assistance with entitlements and at different times may partner with the City when there are financial implications (e.g. developer needs to install public infrastructure and City could help with public improvements.)

LEVERAGING PRIVATE INVESTMENT (CONT.)

Ground Lease Transaction

Ground Lease of public land to private entity for development and operation of public-use or private-use property (potential economic development tool), but can be difficult to get loan financing

Typical Process and legal documents:

- Request for Qualifications (RFQ) / Request for Proposals (RFP)
- Exclusive Negotiation Agreement (ENA)
- Memo of Understanding (MOU) Non-binding
- Disposition Agreement (DA)
- Ground Lease (GL)
- CEQA/EIR

LEVERAGING PRIVATE INVESTMENT (CONT.)

Sale – Leaseback Transaction

- Public agency *sells* property to a private entity and *leases* it back simultaneously on long term basis
- Private entity makes an equity investment in the property and in return gets benefit of ownership
- Public agency gets a stable cash flow and an opportunity to lease back the facility at an affordable rate
- Private sector owns the property at the end of the lease (unless Joint Powers Authority (JPA)* transaction wherein public agency gets ownership at end)
- Method of raising funds for capital projects that may be less costly than issuing tax exempt bonds

***Note:** A Joint Powers Authority (JPA) is a legally created entity that allows two or more public agencies to jointly exercise common powers. Such an entity provide public agencies the ability to provide services in an efficient and cost-effective manner; **Source:** <https://www.bbknowledge.com/general/the-ins-and-outs-of-joint-powers-authorities-in-california/>

LEVERAGING PRIVATE INVESTMENT (CONT.)

Sale Transaction

- Public agency finds best developer/partner through RFQ/RFP selection process
- Public agency *sells* property to a private entity and controls entitlement process and development terms
- Private entity makes an equity investment in the property and in return gets benefit of ownership and asset appreciation
- Public agency gets an influx of cash capital
- Private sector owns and operates project potentially subject to Development Agreement performance measures

LEVERAGING PRIVATE INVESTMENT (CONT.)

Non-traditional Revenues and Approaches

- Signage, advertising, billboards, and wireless telecommunications facility leases can add significant revenue at little capital cost
 - Can you create a signage district?
 - Do you have sites with high visibility and high traffic?
- Kiosks also generate high rents per square foot
- Public messaging a benefit to community, programs and business districts, and city's marketing/outreach

REAL ESTATE MARKET DATA (HIGH LEVEL)

RETAIL MARKET

At a regional level, the East San Fernando Valley retail market has 95% occupancy with average rents of \$25 psf.

In City of San Fernando there is a 98% occupancy rate for the 1.8 million gross SF of inventory, up significantly from recession low of 90%. However, there has been less than 30,000 SF of new construction in past decade

Average rent rates are about \$25 psf, showing a strong recovery from peak recession lows around \$16 psf, but below levels needed to justify new development at current land values. New development will require higher rents

Asking rents for vacant space in the San Fernando Mall area above \$30 psf indicating better economic potential.



REAL ESTATE MARKET DATA (HIGH LEVEL) – CONT.

RETAIL MARKET (CONT.)

Consumer demographic analysis indicates that San Fernando is capturing more than its fair share of sales in most retail categories, indicating the city is a regional draw with respect to restaurants, general merchandise, grocery stores and home furnishings.

However, the City faces growing competition with many of today's consumers spending more in large discount warehouses (value shopping) and on e-commerce websites, such as Amazon.com (convenience shopping).

With significant online channels for purchasing clothing, shoes, and an array of soft goods, even the most vibrant communities are faced with reduction in retail brick and mortar formats. Despite this trend, the City has strong soft goods demand.

Key to maintaining a healthy retail market is creating dining and entertainment gathering places that provide social experiences, including more blended use with office and residential nearby.

REAL ESTATE MARKET DATA (HIGH LEVEL) – CONT.

OFFICE MARKET

The East San Fernando Valley office market is a small component of the Los Angeles office employment sector, with less than 9 million SF of space, primarily class B/C.

Vacancy rates at 6% are relatively healthy, while average gross monthly rents are \$28 psf.

Office building sale values are approximately \$250 psf, well below levels needed to justify new development.

For the City of San Fernando, there is only 450,000 SF of office inventory, with vacancy at approximately 3% and average rents of \$25 psf (full service gross) up 40% from recession levels.

There has been little new construction in the past 10 years.

REAL ESTATE MARKET DATA (HIGH LEVEL) – CONT.

The San Fernando area is a predominately single family suburban community with above average household size.

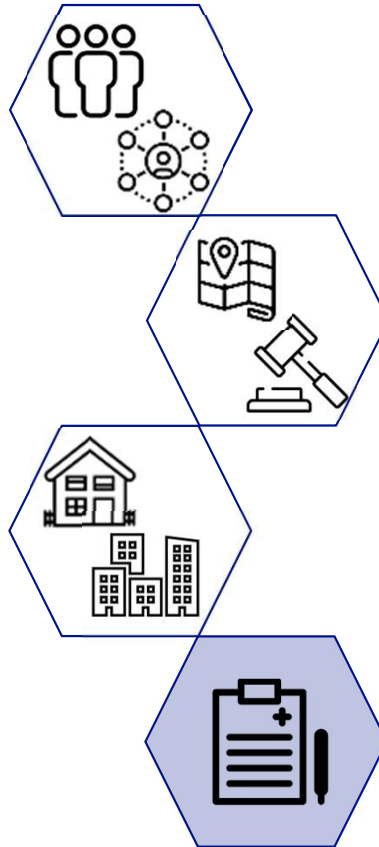
APARTMENT MARKET

The North San Fernando Valley apartment market, as defined by CoStar, has only 5,500 apartment units, with 85% being older class B/C units.

Average rents are \$1,500 per month in 2018, as vacancy rates have steadily declined over the past decade down to 2.5%. Class A apartments are achieving rents of \$2,250 per month.

For the City of San Fernando, there are approximately 1,100 apartment units, with only 53 new units constructed since 2012. Even at peak of the 2008-10 recession vacancy rates were only 4-5%. Today's average rents are only \$1,000 per month, and clearly not high enough to justify new construction.

PRESENTATION OUTLINE



- Global Changes
- Economic Development
- Downtown San Fernando
- **Conclusions and Recommendations**

HIGHEST AND BEST USE SITE ANALYSIS

Kosmont has examined the 13 parking lots for new development potential using a SWOT analysis:

Strengths

- Metrolink and other new regional transit station
- I-5 freeway access
- Healthy retail market
- Vibrant downtown

Weaknesses

- Smaller parcel sizes (need 0.5 to 1.0 acre to do blended-use)
- Replacement parking for parking lots 3, 5, 8 & 10 increases cost

Opportunities

- Potential for entertainment uses
- Multi-family transit oriented development (TOD)

Threats

- High land values (\$75 - 95 psf) are major challenges to development
- E-commerce is a major threat to soft good retailers, limiting new retail development

CONCLUSION

- Blended-use development appears to be challenged by lower current residential market rents – New multi-family product may warrant higher residential rents and/or may need to consider condominiums instead of apartments
- The entertainment/retail market is healthy - opportunities for substantial new development need to be identified
- The office market is not strong enough with rents too low to support significant new development
- With land values so expensive, high density and zoning strategies are of utmost importance. Need large enough parcel to accommodate parking and integrated blended uses (explore parking strategies)

CONCLUSION (CONT.)

Based on the SWOT analysis Kosmont recommends the following parking lots for development:

- Lot 3, potentially combined with closure of Celis St. is a prime location for blended use development and replacement parking
- Lot 6, although not in the mixed-use zone, is a good site for entertainment / retail and possible office
- Lots 8 & 10 combined total 60,000 square feet, leaving adequate room for a multi-level parking garage and 3-4 story blended use development
- 1320 San Fernando Rd. is a 0.9-acre, mid-block site located in the downtown area. Frontage on San Fernando Rd. makes the site suitable for blended/mixed-use development, primarily residential

To evaluate the financial feasibility, Kosmont prepared a preliminary pro forma to illustrate the potential development value and developer profit from both mixed-use and 100% commercial developments on a 40,000 SF site.

See Blended-use and Commercial Development Pro Formas

BLEND-USE AND COMMERCIAL DEVELOPMENT SAMPLE PROFORMAS

Exhibit 1				
San Fernando Corridor SP				
Feasibility Per Specific Plan Limits				
Residential Units	30	850	sf	
Commercial SF	20,000			
Pro Forma				
Stabilized Income:				
Residential Gross income		\$2.80	per month	\$856,800
Less: Vacancy Factor		4.0%	of rent	(34,272)
Commercial Gross income		\$27	PSF	\$540,000
Less: Vacancy Factor		8.0%	of rent	(43,200)
Effective Gross Income				1,319,328
Maint., Taxes & Insurance		35.00%	of Apt EGI	(341,885)
Net Operating Income				977,443
Development Costs				
Land	\$ 75.00			\$ 3,000,000
Arch & Engineering	4.0%			439,283
Resid. Construction	\$ 200			5,862,069
Comm. Construction	\$ 175			3,500,000
Construction - Parking	18,000			1,620,000
FF&E	7,500	per apt unit		225,000
Leasing	\$ 1,500	and 5% Leasing commission		45,000
Financing	6.0%	30 mths		873,476
Taxes & insurance	1.0%			116,914
Developer Overhead	3.0%	of costs		380,452
Contingency	5.0%	of costs		634,087
Total Costs				16,696,281
Stabilized Value @	6.00%			\$16,290,720
Developer Profit				(\$405,561)
Profit Margin				-2.4%

Exhibit 2				
San Fernando Corridor SP				
Full Commercial Development				
Commercial SF	30,000			
	0			Pro Forma
Stabilized Income:				
Gross income		\$30		\$900,000
Less: Vacancy Factor		8.0%	of rent	(72,000)
Effective Gross Income				828,000
Non-Reimburs Expenses		10.00%	of EFG	(82,800)
Net Operating Income				745,200
Development Costs				
Land Value	\$ 75.00			\$ 3,000,000
Arch & Engineering	4.0%			222,000
Construction - Building	\$ 175			5,250,000
Construction - Parking	\$ 2,000			300,000
Tenant improvements	\$ 40			1,200,000
Leasing	5.0%	x 7.5 yr Lease		310,500
Financing	6.0%	18 mths		327,713
Taxes & insurance	1.0%			72,825
Developer Overhead	3.0%	of costs		230,491
Contingency	5.0%	of costs		384,152
Total Costs				11,297,681
Stabilized Value @	6.00%			\$12,420,000
Developer Profit				\$1,122,320
Profit Margin				9.9%



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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THANK YOU QUESTIONS AND DISCUSSION

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APPENDIX

ECONOMIC & DEMOGRAPHIC PROFILE

POPULATION & HOUSEHOLD DEMOGRAPHICS

2018 DEMOGRAPHIC HIGHLIGHTS

Population & Households

- Population of ~24,700 and ~6,200 households within the City
- Population of ~10,288,900 and ~3,369,700 households within Los Angeles County

Income

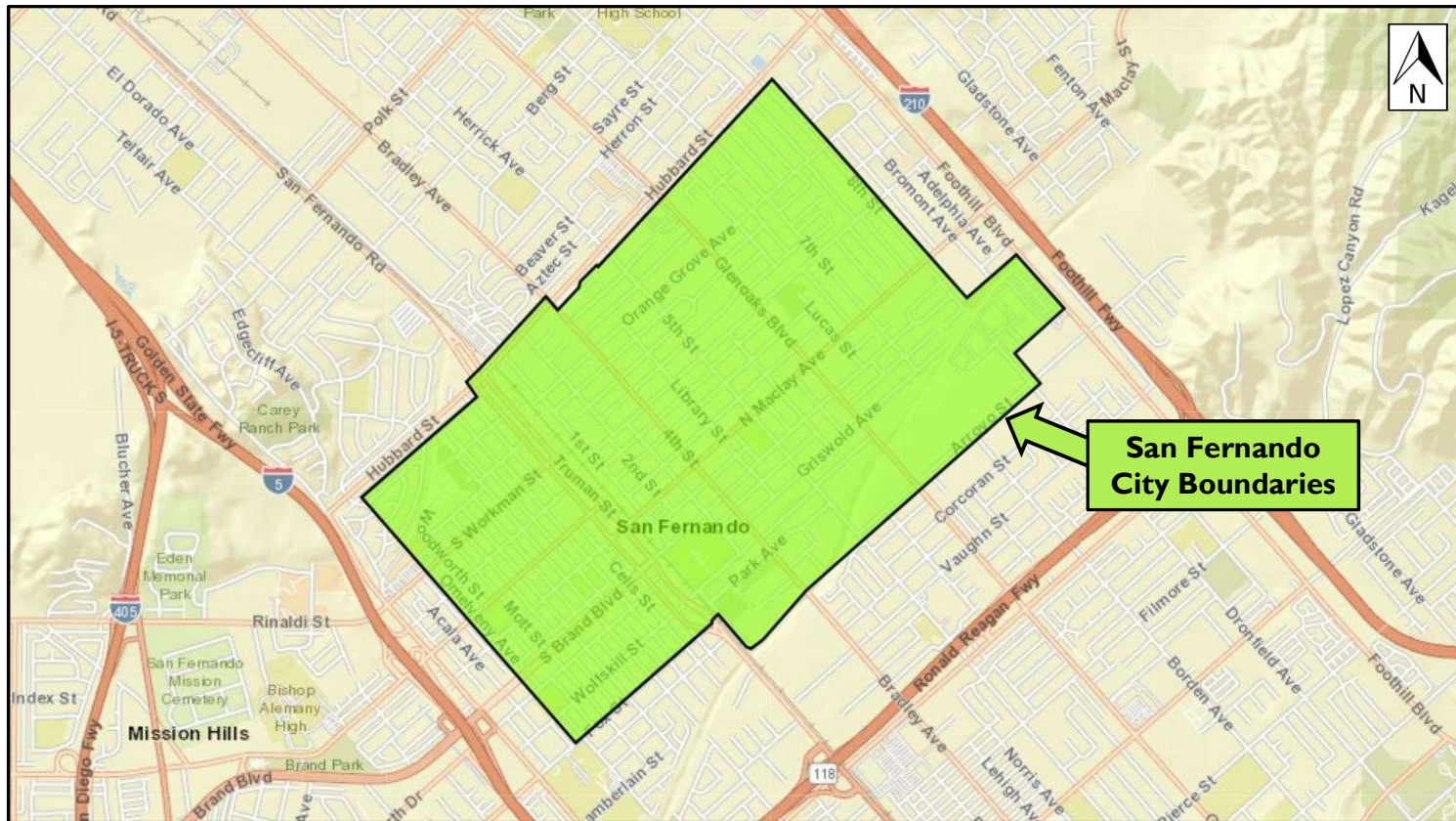
- Avg. HH income ~\$63,000 in City and ~\$94,900 within Los Angeles County
- 1.82% annual growth projected for HH income over next 5 years in City

Other Demographic Characteristics

- Average household size of 3.97 in City (larger than County and State)
- Median age of 32.0 in City (younger than County and State)
- ~12% Bachelor's Degree or higher (lower than County and State)
- Race: ~51% White, ~42% Some Other Race, ~4% Two or More Races
- Ethnicity: ~93% Hispanic in City

Source: ESRI (2018)

SAN FERNANDO CITY LIMITS



Source: ESRI (2018)

POPULATION & INCOME

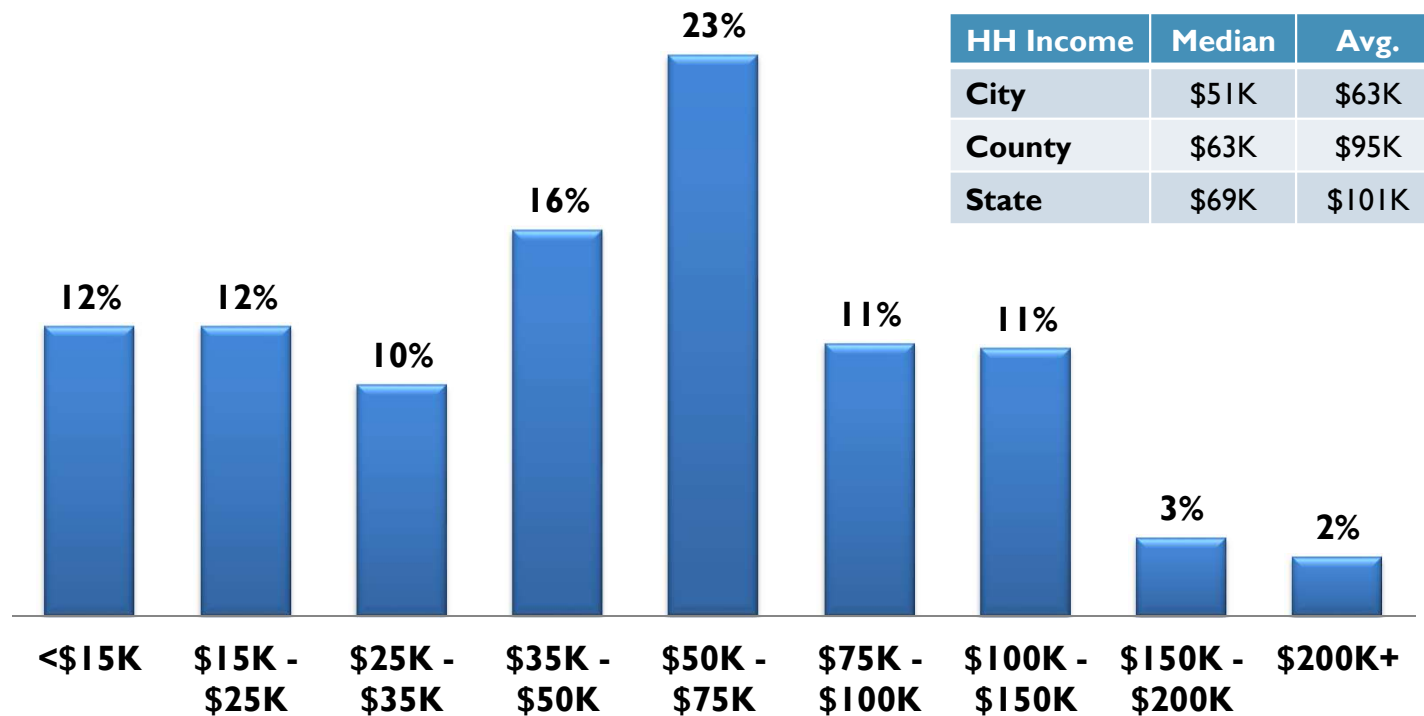
CITY, COUNTY, AND STATE

<u>2018</u>	City of San Fernando	County of Los Angeles	State of California
Population	24,723	10,288,937	39,806,791
Households	6,190	3,369,650	13,336,104
Average HH Size	3.97	3.00	2.92
Median Age	32.0	35.7	36.2
% Hispanic Origin	93.3%	49.0%	39.6%
Per Capita Income	\$15,969	\$31,653	\$34,254
Median HH Income	\$50,618	\$62,751	\$69,051
Average HH Income	\$62,961	\$94,861	\$100,620
<u>2018-2023 Annual Growth Rate</u>			
Population	0.47%	0.54%	0.82%
Median HH Income	1.82%	3.87%	3.47%

Source: ESRI (2018)

INCOME PROFILE

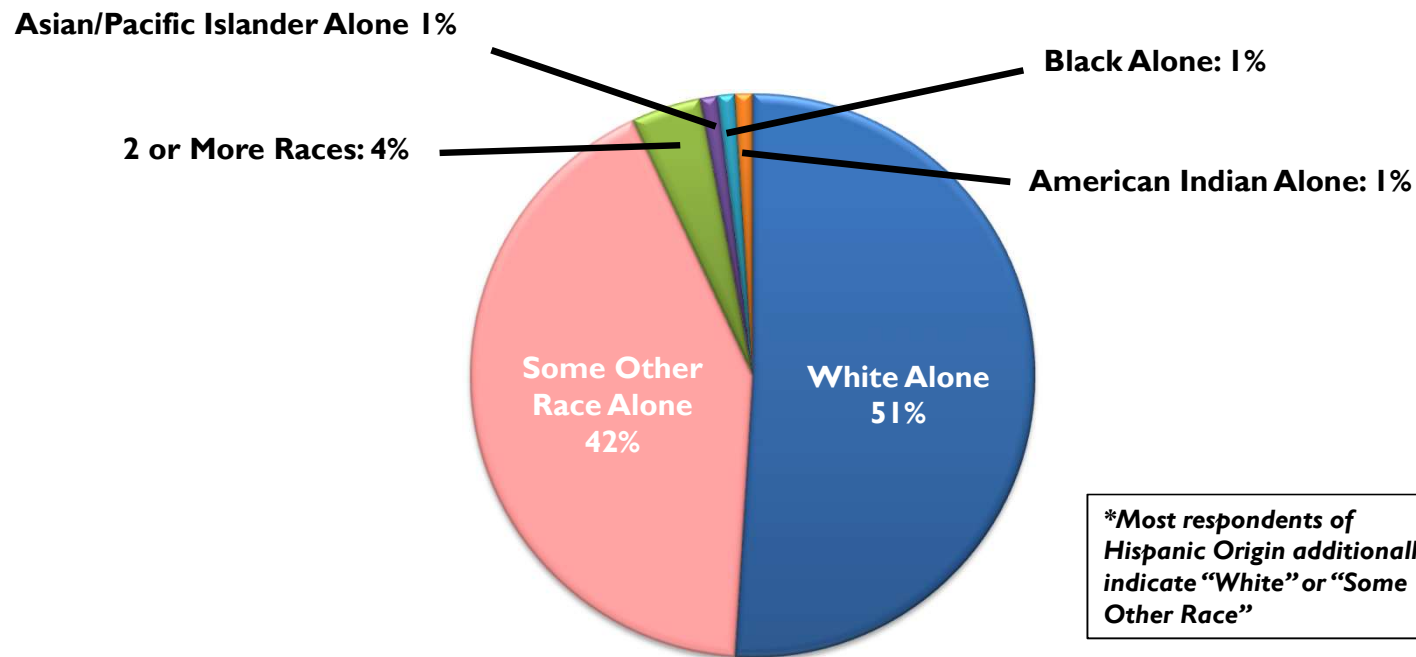
City of San Fernando – 2018 Households by Income Bracket



Source: ESRI (2018)

RACE & ETHNICITY

City Population by Race & Ethnicity in 2018



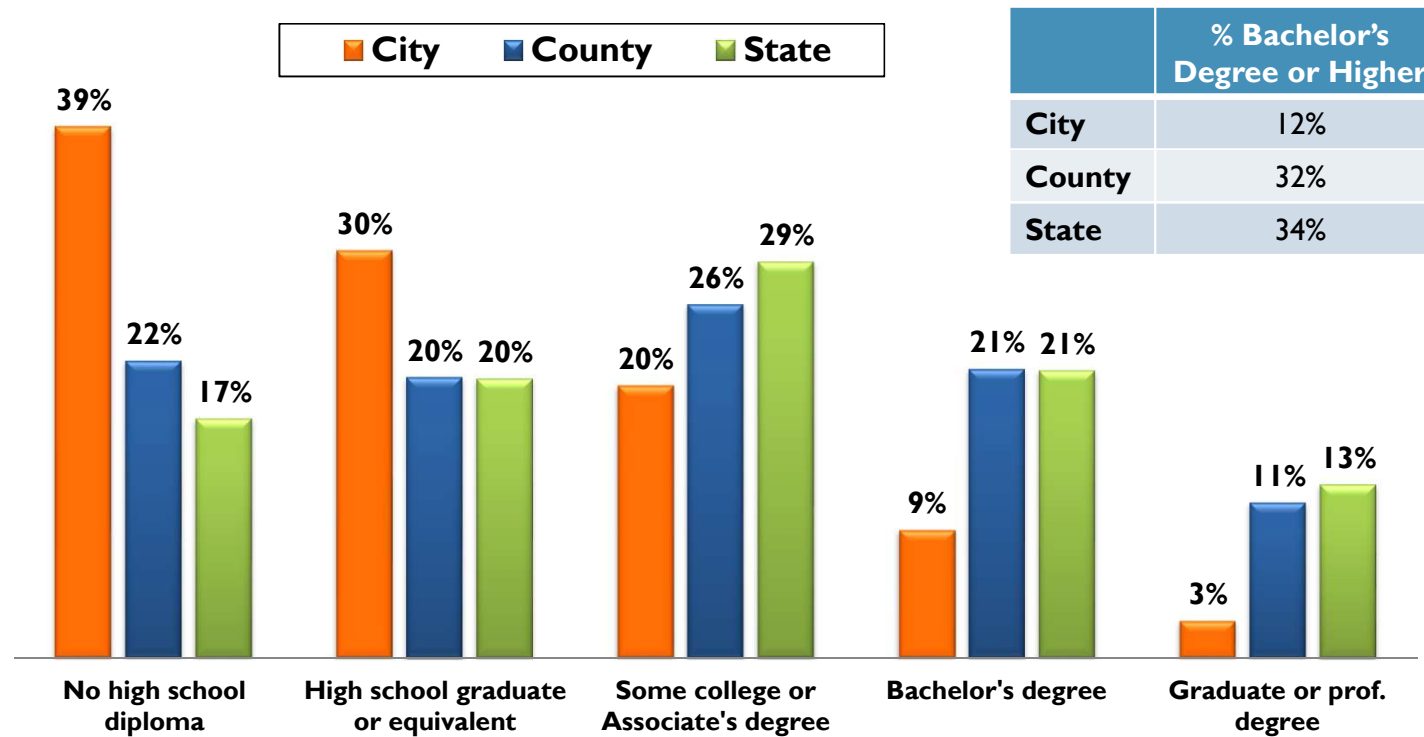
Hispanic Origin of Any Race: 93%

Note: U.S. Census Bureau defines race and ethnicity as two separate and distinct identities. One Census question asks respondents which socio-political race (of categories in pie chart above) they associate most closely with, and a separate question asks whether they associate with "Hispanic, Latino, or Spanish origin" or not (defined as ethnicity).

Source: ESRI (2018)

EDUCATIONAL ATTAINMENT

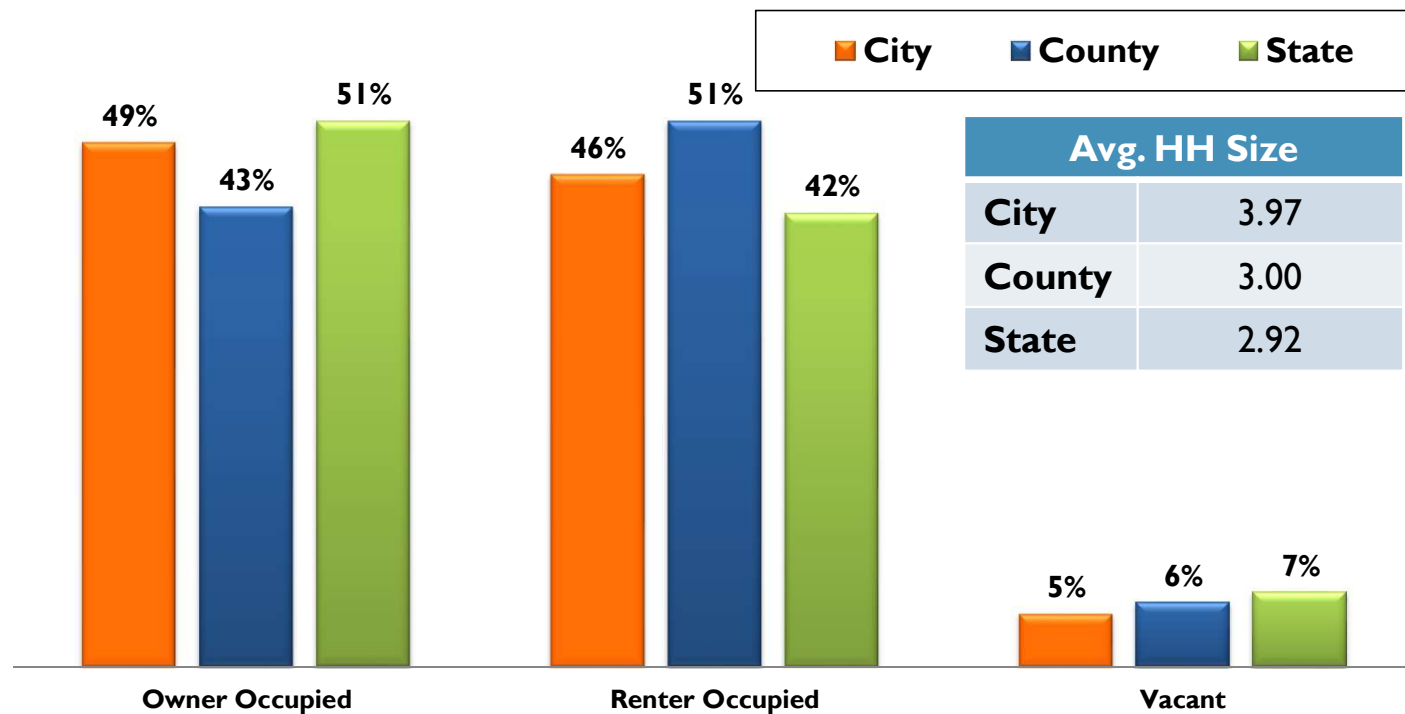
Population Aged 25+ by Educational Attainment in 2018



Source: ESRI (2018)

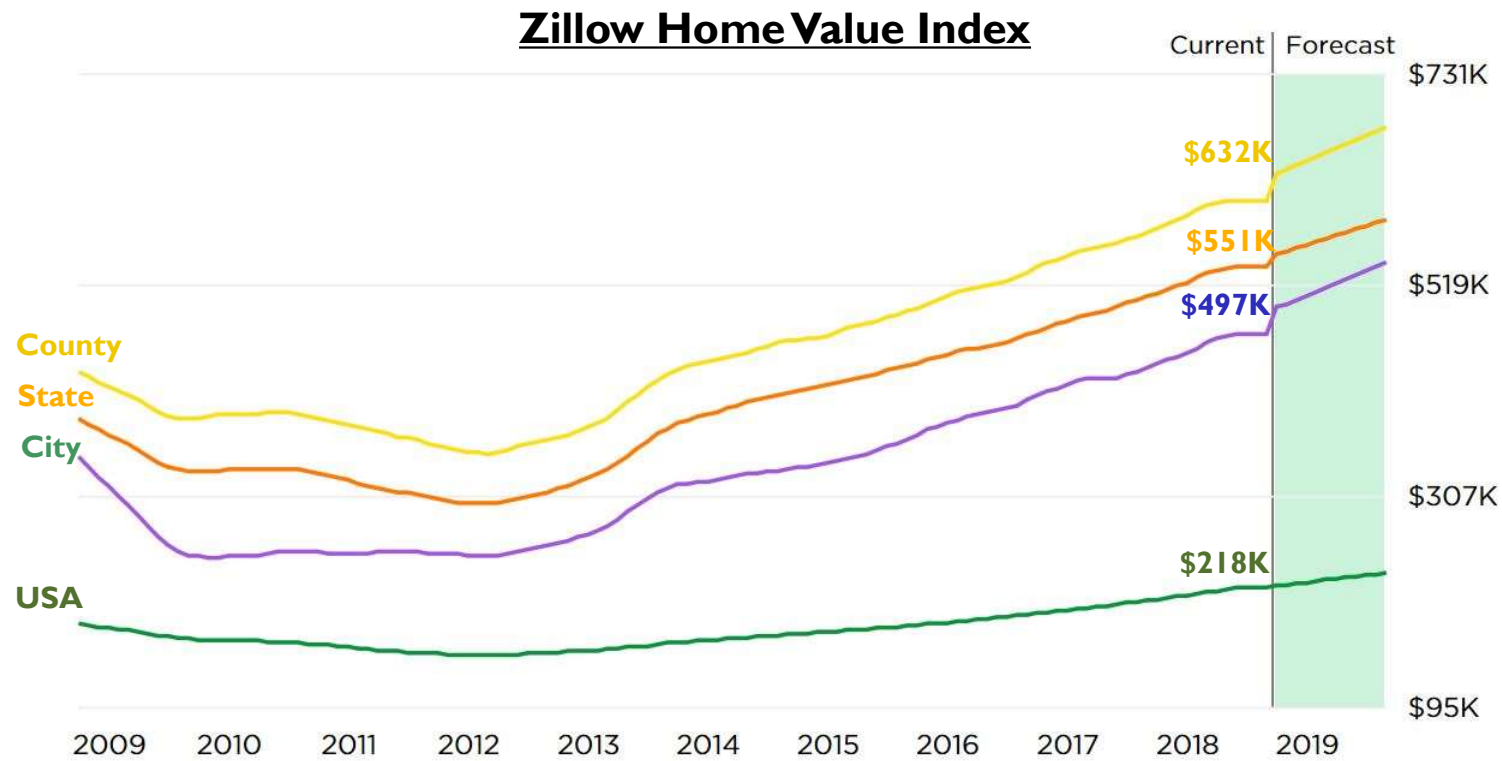
HOUSING & HOUSEHOLD SIZE

Housing Breakdown (2018)



Source: ESRI (2018)

HOME VALUE HISTORY



Source: Zillow.com (Sept. 2018)

POPULATION SEGMENTATION PROFILE

“Tapestries” in City		Description
1. Urban Villages	55%	<ul style="list-style-type: none"> • Multicultural, multigenerational, and multilingual households • More than half the population 25 and older have a high school diploma or some college • Homes are typically single-family and owner occupied • Consumers are brand and status conscious, but many purchases are for the family esp. children; Enjoy shopping at Costco, Trader Joe's, Target, and Macy's
2. Las Casas	41%	<ul style="list-style-type: none"> • A family-oriented market with multigenerational households (high average household size of 4.12) • Young population, average labor force participation, high unemployment • Homes are primarily renter-occupied in single-family and multi-unit buildings • Consumer spending reflects their children – baby food, furniture, children's apparel – and convenience – fast food and family restaurants
3. Southwestern Families	4%	<ul style="list-style-type: none"> • Young, majority Hispanic families • While 32% have attended or graduated college, 40% have not completed high school, limiting employment prospects • About 55% own, 45% rent single-family homes within a mix of urban city centers and metropolitan area suburbs • Budget-conscious consumers; Enjoy shopping at Walgreens, dollar stores, and discount department stores

Source: ESRI (2018)

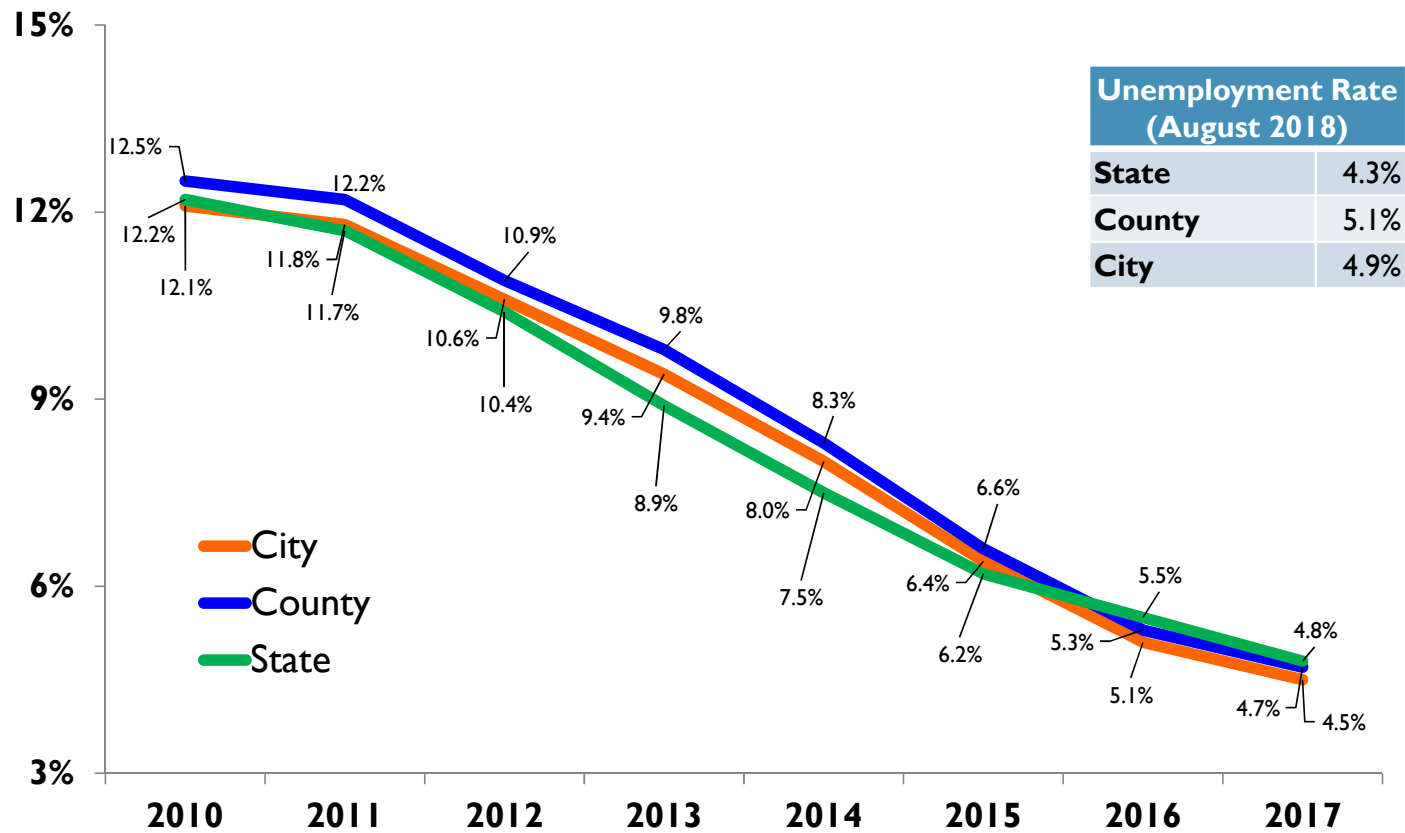
SUMMARY: POPULATION & HOUSEHOLD DEMOGRAPHICS

- Younger population - median age of 32.0 in City (younger than County and State median ages)
- Majority of San Fernando's population is of Hispanic origin (93%); Households are multigenerational and blue collar
- Average household size of 3.97 is larger than both Los Angeles County and State average household sizes; Average household income for the City is lower than the County and State average household incomes
- Educational attainment in San Fernando is lower than that of the County and State with a sizable population (39%) of residents not completing a high school education

ECONOMIC & DEMOGRAPHIC PROFILE

UNEMPLOYMENT & EMPLOYMENT BY INDUSTRY

UNEMPLOYMENT

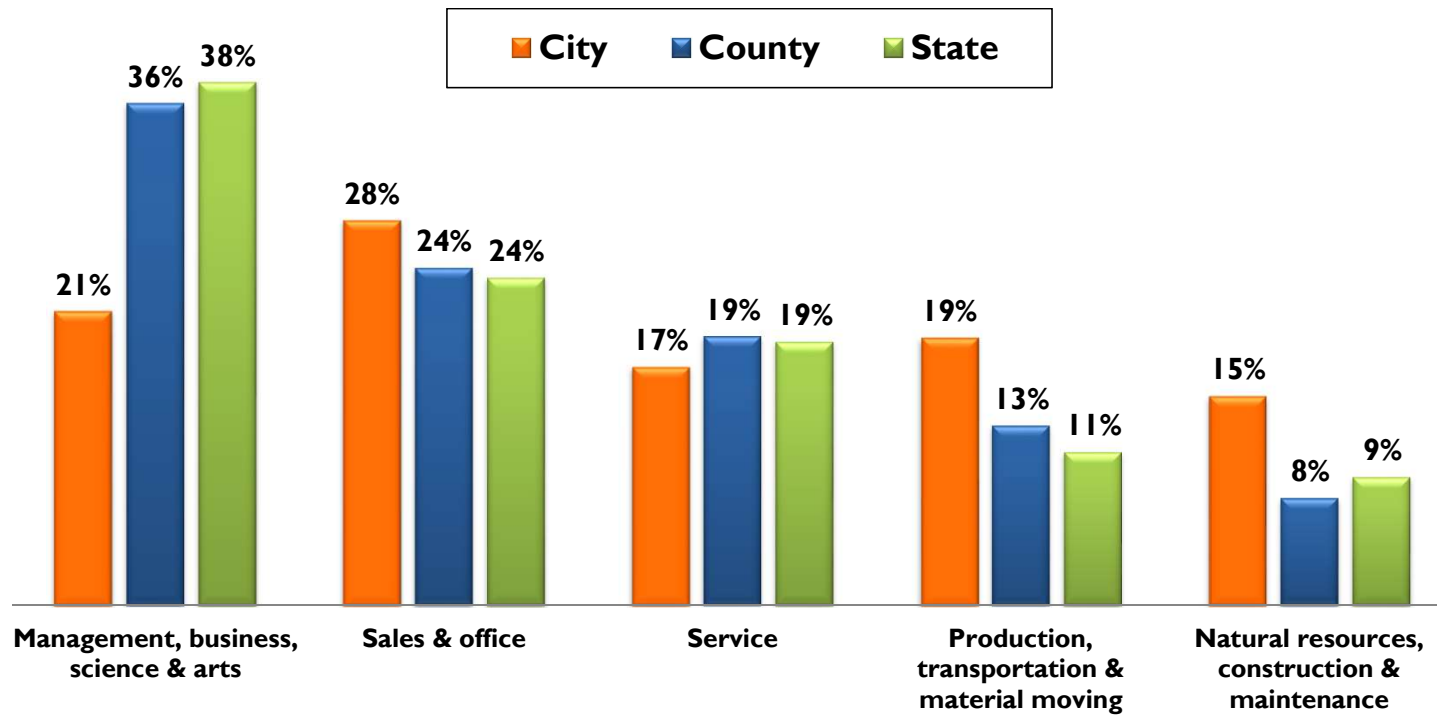


Note: Not seasonally adjusted; annual averages for 2010-2017

Source: California Employment Development Department (2018)

RESIDENT EMPLOYMENT BY OCCUPATION

Civilian Employed Population Age 16+ by Occupation



Source: ESRI (2018)

SELECT MAJOR EMPLOYERS WITHIN THE CITY

Major Employers	No. of Employees
Los Angeles Unified School District	2,021
Pharmavite, LLC	370
Los Angeles County Superior Court	276
Pepsi Bottling	268
Home Depot	254
Puretek Corp.	200
Production Resource Group, LLC	200
Sam's Club	170
Vallarta Supermarkets	162
Ricon Corp.	149

Note: Top 10 listed by number of employees (high to low); **Source:** City of San Fernando CAFR (FY 2016-2017)

EMPLOYMENT PROJECTIONS BY INDUSTRY

LOS ANGELES COUNTY

Industry	2014	2024	Annual Growth 2014-24	Total Growth 2014-24	Total Change 2014-24
Health Care and Social Assistance	602,100	780,900	178,800	29.7%	3.0%
Accommodation and Food Services	386,800	483,700	96,900	25.1%	2.5%
Professional and Business Services	599,100	680,300	81,200	13.6%	1.4%
Retail Trade	413,000	449,900	36,900	8.9%	0.9%
Educational Services (Private)	118,600	148,600	30,000	25.3%	2.5%
Construction	119,600	146,700	27,100	22.7%	2.3%
Government	556,200	582,000	25,800	4.6%	0.5%
Wholesale Trade	222,500	242,700	20,200	9.1%	0.9%
Transportation, Warehousing, and Utilities	163,400	183,500	20,100	12.3%	1.2%
Other Services (excludes 814-Private Household Workers)	150,500	167,000	16,500	11.0%	1.1%
Information	198,000	213,500	15,500	7.8%	0.8%
Financial Activities	211,100	218,900	7,800	3.7%	0.4%
Mining and Logging	4,300	4,500	200	4.7%	0.5%
Manufacturing	364,100	329,300	(34,800)	(9.6%)	(1.0%)
Total Nonfarm	4,189,000	4,724,700	535,700	12.8%	1.3%
Total Farm	5,200	4,700	(500)	(9.6%)	(1.0%)
Total Other	297,600	333,900	36,300	12.2%	1.2%
Total Employment	4,491,800	5,063,300	571,500	12.7%	1.3%

Source: California Employment Development Department, U.S. Bureau of Labor Statistics (2014)

EMPLOYMENT BY INDUSTRY

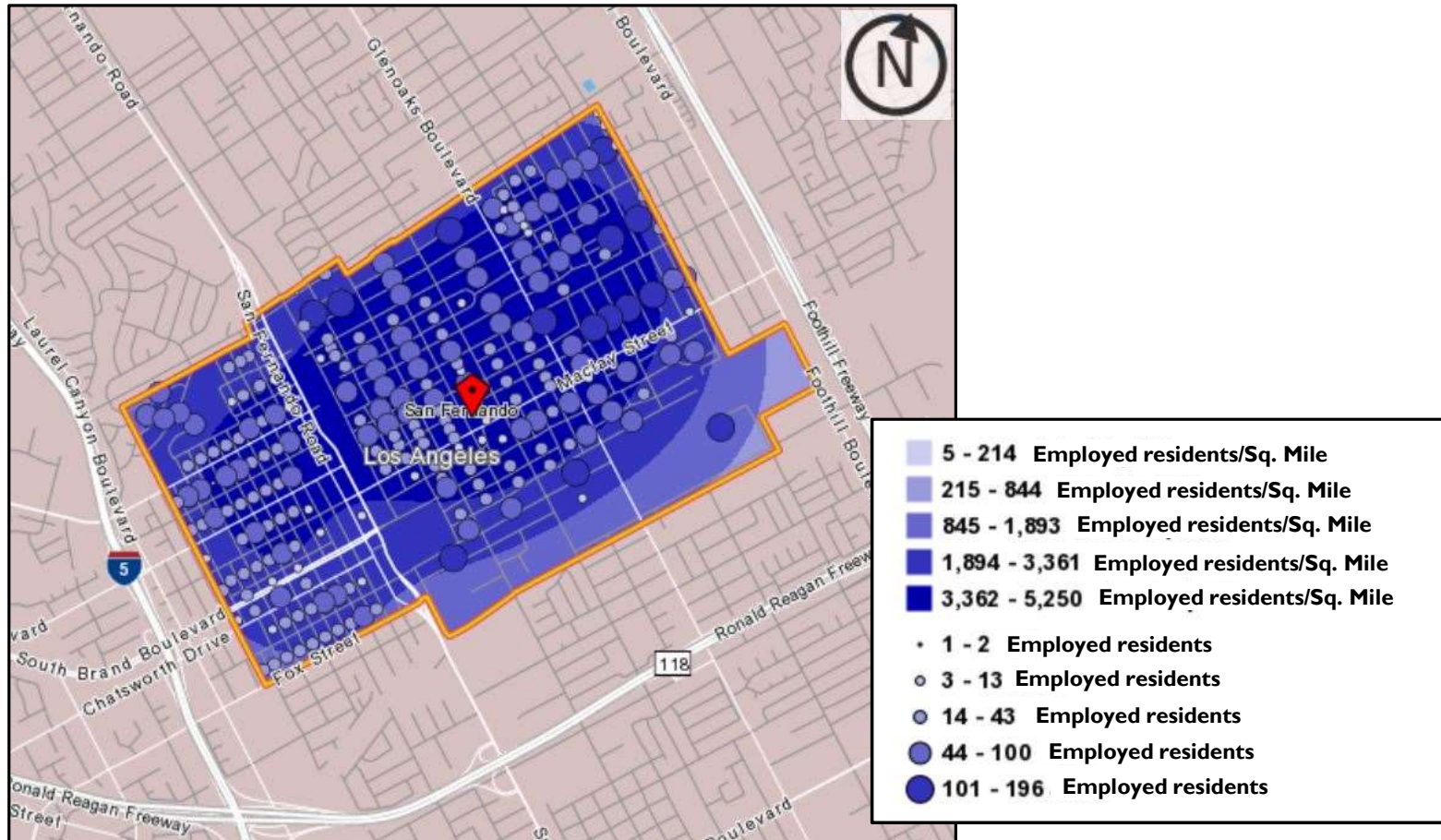
City Resident Employed Population (Age 16+)	
Health Care and Social Assistance	14.1%
Manufacturing	13.1%
Retail Trade	12.1%
Accommodation and Food Services	9.0%
Educational Services	7.4%
Administration & Support, Waste Management and Remediation	6.6%
Construction	5.5%
Professional, Scientific, and Technical Services	4.5%
Wholesale Trade	4.3%
Information	3.8%
Finance and Insurance	3.4%
Other Services (excluding Public Administration)	3.3%
Public Administration	3.1%
Transportation and Warehousing	2.8%
Arts, Entertainment, and Recreation	1.9%
Real Estate and Rental and Leasing	1.8%
Management of Companies and Enterprises	1.4%
Agriculture, Forestry, Fishing and Hunting	1.1%
Utilities	0.7%
Mining, Quarrying, and Oil and Gas Extraction	0.1%

"Industries in which City residents work"

Workers Employed Within City	
Manufacturing	19.6%
Accommodation and Food Services	14.2%
Wholesale Trade	9.8%
Health Care and Social Assistance	8.8%
Construction	8.5%
Retail Trade	8.5%
Finance and Insurance	5.9%
Educational Services	5.6%
Other Services (excluding Public Administration)	4.7%
Professional, Scientific, and Technical Services	3.1%
Information	2.3%
Administration & Support, Waste Management and Remediation	2.1%
Public Administration	2.1%
Transportation and Warehousing	1.5%
Agriculture, Forestry, Fishing and Hunting	1.3%
Real Estate and Rental and Leasing	1.2%
Management of Companies and Enterprises	0.6%
Utilities	0.1%
Arts, Entertainment, and Recreation	0.1%
Mining, Quarrying, and Oil and Gas Extraction	0.0%

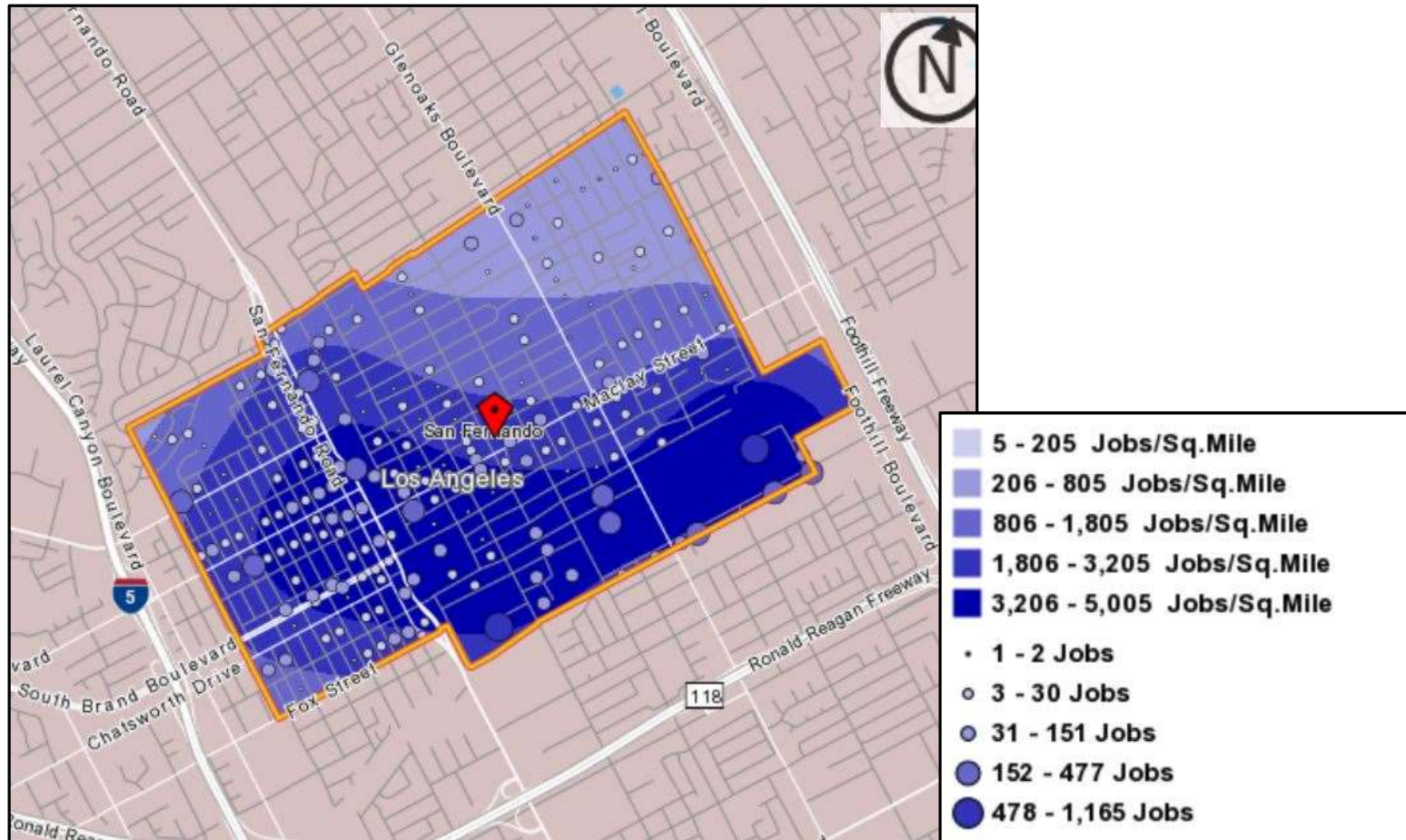
"Jobs in the City"

RESIDENT CONCENTRATION WITHIN CITY



Source: U.S. Census Bureau Center for Economic Studies (2015)

EMPLOYMENT CONCENTRATION WITHIN CITY



Source: U.S. Census Bureau Center for Economic Studies (2015)

RESIDENT AND EMPLOYEE COMMUTE

Employed Residents Place of Work*	
Los Angeles, CA	53.0%
San Fernando, CA**	5.6%
Santa Clarita, CA	4.3%
Burbank, CA	4.0%
Glendale, CA	1.7%
Simi Valley, CA	1.5%
Thousand Oaks, CA	0.9%
San Diego, CA	0.9%
Santa Monica, CA	0.8%
Culver City, CA	0.8%
Pasadena, CA	0.7%
Oxnard, CA	0.6%
Anaheim, CA	0.6%
Beverly Hills, CA	0.5%
Irvine, CA	0.5%
Long Beach, CA	0.5%
Torrance, CA	0.5%
San Francisco, CA	0.5%
Moorpark, CA	0.4%
Camarillo, CA	0.4%
Westlake Village, CA	0.4%
Calabasas, CA	0.4%
El Segundo, CA	0.4%
Orange, CA	0.4%
Costa Mesa, CA	0.4%
All Other Locations	19.5%

“Where City residents work”

City Employee Origin*	
Los Angeles, CA	51.1%
San Fernando, CA**	6.7%
Santa Clarita, CA	4.5%
Palmdale, CA	2.4%
Glendale, CA	2.1%
Burbank, CA	1.5%
Simi Valley, CA	1.3%
Lancaster, CA	0.8%
Pasadena, CA	0.6%
Anaheim, CA	0.6%
Long Beach, CA	0.5%
San Diego, CA	0.5%
Oxnard, CA	0.5%
Thousand Oaks, CA	0.5%
Bakersfield, CA	0.4%
Moorpark, CA	0.4%
Santa Monica, CA	0.3%
South Gate, CA	0.3%
Lake Los Angeles CDP, CA	0.3%
Castaic CDP, CA	0.3%
East Los Angeles CDP, CA	0.3%
Altadena CDP, CA	0.3%
Torrance, CA	0.3%
Calabasas, CA	0.3%
San Bernardino, CA	0.3%
All Other Locations	22.8%

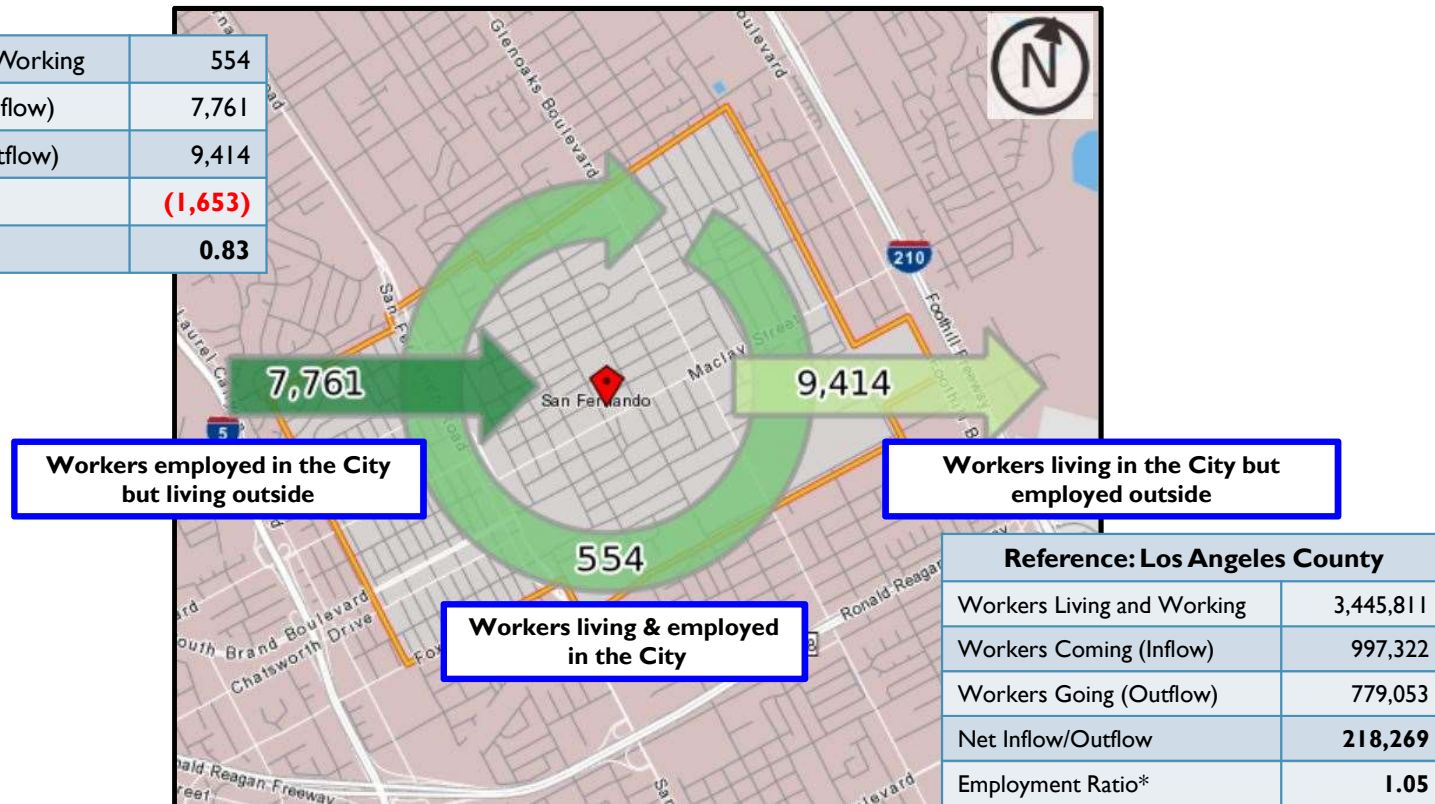
“Where people who work in the City come from”

Source: U.S. Census Bureau Center for Economic Studies (2015); **Notes:** *The top 25 locations where City residents work and where people who work in San Fernando come from are listed.**The table on the left asks the question ‘What percent of **total San Fernando residents** work within the City of San Fernando?’, while the table on the right asks ‘What percent of **everybody who works in San Fernando** also live in the City of San Fernando?’.

WORKER INFLOW / OUTFLOW

“ARE JOBS COMING OR GOING?”

Workers Living and Working	554
Workers Coming (Inflow)	7,761
Workers Going (Outflow)	9,414
Net Inflow/Outflow	(1,653)
Employment Ratio*	0.83



***Employment Ratio** = People employed within City (living and working in City + those who come into the City for work) / Employed population of City (living and working in City + workers who live in the City, but work outside of the City)

Source: U.S. Census Bureau Center for Economic Studies (2015)

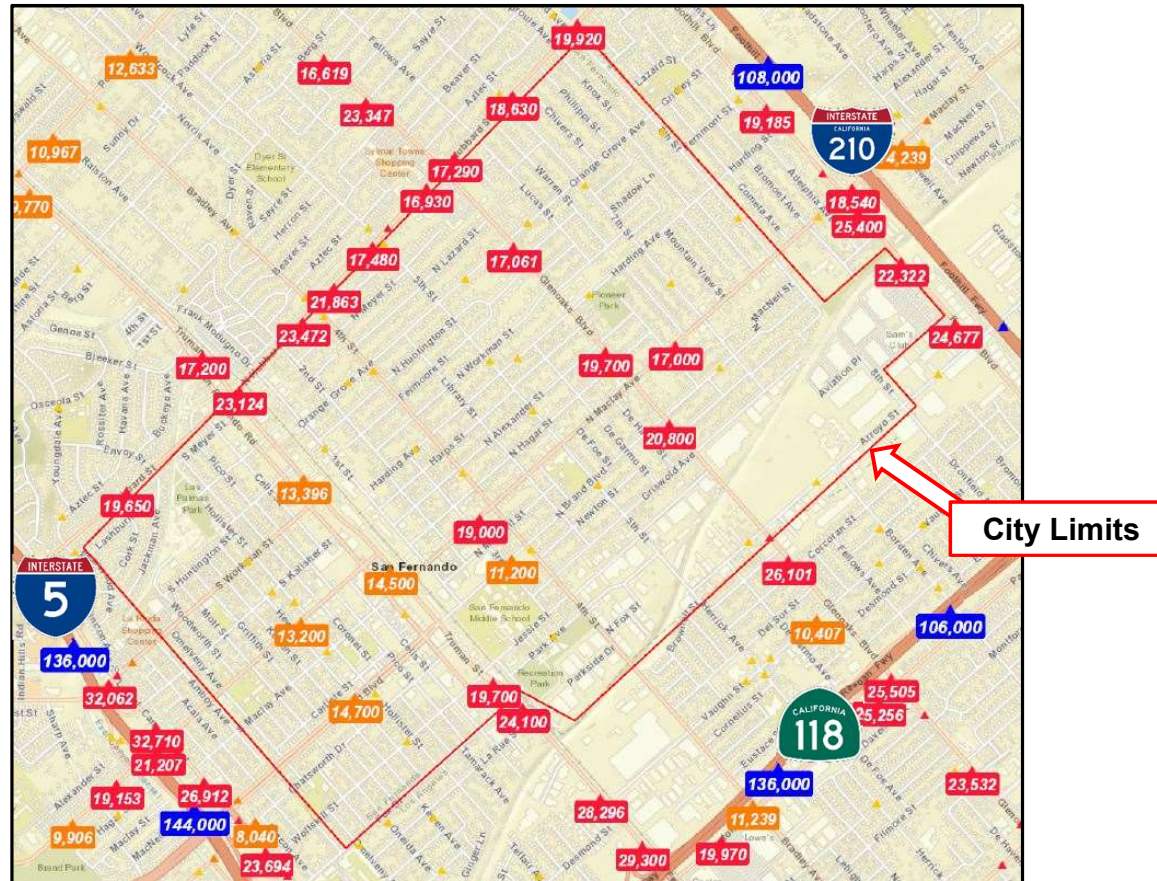
JOBS / HOUSING BALANCE

2018	City of San Fernando	County of Los Angeles	State of California
Employment	10,494	4,186,060	16,100,156
Households	6,190	3,369,650	13,336,104
Jobs / Housing Ratio	1.70	1.24	1.21

Source: ESRI (2018)

TRAFFIC MAP

CITY OF SAN FERNANDO



Source: ESRI (2018)

SUMMARY: UNEMPLOYMENT AND EMPLOYMENT BY INDUSTRY

- Kosmont analyzed the location of homes and job centers within the City. There is a high concentration of homes in the north and northeast portions of the City, while there is a strong concentration of jobs in the south and southeast portions of the City
- Historically, the City has **slightly lower unemployment** compared to Los Angeles County, but **slightly higher unemployment** than the State. Currently, the City's unemployment rate is only slightly lower than the County and higher than the State's unemployment rates
- Most workers in the City are employed in the following industries: manufacturing, accommodation and food services, wholesale trade, health care and social assistance, and construction
- A majority of employees who live in the City work in other areas including Los Angeles, Santa Clarita, Burbank, Glendale, and Simi Valley, yielding a **net outflow** of jobs; The net outflow of jobs indicates a lower daytime population in the City
- San Fernando's jobs/housing ratio is higher than the County and State ratios, indicating a possible need for more housing in the City

MARKET DEMAND ANALYSIS

RETAIL SALES SURPLUS / LEAKAGE

RETAIL SALES SURPLUS / LEAKAGE BY CATEGORY

CITY OF SAN FERNANDO

Retail Category	Retail Spending Potential	Retail Sales	Retail Surplus/ (Leakage)	Percent Surplus/ (Leakage)	Online Sales Leakage Potential
<u>Shopper Goods (GAFO):</u>					
Clothing & Clothing Accessories Stores	\$11,986,064	\$20,273,332	\$8,287,268	69.1%	High
General Merchandise Stores	\$27,404,381	\$86,567,835	\$59,163,454	215.9%	Med
Furniture & Home Furnishings Stores	\$5,824,094	\$24,970,625	\$19,146,531	328.7%	Med
Health & Personal Care Stores	\$10,730,748	\$7,531,939	(\$3,198,809)	(29.8%)	Med
Sporting Goods, Hobby, Book & Music Stores	\$5,341,570	\$5,164,087	(\$177,483)	(3.3%)	High
Electronics & Appliance Stores	\$6,067,450	\$6,591,052	\$523,602	8.6%	High
Miscellaneous Store Retailers	\$5,724,463	\$8,356,433	\$2,631,970	46.0%	Varies
Subtotal – GAFO	\$73,078,770	\$159,455,303	\$86,376,533	118.2%	
<u>Convenience Goods:</u>					
Food & Beverage Stores (Grocery)	\$26,381,472	\$68,555,324	\$42,173,852	159.9%	Low
Food Services & Drinking Places (Restaurants)	\$17,525,291	\$41,824,553	\$24,299,262	138.7%	None
Subtotal – Convenience	\$43,906,763	\$110,379,877	\$66,473,114	151.4%	
<u>Heavy Commercial Goods:</u>					
Bldg Materials, Garden Equip. & Supply Stores	\$8,783,401	\$29,741,260	\$20,957,859	238.6%	Low
Motor Vehicle & Parts Dealers	\$31,809,880	\$56,729,755	\$24,919,875	78.3%	Low
Gasoline Stations	\$14,664,876	\$14,294,773	(\$370,103)	(2.5%)	None
Subtotal – Heavy Commercial	\$55,258,157	\$100,765,788	\$45,507,631	82.4%	
Non-store Retailers	\$4,628,832	\$1,412,730	(\$3,216,102)	(69.5%)	Varies
Total Retail	\$176,872,522	\$372,013,698	\$195,141,176	110.3%	

Source: ESRI, Infogroup (2018)



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies Continued Real Estate Advisory Services

This First Amendment to the Professional Services Agreement for continued real estate advisory services ("First Amendment") is made by and between the City of San Fernando, a California municipal corporation ("CITY") and Kosmont & Associates, Inc., dba Kosmont Companies ("CONSULTANT") as of the 16th day of April, 2019. City and Contractor are hereinafter collectively referred to as the "'Parties.'"

RECITALS

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

WHEREAS, the Parties entered into an Agreement to provide Real Estate Advisory Services dated September 17, 2018 (Contract No. 1895 "Agreement"); and

WHEREAS, the Parties desire to provide continued real estate advisory services, beginning with a discussion of future analysis and implementation work with City Council and amend the Agreement to replace the Work Plan Scope of Services and increase the compensation amount.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.2 "SCOPE OF SERVICES" is amended to include:

Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to provide continued real estate advisory services to City. The specific services and tasks are set forth and more particularly described in Consultant's April 9, 2019 memorandum entitled, "Work Plan for Continued Real Estate Advisory Services" which is attached and incorporated hereto as Exhibit "A.1" (hereinafter referred to as 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."

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**Kosmont & Associates, Inc., dba Kosmont Companies: Continued Real Estate Advisory Services**

Page 2 of 2

Section 1.4 "COMPENSATION" is amended to include:

- A. CONSULTANT shall perform all the Work contemplated under this Agreement at the rates set forth in Consultant's 2019 Public Agency Fee Schedule" which is attached and incorporated hereto as "Attachment A".
- 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 SEVEN THOUSAND DOLLARS (\$7,000) (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the City acting in consultation with the City Manager.

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

CITY:**City of San Fernando**By: 

Nick Kimball, City Manager

CONSULTANT:**Kosmont & Associates, Inc.,
dba Kosmont Companies**By: Name: Mark H. Persico, AICPTitle: Chief operating officer/SVP.

**EXHIBIT A.1**

Memorandum

To: Timothy Hou, Community Development Director, City of San Fernando

From: Ken K. Hira, President, Kosmont Companies
Fernando Sanchez, Vice President, Kosmont Companies

Date: April 9, 2019

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

I. BACKGROUND

The City of San Fernando ("City") hired Kosmont Companies' ("Kosmont" or "Consultant") in September 2018 to provide real estate advisory services. The City received unsolicited developer interest for reuse of existing City-owned surface parking lots in the downtown area and wanted to understand the benefits and challenges to pursuing various development opportunities. On March 4, 2019, Kosmont provided a review of the City-owned real estate assets; summarized various methods of soliciting developer interest and transaction documentation of City-owned land; and presented findings summarizing key real estate development factors, financing needs, and Citywide economic benefits resulting from various land uses.

City desires Kosmont to provide continuing real estate advisory services, beginning with a discussion of future analysis and implementation work with City Council. This Work Plan will be amended to the existing agreement between City and Consultant. Kosmont has prepared the following Work Plan accordingly.

II. WORK PLAN

Task 1: City Council Meetings

1. Meet with the five members of the City Council, either individually or in pairs, to better understand the City's development priorities and concerns. These meetings will occur during one to two visits to the City.
2. Participate in a closed City Council session to discuss possible next steps (e.g. site assembly, designating an entertainment development opportunity site, Request for Qualifications ("RFQ") / Request for Proposals ("RFP") issuance for developer attraction) and receive direction and prioritization of tasks from City Council regarding a future scope of services. These future services are outlined as "Future Tasks" in this Work Plan. Participation in the closed City Council session will occur during a second visit to the City after initial meetings with City Council members from Task 1.

Future Tasks

Future tasks will require development of an updated scope of work and budget in conjunction with the City. Based on the result of the one-on-one meetings outlined in Task 1, some future potential tasks may include:

1. Exploring a possible site for theatre/entertainment development and conduct RFQ/RFP process
2. Conducting an analysis of existing Mall assessment fee efficacy
3. Sharing case studies of communities where PBIDs either worked or did not work
4. Analyzing feasibility/benefits of closure of Celis St., between Mission Blvd. and Maclay Ave., or between Mission Blvd. and Brand Blvd.
5. Analyzing options for reducing parking requirements
6. Defining alternative means to meet parking requirements, e.g. ride sharing offers, etc.
7. Sharing details on state legislation that may counter local control on development
8. Exploring in greater detail opportunities for telecommunications revenue generation
9. Analyzing which incentives from the case studies presented in the Economic Development and Asset Analysis are most suitable for the City of San Fernando

IV. BUDGET

Kosmont suggests a budget authorization of \$7,000 for this Work Plan. The professional services (hourly) fees will be billed at Consultant's public sector billing rates as shown on Attachment A. This budget contemplates up to three (3) visits in person with City Council. Budget may be increased by City, if needed, at any point in time.

ATTACHMENT A

Kosmont Companies 2019 Public Agency Fee Schedule

Professional Services

Chairman & CEO	\$375.00/hour
President	\$345.00/hour
Senior Vice President/Senior Advisor	\$305.00/hour
Vice President	\$210.00/hour
Senior Project Analyst	\$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, 2019.