



MAYOR/CHAIR SYLVIA BALLIN  
VICE MAYOR/VICE CHAIR MARY MENDOZA  
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ  
COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO  
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

## CITY OF SAN FERNANDO

### CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MARCH 1, 2021 – 6:00 PM

#### TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

#### **SPECIAL NOTICE REGARDING COVID-19**

*On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.*

**PUBLIC PARTICIPATION:** Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. Comments submitted via YouTube will not be read into the record. Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, may call **Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 924965, between 6:00 p.m. and 6:15 p.m.** in the order received, and limited to three minutes. The call-in period may be extended by the Mayor.

THE REGULAR MEETINGS OF THE CITY OF SAN FERNANDO CITY COUNCIL ALSO SERVES AS CONCURRENT REGULAR MEETINGS OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY, AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERS ARE COMPOSED EXCLUSIVE OF THE MEMBERS OF THE CITY COUNCIL.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – March 1, 2021**

Page 2 of 8

**PUBLIC PARTICIPATION OPTIONS TO HELP REDUCE  
THE SPREAD OF COVID-19**

**WATCH THE MEETING:**

Live stream with audio and video, via YouTube Live, at:

<https://www.youtube.com/c/CityOfSanFernando>

Note: Comments submitted via YouTube will not be read into the record.

**SUBMIT PUBLIC COMMENT VIA EMAIL:**

Members of the public may submit comments **by email** to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

**CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:**

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor.

**Call-in Telephone Number:** (669) 900-6833  
**Meeting ID:** 833 6022 0211  
**Passcode:** 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.  
Note: This is audio only and no video.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 1, 2021**

Page 3 of 8

---

#### **CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin  
Vice Mayor Mary Mendoza  
Councilmember Cindy Montañez  
Councilmember Hector A. Pacheco  
Councilmember Celeste T. Rodriguez

#### **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

#### **APPROVAL OF AGENDA**

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

#### **PRESENTATIONS**

- A) PRESENTATION BY CHRISTOPHER MOORE LOCAL GOVERNMENT LIAISON FROM THE CALIFORNIA PUBLIC UTILITIES COMMISSION ON AVAILABLE UTILITY RESOURCES  
City Manager Nick Kimball

#### **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.



## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 1, 2021**

Page 5 of 8

---

#### **4) CONSIDERATION TO APPROVE CERTAIN EXECUTIVE ORDERS EXTENDING AND IMPLEMENTING COVID-19 RELIEF PROGRAMS**

Recommend that the City Council:

- a. Approve Executive Order No. 2021-02-04 extending the COVID-19 Permits and Programs issued under following Executive Orders through June 30, 2021:
  - i. Executive Order No. 2020-07-23 establishing COVID-19 Outdoor Services Permit regulations;
  - ii. Executive Order No. 2020-08-26 establishing COVID-19 Temporary Banner/Sign Permit regulations; and
  - iii. Executive Order No. 2020-09-29 establishing COVID-19 City Parks Open Space Service Area Permit regulations.
- b. Approve Executive Order No. 2021-02-22 implementing COVID-19 Relief Programs; and
- c. Approve Executive Order No. 2021-02-23 extending the 2020 calendar year Residential Parking Permits and Swap Meet Exhibitor Permits and Business Licenses through March 31, 2021 due to COVID-19.

#### **5) CONSIDERATION TO APPROVE AN EXTENSION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT/SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 721 AND THE CITY OF SAN FERNANDO**

Recommend that the City Council:

- a. Approve an extension to the Memorandum of Understanding (MOU) (Contract No. 1838(a)) between the San Fernando Public Employees' Bargaining Unit (SFPEBU)/Service Employees' International Union (SEIU) Local 721 and the City of San Fernando from July 1, 2020 through June 30, 2021, with the option to further extend through December 31, 2021 by mutual agreement of the Union and the City; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

#### **6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH EDGESOFT, INC., TO IMPLEMENT PHASE 2 OF THE ONLINE PERMIT COUNTER**

Recommend that the City Council:

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – March 1, 2021**

Page 6 of 8

---

- a. Waive formal bidding requirements and award the scope of services to Edgesoft, Inc., to implement the second and final phase of an upgrade to an existing proprietary software system used by the City;
- b. Approve a Professional Services Agreement (Contract No. 1979) with Edgesoft, in an amount not-to-exceed \$26,588 to implement Phase 2 of the Online Permit Counter and eGov Land Management Software; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

### **7) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND ADOPTING THE CITY'S 2021 FEDERAL TRANSIT ADMINISTRATION TITLE VI PLAN**

Recommend that the City Council:

- a. Adopt Resolution No. 8057 authorizing and adopting the City's 2021 Federal Transit Administration Title VI Plan; and
- b. Direct the City Manager to implement the Title VI Plan.

### **PUBLIC HEARINGS**

This is the time and place set for a public hearing on the consideration of matters as presented on this agenda. Let the record show that due notice was given as required by law and an affidavit to this effect is on file in the Office of the City Clerk. The reports of the City Staff relating to these matters shall be made a part of the record of this meeting. Speakers during public hearings shall limit their comments to matters relevant to the item on the agenda, and may be ruled out of order if comments are unrelated to the item. Please refer to page 2 of this Agenda for methods to submit public statements.

### **8) A PUBLIC HEARING TO CONSIDER AND ADOPT A RESOLUTION ESTABLISHING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2021-2022**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8060 approving the allocation of Community Development Block Grant Funds for Fiscal Year 2021-2022; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 1, 2021**

Page 7 of 8

---

#### **ADMINISTRATIVE REPORTS**

##### **9) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS**

Recommend that the City Council receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

##### **10) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING ADAN ORTEGA TO THE METROPOLITAN WATER DISTRICT'S BOARD OF DIRECTORS AND APPROVE USE OF THE CITY SEAL AND CITY LOGO FOR DISPLAY AS THE CITY OF SAN FERNANDO'S BOARD REPRESENTATIVE AND LIAISON**

Recommend that the City Council:

- a. Adopt Resolution No. 8058 appointing Adan Ortega to the Metropolitan Water District's Board of Directors, and;
- b. Approve use of the City Seal and City Logo for display during Board meetings directly related to the appointment through the end of the term.

##### **11) CONSIDERATION TO APPROVE A BUSINESS TAX DELINQUENT FEE AMNESTY PROGRAM FOR SAN FERNANDO BUSINESSES IMPACTED BY COVID-19 AND THE STATE OF CALIFORNIA'S STAY-AT-HOME ORDERS**

Recommend that the City Council:

- a. Establish a Business Tax Delinquent Fee Amnesty Program for businesses impacted by COVID-19 and the state's stay-at-home orders;
- b. Adopt Resolution No. 8059 implementing the proposed Business Tax Delinquent Fee Amnesty Program; and
- c. Authorize the City Manager to finalize and execute all documents related to the Business Tax Delinquent Fee Amnesty Program.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 1, 2021**

Page 8 of 8

#### **12) PRESENTATION OF FISCAL YEAR 2019-2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Recommend that the City Council receive and file a presentation of the Fiscal Year 2019-2020 Comprehensive Annual Financial Report.

#### **13) PRESENTATION OF RECENT CHANGES TO ACCESSORY DWELLING UNIT LAWS STATEWIDE**

Recommend that the City Council:

- a. Receive and file a presentation regarding recent changes to Accessory Dwelling Unit laws statewide; and
- b. Provide staff with comments, as appropriate.

#### **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

#### **GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

#### **ADJOURNMENT**

The meeting will adjourn to its next regular meeting on March 15, 2021.

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.

---

Julia Fritz, CMC

City Clerk

Signed and Posted: February 25, 2021 (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](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*

**Regular Meeting  
San Fernando City Council  
and Successor Agency to the  
San Fernando Redevelopment Agency**

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*

**SAN FERNANDO CITY COUNCIL  
MINUTES**

**FEBRUARY 16, 2021 – 5:00 P.M.  
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Vice Mayor Mendoza called the special meeting to order at 5:05 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Hector A. Pacheco, and Celeste T. Rodriguez

Staff: City Manager Nick Kimball and Assistant City Attorney Richard Padilla

**APPROVAL OF AGENDA**

By consensus, the agenda was approved.

**PUBLIC STATEMENTS - WRITTEN/ORAL** None

**RECESS TO CLOSED SESSION (5:05 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

A) **CONFERENCE WITH LABOR NEGOTIATOR  
PURSUANT TO 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:

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

**SAN FERNANDO CITY COUNCIL**

**SPECIAL MEETING MINUTES – February 16, 2021**

**Page 2**

---

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
**PURSUANT TO G.C. §54956.8:**

Property: City owned parcels at Assessor Identification  
Numbers: 2521-031-901, 902, & 903  
City Negotiators: City Manager Nick Kimball, Lead Negotiator  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Vanessa Delgado, President, Azure Development  
Under Negotiation: Price and Terms of Payment as it relates to Leasing or  
Sale of Real Property

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

**ADJOURNMENT** The City Council adjourned the special meeting at 5:42 p.m. to the regular meeting of February 16, 2021 at 6:00 p.m. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 16, 2021, meeting as approved by the San Fernando City Council.

---

Julia Fritz, CMC  
City Clerk



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: J. Diego Ibañez, Director of Finance

**Date:** March 1, 2021

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-031 (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 Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

### ATTACHMENT:

A. Resolution No. 21-031

**RESOLUTION NO. 21-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 21-031**

**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 1<sup>st</sup> day of March, 2021.

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Julia Fritz, City Clerk

**CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 21-031 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1<sup>st</sup> day of March, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of March, 2021.

---

Julia Fritz, City Clerk

vchlist  
02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221855	3/1/2021	100066 ADS ENVIRONMENTAL SERVICES,INC	22291.22-0121		JAN'21-WASTEWATER FLOW MONITOR	
				12103	072-360-0000-4260	1,243.33
			22291.22-1120		NOV-WASTEWATER FLOW MONITORIN	
				12103	072-360-0000-4260	1,243.33
			22291.22-1220		DEC-WASTEWATER FLOW MONITORIN	
				12103	072-360-0000-4260	1,243.33
					<b>Total :</b>	<b>3,729.99</b>
221856	3/1/2021	888356 ADVANCED AUTO REPAIR	1481		VEHICLE MAINT., REPAIRS AND MINOR	
				12284	072-360-0000-4400	176.50
					<b>Total :</b>	<b>176.50</b>
221857	3/1/2021	891969 ADVANCED PURE WATER SOLUTIONS	1039168		DRINKING WATER	
					001-222-0000-4300	98.55
					<b>Total :</b>	<b>98.55</b>
221858	3/1/2021	887377 AKEMON, DOLORES	FEB 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221859	3/1/2021	100188 ANDY GUMP INC.	INV785201		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-3689-4260	197.08
			INV790109		PORTABLE RESTROOM SERVICE FOR	
				12271	070-384-0000-4260	330.34
			INV790110		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	211.24
			INV790111		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	330.44
					<b>Total :</b>	<b>1,069.10</b>
221860	3/1/2021	888321 ARRIZON, FRANCISCO	FEB 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221861	3/1/2021	102530 AT & T	818-270-2203		PD NETWORK LINE-FEB 2021	
					001-222-0000-4220	251.80

Page: 1

vchlist  
02/23/2021 9:53:00AM

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

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221861	3/1/2021	102530 102530 AT & T	(Continued)		<b>Total :</b>	<b>251.80</b>
221862	3/1/2021	892412 AT&T	287297930559X0210202		MDT MODEMS-PD UNITS-FEB 2021	
					001-222-0000-4220	537.39
					<b>Total :</b>	<b>537.39</b>
221863	3/1/2021	889037 AT&T MOBILITY	287277903027X0208202		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	101.99
					<b>Total :</b>	<b>101.99</b>
221864	3/1/2021	889942 ATHENS SERVICES	9889752		CONTRACTUAL SERVICES FOR STREE	
				12248	011-311-0000-4260	14,542.40
				12248	001-343-0000-4260	2,891.00
					<b>Total :</b>	<b>17,433.40</b>
221865	3/1/2021	893176 AUTOZONE STORE 5681	5681884894		VEHICLE MAINT-PD0000	
					041-320-0225-4400	64.01
					<b>Total :</b>	<b>64.01</b>
221866	3/1/2021	890743 BADGE BEHAVIOR	Y126601		RGSTR-(4) ATTENDEES-SUICIDE DETE	
					110-225-3676-4360	396.00
					<b>Total :</b>	<b>396.00</b>
221867	3/1/2021	893728 BARCODES, LLC	INV6530236		BAR CODE SYSTEM FOR EVIDENCE/PI	
				12368	001-222-0000-4300	855.51
					001-222-0000-4300	85.55
					<b>Total :</b>	<b>941.06</b>
221868	3/1/2021	892426 BEARCOM	5148212		FEB-RADIO COMM SYST & WIRELESS	
				12235	001-135-0000-4260	7,610.41
					<b>Total :</b>	<b>7,610.41</b>
221869	3/1/2021	891301 BERNARDEZ, RENATE Z.	566		INTERPRETATION SERVICES-COMM IN	
					001-420-0000-4260	250.00
			569		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	150.00
					<b>Total :</b>	<b>400.00</b>

Page: 2

vchlist  
 02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221870	3/1/2021	892847 B-LINE INVESTIGATIONS, INC	1160	12380	SPECIALIZED INVESTIGATIVE SERVICE 001-222-0000-4270	2,950.00 <b>2,950.00</b>
221871	3/1/2021	892464 CANON FINANCIAL SERVICES, INC	26233253	12241	CANON COPIER LEASE PAYMENT-FEB 001-135-0000-4260	649.95 <b>649.95</b>
221872	3/1/2021	100713 CITY OF GLENDALE	1162		WATER MASTER COST SHARING AGREEMENT 070-381-0000-4270	6,285.71 <b>6,285.71</b>
221873	3/1/2021	103029 CITY OF SAN FERNANDO	3255-3294		REIMB. TO WORKERS COMP ACCT 006-1038	19,658.21 <b>19,658.21</b>
221874	3/1/2021	100766 COMMUNITY DEVELOPMENT	NONPO		LOAN REIMB TO CDC 026-2085	15,748.50 <b>15,748.50</b>
221875	3/1/2021	100805 COOPER HARDWARE INC.	124507	12277	MISC SUPPLIES FOR PUBLIC WORKS (CITY OF SAN FERNANDO) 043-390-0000-4300	34.99
			124508	12277	MISC SUPPLIES FOR PUBLIC WORKS (CITY OF SAN FERNANDO) 043-390-0000-4300	10.94
			124509	12277	MISC SUPPLIES FOR PUBLIC WORKS (CITY OF SAN FERNANDO) 043-390-0000-4300	9.41
			124522	12277	MISC SUPPLIES FOR PUBLIC WORKS (CITY OF SAN FERNANDO) 070-383-0301-4300	83.46
			124523	12277	MISC SUPPLIES FOR PUBLIC WORKS (CITY OF SAN FERNANDO) 001-311-0000-4300	8.74 <b>147.54</b>
221876	3/1/2021	100514 CSMFO	200009835		RGSTR-INT. GOV. ACCTING/FIN. REP 001-130-0000-4360	150.00 <b>150.00</b>
221877	3/1/2021	892888 CWE	21455	11788	SAN FERNANDO REGIONAL PARK INFRASTRUCTURE 070-385-0763-4600	1,551.88

Page: 3

 vchlist  
 02/23/2021 9:53:00AM

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

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221877	3/1/2021	892888 CWE	(Continued)	11788	010-310-0763-4600	1,551.88 <b>3,103.76</b>
221878	3/1/2021	892472 DE NORA WATER TECHNOLOGIES	9200038641	12329	CONT...(3) OSG MATERIALS, CONTROL 070-384-0000-4260	364.56 <b>364.56</b>
221879	3/1/2021	892463 E&M ELECTRIC AND MACHINERY INC	368840	12369	WONDERWARE CUSTOMER FIRST SUPPORT 070-384-0000-4260	3,040.00 <b>3,040.00</b>
221880	3/1/2021	889121 EDGESOFT, INC.	3203	12236	FEB-ANNUAL MAINT. CONTRACT FOR / 055-135-0000-4260	2,080.00 <b>2,080.00</b>
221881	3/1/2021	890401 ENVIROGEN TECHNOLOGIES INC	0012373-IN	12244	DEC-ION-EXCHANGE NITRATE TREATMENT 070-384-0857-4260	7,796.80 <b>7,796.80</b>
221882	3/1/2021	890879 EUROFINS EATON ANALYTICAL, INC	L0531753	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	150.00
			L0534969	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	375.00
			L0546289	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	150.00
			L0552038	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	150.00
			L0552039	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	150.00
			L0552824	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	152.00
			L0552827	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	144.00
			L0552828	12245	FULL-SERVICE ENVIRONMENTAL DRINKING WATER 070-384-0000-4260	144.00 <b>1,415.00</b>

Page: 4

vchlist  
02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221883	3/1/2021	887441 EWING IRRIGATION PRODUCTS INC	13474004		MATL'S FOR TREE INSTALL (MALL) 030-341-0000-4300	115.30
					<b>Total :</b>	<b>115.30</b>
221884	3/1/2021	101147 FEDEX	7-268-66457		COURIER SERVICE 001-190-0000-4280	27.48
					<b>Total :</b>	<b>27.48</b>
221885	3/1/2021	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	564.42
			209-150-5250-081292		RADIO REPEATER-POLICE 001-222-0000-4220	46.25
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	42.08
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	46.25
			209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	46.25
			818-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	56.59
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	525.86
			818-361-3958-091407		CNG STATION 074-320-0000-4220	52.79
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	45.60
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	29.84
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	30.97
					<b>Total :</b>	<b>1,486.90</b>
221886	3/1/2021	101376 GRAINGER, INC.	9743817232	12261	MISC. BUILDING AND ELECTRICAL SUF 070-383-0301-4300	81.74
			9784154123	12261	MISC. BUILDING AND ELECTRICAL SUF 070-383-0301-4300	-81.74
			9784647621		MISC. BUILDING AND ELECTRICAL SUF	

Page: 5

vchlist  
02/23/2021 9:53:00AM

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

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221886	3/1/2021	101376 GRAINGER, INC.	(Continued)			
			9787813261	12261	070-383-0301-4300 MISC. BUILDING AND ELECTRICAL SUF	131.79
			9788276294	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	654.45
			9797440204	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	143.61
			9799172227	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	126.62
			9799368759	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	20.58
				12261	043-390-0000-4300	302.46
					<b>Total :</b>	<b>1,379.51</b>
221887	3/1/2021	101379 GRAPPLERS, INC.	21521		SMALL TOOLS 043-390-0000-4300	599.76
					<b>Total :</b>	<b>599.76</b>
221888	3/1/2021	893395 HAYES, JASON BENJAMIN	FEB 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
			JAN 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>150.00</b>
221889	3/1/2021	890360 HERRERA, NINAMARIE JULIA	JAN 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221890	3/1/2021	893729 HOUSEL LAVIGNE ASSOCIATES, LLC	4926	12370	CONSULTANT FOR THE 2021-2029 HOL 110-150-3609-4270	1,905.00
					<b>Total :</b>	<b>1,905.00</b>
221891	3/1/2021	101599 IMAGE 2000 CORPORATION	421556		VARIOUS COPIER MAINT CONTRACT-1 001-135-0000-4260	798.08
					072-360-0000-4450	21.00
					001-135-0000-4260	141.49
					<b>Total :</b>	<b>960.57</b>

Page: 6

vchlist  
 02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221892	3/1/2021	891777 IRRIGATION EXPRESS	15209893-00		IRRIGATION SUPPLIES FOR ALL CITY F	
			15210832-00	12274	043-390-0000-4300	201.01
			15210904-00	12274	IRRIGATION SUPPLIES FOR ALL CITY F	
				12274	001-311-0000-4300	87.98
				12274	IRRIGATION SUPPLIES FOR ALL CITY F	
					043-390-0000-4300	110.25
					<b>Total :</b>	<b>399.24</b>
221893	3/1/2021	887952 J. Z. LAWNMOWER SHOP	26318		SMALL EQUIP. REPAIR (LAWNMOWER)	
				12281	001-311-0000-4300	54.00
					<b>Total :</b>	<b>54.00</b>
221894	3/1/2021	892118 JOHN ROBINSON CONSULTING, INC.	SF202101-01		2020 URBAN WATER MANAGEMENT PL	
				12364	070-385-0000-4270	450.00
					<b>Total :</b>	<b>450.00</b>
221895	3/1/2021	889503 JTB SUPPLY COMPANY, INC.	108480		TRAFFIC SIGNAL BULBS	
					001-370-0301-4300	1,175.20
					<b>Total :</b>	<b>1,175.20</b>
221896	3/1/2021	892833 KIM TURNER, LLC	3463		RGSTR-CA POST CRITICAL INCEDENT	
					001-225-0000-4360	125.00
					<b>Total :</b>	<b>125.00</b>
221897	3/1/2021	102007 L.A. COUNTY SHERIFFS DEPT.	211541BL		INMATE MEALS-JAN 2021	
				12314	001-225-0000-4350	400.64
					<b>Total :</b>	<b>400.64</b>
221898	3/1/2021	101848 LANGUAGE LINE SERVICES	4934517		TRANSLATION SERVICES	
					001-222-0000-4260	4.57
					<b>Total :</b>	<b>4.57</b>
221899	3/1/2021	101873 LEAGUE OF CALIFORNIA CITIES	640883		2021 MEMBERSHIP DUES	
					001-190-0000-4380	10,682.00
					<b>Total :</b>	<b>10,682.00</b>
221900	3/1/2021	101920 LIEBERT CASSIDY WHITMORE	1512835		LEGAL SERVICES	
					001-112-0000-4270	132.00

Page: 7

vchlist  
 02/23/2021 9:53:00AM

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

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221900	3/1/2021	101920 LIEBERT CASSIDY WHITMORE	(Continued)		LEGAL SERVICES	
			1512836		001-112-0000-4270	4,437.00
			1512837		LEGAL SERVICES	
			1512838		001-112-0000-4270	174.00
			1512839		LEGAL SERVICES	
					001-112-0000-4270	58.00
					<b>Total :</b>	<b>464.00</b>
					<b>5,265.00</b>	
221901	3/1/2021	101935 LOCAL GOVERNMENT COMMISSION	105222		CONSULTING SERVICES-12/01/20-12/31	
				12282	010-311-0628-4600	2,532.50
					<b>Total :</b>	<b>2,532.50</b>
221902	3/1/2021	102003 LOS ANGELES COUNTY	RE-PW-21020804173		INDUSTRIAL WASTE CHARGES-JAN 20	
				12331	072-360-0000-4450	8,729.67
					<b>Total :</b>	<b>8,729.67</b>
221903	3/1/2021	892477 LOWES	1091		LIGHT TIMER-REC PARK GYM	
			1554		043-390-0000-4300	34.32
			1705		WATER HEATER REPL-CITY HALL	
			1934		043-390-0000-4300	732.77
			2072		MATL'S- INSTALL WATER HEATER-CITY	
					043-390-0000-4300	19.75
					TOOLS	
					043-390-0000-4300	48.10
					MATL'S-FENCE INSTALL-120 MACNEIL	
					043-390-0000-4330	210.31
					<b>Total :</b>	<b>1,045.25</b>
221904	3/1/2021	893763 MACARENO, PAULINE L.	PW2006307		PW PLAN CHECK REFUND-PAID TWICE	
					070-3840-0000	633.00
					070-3835-0000	1,885.00
					072-3840-0000	391.00
					001-3730-0000	340.00

Page: 8

vchlist  
 02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221904	3/1/2021	893763 893763 MACARENO, PAULINE L.	(Continued)			<b>Total : 3,249.00</b>
221905	3/1/2021	102063 MACKAY METERS, INC.	1058277	12344	PARKING METER PARTS & EQUIPMEN 029-335-0000-4300	4,164.02
					<b>Total :</b>	<b>4,164.02</b>
221906	3/1/2021	888254 MCCALLA COMPANY	359078	12321	GLOVES & WYPALLS FOR LIVESCAN M 001-222-0000-4300	258.50
			359080	12321	GLOVES & WYPALLS FOR LIVESCAN M 001-222-0000-4300	402.56
			1359083	12321	GLOVES & WYPALLS FOR LIVESCAN M 001-222-0000-4300	1,207.67
					<b>Total :</b>	<b>1,868.73</b>
221907	3/1/2021	893200 MCKESSON MEDICAL-SURGICAL	18009651		MEDICATIONS 001-225-0000-4350	97.29
			18009652		MEDICATION 001-225-0000-4350	96.60
					<b>Total :</b>	<b>193.89</b>
221908	3/1/2021	892140 MICHAEL BAKER	1107533	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0182-4260	1,837.50
				11886	026-420-0329-4260	270.00
				11886	026-422-0336-4260	180.00
					<b>Total :</b>	<b>2,287.50</b>
221909	3/1/2021	102214 MIRANDA, FERNANDO	REIMB.		WORK BOOTS PURCHASED 001-152-0000-4325	100.00
					<b>Total :</b>	<b>100.00</b>
221910	3/1/2021	102226 MISSION LINEN SUPPLY	512731725		CREDIT 001-222-3689-4300	-34.10
			514140570	12324	LAUNDRY SERVICE FOR PD 001-222-3689-4300	110.00
			514147942	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	94.38
			514163829	12324	LAUNDRY SERVICE FOR PD 001-222-3689-4300	110.00

Page: 9

 vchlist  
 02/23/2021 9:53:00AM

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

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221910	3/1/2021	102226 MISSION LINEN SUPPLY	(Continued) 514173070	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	128.00
			514190084	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	107.52
			514218659	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	75.90
					<b>Total :</b>	<b>591.70</b>
221911	3/1/2021	893343 MOHR, NICOLE	FEB 2021		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221912	3/1/2021	893454 NACHO'S ORNAMENTAL INC	INV275394		MATL'S FOR FENCE INSTALL-120 MACI 043-390-0000-4330	101.64
					<b>Total :</b>	<b>101.64</b>
221913	3/1/2021	102325 NAPA AUTO PARTS	5478-050159		VEHICLE MAINT-PW4493 041-320-0311-4400	96.78
					<b>Total :</b>	<b>96.78</b>
221914	3/1/2021	893247 NATIONAL READY MIXED	765478	12365	MISC. CONCRETE WORK 001-311-0301-4300	834.39
					<b>Total :</b>	<b>834.39</b>
221915	3/1/2021	102423 OCCU-MED, INC.	121901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	1,229.00
			221901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	558.50
					<b>Total :</b>	<b>1,787.50</b>
221916	3/1/2021	102432 OFFICE DEPOT	147414533001		OFFICE SUPPLIES 043-390-0000-4300	13.54
			147434280001		OFFICE SUPPLIES 070-381-0000-4300	75.16
			147434326001		OFFICE SUPPLIES 070-381-0000-4300	17.58

Page: 10

vchlist  
02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221916	3/1/2021	102432 OFFICE DEPOT	(Continued)			
			150813440001		OFFICE SUPPLIES	
					001-222-0000-4300	13.85
			150815236001		OFFICE SUPPLIES	
					001-222-0000-4300	43.12
			150815259001		OFFICE SUPPLIES	
					001-222-0000-4300	55.29
			151271761001		OFFICE SUPPLIES	
					001-222-0000-4300	267.66
			151324230001		OFFICE SUPPLIES	
					001-222-0000-4300	108.54
			152939033001		OFFICE SUPPLIES	
					001-310-0000-4300	26.59
			152949231001		OFFICE SUPPLIES	
					001-310-0000-4300	16.60
			152949236001		OFFICE SUPPLIES	
					001-310-0000-4300	76.99
			153951957001		PRINTER	
					070-381-0000-4290	659.88
			153952216001		OFFICE SUPPLIES	
					070-381-0000-4290	59.99
			154077356001		OFFICE SUPPLIES	
					001-222-0000-4300	8.35
			154077645001		OFFICE SUPPLIES	
					001-222-0000-4300	114.99
			154319463001		OFFICE SUPPLIES	
					001-222-0000-4300	246.41
			154319838001		OFFICE SUPPLIES	
					001-222-0000-4300	27.07
			155284104001		OFFICE SUPPLIES	
					001-222-0000-4300	83.47
			155418680001		OFFICE SUPPLIES	
					001-222-0000-4300	12.19
			156393980001		OFFICE SUPPLIES	
					001-150-0000-4300	41.57
			156394514001		OFFICE SUPPLIES	
					001-140-0000-4300	261.99

Page: 11

vchlist  
02/23/2021 9:53:00AM

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

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221916	3/1/2021	102432 OFFICE DEPOT	(Continued)			
			2469333549		OFFICE SUPPLIES	
					001-222-0000-4300	93.82
					<b>Total :</b>	<b>2,324.65</b>
221917	3/1/2021	892572 OLIVAREZ MADRUGA	12452		LEGAL SERVICES-COVID-19	
			12453		001-110-3689-4270	546.00
					LEGAL SERVICES	
			12454		001-110-0000-4270	2,377.75
					LEGAL SERVICES	
					001-110-0000-4270	24,983.13
					<b>Total :</b>	<b>27,906.88</b>
221918	3/1/2021	889126 ORANGE LINE OIL CO., INC	0825005-IN		OIL FOR FLEET	
					041-1215	1,218.64
					<b>Total :</b>	<b>1,218.64</b>
221919	3/1/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-403836	12252	VEHICLE SERVICE, MAINTENANCE & F	
					041-320-0225-4400	86.13
					<b>Total :</b>	<b>86.13</b>
221920	3/1/2021	892360 PARKING COMPANY OF AMERICA	INVM0015625	12291	PUBLIC TRANSPORTATION SERVICES-	
				12291	007-313-3630-4402	24,240.62
					007-440-0442-4260	24,240.62
					<b>Total :</b>	<b>48,481.24</b>
221921	3/1/2021	890994 PONCE, JOE	FEB 2021		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221922	3/1/2021	890004 PTS	2061716		PD PAY PHONE-FEB 2021	
					001-190-0000-4220	65.64
					<b>Total :</b>	<b>65.64</b>
221923	3/1/2021	893143 RICHARDS, SANDRA MARIE	FEB 2021		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
			JAN 2021		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00

Page: 12

vchlist  
 02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221923	3/1/2021	893143 893143 RICHARDS, SANDRA MARIE	(Continued)		<b>Total :</b>	<b>150.00</b>
221924	3/1/2021	892168 S.B.S.D.	020621		RGSTR-BASIC DISPATCHER COURSE-I 001-225-0000-4360	285.00
					<b>Total :</b>	<b>285.00</b>
221925	3/1/2021	103050 SAN FERNANDO PET HOSPITAL	012121		VET SERVICES-K9 LOKI 001-225-0000-4270	100.00
			020921		VET SERVICES-K9 RENZ 001-225-0000-4270	536.00
			101520		VET SERVICES-K9 LOKI 001-225-0000-4270	115.00
					<b>Total :</b>	<b>751.00</b>
221926	3/1/2021	103941 SHREDDER SPECIALTIES INC	2125		ANNUAL SERVICE RENEWAL AGREEMI 001-222-0000-4300	438.90
					<b>Total :</b>	<b>438.90</b>
221927	3/1/2021	103196 SOUTH COAST AIR QUALITY	3761582		PD GENERATOR RENEWAL FEES 041-320-0000-4260	421.02
			3764328		PD GENERATOR EMISSIONS FEES 041-320-0000-4260	136.40
					<b>Total :</b>	<b>557.42</b>
221928	3/1/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST 043-390-0000-4210	4,249.18
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	7,345.64
					029-335-0000-4210	1,789.67
					070-384-0000-4210	16,181.67
					043-390-0000-4210	7,114.99
			2-33-746-5215		ELECTRIC-190 PARK 027-344-0000-4210	603.72
			2-39-084-2581		ELECTRIC-1117 SECOND 043-390-0000-4210	14.90
			2-39-717-6769		ELECTRIC-801 EIGHTH 043-390-0000-4210	16.39

Page: 13

 vchlist  
 02/23/2021 9:53:00AM

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

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221928	3/1/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued) 2-42-775-4338		ELECTRIC-MACLAY/SF MISSION-METE 030-341-0000-4210	56.44
					<b>Total :</b>	<b>37,372.60</b>
221929	3/1/2021	103251 STANLEY PEST CONTROL	327628	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	94.00
			327633	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	62.00
			327634	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	135.00
			327636	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	55.00
			327637	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	95.00
			327638	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	85.00
			327639	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	85.00
					<b>Total :</b>	<b>611.00</b>
221930	3/1/2021	889149 STAPLES BUSINESS ADVANTAGE	3468335046		EMPLOYEE BREAK ROOM SUPPLIES 001-190-0000-4300	133.18
					<b>Total :</b>	<b>133.18</b>
221931	3/1/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 491080		12315	DOJ LIVESCAN FINGERPRINTING 004-2386	64.00
					<b>Total :</b>	<b>64.00</b>
221932	3/1/2021	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST 043-390-0000-4210	191.25
			084-220-3249-3		GAS-505 S HUNTINGTON 043-390-0000-4210	341.92
			088-520-6400-8		GAS-117 MACNEIL 043-390-0000-4210	201.76
			090-620-6400-2		GAS-120 MACNEIL 070-381-0000-4210	57.19

Page: 14

vchlist  
 02/23/2021 9:53:00AM

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

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221932	3/1/2021	103205 THE GAS COMPANY	(Continued)		072-360-0000-4210	57.19
			143-287-8131-6		043-390-0000-4210	114.38
					GAS-208 PARK	
					043-390-0000-4210	503.75
					<b>Total :</b>	<b>1,467.44</b>
221933	3/1/2021	888821 THE GOODYEAR TIRE & RUBBER CO	121939	12255	TIRES FOR CITY FLEET	
					041-1215	544.28
					<b>Total :</b>	<b>544.28</b>
221934	3/1/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1095309		GRAFFITI ABATEMENT SUPPLIES	
			3020659		001-152-0000-4300	156.20
			5020402		MATL'S-FENCE INSTALL-120 MACNEIL	
			5340388		043-390-0000-4300	204.33
			5340451		MATL'S-FENCE INSTALL-120 MACNEIL	76.36
			534689		043-390-0000-4300	96.46
			6340339		MATL'S-FENCE INSTALL-120 MACNEIL	36.23
			7020236		SMALL TOOLS	
					001-311-0000-4300	64.15
					MATL'S - FENCE INSTALL-120 MACNEIL	
					043-390-0000-4300	30.23
					FENCE INSTALL @ 120 MACNEIL	
					043-390-0000-4330	1,576.42
					<b>Total :</b>	<b>2,240.38</b>
221935	3/1/2021	890833 THOMSON REUTERS	843750347	12311	DETECTIVE INVESTIGATIVE SOFTWARE	
					001-135-0000-4260	211.82
					<b>Total :</b>	<b>211.82</b>
221936	3/1/2021	103903 TIME WARNER CABLE	10328020521		CABLE-02/05-03/04	
			283057020521		001-190-0000-4220	139.70
					LP PARK-CABLE-02/05-03/04	
					001-420-0000-4260	217.67

Page: 15

vchlist  
 02/23/2021 9:53:00AM

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

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221936	3/1/2021	103903 103903 TIME WARNER CABLE	(Continued)		<b>Total :</b>	<b>357.37</b>
221937	3/1/2021	103413 TRANS UNION LLC	01104833		CREDIT CHECKS	
					001-222-0000-4260	85.00
					<b>Total :</b>	<b>85.00</b>
221938	3/1/2021	890998 TRUJILLO, RODOLFO	FEB 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221939	3/1/2021	892258 UNIFORM & ACCESSORIES	821159	12332	UNIFORMS AND UNIFORM ACCESSOR	
			821212	12332	001-222-0000-4300	1,307.54
			821952	12332	UNIFORMS AND UNIFORM ACCESSOR	1,346.98
					001-222-0000-4300	100.74
					<b>Total :</b>	<b>2,755.26</b>
221940	3/1/2021	103439 UPS	831954061		COURIER SERVICE	
					001-190-0000-4280	165.00
					<b>Total :</b>	<b>165.00</b>
221941	3/1/2021	893612 VALLARTA SUPER MARKETS	87304	12349	RESIDENTIAL FOOD DISTRIBUTION PR	
					026-422-0336-4300	8,557.30
					<b>Total :</b>	<b>8,557.30</b>
221942	3/1/2021	103534 VALLEY LOCKSMITH	7478	12381	(2) OFFICE SAFES & INSTALLATION FO	
					001-420-0000-4300	1,840.31
					<b>Total :</b>	<b>1,840.31</b>
221943	3/1/2021	889644 VERIZON BUSINESS	7555256		CITY HALL LONG DISTANCE	
			7555257		001-190-0000-4220	55.06
			7555258		CITY YARD LONG DISTANCE	
					070-384-0000-4220	16.52
					CITY HALL LONG DISTANCE & INTRAL	
					001-190-0000-4220	27.53
					POLICE LONG DISTANCE	
					001-222-0000-4220	128.64

Page: 16

vchlist  
02/23/2021 9:53:00AMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221943	3/1/2021	889644 VERIZON BUSINESS	(Continued) 7555260		CITY YARD LONG DISTANCE 070-384-0000-4220	11.02
			7555261		PARK LONG DISTANCE 001-420-0000-4220	16.91
			7555798		ENGINEERING LONG DISTANCE 001-310-0000-4220	5.51
			7555809		CITY HALL LINES 001-190-0000-4220	60.61
					<b>Total :</b>	<b>321.80</b>
221944	3/1/2021	889627 VERIZON CONFERENCING	Z7299299		CONFERENCE CALLS-JAN 2021 001-190-0000-4220	32.61
					<b>Total :</b>	<b>32.61</b>
221945	3/1/2021	100101 VERIZON WIRELESS-LA	9873018625		VARIOUS PHONE PLANS 072-360-0000-4220	51.02
					001-101-0102-4220	51.02
					001-105-0000-4220	99.80
					<b>Total :</b>	<b>201.84</b>
221946	3/1/2021	893663 VINCOR CONSTRUCTION INC.	2-RETENTION		RETENTION RELEASED-LP PARK BANK 010-2037	5,200.23
					<b>Total :</b>	<b>5,200.23</b>
221947	3/1/2021	888390 WEST COAST ARBORISTS, INC.	169029	12246	ANNUAL TREE TRIMMING CONTRACT : 011-311-0000-4260	7,934.00
				12246	001-311-0000-4260	187.00
					<b>Total :</b>	<b>8,121.00</b>
221948	3/1/2021	892023 WINDSTREAM	73533311		PHONE SERVICES-02/18/21-03/17/21 001-222-0000-4220	701.58
					001-420-0000-4220	468.25
					070-384-0000-4220	539.68
					001-190-0000-4220	2,286.04
					<b>Total :</b>	<b>3,995.55</b>

Page: 17

vchlist  
02/23/2021 9:53:00AMVoucher List  
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
94		Vouchers for bank code : bank3			<b>Bank total :</b>	<b>305,956.44</b>
94		Vouchers in this report			<b>Total vouchers :</b>	<b>305,956.44</b>

Voucher Registers are not final until approved by Council.

Page: 18



*This Page  
Intentionally  
Left Blank*



# THE CITY OF SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** March 1, 2021

**Subject:** Consideration to Approve an Amendment to the Parking Maintenance Agreement between the City and E.B.F. Fowler Family, LLC, for Real Property Located at 800 Truman Street

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Amendment to the existing Parking Maintenance Agreement (Attachment "A" - Contract No. 1865(a)) with E.B.F. Fowler Family, LLC, for real property located at 800 Truman Street and increasing the existing monthly parking maintenance payment by \$1,066.67 per month; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. The City of San Fernando ("City") owns the parking structure identified as City Parking Lot No. 2N located at the southeast corner of South Brand Boulevard and Truman Street at 800 Truman Street, San Fernando, CA 91340 (Los Angeles County Assessor's Parcel Number 2522-015-902) that was developed in or about 1970.
2. The E.B.F. Fowler Family, LLC (hereafter "Fowler" or "Property Owner") owns the real property at the northeast corner of the intersection of San Fernando Road and South Brand Blvd. Constructed on the property is a commercial building (the "Fowler Building"), presently leased to Bank of America et al.
3. Bank of America ("Bank") and the City entered into a lease agreement (the "Agreement") for parking with the City dated as of August 1, 1970, which was fully executed on or about November 17, 1970.

**Consideration to Approve an Amendment to the Parking Maintenance Agreement Between the City and E.B.F. Fowler Family, LLC for Real Property Located at 800 Truman Street**

Page 2 of 3

---

4. The Agreement provides for, among other things, the leasing of a portion of the City's parking structure for use by employees, patrons and other invitees of the consumer bank operations.
5. Construction of the Parking Lot was completed September 1, 1971 and beneficial use of the parking structure began on or about September 1, 1971, which provided for exclusive parking spaces for Bank of America employees and customers within the parking structure as well as general parking for other customers within the City, including other tenants of the Fowler Building.
6. The lease between the Bank and the City has a term of 50 years (i.e., it expires on September 1, 2021) and prescribes a monthly rental rate of \$1,066.67 (Attachment "B"). Section 3.3 of the Agreement authorizes agreed upon rent adjustments to market rate every five (5) years. The City has not adjusted the rental rate since execution of the Agreement.
7. In 2016, toward the end of the ninth (9<sup>th</sup>) five-year rental cycle, staff notified Fowler and the Bank of the City's intention to adjust the rent to market rate as prescribed in the Agreement.
8. On September 18, 2017, the City Council approved a Maintenance Agreement with the Property Owner to pay the additional parking costs and avoid increasing parking costs for their tenant, Bank of America. In addition to the \$1,066.67 paid by the Bank, the property owner pays \$1,000 per month, which is adjusted annually based on CPI.

**ANALYSIS:**

The original 50-year lease between the City and the Bank for use of parking spaces in Lot 2N expires on September 1, 2021. Upon expiration of the Bank's Lease Agreement with the City, the Property Owner desires to take over the monthly rental rate paid by the Bank. Since the Property Owner has an existing Parking Maintenance Agreement with the City, staff is proposing an amendment to the existing Parking Maintenance Agreement to include the Bank's current monthly payment and transfer the right to use the parking to the Property Owner.

The proposed amendment to the Parking Maintenance Agreement meets the City's objective of generating revenue from use of the Parking Structure while also meeting the Fowler's desire to pay the costs on behalf of their tenant. The amendment will also simplify the Agreement as the Bank will be removed as a third party and the Parking Maintenance Agreement will be solely between the City and the Property Owner.

**Consideration to Approve an Amendment to the Parking Maintenance Agreement Between the City and E.B.F. Fowler Family, LLC for Real Property Located at 800 Truman Street**

Page 3 of 3

---

**BUDGET IMPACT:**

The City is currently receiving \$1,066.66 per month, or \$12,800 per year, from the Bank and an additional \$1,061.21 per month, or \$12,734.52 per year, from the Property Owner for the use of parking spaces at Lot 2N. The proposed amendment will maintain the total current payment of \$25,534.52 per year, which is applied to the downtown parking maintenance fund and used toward the maintenance of the public parking facilities in the downtown area.

**CONCLUSION:**

Staff recommends that the City Council approve the proposed Amendment to simplify the lease arrangement for use of parking spaces at Lot 2N while maintaining the current revenue stream that is used toward maintenance of the public parking facilities in the downtown area.

**ATTACHMENT:**

- A. Contract No. 1865(a) with Contract No. 1865
- B. Contract No. 387

**FIRST AMENDMENT TO  
2017 PARKING LOT MAINTENANCE AGREEMENT BETWEEN CITY OF SAN  
FERNANDO and E.B.F. FAMILY, LLC  
(City Parking Lot No. 2N)**

THIS FIRST AMENDMENT ("Amendment") to that certain agreement entitled "PARKING LOT MAINTENANCE AGREEMENT" (the "Master Maintenance Agreement") executed on August 1, 2017 is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and E.B.F. FAMILY, LLC ("Fowler").

**RECITALS**

WHEREAS, City owns the parking structure identified as City Parking Lot No. 2N located at the southeast corner of South Brand Boulevard and Truman Street at 800 Truman Street, San Fernando, CA 91340; Los Angeles County Assessor's Parcel Number 2522-015-902 (hereinafter, the "Parking Structure"); and

WHEREAS, Fowler owns the real property at the northeast corner of the intersection of San Fernando Road and South Brand Blvd which includes a commercial building (the "Fowler Building"), presently leased to Bank of America National Trust and Savings ("Bank"); and;

WHEREAS, Bank occupies the first floor and mezzanine of the Fowler Building; and

WHEREAS, City; Bank and Ethel B. Fowler, a widow, Melvin Fowler, a married man as his sole and separate property and Leland C. Fowler, a married man as his sole and separate property (collectively, the "Fowler Family") are original parties to an agreement dated as of August 1, 1970 and fully executed as of September 22, 1970 (the "Three Party Agreement") (Fowler, as the successor in interest to the Fowler Family, is a party to the Three Party Agreement);

WHEREAS, the Three Party Agreement provides for the leasing of a portion of the Parking Structure by City to Fowler; the vacation of a public alley and the establishment of easements all in connection with the anticipated construction of Parking Lot No. 2N and the eventual use of a portion of the parking lot by the Fowler and commercial tenants and customers of the Fowler Building; and

WHEREAS, City and Bank are also parties to a parking structure lease agreement dated August 1, 1970, but which was fully executed on or about November 17, 1970 (hereinafter, the "Bank Parking Lease Agreement"); and

WHEREAS, the Bank Parking Lease Agreement also sets forth terms for the construction of Parking Lot No. 2N, its repair and maintenance and the payment of rent by Bank to City for the use of a portion of Parking Lot 2N; and

WHEREAS, the Bank Parking Lease Agreement has a term of 50 years commencing as of August 1, 1971 and as such is set to expire after 11:59PM of July 31, 2021; and

WHEREAS, Fowler advises that Bank is willing to extend its tenancy in the Fowler Building, provided the Fowler assumes Bank's rent payment obligations as provided in the Bank Parking Lease Agreement;

WHEREAS, as of the Effective date of this Amendment, Bank's rental payment obligation under the Bank Parking Lease Agreement is \$12,800 per year payable in monthly installments of \$1,066.66; and

WHEREAS, on August 1, 2017, City and the Fowler executed the Master Maintenance Agreement (A true and correct copy of the Master Maintenance Agreement is attached and incorporated hereto as Exhibit "A");

WHEREAS, under the Master Maintenance Agreement, the Fowler agreed to contribute One Thousand dollars (\$1,000.00) per month with 2% per annum increments, to the City in connection with maintaining Parking Lot 2N to the adjacent Fowler Building; and

WHEREAS, Fowler, in addition to those separate payment obligations set forth under the Master Maintenance Agreement between the City and the Fowler is also willing to assume and be responsible for Bank's separate rent payment obligations under the Bank Parking Lease Agreement commencing August 1, 2021; and

WHEREAS, this Amendment was approved by the San Fernando City Council at its Regular Meeting of \_\_\_\_\_ 2021 under Agenda Item \_\_\_\_\_.

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

#### **AGREEMENT**

1. Fowler shall pay City the sum of Twelve Thousand Eight Hundred Dollars (\$12,800) per year (the "Parking Space Rent") payable in monthly installments of One Thousand Sixty-Six Dollars and Sixty-Six Cents (\$1,066.66). The first such installment of \$1,066.66 shall be due and payable to the City on August 1, 2021 and on or before the first Monday of each calendar month thereafter. The aforementioned payments are in addition to the sums Fowler is obligated to pay under Section 2 of the Master Maintenance Agreement. Fowler's obligation to pay the Parking Space Rent as contemplated under this Amendment shall terminate upon the termination of Bank's tenancy in the Fowler Building. Fowler shall provide City with written notice of such termination within ten (10) business days of the effective date of such termination. Fowler's noticing obligations in the event of assignment as provided under Section 6 of the Master Agreement shall also extend to the duties and responsibilities of Fowler under this Amendment.
2. City shall look solely to Fowler for the continued payment of the Parking Space Rent paid in consideration for the use of the parking stalls by Bank's customers or employees during those days and times specified under Section 3 of this Amendment, below. The foregoing notwithstanding, nothing in this Amendment or the Master Maintenance Agreement shall

waive or release Bank or any other tenant of the Fowler Building from the obligation to pay any business license taxes, business license fees or other taxes which the same may be required to pay to the City under the San Fernando Municipal Code.

3. Effective August 1, 2021, Fowler shall be granted by City a non-exclusive license to allow Bank's customers and employees to use parking spaces in the Parking Structure. The use of the parking stalls shall be limited to the temporary parking of automobiles and other motor vehicles owned or otherwise used by Bank employees and Bank customers while they are conducting business at, or otherwise working at, the Bank during the Bank's regular business hours which are as follows: 9:00 A.M. to 4:00 P.M. Monday through Friday and 10:00 A.M. to 1:00 P.M. on Saturday (the "Bank Use Period"). The foregoing notwithstanding, the Parking Structure will also be available for use by all members of the general public during the Bank Use Period, subject only to the City's generally applicable parking restrictions as set forth under the San Fernando Municipal Code or other City policies and regulations. City reserves the right to access the Parking Structure at all times to conduct maintenance and/or repairs and may also suspend the use of all or part of the Parking Structure from time to time to conduct major maintenance and/or repair work, including restriping, repaving and other structural maintenance, provided that City shall give Fowler at least thirty (30) days prior written notice before undertaking such maintenance. Should the use of more than 50% of the parking space in the Parking Structure be suspended for more than thirty (30) consecutive calendar days due to such maintenance or repair, the amount of the Parking Space Rent for the month(s) in which the use was suspended shall be reduced by an amount prorated to reflect the days the Parking Structure was not available to Bank's customers or employees for use. The license granted by City by Fowler shall expire upon the earlier of the following: (i) the termination of Bank's tenancy in the Fowler Building; or (ii) the termination or expiration of the Master Maintenance Agreement.
4. The first sentence of Section 8 (Indemnification) of the Master Agreement is amended in its entirety to state the following as of the Effective Date of this Amendment: *Fowler shall indemnify, defend and hold harmless City from any and all claims, causes of action, suits liability or losses relating to: (i) any actual or alleged breach of the Three-Party Agreement or the Parking Structure Lease asserted by Bank against City arising out or otherwise attributable to the execution of this Agreement or any subsequent amendment(s) to this Agreement; or (ii) any actual or alleged violation of the laws of the State of California or the San Fernando Municipal Code asserted by any Bank or any third-party arising out of the execution or implementation of this Agreement or any amendment to this Agreement or the performance of the City or Fowler in compliance with the terms hereof or any subsequent amendment.*
5. Except as otherwise set forth in this Amendment, the Master Maintenance Agreement shall remain binding, controlling, and in full force and effect. The Master Maintenance Agreement together with this Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. The foregoing notwithstanding, nothing in this Amendment shall operate to amend, terminate or otherwise modify (i) any other unexpired agreement to which City and Fowler are the sole parties, except as expressly provided herein; or (ii) the above-referenced Three-Party Agreement.

6. The provisions of this Amendment shall be deemed a part of the Master Maintenance Agreement and except, as otherwise provided under this Amendment, the Master Maintenance Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Maintenance Agreement, the provisions of this Amendment shall govern and control, but only to the extent such provisions conflict or are inconsistent with the Master Maintenance Agreement and no further. In the event of any conflict or inconsistency between the provision of this Amendment and the Master Maintenance Agreement on the one hand and the provisions of the Three-Party Agreement on the other hand, the provisions of the Three-Party Agreement shall govern and control over this Amendment and the Master Maintenance Agreement, but only to the extent such provisions conflict or are inconsistent with this Amendment or the Master Maintenance Agreement and no further.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, intending to be bound hereto, have executed this Agreement at San Fernando, California, as of \_\_\_\_\_ 20\_\_\_\_.

E.B.F. FAMILY, LLC

By: David L. Fowler

Owner Name/Name of  
Authorized Representative to

Sign: \_\_\_\_\_

Title: Manager

CITY  
City of San Fernando

By: \_\_\_\_\_

Name: Nick Kimball

Title: City Manager

2017  
PARKING LOT MAINTENANCE AGREEMENT  
BETWEEN CITY OF SAN FERNANDO and E.B.F. FAMILY, LLC

Recitals

THIS PARKING LOT MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 1st day of August 2017 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and E.B.F. FAMILY, LLC ("Fowler").

RECITALS

WHEREAS City owns the parking structure identified as City Parking Lot No. 2N located at the southeast corner of South Brand Boulevard and Truman Street at 800 Truman Street, San Fernando, CA 91340; Los Angeles County Assessor's Parcel Number 2522-015-902) that was developed in or about 1970 (hereinafter, the "Parking Structure"); and

WHEREAS Fowler owns the real property at the northeast corner of the intersection of San Fernando Road and South Brand Blvd. Constructed on the property is a commercial building (the "Fowler Building"), presently leased to Bank of America National Trust and Savings ("Bank"); and,

WHEREAS, City; Bank and Ethel B. Fowler, a widow, Melvin Fowler, a married man as his sole and separate property and Leland C. Fowler, a married man as his sole and separate property (collectively, the "Fowler Family") are parties to an agreement dated as of August 1, 1970 and fully executed as of September 22, 1970 (the "Three Party Agreement"); and

WHEREAS, the Three Party Agreement provides for the leasing of a portion of the Parking Structure by City to the Fowler Family; the vacation of a public alley and the establishment of easements all in connection with the anticipated construction of Parking Lot No. 2N and the eventual use of a portion of the parking lot by the Fowler Family and commercial tenants and customers of the Fowler Building (E.B.F. Family, LLC is the successor in interest to the Fowler Family); and

WHEREAS, City and Bank are also parties to a parking structure lease agreement dated August 1, 1970, but which was fully executed on or about November 17, 1970 (hereinafter, the "Parking Structure Lease Agreement"); and

WHAREAS, the Parking Structure Lease Agreement also set forth terms for the construction of Parking Lot No. 2N, its repair and maintenance and the payment of rent by Bank to City for the use of a portion of Parking Lot 2N; and

WHEREAS, the Parking Structure Agreement will expire on its own terms on July 31, 2021 in so far as the agreement has a term of fifty (50) years commencing from the earlier of the

following: August 1, 1971 the date the parking structure contemplated under the Parking Structure Agreement was completed; and

WHEREAS it is important to Bank, Fowler and City to maintain the parking structure and make available parking to patrons of the merchants in the City of San Fernando; therefore Fowler and City have caused this Agreement to be executed to further provide for maintenance of the Parking Structure; and

WHEREAS, this Agreement was approved by the San Fernando City Council at its Regular Meeting of September 18, 2017 under Consent Calendar Agenda Item No. 8.

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

### **Agreement**

1. **Term.** Except for the conditions of termination set forth in paragraph 4, hereof, this Agreement shall have a term of TWENTY (20) years commencing as of the Effective Date. Fowler shall hold one (1) option to extend the initial term of this Agreement for a maximum of four years. Fowler shall exercise the option not less than one hundred and eighty (180) calendar days prior to the expiration of the initial Term. The failure of Fowler to timely exercise such option shall result in the automatic termination of this Agreement upon the expiration of the initial term.

2. **Consideration.** As consideration for this Agreement, Fowler shall pay to City a fee of One Thousand Dollars (\$1000) per month ("Parking Space Maintenance Fee") beginning August 1, 2017. The Parking Space Maintenance Fee shall be due and payable to City by the close of business by or before the 1<sup>st</sup> Monday of each month. The Parking Space Maintenance Fee shall increase by 2% on August 1, 2018 and each anniversary, thereafter. A default in payment of the Parking Space Maintenance Fee is defined to mean the failure to pay one or more maintenance fee payments that remain unpaid for a period of 180 days after written notice from the City of nonpayment.

3. This Agreement shall be effective July 1, 2017 (the "effective date") and continue for the term as stated above. The parties acknowledge that the Three Party Agreement which includes Fowler, City and Bank has an indefinite term. Likewise, the Parking Structure Lease Agreement between City and Bank is set to expire on by its own terms on August 21, 2021. Upon the expiration of the Three-Party Agreement and the Parking Structure Lease Agreement, this Agreement shall continue to govern the relationship of the parties hereto. Upon the expiration of the Parking Structure Lease Agreement and the Three-Party Agreement and City's duties and obligations to Bank under the same, City, in its sole and absolute discretion, reserves the right to enter into a new lease or license with Bank or any other entity for the non-exclusive use of any portion of the Parking Structure. Fowler shall not be required to be a party to any subsequent lease or license between City and Bank or City and any other third party for the non-exclusive use of any portion of the Parking Structure nor shall Fowler be required to participate in the negotiation of the same.

4. **Fowler Building Tenants.** Presently, Bank is the primary tenant in the Fowler Building. Under current City code provisions, banks are exempt from the general parking gross revenue tax. So long as any bank remains a tenant in the Fowler Building, this Agreement shall apply to Fowler. Should a bank no longer be a tenant in the Fowler Building, or should the bank tenant cease banking operations, then, the City code provision for parking applicable to the tenant's activity shall apply, including, but not limited to, business and parking improvement areas, benefit zones, et cetera, and this Agreement shall terminate, including any obligation to pay the Parking Space Maintenance Fee.

5. **Right to Relocate Parking.** During the term of this Agreement, including all extensions thereof, the City may relocate the parking from the parking structure to other parking facilities owned by City within six hundred (600) feet of the Fowler Building upon one hundred and twenty (120) days notice to Fowler and any tenant of Fowler.

6. **Assignment.** Fowler shall notify any subsequent purchaser of the Fowler Building of the obligations under this Agreement, the Three Party Agreement and the Parking Structure Lease. Fowler may not assign its interest in this Agreement, the Three-Party Agreement or any rights, duties or obligations set forth therein without the prior written consent of City, which shall not unreasonably be withheld. Upon such assignment, all rights, duties, obligations set forth in the Three-Party Agreement and this Agreement, including but not limited to the duty to pay the Parking Structure Maintenance Fee, shall transfer to and be assumed by the assignee. Not less than forty five (45) calendar days prior to any contemplated opening of sale escrow for the sale of the Fowler Building by the Fowlers to any third-party, the Fowlers shall provide written notice to City of such pending sale. As a condition to the close of sale escrow, (i) the prospective buyer of the Fowler Building shall be required to assume all rights, duties and obligations set forth in this Agreement and the Three-Party Agreement; and (ii) Fowler shall likewise be required to assign all rights, duties and obligations it has under this Agreement and the Three-Party Agreement to the prospective buyer. The aforementioned assignment and assumption shall be made in the form of a written agreement in a form approved by the City and signed by Fowler, the buyer and the City. Nothing in this Agreement shall be construed to relieve Fowler of the obligation to obtain consent from Bank, if any, with respect to any contemplated assignment by Fowler of its interest, duties and obligations in the Three-Party Agreement and the failure of Fowler to obtain such consent, to the extent required, shall serve as grounds for City to withhold or withdraw its consent to such assignment.

7. **Understanding.** This Agreement, the Three Party Agreement and the Parking Structure Lease constitute 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, concerning the parking structure and the establishment of the maintenance fee. 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 subsequent amendment, modification or supplement shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

8. **Indemnification.** Fowler shall indemnify, defend and hold harmless City from any and all

claims, causes of action, suits, liability or losses relating to any breach of the Three-Party Agreement or the Parking Structure Lease asserted by Bank against Fowler arising attributable to the execution of this Agreement. The foregoing notwithstanding, the Parties acknowledge, understand and agree that the duty to indemnify, defend and hold harmless as set forth in this Agreement does not create a duty on the part of Fowler to maintain the Parking Structure or to indemnify, defend or hold harmless the City for any claims, causes of action, suits, liability or losses arising out of any injury to persons or damage to property suffered by any person who makes use of or otherwise enters upon the Parking Structure.

IN WITNESS WHEREOF, the parties, intending to be bound hereto, have executed this Agreement at San Fernando, California, as of \_\_\_\_\_ 20\_\_\_\_.

E.B.F. FAMILY, LLC

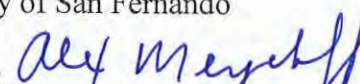
By: David L. Fowler

Owner Name/Name of  
Authorized Representative to

Sign: 

Title: Manager

CITY  
City of San Fernando

By:   
ALEXANDER P. MEYERHOFF

Name: Nick Kimball

Title: Interim City Manager

1/30/70

#387

PARKING STRUCTURE LEASE

DUPLICATE ORIGINAL

THIS LEASE, made and entered into this 1st day of August, 1970, by and between the CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter called "Lessor", and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, hereinafter called "Lessee".

## ARTICLE 1

## DEMISED PREMISES

Section 1.1 Lessor, in reliance upon and in consideration of covenants and conditions herein contained on the part of Lessee (the full and exact performance and observance of each, every, and all thereof being agreed by Lessee to be conditions precedent and subsequent to the covenants herein contained on the part of Lessor, and at the option of Lessor, to the continuation of this Lease), hereby lets and demises unto Lessee and Lessee hereby rents, hires, and takes of and from Lessor for the term and upon the terms and conditions hereinafter set forth, those certain premises, together with all improvements now or hereafter constructed thereon (all of which are hereinafter referred to as the "demised premises"), more particularly described in Exhibit "A" hereof, "Description of Demised Premises".

There is attached to said Exhibit "A" an additional exhibit marked and designated as Exhibit "A-1" which sets forth the legal description of 10 parcels of property and which includes not only the parcels of property covered by or relating to this lease as described in Exhibit "A" but also other parcels of property involved in or relating to other documents, leases, and agreements in which the parties hereto are interested, but

which are not part of the "demised premises". Said Exhibit "A-1", covering more parcels of property than are included in the "demised premises", is attached as a part of the lease for convenient reference, not only to the "demised premises" but to and for reference herein to parcels of property involved in other documents or transactions in which the parties hereto are interested.

A copy of each of the aforesaid Exhibits "A" and "A-1" is attached hereto and each of the same is incorporated herein by this reference and made a part of this Lease.

Section 1.2 It is understood and agreed that this Lease and the interest of Lessee thereunder are subject and subordinate to an easement for sewer and utility purposes over, across, and under a certain strip of property ten feet in width and more particularly described as Parcel 10 in Exhibit "A-1", attached hereto, and the right of the Lessor to go upon the demised premises for the purpose of servicing, maintaining, repairing, constructing, and reconstructing sewer and utility lines. The exercise by Lessor of its rights in and under said easement shall not abate or diminish rental payable under this Lease whatsoever.

Section 1.3 The rights of Lessee hereunder are subordinate and inferior to that certain Lease Agreement and Resolution of Issuance, dated August 1, 1970, covering the demised premises and other premises, entered into by and between the Parking Authority formed under the Parking Law of 1949, as lessor, and Lessor, as lessee (the Master Lease) described in that certain Agreement dated August 1, 1970, entered into by and between Lessor and Lessee, and Ethel B. Fowler, Leland C. Fowler and Melvin Fowler, relative to the demised premises and other properties.

Section 1.4 Lessor shall observe and perform all of the terms and provisions of the Master Lease.

## ARTICLE 2

### TERM

Section 2.1 The term of this Lease shall be for fifty (50) years, commencing as of the commencement date of this Lease as defined in Section 9.7 hereof, and ending fifty (50) years thereafter.

## ARTICLE 3

### RENT

Section 3.1 Lessee shall pay to Lessor as rent for the demised premises for the first five (5) years of the term, the sum of \$1,066.67 monthly, in advance, beginning upon the completion of the multilevel parking structure, (described in Exhibit "A" hereto), as defined in Section 9.7 hereof, provided, however, if the construction costs of the multilevel parking structure exceed the sum of \$240,000.00, the monthly rent shall be increased by a sum equivalent to one-twelfth (1/12) of eight percent (8%) of one-half (1/2) of the increase in the construction costs in excess of \$240,000.00; provided, however, if the construction costs exceed \$300,000.00, either party at its option may terminate this Lease.

As used in this Lease the term "construction costs" shall mean the aggregate of:

- (a) All sums paid or owing to the general contractor pursuant to the construction contract relating to the erection of the multilevel parking structure;
  - (b) Architectural design and engineering fees and insurance;
  - (c) Cost of any performance or lien bonds required;
- and
- (d) Cost of all permits, plan check fees and soil tests.

Section 3.2 As additional rent, Lessee agrees to pay to Lessor on demand one-half of all premiums paid by Lessor for insurance required to be carried by Lessor hereunder in excess of the minimum amount of such insurance required to be carried by Lessor under subsections (a) and (b) of Section 7 of the Master Lease.

Section 3.3 Five (5) years after the commencement date of this Lease, and each five (5) years thereafter during the term there shall be an adjustment of the rent. The adjusted rent in each case shall be the fair market rental value as of the commencement of the particular adjustment period, and the rent shall be payable in advance in equal monthly installments. Six (6) months prior to the end of the first five-year period of the term of this Lease, and six (6) months prior to the end of each five-year period thereafter, the parties shall endeavor to agree upon the adjusted rent. In no event shall the adjusted rent be less than the rent payable pursuant to Section 3.1 hereof.

If Lessor and Lessee are not able to determine the fair market rental value within the first sixty (60) days of the six-month period, either party shall be entitled to submit the question of fair market rental value to arbitration by giving written notice to that effect as hereinafter provided, to the other party.

The party desiring such arbitration shall give written notice to that effect to the other party, specifying in said notice the name and address of the person designated to act as arbitrator on its behalf. Within fifteen (15) days after the service of such notice, the other party shall give written notice to the first party specifying the name and address of the person designated to act as arbitrator on its behalf. If the second party fails to notify the first party of the appointment of its

arbitrator, as aforesaid, within or by the time above specified, then the appointment of the second arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder and the parties are unable to agree upon such appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed. If the said two arbitrators shall not agree upon the decision to be made in such dispute, they shall, themselves, appoint a third arbitrator who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of fifteen (15) days. If the parties do not agree, then either party, on behalf of both, may request the then presiding judge of the Superior Court of the State of California for the County where the demised premises are located, to appoint such third arbitrator, and the other party shall not raise any question as to the Court's full power and jurisdiction to entertain the application and make the appointment and the person so appointed shall be the third arbitrator. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. The decision in which any two of the arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of the one of the two original arbitrators appointed by such party, or in whose stead as above provided, such arbitrator was appointed, and the fees and expenses of the third arbitrator, if any, shall be borne equally by both parties. Except as otherwise provided in this Lease, the said arbitration

shall be conducted in accordance with the rules then in effect of the American Arbitration Association, and judgment upon any arbitration decision rendered may be entered by any Court having jurisdiction thereof. No one shall be designated an arbitrator who is not a member of the American Institute of Real Estate Appraisers.

#### ARTICLE 4

##### RIGHT OF ACCESS IN LESSOR

Section 4.1 Lessor and its authorized agents and representatives shall be entitled to enter the demised premises at all reasonable times for the purpose of: serving, posting and/or keeping posted thereon notices provided for hereunder, or by Section 1183.1 of the Code of Civil Procedure of the State of California or any similar law, rule, or regulation now or hereafter in effect, or such other notices as Lessor may deem necessary or appropriate for the protection of Lessor, its interest, or the demised premises; and/or for the purpose of inspecting the demised premises; and/or for the purpose of maintaining the demised premises; and/or for the purpose of maintaining, repairing, constructing or reconstructing the sanitary sewer and other utilities referred to in Section 1.2 of Article 1 hereof; and/or for the purpose of making any necessary repairs to the demised premises and performing any work thereon which may be required hereunder or which may be necessary to comply with any laws, ordinances, rules, regulations, or requirements of any public authority or any applicable standards that may from time to time be established by the National Board of Fire Underwriters, the National Fire Protective Association, or any similar body, or which Lessor may deem necessary to prevent waste, loss, damage, or deterioration to or in connection with the demised premises. Nothing herein shall imply any duty upon the part of the Lessor to do any work or repair or maintenance which under any provision of this Lease may be required on the part of

the Lessee to be performed, and the performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same. Lessor may, during the progress of any work on the demised premises, keep and store upon the demised premises all necessary materials, tools, and equipment. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or quiet enjoyment, or other damage to Lessee by reason of making any such repairs or performing any such work on the demised premises, or on account of bringing materials, supplies, and equipment into, upon, or through the demised premises during the course thereof, and the obligations of Lessee under this Lease shall not thereby be affected in any manner whatsoever. Lessor shall, however, in connection with the performance of any such work, cause as little inconvenience, disturbance, and other damage to Lessee as may be reasonably possible under the circumstances.

Section 4.2 During the period of time that Lessor has the right to the use of the demised premises for public vehicle parking or for other public function, the right of Lessor of access provided for in Section 4.1 above includes the right to enter and post temporary traffic and other directional signs which shall be applicable during the period that Lessor has the right of such use.

## ARTICLE 5

### DEFAULT

Section 5.1 This Lease is made upon the condition that if default be made in payment of the rent and such default shall continue for more than twenty (20) days after receipt of a written demand by Lessor to Lessee therefor, or if Lessee fails or neglects to perform any of Lessee's other obligations hereunder for a period of twenty days after receipt of written demand by Lessor to Lessee for such performance, (provided, however, that Lessee's obligation in this respect will be fully satisfied where the default cannot be cured within said twenty (20) days, if Lessee

starts to cure same within said period, and thereafter diligently proceeds to complete the curing of the said default), or if Lessee shall abandon or vacate the demised premises, or if the estate hereby created shall be levied upon by execution or similar writ and such writ shall not be cancelled, satisfied or otherwise removed within sixty days after notice by Lessor, or in any event prior to sale thereunder, or if Lessee shall be adjudicated bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then and in any of said events, Lessor or the legal representative of Lessor, without notice or demand, may:

a. Declare said term ended and re-enter the demised premises or any part thereof, either with or without process of law and expel and remove therefrom Lessee, and any and all parties occupying the same and again repossess and enjoy the same.

b. Without declaring this Lease ended, re-enter the demised premises and re-let the whole or any part thereof in either Lessor's or Lessee's name, for the account of the Lessee, for a term which may extend beyond this lease term, and may collect said rent and apply it on the amount due from Lessee hereunder and on any reasonable expense of such re-letting and may then or at any time, or from time to time, recover from Lessee the balance then due.

c. Terminate this Lease and thereupon be entitled to recover from the Lessee the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the lease term over the then reasonable rental value of the demised premises for the same period.

Lessor shall not by any re-entry, or other act, be deemed to have terminated this Lease or the liability of the Lessee for the rent and charges equivalent to rent received hereunder, unless Lessor shall give Lessee notice in writing that Lessor has

elected to so terminate this Lease. The remedies of Lessor specified hereinabove shall be cumulative as to each other and as to all such others allowed by law, and the exercise of any such remedy by Lessor shall be without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant or condition.

#### ARTICLE 6

##### USE OF PREMISES

Section 6.1 Lessee shall use the demised premises for the parking of automobiles and other motor vehicles and no other purpose whatsoever and shall not charge therefor an amount in excess of what Lessor is charging for comparable parking except upon the prior written consent and approval obtained from Lessor.

Section 6.2 During the hours when Lessee is not open for business at its branch bank adjacent to the demised premises, the demised premises may be used by Lessor without charge for public parking of automobiles and other motor vehicles and other public functions.

Section 6.3 Present banking hours of Lessee are 10:00 A.M. to 3:00 P.M., Monday through Thursday, and 10:00 A.M. to 6:00 P.M. on Friday.

#### ARTICLE 7

##### UTILITIES

Section 7.1 Lessor shall pay for all water and electricity which may be furnished to or used in or about the demised premises during the term of this Lease, provided, however, if the present banking hours of Lessee at its branch bank adjacent to the demised premises are changed from those specified above, Lessee shall pay to Lessor any increase in the cost of furnishing such service during the changed hours over and above the cost of supplying same during the one year period immediately prior to the effective date of the changed hours.

## ARTICLE 8

### ASSIGNMENT AND SUBLETTING

Section 8.1 Lessee shall not assign this Lease, nor sublease all or any portion of the demised premises, without the prior written consent of Lessor. Lessor agrees that such written consent shall not be unreasonably withheld. The prohibition herein against assignment without the consent of Lessor shall not apply to any assignment or transfer resulting from a merger or consolidation. In the event Lessee assigns or subleases with the consent of Lessor, it shall remain liable under this Lease the same as though there had been no assignment or sublease.

No assignment or subletting shall be effective for any purpose unless such assignee or sublessee, in writing, assumes and agrees to perform all of the terms and provisions hereof to be performed by Lessee. Upon any such assignment or subletting, a fully executed copy thereof shall be immediately forwarded to Lessor hereunder, which document shall set forth the full name, capacity and address of such assignee or sublessee, and in the event such document is recorded, all of the recording information shall immediately, in writing, be supplied Lessor hereunder by Lessee.

## ARTICLE 9

### CONSTRUCTION OF PARKING

#### STRUCTURE BY LESSOR

Section 9.1 Lessor, or through the Parking Authority referred to in Section 1.3 hereof, or in conjunction therewith, shall without cost or expense to Lessee, commence, and with reasonable diligence, complete the construction of the multilevel parking structure in accordance with said final plans and specifications heretofore prepared by Edward C. Jenkins & Associates, Architects, dated June 2, 1969. Such construction shall be done in a good and workmanlike manner and in accordance with all applicable

building and zoning laws and all laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction over the demised premises.

Section 9.2 Lessee hereby approves the final plans and specifications heretofore delivered to Lessee by Lessor and initialed by Lessee for the multilevel parking structure containing 49 automobile parking spaces in the portion thereof constituting the demised premises.

Section 9.3 The construction work shall be substantially commenced no later than one hundred and twenty (120) days after the execution of this Lease, and said construction shall be thereafter diligently prosecuted to completion so that the same shall be completed no later than nine (9) months thereafter. Delay resulting from acts of God, strikes, labor disturbances, government restrictions or other causes beyond the control of Lessor or its contractors shall extend said time for completion for the period of delay.

Section 9.4 Upon completion, the multilevel parking structure will fully comply with the requirements of all applicable laws, rules, orders, codes, ordinances, requirements and regulations of municipal, state and federal and other governmental authorities now or hereafter constituted, whether or not the same are now in said approved plans and specifications or require amendments to the plans or specifications or require reconstruction of work in progress or work in place, and whether the same be structural or otherwise.

Section 9.5 Lessor shall obtain any and all certificates of occupancy and all other governmental authorizations and permits which are required to be obtained or may be necessary to permit the use of the demised premises for Lessee's use for the parking of automobiles and other motor vehicles.

Section 9.6 No changes shall be made in the layout of the demised premises after approval thereof by Lessee unless such changes are first approved by Lessee.

Section 9.7 The term of this Lease shall commence upon the completion of the multilevel parking structure but in no event later than August 1, 1971, which date is referred to in the Lease as "the commencement date of the Lease."

The term "completion of the multilevel parking structure" as used in this Lease, means completion thereof in accordance with the final plans and specifications, the issuance of a Certificate of Occupancy, and the delivery of possession of the demised premises to Lessee.

#### ARTICLE 10

##### REPAIR AND MAINTENANCE

Section 10.1 Lessee shall during the term of this Lease, at Lessee's sole cost and expense, keep and maintain the interior of the demised premises, including all landscaping, in good and sanitary order, condition, and repair, other than the lighting fixtures. Lessor at its sole cost and expense shall keep and maintain the lighting fixtures and the remainder of the multilevel parking structure in good and sanitary order, condition, and repair, save and except Lessee shall pay one-half of the reasonable cost of periodic painting of the exterior thereof. Lessee's covenant herein shall not be applicable to any repairs or maintenance required by reason of any structural defect, whether the result of defective workmanship, materials used, or design, in the multilevel parking structure.

ARTICLE 11

INSURANCE

Section 11.1 Lessor agrees to cause to be procured and maintained throughout the term hereof at its sole cost and expense, policies of insurance as follows:

(a) Insurance on the demised premises against loss or damage by fire, with extended coverage endorsement (including loss or damage by explosion, lightning, and other risks and hazards commonly covered by extended coverage endorsement), earthquake damage endorsement and replacement cost endorsement; provided, however, that said earthquake damage endorsement may include a usual and customary deductible clause for such loss if mutually agreed upon; and provided further, that the duty of Lessor to procure such earthquake damage endorsement shall be subject to the availability of such insurance. Such insurance shall be in an amount not less than the full insurable value of the multilevel parking structure of which the demised premises are a part, (the term "full insurable value" meaning actual replacement cost "new" without deduction for depreciation but exclusive of foundation cost and underground plumbing) with at least an eighty per cent (80%) average clause.

(b) War damage insurance as and to the extent that such insurance is obtainable from the United States of America or any agency thereof.

All insurance policies shall be obtained from insurance companies satisfactory to the Parking Authority, referred to in Section 1.3 hereof and all such policies shall provide that loss thereunder shall be payable to the Parking Authority pursuant to a lender's loss payable endorsement substantially in accordance with the form approved by the Pacific Fire Rating Bureau and the California Bankers' Association. The Parking Authority shall collect, adjust and receive all monies which may become due and payable under such policies and may compromise any and all claims thereunder and shall use and apply the proceeds of such insurance

as provided in the Master Lease. Upon the request of the Parking Authority, each such policy or an executed duplicate thereof, and all renewals thereof shall be deposited with the Parking Authority. Lessor further agrees to promptly give notice as provided in Section 19 of the Master Lease to the Parking Authority of any cancellation or any change of the terms and conditions of said policies, and after the bonds referred to in the Master Lease to be issued by the Parking Authority have been paid in full, Lessor agrees to promptly also give such notice to Lessee. Copies of the policies or certificates of insurance relating thereto shall be delivered to Lessee by Lessor promptly following their issuance.

To the extent that there are any proceeds from such insurance remaining after compliance with or provision for compliance with all of the terms of the Master Lease and after payment of or provision for payment of all outstanding obligations of the Parking Authority, then such excess proceeds shall be distributed to the Parking Authority and the Lessor as their interest may appear.

All such policies of insurance shall bear an endorsement that no cancellation of such policy may be made without thirty (30) days prior notice of intent to cancel to Lessor and the Parking Authority and after the bonds referred to in the Master Lease to be issued by the Parking Authority have been paid in full, such policies shall also provide for such notice to Lessee.

Section 11.2 Lessor and Lessee hereby waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees, for any loss or damage that may occur to the demised premises, or any improvements thereto, or the multilevel parking structure by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended

coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, and employees.

Section 11.3 Lessee agrees to, and at its expense, carry and maintain during the term hereof, public liability insurance against loss, damage, injury or death occurring from any cause whatsoever in, upon or about the demised premises, in a sum not less than Two Million Dollars (\$2,000,000.00) for injury or death to one person, Five Million Dollars (\$5,000,000.00) for injuries or death to more than one person arising out of the same casualty, and insurance against damage to property in a sum not less than Two Hundred Thousand Dollars (\$200,000.00). All of said policies shall be issued for the benefit of and shall insure Lessor, Lessee, and anyone else designated by Lessor and shall be carried and maintained with standard, solvent stock insurance companies, and Lessee, from time to time as such policies are obtained or renewed, shall furnish Lessor with written certificates issued by such insurance carriers or with duplicate policies thereof. In any event, the certificates or duplicate policies shall be delivered to the Lessor at least fifteen (15) days prior to occupancy of the demised premises and within thirty (30) days prior to the expiration of the term of such policy. Each policy shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Lessor prior to the cancellation or reduction of coverage or amount of the particular policy.

Section 11.4 Any insurance required to be carried by the parties may be carried under a so-called blanket policy or policies.

ARTICLE 12

DESTRUCTION OF DEMISED PREMISES

Section 12.1 In the event the whole or any part of the demised premises shall be damaged or destroyed by any cause insured against under a fire insurance policy or policies with extended coverage, (or if carried, an earthquake insurance policy), at any time during the term of this Lease, Lessor shall cause with all due diligence the repairing, restoration and/or rebuilding of the same as far as practicable on the same plan and design, and same condition as existed immediately prior to such damage or destruction, provided, however, Lessor shall not be required to spend more for the same than an amount equivalent to the proceeds of any fire insurance policy or policies with extended coverage, (or if carried, an earthquake insurance policy), required to be carried by Lessor under the terms of this Lease, and provided further, that if the demised premises are damaged or destroyed during the last five (5) years of the term Lessor shall have the right to terminate this Lease.

Section 12.2 During the period commencing on the date of such damage or destruction and ending with the completion of repair, reconstruction, and/or restoration of the demised premises, the rent to be paid by Lessee shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the demised premises rendered untenable thereby bears to the total number of square feet of the gross floor area in the demised premises immediately prior to such damage or destruction.

Section 12.3 In the event this Lease is terminated under any of the provisions of this Article 12, all rentals and

other charges on the part of Lessee to be paid under this Lease shall be prorated and paid either as of the date of damage or destruction, or as of the date Lessee ceases using the demised premises, whichever occurs last.

Section 12.4 Lessee waives any rights it has or could have under the provisions of Section 1932, Subdivision (2), and Section 1933, Subdivision (4), of the Civil Code of the State of California, or any similar law, rule, or regulation now or hereafter in effect.

#### ARTICLE 13

##### CONDEMNATION

Section 13.1 If the whole of the said parking structure or so much thereof as to render the remainder unusable for parking purposes, shall be taken under the power of eminent domain or sold to any governmental agency threatening to exercise the power of eminent domain, then this Lease shall terminate. If less than the whole of the parking structure shall be so taken or sold and the remainder of the demised premises is usable for parking purposes, then this Lease shall continue in full force and effect as to such remainder of the demised premises and the parties waive the benefit of any law to the contrary. In such event, the rent to be paid by Lessee shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the demised premises rendered untenable bears to the total number of square feet of gross floor area in the demised premises immediately prior to such taking or sale, such determination being made as of the date following the date of such taking or sale. Any award made in any eminent domain proceedings shall be paid to the Parking Authority to the extent provided for in the Master Lease.

ARTICLE 14

TAXES AND ASSESSMENTS

Section 14.1 Lessee shall pay and discharge or cause to be paid and discharged all taxes, assessments and similar charges of every kind, nature and description, whether general or special, ordinary or extraordinary, including any real property taxes on Lessee's leasehold interest in lieu of real property taxes upon the fee interest, (hereinafter referred to collectively as "taxes"), which at any time during the term of this Lease by or pursuant to any law or governmental, legal, political or other authority may be directly or indirectly taxed, levied, charged, assessed or imposed upon or against or which will or may be or become a lien upon any estate, right, title or interest of Lessor or of Lessee in or to the demised premises; provided, however, that in no event shall Lessee be required to pay or discharge any of the following, namely:

(a) Any estate, inheritance, succession, transfer, gift or poll tax levied or assessed against Lessor or against the interest of Lessor in the demised premises;

(b) Any tax upon the income or profits of Lessor or upon any sale or conveyance or encumbrance of the demised premises or any part thereof made by Lessor;

(c) Any tax that may be levied upon any personal property of Lessor or any tax that may be levied on account of any real property of Lessor other than real property included in the demised premises;

(d) Any franchise, capital stock, excise, Social Security, unemployment, sales, use or withholding tax levied or assessed against Lessor or any other tax, assessment, imposition, levy or charge which has no direct relation to the demised premises, and which is levied or assessed against Lessor and not

against the demised premises, which would not become a lien against the demised premises except for the failure of Lessor to pay the same.

Any of the obligations enumerated in preceding subparagraphs (a), (b), (c) and (d) which have become a lien upon Lessee's interest in the demised premises or any part thereof shall be discharged by Lessor, and in the event Lessor shall fail to discharge any such obligation and the same has become a lien upon Lessee's interest, or adversely affects Lessee's interest in the demised premises or any part thereof, then Lessee at its option, may discharge the same and any amount paid by Lessee to effect such discharge shall be repayable forthwith by Lessor to Lessee. Notwithstanding the foregoing, Lessor, if it so desires, may at any time contest the validity of any assessment, tax or levy referred to in the preceding subparagraphs (a), (b), (c) and (d), and Lessee shall not have the right to pay the same while such contest is being regularly conducted by Lessor. In the event that such contest is determined adversely to Lessor, Lessor may pay the same before the judgment becomes final, and Lessor shall, if required by Lessee, furnish to Lessee reasonable indemnity against any loss by reason of such contest.

Section 14.2      Real estate taxes and assessments levied or assessed upon the demised premises with respect to the fiscal year in which the term of this Lease commences and with respect to the fiscal year in which the term of this Lease ends shall be prorated between the parties as of the date upon which this Lease commences and as of the date on which the term of this Lease ends.

All taxes payable by Lessee as aforesaid must be paid by Lessee before any delinquency.

Section 14.3       Benefit may be taken by Lessee of the provisions of any statute or ordinance permitting any such assessments to be paid over a period of time and Lessee shall be obligated to pay only the installments of such assessments which are attributable to the term of this Lease.

Section 14.4       Notwithstanding the foregoing provisions of this Article 14, Lessee, if it so desires, may at any time contest the validity of any assessment, tax or levy. In this event, Lessor at the request of Lessee, but without expense to Lessor, will cooperate with Lessee in such contest. Lessee shall, if required by Lessor, furnish to Lessor reasonable indemnity against any loss by reason of such contest. In the event that the contest filed by Lessee nevertheless results in upholding the assessment, tax or levy, then Lessee shall pay the same prior to any judgment in said matter becoming final. In the event that Lessee shall fail to discharge any such obligation and the same becomes a lien upon the demised premises, or in case of a contest before the judgment in such contest shall become final, then Lessor, at his option, may discharge the same and any amounts paid by Lessor to effect such discharge shall be repaid forthwith by Lessee to Lessor.

#### ARTICLE 15

##### LIENS

Section 15.1       Lessee shall do all things reasonably necessary to prevent the filing of any mechanics' or other liens against the demised premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee. If any such lien shall at any time be filed against the demised premises, Lessee shall either cause the same to be discharged of record within twenty (20) days after

receipt by Lessor of written notice of the date of filing of the same or, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the demised premises during the pendency of such contest. If Lessee shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy of Lessor resulting from Lessee's said default, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Lessee shall repay to Lessor as additional rent, on demand, all sums disbursed or deposited by Lessor pursuant to the foregoing provisions of this Section, including Lessor's costs, expenses and reasonable attorneys' fees incurred by Lessor in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Lessor to subject Lessor's estate to liability under any mechanics' or other lien law.

#### ARTICLE 16

##### INDEMNITY OF LESSOR

Section 16.1 Except for any claim, demand, lien, loss, detriment or liability caused by or arising from the negligence or wilful act of the Lessor, its agents, servants or employees, or caused by or arising from the failure on the part of Lessor to perform any of the terms, covenants, or conditions herein set forth on its part to be performed, (provided that Lessee shall give Lessor prior written notice of such default, if any, and Lessor shall have a reasonable time to correct such failure), Lessee covenants and agrees at all times to save Lessor, as well as the demised premises, free and harmless of and from each and

every claim, demand, lien, loss, detriment and liability, of whatsoever kind or character, at any time made, asserted or claimed, by or on behalf of any person or persons, including Lessee, against Lessor, for or on account of any matter or thing, including injury to or death of any person or persons and damage to property, occurring from any cause upon or about the demised premises, or resulting from, arising out of, or in any wise connected with any condition of the demised premises, or resulting from, arising out of, or in any wise connected with the use and occupancy thereof by Lessee, including all costs and attorneys' fees of Lessor in defending against any one or more of the same.

#### ARTICLE 17

##### RECORDING

Section 17.1 A short form of this Lease shall be recorded in the County where the demised premises are located.

#### ARTICLE 18

##### NOTICES

Section 18.1 Any notices or demands which are required to be given hereunder, or which either party hereto may desire to give to the other, shall be given in writing by mailing the same by registered or certified United States mail, postage prepaid, addressed to the parties at the address shown below, or at such other addresses as the parties may from time to time designate by notice as herein provided, or may be served personally on the parties at said addresses:

CITY OF SAN FERNANDO  
City Hall  
117 Macneil Street  
San Fernando, California 91340  
Attention: City Clerk

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION  
650 South Spring Street  
Los Angeles, California 90014  
Attention: Area Administration Premises

with copy to:

CONTINENTAL SERVICE COMPANY  
1335 South Grand Avenue  
Los Angeles, California 90015

Copies of all such notices shall be sent in the manner indicated to Ethel Fowler, Melvin B. Fowler and Leland C. Fowler at the following address, or such other address as they may from time to time designate by notice as provided in this Section 18.1:

Post Office Box 273  
Bradbury, California 91010

#### ARTICLE 19

##### HOLDOVER BY LESSEE

Section 19.1 In the event Lessee shall hold the demised premises after the expiration of the term hereof with the consent of Lessor, expressed, or implied, such holding over shall, in the absence of written agreement on the subject, be deemed to have created a tenancy from month to month terminable on thirty (30) days' notice by either party to the other, and otherwise subject to all of the terms and provisions of this Lease.

#### ARTICLE 20

##### ALTERATIONS

Section 20.1 Lessee shall not make or suffer to be made any structural changes, alterations, or additions to the demised premises or any part thereof without the written consent of Lessor first had and obtained. Any additions, alterations, or changes in or to the demised premises shall be at Lessee's sole cost and expense and, shall become at once a part of the realty and be the sole property of the Lessor.

ARTICLE 21

SIGNS AND ADVERTISING

Section 21.1 Lessee shall not place or suffer to be placed on the interior or exterior of the demised premises any sign, awning, canopy, marquee, advertising matter, decoration, lettering or other thing of any kind without the written consent of Lessor first had and obtained; provided, however, that during banking hours of the branch bank of Lessee conducted on adjacent premises, Tenant may maintain traffic control and traffic directional signs conforming to the general form used for the entire multi-story parking facility approved by the City Engineer of Lessor.

ARTICLE 22

ATTORNEYS' FEES

Section 22.1 Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Lease, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceedings.

ARTICLE 23

QUIET ENJOYMENT

Section 23.1 Lessor covenants that Lessee shall peaceably and quietly enjoy the demised premises so long as it pays the rent payable by it hereunder and is not in default in performing any of the provisions of this Lease on its part to be performed.

## ARTICLE 24

### ESTOPPEL CERTIFICATES

Section 24.1 Lessee and Lessor shall, at any time and from time to time upon not less than ten (10) days' prior written request by the other party, execute, acknowledge and deliver to Lessor, or Lessee, as the case may be, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the fixed rent and any other charges have been paid in advance, and whether or not there is any existing default by either party or notice thereof served by either party, and if a default, the nature thereof, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the demised premises.

## ARTICLE 25

### PERFORMANCE BY OTHER PARTY

Section 25.1 If Lessee shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Lessor may after notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the same for the account of Lessee. If Lessor, at any time, is compelled to pay or elects to pay any sum of money by reason of the failure of Lessee after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, to comply with any provision of this Lease, or if Lessor is compelled to incur any expense including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default

of Lessee hereunder, the sum or sums so paid by Lessor with interest at 8% per annum, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the incurring of such respective expenses, except as otherwise herein specifically provided. If Lessee is compelled to incur any expense including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessor hereunder or if Lessee shall incur any expense in curing any default by Lessor under the Master Lease, the sum or sums so paid by Lessee with all interest, costs and damages, shall be due and payable from Lessor to Lessee on the first day of the month following the incurring of such expense, and the same may be offset by Lessee against any rent due or to become due hereunder.

Section 25.2 If Lessee shall default in the performance of any covenant on its part to be performed, Ethel B. Fowler, Melvin B. Fowler and Leland C. Fowler may perform same to the extent that they are authorized to do so under the terms and provisions of the lease referred to in that certain lease dated August 1, 1970 by and between Ethel B. Fowler, Melvin Fowler and Leland C. Fowler, as lessor, and Lessee hereunder, as lessee, covering Parcels 1 and 2, (excluding therefrom Parcels 7, 8 and 9), and Parcel 4 of the real property described in Exhibit "A-1" hereto.

## ARTICLE 26

### GENERAL PROVISIONS

Section 26.1 (a) The captions of the Articles of this lease are for convenience only, and shall not be considered or referred to involving questions or interpretations or construction.

(b) The words "Lessor" and "Lessee" wherever used herein shall be applicable to one or more persons as the case may be, and the neuter shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several.

(c) The word "persons" wherever used shall include individuals, firms, associations and corporations.

(d) No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect the default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. The acceptance by Lessor of rent with knowledge of the breach of any of the covenants of this Lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

(e) It is hereby covenanted and agreed between the parties hereto that all of the covenants, terms and conditions in this Lease contained shall be cumulative and none shall exclude any other, as herein provided or as allowed by law, and that each and all of them shall inure to and be binding upon the respective successors and assigns of the respective parties hereto, as if they were in any case named and expressed, and the same shall be construed as covenants running with the land.

(f) No modification of this Lease shall be binding unless evidenced by an agreement in writing signed by each of the parties hereto.

(g) Time is of the essence of this Lease and each of its provisions.

(h) Any approval or consent required hereunder shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease the day and year first above written.

CITY OF SAN FERNANDO

By

Paul E. Macey  
Mayor

LESSOR

ATTEST:

Leila Edwards  
Leila Edwards, City Clerk  
City of San Fernando

(SEAL)

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

By

M. Karlin  
Assistant Vice President

By

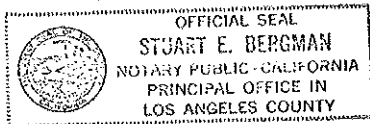
E. Stuland  
Assistant Secretary

LESSEE

STATE OF CALIFORNIA        )  
                                  ) ss  
County of Los Angeles        )

On this 17th day of November, 1970, before me,  
the undersigned, a Notary Public, in and for said County and State,  
duly commissioned and sworn, personally appeared Paul E. Macey,  
known to me to be the Mayor, and Leila Edwards, known to me to  
be the City Clerk, respectively, of The City of San Fernando, the  
municipal corporation, that executed the within instrument, and  
known to me to be the persons who executed the within instrument  
on behalf of such municipal corporation therein named, and acknowl-  
edged to me that such municipal corporation executed the within  
instrument pursuant to a resolution of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name  
and affixed my official seal on the day and year in this certifi-  
cate first above written.

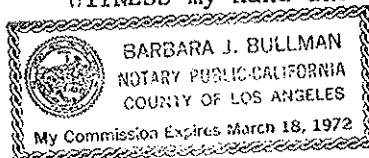


*Stuart E. Bergman*  
Notary Public in and for said  
County and State.  
STUART E. BERGMAN - Notary Public - Cal.  
COM. EXP. FEB. 8, 1971 - LOS ANGELES CO.  
117 Macneil Street, San Fernando, Calif. 91340

STATE OF CALIFORNIA        )  
                                  ) ss  
County of Los Angeles        )

On this 24th day of November, 1970, before me,  
the undersigned, a Notary Public in and for said County and State,  
personally appeared M. T. Barker, known to me to be  
Assistant Vice President, and E. Sutherland, known to  
me to be Assistant Secretary of BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION, the Corporation that executed the within  
instrument, known to me to be the persons who executed the within  
instrument on behalf of the Corporation therein named, and acknowl-  
edged to me that such Corporation executed the within instrument  
pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Barbara J. Bullman*  
Notary Public in and for said  
County and State.

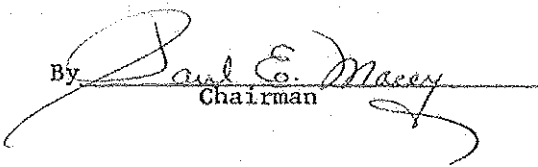
CONSENT TO  
PARKING STRUCTURE LEASE

The undersigned, the Lessor under the Master Lease,  
referred to in the foregoing Parking Structure Lease, hereby  
consents to said Parking Structure Lease.

Dated: November 16, 1970

PARKING AUTHORITY OF  
THE CITY OF SAN FERNANDO

By

  
Chairman

ATTEST:

  
Secretary

(SEAL)

EXHIBIT "A"

DESCRIPTION OF DEMISED PREMISES

The premises covered by this lease are situated in the City of San Fernando, County of Los Angeles, State of California, and are described as:

The ground floor of the multi-level vehicle parking structure, exclusive of entrances, exits, and ramps to the upper levels (hereinafter referred to as "Parking Structure") to be constructed on those certain parcels of real property described as Parcels 5, 6, 7, 8, and 9 in Exhibit "A-1" attached to this Exhibit "A".

Subject to covenants, conditions, restrictions, rights of way, and easements of record, including the easement described in Parcel 10 of Exhibit "A-1".

Rev. 9/14/70

EXHIBIT "A-1"

LEGAL DESCRIPTIONS OF PARCELS OF PROPERTY  
ALL LOCATED IN THE CITY OF SAN FERNANDO,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Parcel 1.

All that certain parcel of land situated in the Rancho Ex Mission de San Fernando, in the City of San Fernando, in the County of Los Angeles, State of California, being a portion of that certain parcel of land labeled "Southern Pacific Railroad" on the map of the Porter Land and Water Co's Resurvey of the Town of San Fernando recorded in Book 34, Pages 65 and 66 of M. R. in the office of the County Recorder of said County, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road 80 feet wide "Formerly Porter Avenue"; thence North  $41^{\circ} 19' 32''$  West along the Northwesterly prolongation of said Northeasterly line of San Fernando Road a distance of 30.83 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  West; thence Northeasterly along said curve through a central angle of  $50^{\circ} 45' 44''$  an arc distance of 91.03 feet to the Northwesterly prolongation of the Northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, South  $41^{\circ} 19' 32''$  East 44.63 feet to the most Northerly corner of Lot 1 of said Tract No. 4687; thence Southwesterly along the Northwesterly line of said Lot 1 to the point of beginning.

Parcel 2.

Lots 1, 2 and 3 in Tract No. 4687 in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 62, Page 37 of Maps in the office of the County Recorder of said County.

Excepting from said Lot 3, the southeasterly 1.25 feet thereof.

Parcel 3.

The southeasterly 1.25 feet of Lot 3 and all of Lots 4, 5, and 6 in Tract No. 4687 in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 62, Page 37 of Maps, in the office of the County Recorder of said County.

Parcel 4.

A strip of land, 7 feet wide, being the southwesterly 7 feet of a parcel of land in the City of San Fernando, County of Los Angeles, State of California, bounded as follows: on the northeast and southwest by the northeasterly and southwesterly lines and northwesterly prolongations thereof, of the alley as shown on and dedicated by the map of Tract No. 4687, recorded in Book 62, Page 37 of Maps, in the office of the County Recorder of said County; on the southeast by the northwesterly line of Kittridge Street, 60 feet wide, as shown on said map of Tract No. 4687; and on the northwest by the southeasterly line of the land described in Parcel 1 of the deed to the City of San Fernando, recorded on June 16, 1967 as Document No. 4028 in Book D-3675 Page 420, Official Records, in the office of the County Recorder of said County.

Parcel 5.

That certain parcel of land in the Rancho Ex-Mission de San Fernando, in the City of San Fernando, County of Los Angeles, State of California, being a portion of Porter Land & Water Co's. resurvey of the town of San Fernando, recorded in Book 34, pages 65 and 66 of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the northwesterly line of Kittridge Street, 60 feet wide, with the northeasterly line of the alley, 15 feet wide, all as shown on the map of Tract No. 4687, recorded in Book 62, Page 37 of Maps, in the office of said County Recorder; thence along said Kittridge Street, north  $48^{\circ} 47' 36''$  east 77.38 feet to the most southerly corner of Truman Street, as described in deed to the State of California, recorded on September 15, 1950 as Document No. 1402, in Book 34305, Page 18, Official Records, in the office of said County Recorder; thence northwesterly and westerly along the various courses in the southwesterly line of said Truman Street to the southeasterly line of Brand Boulevard, as described in deed to the City of San Fernando, recorded on September 1, 1943 in Book 20209, Page 346, of said Official Records; thence south  $48^{\circ} 40' 36''$  west along said boulevard to the northwesterly prolongation of said northeasterly line of said alley; thence along said prolongation, and along said northeasterly line of said alley, south  $41^{\circ} 14' 22''$  east, 219.95 feet more or less, to the point of beginning.

Except therefrom that portion of said land included within the lines of the land described in Parcel 1 of the deed to the City of San Fernando, recorded on June 16, 1967, as instrument No. 4028 in Book D-3675, Page 420, Official Records of said County.

Parcel 6.

A strip of land, 15 feet wide, in the City of San Fernando, in the County of Los Angeles, State of California, bounded as follows:

On the northeast and southwest by the northeasterly and southwesterly lines and northwesterly prolongations thereof, of the alley as shown on and dedicated by the map of Tract No. 4687, recorded in Book 62, Page 37 of Maps, in the office of the County Recorder of said County; on the southeast by the northwesterly line of Kittridge Street, 60 feet wide, as shown on said map of Tract 4687; and on the northwest by the southeasterly line of the land described in Parcel 1 of the deed to the City of San Fernando, recorded on June 16, 1967 as Document No. 4028 in Book D-3675, Page 420, Official Records, in the office of said County Recorder.

Parcel 7.

An easement and right to encroach into, and for the construction, reconstruction, repair and maintenance of a multilevel vehicle parking structure within the air space above, the northeasterly 13.00 feet (measured at right angles), of Lots 1, 2, 3, 4, 5 and 6 of Tract No. 4687, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 62 Page 37 of Maps in the office of the County Recorder

of said County, and over the northeasterly 13.00 feet (measured at right angles) of that certain parcel of land situated in the Rancho Ex-Mission de San Fernando, in said city, county and state, being a portion of that certain parcel of land labeled "Southern Pacific R. R." on the map of the Porter Land and Water Co.'s Resurvey of the Town of San Fernando, recorded in Book 34 Pages 65 and 66 of Miscellaneous Records in the office of said County Recorder, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road, 80 feet wide, "formerly Porter Avenue"; thence North  $41^{\circ} 19' 32''$  west along the northwesterly prolongation of said northeasterly line of San Fernando Road, a distance of 30.83 feet to a point on a non-tangent curve concave southeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  west; thence northeasterly along said curve through a central angle of  $5^{\circ} 45' 44''$  an arc distance of 91.03 feet to the northwesterly prolongation of the northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, south  $41^{\circ} 19' 32''$  east 44.63 feet to the most northerly corner of Lot 1 of said Tract No. 4687; thence southwesterly along the northwesterly line of said Lot 1 to the point of beginning.

Except that portion of all of the above described land lying below a sloping plane having an elevation of 1,069.25 feet along the northwesterly line of said land, and having an elevation of 1,067.75 feet along the southeasterly line of said land, which elevations are based on the bench mark at the northwest curb line of South Brand Boulevard, 86 feet northeast of the northeast line of San Fernando Road, 80 feet wide, said bench mark being shown in C.E.F.B. No. 15, Page 5-A, on file in the office of the City Engineer of said City, as having an elevation of 1,061.67 feet.

Together with reasonable means of access to such easement for the purposes specified above, over, under, through and across all of Lots 1, 2, 3, 4, 5, and 6 in said Tract No. 4687, and over, under, across, above, and through all of that certain parcel of land situated in the Rancho Ex-Mission de San Fernando, in said City, County and State, being a portion of that certain parcel of land labeled "Southern Pacific R.R." on the map of the Porter Land and Water Co.'s Resurvey of the Town of San Fernando, recorded in Book 34 Pages 65 and 66 of Miscellaneous Records in the office of said County Recorder, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road, 80 feet wide, "formerly Porter Avenue"; thence  $41^{\circ} 19' 32''$  west along the northwesterly prolongation of said northeasterly line of San Fernando Road, a distance of 30.83 feet to a point on a non-tangent curve concave southeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  west; thence northeasterly along said curve through a central angle of  $5^{\circ} 45' 44''$  an arc distance of 91.03 feet to the northwesterly prolongation of the northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, south  $41^{\circ} 19' 32''$  east 44.63 feet to the most northerly corner of Lot 1 of said Tract No. 4687; thence southwesterly along the northwesterly line of said Lot 1 to the point of beginning.

Parcel 8.

An easement and right to encroach into, through, under, over, across, and upon, and for construction, reconstruction, repair and maintenance of a grade beam and foundation within, the southwesterly 4 feet (measured at right angles), of the northeasterly 13 feet, (measured at right angles), of Lots 1, 2, 3, 4, 5, and 6 of Tract No. 4687, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 62 Page 37 of Maps in the office of the County Recorder of said County, and over the southwesterly 4 feet, (measured at right angles), of the northeasterly 13 feet, (measured at right angles), of that certain parcel of land situated in the Rancho Ex-Mission de San Fernando, in said City, County, and State, being a portion of that certain parcel of land labeled "Southern Pacific R.R." on the map of the Porter Land and Water Co.'s Resurvey of the Town of San Fernando, recorded in Book 34 Pages 65 and 66 of Miscellaneous Records in the office of said County Recorder, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road, 80 feet wide, "formerly Porter Avenue"; thence North  $41^{\circ} 19' 32''$  west along the northwesterly prolongation of said northeasterly line of San Fernando Road, a distance of 30.83 feet to a point on a non-tangent curve concave southeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  west; thence northeasterly along said curve through a central angle of  $5^{\circ} 45' 44''$  an arc distance of 91.03 feet to the northwesterly prolongation of the northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, south  $41^{\circ} 19' 32''$  east 44.63 feet to the most northerly corner of Lot 1 of said Tract No. 4687; thence southwesterly along the northwesterly line of said Lot 1 to the point of beginning.

Except that portion of all of the above described land lying above a sloping plane having an elevation of 1,063.25 feet along the northwesterly line of said land, and having an elevation of 1,061.75 along the southeasterly line of said land, which elevations are based on the bench mark at the northwest curb line of South Brand Boulevard, 86 feet northeast of the northeast line of San Fernando Road, 80 feet wide, said bench mark being shown in C.E.F.B. No. 15 Page 5-A, on file in the office of the City Engineer of said City, as having an elevation of 1,061.67 feet.

Also except that portion of all of the above described land lying below a sloping plane having an elevation of 1,058.75 feet along the northwesterly line of said land, and having an elevation of 1,057.25 feet along the southeasterly line of said land, which elevations are based on the bench mark at the northwest curb line of South Brand Boulevard, 86 feet northeast of the northeast line of San Fernando Road, 80 feet wide, said bench mark being shown in C.E.F.B. No. 15 Page 5-A, on file in the office of the City Engineer of said City, as having an elevation of 1,061.67 feet.

Together with reasonable means of access to such easement for the purposes specified above, over, under, through and across all of Lots 1, 2, 3, 4, 5, and 6 in said Tract No. 4687, and over, under, across, above, and through all of that certain parcel of land situated in the Rancho Ex-Mission de San Fernando, in said City, County and State, being a portion of that certain parcel of land labeled "Southern Pacific R.R." on the map of the Porter Land and Water Co.'s Resurvey of the Town of San Fernando, recorded in

Book 34 Pages 65 and 66 of Miscellaneous Records in the office of said County Recorder, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road, 80 feet wide, "formerly Porter Avenue"; thence North  $41^{\circ} 19' 32''$  west along the northwesterly prolongation of said northeasterly line of San Fernando Road, a distance of 30.83 feet to a point on a non-tangent curve concave southeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  west; thence northeasterly along said curve through a central angle of  $5^{\circ} 45' 44''$  an arc distance of 91.03 feet to the northwesterly prolongation of the northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, south  $41^{\circ} 19' 32''$  east 44.63 feet to the most northerly corner of Lot 1 of said Tract No. 4687; thence southwesterly along the northwesterly line of said Lot 1 to the point of beginning.

Parcel 9.

An easement and right to encroach into, through, under, over, across and upon, and for construction, reconstruction, repair, and maintenance of columns and column footings within the southwesterly 4 feet (measured at right angles), of the northeasterly 13 feet, (measured at right angles), of Lots 1, 2, 3, 4, 5, and 6 of Tract No. 4687, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 62 Page 37 of Maps in the office of the County Recorder of said County, and over the southwesterly 4 feet, (measured at right angles), of the northeasterly 13 feet, (measured at right angles), of that certain parcel of land situated in the Rancho Ex-Mission de San Fernando, in said City, County and State, being a portion of that certain parcel of land labeled "Southern Pacific R.R." on the map of the Porter Land and Water Co.'s Resurvey of the Town of San Fernando, recorded in Book 34 Pages 65 and 66 of Miscellaneous Records in the office of said County Recorder, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road, 80 feet wide, "formerly Porter Avenue"; thence North  $41^{\circ} 19' 32''$  west along the northwesterly prolongation of said northeasterly line of San Fernando Road, a distance of 30.83 feet to a point on a non-tangent curve concave southeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  west; thence northeasterly along said curve through a central angle of  $5^{\circ} 45' 44''$  an arc distance of 91.03 feet to the northwesterly prolongation of the northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, south  $41^{\circ} 19' 32''$  east 44.63 feet to the most northerly corner of Lot 1 of said Tract No. 4687; thence southwesterly along the northwesterly line of said Lot 1 to the point of beginning.

Except that portion of all of the above described "land" lying above a sloping plane having an elevation of 1,078.25 feet along the northwesterly line of said land, and having an elevation of 1,076.75 feet along the southeasterly line of said land, which elevations are based on the bench mark at the northwest curb line of South Brand Boulevard, 86 feet northeast

of the northeast line of San Fernando Road, 80 feet wide, said bench mark being shown in C.E.F.B. No. 15, Page 5-A, on file in the office of the City Engineer of said City, as having an elevation of 1,061.67 feet.

Also except that portion of all of the above described land lying below a sloping plane having an elevation of 1,058.75 feet along the northwesterly line of said land, and having an elevation of 1,057.25 feet along the southeasterly line of said land, which elevations are based on the bench mark at the northwest curb line of South Brand Boulevard, 86 feet northeast of the northeast line of San Fernando Road, 80 feet wide, said bench mark being shown in C.E.F.B. No. 15 Page 5-A, on file in the office of the City Engineer of said City, having an elevation of 1,061.67 feet.

Together with reasonable means of access to such easement for the purposes specified above, over, under, through and across all of Lots 1, 2, 3, 4, 5, and 6 in said Tract No. 4687, and over, under, across, above, and through all of that certain parcel of land situated in the Rancho Ex-Mission de San Fernando, in said City, County and State, being a portion of that certain parcel of land labeled "Southern Pacific R.R." on the map of the Porter Land and Water Co.'s Resurvey of the Town of San Fernando, recorded in Book 34 Pages 65 and 66 of Miscellaneous Records in the office of said County Recorder, described as follows:

Beginning at the most westerly corner of Lot 1 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, being in the northeasterly line of San Fernando Road, 80 feet wide, "formerly Porter Avenue"; thence North  $41^{\circ} 19' 32''$  west along the northwesterly prolongation of said northeasterly line of San Fernando Road, a distance of 30.83 feet to a point on a non-tangent curve concave southeasterly and having a radius of 905.16 feet, a radial line of said curve to said last mentioned point bears North  $52^{\circ} 40' 01''$  west; thence northeasterly along said curve through a central angle of  $5^{\circ} 45' 44''$  an arc distance of 91.03 feet to the northwesterly prolongation of the northeasterly line of Lot 1 of said Tract No. 4687; thence along said prolongation, south  $41^{\circ} 19' 32''$  east 44.63 feet to the most northerly corner of Lot 1 of said Tract No. 4687; thence southwesterly along the northwesterly line of said Lot 1 to the point of beginning.

Parcel 10.

An easement 10 feet wide for the purpose of maintaining, repairing, constructing, reconstructing and replacing sanitary sewer and water pipe lines and other utility lines, within a strip of land lying 5 feet on each side of the center line of the 15 foot wide strip of land located in the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

On the northeast and southwest by the northeasterly and southwesterly lines and northwesterly prolongations thereof, of the alley as shown on and dedicated by the map of Tract No. 4687, recorded in Book 62, Page 37 of Maps, in the office of the County Recorder of said County, on the southeast by the northwesterly line of Kittridge Street, 60 feet wide, as shown on said map of Tract No. 4687; and on the northwest by the southeasterly line of the land described in Parcel 1 of the deed to the City of San Fernando, recorded on June 16, 1967 as Document No. 4028 in Book D-3675, Page 420, Officials Records, in the office of said County Recorder.

All of said parcels are subject to covenants, conditions, restrictions, reservations, rights and rights of way of record.

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



# SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** March 1, 2021

**Subject:** Consideration to Approve Certain Executive Orders Extending and Implementing COVID-19 Relief Programs

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Executive Order No. 2021-02-04 (Attachment "A") extending the COVID-19 Permits and Programs issued under following Executive Orders through June 30, 2021:
  - i. Executive Order No. 2020-07-23 (Attachment "A" Exhibit "1") establishing COVID-19 Outdoor Services Permit regulations;
  - ii. Executive Order No. 2020-08-26 (Attachment "A" Exhibit "2") establishing COVID-19 Temporary Banner/Sign Permit regulations; and
  - iii. Executive Order No. 2020-09-29 (Attachment "A" Exhibit "3") establishing COVID-19 City Parks Open Space Service Area Permit regulations.
- b. Approve Executive Order No. 2021-02-22 (Attachment "B") implementing COVID-19 Relief Programs; and
- c. Approve Executive Order No. 2021-02-23 (Attachment "C") extending the 2020 calendar year Residential Parking Permits and Swap Meet Exhibitor Permits and Business Licenses through March 31, 2021 due to COVID-19.

### BACKGROUND:

1. On March 16, 2020, the City Council of the City of San Fernando ("City") declared a Local Emergency pursuant to San Fernando Municipal Code Chapter 26 Section 2 in response to the public threat caused by the Coronavirus (COVID-19) pandemic. Such declaration grants specific duties to the officers and employees of the City as set forth in Chapter 26 Section 63.

**Consideration to Approve Certain Executive Orders Extending and Implementing COVID-19 Relief Programs**

Page 2 of 4

---

2. On March 21, 2020, the County of Los Angeles Department of Public Health (the “Health Department”) first issued the “Safer at Home Order for the Control of COVID-19” (the “Safer at Home Order”) and has issued a succession of updated iterations to the same since with the most recent iteration of the Safe at Home Order being issued on February 18, 2021.
3. On July 23, 2020, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2020-07-23 establishing Outdoor Service Permit regulations that authorized businesses to setup outdoor service beyond what was already permitted in an effort to ensure proper social distancing protocols. The regulations established by this Executive Order were set to expire on December 31, 2020, unless extended by the Director of Emergency Services due to the extension of economic restrictions imposed by the County Public Health Officer or similar order.
4. On August 26, 2020, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2020-08-26 waiving certain banner/sign requirements to facilitate business operations affected by COVID-19. The regulations established by this Executive Order were set to expire on December 31, 2020, unless extended by the Director of Emergency Services due to the extension of economic restrictions imposed by the County Public Health Officer or similar order.
5. On September 29, 2020, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2020-09-29 allowing businesses such as gyms, fitness centers, dance studios and cycling studios to reserve an open space within a City-owned park to conduct instructional classes. The regulations established by this Executive Order were set to expire on December 31, 2020, unless extended by the Director of Emergency Services due to the extension of economic restrictions imposed by the County Public Health Officer or similar order.
6. On November 29, 2020, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager closed City Hall to the public due to a surge in COVID-19 cases and hospitalizations in the County of Los Angeles.
7. On December 3, 2020, the state of California issued a Regional Stay at Home Order that implemented additional restrictions in regions with less than 15% ICU availability. It prohibited private gatherings of any size, closed all business sector operations except for critical infrastructure and retail, and required 100% masking and physical distancing.
8. On January 25, 2021, the state of California lifted the Regional Stay at Home Order, which allowed business sector operations to reopen, subject to County Health Officer guidelines.

**Consideration to Approve Certain Executive Orders Extending and Implementing COVID-19 Relief Programs**

Page 3 of 4

---

9. On February 1, 2021, due to the continued economic restrictions being imposed by the County Health Order, City Council approved a number of COVID-19 relief programs for business and residents.
10. On February 4, 2021, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2021-02-04 extending the rules, regulations and procedures authorized pursuant to Executive Order Nos. 2020-07-23, 2020-08-26, and 2020-09-29 through June 30, 2021 due to the continued economic restrictions being imposed by the County Health Order.
11. On February 22, 2021, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager reopened City Hall to the public on a modified schedule: Mondays 12:00 pm to 5:30 pm; Wednesdays 12:00 pm to 5:30 pm; and Thursdays 12:00 pm to 5:30 pm.
12. On February 22, 2021, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2021-02-22 implementing the COVID Relief Programs approved by City Council on February 1, 2021.
13. On February 23, 2021, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2021-02-23 extending the 2020 calendar year Residential Parking Permits and Swap Meet Exhibitor Permits and Business Licenses through March 31, 2021.

**ANALYSIS:**

Pursuant to the San Fernando Municipal Code, Section 26-62, during a declared emergency, the City Manager is designated as the Director of Emergency Services. The Powers and Duties of the Director of Emergency Services are outlined in Section 26-63 of the San Fernando Municipal Code. Section 26-63(a)(6)a authorizes the Director of Emergency Services to “Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council.”

Throughout the COVID-19 pandemic response, many of the rules, regulations, and programs implemented to protect and support the City’s businesses and residents have been done through Executive Order, which require confirmation by City Council at the earliest practicable time. Staff is requesting City Council’s approval of Executive Order Nos. 2021-02-04, 2021-02-22, and 2021-02-23 as required by, and in accordance with, Section 26-63(a)(6)a of the San Fernando Municipal Code.

**Consideration to Approve Certain Executive Orders Extending and Implementing COVID-19 Relief Programs**

Page 4 of 4

---

**BUDGET IMPACT:**

There is no additional budget impact associated with approving Executive Order Nos. 2021-02-04, 2021-02-22, and 2021-02-23 as the rules, regulations, and programs included in the Orders have already been implemented pursuant to prior City Council direction. The budget impact associated with each program implemented through Executive Order Nos. 2021-02-04, 2021-02-22, and 2021-02-23 was included as part of the City Council discussion of each item.

**CONCLUSION:**

Staff recommends that the City Council approve Executive Order Nos. 2021-02-04, 2021-02-22, and 2021-02-23.

**ATTACHMENTS:**

- A. Executive Order 2021-02-04, with Exhibits 1 – 3
- B. Executive Order 2021-02-22
- C. Executive Order 2021-02-23



# THE CITY OF SAN FERNANDO

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES EXECUTIVE ORDER NO. 2021-02-04 (EXTENSION OF COVID-10 RELATED REGULATIONS AND PERMITS)**

Issue Date: February 4, 2021

### 1. Findings and Intent.

- a. On July 7, 2020, the City issued Executive Order No. 2020-07-23 establishing regulations for COVID-19 Outdoor Services Permits to allow outdoor services in certain areas, including sidewalks and private parking lots, pursuant to social distancing protocols in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except the General Neighborhood District (GN).
- b. On August 26, 2020, the City issued Executive Order No. 2020-08-26 establishing regulations for a COVID-19 Temporary Banner/Sign Permit to authorize the waiver of certain banner requirements to facilitate business operations affected by COVID-19 for promotional purposes in conjunction with a permitted business establishment.
- c. On September 29, 2020, the City issued Executive Order No. 2020-09-29 establishing regulations for a COVID-19 City Parks Open Space Service Area Permit to allow businesses such as gyms, fitness centers, dance studios, and cycling studios to reserve an open space within a City-owned park to conduct instructional classes.
- d. On December 3, 2020, in response to a significant surge in COVID-19 cases, the state of California issued a *Regional Stay at Home Order* ("Regional Order"). The Regional Order triggered additional social and economic restrictions in regions with less than 15% ICU bed availability, which included the County of Los Angeles. The Regional Order prohibited private gatherings of any size, closed sector operations except for critical infrastructure and retail, and required 100% masking (with certain exceptions) and physical distancing.
- e. On December 31, 2020, the rules, regulations and procedures authorized pursuant to Executive Order Nos. 2020-07-23, 2020-08-26, and 2020-09-29, and the permits issued pursuant to those rules, regulations and procedures, expired.

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**

### **EXECUTIVE ORDER NO. 2021-02-04**

#### **Extension of COVID-19 Related Regulations and Permits**

**Issue Date: February 4, 2021**

**Page 2 of 3**

- f. On January 25, 2021, the state of California lifted the Regional Order based on projected ICU bed availability data that allowed counties to the appropriate tier and rules under the *Blueprint for a Safer Economy*.
- g. On January 25, 2021, and revised on January 29, 2021, the County of Los Angeles Department of Public Health issued an updated County Health Order to allow the following activities to resume, with adherence to all of the sector specific protocols to ensure distancing, wearing of face coverings, and infection control:
  - i. Miniature golf, go karts, batting cage: Outdoor operations is allowed at 50% occupancy.
  - ii. Outdoor recreational activities are open (competitive sports remains prohibited).
  - iii. Hotels & motels for tourism and individual travel: allowed.
  - iv. Personal care services: Indoor services allowed at 25% capacity.
  - v. Indoor mall, shopping center, lower-risk retail: allowed at 25% indoor capacity; food courts and common areas closed.
  - vi. Fitness Facilities: Outdoor occupancy at gyms and fitness facilities is limited to 50% of outdoor occupancy.
  - vii. Museums, Zoos, Aquariums: Outdoor occupancy is limited to 50%.
  - viii. Schools (K-12) and School Districts: Schools may continue to offer day care for school-aged children so that essential members of the workforce continue to have available childcare. Schools offering day care for school-aged children must adhere to all provisions in the protocol for programs providing day care for school-aged children.
  - ix. Grocery Stores, Certified Farmers' Markets: Stand-alone grocery stores where the principal business activity is the sale of food may operate at 35% of capacity (must be strictly metered to ensure compliance); the sale of food, beverages, and alcohol for in-store consumption is prohibited.
  - x. Restaurants and Breweries: Outdoor dining permitted.
  - xi. Private gatherings outdoors up to 3 households and up to a total of 15 people.
- h. Due to the continued economic restrictions being imposed by the County Health Order, the City intends to extend the rules, regulations, and procedures authorized pursuant to Executive Order Nos. 2020-07-23, 2020-08-26, and 2020-09-29 through June 30, 2021, unless earlier canceled or further extended by the City Manager/Director of Emergency Services or by the City Council.

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**

### **EXECUTIVE ORDER NO. 2021-02-04**

#### **Extension of COVID-19 Related Regulations and Permits**

**Issue Date: February 4, 2021**

**Page 3 of 3**

2. Extension of Certain COVID-19 Executive Orders.

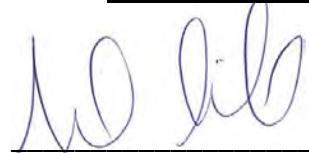
- a. Executive Order No. 2020-07-23 (COVID-19 Outdoor Services Permits) is hereby extended through June 30, 2021 due to economic restrictions imposed by the County Public Health Officer.
- b. Executive Order No. 2020-08-26 (COVID-19 Temporary Banner/Sign Permit) is hereby extended through June 30, 2021 due to economic restrictions imposed by the County Public Health Officer.
- c. Executive Order No. 2020-09-29 (COVID-19 City Parks Open Space Service Area Permit) is hereby extended through June 30, 2021 due to economic restrictions imposed by the County Public Health Officer.
- d. All valid permits previously issued under Executive Orders 2020-07-23, 2020-08-26, and 2020-09-29 are hereby extended through June 30, 2021 due to economic restrictions imposed by the County Public Health Officer.

3. Compliance with Permit Regulations. All other rules, regulations and procedures established pursuant to the Executive Order Nos. 2020-07-23, 2020-08-26, and 2020-09-29 will remain in full force and effect.

4. Non-Transferrable: The permit issued to the business is non-transferable, and must be produced upon request from City staff.

ISSUED:

Date: February 4, 2021



---

Nick Kimball, City Manager  
Director of Emergency Services  
City of San Fernando

**CITY OF SAN FERNANDO  
CITY MANAGER/DIRECTOR OF EMERGENCY  
SERVICES  
EXECUTIVE ORDER NO. 2020-07-23**

Subject: COVID-19 Outdoor Service Regulations

1. Findings and Intent.

- A. San Fernando ("City") Municipal Code ("Municipal Code") Section 26-63(a) provides for the preparation and carrying out of plans for the protection of persons and property within the City of San Fernando in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, and affected private persons.
- B. International, national, state, and local health and governmental authorities are responding to an outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "Coronavirus disease 2019" ("COVID-19").
- C. On March 4, 2020, Governor Newsom declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and department, and help the state prepare for broader spread of COVID-19.
- D. On March 16, 2020, pursuant to the City's Municipal Code Section 2 (Definitions) of Chapter 26 (Civil Emergencies), the City Council for the City of San Fernando declared the existence of a local emergency in response to the COVID-19 pandemic.
- E. On March 19, 2020, Governor Newsom issued Executive Order No. N-33-20 requiring all individuals to stay home or at their place of residence except as needed to maintain the continuity of operations of the federal critical infrastructure sectors.
- F. On March 19, 2020, the Los Angeles County Health Officer ("County") issued a Safer at Home Order for Control of COVID-19 ("Safer at Home Order") with an April 19, 2020 expiration date. Among other things, the Safer at Home Order required closure of hair salons and barber shops, gyms and fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service.
- G. On April 10, 2020, the County amended the Safer at Home Order and extended its expiration date to May 15, 2020. Among other things, the amended Safer at Home Order continued the closure of hair salons and barber shops, gyms and

fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service, and expressly prohibited indoor and outdoor table dining.

- H. On May 4, 2020, Governor Newsom issued Executive Order No. N-60-20 directing the State Public Health Officer to establish criteria and procedures for allowing local health officers to establish and implement public health measures less restrictive than public health measures implemented on a statewide basis.
- I. On May 7, 2020, the State Public Health Officer issued an order allowing local health jurisdictions to move into Stage 2 of California's Pandemic Resilience Roadmap.
- J. On May 13, 2020 the County further amended the Safer at Home Order and indefinitely extended its expiration date. Among other things, the amended Safer at Home order continued the closure of hair salons and barber shops, gyms and fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service, and continued the prohibition on indoor and outdoor table dining.
- K. On May 29, 2020, the County further amended the Safer at Home Order. Among other things, the revised Safer at Home Order allowed restaurants to provide indoor and outdoor table dining subject to social and physical distancing requirements.
- L. On June 11 and 18, 2020, the County successively further amended the Safer at Home Order. Among other things, the revised Safer at Home Order allowed hair salons and barber shops, gyms and fitness establishments, personal care establishments, and places of worship to provide indoor services subject to social and physical distancing requirements.
- M. On July 14, 2020, the County further amended the Safer at Home Order. Among other things, the revised Safer at Home Order allows certain outdoor operations for hair salons and barber shops, gyms and fitness establishments, personal care establishments, and places of worship subject to social and physical distancing requirements.
- N. Section 26-63 (Powers and duties of officers) of Chapter 26 (Civil Emergencies) of the City's Municipal Code authorizes the City Manager/Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency.
- O. The purpose of this Executive Order is to allow outdoor services in certain areas, including sidewalks and private parking lots, pursuant to social distancing protocols in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except the General Neighborhood District (GN).

2. Regulations.

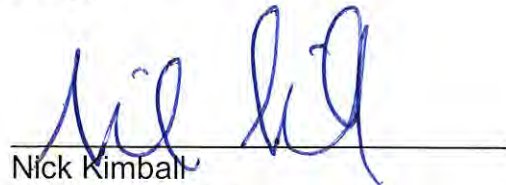
- A. The COVID-19 Outdoor Service Regulations set forth in the attached Exhibit "A" are adopted. Businesses offering outdoor service shall comply with such regulations and all applicable laws.
- B. The COVID-19 Outdoor Service Regulations supersede any conflicting provisions in the City's Municipal Code.

- 3. Duration. This Executive Order shall be effective immediately and shall remain in effect until rescinded or superseded by order of the County Public Health Officer or other similar order.
- 4. Interpretation. This Executive Order is not intended to create, and shall not be interpreted as creating, any substantive or procedural rights or benefits with respect to businesses offering of outdoor services. This Executive Order may be cancelled by the City Manager/Director of Emergency Services, or by the City Council if previously confirmed by the City Council, at any time without cause.
- 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Executive Order 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 Executive Order. The City Manager/Director of Emergency Services declares that he would have issued this Executive Order and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.
- 6. Dissemination. This Executive Order shall be given widespread publicity and notice in accordance with Government Code Section 8654.

ISSUED:

Date: July 23, 2020

Time:

A handwritten signature in blue ink, appearing to read "Nick Kimball", is written over a horizontal line.

Nick Kimball  
City Manager/Director of Emergency Services

## **COVID-19 Outdoor Service Regulations**

### **Purpose**

These regulations allow for a business to setup outdoor service beyond what is already permitted for in an effort to ensure proper social distancing protocols are being followed in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except General Neighborhood District (GN).

### **Compliance with Law**

Restaurants shall comply with all applicable laws, including, but not limited to:

- Americans with Disabilities Act
- California Alcoholic Beverage Control Regulations
- California Department of Public Health Regulations
- California Department of Consumer Affairs
- City of Los Angeles Building & Safety Codes
- City of Los Angeles Fire Department Codes
- Los Angeles County Health Officer Orders
- San Fernando Municipal Code

### **Permit Duration**

Regardless of date of issuance, all COVID-19 Outdoor Service Encroachment Permits for outdoor dining shall expire on December 31, 2020 unless earlier cancelled or extended by the City Manager/Director of Emergency Services or by the City Council.

All other COVID-19 Outdoor Services must move services indoor as soon as permitted by the County of Los Angeles Department of Public Health – Health Officer Order.

### **Permit Overview**

#### **1. LOCATION:**

- A. The outdoor service area must be located adjacent to the business, unless by written agreement with another property owner, and must not be located on any of the following: unpaved areas, on-street parking spaces, public parks, and right-of-way that cannot provide the minimum requirement of 5-feet clear path of travel.
- B. An outdoor service area shall not be located or operated in a manner that jeopardizes the safety of pedestrians or vehicles. The City Traffic Engineer may impose safety measures as necessary to protect the safety of pedestrians, customers, and vehicles in and around the proposed outdoor service area. Owner or City provided barricades, such as K-rails, shall be erected along the perimeter

of the outdoor service area in order to maintain safety of patrons. Subject to availability, K-rails may be temporarily provided by the City at no cost on a first-come, first-served basis.

- C. Use of any private property requires review by the Community Development Department.

## **2. SOCIAL DISTANCING:**

- A. All businesses shall ensure that social distancing is maintained by persons in the outdoor service area, on any adjacent public sidewalk area, or standing in line waiting for service.
- B. Businesses shall follow all safety protocols per the Los Angeles County Department of Public Health.

## **3. NOISE:**

- A. The business owner must undertake appropriate measures to ensure that the level of noise associated with the outdoor service area does not disturb the right to quiet enjoyment of the neighboring properties and businesses.
- B. No sound, apart from ambient noise from the utilization of the space, shall be permitted in the outside service area. Live music is not allowed per the County of Los Angeles Department of Public Health – Health Officer Order.
- C. Amplified music is permitted for gym/fitness establishments so long as it remains in compliance with the City of San Fernando's Noise Ordinance (SFMC Sec. 34-26 through 71).

## **4. MAINTENANCE:**

- A. The permittee and the property owner shall maintain the outdoor service area clear of litter, food scraps, service waste, packaging, soiled dishes, grease, and gum. At the close of business daily, the permittee and property owner shall remove all trash and clean the area in and around the outdoor dining area.
- B. The permittee and the property owner shall store and maintain all outdoor furniture inside whenever the restaurant is closed.
- C. Barbershops and Hair Salons shall not wash hair outside and shall make every effort to contain hair within the designated service area.
- D. The City may temporarily revoke any permit to conduct any necessary repairs or maintenance on public facilities.

**5. PARKING:**

- A. Use of a private parking lot to provide service will require approval from the Community Development Department to ensure adequate parking is provided to customers. Businesses must be able to provide a minimum of 50% of their required parking spaces per City Standards.
- B. Existing disabled (ADA) access parking stalls and path of travel shall not be impacted by outdoor service.

**6. SIGNAGE:**

- A. This permit does not confer any new rights for signage.

**7. ALCOHOL CONSUMPTION:**

- A. Alcoholic beverage consumption in the outdoor service area requires COVID-19 Temporary Catering Authorization approval from the California Department of Alcoholic Beverage Control (ABC).

**8. RETAIL:**

- A. Retail uses are currently allowed indoor operations and do not qualify for this permit.

**9. NON-TRANSFERABLE:**

- A. This permit is non-transferable.

**Submittal Requirements**

A complete application package includes the following:

- 1. Completed Application. NOTE: There is no permit fee (\$0);
- 2. Site Plan.
- 3. Certificate of General Liability Insurance; Must include the City of San Fernando as Additional Insured.

**CITY OF SAN FERNANDO  
CITY MANAGER/DIRECTOR OF EMERGENCY  
SERVICES  
EXECUTIVE ORDER NO. 2020-08-26**

Subject: COVID-19 Temporary Banner/Sign Permit

1. Findings and Intent.

- A. San Fernando ("City") Municipal Code ("Municipal Code") Section 26-63(a) provides for the preparation and carrying out of plans for the protection of persons and property within the City of San Fernando in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, and affected private persons.
- B. International, national, state, and local health and governmental authorities are responding to an outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "Coronavirus disease 2019" ("COVID-19").
- C. On March 4, 2020, Governor Newsom declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and department, and help the state prepare for broader spread of COVID-19.
- D. On March 16, 2020, pursuant to the City's Municipal Code Section 2 (Definitions) of Chapter 26 (Civil Emergencies), the City Council for the City of San Fernando declared the existence of a local emergency in response to the COVID-19 pandemic.
- E. On March 19, 2020, Governor Newsom issued Executive Order No. N-33-20 requiring all individuals to stay home or at their place of residence except as needed to maintain the continuity of operations of the federal critical infrastructure sectors.
- F. On March 19, 2020, the Los Angeles County Health Officer ("County") issued a Safer at Home Order for Control of COVID-19 ("Safer at Home Order") with an April 19, 2020 expiration date. Among other things, the Safer at Home Order required closure of all non-essential businesses.
- G. On April 10, 2020, the County amended the Safer at Home Order and extended its expiration date to May 15, 2020. Among other things, the amended Safer at Home Order continued the closure of non-essential businesses.
- H. On May 4, 2020, Governor Newsom issued Executive Order No. N-60-20 directing

## EXECUTIVE ORDER NO. 2020-08-26

the State Public Health Officer to establish criteria and procedures for allowing local health officers to establish and implement public health measures less restrictive than public health measures implemented on a statewide basis.

- I. On May 7, 2020, the State Public Health Officer issued an order allowing local health jurisdictions to move into Stage 2 of California's Pandemic Resilience Roadmap.
  - J. On May 13, 2020 the County further amended the Safer at Home Order and indefinitely extended its expiration date. Among other things, the amended Safer at Home order continued the closure of most non-essential businesses.
  - K. On May 29, 2020, the County further amended the Safer at Home Order. Among other things, the revised Safer at Home Order began to implement the Road Map to Recovery authorizing certain low risk non-essential businesses to reopen, subject to certain social and physical distancing protocol.
  - L. The County has continued to successively further amended the Safer at Home Order to, among other things, continue to implement the Road Map to Recovery authorizing additional non-essential businesses to reopen, subject to certain social and physical distancing protocol.
  - M. Section 26-63 (Powers and duties of officers) of Chapter 26 (Civil Emergencies) of the City's Municipal Code authorizes the City Manager/Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency.
  - N. The purpose of this Executive Order is to authorize the waiver of certain banner requirements to facilitate business operations affected by COVID-19. Permitted banners may be displayed in commercial and industrial zones until December 31, 2020 for promotional purposes in conjunction with a permitted business establishment.
  - O. Regulations. Existing City sign and banner regulations will remain in place. This Executive Order only waives the permit fee and extends the time restriction for displaying temporary signs and banners.
  - P. The COVID-19 Temporary Banner Permit Program supersede any conflicting provisions in the City's Municipal Code.
2. Applications. The COVID-19 Temporary Banner Permit Application, attached as Exhibit "A," is hereby adopted. Businesses wishing to avail themselves of the COVID-19 Temporary Banner Program must first complete an Application and submit it to the Community Development Department for review and approval.
  3. Duration. This Executive Order shall be effective immediately and shall remain in effect until December 31, 2020, unless extended by the Director of Emergency Services due to the extension of economic restrictions imposed by the County Public

EXECUTIVE ORDER NO. 2020-08-26

Health Officer or other similar order.

4. Interpretation. This Executive Order is not intended to create, and shall not be interpreted as creating, any substantive or procedural rights or benefits with respect to businesses offering of outdoor services. This Executive Order may be cancelled by the City Manager/Director of Emergency Services, or by the City Council if previously confirmed by the City Council, at any time without cause.
5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Executive Order 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 Executive Order. The City Manager/Director of Emergency Services declares that he would have issued this Executive Order and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.
6. Dissemination. This Executive Order shall be given widespread publicity and notice in accordance with Government Code Section 8654.

ISSUED:

Date: August 26, 2020

Time:

A handwritten signature in blue ink, appearing to read 'Nick Kimball', is written over a horizontal line.

Nick Kimball

City Manager/Director of Emergency Services



## COVID-19 TEMPORARY BANNER PERMIT APPLICATION

*By Executive Order, the City of San Fernando has authorized the waiver of certain banner requirements to facilitate business operations affected by COVID-19. Permitted banners may be displayed in commercial and industrial zones until December 31, 2020 for promotional purposes in conjunction with permitted establishment.*

### BUSINESS INFORMATION

SITE ADDRESS

BUSINESS NAME

TELEPHONE

BUSINESS OWNER

EMAIL ADDRESS

### BANNER INFORMATION

NUMBER OF BANNERS

ONE

SIZE 30 Square Feet Maximum

PROVIDE TEXT/ GRAPHICS TO BE DISPLAYED ON A PROPOSED BANNER *Relevant to business operation*

DESCRIBE METHOD OF PLACEMENT/ LOCATION ON BUILDING

### BANNER DISPLAY DATES

FROM

TO

12/31/20

NUMBER OF DAYS

**IN CONSIDERATION FOR ISSUANCE OF THIS PERMIT, APPLICANT AGREES TO HOLD THE CITY HARMLESS FROM ANY CLAIMS OR JUDGMENTS FOR DAMAGES OR OTHER RELIEF AGAINST THE CITY AS A RESULT OF ACTS OR OMISSIONS OF THE APPLICANT IN THE PERFORMANCE OF WORK RELATED TO THE ABOVE REFERENCED PERMITS WHETHER THE CONDITIONS GIVING RISE TO CLAIM OR JUDGMENT WAS CREATED IN WHOLE OR IN PART BY THE APPLICANT.**

SPECIAL PROVISIONS

**ALL FOUR (4) CORNERS OF BANNER MUST BE AFFIXED TO THE BUILDING.**

APPLICANT SIGNATURE

DATE

### FOR OFFICE USE ONLY

APPLICATION ACCEPTED BY

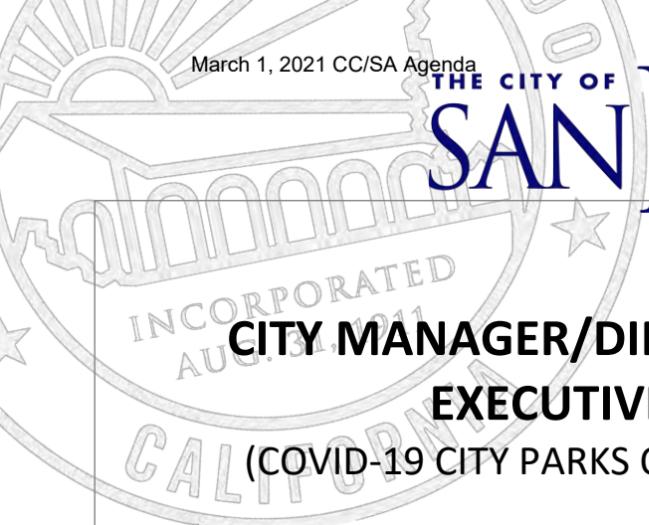
ZONE

PLANNING APPROVAL

APPROVAL DATE

AIMS FILE NO.

COMMENTS



THE CITY OF  
**SAN FERNANDO**

**CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**  
**EXECUTIVE ORDER NO. 2020-09-29**  
(COVID-19 CITY PARKS OPEN SPACE SERVICE AREA REGULATIONS)

Issue Date: September 29, 2020

1. Purpose. These regulations allow businesses such as gyms, fitness centers, dance studios, and cycling studios to reserve an open space within a City-owned park to conduct instructional classes. Businesses shall follow proper social distancing protocols outlined in the Los Angeles County Department of Public Health outdoor services guidelines.
2. Compliance with Law. Gyms, fitness centers, dance studios and cycling studios using City-owned park space to provide outdoor service (herein after referred to as "Outdoor Services") shall comply with all applicable laws, including, but not limited to:
  - Americans with Disabilities Act
  - California Department of Public Health Regulations
  - California Department of Consumer Affairs
  - City of Los Angeles Building & Safety Codes
  - City of Los Angeles Fire Department Codes
  - Los Angeles County Health Officer Orders
  - San Fernando Municipal Code
3. Permit Duration. COVID-19 Outdoor Services Permits to use City-owned park open space shall be valid only on the date and time reserved through the San Fernando Recreation and Community Services Department reservation system. Reservations are first come/first served based on availability. Outdoor Services reservations will be taken through December 31, 2020, unless earlier canceled or extended by the City Manager/Director of Emergency Services or by the City Council.

Outdoor Services, as defined in this Executive Order, must be provided indoor as soon as permitted by the County of Los Angeles Department of Public Health – Health Officer Order.

**CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**  
**EXECUTIVE ORDER NO. 2020-09-29**  
**COVID-19 City Parks Open Space Service Area Regulations**  
**Issue Date: September 29, 2020**  
**Page 2 of 4**

4. Permit Overview.

A. LOCATION:

- a. The outdoor activity area must be located in a predesignated open space area located within a city-owned park, and must not take place on any of the following: on-street parking spaces, and right-of-way that cannot provide the minimum requirement of a 5-foot clear path of travel.
- b. An outdoor service area shall not be located outside of the designated area or operated in a manner that jeopardizes the safety of other park patrons. The Director of Recreation and Community Services may impose safety measures as necessary to protect the safety of activity participants, other park guests, and vehicles in and around the proposed outdoor service area.

B. RESERVATIONS:

- a. The San Fernando Recreation and Community Services Department will maintain a listing of predesignated areas that may be reserved for Outdoor Services.
- b. Reservations are first come/first served based on availability. The City does not guarantee that the applicant will receive the requested predesignated space. The City reserves the right to assign any predesignated outdoor space based on availability, group size and other factors as promulgated by the Recreation and Community Services Director.
- c. Reservations may be made no more than 30 days in advance of the requested activity.

C. SOCIAL DISTANCING:

- a. All businesses shall ensure that social distancing is maintained by persons in the outdoor service area or on any adjacent public space waiting for the next activity session to start.
- b. Businesses shall follow all safety protocols per the Los Angeles County Department of Public Health.

**CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**  
**EXECUTIVE ORDER NO. 2020-09-29**  
**COVID-19 City Parks Open Space Service Area Regulations**  
**Issue Date: September 29, 2020**  
**Page 3 of 4**

**D. NOISE:**

- a. The business owner must undertake appropriate measures to ensure that the level of noise associated with the instructional activity does not disturb the right to quiet enjoyment of the park and neighboring properties.
- b. Live music is not allowed per the County of Los Angeles Department of Public Health – Health Officer Order.
- c. Amplified music is permitted so long as it remains in compliance with the City of San Fernando’s Noise Ordinance (SFMC Sec. 34-26 through 71).

**E. MAINTENANCE:**

- a. The permittee shall maintain the outdoor service area clear of litter, packaging, and gum. At the end of each activity session, the permittee shall remove all trash and clean the area in and around the open space.
- b. The permittee does not have storage privileges. All property shall be removed from the park premises at the close of business activity.
- c. The City may temporarily revoke any permit to conduct any necessary repairs or maintenance on public facilities.

**F. PARKING:**

- a. The permittee and clients’ of the establishment shall adhere to all applicable City parking regulations.
- b. Existing disabled (ADA) access parking stalls and the path of travel shall not be impacted by the outdoor activity.

**CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**  
**EXECUTIVE ORDER NO. 2020-09-29**  
**COVID-19 City Parks Open Space Service Area Regulations**  
**Issue Date: September 29, 2020**  
**Page 4 of 4**

**G. SIGNAGE:**

- a. A small banner no larger than 6' x 3.5' may promote the activity during instruction only. The banner may not be left in the park and must be removed at the end of the class session.
- b. The banner must be within 20 feet of the permitted area. The permittee shall be responsible for any hardware needed to post their banner. Banners may not be affixed to:
  - i. Walls
  - ii. Light Poles
  - iii. Bushes/Shrubs
  - iv. Playground Equipment

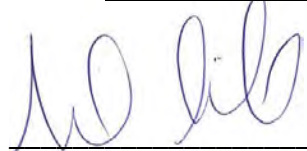
**H. REQUIRED DOCUMENTS:** The following documents are required to complete the permitting process:

- a. City of San Fernando Business License.
- b. Certificate of General Liability Insurance; Must include the City of San Fernando as Additional Insured.
- c. A diagram of the open space showing how social distancing protocols will be maintained during the activity session.

**I. NON-TRANSFERABLE:** The permit issued to the business is non-transferable, and must be produced upon request from City staff.

**ISSUED:**

Date: September 29, 2020



Nick Kimball, City Manager  
Director of Emergency Services  
City of San Fernando



# THE CITY OF SAN FERNANDO

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES EXECUTIVE ORDER NO. 2021-02-22 (IMPLEMENT COVID-19 RELIEF PROGRAMS)**

Issue Date: February 22, 2021

The COVID-19 pandemic has had a significant financial impact on local businesses and residents since the first “Safer at Home” Order was issued on March 16, 2020. Although cities are responsible for continuing to provide essential services, such as public safety, critical infrastructure maintenance, enforcing the County Health Order, and disseminating COVID-19 related information to residents and businesses, limited funds have been provided by federal and state governments to do this work. Most of the funding for the COVID-19 response, and related financial assistance programs for residents and businesses, has been provided to state and county agencies.

The San Fernando City Council has worked diligently over the last few years to return San Fernando to financial stability and establish a modest “rainy day” fund. Additional steps were taken earlier this fiscal year to reduce City staffing costs by implementing a Retirement Incentive Program. Lastly, San Fernando voters approved Measure SF, which is a ¼ cent sales tax that will go into effect in April 2021 and is projected to raise approximately \$750,000 in fiscal year 2021-2022 and more than \$1,000,000 per year thereafter.

Due to these steps, the City of San Fernando is in a better financial position to offer some local financial assistance through temporary fee waivers and interest-free payment plans.

### 1. Findings and Intent.

- a. On March 16, 2020, the City Council of the City of San Fernando (“City”) declared a Local Emergency pursuant to San Fernando Municipal Code Chapter 26 Section 2 in response to the public threat caused by the Coronavirus (COVID-19) pandemic. Such declaration grants specific duties to the officers and employees of the City as set forth in Chapter 26 Section 63. Since that time several additional measures have been taken by the State of California and the City of San Fernando to protect the public from an undue risk of contracting COVID-19.
- b. On March 21, 2020, the County of Los Angeles Department of Public Health (the “Health Department”) first issued the “Safer at Home Order for the Control of COVID-19” (the “Safer at Home Order”) and has issued a succession of updated iterations to the same

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**

### **EXECUTIVE ORDER NO. 2021-02-22**

#### **Implement COVID-19 Relief Program**

**Issue Date: February 22, 2021**

**Page 2 of 4**

since with the most recent iteration of the Safe at Home Order being issued on February 18, 2021.

- c. On January 19, 2021, staff provided a presentation updating the City Council on the City's COVID-19 response efforts, which included information on the State and County Health Officer Order, local enforcement, City facility closures, Residential Food Distribution Program, Business Personal Protective Equipment (PPE) Program, COVID-19 testing and vaccinations, and use of local CARES Act and CDBG-Coronavirus (CV) funding.
- d. During the COVID-19 response effort discussion on January 19, 2021, City Council expressed general support to establish a local COVID-19 economic relief plan and directed staff to place consideration of potential City funded COVID-19 relief programs on the next City Council Agenda.
- e. On February 1, 2021, due to the continued economic restrictions being imposed by the County Health Order, City Council approved a number of COVID-19 relief programs for business and residents.

#### **2. Business Relief Programs.**

- a. Waive Business License processing fees: The City charges a \$22 per application fee to process new and renewal business license applications. This processing fee will be waived through December 31, 2021 to reduce the cost for a Business License.
- b. Interest Free Payment Plans – Business License: The City will offer an interest free payment plan to allow businesses to pay their Business License over time, with full payment due by December 31, 2021.
- c. Mall Maintenance and Parking Maintenance Assessment Waiver: Businesses located in the Downtown Area pay a Parking Maintenance and Mall Maintenance assessment that is used to fund maintain the pedestrian mall and downtown parking lots. The City will temporarily waive this assessment amount and continue to provide Parking and Mall Maintenance services through December 31, 2021.
- d. Non-construction Permit Fee Waiver Program: Many activities in the City require an application and approval of a permit from the City, especially when the activities impact the City-owned right-of-way. The City will waive the following permit fees through June 30, 2021 (they may be further extended through December 31, 2021 by the Director of Emergency Services should economic restrictions imposed by COVID-19 continue):

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**

### **EXECUTIVE ORDER NO. 2021-02-22**

#### **Implement COVID-19 Relief Program**

**Issue Date: February 22, 2021**

**Page 3 of 4**

- i. Non-construction Encroachment permits (primarily for property maintenance activity);
- ii. Outdoor Service Permits, including Outdoor Dining Permits;
- iii. Facility rental fees for services provided pursuant to an Outdoor Service Permit;
- iv. Non-construction Planning fees, such as sign and banner permits, mural permits, etc.
- v. All other permitting rules, regulations and procedures established pursuant to the Executive Order Nos. 2020-07-23, 2020-08-26, and 2020-09-29, as amended by future will remain in full force and effect.
- vi. Any permit issued to a business is non-transferable, and must be produced upon request from City staff.

#### **3. Resident Relief Programs.**

- a. Interest Free Payment Plan - Water/sewer Utility Bills: The City will offer interest free payment plans to allow residents to pay their outstanding water/sewer utility bills over a defined repayment period. Residential customers must enter into a Repayment Agreement with the City by December 31, 2021. Repayment terms should not exceed twelve (12) months from the date a Repayment Agreement is executed.
- b. Parking Ticket Reduction Program: During the strict “Safer at Home” Orders, City Council approved a Parking Ticket Reduction Program for residents who were impacted by COVID-19 and received a parking ticket during that time period. The City will re-institute that program to reduce parking tickets to the minimum \$25 fine to assist residents that are impacted by COVID-19 through June 30, 2021.
- c. Non-construction Permit Fee Waiver Program: Many activities in the City require an application and approval of a permit from the City, especially when the activities impact the City’s right-of-way. Fees for residential non-construction encroachment permits will be waived through December 31, 2021.
- d. Local Transportation Support: Many City residents rely on local public transit, including the Mission City Transit Line (San Fernando Trolley) to get to and from their place or work or other essential businesses (such as grocery stores or medical appointments) in the City. To support residents that use the Mission City Transit line, the City will temporarily waive ridership fares through December 31, 2021.

**CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**

**EXECUTIVE ORDER NO. 2021-02-22**

**Implement COVID-19 Relief Program**

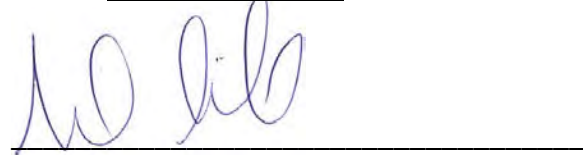
**Issue Date: February 22, 2021**

**Page 4 of 4**

4. The Relief Programs described in this Executive Order will continue through the date identified for each program, unless earlier canceled or extended by the City Manager/Director of Emergency Services or by the City Council.

ISSUED:

Date: February 22, 2021

A handwritten signature in blue ink, appearing to read "Nick Kimball", is written over a horizontal line.

Nick Kimball, City Manager  
Director of Emergency Services  
City of San Fernando



# THE CITY OF SAN FERNANDO

## **CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES EXECUTIVE ORDER NO. 2021-02-23**

**(EXTEND RESIDENTIAL PARKING PERMITS AND SWAP MEET EXHIBITOR  
PERMITS AND LICENSES EXPIRATION DATES DUE TO COVID-19)**

Issue Date: February 23, 2021

The City of San Fernando issues Residential Parking Permits to certain residents that live in established Residential Permit Parking Zones in the City. Pursuant to the San Fernando Municipal Code, Section 90-453 – *Issuance of Parking Permits*, Subsection (1), “Each parking permit shall be valid only for the calendar year in which it is issued and shall identify thereon the particular parking permit district, the issuance number of the vehicle for which the permit is issued, and the date on which the permit shall expire.”

The City of San Fernando also issues Business Licenses to Swap Meet Exhibitors pursuant to the San Fernando Municipal Code, Section 22-170 – *Swap Meet Exhibitors*. These licenses are issued for a calendar year and expire on December 31<sup>st</sup> of each year.

### **1. Findings and Intent.**

- a. On March 16, 2020, the City Council of the City of San Fernando (“City”) declared a Local Emergency pursuant to San Fernando Municipal Code Chapter 26 Section 2 in response to the public threat caused by the Coronavirus (COVID-19) pandemic. Such declaration grants specific duties to the officers and employees of the City as set forth in Chapter 26 Section 63. Since that time, several additional measures have been taken by the State of California and the City of San Fernando to protect the public from an undue risk of contracting COVID-19.
- b. On March 21, 2020, the County of Los Angeles Department of Public Health (the “Health Department”) first issued the “Safer at Home Order for the Control of COVID-19” (the “Safer at Home Order”) and has issued a succession of updated iterations to the same since with the most recent iteration of the Safe at Home Order being issued on February 18, 2021.
- c. On November 29, 2020, the City Manager/Director of Emergency Services closed City Hall to the public in compliance with the state of California’s regional “Safer at Home” Order that was imposed due to a surge in COVID-19 cases and limited availability of Intensive Care Unit (ICU) hospital beds in Southern California.

**CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES**

**EXECUTIVE ORDER NO. 2021-02-23**

**Extend Residential Parking Permits and Swap Meet Exhibitor Permits and Licenses Expiration Dates Due to COVID-19**

**Issue Date: February 23, 2021**

**Page 2 of 2**

- d. On January 25, 2021, the state of California lifted the regional “Safer at Home” Order due to a projected reduction in COVID-19 cases and increase in availability of ICU hospital beds.
- e. On February 22, 2021, the City Manager/Director of Emergency Services reopened City Hall to the public on a modified schedule: Mondays 12:00pm – 5:30pm; Wednesdays 12:00pm – 5:30pm; and Thursdays 12:00pm – 5:30pm.

**2. Extension of Residential Parking Permits.**

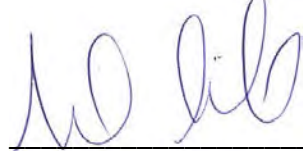
- a. Due to the fact that City Hall was closed to the public when calendar year 2020 Residential Parking Permits were set to expire, which limited permit holders’ ability to renew their Residential Parking Permit for calendar year 2021, Residential Parking Permits issued for calendar year 2020 are hereby extended and will remain valid through March 31, 2021.

**3. Extension of Swap Meet Exhibitor Permits and Business Licenses.**

- a. Due to the fact that City Hall was closed to the public when calendar year 2020 Swap Meet Permits and Business Licenses were set to expire, which limited permit holders’ ability to renew Permits and Licenses for calendar year 2021, Swap Meet Permits and Licenses issued for calendar year 2020 are hereby extended and will remain valid through March 31, 2021.

ISSUED:

Date: February 23, 2021



---

Nick Kimball, City Manager  
Director of Emergency Services  
City of San Fernando

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Michael E. Okafor, Personnel Manager

**Date:** March 1, 2021

**Subject:** Consideration to Approve an Extension to the Memorandum of Understanding between the San Fernando Part-time Employees' Bargaining Unit/Service Employees' International Union Local 721 and the City of San Fernando

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an extension to the Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 1838(a)) between the San Fernando Part-time Employees' Bargaining Unit (SFPEBU)/Service Employees' International Union (SEIU) Local 721 and the City of San Fernando from July 1, 2020 through June 30, 2021, with the option to further extend through December 31, 2021 by mutual agreement of the Union and the City; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On November 21, 2016, the City Council approved a four-year MOU (Contract No. 1838) with SFPEBU/SEIU Local 721 that was effective from July 1, 2016 through June 30, 2020.
2. Per the MOU (Contract No. 1838), after its expiration on June 30, 2020, it shall continue in effect year-by-year unless either party (the Bargaining Unit or the City) notifies the other party in writing, no later than April 1, 2020 (or succeeding year) of the request to modify or amend it.
3. On June 21, 2020 and February 3, 2021, the City and SFPEBU/SEIU Local 721, met and conferred over a formal extension of the existing MOU. Both parties agreed to an extension through midnight on June 30, 2021, with the option to further extend through December 31, 2021 by mutual agreement of the Bargaining Unit and the City.

**Consideration to Approve an Extension to the Memorandum of Understanding between the San Fernando Part-time Employees' Bargaining Unit/Service Employees' International Union Local 721 and the City of San Fernando**

Page 2 of 3

---

**ANALYSIS:**

The MOU, amongst other things, governs the relationship and compensation between the City and SFPEBU members, includes provisions to support the City's long-term financial health, and provides adequate compensation to attract and retain talented employees.

The proposed extension would maintain the same level of compensation and benefits as was previously afforded to members of SFPEBU. The most significant terms of the existing MOU are highlighted below:

1. Cost of Living Adjustments (COLA):
  - Part-time classifications that are tied to minimum wage:
    - Implement state minimum wage increases through January 1, 2022, and maintain existing separation between classifications impacted by minimum wage.
  - Part-time classifications not tied to minimum wage:
    - Receive COLA increases equal to the average increases granted to San Fernando Police Civilians Association and San Fernando Public Employees' Association.
2. Health Insurance: Maintains eligibility requirements to qualify for health insurance at 1,500 hours per year or more and implement a cafeteria style flex benefit plan as follows:
  - The City will pay up to \$941.37/month for qualifying unit employees with no cash back of excess flex funds.
3. Life Insurance: Allows interested unit employees to purchase additional life insurance at employees' cost.
4. Vacation Leave: Maintains minimum number of hours worked prior to unit employees' accruing vacation and set a cap for accumulated vacation leave.
5. Sick Leave: Per state law, provides 24 hours of sick leave each July 1<sup>st</sup> with no cash value upon separation.
6. Bereavement Leave: Provides up to 12 hours of bereavement leave for death of an immediate family member.

**Consideration to Approve an Extension to the Memorandum of Understanding between the San Fernando Part-time Employees' Bargaining Unit/Service Employees' International Union Local 721 and the City of San Fernando**

Page 3 of 3

---

7. Deferred Compensation: Allow unit members to voluntarily participate in the City's deferred compensation plan.

Other than the extension of the MOU term, the proposed Amendment does not include any additional changes to the existing MOU.

**BUDGET IMPACT:**

Sufficient funds are included in the Fiscal Year 2020-2021 Budget to cover the cost of all wage and benefits provisions herein addressed in this one-year extension. It is estimated that the MOU cost increases including the mandated minimum wage increase that was effective January 1, 2021, and approved by Council on January 19, 2021, is \$15,000.

**CONCLUSION:**

Staff recommends that the City Council approve the proposed extension to the MOU between the SFPTEBU/SEIU Local 721 and the City of San Fernando from July 1, 2020 through June 30, 2021, with the option to further extend through December 31, 2021 by mutual agreement of the Bargaining Unit and the City.

**ATTACHMENT:**

- A. Contract No. 1838(a) with Exhibit "A"

**MEMORANDUM OF UNDERSTANDING EXTENSION  
BETWEEN THE  
SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)/SERVICE EMPLOYEE  
INTERNATIONAL UNION (SEIU) LOCAL 721  
AND THE  
CITY OF SAN FERNANDO**

The San Fernando Part-time Employees' Bargaining Unit (SFPEBU)/Service Employee International Union (SEIU) Local 721 and the City of San Fernando (City) hereby agree that:

1. The current Memorandum of Understanding (MOU) (Contract No.1838) between SFPEBU/SEIU Local 721 (Union) and the City of San Fernando (City), scheduled to expire on June 30, 2020, is hereby extended through midnight on June 30, 2021, with the option to further extend through December 31, 2021 by mutual agreement of the Union and the City. All of the current terms and conditions in the MOU shall remain in effect until a successor agreement is reached between the parties.
2. Either party (Union or City) to the MOU wishing to negotiate a successor MOU shall deliver to the other party by April 1, 2021, a formal proposal to reopen negotiations.

**For City of San Fernando:**

**For SFPEBU/SEIU Local 721:**

---

**Nick Kimball**                      **Date**  
**City Manager**

---

**Patty Garcia**                      **Date**  
**Bargaining Committee Member**

---

**Michael E. Okafor**              **Date**  
**Personnel Manager**

---

**James Fagen**                      **Date**  
**Negotiator, SEIU Local 721**



# MEMORANDUM OF UNDERSTANDING (MOU)

**San Fernando  
Part-time Employees Bargaining Unit (SFPEBU)  
Service Employees International Union Local 721**

**City of San Fernando  
(City)**

**SFPEBU REPRESENTATION**

Wendy Thomas

**MOU TERM**

July 1, 2016 – June 30, 2020

**CITY CONTRACT NO.**

1838

**ADOPTION DATE**

November 21, 2016

MOU: SFPEBU (2016 – 2020)  
TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.01	Preamble .....	1
1.02	Recognition .....	1
1.03	Implementation of the Memorandum of Understanding (MOU) .....	1
1.04	Duration of the MOU .....	1
1.05	Full Understanding.....	2
1.06	Prevailing Rights.....	2
1.07	City Rights .....	2
1.08	Employee Rights.....	2
1.09	Part-Time Definition.....	3
1.10	Pre-Emptive Laws.....	3
<b>ARTICLE 2</b>	<b>INSURANCE BENEFITS .....</b>	<b>3</b>
2.01	Health Benefits.....	3
2.02	Life Insurance.....	4
<b>ARTICLE 3</b>	<b>LEAVE BENEFITS .....</b>	<b>4</b>
3.01	Vacation Leave .....	4
3.02	Sick Leave .....	6
3.03	Catastrophic Leave Donation Program .....	8
3.04	Maternity/Paternity Leave.....	8
3.05	Time Off for Promotional Tests or Interviews .....	9
3.06	Leave for Child-Related Activities .....	9
3.07	Bereavement Leave .....	9
<b>ARTICLE 4</b>	<b>EMPLOYEE ASSISTANCE PROGRAM .....</b>	<b>10</b>
<b>ARTICLE 5</b>	<b>SALARY .....</b>	<b>10</b>
5.01	Salary.....	10
5.02	Definitions.....	11
5.03	Calculation of Other Compensation .....	12
5.04	Salary Advancement .....	12
<b>ARTICLE 6</b>	<b>BILINGUAL PAY .....</b>	<b>12</b>
<b>ARTICLE 7</b>	<b>WORK SCHEDULE .....</b>	<b>13</b>
<b>ARTICLE 8</b>	<b>WORKER'S COMPENSATION.....</b>	<b>13</b>
8.01	Worker's Compensation .....	13
8.02	Modified Duty Work .....	14

MOU: SFPEBU (2016 – 2020)  
TABLE OF CONTENTS

<b>ARTICLE 9</b>	<b>UNIFORMS AND EQUIPMENT .....</b>	<b>14</b>
9.01	Uniforms .....	14
9.02	Inclement Weather Gear .....	14
9.03	Shoe/Boot Allowance .....	14
<b>ARTICLE 10</b>	<b>OTHER COMPENSATION .....</b>	<b>15</b>
10.01	Working Out of Class.....	15
10.02	Overtime .....	15
10.03	Callback .....	15
10.04	Deferred Compensation .....	16
10.05	Holiday Pay.....	16
<b>ARTICLE 11</b>	<b>REIMBURSEMENTS .....</b>	<b>16</b>
11.01	Tuition Reimbursement .....	16
11.02	Mileage Reimbursement.....	16
<b>ARTICLE 12</b>	<b>NEPOTISM .....</b>	<b>17</b>
<b>ARTICLE 13</b>	<b>JOINT LABOR MANAGEMENT COMMITTEE .....</b>	<b>17</b>
<b>ARTICLE 14</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>17</b>
14.01	Statement of Intent .....	17
14.02	Definitions.....	18
14.03	Grievance Process Rights .....	18
14.04	Time Limits and Waivers.....	18
14.05	Expedited Issues.....	18
14.06	Step 1 – Initial Filing and First Administrative Response.....	19
14.07	Step 2 – Second Administrative Response .....	19
14.08	Step 3 – Third Administrative Response .....	20
14.09	Step 4 - Mediation .....	20
14.10	Step 5 – Binding Arbitration.....	21
<b>ARTICLE 15</b>	<b>UNION RIGHTS.....</b>	<b>22</b>
15.01	Union Stewards.....	22
15.02	Protection Against Discrimination and Retaliation.....	22
15.03	Union Release Time .....	22
15.04	Payroll Deductions .....	23
15.05	Reporting Requirements.....	23
15.06	Agency Shop.....	24
15.07	Maintenance of Membership .....	25
15.08	Voluntary Political Contributions.....	25
15.09	Bulletin Boards.....	25

MOU: SFPEBU (2016 – 2020)  
TABLE OF CONTENTS

---

15.10	Visits by Union Representatives .....	26
15.11	New Employee Orientation .....	26
<b>ARTICLE 16</b>	<b>LAYOFFS .....</b>	<b>26</b>
16.01	Layoffs .....	26
16.02	Seniority in Layoffs.....	26
16.03	Bumping Rights .....	27
16.04	Re-employment Lists and Callback .....	27
16.05	Transfer in Lieu of Layoff .....	27
<b>ARTICLE 17</b>	<b>PERSONNEL PROVISIONS .....</b>	<b>27</b>
17.01	Probationary Periods .....	27
17.02	Job Classifications and Descriptions .....	27
17.03	Privatization/Contracting Out.....	28
<b>ARTICLE 18</b>	<b>RETIREMENT .....</b>	<b>28</b>
18.01	Eligibility for Part-Time Employees .....	28
18.02	CalPERS Membership.....	28
18.03	Retirement Plans.....	29
18.04	Rates of Contributions .....	30
18.05	Optional CalPERS Benefits .....	30
	<b>EXECUTION OF THE NEW AGREEMENT .....</b>	<b>31</b>

**MOU: SFPEBU (2016 – 2020)**

Page 1 of 31

**ARTICLE 1 — INTRODUCTION****1.01 Preamble**

Management representatives of the City Council of the City of San Fernando (City), staff representatives of the Service Employees International Union SEIU Local 721 (Union, SEIU, or SEIU Local 721), and employee representatives from the San Fernando Part-Time Employees' Bargaining Unit (SFPEBU or Unit) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment.

**1.02 Recognition**

Pursuant to applicable sections of the City's Employer-Employee Relations Resolution (EERR) and the Meyers-Milias-Brown Act (MMBA or Government Code §3500), the City recognizes SEIU Local 721, as the exclusive representative of the part time employees in the SFPEBU.

**1.03 Implementation of the Memorandum of Understanding (MOU)**

This MOU constitutes an agreement and joint recommendation for approval by the City Council of the City of San Fernando and part time general membership of the SFPEBU in SEIU Local 721. This MOU shall be binding upon the parties, whenever the following conditions are met:

A. SEIU Local 721 has notified the City that its members in the SFPEBU have formally approved this contract in its entirety; and

B. The City Council has approved this MOU in its entirety.

Approval of this MOU by the City Council shall constitute a temporary contract bar to implementation of the decertification process outlined in Section 11(B) of the EERR. This contract bar shall not infringe on an employee's right to the decertification process, which is provided by the MMBA, during the window period of ninety (90) to one hundred and twenty (120) days prior to the expiration of this MOU.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions.

Except as specifically provided herein, the parties to this MOU do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of the meet and confer process.

**1.04 Duration of the MOU**

The previous MOU between SFPEBU/SEIU and the City expired on June 30, 2014, and the terms and conditions of that MOU remained in effect until this successor agreement was reached

**MOU: SFPEBU (2016 – 2020)**Page 2 of 31

---

between the parties.

All of the current terms and conditions, including any side-letter agreements, in the MOU shall remain in effect until a successor agreement is reached between the parties.

Unless otherwise stated herein, this MOU shall be effective for the period from July 1, 2016 through midnight on June 30, 2020, and thereafter shall continue in effect year-by-year unless either party (the Union or the City) notifies the other party in writing, no later than April 1, 2020 (or succeeding year), of the request to modify or amend the MOU.

**1.05 Full Understanding**

SEIU and the City agree that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

**1.06 Prevailing Rights**

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this agreement, unless eliminated, enlarged or otherwise modified after a meet and confer process to the extent that such procedures are required by the laws of the State of California.

**1.07 City Rights**

There are no provisions in this agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the employer had prior to June 30, 2016 unless and only to the extent that the provisions of this agreement specifically curtail or limit such rights, powers, and authority.

**1.08 Employee Rights**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry.

The City shall ensure a safe and respectful workplace for all workers. The City also affirms its respect for its workers and shall not condone any unfair treatment of any employee.

**MOU: SFPEBU (2016 – 2020)**Page 3 of 31

---

**1.09 Part-Time Definition**

A part-time employee works in a specified position in City service and is paid on an hourly basis. A "part-time employee" is defined as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

**1.10 Pre-Emptive Laws**

If any article or section of this document or any addition thereto should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal or office, the remainder of this document shall not be affected thereby, and the parties shall upon request, enter into the "meet and confer" process to endeavor to agree to an alternate and economically equitable replacement for such article or section.

**ARTICLE 2 — INSURANCE BENEFITS****2.01 Health Benefits**

1. Effective up to and including December 31, 2016, the City shall continue to pay the full cost (100%), up to the highest single HMO premium for medical insurance of the employee's choice, for each eligible employee based on the following formula:
  - A. Employees who have worked two thousand (2,000) hours or more within twenty-four (24) months of continuous employment.
  - B. Employees who have worked two thousand-seven hundred (2,700) hours or more within thirty-six (36) months of continuous employment.
2. Effective on January 1, 2017, the City shall implement a full flex cafeteria plan in accordance with Internal Revenue Service (IRS) Code Section 125 for all eligible employees.

Eligible unit employees shall receive a monthly flex dollar allowance to apply toward the payment of medical, dental, and vision benefits offered through the City's insurance plans, as follows:

- A. Beginning January 1, 2017 the monthly dollar allowance shall be eight hundred and twenty dollars (\$820.00).
- B. On January 1<sup>st</sup> of each subsequent year, the monthly dollar allowance, inclusive of the City's statutory Public Employee's Medical and Hospital Care Act (PEMHCA) minimum contribution, will be adjusted based on the average change from the prior year's monthly premiums for all plans offered to CalPERS contracting agencies in the Los Angeles Area Region. This annual adjustment will not be less than zero percent (0%) and will not exceed four percent (4%).

**MOU: SFPEBU (2016 – 2020)**

Page 4 of 31

The monthly flex dollar allowance may be used to purchase health benefits, for the employee and his/her eligible dependents, offered under the cafeteria plan.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction.

In the event that premiums and/or costs for the selected benefits are less than the monthly flex dollar allowance, there shall be no payment of the remaining funds to the employee.

3. The medical coverage provided by the City during the term of this MOU shall be the same as currently provided to employees by existing City insurance plans.
4. Any employee who was eligible for insurance benefits under Section 2.01(1) as of July 1, 2016 shall retain a vested right to participate in the cafeteria plan and receive the monthly flex dollar allowance in Section 2.01(2) at any time he/she is employed by the City.
5. Any employee who would have become newly eligible for insurance benefits on January 1, 2017 under Section 2.01(1) shall be allowed to participate in the cafeteria plan and receive the monthly flex dollar allowance in Section 2.01(2) for the duration of 2017. In 2018 and thereafter, such employee shall be required to meet the service hour eligibility requirements as set forth in Section 2.01(6) below.
6. Any employee who was not eligible for insurance benefits prior to December 31, 2016 shall only become eligible to participate in the cafeteria plan, and receive the monthly flex dollar allowance, if he/she works more than one thousand five hundred (1,500) hours in the prior calendar year. This annual hourly requirement is in accordance with the Affordable Care Act (ACA).

**2.02 Life Insurance**

The City shall provide all unit members with a twenty-five thousand dollar (\$25,000) Basic Life and AD&D insurance policy, at no cost to the employee.

Employees may opt to purchase, at their own expense via payroll deduction, an additional twenty-five thousand dollars (\$25,000) in coverage at the City's most current policy rate (approximately \$4.00 per month in 2016).

**ARTICLE 3 — LEAVE BENEFITS****3.01 Vacation Leave****1. Rate of Accrual**

In order to facilitate the transition in methodology from accruals based upon continuous

**MOU: SFPEBU (2016 – 2020)**Page 5 of 31

---

years of employment to accruals based upon actual hours of service, the parties agree to the following:

- A. Effective until December 31, 2016, except as otherwise provided in Section 3.01(4)(B) below, each employee that works at least one thousand (1,000) hours during a calendar year shall be credited with a paid time off bank beginning on January 1<sup>st</sup> of the following calendar year based upon his/her continuous years of employment with the City as follows:
  - 1) An employee with less than two (2) years of service earns no (0) hours.
  - 2) An employee with two (2) and up to five (5) years of service earns twenty-four (24) hours.
  - 3) An employee with six (6) and up to eight (8) years of service earns forty-eight (48) hours.
  - 4) An employee with nine (9) and up to eleven (11) years of service earns sixty (60) hours.
  - 5) An employee with twelve (12) years or more of service earns seventy-two (72) hours.
- B. Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period and calculated at a rate based upon total hours of City service, as follows:
  - 1) An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave.
  - 2) An employee with ten thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.
  - 3) An employee with twenty thousand (20,000) and up to twenty-five thousand (25,000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.
  - 4) An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

**MOU: SFPEBU (2016 – 2020)**Page 6 of 31

---

**2. Maximum Accumulation of Vacation**

- A. The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours.
- B. Except as otherwise provided in Section 3.01(2)(C) below, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap.
- C. An employee denied vacation leave due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave to bring the employee under the cap.

This provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

**3. Payout of Vacation**

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred percent (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout.

**4. Deposit of Previously Earned Paid Leave**

- A. An employee with a paid leave balance as of December 31, 2016, that was earned under the provisions of Section 3.01(1)(A) above, shall have such leave hours deposited into his/her new vacation leave bank no later than the first full pay period after January 1, 2017.
- B. An employee that did not receive a credit of paid leave on January 1, 2016, but would have become eligible on January 1, 2017 under the provisions of Section 3.01(1)(A) above, shall have such leave hours deposited into his/her new vacation leave bank no later than the first full pay period after January 1, 2017.
- C. Paid leave deposited into the new vacation leave bank shall still be subject to the maximum accumulation cap outlined in Section 3.01(2) above.

**3.02 Sick Leave****1. Rate of Accrual**

Each employee shall be credited with up to twenty-four (24) hours of sick leave upon hire. The exact amount of credited hours may be prorated based upon the date of hire.

## MOU: SFPEBU (2016 – 2020)

Page 7 of 31

---

Thereafter, on July 1<sup>st</sup> of each subsequent year, the employee shall be credited with twenty-four (24) hours of sick leave, provided that the employee's total accumulation does not exceed the maximum forty-eight (48) hours allowed in Section 3.02(2).

2. Maximum Accumulation of Sick Leave

The maximum sick leave accumulation for each unit employee shall be forty-eight (48) hours.

3. Payout of Sick Leave

There shall be no payout of accumulated sick leave upon death, retirement, or separation from service.

4. Reinstatement of Sick Leave

An employee who is re-hired within one (1) year from the date of separation shall have any unused accumulated sick leave reinstated.

5. Use of Sick Leave

An employee may use sick leave for personal illness/injury or preventative care which prevented his/her attendance on the job and performance of duties on the day of the absence, or for any other reason required by law.

An employee may also use sick leave if he/she is compelled to be absent due to the illness/injury or preventative care of a qualified family member.

For the purpose of sick leave, a "qualified family member" is defined as a child, parent, sibling, spouse, registered domestic partner, or step/in-law/grand relationship of these same familial relationships.

6. Required Notice for Sick Leave Use

An employee using sick leave should attempt to notify his/her supervisor at least one (1) hour prior to his/her scheduled shift, but in no event any later than one (1) hour after the start time of his/her scheduled shift.

7. Medical Certification

Both parties agree that sick leave is a privilege and shall only be allowed in the case of necessity, actual disability, or in accordance with State and Federal law. Further, both parties agree that abuse of this privilege is not only detrimental to the City, but to the unit and its members.

**MOU: SFPEBU (2016 – 2020)**

Page 8 of 31

Therefore, the parties agree that the City may require a medical certificate from a verifiable healthcare provider before allowing an employee a paid leave of absence under sick leave if, in the opinion of a supervisor or the Department Head, there is reasonable basis to believe an employee is abusing the sick leave privilege (i.e. discernable pattern of use around holidays, in conjunction with weekends or days off, etc.). Upon such a request, the City will articulate in writing the grounds for its reasonable basis and the employee will receive written notice that further absences will require medical certification prior to approval of paid sick leave.

The presentation of a medical certificate, issued in accordance with the healthcare provider's guidelines, will resolve the question as to whether the use of paid sick leave is appropriate. If a medical certificate is not presented, the use of paid sick leave may be denied and progressive disciplinary action may be warranted.

An employee placed on medical certification shall have his/her sick leave usage reviewed at least once each quarter and shall be removed from this requirement upon evidence of improved attendance. An employee who disputes his/her placement on medical certification may seek to resolve the dispute under the grievance procedures in Article 14.

Use of sick leave and placement on medical certification may only be mentioned on performance evaluations in accordance with applicable State and Federal law.

**3.03 Catastrophic Leave Donation Program**

The City shall continue the Catastrophic Leave Donation Program for unit employees in conformance with the City's policy in effect as of July 1, 2016.

The parties agree that unit employees may participate in this program as follows:

- A. As a donor, by donating accumulated vacation leave to a part-time or full-time employee.
- B. As a recipient, by receiving a donation of accumulated vacation leave from another part-time employee; and/or a donation of accumulated vacation, sick, annual or management leave, compensatory time, or holiday from a full-time employee; and/or by requesting to receive unused leave hours from the Catastrophic Leave Reserve Fund.

**3.04 Maternity/Paternity Leave**

An employee shall be eligible for Maternity/Paternity Leave as per guidelines stipulated in the City's Maternity/Paternity Leave Policy in effect as of July 1, 2016, and as may be required by applicable law.

**MOU: SFPEBU (2016 – 2020)**

Page 9 of 31

The City will continue to contribute to the employee's health benefits, if applicable, for twelve (12) weeks in any twelve (12) month period and there shall be no lapse in the employee's health insurance coverage during this time. The twelve (12) month period which determines the duration of leave to which an employee is entitled will be a rolling twelve (12) month period beginning on the date a leave under this policy is first taken.

**3.05 Time Off for Promotional Tests or Interviews**

1. Employees shall be required to utilize their own accumulated leave time for the purpose of taking tests or participating in interviews for other employment outside of the City.
2. For promotional tests or interviews for the City, the City shall either:
  - A. Schedule such tests or interviews for the employee's non-working hours; or
  - B. Allow employees who are scheduled to work during the time of a promotional test or interview for the City, to participate without any loss of compensation or benefits.

**3.06 Leave for Child-Related Activities**

Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such leave must use accrued leave to cover the absence.

For the purpose of this section, a "parent" is defined as a parent, legal guardian, step-parent, foster parent, grandparent, or a person who stands in loco parentis to the child.

**3.07 Bereavement Leave**

The City shall authorize an employee to utilize up to twelve (12) hours of paid bereavement leave per incident of imminent death or following the death of an immediate family member. The employee may utilize other accrued leave time during the bereavement period for additional time off if needed.

For the purpose of this leave, an "immediate family member" shall mean a grandparent, parent, registered domestic partner, spouse, child, sibling, step and in-law relationships of the same categories, or any person living in the same household.

Proof of residence and/or verification of imminent death or death may be requested.

MOU: SFPEBU (2016 – 2020)

Page 10 of 31

---

**ARTICLE 4 — EMPLOYEE ASSISTANCE PROGRAM**

The City shall continue to maintain the privacy provisions of the insured Employee Assistance Program (EAP) and permit unit employees to visit a City designated EAP Specialist without having to go through Personnel.

**ARTICLE 5 — SALARY****5.01 Salary**

The City shall increase the base salaries for classifications represented by SEIU as follows:

A. Classifications with a Full-Time Equivalent (FTE)

Classifications which have an FTE shall receive the same increases in base salary as the FTE positions. Such increases shall be effective on the same date as the FTE positions.

B. Classifications without a Full-Time Equivalent (FTE)

Classifications which do not have a FTE and which have salary ranges above the required minimum wage shall receive an increase in base salary which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e. SFPEA and SFPCA). Such increases shall be effective on the same date as the classifications with an FTE.

C. Minimum Wage Standard

As a result of SB 3 which was signed into California law on April 4, 2016, any classification with a salary range that includes an hourly rate less than the required minimum wage on January 1<sup>st</sup> of each year shall be increased as follows:

- 1) Effective the pay period which includes January 1, 2017, base salaries shall be increased by five percent (5.0%).

The minimum hourly wage is ten and one-half dollars (\$10.50).

- 2) Effective the pay period which includes January 1, 2018, base salaries shall be increased by four and eight-tenths percent (4.8%).

The minimum hourly wage is eleven dollars (\$11.00).

- 3) Effective the pay period which includes January 1, 2019, base salaries shall be increased by nine and one-tenth percent (9.1%).

## MOU: SFPEBU (2016 – 2020)

Page 11 of 31

The minimum hourly wage is twelve dollars (\$12.00).

- 4) Effective the pay period which includes January 1, 2020, base salaries shall be increased by eight and three-tenths percent (8.3%).

The minimum hourly wage is thirteen dollars (\$13.00).

- 5) Effective the pay period which includes January 1, 2021, base salaries shall be increased by seven and seven-tenths percent (7.7%).

The minimum hourly wage is fourteen dollars (\$14.00).

- 6) Effective the pay period which includes January 1, 2022, base salaries shall be increased by seven and two-tenths percent (7.2%).

The minimum hourly wage is fifteen dollars (\$15.00).

D. Salary Compaction

In order to prevent salary compaction, any family of classifications that has a classification in the series receive a salary increase shall also receive an increase to base salary in order to maintain the percentage of pay separation, in existence as of January 1, 2016, between the classifications in the same series.

Example:

*As of July 1, 2016, if a Recreation Leader I was on Salary Range 44 in Schedule H of Resolution No. 7716, it would have an entry level Step A of \$10.00 per hour.*

*If a Recreation Leader II was on Salary Range 47, there would be a 4.8% pay separation between the classifications in the series.*

*In accordance with Section 5.01(C)(1) above, the minimum wage will increase to \$10.50 on January 1, 2017; therefore, Step A of Salary Range 44 would increase to \$10.50 and Step A of Salary Range 47 would increase to \$11.00.*

*Employees would receive the increases at their current salary step on their respective salary ranges upon the effective date of such increases.*

**5.02 Definition of Base Salary**

"Base salary" shall be defined as the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pay, and non-cash benefits.

**MOU: SFPEBU (2016 – 2020)**Page 12 of 31

---

**5.03 Calculation of Other Compensation**

If applicable, other compensation that is calculated as a percentage of salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based compensation, each item will be calculated against base salary independently (i.e. compensation will not be compounded).

**5.04 Salary Advancement**

The City shall maintain a minimum of a five percent (5%) separation between salary steps in each salary range. An employee's advancement within a salary range shall not be automatic, but shall be contingent upon merit.

An employee shall be evaluated for merit salary advancement after six (6) months in service in the classification to which he/she was appointed, promoted, or reemployed. Thereinafter, the employee shall be eligible for merit salary advancement(s) to the next step(s) in the salary range after twelve (12) months of service in the classification.

If the employee's job performance requires improvement and the employee does not receive a salary increase on the scheduled merit date, such employee shall be reevaluated within at least a six (6) month period commencing on the merit date.

An employee promoted to a higher classification shall receive a minimum salary increase of five percent (5%) upon such promotion, provided the salary increase does not exceed the maximum salary step for the salary range of the classification.

**ARTICLE 6 — BILINGUAL PAY**

The City shall pay a bilingual bonus at the end of each month worked, to those unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a written and/or oral testing procedure selected by the City; and
- B. The employee is required, in the normal course of his/her duties, to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

The bonus shall be paid as follows:

- A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars (\$50.00) per month.
- B. An employee who works eighty (80) hours or more per month shall be paid one

**MOU: SFPEBU (2016 – 2020)**Page 13 of 31

---

hundred dollars (\$100.00) per month.

**ARTICLE 7 — WORK SCHEDULE**

Should an employee's schedule/hours require a change, the City will provide the affected employee with written notice a minimum of one (1) week prior to the required schedule change.

The City will provide a minimum of one (1) week written notice to employees who will be required to work special events, which is any event falling within the fiscal year that is not calendared and requires City resources.

**ARTICLE 8 — WORKER'S COMPENSATION****8.01 Worker's Compensation****1. Paid Leave on Disability**

In those instances when an employee experiences an injury that is recognized as job-related by the City or the Worker's Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) regularly scheduled working days of disability without charge against accumulated paid leave.

Thereafter, the injured employee shall have the following options:

- A. Remain on full pay with time charged against accumulated paid leave (sick leave or vacation leave). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back the appropriate leave time in relation to the amount of the check. Upon using all accumulated paid leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation leave under this provision; or
- B. Accept the worker's compensation check as compensation during the period of disability with no time charged against accumulated paid leave time.

**2. Continuation of Insurance Benefits on Disability**

The City agrees to continue to provide insurance benefits in accordance with Article 2 for the duration of any job-related injury or illness regardless of whether or not the employee is on payroll.

**3. Disability Retirement**

In accordance with stipulations set forth by the California Public Employees Retirement System (CalPERS), as soon as it is believed that a unit employee is unable to perform his/her

**MOU: SFPEBU (2016 – 2020)**

Page 14 of 31

job because of an illness or injury that is expected to be permanent or last longer than six (6) months, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee is vested in CalPERS. However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code §20731. The injury or disease causing the incapacity or disability need not be job-related.

**8.02 Modified Duty Work**

The City shall make every effort to accommodate ill or injured workers consistent with all applicable provisions of the law.

**ARTICLE 9 — UNIFORMS AND EQUIPMENT****9.01 Uniforms**

1. The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.
2. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.
3. The uniforms shall consist of those that the department deems necessary.
4. All purchases shall be made in accordance with the City's purchasing policy.
5. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount is currently one hundred and fifty dollars (\$150.00) for eligible employees in this unit.

**9.02 Inclement Weather Gear**

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

**9.03 Shoe/Boot Allowance**

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Cadets, Enforcement Officers, and Public Works field employees, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars (\$100.00) in July of each fiscal year.

MOU: SFPEBU (2016 – 2020)

Page 15 of 31

---

**ARTICLE 10 — OTHER COMPENSATION****10.01 Working Out of Class**

Any assignment to perform duties of a higher level position, or act in a higher capacity outside the employee's job classification, will be paid at the rate of at least five percent (5%) higher than the employee's current base salary for the duration of such assignment.

The City shall ensure that an employee working in a higher capacity is adequately trained to fulfill the requirements of that higher class.

Assignments to perform higher-level duties must be formally approved, in writing, by the Department Head.

**10.02 Overtime****1. Definition of a Work Week**

The City shall comply with the provisions of the Fair Labor Standard Act (FLSA) in defining a work week.

**2. Payment of Overtime**

Overtime hours shall be paid as follows:

**A. Time and One-Half**

An employee who actually works forty (40) hours or more in a work week shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay for the overtime hours worked in excess of forty (40) hours in that same work week.

or

**B. Straight Time**

An employee who does not actually work forty (40) hours or more in a work week shall be paid at the straight (1) time rate of his/her regular rate of pay for the overtime hours worked in excess of his/her regularly scheduled shift(s), but less than forty (40) hours in that same work week.

**10.03 Callback**

An employee who performs any work on behalf of the City outside of his/her regularly scheduled hours shall be compensated at the appropriate rate, which may be paid at time and one-half or straight time, in accordance with Section 10.02(2) above. This includes, but is not

MOU: SFPEBU (2016 – 2020)

Page 16 of 31

limited to, making, receiving and/or responding to telephone inquiries to/from other City personnel during off-duty time, reporting to work earlier than scheduled, or reporting to work on a regularly scheduled day off.

The minimum period to be compensated for any such "callback" time shall be two (2) hours.

#### **10.04 Deferred Compensation**

Employees may make voluntary contributions, up to the legal limits, in a City sponsored deferred compensation plan.

#### **10.05 Holiday Pay**

An employee shall receive an additional one-half (0.5) hour of pay, at his/her regular current rate of pay, for each hour actually worked on New Year's Day, Thanksgiving Day, and Christmas Day.

### **ARTICLE 11 — REIMBURSEMENTS**

#### **11.01 Tuition Reimbursement**

The City shall reimburse employees for tuition on approved courses, to a maximum of one thousand-five hundred dollars (\$1,500) per fiscal year.

Employees must submit tuition reimbursement requests to their Department Head between March 1<sup>st</sup> and March 30<sup>th</sup> of each year. Department Heads should make every effort to submit accurate requests for tuition reimbursement during the annual budget process and in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon an employee satisfactorily completing course(s) with a minimum of a "C" grade and a commitment to continued service with the City for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current City rate.

#### **11.02 Mileage Reimbursement**

Employees who are required by the City to use their private vehicles on City business shall be reimbursed for mileage at the prevailing IRS rate.

MOU: SFPEBU (2016 – 2020)

Page 17 of 31

#### **ARTICLE 12 — NEPOTISM**

The City shall implement and enforce a policy prohibiting nepotism as defined below:

- A. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.
- B. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy:
- C. For purposes of this section, a "relative" means a spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
- D. If a supervisor and subordinate in the same department are in an intimate relationship, the department reserves the right to transfer the employee with the least City seniority to another assignment within the department that is consistent with this policy, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

#### **ARTICLE 13 — JOINT LABOR-MANAGEMENT COMMITTEE**

The City and the Union agree to establish a Joint Labor-Management Committee (JLMC) to consult on issues of mutual concern. The JLMC shall be limited to a total of four (4) members unless the parties mutually agree otherwise. Two (2) members shall be appointed by the City and two (2) shall be appointed by the Union.

The JLMC shall have authority to develop its own internal procedures, including the scheduling of meetings. The JLMC will make recommendations to the City Council for implementation once the City Council concurs with its recommendation.

This committee will not have the authority to change or amend the MOU or discuss issues of potential discipline.

#### **ARTICLE 14 — GRIEVANCE PROCEDURE**

##### **14.01 Statement of Intent**

The City and the Union have a mutual interest in resolving workplace issues appropriately,

**MOU: SFPEBU (2016 – 2020)**Page 18 of 31

---

expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

**14.02 Definitions**

A "grievance" is defined as a dispute concerning the interpretation or application of this written MOU, disciplinary action or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU including disciplinary actions against employees in this unit.

A "business day" shall be defined as Monday thru Friday, exclusive of City holidays.

**14.03 Grievance Process Rights**

The parties agree that the following shall not be subject to the grievance procedure:

- A. An impasse in meeting and conferring upon the terms of a proposed MOU.
- B. Any issue that the parties agree to refer to another administrative resolution process.

No grievant shall lose his/her right to process his/her grievance because of City-imposed limitations in scheduling meetings.

The Union may elect to file a group grievance on behalf of two (2) or more employees. The facts and issues of the grievance must be the same. A group grievance will begin at Step 3 of the grievance procedure.

**14.04 Time Limits and Waivers**

Time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and the City may jointly waive one step of review from this grievance procedure.

**14.05 Expedited Issues**

To resolve issues at the appropriate level, the following issues will be automatically waived to Step 3 of the grievance procedure:

- Group Grievances
- Allegations regarding violations of Article 15 – Union Rights
- Suspensions without pay

**MOU: SFPEBU (2016 – 2020)**Page 19 of 31

---

- Terminations
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Any additional issues may be waived to Step 3 upon mutual agreement of the Union and the City.

**14.06 Step 1 – Initial Filing and First Administrative Response**

Within ten (10) business days after the employee knew of, or reasonably should have known of, the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the employee's immediate supervisor, signed and dated by the employee. The employee shall have the affirmative responsibility to forward a copy to the Personnel Office. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU and/or Personnel Rules that are alleged to have been violated, and the specific remedy requested.

The immediate supervisor shall meet with the employee within ten (10) business days of receiving the written grievance to secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall respond in writing within ten (10) business days following the meeting with the employee. The decision shall be personally served upon the employee or mailed to the employee's last known address or as otherwise specified by the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to advance the issue to the next step.

**14.07 Step 2 – Second Administrative Response**

If the issue is not resolved at Step 1, or jointly advanced to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, present a signed and dated grievance to the Department Head within the ten (10) day filing period, with a copy forwarded to the Personnel Office. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU and/or Personnel Rules that have been violated, and specify the remedy requested.

The Department Head, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The Department Head or appropriate designee shall investigate as necessary to allow fair consideration of the situation and will provide a written response to the employee within the (10) business days of meeting with the employee. Failure of management to respond within the time limits shall entitle the grievant to advance the grievance to the next step.

**MOU: SFPEBU (2016 – 2020)**Page 20 of 31

---

**14.08 Step 3 – Third Administrative Response****1. Individual Grievance**

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the City Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The City Manager, or designee, shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

**2. Group Grievance**

The Union shall file the grievance in writing with the City Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Manager.

The City Manager, or designee, shall provide written notification to the affected department of the receipt of the grievance. The City Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The City Manager, or designee, may include department managers who have knowledge of the grievance issues in the meeting with the union. The City Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

**14.09 Step 4 – Mediation**

The Union or the City may request mediation, by letter to the City Council. Within ten (10) business days of receipt of a request for mediation, the receiving party shall request that the Union obtain the services of a mediator from the State Mediation and Conciliation Service (SMCS) at no cost to either party.

The primary goal of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal in nature (i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made). The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

**MOU: SFPEBU (2016 – 2020)**Page 21 of 31

---

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

Notwithstanding the above, the parties may mutually agree to accept the opinion of the mediator as binding.

If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to advance to the next level in the procedure.

**14.10 Step 5 — Binding Arbitration**

If the written response at Step 3 or mediation at Step 4, does not settle the grievance, or management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the City Council. A copy of this notice shall be served upon the Personnel Manager. The request for arbitration must be filed with the City Council within twenty (20) business days following (a) the date of service of the written response of the City Manager, or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the City Council within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven (7) arbitrators furnished by the SMCS, within ten (10) business days following receipt of said list. Failure of the Union to notify the City Council of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the SMCS, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be paid by the losing party, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

MOU: SFPEBU (2016 – 2020)

Page 22 of 31

---

**ARTICLE 15 — UNION RIGHTS****15.01 Union Stewards**

SEIU shall designate a reasonable number of stewards, but not to exceed ten percent (10%) of the unit. A certified steward may represent a grievant at all steps of the grievance procedure. The Union shall provide to the City Manager a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.

**15.02 Protection Against Discrimination and Retaliation**

Management recognizes stewards as official representatives of the Union, and such representatives are entitled to all rights and protections as defined by law and this MOU.

No steward shall be discriminated against or retaliated against in any manner because of the exercise of rights and duties as protected by law and this MOU.

The employer shall provide equal rights to stewards with disabilities.

Stewards who are assigned to work an evening shift, night shift, rotating shift, or weekend shift shall be accorded full and equal rights under release time, including paid time status on employer's time, and shall not be discriminated against because of shift assignment.

Grievances filed under this section shall be expedited to Step 3 of the grievance procedure.

**15.03 Union Release Time****1. Union Stewards**

Stewards shall be allowed necessary time off without loss of any compensation and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with Management, pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow, all levels of the grievance procedure, JLMC meetings, new employee orientations, negotiations, steward trainings, steward meetings, paid time off for lost-time status, and to observe working conditions.

Management is responsible for staffing to accommodate paid release time for union activities upon receipt of two (2) weeks advance written notice for release time.

An employee and his/her steward may have a reasonable amount of paid time off for the above-listed activities.

If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor. Permission to leave will be granted unless such

**MOU: SFPEBU (2016 – 2020)**Page 23 of 31

---

absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.

Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed.

**2. Membership Meetings**

The City agrees to release any employee, who is regularly scheduled to work, for up to one (1) hour per month, to attend a bargaining unit membership meeting without loss of compensation or benefits.

The City agrees to provide the Union with a meeting room for this purpose. The date, time and location of such meetings will be mutually agreed upon by the City and the Union.

**15.04 Payroll Deductions**

It is understood and agreed that SEIU has the right to payroll deductions of membership dues, agency service fees, charitable contributions, voluntary political contributions and any other applicable premiums from bargaining unit employees. Such deductions shall be made monthly and forwarded to the SEIU Local 721 office.

Employee authorization for payments shall be made on a form provided by the Union. The City, however, will deduct the appropriate amounts from an employee's paycheck, which has been identified by the Union, whether or not the appropriate deduction form has been received.

SEIU agrees to hold the City of San Fernando harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of such payroll deductions.

**15.05 Reporting Requirements**

Management will provide SEIU with a list of represented employees in the unit in alphabetical

**MOU: SFPEBU (2016 – 2020)**Page 24 of 31

---

order, on a quarterly basis.

The list shall include the following information for each employee: employee full name, employee identification number, class title, department, home address, mailing address (if different), telephone number, date of hire, union status (i.e. dues paying member, agency fee payer, or religious objector), salary step, rate of pay, and identify any changes in employment status (i.e. new hire, promotion, demotion, separation from service, etc.) and the effective date(s) of such changes.

This list shall be provided in an unformatted electronic format, preferably Excel, to the designated SEIU representative(s).

**15.06 Agency Shop****1. Agency Shop Arrangement**

The City and the Union mutually understand and agree that, pursuant to Government Code §3502.5, there exists an agency shop arrangement between the parties and all employees in the unit have the right to join, or not join, the Union.

The parties have agreed to an agency shop arrangement, which requires that as a condition of continuing employment, within thirty (30) days of entering the bargaining unit, employees in the unit must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption there from.

**2. Membership Dues**

An employee who chooses to join the Union shall pay the membership dues uniformly required of SEIU Local 721 members.

**3. Agency Fee Payers**

Any employee who chooses not to join the Union, and who is employed in the bargaining unit, shall make payment of service fees in lieu of dues to the Union beginning no later than thirty (30) days of entry into the unit. Such payments shall not exceed the periodic dues uniformly required of members.

**4. Religious Objectors**

Any employee, who because of bona fide religious tenets or teachings of a church or religious body which has historically held conscientious objections to joining or financially supporting public employee organizations and of which such employee is a member, may request a religious exemption. To be considered for such exemption, the employee is required to submit a written request for exemption, in accordance with the Union's policies regarding religious objectors. Upon approval of such request, the Union shall submit the withheld funds, deducted in an amount equal to dues/service fees, to a non-religious, non-

**MOU: SFPEBU (2016 – 2020)**Page 25 of 31

---

labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, to be chosen by the employee.

**5. Record Keeping**

SEIU shall keep an adequate itemized record of its financial transactions and make a detailed written financial report available to the employees who are members of the organization within sixty (60) days after the end of the fiscal year. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code §3456.6 shall satisfy this requirement.

**6. Hold Harmless/Indemnity Clause**

SEIU agrees to hold the City harmless and indemnify the City against any claims, causes of action, attorney's fees, or lawsuits arising out of the deductions or transmittal of such funds to the Union.

**15.07 Maintenance of Membership**

All unit members who, on the 15<sup>th</sup> day following the effective date of this MOU or thereafter, are members of the Union in good standing shall maintain membership in the Union, including payroll deductions in Sections 15.04 and 15.06 above, for the term of this MOU.

Every employee who is a member of the Union shall have a right to withdraw from membership between April 1<sup>st</sup> and April 15<sup>th</sup> in the year of expiration of this MOU. To withdraw from membership, the employee shall notify SEIU, in writing, of their termination of authorization for union dues payroll deductions. Such notification shall be delivered in person, or by United States mail, and should be in the form of a letter, signed and dated by the individual employee, containing the following information: employee full name, employee identification number, job classification, employer's name, and a statement of request to cancel union dues payroll deductions for SEIU.

**15.08 Voluntary Political Contributions**

The City agrees to allow unit employees to make voluntary political contributions to the SEIU Local 721 Committee on Political Education (COPE) through payroll deductions. Any unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political activities, and that the contribution is voluntary in nature. The Union shall abide by all Federal and State laws relating to such contributions, and indemnify the City in the event of litigation.

**15.09 Bulletin Boards**

The City shall grant the Union reasonable access to bulletin boards in all work locations to post notices as needed, for the purpose of notifying members of meetings, elections, events, and other relevant union activities. Such access shall not unduly interfere with the normal

MOU: SFPEBU (2016 – 2020)

Page 26 of 31

---

operations of the City or with established safety or security requirements.

**15.10 Visits by Union Representatives**

The City agrees that union representatives shall have reasonable access to the premises of the City during working hours for the purpose of assisting in the administration of this MOU. Such access shall not unnecessarily disrupt the work of City employees.

**15.11 New Employee Orientation**

A representative from SEIU will be allowed to speak to and provide new employees to the bargaining unit with SEIU enrollment information during the employee's orientation. The City agrees to furnish each new employee with a copy of the current MOU.

**ARTICLE 16 — LAYOFFS****16.01 Layoffs**

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the city shall meet and confer prior to the layoffs with SEIU 721 to take appropriate action to mitigate such negative consequences of the City's action to bargaining unit employees. Such mitigation may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than a ten (10) working day notice is given, the City shall pay commensurate pay up to ten (10) days total.

**16.02 Seniority in Layoffs**

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the class. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department for General Employees and original appointment in department to non-sworn position for Police) shall be determined to have the most seniority.

All temporary and probationary employees in the class involved shall be separated prior to provisional or permanent employees.

Permanent employees shall be laid off in the reverse order of seniority.

**MOU: SFPEBU (2016 – 2020)**

Page 27 of 31

**16.03 Bumping Rights**

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this class and time in higher classification.

**16.04 Re-Employment Lists and Call Back**

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a re-employment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee reappointed from a re-employment list shall be considered as having been on leave of absence without pay during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

**16.05 Transfer in Lieu of Layoff**

Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in Personnel and respective department for five (5) work days to allow for volunteers to apply.

Should the position that the employee was transferred from become available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

**ARTICLE 17 — PERSONNEL PROVISIONS****17.01 Probationary Periods**

Upon initial hire or promotion, each employee shall serve a probationary period of no less than six (6) months and no greater than twelve (12) months.

**17.02 Job Classifications and Descriptions**

In the event the City desires to establish a new classification, or revise an existing job classification and/or description, during the term of this MOU, the City shall meet and consult in good faith with the Union regarding the proposed change(s). The City agrees to provide the Union with a draft of the change(s) under consideration, prior to making any recommendations

**MOU: SFPEBU (2016 – 2020)**Page 28 of 31

---

to City Council.

**17.03 Privatization/Contracting Out**

The City agrees to meet and confer on the impacts of any decision to privatize or contract out any bargaining unit work.

The City will make a good faith effort to provide the Union with at least thirty (30) calendar day's written notice of its intention to privatize or contract out work which is currently being performed by bargaining unit members.

Upon request, the City will meet with the Union to explain the rationale for the decision. If there are formal studies, which were used to determine the feasibility, cost benefit, efficiency or other aspects of the proposal, these reports will be shared with the Union.

The City will consider the Union's proposals to accomplish the same work at competitive efficiency and cost levels, provided such proposals are submitted in writing no later than fifteen (15) days following the City's notice.

The City Council shall retain sole authority to decide whether or not to privatize or contract out the work and the provisions of this section shall not limit the City Council's authority to do so.

**ARTICLE 18 — RETIREMENT**

The City provides eligible employees with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS.

**18.01 Eligibility for Part-Time Employees**

Pursuant to CalPERS regulations, a part-time employee shall become eligible for CalPERS membership on the first day of the pay period in which the employee completes one thousand (1,000) hours of service during any fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). A "part-time employee" is defined by CalPERS, as an employee who works less than forty (40) hours per week for a majority of the weeks in a year.

**18.02 CalPERS Membership**

For the purpose of retirement benefits, eligible employees are defined as either a "classic" or "new" member of CalPERS as follows:

**MOU: SFPEBU (2016 – 2020)**Page 29 of 31

---

**A. "Classic" Member**

An employee hired by the City prior to January 1, 2013; or an employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the City with less than a six (6) month break in service; or an employee who is eligible for reciprocity with another California public retirement system.

**B. "New" Member**

An employee hired by the City or any other CalPERS participating agency, on or after January 1, 2013; or an employee previously employed by a CalPERS participating public agency who becomes employed by the City after a break in service of greater than six (6) months; or an employee who is ineligible for reciprocity with another California public retirement system.

**18.03 Retirement Plans**

Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation.

**1. TIER I Miscellaneous Plan**

For eligible employees hired on or before November 12, 2005, the City's contract provides a 3% @ 60 modified retirement formula (Government Code §21354.3) based upon the Single Highest Year (Government Code §20965).

No cap on annual salary that can be used to calculate final compensation.

This Plan provides an Annual Cost-of-Living Allowance of five percent (5%).

**2. TIER II Miscellaneous Plan**

For eligible employees hired between November 13, 2005 and December 31, 2012, the City's contract provides a 2% @ 55 modified retirement formula (Government Code §20475) based upon the Single Highest Year (Government Code §20965).

No cap on annual salary that can be used to calculate final compensation.

This Plan provides an Annual Cost-of-Living Allowance of three percent (3%).

**MOU: SFPEBU (2016 – 2020)**Page 30 of 31

---

**3. TIER III Miscellaneous Plan**

For eligible employees hired on or after January 1, 2013, who are not eligible for reciprocity and are considered "new" members of CalPERS, PEPRAs mandates a retirement formula of 2% @ 62 based upon a Three Year Average.

Pensionable compensation cap on annual salary used to calculate final compensation.

This Plan provides an Annual Cost-of-Living Allowance of two percent (2%).

**18.04 Rates of Contributions****1. TIER I & TIER II Miscellaneous Plans**

Employee contributions shall be paid by the City as an Employer Paid Member Contribution (EPMC), pursuant to Internal Revenue Code 414(h)(2).

The City shall continue to report the value of the EPMC to CalPERS as compensation earnable on behalf of each eligible employee pursuant to Government Code §20636(c)(4).

The City shall pay one hundred percent (100%) of the employee's contribution as the EPMC and one hundred percent (100%) of the employer's obligation.

The employee shall not be required to pay any (0%) of the costs.

**2. TIER III Miscellaneous Plan**

In accordance with PEPRAs, the City and employee will participate in equal sharing of normal costs, with both the City and employee paying fifty percent (50%) of the normal costs.

**18.05 Optional CalPERS Benefits**

1. The City shall continue to provide the 4<sup>th</sup> Level of 1959 Survivor Benefits (Government Code §21574).
2. The City shall continue to provide credit for unused sick leave as per CalPERS guidelines (Government Code §20965).
3. The City shall continue to provide Military Service Credit as Public Service as per CalPERS guidelines (Government Code §21024).

**MOU: SFPEBU (2016 – 2020)**

Page 31 of 31

**EXECUTION OF THE NEW AGREEMENT**

This MOU was approved by a majority vote of the City Council of the City of San Fernando on November 21, 2016.

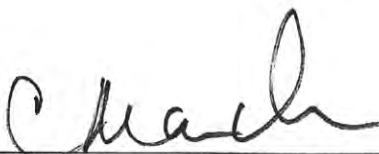
This MOU was ratified on November 29, 2016 by a simple majority vote of unit employees who are in classifications represented by SEIU Local 721 as set forth in this agreement.

Following its execution by the parties hereto, the City shall implement its terms and conditions by appropriate lawful action.

In witness hereto, the parties have cause for this agreement to be executed December 1, 2016.

**CITY OF SAN FERNANDO**

**SAN FERNANDO PART-TIME EMPLOYEES  
BARGAINING UNIT (SFPEBU), SERVICE  
EMPLOYEES INTERNATIONAL UNION (SEIU)  
LOCAL 721**



Chris Marcarello, Chief Negotiator  
Deputy City Manager/ Public Works Director



Wendy Thomas, Chief Negotiator




Brian Saeki  
City Manager



Patty Garcia, SFPEBU Chapter Representative  
Program Specialist



Nick Kimball  
Finance Director



Michael Okafor  
Personnel Manager

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 1, 2021

**Subject:** Consideration to Approve a Professional Services Agreement with Edgesoft, Inc., to Implement Phase 2 of the Online Permit Counter

### RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding requirements and award the scope of services to Edgesoft, Inc. (Edgesoft) to implement the second and final phase of an upgrade to an existing proprietary software system used by the City;
- b. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1979) with Edgesoft, in an amount not-to-exceed \$26,588 to implement Phase 2 of the Online Permit Counter and eGov Land Management Software (Online Permit Counter); and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On September 4, 2007, the City Council approved an agreement with Edgesoft (Contract No. 1579), in the amount of \$361,760 for the purchase and maintenance of Edgesoft's Enterprise Land Management System software. The City refers to the customized enterprise system software used by the Community Development and Public Works Departments as the Activity Information Management System (AIMS).
2. The original term of the agreement included a four-year maintenance contract, which expired on September 27, 2011. The City subsequently negotiated additional maintenance agreements with Edgesoft to continue providing maintenance for the AIMS software.
3. On July 24, 2017, the City entered into its current software maintenance agreement with Edgesoft for a five-year term running through July 2022.

**Consideration to Approve a Professional Services Agreement with Edgesoft, Inc., to Implement Phase 2 of the Online Permit Counter**

Page 2 of 5

---

4. On April 5, 2018, City staff met with representatives from Edgesoft to discuss the state of the AIMS software as well as practical features that could be configured and integrated into the existing software to enhance both its efficacy as an enterprise management tool for staff and its usefulness for citizens as a permit counter to serve their development needs online.
5. On June 18, 2018, the City Council approved actions to waive formal bidding requirements, award a Purchase Order to Edgesoft to upgrade the current enterprise land management system application and online citizen access portal, and amend the Maintenance Agreement to include application hosting through Edgesoft.
6. On November 18, 2019, the City Council adopted Resolution No. 7962 authorizing submittal of an application for the Senate Bill 2 Planning Grants Program to the California Department of Housing and Community Development to address proposed activities including Phase 2 implementation of the Online Permit Counter website for building and planning permitting, and authorized the City Manager to appropriate the grant revenues and expenditures, if awarded.
7. On January 31, 2020, the initial Phase of the Online Permit Counter went live and customers were able to apply for various building permits, request inspections, and make payments online for the first time.
8. On April 10, 2020, the California Department of Housing and Community Development notified the City that it had been approved for funding through the Senate Bill 2 Planning Grants Program that would provide funding to implement Phase 2 of the Online Permit Counter and subsequently executed a Planning Grants Funding Agreement (Attachment "B") with the City.

**ANALYSIS:**

Overview of Edgesoft.

Edgesoft is a minority-owned, Southern California based software solutions company that has provided the City with its Enterprise Land Management System software since 2007, which serves as the backbone of the City's AIMS enterprise software supporting the Community Development and Public Works Departments. AIMS includes four modules: 1) building, 2) code enforcement, 3) planning, and 4) public works. The software provides the City with a centralized database for tracking and managing permitting, planning, and work order and service request activities.

In 2018, Edgesoft commenced work on an Enterprise Land Management System software upgrade and development and implementation of the first phase of an Online Permit Counter. The first phase of the Online Permit Counter leveraged the existing enterprise software to launch a customer facing online citizen access portal that provides customers the ability to perform

## **Consideration to Approve a Professional Services Agreement with Edgesoft, Inc., to Implement Phase 2 of the Online Permit Counter**

Page 3 of 5

---

building permit counter tasks online through a portal from the City's website. This provides citizens with greater convenience and eliminates the limitation of having to submit requests and documents and request building inspections only when City Hall is open to the public.

From its launch on January 31, 2020 to December 31, 2020, approximately 450 total new users established Online Permit Counter accounts, staff issued approximately 350 building permits, and collected nearly \$50,000 in building permit fees through the Online Permit Counter. Importantly, the online channel became the primary means for the Building and Safety Division of the Community Development Department to conduct business during the COVID-19 pandemic restrictions, which prompted a reassessment of in-person service delivery and closed City Hall to the public for several months at a time.

Customer engagement on the Online Permit Counter has grown steadily and now represents a majority of customer permitting by the Community Development Department. For example, over 80 percent of all building permit fees collected during the month of December 2020 came via the Online Permit Counter. Unsurprisingly, customers have inquired when the City will offer all remaining permit counter services virtually.

### Phase 2 of the Online Permit Counter.

Phase 2 of the Online Permit Counter will pick up where phase 1 left off and bring all remaining permit counter services online, including all Planning Division permit processing, all remaining building permit processing, garage sale permit processing, optimized search functionality, and related online payment integration.

The scope of work is summarized below:

1. Building and Safety Online Permit Counter
  - a. Remaining permits online with payment.
  - b. Enhance Online permits to include project and subproject level on top of activity level
2. Online Planning application and approval
  - a. Provide internal updates in order for this feature to be available online
  - b. Enhanced Admin feature includes the permit types to be viewable online
  - c. Online payment integration with Allpaid
3. AIMS application enhanced by adding the module of Centralized Plan Check Functionality
  - a. This module will allow any users from various departments to use Centralized Plan in AIMS in one screen for the following:
    - i. Tracking Status
    - ii. Changing Status
    - iii. Assigning to different departments (Internal or External)

**Consideration to Approve a Professional Services Agreement with Edgesoft, Inc., to Implement Phase 2 of the Online Permit Counter**

Page 4 of 5

---

- iv. View/Edit start and target dates
  - v. Email Notification
- 4. Online garage sales and payment
- 5. Search. Analyze. Inform. Report. Act. ("SAIRA") Search
  - a. Search Portal application that allows users to search through multiple information sources at once, including: Document Management Systems, In-House Servers (file folders), City Webpages, and more
  - b. Users who cannot find what they are looking for are easily directed to the SAIRA Public Records Request Application, decreasing in-person, telephone, and email interaction with city clerks
- 6. SAIRA Public Records Request (PRR)
  - a. PRR workflow application that accepts requests and translates public user requests into easy to track, monitor, assign, and complete tickets
  - b. Completed requests and documents uploaded are stored in the cloud for easy access for future information seekers

Major milestones for project implementation include: 1) project initiation, critical path analysis and kick-off; 2) requirements gathering and functional specifications documentation; 3) systems installation, configuration, pre-production support and testing; and 4) go-live production support, monitoring, project management and implementation.

Implementing phase 2 of the Online Permit Counter supports City-Wide Strategic Goal No. 6 for Fiscal Year 2020-2021: "Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service."

**BUDGET IMPACT:**

To fund the one-time cost of \$26,588, staff applied for the California Senate Bill 2 Planning Grants Program and received the maximum award for small localities of \$160,000 to cover the cost to implement phase 2 of the Online Permit Counter. The Senate Bill 2 Planning Grants will fully fund the implementation of this work. On November 18, 2019, the City Council authorized the City Manager to accept the grant funds and to appropriate the grant revenues and expenditures in accordance with the Adopted Budget Resolution No. 7938, if awarded. The City executed the Planning Grants Funding Agreement with the California Department of Housing and Community Development on June 10, 2020.

**Consideration to Approve a Professional Services Agreement with Edgesoft, Inc., to Implement Phase 2 of the Online Permit Counter**

Page 5 of 5

---

**CONCLUSION:**

Staff recommends that the City Council waive formal bidding requirements and approve a Professional Services Agreement with Edgesoft to implement phase 2 of the City's Online Permit Counter.

**ATTACHMENTS:**

- A. Contract No. 1979
- B. Planning Grants Funding Agreement



## PROFESSIONAL SERVICES AGREEMENT

### EDGESOFT, INC.

Online Permit Counter Phase 2 and eGov Land Management Software

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of March 2021 (hereinafter, the "Effective Date"), by and between the **CITY OF SAN FERNANDO**, a municipal corporation ("CITY") and **EDGESOFT, INC.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

### **I. ENGAGEMENT TERMS**

1.1 **SCOPE OF SERVICES**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). 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 Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 **PROSECUTION OF WORK**: The Parties agree as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within sixty (60) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than three-hundred sixty-five (365) calendar days from the issuance of the Notice to Proceed (the "Completion Date");
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 2 of 17

---

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

**1.3 COMPENSATION:**

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the Compensation Schedule as set forth in **Exhibit "B"** (hereinafter, the **"Approved Rate Schedule"**).
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of TWENTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$26,588.00) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

**1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar 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.**1.5 ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 3 of 17

---

and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, 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 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 Nancy Aguilar, Senior Project Manager, 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.

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 4 of 17

---

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, 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,

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 5 of 17

---

knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 6 of 17

---

- 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. No otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by the California Department of Housing and Community Development Planning Grants Program, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations. The CONSULTANT shall include this Non-Discrimination and compliance provision in all contracts and subcontracts it enters into to perform work funded by the California Department of Housing and Community Development Planning Grants Program.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

**III. INSURANCE**

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 7 of 17

---

or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 8 of 17

---

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

**IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 9 of 17

---

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**

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 10 of 17

---

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B 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

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 11 of 17

---

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 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (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 1.4, above, shall be

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 12 of 17

---

cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 13 of 17

---

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

**VI. MISCELLANEOUS PROVISIONS**

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement.

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 14 of 17

---

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

- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Edgesoft, Inc.  
1600 Rosecrans Avenue  
Media Center, 4<sup>th</sup> Floor  
Manhattan Beach, CA 90266  
Attn: Shan Sundar, CEO  
Phone: (310) 321-7658  
Email: shan.sundar.212@edgesoftinc.com

**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 are 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.

**PROFESSIONAL SERVICES AGREEMENT**

Online Permit Counter Phase 2 and eGov Land Management Software

Page 15 of 17

---

- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**Page 16 of 17

---

- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in 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

Online Permit Counter Phase 2 and eGov Land Management Software

Page 17 of 17

---

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

**CITY OF SAN FERNANDO**

**EDGESOFT, INC., A CALIFORNIA  
CORPORATION**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Richard Padilla, Assistant City  
Attorney

## Exhibit "A"

### Scope of Work

Edgesoft will enhance the Online Permit counter to include the following

1. Building and Safety Online Permit Counter
  - a. Remaining permits online with payment
  - b. Enhance Online permits to include project and subproject level on top of activity level.
2. Online Planning application and approval (**roughly 4 – 5 weeks**)
  - a. Provide internal updates in order for this feature to be available online.
  - b. Enhanced Admin feature includes the permit types to be exposed online.
  - c. Online payment integration with Govpaynet
3. AIMS application will be enhanced by adding the module of Centralized Plan Check Functionality (**roughly 4 – 5 weeks**)
  - a. This module will allow any users from various departments to use Centralized Plan in AIMS in one screen for the following
    - i. Tracking Status
    - ii. Changing Status
    - iii. Assigning to different departments (Internal or External)
    - iv. View/Edit start and target dates
    - v. Email Notification
4. Online Garage sales and payment (**roughly 3 weeks**)
5. SAIRA Search
  - a. Search Portal application that allows users to search through multiple information sources at once, including: Document Management Systems, In-House Servers (file folders), City Webpages, and more
  - b. Users who cannot find what they are looking for are easily directed to the SAIRA Public Records Request Application, decreasing in-person, telephone, and email interaction with city clerks
6. SARIA Public Records Request
  - a. PRR workflow application that accepts requests and translates public user requests into easy to track, monitor, assign, and complete tickets.
  - b. Completed requests & documents uploaded are stored in the cloud for easy access for future information seekers.

#### ASSUMPTIONS

1. Client will be responsible for installing, testing, training and production operation of this project / integration.
2. Client shall be responsible for system environment(s).
3. City of San Fernando will provide appropriate resources for Testing.
4. City of San Fernando will provide appropriate resources for connecting and working with Govpaynet.

5. Edgesoft will perform unit and integration testing prior to delivery of the software for installation.
6. Ongoing support the software, once it has been implemented shall be handled by a separate contract
7. Deliverables will be reviewed and accepted by the Client within 5 working days, after the receipt date. Deliverables not accepted by the Client will be returned to Consultant with the specific changes, identified in writing, which the Client requires to accept the deliverable
8. Deliverables will be reviewed for completeness, content, clarity and will require Client's approval, during the initial review. Consultant will in good faith make every effort to include all requested changes to deliverables, after Client's approval. Multiple iterations of deliverable reviews will only be introduced when issues of completeness, content, or clarity prevail, after Client's approval.
9. Deliverables will be deemed to be approved after the agreed upon deliverable review periods have elapsed without a detailed description of the deficiencies being provided to Consultant, as defined in the proposal, unless agreed otherwise.

**RISKS:**

1. Availability and quality of Client resources.
2. Funding continuity
3. Sponsorship continuity & participation
4. Timeliness of deliverables by Client resources will affect the budget of this project.
5. End user adoption

**Change Management Process**

Change control procedures

Change control procedures are the key to managing the system development process. The Consultant employs a formal process that attempts to contain the scope to the greatest degree possible for on time implementation, while at the same time providing the flexibility to enhance the original design when necessary.

Change control management and billing

The Consultant may initiate a change control form. The cost and timing implications are estimated by the project manager documented on the form and submitted to the Client's project manager for approval. Only approved changes are scheduled for implementation.

Changes will be invoiced with the next milestone invoice following implementation of the change.

What would constitute a change with additional cost?

Changes are defined as those tasks that deviate from the scope of the requirements document that have a likelihood of impacting the resources or the schedule of the project. Some examples follow but should not be construed as a complete list:

- Change in the architectural design of the system
- Change in the operating system, hardware, database or development software
- Change in functionality or scope of the project like paying for business license renewal fees with the shopping cart

The impact of such changes on both the cost and schedule will be assessed and submitted to Client for approval. Upon receiving approval, Consultant will make the necessary changes and invoice the Client.

What would constitute a “no charge” change?

Typically, any change that does not impact the schedule or resources will be considered a No Charge change and will be accommodated as time permits. However, any changes whether initiated by Consultant or Client will have the written approval of Consultant and Client’s project manager.

**Exhibit "B"**  
**Approved Rate Schedule**  
**Pricing**

eGov 2 Phase	Price	Discount Price for SF (25% off)
Building and Safety Online Permit Counter Enhancements	\$7,500.00	\$5,625.00
Online Planning application and approval	\$8,250.00	\$6,188.00
Centralized Plan Check Functionality	\$14,950.00	\$11,212.00
Online Garage Sales with payment	\$4,750.00	\$3,563.00
SAIRA Search and Public Records Request <i>(Included)</i>	\$19,500	\$0
Subtotal:		\$26,588.00

**SCHEDULE OF COMPENSATION**

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

**Milestone Basis:** The City shall pay for the services on a milestone basis. Consultant shall invoice the City the applicable milestone amount upon the achievement of the following deliverable date set forth below:

1. Project Initiation, Critical Path Analysis and Kickoff Meeting	\$ 6,647.25
2. Requirements Gathering and Functional Specifications Document	\$ 7,976.25
3. System Installation, Configuration, Pre-Production Support and Testing	\$ 7,976.25
4. Go-Live Production Support, Monitoring, Project Management and Implementation	\$ 3,988.25

## STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-14026

PURCHASING AUTHORITY NUMBER (if applicable)

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

## CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

## CONTRACTOR'S NAME

City of San Fernando

2 The term of this Agreement is:

## START DATE

Upon HCD Approval

## THROUGH END DATE

12/31/2022

3 The maximum amount of this Agreement is:

\$160,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

## CONTRACTOR

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

City of San Fernando

## CONTRACTOR BUSINESS ADDRESS

117 Macneil Street

## CITY

San Fernando

## STATE

CA

## ZIP

91340

## PRINTED NAME OF PERSON SIGNING

Nick Kimball

## TITLE

City Manager

## CONTRACTOR AUTHORIZED SIGNATURE

[Signature]

## DATE SIGNED

6/4/2020

## STATE OF CALIFORNIA

## CONTRACTING AGENCY NAME

Department of Housing and Community Development

## CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

## CITY

Sacramento

## STATE

CA

## ZIP

95833

## PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart Shaun Singh

## TITLE

Contracts Manager,  
Business & Contract Services Branch

## CONTRACTING AGENCY AUTHORIZED SIGNATURE

## DATE SIGNED

6/10/20

California Department of General Services Approval (or exemption, if applicable)

Exempt per, SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

## **EXHIBIT A**

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **1. Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

#### **2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

#### **3. Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

#### **4. Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

#### **5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

#### **2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

#### **3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

## EXHIBIT B

### 4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

### 5. **Performance**

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: April 16, 2020

## EXHIBIT B

### 6. **Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: April 16, 2020

## **EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:

- 1) Names of the Grantee's personnel performing work;
- 2) Dates and times of project work;
- 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
- 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.

- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.

- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.

- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: April 16, 2020

## **EXHIBIT B**

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.

  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

## EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
- 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.

B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.

- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
- 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

- 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.
- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- F. The following shall each constitute a breach of this Agreement:
  - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any

## EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

### 5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

### 6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

## EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### 8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

### 9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: April 16, 2020

**EXHIBIT D**

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

**10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified by mutual written agreement of both parties.

**12. State-Owned Data**

- A. Definitions

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: April 16, 2020

## EXHIBIT D

### 1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

### 2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

### 3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

## B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

## EXHIBIT D

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

### 13. Special Conditions

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

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



# THE CITY OF SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works  
Kenneth Jones, Management Analyst

**Date:** March 1, 2021

**Subject:** Consideration to Adopt a Resolution Authorizing and Adopting the City's 2021 Federal Transit Administration Title VI Plan

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8057 (Attachment "A") authorizing and adopting the City's 2021 Federal Transit Administration (FTA) Title VI Plan (Attachment "A" Exhibit "A"); and
- b. Direct the City Manager to implement the Title VI Plan.

### BACKGROUND:

1. On February 3, 2014, the City Council adopted Resolution No. 7571 authorizing the adoption of a Title VI Plan and directing the City Manager to implement the Plan.
2. On August 1, 2016, the City Council adopted Resolution No. 7757 authorizing the recertification of the Title VI Plan and directing the City Manager to implement the Plan.
3. In early 2020, staff received an extension from Los Angeles County Metropolitan Transportation Authority (LA METRO) to have an updated Title VI Plan approved by City Council.

### ANALYSIS:

Title VI of the Civil Rights Act of 1964 is a Federal law that prohibits recipients and subrecipients of Federal financial assistance (e.g., states, local governments, and transit providers) from discriminating based on race, color, or national origin in their programs or activities. It also obligates Federal funding agencies to enforce compliance.

**Consideration to Adopt a Resolution Authorizing and Adopting the City's 2021 Federal Transit Administration Title VI Plan**

Page 2 of 3

---

The City has used Section 5309 Federal funds administered by the Federal Transit Administration (FTA) to purchase two trolleys, complete the first phase of the bus shelter project, and upgrade the Compressed Natural Gas (CNG) station. The FTA requires all agencies using Section 5309 funds to maintain an adopted Title VI Plan in place as long as the agency has the FTA-funded assets.

Under Title VI, the Department of Transportation (DOT) has the responsibility to provide oversight of recipients and to enforce compliance with Title VI to ensure recipients do not use DOT funds to subsidize discrimination based on race, color, or national origin.

As a subrecipient of FTA funds, the City is required to demonstrate compliance with Title VI by submitting a plan every three (3) years. Approval of this plan by the City Council is required, pursuant to the FTA's updated Circular (FTA C 4702. I B) dated October 1, 2012. Upon submittal, LA METRO then reviews and concurs with the Title VI Plan or requests additional information. Failure to submit a plan or to have it approved by the FTA could result in the loss of Federal funding.

The Title VI Plan consists of a report and supporting documentation that provides evidence of the equitable distribution of services; promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by persons with limited English proficiency.

The City of San Fernando 2021 Title VI Plan contains the following elements:

- The Title VI Notice to the Public;
- Instructions to the public regarding how to file a Title VI complaint;
- A list of public transportation-related Title VI investigations, complaints, or lawsuits;
- A public participation plan, including a targeted outreach plan to Title VI populations and a summary of recent outreach efforts;
- A language assistance plan based on the Limited English Proficiency analysis;
- Information regarding the racial breakdown of transit-related policy boards or committees;
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program; and
- Ensure the required Disadvantaged Business Enterprise (DBE) assurance language at 49 CFR 26.13 (a) and (b) reads verbatim in all financial agreements, contracts, and subcontracts.

Of the elements listed, “public participation and outreach” are areas of focus within the 2021 Title VI Plan. Public participation and outreach related to transit issues that may affect the public

**Consideration to Adopt a Resolution Authorizing and Adopting the City's 2021 Federal Transit Administration Title VI Plan**

Page 3 of 3

---

will be accomplished through a variety of means: notification on the City's website and in newsletters, advertisements in local publications, announcements during City Council meetings, and email notices to community stakeholders. Taking this approach will allow the City to keep the public updated and educated on transit-related issues within the community.

**BUDGET IMPACT:**

There will be no impact to the current fiscal year budget or any future City budgets as long as the City stays in compliance with the Title VI requirements. Being out of compliance may result in the loss of federal funding.

**CONCLUSION:**

Staff recommends City Council adopt the attached Resolution, authorizing and adopting the City's 2021 Federal Transit Administration Title VI Plan.

**ATTACHMENT:**

A. Resolution No. 8057, with Exhibit "A"

**RESOLUTION NO. 8057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING AND ADOPTING THE PLAN ASSOCIATED WITH THE FEDERAL TRANSIT ADMINISTRATION TITLE VI PROGRAM**

**WHEREAS**, the City of San Fernando is a recipient of Federal revenues and is required to meet federal regulatory requirements for the Title VI, established by 49 C.F.R. part 21.7; and

**WHEREAS**, the Federal Transit Administration (FTA) requested that the City provide a Title VI Program plan that ensures that no person or group of persons on the basis of race, color, or national origin is subjected to discrimination in the level and quality of transportation services and benefits and that steps are taken to ensure that persons with Limited English Proficiency are provided these rights; and

**WHEREAS**, the City has prepared a plan which provides for the collection of data regarding persons most impacted by City projects; establishes a complaint process for those believed to be discriminated against under provisions of Title VI; ensures enhanced public outreach of Title VI provisions and procedures; ensures monitoring and compliance of Title VI requirements; and requires updates to the Title VI Plan every three (3) years;

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

**SECTION 1.** Authorize the adoption of the 2021 Title VI Plan (Exhibit "A"); and

**SECTION 2.** Direct the City Manager to implement the Title VI Plan.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of March, 2021.

CITY OF SAN FERNANDO, CA

\_\_\_\_\_  
Sylvia Ballin, Mayor

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8057 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1<sup>st</sup> day of March 2021, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

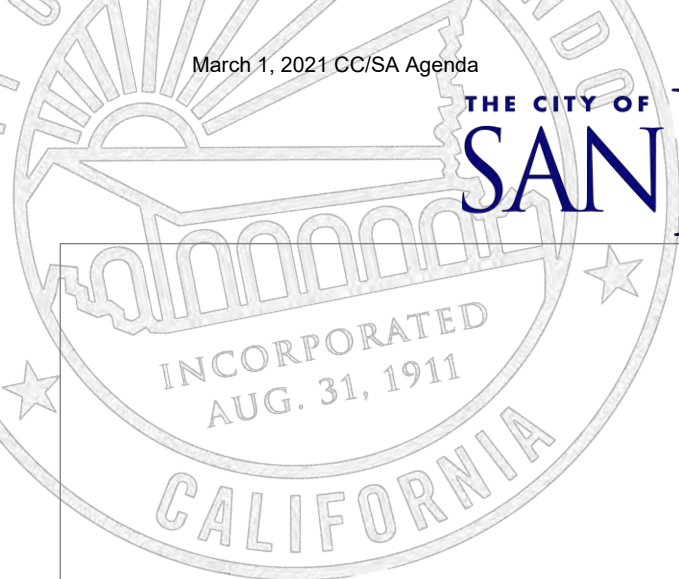
ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of March 2021.

---

Julia Fritz, City Clerk

THE CITY OF  
**SAN FERNANDO**



## **CITY OF SAN FERNANDO TITLE VI PLAN**

March 1, 2021

CITY OF SAN FERNANDO TITLE VI PLAN

---

## Table of Contents

Subrecipient Name: City of San Fernando.....	2
I. Policy Statement .....	2
II. Title VI Organization, Staffing, and Structure .....	3
III. Title VI Information Dissemination.....	7
IV. Title VI Certification and Assurance: Subrecipient, Contractors and Vendors Assurances.....	7
V. Record of Complaints, Lawsuits & Investigations.....	8
VI. Notice to the Public of Their Rights.....	8
VII. Title VI Complaint and Investigation Procedures (Internal Use) .....	9
Title VI Complaints and Investigations Process (Website).....	10
VIII. Limited English Proficiency (LEP) Plan.....	12
Four-Factor Analysis .....	12
Language Assistance Plan.....	19
IX. Inclusive Public Participation.....	22
X. Community Outreach .....	24
XI. Minority Representation on Planning and Advisory Bodies (Non-Elected) .....	26
XII. Transit Service Standards and Policies .....	27
Appendix A: Notice of Rights.....	30
Appendix B: Complaint and Investigation Process .....	31
Appendix C: Community Outreach Programs and Projects.....	34

CITY OF SAN FERNANDO TITLE VI PLAN

---

**Subrecipient Name: City of San Fernando**

**I. Policy Statement**

**TITLE VI POLICY STATEMENT**

It is the policy of the City of San Fernando to ensure compliance with Title VI of the Civil Rights Act of 1964, as amended; 42 USC 2000(d); related statutes and regulations to the end that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.

The City of San Fernando strictly forbids and will not tolerate actions that intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title VI, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy.

The Title VI Compliance Manager is the designated Title VI coordinator for the City of San Fernando. For questions, concerns, complaints, or requests for additional information regarding the City of San Fernando's Title VI policy contact:

City of San Fernando Title VI Division  
Mr. Kenneth Jones  
117 Macneil Street  
San Fernando, CA 91340  
Email: [kjones@sfcity.org](mailto:kjones@sfcity.org)  
Phone: 818-898-1200

(This document will be posted on the website in English and Spanish.)

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

**II. Title VI Organization, Staffing, and Structure****TITLE VI COMPLIANCE DIVISION****Title VI Organization/Staffing/Structure****Title VI Organization**

The Title VI Compliance function is positioned in the City of San Fernando's Title VI Compliance Division, reporting directly to the City Manager and interfaces collaboratively with Personnel, Community Development, Public Works, Recreation & Community Service, Administration, City Attorney, City Council and the Commissions partners and is located at 117 Macneil Street, San Fernando, CA 91340-2993.

The function is being created in response to a need to centralize and coordinate the organization's Title VI Civil Rights Program and create a skilled and experienced staff for greater effectiveness in preventing and addressing Title VI issues and responding to complaints. The function and staff are responsible for developing and implementing the City of San Fernando's Title VI non-discrimination program in accordance with established organizational policies, state and federal laws.

The mission of the Title VI Compliance Division is to advocate for and ensure Title VI civil rights by:

- Promoting and maintaining a qualified and diverse City, volunteer and contractor workforce that is representative of the public and communities served.
- Promoting equal access to transit and related programs, research and services.
- Promoting and maintaining equal opportunity for economically small and diverse and economically underinsured and underserved communities.

The Title VI Compliance Division is responsible for and required under Title VI to:

- Establish and sustain a formal program for communicating, monitoring and enforcement of non-discrimination.
- Staff the program adequately in order to provide technical support and consultation to the City's program areas.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

- Report the City's efforts and compliance with the law to the appropriate local, state and federal agencies, in accordance with Title VI requirements.

Under the direction and oversight of the Title VI Compliance Manager, the Division has specific responsibility and authority to:

- Serve as a resource in investigation of complaints.
- Collect and analyze statistical data related to complaints.
- Develop a program to conduct Title VI reviews of program areas.
- Conduct review of programs, grant applications and special emphasis areas, sub-recipients and state program directives.
- Monitor Title VI activities and reports to appropriate City officials and managers.
- Provide guidance, training and performance coaching on Title VI requirements, policies, procedures and practices.
- Develop and disseminate Title VI information, forms and required documents.
- Review and respond to local, state and federal program directives, as requested or required under Title VI.
- Establish policy, forms and procedures for reviewing and addressing public Title VI issues and complaints; disseminate to staff and the public, as required under Title VI.

**Key Title VI Program Staff**

- **Title VI Compliance Officer**

Serves as the delegated official responsible for essential Title VI public civil rights compliance and insures that the Title VI Compliance Division is properly staffed, trained and skilled to carry out their assigned essential duties and responsibilities necessary to provide the public with equal access and exceptional services that meet Federal laws, executive orders and regulations.

Also serves as the internal/external spokesperson for Title VI Programs and leads an annual review of new hire and refresher training development and presentations to ensure that all employees, professionals, non-employee and service providers, contractors, subcontractors and volunteers receive proper training and guidance on the City's policy and the law. Personally provides New Hire Orientations and Training, and

---

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

annually briefs the City Officials and Department Heads on the status of City system- wide training, development and compliance.

- **Title VI Compliance Manager**

The **Title VI Compliance Manager** is the City's primary contact on all matters pertaining to the Title VI and related Americans with Disabilities Act, Limited English Proficiency (LEP).

Pursuant to 23 CFR 200.9 (b) (1), the **Title VI Compliance Manager** has been delegated the responsibility for Title VI actions; oversees and directs the work of assigned staff and other dedicated or contracted resources performing Title VI training, investigations, audits, or assessments, to fulfill Title VI statutory and regulatory requirements.

Responsible for assuring full compliance with the provisions of Title VI and LEP and has system-wide authority to communicate and ensure that non-discrimination is required of all employees, non-employee medical staff, contractors and on-site service providers.

Prepares implementation plans, conducts annual assessments of pertinent City program areas, coordinates appropriate Title VI training and communication and makes recommendations to enhance compliance, investigates and/or assigns investigations and resolves Title VI complaints, and prepares all necessary and required reports.

- **Investigators and Analysts**

Skilled staff and contract investigators will be assigned to handle complaint investigations; conduct investigations in accordance with established City policy, procedures, guidance and forms; and document findings, conclusions and recommendations. They will document and submit reports to the Title VI Compliance Division for disposition, posting, record keeping and reporting.

- **Title VI Division Structure**

The Title VI Division reports directly to the City Manager. The duties of the Title VI coordinator will be performed by the Title VI Manager who has other responsibilities within the City. Once it has been determined that the volume of work exceeds this person's ability to effectively manage the Title VI duties, the City will re-evaluate staffing requirements.

CITY OF SAN FERNANDO TITLE VI PLAN

# City of San Fernando Organizational Chart w-Title VI Compliance Function



**CITY OF SAN FERNANDO TITLE VI PLAN**

---

**III. Title VI Information Dissemination**

Title VI information posters will be prominently and publicly displayed in the Administrative Offices of the City of San Fernando, 117 Macneil Street, San Fernando, CA 91340 and in City facilities with public access and revenue transit vehicle(s). The name of the Title VI Manager will be displayed on the poster as the primary contact and in key communications. Additional information relating to its nondiscrimination obligation and Title VI rights can be obtained from the City of San Fernando Title VI Compliance Division.

The City will ensure that transit riders, the public seeking City services, registrants in ongoing community outreach programs, and other members of the public are provided with information about their Title VI Rights through conspicuously posted notices at service desks, reception areas, information provided during registrations, notices on transit vehicles, and notices posted in facilities accessible to the public. A summary of The Title VI plan will be located on the City's website for review.

During New Employee Orientation and subsequent employee training, information relative to the provisions of Title VI, and the City of San Fernando's expectations to perform their duties accordingly will be reviewed and discussed. All employees shall be provided Title VI Compliance Training and will be required to sign the Acknowledgement of Receipt.

**IV. Title VI Certification and Assurance: Subrecipient, Contractors and Vendors Assurances**

The City, as a subrecipient of funding that originates from federal assistance, is subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended. The required certifications and assurances should be submitted to the primary recipient, Los Angeles Metro, on an annual basis. The last reporting period for the Annual Federal Transit Administration (FTA) Compliance Self-Certification was June 30, 2020. The City has signed and submitted this Self-Certification to Metro.

Consequently all subcontractors and vendors who receive payments from the City where funding originates from any federal assistance are subject to these same provisions. The City ensures that written contracts with subcontractors and vendors contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract. The City will ensure that specific required DBE assurance language at 49 CFR 26.13 (a) and (b) verbatim is in all financial agreements, contracts and subcontracts.

## CITY OF SAN FERNANDO TITLE VI PLAN

**Section 26.13 Assurances**

[Recipient] has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance: 26.13(a)

[Recipient] shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

[Note: This language is to be used verbatim, as it is stated in 26.13(a).]

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

[Note: This language is to be used verbatim, as it is stated in 26.13(b)]

**V. Record of Complaints, Lawsuits & Investigations**

The Title VI Compliance Manager is responsible for maintaining permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the City of San Fernando's Title VI Plan, training records, complaints, investigations and/ or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

There have been no Title VI lawsuits naming the City of San Fernando alleging discrimination on the basis of race, color, or national origin in the last three years and reporting period ending June 30, 2020.

**VI. Notice to the Public of Their Rights**

The City of San Fernando will ensure the public is aware of the City's adherence to Title VI of the Civil Rights Act of 1964 and the public's rights under this law by postings in public areas of the City's office(s), including the reception desks, public meeting rooms, enclosed recreational areas, public transit vehicles, stations and/or stops. Notification of the public's rights under Title VI as well as the complaint process and form are posted on the website in English and Spanish. Refer to the Appendix A.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

**VII. Title VI Complaint and Investigation Procedures (Internal Use)****Right to File a Complaint**

Any person who believes he/she or any specific class of persons has been subjected to discrimination prohibited by Title VI may, by himself/herself or by a representative, file a written complaint with the City of San Fernando Title VI Compliance Division, US Department of Transportation (USDOT), Federal Transit Authority (FTA), or any other Federal agency providing funds for any City program, projects or services no later than 180 days after the alleged act of discrimination.

**Complaint Acceptance Letter**

Once a Title VI complaint has been accepted for investigation, the City of San Fernando Title VI Compliance Division or receiving agency will notify complainant that an investigation of allegation(s) will be conducted, and when completed, the complainant and alleged offending person/organization will be notified of the decision and disposition.

**Investigations**

The City Title VI Compliance Division will assign, oversee, track and record a prompt investigation of the allegation(s) presented. The investigation will include, where appropriate, a review of the pertinent practices and policies of the City's Title VI Compliance Program, the circumstances under which the possible noncompliance occurred, interviews with all parties involved including witnesses, and other factors relevant to a determination as to whether the City has failed to comply with Title VI. In cases involving transit vehicles, the investigation will include a review of any audio or video recording devices.

**Letters of Finding or Resolution**

After the investigation has been completed, the Title VI Compliance Division will transmit to the complainant and the alleged individual or organization one of the following letters:

- a. A letter of resolution that explains the steps that the City has taken or guarantees to take to come into compliance with Title VI.
- b. A letter of finding issued when the alleged individual or organization is not found to be in noncompliance with Title VI. This letter will include an explanation of why the individual or organization was not found to be in noncompliance, and provide notification of the complainant's right to appeal. If applicable, the letter can include a list of procedural violations or concerns, which can put the alleged individual or organization on notice that certain practices are questionable and that without corrective steps, a future violation finding is possible.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

- c. A letter of finding issued when an individual or organization is found to be in noncompliance. This letter will include each violation referenced as to the applicable regulations, a brief description of proposed remedies, notice of the time limit on the conciliation process, the consequences of failure to achieve voluntary compliance, and an offer of assistance to the individual or organization in devising a remedial plan for compliance, if appropriate.

**Appeals Process**

The letter of finding and resolution will offer the complainant and the alleged offending City individual or organization the opportunity to provide additional information that would lead the Title VI Compliance Division to reconsider its conclusions. In general, the City's policy requires that the parties in the complaint provide this additional information within 60 days of the date the Letter of Finding was transmitted. After receiving and reviewing the information, the Title VI Compliance Division will respond either by issuing a revised letter of resolution or finding to the appealing party, or by informing the appealing party that the original letter of resolution or finding remains in force.

**Title VI Complaints and Investigations Process (Website)**

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of San Fernando (hereinafter referred to as "the City") may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be received within 180 days of the alleged incident and must be complete.

Once the complaint is received, the City will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The City has 90 days to investigate the complaint. If more information is needed to resolve the case, the City may contact the complainant. The complainant has 30 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, the City can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains how the situation will be addressed, and whether any disciplinary action, additional training of the employee, or other action will occur. If the complainant wishes to appeal the decision, she/he has 90 days after the date of the letter or the LOF to do so.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590. A copy of the Complaint Form can be found in the Appendix B.

(The Title VI Complaint Procedures will appear in English and Spanish on the City's website.)

**VIII. Limited English Proficiency (LEP) Plan**

Individuals, who have a limited ability to read, write, speak or understand English, are considered persons with Limited English Proficiency or "LEP". In Los Angeles County, according to the U.S. Census records, approximately one-quarter of the County's residents would describe themselves as being able to communicate in English less than "very well".

Section 601 of Title VI of the Civil Rights Act of 1964 states the following: "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

According to the U.S. Department of Transportation handbook, titled "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers, (April 14, 2007)" (hereinafter "Handbook"), Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (Handbook, page 5).

Executive Order 13166 of August 16, 2000 states that recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEP individuals (Handbook, page 6). Additionally, Title VI and its implementing regulations require that DOT recipients take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of their programs and activities for Limited English Proficient individuals and that recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits service information and other important portions of their programs and activities for individuals who are LEP (Handbook, page 6).

For many individuals, public transit is a vital service and a primary mode of transportation. Therefore, it is extremely important that the City of San Fernando is able to communicate effectively with all of its customers, both LEP and non-LEP. Effective communication with the public promotes safer, more reliable, convenient and accessible service for all. For these reasons, the City of San Fernando is committed to taking necessary steps to ensure meaningful access to LEP persons.

## CITY OF SAN FERNANDO TITLE VI PLAN

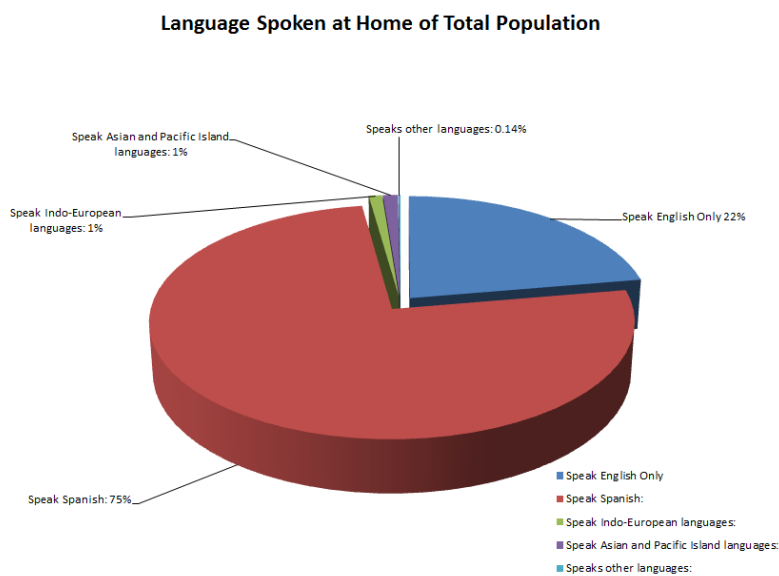
**Four-Factor Analysis**

This plan applied the four factor analysis to demonstrate the efforts the City of San Fernando will take to ensure that its programs and services are accessible to *all* persons. Based on empirical findings in the Four Factors Analysis, the report will document an implementation plan to enhance the City's language assistance for LEPs. Additionally, the City of San Fernando continues to welcome comments and suggestions that would further improve the implementation plan and/or ability to communicate more effectively with LEP residents.

***Factor 1: The Number or Proportion of LEP Persons Eligible to be Served or likely to be Encountered by the program or recipient***

**Census Data on the LEP Population**

The City of San Fernando serves residents speaking different languages in their homes. Of the 32,309 residents in the City of San Fernando, 22% speak only English in the home. The remaining 78% speak languages other than English. This is compiled from the U.S. Census Bureau's American Community Survey (ACS) which tracks race, family and relationships, income and benefits, health insurance, education, veteran status, disabilities and provides data related to English language proficiency. Categories within the English language proficiency survey include how well individuals indicate they speak English. The relevant information for the City of San Fernando follows:



Data Source: 2009-2013 ACS by CensusTracts of 91340 - B16004 Age By Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

**Analyze the Data Collected**

As indicated in the chart above, less than a quarter (22%) of the City of San Fernando's residents speak only English in the home. Thus, the majority of the population (78%) speaks a language other than English in the home. Of the LEP population identified from the Census data, Spanish is the dominant language (75%) both in current numbers, growth and, therefore, need.

## CITY OF SAN FERNANDO TITLE VI PLAN

Recognizing this, the City of San Fernando implemented outreach programs to better communicate with and represent the interests of the Spanish speaking residents in the community. In addition, the City recognizes the need to ensure that its printed materials, signage and service representatives are bilingual or have access to language interpretation resources.

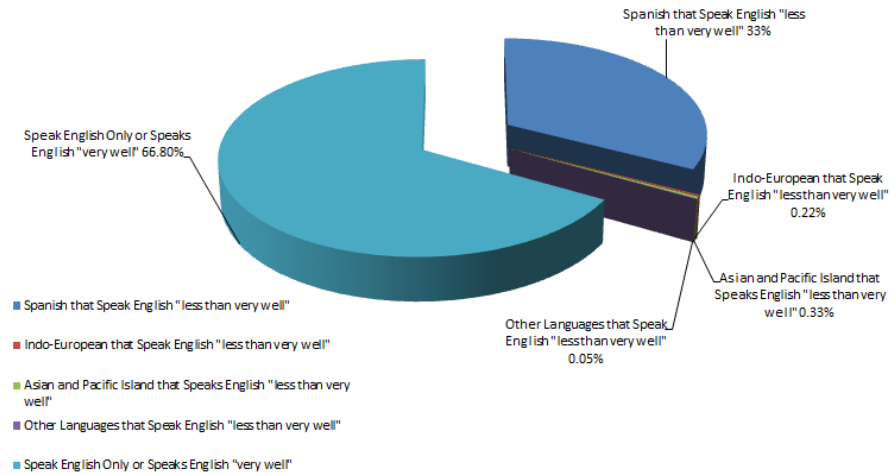
	5 to 17 years:	18 to 64 years:	66 years and over:	Total Population	% of Total Population	Language % of LEP
<b>Total Population</b>	7,461	21,921	2,927	<b>32,309</b>		10718
<b>Speak English Only</b>	2,254	4,139	838	<b>7,231</b>	22%	
<b>Speak Spanish:</b>	5,094	17,207	2,036	<b>24,337</b>	75%	
<b>Speak English "very well"</b>	4,232	9,165	419	<b>13,816</b>	43%	
Speak English "well"	749	3,037	355			
Speak English "not well"	104	3,383	631			
Speak English "not at all"	9	1,622	631			
<b>Spanish that Speak English "less than very well"</b>	<b>862</b>	<b>8,042</b>	<b>1,617</b>	<b>10,521</b>	33%	98%
<b>Speak Indo-European languages:</b>	13	322	0	335	1%	
<b>Speak English "very well"</b>	4	258	0	262	0.81%	
Speak English "well"	9	64	0			
Speak English "not well"	0	0	0			
Speak English "not at all"	0	0	0			
<b>Indo-European that Speak English "less than very well"</b>	<b>9</b>	<b>64</b>	<b>0</b>	<b>73</b>	0.22%	0.60%
<b>Speak Asian and Pacific Island languages:</b>	100	214	47	361	1%	
<b>Speak English "very well"</b>	91	126	37	254	0.78%	
Speak English "well"	0	88	0			
Speak English "not well"	9	0	0			
Speak English "not at all"	0	0	10			
<b>Asian and Pacific Island that Speaks English "less than very well"</b>	<b>9</b>	<b>88</b>	<b>10</b>	<b>107</b>	0.33%	0.99%
<b>Speaks other languages:</b>	0	39	6	45	0.14%	
<b>Speak English "very well"</b>	0	28	0	28	0.09%	
Speak English "well"	0	11	0			
Speak English "not well"	0	0	6			
Speak English "not at all"	0	0	0			
<b>Other Languages that Speak English "less than very well"</b>	<b>0</b>	<b>11</b>	<b>6</b>	<b>17</b>	0.05%	0.16%
Totals:						
Speak English Only or Speaks English "very well"				<b>21,591</b>	66.80%	
Speaks Other Languages and Speaks English "less than very well"				<b>10,718</b>	33.20%	
Total Population				<b>32,309</b>	100%	
Data Source: 2009-2013 ACS by Census Tracts of 91340 - B16004 Age By Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over						

As previously noted, the LEP population is determined by combining specific categories used by respondents in the American Community Survey (ACS). Using the LEP classifications of "very well", "well", and "not well" and "not at all", the number and percentage of LEP individuals can be determined. LEPs are classified as a combination of "well", "not well" and "not at all", also referred to as "less than very well".

As depicted in the table and graph above, 66.80% of the population identifies itself as speaking English only and speaking English "very well". The remaining 33.20 of the population report speaking English "less than very well". Thus, 10,718 residents represent the City of San Fernando's LEP population. Approximately 75% of the total population, or 98% of the LEP population, speaks Spanish, by far the largest non-English language spoken within the City of San Fernando.

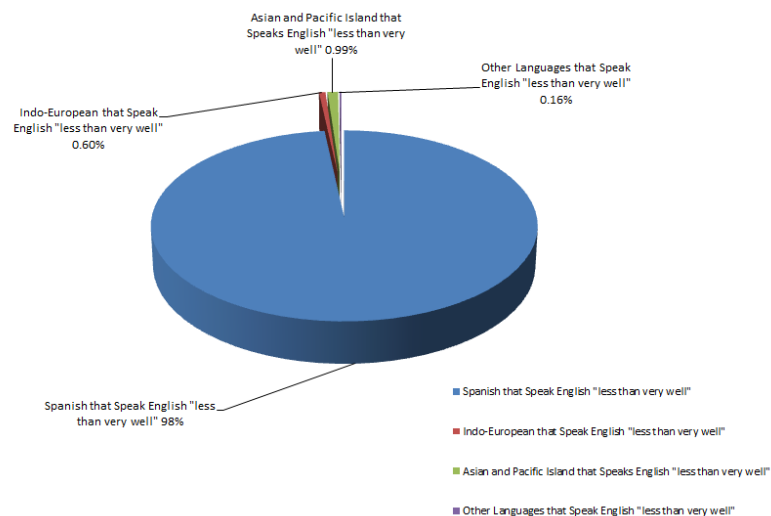
## CITY OF SAN FERNANDO TITLE VI PLAN

LEP Languages within the City of San Fernando

Concentration of LEP Persons within the Service Area

Upon further analysis of the 98% of LEP individuals (or 33% of total population), it is clear that residents that speak Spanish clearly dominate the number of LEP individuals. While the figure above shows a variety of LEP languages spoken in the City of San Fernando, the analysis shows Spanish as the most prominent of the City of San Fernando LEP populations.

LEP Population by Language Percentage



CITY OF SAN FERNANDO TITLE VI PLAN

---

*Factor 2: The frequency with which LEP persons come in contact with City programs, activities or services.*

Because of the City of San Fernando's diversity, the agency regularly encounters LEP persons during its daily operations. Accordingly, the City works to ensure that all individuals have access to vital information relating to programs and services provided by the City. Although the City has several programs to reach its population, it recognizes the need to increase publicizing its availability in Spanish and ensure vital documents are available in Spanish in hardcopy and on the website.

Below are examples of where some of the interactions may take place with LEP individuals:

- Recreation Department
- Community Development Department
- Personnel Department
- Public Works Department
- Police Department
- Finance Department
- City Manager's Office
- Customer Service
- City Council Meetings or Public hearings
- Website
- Trolley service operators, schedules, and brochures
- Staffed booths at community events
- Community surveys
- Community based organizations
- Way-finding and signage in public buildings and areas

The City of San Fernando serves LEP persons daily via many of the services listed above. The majority of our LEP persons are Spanish speakers. The City is adequately staffed with Spanish-speaking personnel and resources to assist LEP persons. For languages other than Spanish, the City has access to AT&T Language Line which is an interpreter service used by the Police Department for languages in addition to Spanish.

The San Fernando's two trolleys run daily using 28 stops to link the city's residential and commercial areas. The trolley operators are in contact with LEP persons regularly and if not Spanish speakers themselves, have access to language interpreters. Based upon input from the Transit Committee, public, and community representatives, new stops are added such as the Cesar E. Chavez Learning Academies, the Sam's Club/Home Depot Shopping Center, and the San Fernando Swap Meet, which serve many LEP citizens. Stop waits average 20-25 minutes.

Based on the trolleys' total rider-ship numbers for local routes, the highest rider-ship comes from the routes that serve the LEP population.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

***Factor 3: The nature and importance of our programs, activities, and services to the LEP population.***

As a public transit provider, the City of San Fernando is committed to addressing the on-going need to service our LEP population. Title VI notices are posted for LEP persons and the website has been updated (<https://ci.san-fernando.ca.us/getting-around/>) to add the Notice of Rights, Complaint Process, and Complaint Form. These notices will be translated into Spanish as well. The City provides operators and service staff with information on how to communicate with our LEP population.

The City of San Fernando regularly collaborates with community organizations and local groups to identify programs needed and to provide information on programs it offers the community. The San Fernando's Recreation and Community Services provides a critical opportunity to interact with LEP individuals who participate in the City of San Fernando's Community Services programs and activities. Many of the LEP persons are also provided trolley transit service from this location.

***Factor 4: The resources available to the City and costs associated with the outreach***

The City of San Fernando is in the process of expanding its outreach to provide more consistency in providing critical information about its programs and services to its Spanish-speaking LEP population. The City will monitor its increasing numbers of other language groups in the LEP community to determine if the documents provided in Spanish now and in the future warrants translation in other languages to meet the needs of other LEP persons as the population changes.

With a limited budget and constrained future resources, the City works hard to stretch a small budget to maximize services to its LEP population. We are committed to continuing our efforts to ensure vital documents enabling access to services and benefits are in both English and Spanish and, where feasible, included on our website.

We currently use verified competent bi-lingual employees across departments for interpretation and translation services to assist with individuals who need language assistance. Using these internal resources provides a cost-effective method of responding to the needs of our Spanish-speaking population. In addition, we have city-wide access to external services such as that used by our Police Department to assist with translation of vital documents and other materials, with the goal of creating consistency in the language used, as well as ensure there is a consistent voice and identity representative of the City.

**Conclusion**

The City of San Fernando has developed a number of services to ensure that those who rely on our programs and services are able to receive the critical information about the programs and services in a language that is best for them. We have bilingual service staff who are proficient in both English and Spanish, as well as other employees who are also fluent in the other languages representative of our LEP population. The ability of these in-house resources has

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

aided in providing cost-effective critical information to our LEP speaking population. As shown above in our analysis of the U.S. Census information, the City is able to provide its programs and services to the majority of its citizens with minimal additional effort. We have continued to focus on our growing Spanish LEP by incorporating documents in Spanish on the website such as the transit schedule, to publicize recreation and community development activities and other efforts to reach out to this specific segment of the population. We will continue efforts to ensure that LEP individuals are able to access all aspects of the City of San Fernando's programs and services.

***Providing Notice to LEP Persons***

Under the U.S. DOT LEP guidance based upon the four factor analysis indicating Spanish as the dominant LEP language, the City provides LEP language services and will notify LEP persons of these services that are available free of charge. To ensure understanding of the availability of these services, this notice will be provided in English and Spanish.

The City has incorporated several examples of notification provided in the guidance including:

- Signage when free language assistance is available with advance notice. This is particularly important with City Council meetings.
- Stating in outreach documents that language services are available from the agency. A notification of services is indicated in Spanish when full translation of the document is not available.
- Working with community-based organizations and other stakeholders to inform LEP individuals of recipient's services, including the availability of language assistance.
- Using automated telephone voice mail attendant or menu that can provide information about available language assistance services and how to get them. The telephone system has an option that Spanish speakers may use.
- Providing presentations and/or notices at schools and religious organizations.

The City of San Fernando is also providing a statement in public information and public notices that persons requiring language assistance or special accommodations will be provided language assistance with reasonable advance notice.

Although the City has limited financial resources, we understand the necessity to comply with Title VI requirements. While we currently provide some documents in Spanish with our goal to translate more of documents to ensure LEP persons are aware of the City's services and receive benefit from them. When this is not feasible, there will be a tagline in Spanish indicating who to contact for language assistance. We are updating our website to ensure vital documents are translated into Spanish as well such as what now exists for the transit schedule and routes. Our bi-lingual staff has always served as interpreters and translators when needed. These individuals not only receive compensation for this role but received additional training to ensure an understanding of this important role.

***Language Assistance Plan***

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

While the City of San Fernando utilizes existing internal resources and some external resources to provide access to individuals with limited English proficiency, it is not sufficient to meet the requirements under Title VI. As a result the City will take additional steps to provide its vital documents and programs/services printed materials and website information in both English and Spanish. Where appropriate, the City will place in the appropriate language information as to how language assistance may be requested. The City recognizes the need to increase the availability of information and resources to its majority LEP Spanish-speaking population and others as needed. For example, the public accessed telephone automated answering recording is in both English and Spanish. Further outreach will be conducted with the LEP population to determine additional needs to facilitate access to programs and services.

Based on current demographics and demand for language assistance, it has been determined that a more formal plan is necessary. The City currently provides meaningful access to LEP individuals in the following manner:

- Many of the City's employees are bi-lingual in Spanish. These employees receive bi-lingual supplemental pay and are located onsite with the additional responsibility of providing language assistance as needed.
- For all LEP individuals, limited English proficiency will be noted during the various points of service and in registration processes to ensure language support is available. When an onsite interpreter is not available, employees have phone access to bi-lingual employees and access to a language assistance service first used by the Police Department.

City employees regularly interact with LEP individuals throughout its day-to-day operations. Accordingly, the City will ensure that all individuals have access to vital information relating to programs and services provided by the City. Some examples of where some of the interactions may take place with LEP individuals include:

- Recreation Department
- Community Development Department
- Personnel Department
- Public Works Department
- Police and Fire Departments
- Finance Department
- City Manager's Office
- Way-finding and signage in public buildings and areas
- Clerk's office
- Public hearings
- Website
- Trolley service operators, schedules and brochures
- Staffed booths at community events
- Community surveys
- Community based organizations

The City will continue to maintain dialogue with these internal departments and

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

community groups to gain insights as to the services needed. In addition, the City will work to seek out additional community resources that might add to the enrichment of our understanding of the LEP population in our service area.

- Dial-A-Ride Service
- Trolley Transit Service
- Staffed booths at community events
- Transit Coach Operators come into contact with LEP individuals every day
- Website
- Schedules and brochures
- Community Surveys

With a limited budget and constrained future resources, the City of San Fernando works hard to stretch a small budget to maximize services for its LEP population. The City is committed to continuing the efforts to provide our most vital information in both English and Spanish on our website, in printed materials and information provided by our service representatives.

The City of San Fernando has developed a number of services to ensure that those who rely on our programs and services are able to receive the critical information about the programs and services in a language that is best for them. Since many of our employees are bilingual in English and Spanish, representative of our LEP population, the ability of these in-house resources has greatly helped in providing critical information to our LEP population at a manageable cost.

CITY OF SAN FERNANDO TITLE VI PLAN

---

*Outreach Techniques*

When staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers and agendas will be printed in an alternative language based on the known LEP population. Interpreters will also be available as needed.

*Monitoring and Updating the LEP Plan*

The City will update the LEP as required by the U.S. DOT. At minimum, the plan will be reviewed and updated every three years or when it is clear that higher concentrations of LEP individuals are present in the City service area.

Updates will include the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether local language assistance programs have been effective and sufficient to meet the need
- Determine whether the City's financial resources are sufficient to fund language assistance resources needed
- Determine whether the City has fully complied with the goals of this LEP plan
- Determine whether complaints have been received concerning failure to meet the needs of LEP individuals

*Dissemination of the LEP Plan*

Any person or agency may request a copy of the LEP Plan via telephone, fax, and mail or in person and shall be provided with a copy of the plan at no cost. LEP individuals may request copies of the plan in Spanish translation.

Questions or comments regarding the LEP Plan may be submitted to:

Kenneth Jones  
Title VI Compliance Division  
Telephone: (818) 898-1200  
Email: [kjones@sfcity.org](mailto:kjones@sfcity.org)

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

***Staff Training on LEP Requirements***

The Title VI Compliance Manager serves as the internal and external spokesperson for Title VI Programs. In conjunction with the Human Resources Director, the Compliance Manager will lead an annual review of new hire and refresher training to ensure that all employees, professionals, non-employee and service providers, contractors, subcontractors and volunteers receive proper training and guidance on the City's Title VI policy and the law. The Title VI Compliance Manager will personally provide training and will annually brief the City Officials and Department Heads on the status of Title VI training and compliance in all areas.

The following training will be provided to key City, volunteer, and contracted staff:

1. Information on the City's Title VI procedures and LEP responsibilities
2. Description of language assistance services offered to the public
3. Use of the Language Identification Flashcards (i.e. "I Speak")
4. Importance and process for documentation of language assistance requests
5. How to handle a potential Title VI/LEP complaint

An outline based upon FTA requirements will serve as guide to the training along with a PowerPoint presentation that will be a useful handout and guide.

***Monitoring Procedures for LEP Plan***

The City will monitor progress of the LEP Plan to determine if the outreach, language assistance, etc. is performing as expected. The Title VI Compliance Manager or his designee will facilitate this process annually. The monitoring process will include:

- Assessment of the number of LEP persons in the City's service area;
- Assessment of the current language needs of the public to determine whether additional interpreter services and/or translated materials are needed to communicate effectively with staff;
- Assessment of whether existing language assistance services are meeting the needs of individuals with LEP;
- Assessment of whether staff members understand LEP policies, procedures, how to access and carry them out;
- Assess whether language assistance resources and arrangements for those resources are current;
- Feedback from LEP communities, including customers, and community organizations about the effectiveness of the City's language access plan.

Any time prior to the annual assessment if information received indicates that adjustments in the outreach and/or language assistance provided requires action, the necessary steps will be taken.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

**IX. Inclusive Public Participation**

The City of San Fernando provides several community services and transportation options to its community.

To provide all citizens a right to voice their concerns or opinions, the City Council meets twice each month. Members of the public have the ability to review the agenda and participate in the meeting during the "Public Comments" section. The public has the rights to comment on any items on the agenda or non-agenda items, prior to any decisions or votes being made. The agenda and the minutes from the meetings are posted on the website.

The City of San Fernando provides reasonable accommodations in accordance with the American with Disabilities Act of 1990. If special accommodation is desired at a Council meeting, the public can call the City Clerk's office 48 working hours prior to the meeting to arrange the proper accommodations. Telecommunication devices for persons with hearing impairment are also available through the City. These meetings are wheelchair accessible. Information regarding reasonable accommodations is included in the City Council's agenda and website.

The City of San Fernando complies with 49 USC Chapter 53, Section 5307 regarding public hearings for significant changes in services or transit fares. In these hearings, the City provides Spanish interpreters and offers translation of materials in Spanish. Other languages and sign language are available upon advanced request.

The City of San Fernando communicates with community based organizations throughout the city and often attends meetings and events sponsored by these groups. These groups consist of cultural organizations, city partners, business associations and other organizations vested in the City service area. The City is able to create relevant conversations and dialogue between the City and specific community groups regarding their interests and needs.

***Monitoring Methodology***

The City of San Fernando continually monitors and considers the impact of various decisions as they may relate to its citizens. The City's ongoing monitoring includes both its general population and its transit customers.

Before final decisions are reached community input is welcomed at City Council meetings that are open to the public as well as an internal evaluation process by internal groups such as the Transportation and Safety Committee. The City's Transportation Committee is designated to evaluate proposed changes and analyze its impact before final decisions are reached.

The City has performance standards whereby programs and services not meeting these standards are subject to detailed analysis. Any resulting proposals for change involving a significant change in the delivery, level of service or number may be the subject of public hearings that coincide with the City Council meetings. Public input is solicited while proposals are under

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

consideration. Customers and the public are notified prior to the implementation of any major changes in any programs or services. Those requiring language assistance are requested to provide advance notice if an interpreter is needed; in addition, several of the Council members are bi-lingual in Spanish.

**X. Community Outreach**

Outreach efforts have been made by the City to engage minority and low-income populations. The City has made the following community outreach efforts to comply as an organization receiving federal financial assistance:

- The City will ensure that transit riders, nutritional service participants, and others served in specific programs will have access to a notice of their rights under Title VI during points of service, registrations and/or orientation.
- The adopted Title VI plan will be made available to the public, transit riders, and program participants upon request.
  - Copies of Plan will be available to public at: City Hall; Recreation and Community Centers; Police Department.
- Any questions or concerns may be forwarded to the Title VI Compliance Manager by any individual or employee. An in-person appointment may be made to discuss questions or concerns with the Title VI Compliance Manager.
- The Title VI Notice and complaint process is posted on the City's website.
  - Also posted at City Hall, Recreation and Community Centers, Police Department and in all transit related vehicles.
- Transportation issues will continue to be discussed and reviewed at City Council meetings. An internal committee is dedicated to analyzing transit issues.
- All City Council meetings are open to the public and follow the "Open Meetings Act" as amended.
- A satisfaction survey will be provided to transit riders and program participants on an annual basis.
  - Annual surveys will be conducted by City's Recreation and Community Services Department.
- As a subrecipient to Los Angeles Metro, the City is involved in coordinated committee meetings for public transportation.
- Customers' complaints will be forwarded to the Title VI Compliance Manager for review, investigation, resolution, and tracking.
- The City has available on-site Spanish speaking individuals who can assist with information relative to transportation or with other services complaints or concerns.

**Public Participation**

The City of San Fernando City Council meets on the first and third Monday of each month at 6:00 pm in the Council Chambers. In accordance with the Brown Act, the City of San Fernando posts board meeting agendas at least 72 hours before a regular meeting. The agenda specifies the

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

time and location and of the meeting and is posted at City Hall and on the City's website; these locations are freely accessible to members of the public. The City of San Fernando board meeting agendas include a general description of each item, and include back up information when necessary. Agendas also include a monthly financial update. Members of the public have the ability to review the agenda and participate in the meeting during the "Public Comments" section. The public has the right to comment on any agenda item or non-agenda item prior to any decision or vote being made. The City of San Fernando provides reasonable accommodations in accordance with the American with Disabilities Act of 1990. If special accommodation is desired at a board meeting, the public can call the San Fernando City Clerk's office 48 business hours prior to the meeting to arrange the proper accommodations. Telecommunication devices for any person with a hearing impairment are available through the City. Information regarding special arrangements is included in the City's board agenda. City board meetings are wheelchair accessible.

The City of San Fernando complies with 49 USC Chapter 53, Section 5307 regarding public hearings for significant changes in services or transit fares. In these hearings, the City will provide Spanish translation and offer interpreters for other languages, including sign language, upon advanced notice.

The City of San Fernando is in communication with community based organizations throughout the city and often attends meetings and events sponsored by these groups. These groups consist of cultural organizations, city partners, business associations and other organizations vested in the City's service area. In this arena we are able to create relevant conversations and dialogue between the City and specific community groups regarding their interests and needs. More detailed information about the City's public participation programs and policies can be found in the section on City of San Fernando Limited English Proficiency.

### *Monitoring Methodology*

The City of San Fernando continually monitors and considers the impact of various decisions as they may relate to its citizens. The City's ongoing monitoring includes both its general population and its transit customers.

The City has established specific performance standards with its contracted transit service provider, Parking Company of America (PCA), whereby programs and services not meeting these standards are subject to detailed analysis. Any proposals requesting significant change in the delivery, level of service or number of vehicles may be the subject of public hearings. Public input at Council meetings is solicited while proposals are under consideration. The public is notified prior to the implementation of any major change to any program or service.

### *Public Hearings*

As required by 49 USC Chapter 53, Section 5301, the City must establish a process for the solicitation and consideration of public comments prior to any changes in transit fares or reduction of services. The public, as the primary customer and beneficiary of the City's programs

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

and services, is provided the opportunity to review and provide input on issues presented at board meetings through the public hearing process.

Decisions regarding the City's transit services such as the establishment of new service, fare adjustments, major modifications of existing service, and/or suspension or abandonment of any transit route may include a formal process of review by the City, including a public hearing conducted by the City Council.

Public hearing notices (signs and brochures) describing the proposed actions, dates, times and locations of hearings are posted in various publicly accessible locations and on transit vehicles. Notices are published in major local and/or relevant neighborhood newspapers. Community organizations, public agencies and elected officials are notified by mail of significant changes. Language and/or sign language interpreters may be used during the hearing to meet the needs of the general public. Most members of the City Council are bilingual in Spanish and other staff attending is also available to serve as interpreters and translators if necessary. The City also stipulates that a 48-hour notice be given when interpreting service is needed.

In the past three years the City of San Fernando participated in beneficial community outreach programs and projects. The chart contained in Appendix C lists some of these activities.

**XI. Minority Representation on Planning and Advisory Bodies (Non-Elected)**

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The following table represents the non-elected planning and advisory bodies at the City of San Fernando that meet the requirements set forth in FTA C 4702.1B.

## CITY OF SAN FERNANDO TITLE VI PLAN

Body	Caucasian	Latino	African American	Asian American	Native American	Other
Senior Citizens Advisory Board- All White	100%					
Transportation and Safety Commission	20%	80%				
Disaster Council	100%					
Education Commission		100%				
Parks, Wellness, & Recreation Commission	40%	60%				
Planning and Preservation Commission		100%				

The City encourages public participation on committees and boards through several channels. Public announcements are made of formation of new committees and open positions via the website, City Council meetings, postings in high-traffic areas, and outreach events.

## XII. Transit Service Standards and Policies

### Service and Fare Changes

The City is committed to providing excellent service and continually strives to improve trolley service for the benefit of all its citizens. The City has two active trolleys serving the community. The current fare is 25 cents. Prior to changes in fares, the community is given an opportunity to provide input.

The Traffic and Safety Commission recommends ways and means for improving traffic conditions and enforcing transportation safety and regulations throughout the city. They meet the third Wednesday at 7 p.m. in the City Hall Council Chambers. The public is welcome.

### Service Monitoring

The City has contracted with Parking Company of America to provide transit-related services and conduct periodic compliance assessments to determine whether the service provided to minority communities and minority users is consistent with Title VI. The Trolley has established internal guidelines for ensuring compliance with Title VI as part of its on-going project management and contract administration efforts.

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

**Service Level Compliance**

Procedures for examining service levels as described in the FTA Title VI Guidelines involve comparing service standards and policies for the whole system rather than individual route performance designated as minority transit routes. Many of the City's LEP and minority citizens use the City's Transit Service on a regular basis; however, there are no defined minority transit routes. The standards shall be applied throughout the service.

**Vehicle Load**

The Transit Service vehicle load standard applies to the maximum number of passengers allowed on a service vehicle to ensure the safety and comfort of passengers. The load standard is a ratio of passengers to number of seats on the vehicle, and it varies by mode and time of day. The City's Transit Service passenger load is 25 passengers with 5 standing and should not exceed this capacity during any one-hour peak period on individual fixed routes. The City's Transit Service regularly monitors the system to ensure appropriate trip allocation.

**Vehicle Assignment**

Vehicle assignments refer to the process used to assign vehicles to routes throughout the Transit Service. The policies used for vehicle assignment are governed by operational characteristics and constraints. Both trolleys are identical and are not low-floor buses. They are equipped with air-conditioning and a chime pull system.

With only two trolleys, one heads north and the other south. Ultimately both vehicles travel north and south with forty minute headway. There are no other vehicles except a spare used as back-up.

The vehicles are 13 years old (2008). All routes are accessible to persons with disabilities. It is recommended that vehicles be replaced after 12 service years or 500,000 miles. Vehicle assignments to routes are due to route characteristics, and assignments are based upon these criteria:

- Passenger loading on lines
- Equalizing bus mileage
- Maintenance capabilities
- Bus spare percentages
- Route operating conditions

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

**On-time Performance**

The City has established an on-time performance goal of 85%. Actual on-time performance is currently at 97.5%.

**Vehicle Headway**

Vehicle headway is the time interval between vehicles on a route that allows passengers to gauge how long they will have to wait for the next vehicle. Similar to vehicle load, vehicle headway varies by mode and time of day. Vehicle headway is determined by ridership and available resources to operate service. The City has only two trolleys, headway is forty minutes.

**Distribution of Transit Services and Amenities**

Transit Service routes are designed and planned to add value and provide the greatest benefit to its ridership. The City strives to reduce barriers to use as well as maximize access and participation. The fare is 25 cents per ride.

**Bus Stops**

Fixed route bus stops are spaced to maximize passenger accessibility, convenience, and safety, while minimizing traffic interruptions. The average wait is 20-25 minutes. There are 28 active stops within the City's boundaries including shopping centers, schools, medical facilities, recreational areas, and the swap meet.

Hours of operation are 10 a.m. to 4 p.m. on weekdays and 11 a.m. to 4 p.m. on weekends. Trolleys do not run on the following holidays: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Trolley schedules are on the website in both English and Spanish.

**Bus Stop Signs**

Bus stop signs are installed at city-approved locations and maintained by the City on a regular basis. There are 28 active bus stops. Stops have at a minimum a pole with sign and a route map. Timetables are available from the website and the Public Works department.

**Other Transit Amenities**

Bus benches, trash cans, shelters, etc. are determined through project development and bus survey numbers which include the ability to safely operate transit vehicles, minimize impact to existing traffic movements, ADA items, passenger safety, accessibility, and convenience.

**Customer Service Survey/Poll**

Periodically the Transit Service will survey/poll customers through On-Board Surveys regarding service satisfaction and trip destination.

CITY OF SAN FERNANDO TITLE VI PLAN

---

**Appendix A: Notice of Rights****Notice of Public Rights under Title VI  
City of San Fernando**

The City of San Fernando operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been subjected to any unlawful discriminatory practice under Title VI may file a complaint with the City of San Fernando.

For more information on the City of San Fernando's Title VI program, and the procedures to file a complaint, contact Customer Service at (818) 898-1200, visit (<https://ci.san-fernando.ca.us/getting-around/>), or go to our office at 117 Macneil Street, San Fernando, CA 91340.

Complainants may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, contact (818) 898-1200.

Si se necesita información en otro idioma, póngase en contacto llamando al (818) 898-1200.

CITY OF SAN FERNANDO TITLE VI PLAN

---

**Appendix B: Complaint and Investigation Process****City of San Fernando Title VI Complaint Form**

Title VI of the 1964 Civil Rights Act and related nondiscrimination statutes and regulations require that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of San Fernando also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation.

In addition to utilizing the Civil Rights complaint process at the City of San Fernando, a Complainant may file a Title VI complaint concerning race, color or national origin discrimination with the Federal Transit Administration (FTA), Office of Civil Rights, Region IX, 201 Mission Street, Suite 1650, San Francisco, California 94105-1839. A Complainant may file an Americans with Disabilities Act (ADA) complaint with the FTA, Director, FTA Office of Civil Rights, East Building – 5<sup>th</sup> Floor, TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Complainants may also contact the FTA ADA Assistance Line, 1-888-446-4511 (Voice) or through the Federal Information Relay Service, 1-800-877-8339 or by electronic mail at [FTA.ADAAssistance@dot.gov](mailto:FTA.ADAAssistance@dot.gov). The FTA ADA Complaint form is available at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>.

The complaint must be filed no later than 180 calendar days following the alleged discriminatory incident. If you complete and submit your complaint on time the Title VI Compliance Division will investigate your allegations and get back to you as soon as possible with a response. The following information is necessary to assist us in processing your complaint. Should you require assistance in completing this form, please contact Kenneth Jones, Title VI Compliance Manager, (818) 898-1200.

Complete and return this form to:

The City of San Fernando  
Title VI Compliance Division  
117 Macneil Street  
San Fernando, CA 91340-2993

## CITY OF SAN FERNANDO TITLE VI PLAN

## City of San Fernando Civil Rights Complaint Form

1. Complainant's Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
4. Telephone Number (home): \_\_\_\_\_ (business): \_\_\_\_\_
5. Person discriminated against (if someone other than the Complainant):  
  
Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:  
  
a. Race ☐      b. Color ☐      c. National Origin ☐  
d. Sex ☐      e. Age ☐      f. Disability ☐  
g. Religion ☐      h. Medical Condition ☐      i. Marital Status ☐  
j. Sexual Orientation ☐
7. What date did the alleged discrimination take place? \_\_\_\_\_
8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

---

---

---

---

## CITY OF SAN FERNANDO TITLE VI PLAN

9. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? Yes: ☐ No: ☐

If yes, check each box that applies:

Federal agency ☐ Federal court ☐ State agency ☐  
State court ☐ Local agency ☐

10. Please provide information about a contact person at the agency/court where the complaint was filed.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

\_\_\_\_\_  
Complainant's Signature

\_\_\_\_\_  
Date

*Complete and return this form to:*

*City of San Fernando, Title VI Compliance Division, 117 Macneil Street, San Fernando, CA 91340-2993*

***City Title VI Compliance Division Use Only***

Date Received: \_\_\_\_\_ Received/Recorded by: \_\_\_\_\_

Date Assigned: \_\_\_\_\_ Assigned/Investigated by: \_\_\_\_\_

Date Closed : \_\_\_\_\_ Closed/Filed by: \_\_\_\_\_

Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CITY OF SAN FERNANDO TITLE VI PLAN

## Appendix C: Community Outreach Programs and Projects

In the past three years the City of San Fernando continued to participate in beneficial community outreach programs and projects. The chart below displays a partial list showing dates, title, description of programs, and estimate of attendees for the events.

Dates (past 3yrs)	Title	Description	Participation Estimate
11-Dec-18	Holiday Tree Lighting Celebration	This event is an opportunity for participants to celebrate and enjoy the holiday season with free entertainment, face painting, delicious treats and photos with Santa.	2018- 500
19-July-18	Homeless Connect Day	A collaboration between the County of LA, City of San Fernando, State of California as well as non-profit agencies, to provide the homeless information on housing, legal assistance, medical services, employment assistance, pet services, free haircuts, mental health and homeless veteran services.	2018- 200
2-Nov-19 27-Oct-18 28-Oct-17	Dia de los Muertos Healthy San Fernando 5K Relay	The Dia de los Muertos Healthy San Fernando 5K Relay is designed to bring awareness to the benefits of adopting healthy lifestyles to help prevent chronic diseases in the Northeast San Fernando Valley.	2019- 600 2018- 1,200 2017- 800
17-May-19 18-May-18 19-May-17	Senior Expo	The Senior Expo allows Seniors to take advantage of free health screenings and obtain valuable health information from over 30 agencies.	2019-300 2018-200 2017-300
13-April-19	Spring Jamboree	The Spring Jamboree is a family oriented event that provides games, arts & crafts, a drum circle, an egg hunt, as well as breakfast and photos with the bunny to participants.	2019-200

Other community interaction and involvement include:

- Parks Commission Meeting: 2-3 people each monthly meeting
- RCS Volunteer program: 190/year
- Surveys of seniors in meal program: 100/year.
- After school program: 350 kids/families/year
- Facility rentals: 6,200/year

**CITY OF SAN FERNANDO TITLE VI PLAN**

---

- Organizations that use the facilities: 50-100/year
- Basketball league: 350 kids/families/year
- Walking club: 5-10 people/week
- In collaboration with Los Angeles Regional Foodbank: 60 people/week

**Public Participation**

The City's inclusive public participation efforts varied from project to project. But city-wide, the following efforts were made to inform and encourage input of minorities and low-income persons in its planning process:

- Announcements and briefings to neighborhood councils, local business groups, non-governmental organizations, and churches
- Community meetings and workshops held in neighborhoods affected by transit-related projects
- "Take Ones" and Project "Fact Sheets" posted on transit vehicles
- Early project scoping meetings
- Quarterly progress status meetings
- Elected official constituent database mailings
- Transportation advocates and interest groups
- Flyers via mail and water bills regularly



*This Page  
Intentionally  
Left Blank*



# SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** March 1, 2021

**Subject:** A Public Hearing to Consider and Adopt a Resolution Establishing the Allocation of Community Development Block Grant Funds for Fiscal Year 2021-2022

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8060 (Attachment "A") approving the allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2021-2022; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission (LA CDC) for approval.

### BACKGROUND:

1. The City receives an annual allocation of federal Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the LA CDC. CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate-income residents of the community.
2. This will be the 47<sup>th</sup> year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for the upcoming fiscal year (FY 2021-2022) is referred to as "47<sup>th</sup> year" CDBG grant funds.
3. On February 1, 2021, the City Council discussed potential programs to fund for the FY 2021-2022 CDBG program and directed staff to move forward with the CDBG Ad Hoc Committee (Pacheco, Rodriguez) recommended programs.
4. The total amount available in the coming fiscal year, FY 2021-2022, is \$229,905.

**A Public Hearing to Consider and Adopt a Resolution Establishing the Allocation of Community Development Block Grant Funds for Fiscal Year 2021-2022**

Page 2 of 4

---

**ANALYSIS:**

Eligible Expenditures.

To be eligible for CDBG funding consideration, the City's proposed project(s) must meet one of the following two national program general objectives:

1. Benefit low and moderate income persons; and/or
2. Aid in the prevention neighborhood deterioration.

Projects submitted under the low and moderate income objective can be qualified by one of two methods. It can be located and primarily serve residents within the "eligible area-benefit zones" (Per Attachment "B", 3 of the City's 4 Census tracts are considered eligible area-benefit zones), or it can be approved as a "direct benefit" project. A direct benefit project is one directly serving only low and moderate income individuals, whose eligibility is determined by obtaining individual/household income and residency verification.

If the project is being submitted under the objective of aiding in the prevention of neighborhood deterioration, the LA CDC requires documentation substantiating deteriorated conditions in the proposed project area. In prior years, a location within an approved redevelopment project area qualified as a project under a presumed slum and blight determination. However, due to the age of many redevelopment plans, this presumed declaration is no longer employed by the CDC.

At least 85% of the yearly CDBG allocation must be used to benefit low and moderate income persons. A maximum of 15% of the current year allocation may be devoted to public service projects or programs. CDBG funding is no longer available to pay for the planning and administration as a separately funded program/activity. However, the City can recover planning and administration costs incurred within the administration and implementation of an approved CDBG funded program/project.

Procedure.

In order to receive federal CDBG funds through the LA CDC, the City must determine its intended allocations of available CDBG funds for the upcoming fiscal year, provide an opportunity for public input and comment on such proposed uses, and submit an adopted City Council Resolution or approved City Council meeting minutes to the LA CDC conveying the City's intended allocations. These intended uses are then reviewed by the LA CDC and approved if they are in conformance with federal CDBG eligibility requirements and LA CDC procedures.

The City utilizes the noticed public hearing process to accept public comments and input regarding the CDBG program and the proposed allocation of funds for the upcoming 47<sup>th</sup> program year. This Public Hearing has been noticed by posting in the City Hall bulletin board (see Attachment "C").

**A Public Hearing to Consider and Adopt a Resolution Establishing the Allocation of Community Development Block Grant Funds for Fiscal Year 2021-2022**

Page 3 of 4

---

Adoption of the attached Resolution (Attachment “A”) will document the City’s process and the City Council’s determinations on planned allocations of available CDBG funding for the upcoming 47<sup>th</sup> CDBG program year. Submittal of such an adopted resolution to the CDC prior to their deadline will assure timely review and approval by the LA CDC, and thus availability of these CDBG funds to the City at the start of the upcoming fiscal year in July 2021.

**Proposed CDBG Funds Allocations.**

Pursuant to City Council direction on February 1, 2021, the following programs are being recommended:

**Water/Sewer Utility Assistance Program** – Provide a Water/Sewer Utility Bill credit of up to \$500 per recipient for residents impacted by COVID-19 and provide financial counseling services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., rent/mortgage assistance, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.). This is considered a Public Service Project and is, therefore, capped at 20% of the total allocation. The recommended budget allocation is \$45,980.

**Business Grant Program** – Provide grants of up to \$5,000 per recipient to businesses impacted by COVID19 and provide financial counseling and/or technical assistance services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., lease assistance, technical assistance for loan applications, technical assistance for shifting business model to online and accept credit cards, etc.). This is not considered a Public Service Project, therefore, there is no cap. The recommended budget allocation is \$183,925.

To establish these new programs for funding using the City’s FY 2021-2022 CDBG allocation, the City Council will need to conduct a public hearing and provide a general description of the program. The details of the program, including utility credit/grant amounts, application process, and award of a contract with a firm that can provide counseling/technical assistance services, can be finalized after the program is established with the Los Angeles Community Development Authority. If the proposed programs are approved, staff recommends that the Ad Hoc Committee continue to work with staff to continue to refine the program requirements.

**BUDGET IMPACT:**

The allocation of \$229,905 in CDBG funds must be used to serve low- and moderate-income area of the community. If the proposed allocations are approved by City Council, they will be included in the FY 2021-2022 Adopted Budget.

**A Public Hearing to Consider and Adopt a Resolution Establishing the Allocation of Community Development Block Grant Funds for Fiscal Year 2021-2022**

Page 4 of 4

---

**CONCLUSION:**

Staff recommends that City Council adopt a Resolution approving the proposed FY 2021-2022 CDBG funded programs and direct staff to submit the necessary documents.

**ATTACHMENTS:**

- A. Resolution No. 8060
- B. Eligible Area-Benefit Zones Map
- C. Public Notice

**RESOLUTION NO. 8060**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, APPROVING PROJECTS FOR FORTY-SEVENTH PROGRAM  
YEAR (2021-2022) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

**WHEREAS**, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

**WHEREAS**, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the City of San Fernando has received notification of the estimated availability of \$229,905 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2021-2022; and

**WHEREAS**, project proposals have been requested for the programming of these funds; and

**WHEREAS**, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

**SECTION 1:** That the City of San Fernando desires to fund eligible Community Development Block Grant Projects with 47<sup>th</sup> Program Year Funds.

**SECTION 2:** That City staff is hereby directed to submit to Los Angeles County, through this document, the City's intent to approve and fund the listed project.

**SECTION 3:** That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 47<sup>th</sup> Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

**SECTION 4:** That the City Manager is directed and authorized to submit the City's final list of proposed updated projects for Fiscal Year 2021-2022 to the County of Los Angeles, reflecting the funding allocations set forth herein, as indicated in Exhibit "A". Should the City's final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 10% of the approved project allocations.

**SECTION 5:** That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2021-2022 as may be necessary.

**SECTION 6:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to the County of Los Angeles.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of March 2021.

CITY OF SAN FERNANDO, CA

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8060 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1<sup>st</sup> day of March, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of March, 2021.

---

Julia Fritz, City Clerk

**EXHIBIT “A”  
RES. NO. 8060**

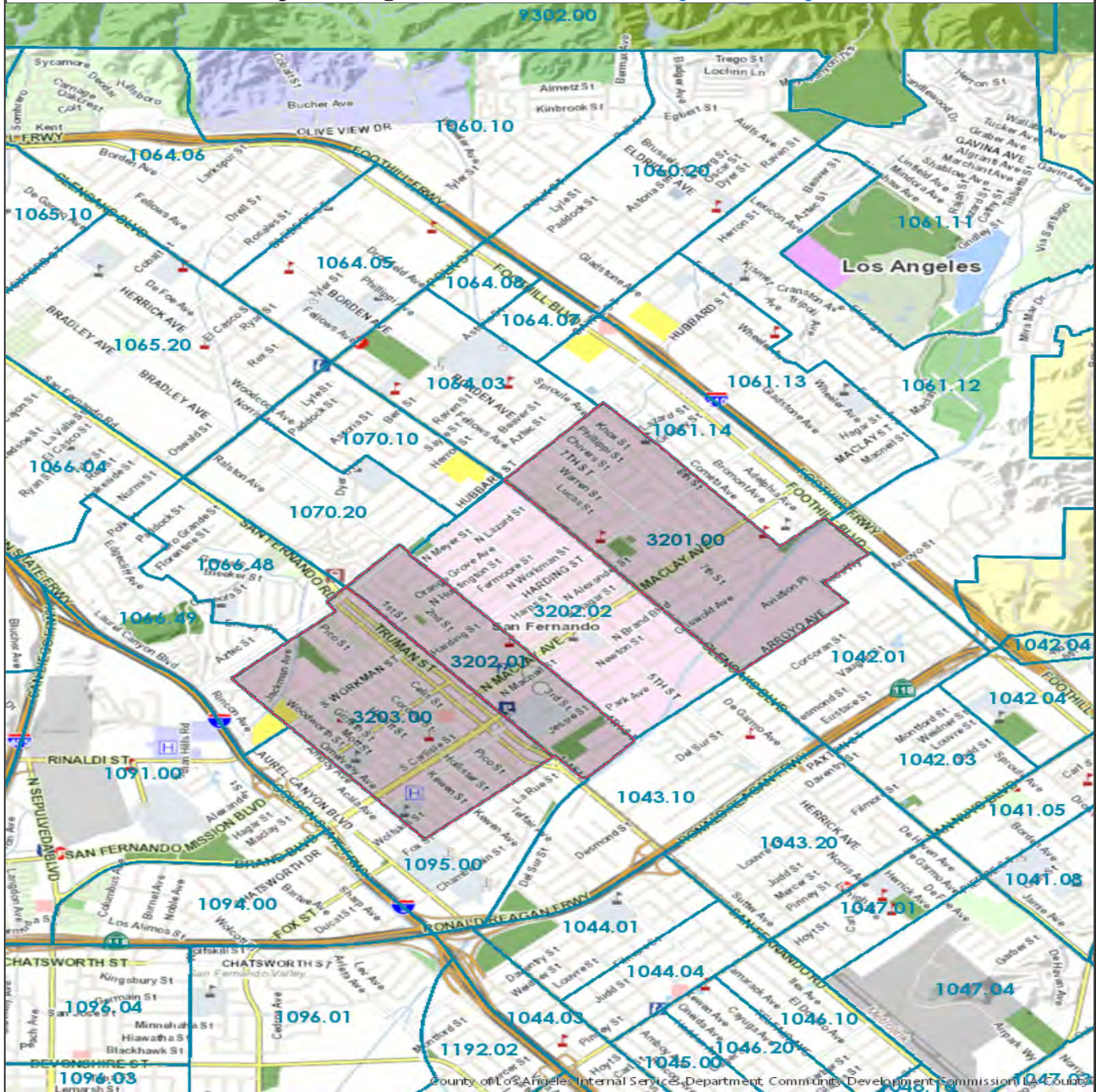
**CITY OF SAN FERNANDO  
FORTY-SEVENTH PROGRAM YEAR (FY 2021-2022)**

**COMMUNITY DEVELOPMENT BLOCK GRANT  
APPROVED PROJECTS- UPDATED**

<b>SUBMITTING ORGANIZATION</b>	<b>PROJECT TITLE</b>	<b>FY 2021-2022 CDBG Allocation</b>
<b>CITY OF SAN FERNANDO Community Development</b>	<b>Water/Sewer Utility Assistance Program</b>	<b>\$45,980</b>
<b>CITY OF SAN FERNANDO Community Development</b>	<b>Business Grant Program</b>	<b>\$183,925</b>
<b>TOTAL</b>		<b>\$229,905</b>



**Map showing Selected Area** [How do I print this report?](#)



2010 Census			City/Community		Low/Mod Data			Population	Political District
Remove	Tract	BG	Name	P	%	Persons	Universe	Total	Sup
<a href="#">Remove</a>	3201.00		San Fernando	P	58.81	4605	7830	7828	3
<a href="#">Remove</a>	3202.01		San Fernando	P	71.83	2665	3710	3712	3
<a href="#">Remove</a>	3203.00		San Fernando	P	71.57	4795	6700	6739	3
TOTAL					66.15	12065	18240	18279	



NOTICE OF PUBLIC HEARING

THE CITY COUNCIL OF  
THE CITY OF SAN FERNANDO

TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER N-29-20

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the City Council of the City of San Fernando to consider and approve funding for projects for the 47<sup>th</sup> Program Year (July 1, 2021 - June 30, 2022) Community Development Block Grant (CDBG) funding as part of the CDBG Consolidated Plan (Action Plan). If approved by the San Fernando City Council, the City will submit the request to use the City-allocated CDBG funds to the Los Angeles County Development Authority (LACDA).

**City of San Fernando**  
**2020-21 Projected CDBG Annual Funding Allocation: \$229,504**

**Proposed FY 2021-22 CDBG Projects**  
**Business Assistance Program: \$183,604**  
**Water Bill Assistance Program: \$45,900**

Anyone wishing to comment should submit written comments via email to the City Clerk at [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) by Monday, March 1, 2021. In addition, all interested parties wishing to watch the meeting live on-line via YouTube Live, <https://www.youtube.com/c/CityOfSanFernando>. Callers interested in providing a live public comment, may call Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 924965 to submit Public testimony regarding the proposed matter and will be heard by the City Council on:

**DATE:** Monday, March 1, 2021  
**TIME:** 6:00 P.M.  
**LOCATION:** (TELECONFERENCE - PER GOVERNOR’S EXECUTIVE ORDER N-29-20)

If you wish to challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to, the Public Hearing.

For further information on programs administered by the City of San Fernando, you may visit our website at: [www.sfcity.org](http://www.sfcity.org). You can also contact the **City Manager, Nick Kimball via phone at (818) 898-1202** or send written correspondence to the City Clerk at: City of San Fernando, 117 Macneil Street, San Fernando, CA 91340. For information on programs administered by LACDA, you can log on to [www.lacda.org](http://www.lacda.org).

Dated the 9<sup>th</sup> day of February 2021  
City of San Fernando

  
Julia Fritz, City Clerk

Posted: February 9, 2021  
City of San Fernando City Hall  
117 Macneil Street, San Fernando, CA 91340



*This Page  
Intentionally  
Left Blank*



# THE CITY OF SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** March 1, 2021

**Subject:** Presentation and Update Regarding COVID-19 Response Efforts

### **RECOMMENDATION:**

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

### **ANALYSIS:**

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and CARES Act and other potential stimulus funding.

### **Staff Updates.**

#### State of California COVID-19 Updates.

Staff will provide an update on the State of California's Blueprint for a Safer Economy plan (Attachment "A").

#### Los Angeles County Department of Public Health (LACDPH) Safer At Home Health Order.

Staff will provide an update on current Health Orders issued by the LACDPH and key COVID-19 related metrics (Attachment "B").

#### Health Order Enforcement.

Staff will provide an update on current enforcement efforts and request direction related to future enforcement, as appropriate.

**Presentation and Update Regarding COVID-19 Response Efforts**

Page 2 of 7

**City Facility Closures.**

Effective, February 22, 2021, City Hall has reopened to the public with modified hours (i.e., Monday, Wednesday and Thursday, 12 pm to 5:30 pm). All visitors to City Hall must adhere to the County of Los Angeles Department of Public Health guidelines for physical distancing and must wear a cloth face covering at all times to help slow the spread of COVID-19 in our community.

City staff will continue to be available to answer calls and respond to emails during City Hall closure days (i.e., Monday, Wednesday, and Thursday, 7:30 am to 12 pm; Tuesday, 7:30 am to 5:30 pm; and Friday, 8:00 am to 5:00 pm). For additional convenience, the public may use the Online Permit Counter, [SFCITY.ORG/Community-Development](https://SFCITY.ORG/Community-Development), to submit building permit applications, track progress, and schedule inspections online. Below is contact information for each City Department:

Planning & Zoning Permits; Building Permits & Inspections; Graffiti Removal; Yard Sale Permits	<a href="mailto:CommunityDevelopment@sfcity.org">CommunityDevelopment@sfcity.org</a> (818) 898-1227
Water & Sewer Utilities; Water Bills (use night Dropbox if paying by check)	<a href="mailto:Finance@sfcity.org">Finance@sfcity.org</a> (818) 898-1212
Tree & Street Services	<a href="mailto:PWDDispatch@sfcity.org">PWDDispatch@sfcity.org</a> (818) 898-1293
Right-of-Way Permits, Projects, & Inspections	<a href="mailto:PublicWorks@sfcity.org">PublicWorks@sfcity.org</a> (818) 898-1222
Police (non-emergency)	<a href="mailto:Police@sfcity.org">Police@sfcity.org</a> (818) 898-1267
Adult, Senior & Youth Programs	<a href="mailto:Recreation@sfcity.org">Recreation@sfcity.org</a> (818) 898-1290
City Manager	<a href="mailto:CityManager@sfcity.org">CityManager@sfcity.org</a> (818) 898-1202
City Clerk	<a href="mailto:CityClerk@sfcity.org">CityClerk@sfcity.org</a> (818) 898-1204
General Information	<a href="mailto:Info@sfcity.org">Info@sfcity.org</a> (818) 898-1200

Indoor recreational facilities remain closed to the public except when a heat advisory is issued or a Public Safety Power Shutoff (PSPS) notice is provided by Southern California Edison and the Las Palmas Park facility is open when activated as a cooling center or emergency shelter. Staff is following the County protocol for physical distancing and cleaning while the cooling centers are open.

**Presentation and Update Regarding COVID-19 Response Efforts**

Page 3 of 7

Outdoor Fitness classes, including Zumba and Total Body Conditioning, are tentatively scheduled to begin at Las Palmas Park in March 2021. Masks and physical distancing will be required and strictly enforced. Additional program information is available on the City's website: [SFCITY.ORG/SFRecreation/#Outdoor-Fitness](https://www.sfcity.org/SFRecreation/#Outdoor-Fitness)

**San Fernando Residential Food Program.**

The City Council allocated \$100,000 in CDBG/CARES Act (CDBG-CV) funding to create the San Fernando Residential Food Distribution Program to assist families impacted by COVID-19. The food distribution program provides a box of non-perishable food items and personal protective equipment (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee and tea, rice, baby food, and other non-perishable food items. Personal protective equipment (PPE) including masks, hand sanitizer, disinfectant solution, thermometers and shower curtains (to assist with creating a barrier to self isolate in small quarters) may also be provided. Staff included a folder of information identifying other COVID-19 resources and MEND staff attended to distribute important information to families receiving a food distribution

To date, four San Fernando Residential Food Distribution events have been held:

Round	Event Date	Location	Households Served
1	October 17, 2020	Recreation Park	116
2	November 21, 2020	Recreation Park	180
3	December 19, 2020	Las Palmas Park	123
4	February 20, 2021	Las Palmas Park	128

The next distribution date (Round 5) is scheduled for March 20, 2021. The application deadline for the March 20, 2021 distribution is March 2, 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Resident-Resources](https://www.sfcity.org/Coronavirus/#Resident-Resources).

**San Fernando Personal Protective Equipment (PPE) for Businesses Program.**

The City Council allocated \$25,000 in CDBG/CARES Act funding to create the San Fernando Personal Protective Equipment (PPE) for Businesses Program to assist businesses impacted by COVID-19. The program will provide a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable (KN95 and/or blue surgical-type) masks, disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

The first San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution was held on Monday, December 14, 2020. A total of 66 applicants were invited to pick-up their box of PPE items with approximately 55 of those businesses being served. The next distribution is tentatively scheduled for the early March 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Business-Resources](https://www.sfcity.org/Coronavirus/#Business-Resources).

## Presentation and Update Regarding COVID-19 Response Efforts

Page 4 of 7

---

### COVID-19 Testing.

The City of San Fernando, in partnership with the City of Los Angeles, Los Angeles Fire Department (LAFD), non-profit organization Community Organized Relief Effort (CORE), and Curative Lab, have established a walk-up COVID-19 testing and vaccination site at Recreation Park. The walk-up super site offers up to 3,000 COVID-19 tests each day and operates Monday through Saturday from 8:00 am - 4:00 pm. If San Fernando residents are not able to get an appointment for a COVID-19 test online, they may walk-up at San Fernando Park without an appointment and show their identification with a San Fernando address. They will be registered and given an appointment on-site by the worker.

Reservations are required for COVID-19 vaccinations and may be made through a link on the City's website: [SFCITY.ORG/Coronavirus/#COVID-19-Testing](https://SFCITY.ORG/Coronavirus/#COVID-19-Testing).

### COVID-19 Vaccine.

Phase 1A of the Distribution Phase began in mid-December 2020 and include staff who work in acute care hospitals, residents and staff at Skilled Nursing Facilities, and emergency medical technicians and paramedics. On January 19, 2021, LACDPH announced that individuals in Phase 1B, Tier 1 (ages 65 and older) were eligible to receive the vaccination. The current Phases are included as Attachment "C".

On February 22, 2021, LACDPH announced that additional sectors of Phase 1B, Tier 1 (Education and Childcare, Emergency Services and First Responders, and Food and Agriculture) would become eligible to be vaccinated in Los Angeles County, effective March 1, 2021 (Attachment "D"). Additionally, LACDPH has indicated that the State of California has changed its vaccine rollout strategy after completion of Phase 1B, Tier 1 and plans to transition to age-based eligibility, allowing California to scale up and down quickly, while ensuring vaccine goes to disproportionately impacted communities.

Los Angeles County residents in this high-priority age group have three options to register for an appointment to receive the COVID-19 vaccine:

- LACDPH Online portal: [VaccinateLACounty.com](https://VaccinateLACounty.com)
- Los Angeles Fire Department Online portal: [CarbonHealth.com/COVID-19-Vaccines](https://CarbonHealth.com/COVID-19-Vaccines)
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

This information is also available on the City's website: [SFCITY.ORG/Coronavirus/#COVID-19-Vaccine](https://SFCITY.ORG/Coronavirus/#COVID-19-Vaccine).

The City has also created a COVID-19 Vaccine Task Force comprised of staff from various City Departments to work with various community partners to advocate for vaccination options for local residents.

## Presentation and Update Regarding COVID-19 Response Efforts

Page 5 of 7

---

Recently, LACDPH has released data regarding COVID-19 Vaccine doses administered, by community. According to their data, as of February 19, 2021, 1,676,900 have been administered in Los Angeles County (471,162 second doses) and 1,959 San Fernando residents have received at least one dose of the COVID-19 Vaccine. For reference, according to the latest Census numbers (2019), approximately 2,675 of the City's residents are age 65+.

As usually happens during a crisis, misinformation is circulating about vaccines and scammers are at work trying to cheat people out of their money. The DPH has developed COVID-19 Vaccine Frequently Asked Questions (Attachment "E"), Myths about COVID-19 Vaccines (Attachment "F"), and COVID-19 Vaccine Scams (Attachment "G") informational brochures. Additional information relating to the COVID-19 vaccine may be found on the DPH website:

<http://publichealth.lacounty.gov/media/Coronavirus/vaccine/>.

### Public Medical Point of Dispensing (MPOD) Location.

Staff has executed a Memorandum of Understanding (MOU) with the County of Los Angeles Department of Public Health (DPH) designating the Recreation Park and Las Palmas Park facilities as eligible MPOD locations. Through the MOU, the City is eligible to partner with DPH to dispense life-saving Medical Counter Measures (MCM) to the public during a public health emergency. To qualify locations in the City as MPODs, facilities must meet certain County MPOD requirements, City staff must complete training exercises and the City must execute an MOU. The MPOD structure may be used to distribute a COVID-19 vaccination when it becomes widely available and would open to all eligible persons.

### Mental Health Resources.

The Los Angeles County Department of Mental Health (DMH) supports the wellbeing of County residents and communities as news and updates about COVID-19 may trigger anxiety, panic, frustration and depression—even when your risk of getting sick is low. During an infectious disease outbreak, DMH urges residents to take the time to care for your own physical and mental health, and to reach out to others in kindness and compassion.

DMH has published a variety of resources that may be accessed via their website:

<https://dmh.lacounty.gov/covid-19-information/>

The webpage includes:

- The phone number to LACDMH's 24/7 Help Line;
- Published materials on coping with stress, staying connected, coping with loss, and other COVID-19 topics;
- Free Headspace Plus subscription; and
- Additional resources, including for community and peer support; for families, parents and children; for healthcare providers, and more.

**Presentation and Update Regarding COVID-19 Response Efforts**

Page 6 of 7

**BUDGET IMPACT:**Coronavirus Relief Funds.

The overall total that the City of San Fernando received from the Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California through the first CARES Act was \$311,234. Given how much staff time was needed to provide continuity of service to the residents, including increased public safety, Health Officer Order enforcement, cleaning and maintenance at City parks and facilities, and creation/distribution of information, as well as the need for PPE at the inception of the pandemic, City Council approved using the funds to reimburse the City of the following COVID response related expenses:

City COVID-19 Response Expenses	
Personnel Costs	\$250,000
Department Supplies	\$61,234
Total Costs	\$311,234

The City's Finance Department has tracked and continues to monitor these expenses. The total year to day (March – January 2021) expenses for labor are \$313,147 (inclusive of the most recent payroll) and \$158,775 for supplies (as of the most recent accounts payable run) totaling \$471,922.

The City also received additional one-time federal Community Development Block Grant – Coronavirus (CDBG-V) funding in the amount of \$136,373. Per Council direction, \$100,000 was allocated for the Residential Food Distribution program; \$25,000 was allocated for Small Business PPE; \$11,373 was allocated for administrative services through our consultant, Michael Baker International. Staff anticipates holding a few more distribution events to spend the remainder of the funds.

On February 1, 2021, City Council approved a number of COVID Relief Programs for Residents and Businesses. Each program has an estimated cost, which is identified in the table below. In most cases, the estimated “cost” is a loss in revenue generated from each respective program.

COVID Relief Program	Est. Cost to General Fund	Est. Cost to Other Funds
Waive Business License Processing Fees	\$68,000	-
Interest Free Payment Plan for Business License	-	-
Business License Delinquent Fee Amnesty Program	-	-
Mall Maintenance Assessment Waiver	\$85,000	-
Parking Maintenance Assessment Waiver	\$50,000	-
Non-Construction Permit Fee Waiver	\$4,500	-
Interest Free Payment Plan for Water/Sewer Utility Bills	-	-

**Presentation and Update Regarding COVID-19 Response Efforts**

Page 7 of 7

---

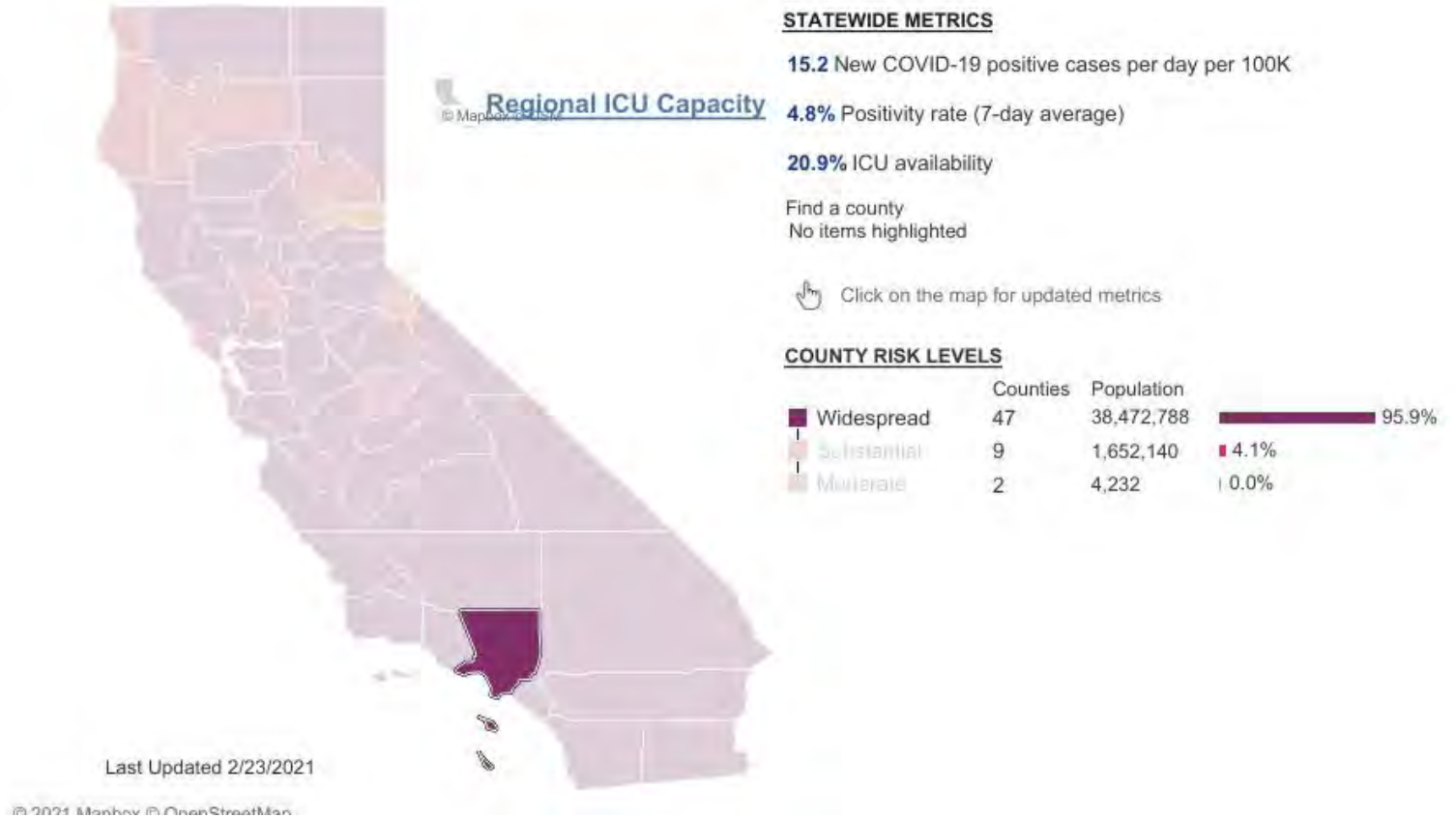
<b>COVID Relief Program</b>	<b>Est. Cost to General Fund</b>	<b>Est. Cost to Other Funds</b>
Parking Ticket Reduction Program	\$150,000	-
Local Transit Support: Waive Mission City Transit Fares	-	\$15,000
<b>Total</b>	<b>\$357,500</b>	<b>\$15,000</b>

**ATTACHMENTS:**

- A. California Blueprint for a Safer Economy
- B. City of San Fernando and LA County Daily COVID-19 Data – as of February 24, 2021
- C. COVID-19 Vaccine Distribution Phases
- D. COVID-19 Vaccine Distribution Additional Sectors of Phase 1B, Tier 1
- E. COVID-19 Vaccine Frequently Asked Questions
- F. Myths about COVID-19 Vaccines
- G. COVID-19 Vaccine Scams

As of 2/23/21

## CALIFORNIA BLUEPRINT FOR A SAFER ECONOMY



County risk level	Adjusted case rate* 7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed.	Positivity rate** 7-day average of all COVID-19 tests performed that are positive.	
		Entire county	Healthy equity quartile
<b>WIDESPREAD</b>  Many non-essential indoor business operations are closed	<b>More than 7.0</b> Daily new cases (per 100k)	<b>More than 8.0%</b> Positive tests	
<b>SUBSTANTIAL</b>  Some non-essential indoor business operations are closed	<b>4.0 – 7.0</b> Daily new cases (per 100k)	<b>5.0 – 8.0%</b> Positive tests	<b>5.3 – 8.0%</b> Positive tests
<b>MODERATE</b>  Some indoor business operations are open with modifications	<b>1.0 – 3.9</b> Daily new cases (per 100k)	<b>2.0 – 4.9%</b> Positive tests	<b>2.2 – 5.2%</b> Positive tests
<b>MINIMAL</b>  Most indoor business operations are open with modifications	<b>Less than 1.0</b> Daily new cases (per 100k)	<b>Less than 2.0%</b> Positive tests	<b>Less than 2.2%</b> Positive tests

\*Small counties (those with a population less than 106,000) may be subject to alternate case assessment measures for purposes of tier assignment.

\*\*Health equity metric is not applied for small counties. The health equity metric is used to move to a less restrictive tier.

## City of San Fernando Daily COVID-19 Data

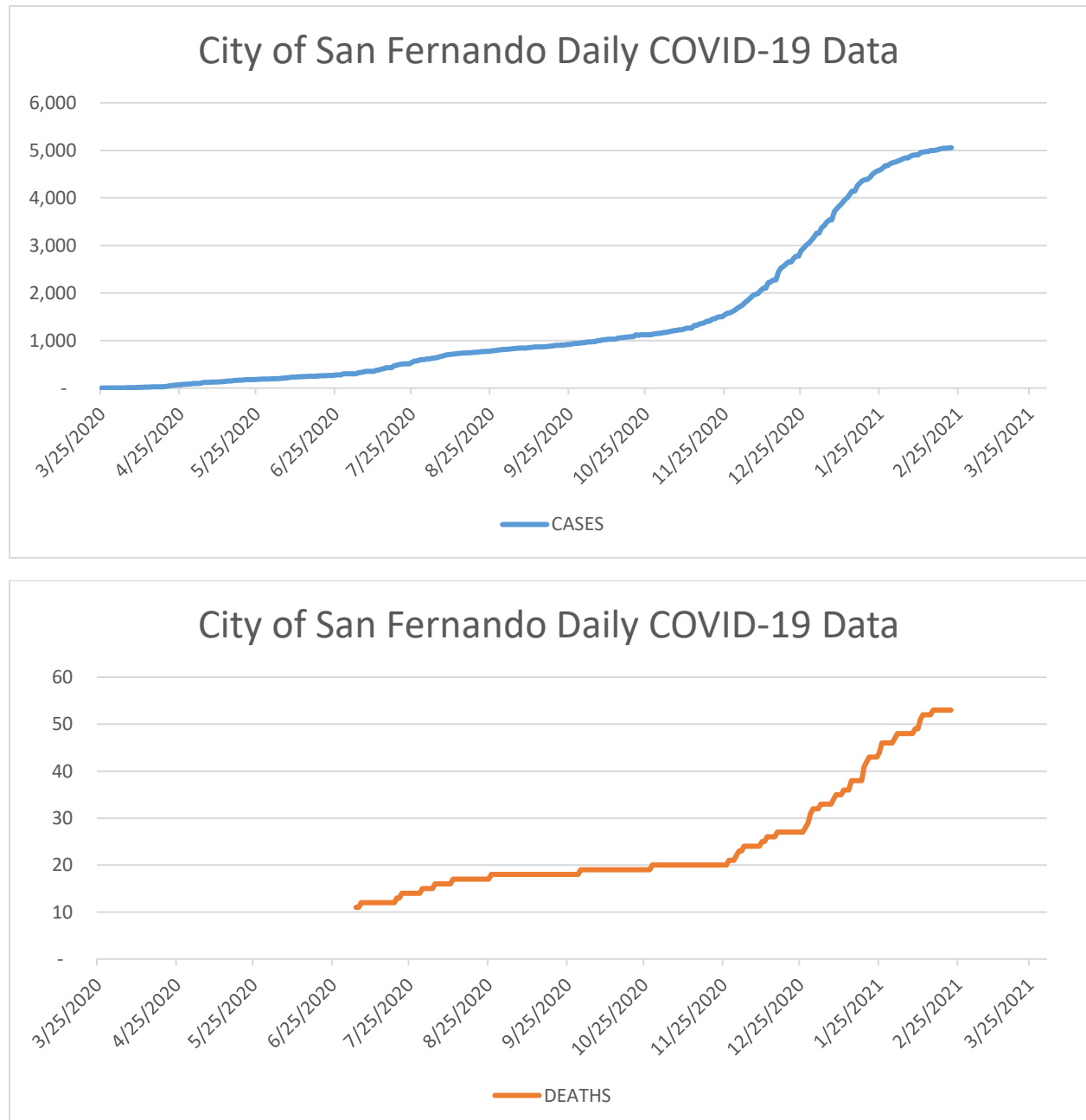
**SOURCE:**

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; statistics captured daily.

**Graph 1: Daily COVID-19 Cases and Deaths in the City of San Fernando**

**Total Cases (as of February 23, 2021): 5,056**

**Total Deaths (as of February 23, 2021): 53**



## Los Angeles County Daily COVID-19 Data

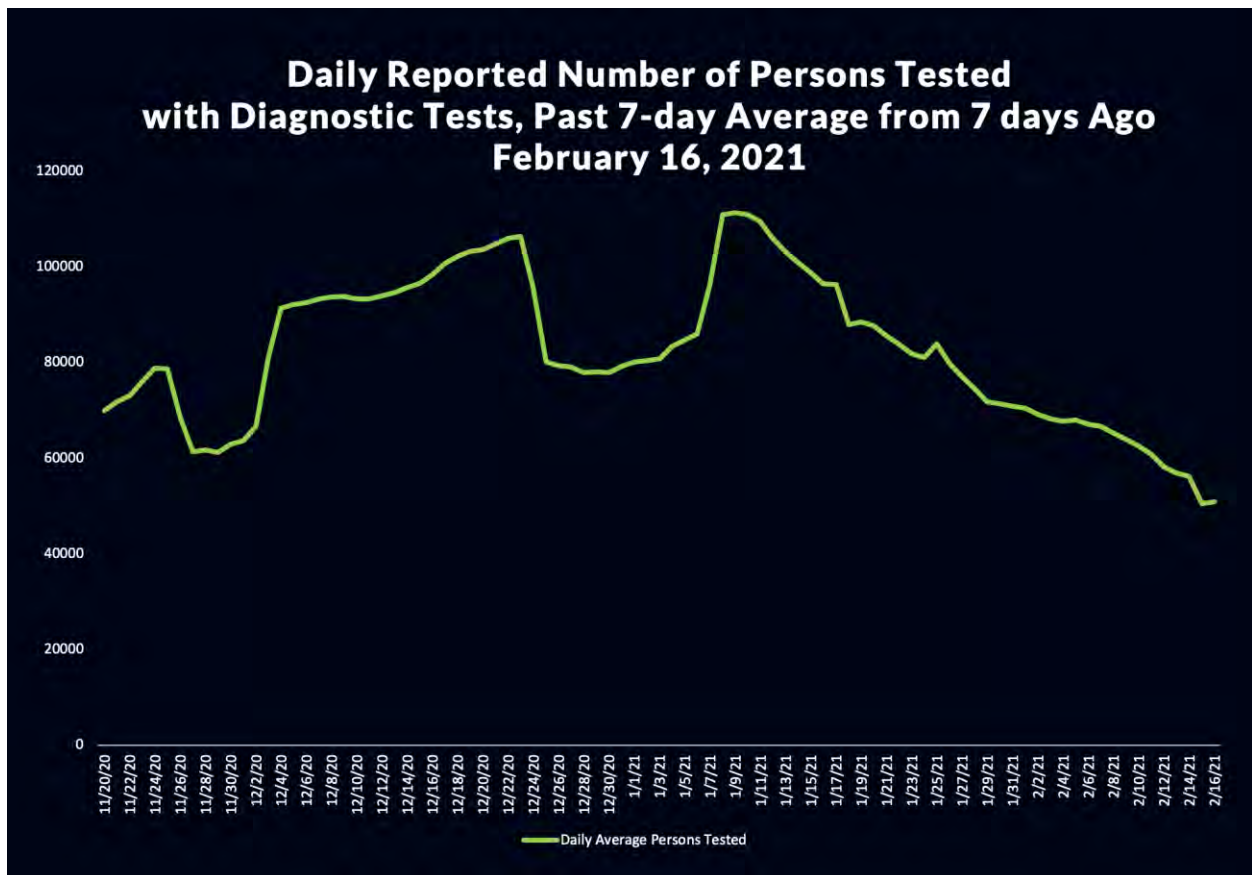
**SOURCE:**

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 2/24/20 @ 11am.

**Graph 1: Daily Reported Persons Tested for COVID-19**

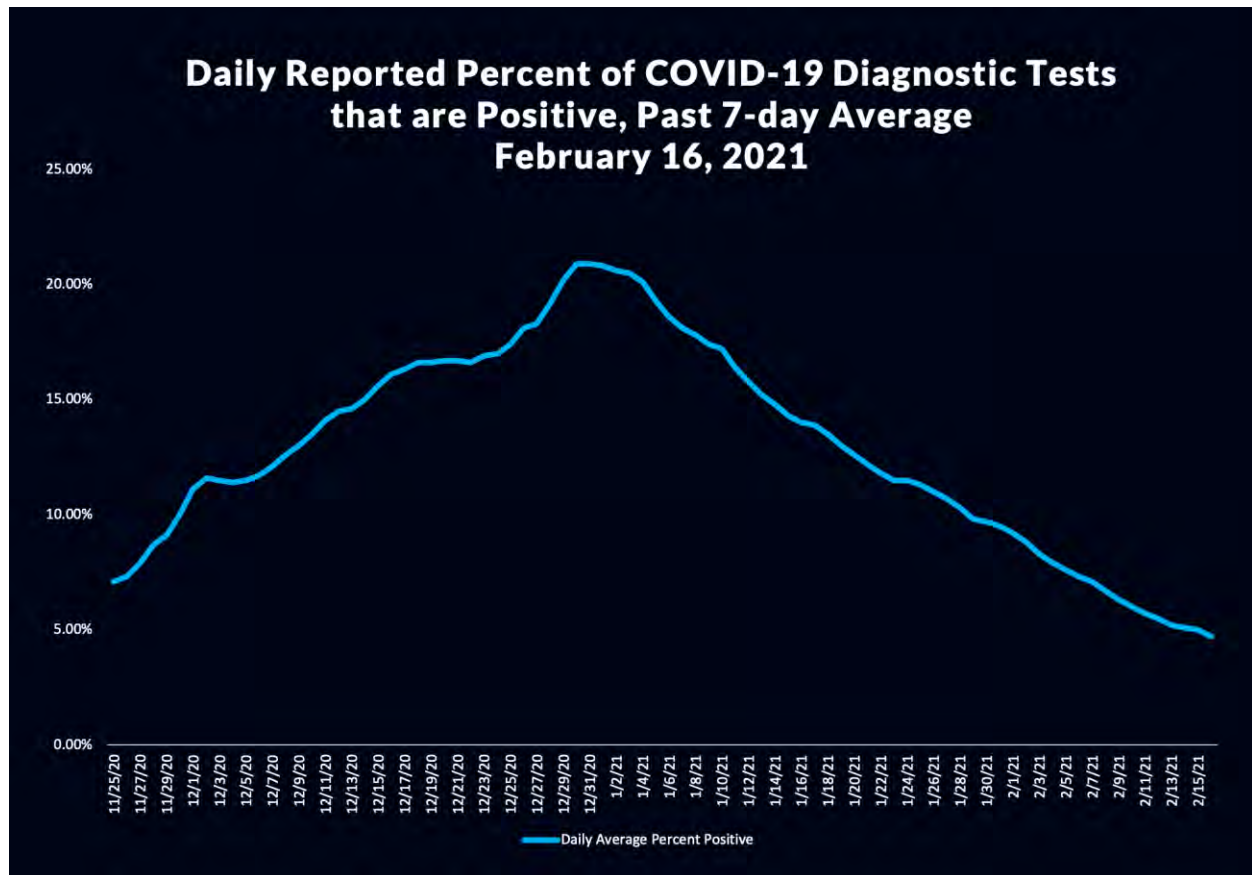
**7-Day Daily Average: 50,823**

**Total Number of People Tested: 5,778,388**



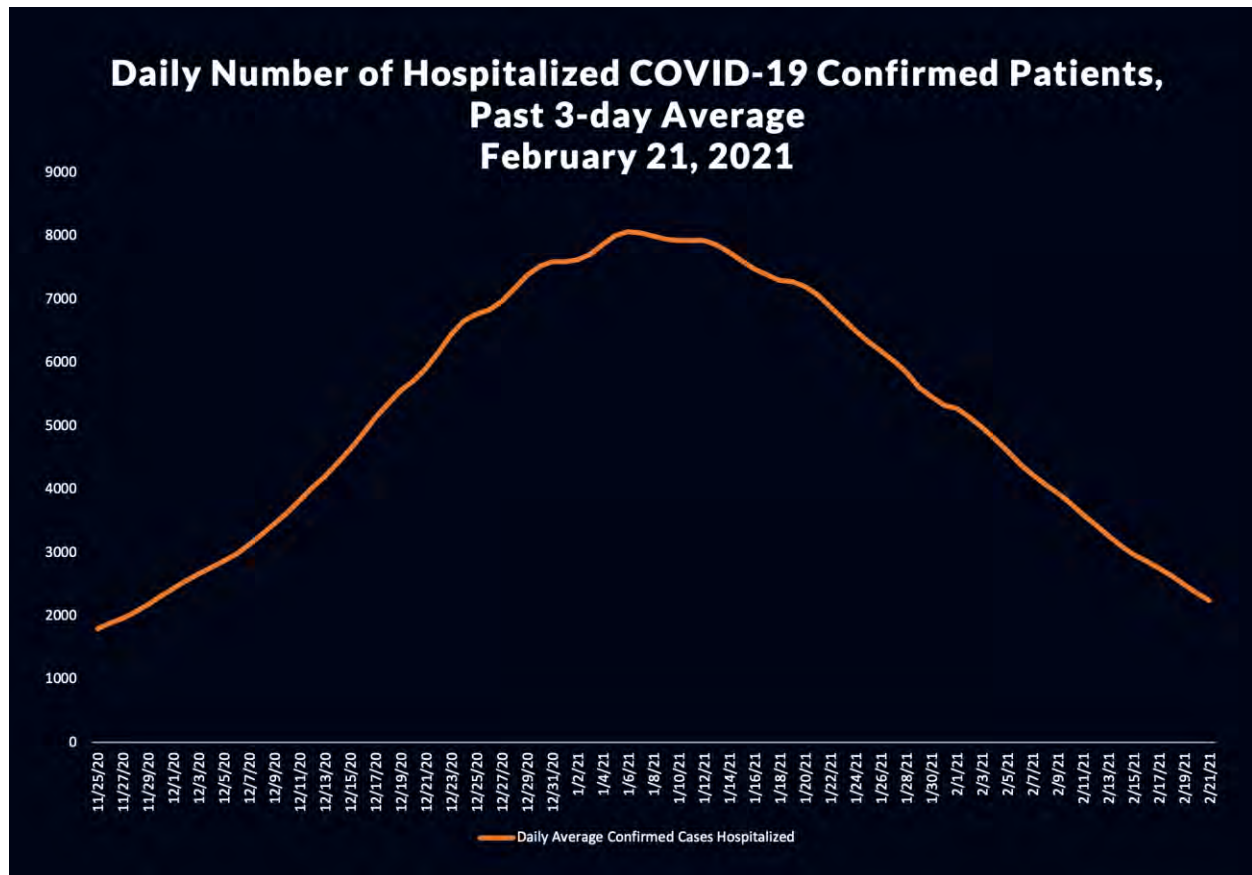
**Graph 2: Daily Reported Percent Positive for COVID-19**

**7-Day Daily Average: 4.7%**



**Graph 3: Daily Number of COVID-19 Hospitalizeds**

**Current Hospitalizations (2/23/21): 2,146**



# COVID-19 VACCINE DISTRIBUTION PHASES ATTACHMENT "C"

## Phase 1A (Tier 1)

- Health Care Workers at Acute Care Hospitals, Psychiatric and Correctional Facility Hospitals
- Skilled Nursing Facility Health Care Workers and Residents
- EMTs and Paramedics
- Other Long-Term Care Facility Health Care Workers and Residents
- Special Needs Group Living Health Care Staff
- Dialysis and Infusion Centers

## Phase 1A (Tier 2)

- Health Care Workers in:
  - Residential Substance Abuse Disorder Facilities
  - Immediate Care Facilities
  - Home Health Care Service
  - Primary Care Clinics
  - Urgent Care Clinics
- Public Health Field Staff
- Field-Based Community Health Workers Doing Work with High Risk of Exposure
- Regional Centers

## Phase 1A (Tier 3)

- Health Care Personnel in Specialty Clinics
- Laboratory Workers
- Dental and Other Oral Health Clinic Health Care Workers
- Pharmacy Staff Not Working in Settings at Higher Tiers
- COVID-19 Testing Staff

# COVID-19 VACCINE DISTRIBUTION PHASES

## Phase 1B\*

- Persons 75 years and older
- Frontline Essential Workers:
  - First Responders (Firefighters, Police)
  - Education (Teachers, Support Staff, Daycare)
  - Food & Agriculture
  - Manufacturing
  - Corrections Workers
  - U.S. Postal Service Workers
  - Public Transit Workers
  - Grocery Store Workers

## Phase 1C\*

- Persons 65-74 years old
- Persons 16-64 years old with High-Risk medical conditions
- Other Essential Workers:
  - Transportation and logistics
  - Food Service
  - Shelter & Housing (construction)
  - Finance (e.g., bank tellers)
  - IT & Communication
  - Energy
  - Media
  - Legal
  - Public Safety (Engineers)
  - Water & Wastewater

## Phase 2\*\*

- Persons 16-64 Years Old without High-Risk Medical Conditions

\*These are based on preliminary guidance from the CDC ACIP Interim Recommendations for Allocation of COVID-19 Vaccine and may be modified by the State.

\*\*Proposed population to be decided later by the ACIP.

## COVID-19 VACCINE PHASE 1B, TIER 1 ADDITIONAL SECTORS ELIGIBLE 3/1/21

### Education & Childcare

Teachers (K-12, Preschool)	209,711
Support staff (K-12, Preschool)	312,954
Childcare	20,441
Independent Schools	22,908
Junior Colleges	26,200
Colleges & Universities	98,944
<b>TOTAL IN THIS SECTOR</b>	<b>691,158</b>

- Schools creating PODs for their workforce
- Partnering with outside organizations to create closed PODs
- Independent/parochial schools partnering with their school districts or will have appointments at county PODs

### Emergency Services & First Responders

Police/law enforcement officers	45,934
Emergency Management, Search and Rescue, Emergency and public safety communication centers, EOCs	25,885
National Security	2,861
Maritime and Aviation Response (TSA)	1,402
Corrections officers and workers	4,746
Courts/Legal Counsel & Prosecution	7,570
Campus and school police	TBD
Rehabilitation and Re-entry	1,923
Federal law enforcement agencies	2,800
Police, Fire and Ambulance Dispatchers	2,949
Security staff to maintain building access control and physical security measures	40,713
DCFS, APS (workers physically responding to abuse and neglect of children, elderly and dependent adults)	9,000
<b>TOTAL IN THIS SECTOR</b>	<b>145,783</b>

#### Partnering with:

- Fire Departments
- Police Departments
- DPH
- DHS
- Local Hospitals

## Food & Agriculture

Food service workers	273,600
Food manufacturing	37,900
Grocery store workers	82,692
Grocery store workers (without pharmacies)	65,706
Animal agriculture workers including those involved in Vet health	2,911
Veterinarians	8,190
Food and Agriculture-associated Port and transportation workers	TBD
TOTAL IN THIS SECTOR	470,999

"One size fits all approach" is inadequate.

Coordination with trusted sources:

- Unions
- Leaders in the workplace
- Community leaders
- Community-based organizations



# COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

The vaccine information below was updated on 2/18/21 to give information on COVID-19 vaccines made by Moderna and Pfizer only.

## 1. Why is vaccination important?

Vaccination is a safe and effective way to prevent disease. Vaccines save millions of lives each year. When we get vaccinated, we aren't just protecting ourselves, but also those around us.

## 2. How do vaccines work?

Vaccines work by preparing the body's immune system to recognize and fight off germs. They reduce your risk of getting a disease by working with your body's natural defenses to build protection.

- Some vaccines contain dead or weakened versions of the germ.
- Others contain substances made to look like part of the germ.
- New mRNA vaccines (like the COVID-19 vaccines) teach the body to make proteins that look like part of the germ. (See the question "How do the COVID-19 vaccines work?" for more information).
- These types of vaccines do not cause the disease they are meant to prevent.

When you get a vaccine, your immune system responds. It:

- Makes antibodies. These are proteins produced naturally by the immune system to fight disease.
- Prepares your immune cells to respond to future infection.
- Remembers the disease and how to fight it. If you are exposed to the germ after getting the vaccine, your immune system can quickly destroy it before you become sick.

This is what makes vaccines so effective. Instead of treating a disease after it happens, vaccines can prevent us from getting sick in the first place.

## 3. How do the COVID-19 vaccines work?

The two COVID-19 vaccines that are offered in the United States are called mRNA vaccines. Our bodies use messenger RNA (mRNA) to make proteins.

- The mRNA in the vaccine is packaged inside tiny oily bubbles (known as lipid nanoparticles or LNPs).
- The mRNA enters the cells and teaches them how to make harmless pieces of "spike protein". These proteins look like part of the virus.
- Our immune system sees the spike protein pieces on the surfaces of our cells and knows that they don't belong there.
- Our bodies react by building an immune response. It makes antibodies that can act against the COVID-19 virus's spike protein and it prepares immune cells. This will protect us if we are exposed to the virus in the future.

## 4. Can you get COVID-19 from a vaccine?

No. After the mRNA teaches the cell to make the protein piece, the cell breaks it down and gets rid of it. mRNA does not enter the cell's nucleus and mRNA vaccines do not affect or interact with our DNA (or genes) in any way.

The Moderna and Pfizer COVID-19 vaccines do not have the virus that causes COVID-19 in them. Sometimes people get a fever or feel tired for a day or so after getting a vaccine. These symptoms are normal and are a sign that the body is building immunity. You can learn more on the [Understanding How COVID-19 Vaccines](#)



[Work](#) CDC website.

It usually takes a few weeks for the body to build full immunity after vaccination. If a person got infected with the virus that causes COVID-19 just before or just after they got the vaccine they could still get COVID-19. This is because the vaccine has not had enough time to provide protection.

## 5. Will getting the vaccine cause me to test positive on a COVID-19 test?

No. Vaccines won't cause you to test positive on a PCR or antigen viral test (like the swab test) that looks for current COVID-19 infection. You may test positive on some antibody (blood) tests. This is because one of the ways that vaccines work is to teach your body to make antibodies.

See the public health testing webpage [ph.lacounty.gov/covidtests](https://ph.lacounty.gov/covidtests) to learn more about COVID-19 tests.

## 6. What are the side-effects of the COVID-19 vaccines?

You may get side-effects, like the ones after the flu vaccine or shingles vaccine. Side-effects are more common after the second dose and in younger people. They usually do not last long, and you should feel better within a day or two. They may include:

- Fever and muscle aches
- Headache
- Feeling tired
- Sore or red arm

Side effects are normal and a sign that the vaccine is working. It shows your body is learning to fight a germ and build up immunity. It is important to get the second dose even if you get side effects after the first dose.

## 7. How many COVID-19 vaccines are there?

Around the world over 50 COVID-19 vaccines are being tested in humans. Two vaccines are allowed in the United States so far. They are made by the companies, Pfizer and Moderna.

## 8. How many doses of COVID-19 vaccine will I need?

- Most of the COVID-19 vaccines that are being tested are given in two doses a few weeks apart. It is important to get the same kind of vaccine for both doses.
- The Pfizer vaccine is given as two doses 21 days apart. The Moderna vaccine needs 2 doses given 28 days apart. If you are late getting the second dose, you do not need to start over.
- We don't know how long the protection from the 2 doses of vaccine will last yet. This also means we don't know if you will need to get a booster dose in the future.

## 9. Will I have to pay to get a COVID-19 vaccine?

No. Your doctor or pharmacy may charge a fee for giving the vaccine, but it will be covered by public and private insurance companies. People without health insurance can get COVID-19 vaccines at no cost. There are no out-of-pocket payments.

## 10. Will I be asked about my immigration status when I get a COVID-19 vaccine?

No. COVID-19 vaccine is being given to Los Angeles County residents at no cost regardless of immigration



status. You should not be asked about your immigration status when you get a COVID vaccine. Your medical information is private. Your doctor is not allowed to share it with immigration officials.

### 11. When can I get a vaccine?

The goal is for everyone to be able to get a COVID-19 vaccination easily as soon as large quantities of vaccine are available. While supplies are limited, vaccine is being offered to different groups of people at different times (or phases). Visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov) to see which phase you are in, and when vaccines will be offered to each phase. You can also get updates by signing up for the Public Health COVID-19 vaccine email newsletter on this website.

### 12. When it is my turn, where will I be able to get the vaccine?

Vaccines will be given at:

- Health clinics and Federally Qualified Health Centers (FQHCs)
- Pharmacies
- Some workplaces
- Some senior housing developments and senior centers
- Special vaccination sites run by Public Health and county, city, community, and healthcare partners

### 13. Why do we need a vaccine if we can do other things, like social distance and wear masks?

We need to do as much as we can to stop the pandemic. Vaccines boost your immune system so it will be ready to fight the virus if you are exposed. Other steps, like masks and social distancing, help lower your chance of being exposed to or spreading the virus. Together, these tools offer the best protection.

### 14. If I have already had COVID-19, do I still need to get vaccinated?

Yes. You do need the vaccine even if you have had COVID-19. We don't yet know how long you are protected after you have had COVID-19, so it is important to have the vaccine to strengthen your immunity. It is safe to get the vaccine after getting COVID-19 but you should wait until after your isolation period is over. This is so that you don't infect healthcare workers and others when you go to get vaccinated. If you have had monoclonal antibody treatment, you should wait for 90 days before getting a COVID-19 vaccine.

### 15. Can children get the COVID-19 vaccine?

No. People under the age of 16 cannot get COVID-19 vaccine at this time. There isn't enough information available yet about the use of these vaccines in children. People age 16 and 17 can get the Pfizer vaccine. The Moderna vaccine is for people 18 and older.

### 16. Can people with weak immune systems get a COVID-19 vaccine?

Yes. Studies of the current COVID-19 vaccines did not include people with weak immune systems, so we don't know how well the vaccine will work in these people. We do know that people with weak immune systems are at higher risk of getting COVID-19 if they are exposed to it. If they get COVID-19 they are more likely to become very sick. They are advised to talk to their doctor about getting the vaccine.

The studies did include people with stable HIV and people with active cancer, and found that the vaccine was as safe and effective for this group as it was for other people in the studies.



## 17. Can people with allergies get a COVID-19 vaccine?

It depends. People who are allergic to things like food, pets, venom or pollen, or people who have a family history of allergies, can be vaccinated. But people who have had an allergic reaction to any ingredient in the mRNA COVID-19 vaccines or to polysorbate should not get vaccinated. People who are allergic to a vaccine or injectable therapy for another disease, should talk to their doctor to decide if it is safe for them to get vaccinated.

Information about allergic reactions may change. Be sure to check the latest guidance on the CDC [COVID-19 Vaccines and Allergic Reactions](#) webpage and talk to your doctor.

## 18. What is in the vaccines?

The Pfizer and Moderna COVID-19 vaccines contain mRNA, lipids (fats), salts, sugars and buffers. Neither vaccine contains eggs, gelatin, latex, or preservatives. For a full list of ingredients, please see each vaccine's Fact Sheet for Recipients and Caregivers: [Pfizer-BioNTech COVID-19 vaccine](#) and [Moderna COVID-19 vaccine](#).

## 19. Should I get a flu vaccine?

Yes! A flu vaccine only protects you from the flu, but at least it means you won't run the risk of getting flu and COVID-19 at the same time. This can keep you from having a more severe illness. Getting a flu vaccine now is more important than ever. If you are likely to get the COVID-19 vaccine soon, ask your doctor about the best time to get the flu vaccine. This is because a COVID-19 vaccine should not be given within 2 weeks of other vaccines.

## 20. What can I do now to help protect myself from getting COVID-19 until it is my turn to get a vaccine?

To protect yourself and others, follow these recommendations:

- Cover your mouth and nose with a mask when you are around others.
- Avoid close contact with people who are sick.
- Avoid crowds.
- Stay at least 6 feet away from others.
- Avoid poorly ventilated spaces.
- Wash your hands often.

See guidance for [reducing your risk](#). You should do this even after you are fully vaccinated.

## 21. Can I stop wearing a mask once I am vaccinated?

No! It is important to continue to take precautions like washing hands, wearing masks and practicing physical distancing, even after you have had 2 doses of vaccine. This is because:

- Two doses of vaccine are 95% effective at preventing COVID-19 illness. This is a really high level of protection for a vaccine. But it means there is still a chance that you could get sick with COVID-19, even after getting both doses. We don't know how well the vaccine stops the actual virus from being spread. Getting the vaccine stops the disease from making you feel sick, but you might still be able to spread it to others.
- It takes up to 2 weeks after the last dose to get the best protection.

If you get COVID-19 after you have been vaccinated, you still need to isolate.

**Stopping this pandemic is going to take all our tools.**

# Myths about COVID-19 Vaccines

Los Angeles County Department of Public Health

**Myth 1:** The vaccine was developed too fast – I don't think they know enough about it.

**The Facts:** These vaccines could be made fast and still be safe for three simple reasons.

- There was a lot of research done on the kind of virus that causes COVID-19 before this virus showed up. So scientists had a big head start about the kind of vaccine that would work best to fight this virus.
- A lot of government money was spent to get many companies to work on this vaccine and to put all of their scientists to work on it around the clock. That helped speed everything up.
- While every step that has to be followed to make a new vaccine and be sure it is safe was followed, some of the steps were done at the same time instead of one after another. It is like cooking several parts of a meal at once instead of cooking one course at a time. You get done sooner but it's just as good.

**In fact, the two vaccines that have been approved to protect against COVID-19 were studied on more than 70,000 volunteers, including adults of all ages and different racial and ethnic groups, and were found to work very well and be equally safe for all.**

**Myth 2:** Only 1% of people who get COVID-19 die of it. Won't the vaccine kill more people than that?

**The Facts:** COVID-19 is a lethal disease. Seasonal flu can be very dangerous but it kills about one person in every thousand infected, while COVID-19 kills one out of a hundred people who are infected. No one has died from the two approved vaccines.

- Some people wonder if that could be just because volunteers who took part in vaccine trials were not tracked for long enough for us to know if there will be deaths. It's true that we only have 3 months of experience watching people who got these vaccines, but we do have experience with other vaccines and the vast majority of ill effects show up within hours or days. There is no basis for believing we will see something different here.

**Myth 3:** The vaccines can make you sick with COVID 19

**The Facts:** The current vaccines don't include the virus in any form – no live virus, no weakened virus, no dead virus. You just cannot get the disease from the vaccine.

- Some other vaccines use the virus they are fighting in some form to charge up an immune response. The current COVID-19 vaccines do not work that way so there is no way that they could give you COVID-19.
- It is possible to catch the disease in the first few days after your vaccination before the vaccine has a chance to work, but that would not mean you got sick from the vaccine. For most people, the vaccine needs 7 days before it starts to work. And both these vaccines require a second dose before a person is fully protected from getting sick from the virus.

**It is easy to be confused about this, because you might feel some side effects for a while after getting the vaccine. In fact, about half of the volunteers who tested these vaccines experienced some side effects: most of these effects were mild and did not require any treatment or change in daily activity and lasted for 1-2 days. What they were feeling was not COVID-19, however, not even a mild case of COVID-19. They were feeling the symptoms of an**

# Myths about COVID-19 Vaccines

Los Angeles County Department of Public Health

immune response, which means that the vaccine was at work developing antibodies to protect them from COVID-19.

**Myth 4:** These vaccines use genetic material to fight the virus. That means they can affect our genes.

**The Facts:** These vaccines do use genetic material, called mRNA (that stands for “messenger” RNA) to fight the virus but it doesn’t do anything to your genes.

- Just as its name says, mRNA works like a messenger. In this case, the mRNA used in the vaccine tells your body to make a protein that kicks your immune system into action. The mRNA lets your body get a message from the virus without having to run into the virus directly.
- But it doesn’t affect your genes. Keep in mind that you encounter genetic material from other plants and animals all the time, when you eat them. Your body breaks them down into their basic chemicals, using the proteins and fats and carbohydrates they contain to give you energy and make your cells work.

**Like the food you eat, the mRNA you get in a vaccine does have an affect on your health, but it doesn’t change your genes or your DNA.**

**Myth 5:** They say that childhood vaccines can cause autism – don’t these vaccines contain dangerous chemicals that can have serious health effects?

**The Facts:** Not true on either count. Childhood vaccines are one of the best and safest protections against dangerous diseases that have been developed and these vaccines have been carefully tested for safety as well.

- First about the autism scare – it was started by an English doctor who was later shown to be a fraud. The lie lived on because some celebrities bought in and ran with it. The result? Millions of dollars wasted on proving the truth over and over (for example, one study looked at every single baby born in Denmark for 8 years and showed there was absolutely no link). Even so, some scared parents still avoid vaccines and we see deadly outbreaks of diseases we could totally prevent.
- The list of ingredients in the COVID vaccines is pretty simple – mRNA, plus some fats (called “lipids,” which is another word for fats) plus some salt and sugar to stabilize the mix. You can actually find the ingredients on the Food and Drug Administration’s COVID-19 vaccine [website](#). Nothing you’ll see is out of the ordinary.

**Myth 6:** The vaccine contains a micro chip that can be used to track my movements.

**The Facts:** The vaccine does not contain any kind of tracking device whatsoever.

- This story seems to have spread on the Internet based on a Facebook post that said Bill Gates was planning to use a microchip to identify people who have been tested for COVID-19. In fact, Mr. Gates had commented on a research study that had nothing to do with COVID-19 and nothing to do with anything being implanted. The study was about a method

# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

to be sure who has gotten vaccinated in countries that have high death rates from vaccine preventable diseases and poor health data systems. Like the story about autism, this is a story that is hard to stop even after it has been debunked over and over.

**Myth 7:** The vaccine is being pushed on people against their will.

**The Facts:** Getting the vaccine is totally voluntary. Doctors and public health officials are trying to provide people with good information on the safety and effectiveness of these vaccines so that they can make an informed decision when it is their turn to be offered the vaccine. No one is required to get vaccinated.

**Myth 8:** You can't trust the people who made these vaccines. Big Pharma –the people who developed these vaccines, are just out to make money, and they pay doctors to say their products are safe.

**The Facts:** While there are terrible examples of drug companies putting profit before safety (for example, by aggressively promoting highly addictive opioid painkillers), the process for developing these vaccines and the make-up of the products themselves has been transparent, with more information available to independent scientists than ever before.

- The development of these vaccines has been carried out in the public eye. In fact, reviews of vaccine safety and efficacy (a term used to mean that the vaccines work) have been published for anyone to read. That means you or your doctor can read the reviews and decide whether the research seems solid and the findings are believable.
- The people reviewing the research include medical leaders from diverse settings all over the country and observers (non-voting members) representing a wide range of medical groups, including some that have fought hard against medical racism. They have not been paid for this work – they have been involved to verify the quality of the research and to assure that equity is protected throughout the process. For a list of names of the reviewers and the places they work, visit the Advisory Committee on Immunization Practices (ACIP) [website](#). You can learn more about these people by looking them up online.
- Doctors do not make extra money for giving vaccines. They are paid for a medical visit, same as any other primary care visit.

**Myth 9:** Black and Latinx communities are being singled out to get the vaccine because it hasn't really been proven to be safe.

**The facts:** There are certainly historical reasons for Black and Latinx communities to fear being singled out. The concern is justified because people of color and marginalized groups have, in the past, been coerced and subjugated to participating in drug trials and medical procedures without informed consent, patient protections, or ethical practices. That is not the case here, however. Black and Latinx communities have not been singled out to get the vaccine. But groups are being offered the vaccine based on the risks faced by the people in the group. So, the answer is NO to singling anyone out but YES, Black and Latinx communities could be

# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

**offered the vaccines earlier than other communities where infection, hospitalization and death rates have not been as high.**

**Consider the following:**

- The two vaccines now available were tested on diverse populations. In fact, efforts were made to assure inclusion of Black and Latinx volunteers in proportions equal to their proportion in the population just to make sure there weren't factors that would make a vaccine less effective or less safe in either of those groups. A big effort was made to include members of those groups, to assure that they would not be victims of medical neglect, which is the other side of the coin in regard to medical racism.
- The very top priority for getting vaccinated now that the vaccines are available are frontline workers in healthcare. This includes clinical staff such as doctors, nurses, and therapists as well as people who work in other areas like laboratories and hospital environmental services. They are prioritized because they are at higher risk of being exposed to the virus and they are critical to keeping other people alive. These same criteria are being used to decide who is next in line, as we need to prioritize vaccinating some people before others while there is limited supply of the vaccine. Once there is plenty of vaccine available, everyone who wants to get vaccinated should have easy access to the vaccine.
- There is good reason for Black and Latinx communities to demand equal and early access to vaccination. Black and Latinx residents, along with Native Americans and Native Hawaiians, have been most likely to be infected (often as a result of poor working or living conditions), most likely to require hospitalization if infected, and most likely to die from COVID-19. They're also the communities that suffer most severe consequences if illness excludes them from the workforce. If you see billboards or hear advertising encouraging Black and Latinx residents of LA to opt for vaccination, it reflects these concerns. LA wants those who have been hardest hit to have the opportunity to be vaccinated as soon as possible.

**The stakes for Black and Latinx residents of LA are high. Please read what you can about the vaccines from reliable sources and talk to well-informed people you trust – your doctor, a science teacher you know, a pharmacist – and ask them to respond to your questions and concerns. Your questions are important and deserve to be answered by knowledgeable and trusted individuals.**

**Myth 10:** **I don't need the vaccine if I already had COVID-19.**

**The Facts:** **We don't know how long natural immunity – the immunity you get from having been sick – lasts. We also don't know if it is complete. There have been a few well-documented cases of people being infected twice. So even if you have had COVID-19 and recovered, you will benefit from the vaccine.**

# COVID-19 Vaccine Scams

Whenever there is a health crisis, scammers will find ways to cheat people out of their money. During the coronavirus pandemic, scammers are using robocalls, social media posts, and emails to take advantage of fear, anxiety, and confusion about COVID-19. They sell things that don't work, charge money for things that are free, and steal personal information. Now that the [COVID-19 vaccine](#) is in Los Angeles County, scammers are targeting local residents with new, vaccine-related schemes. Beware!



**COVID-19 vaccine is being distributed in Los Angeles County in a fair and transparent way. If someone offers to sell you a chance to get vaccinated before it is your turn, it's a scam.**

- Vaccine is only being offered to healthcare workers and people who live in long-term care facilities (for example nursing homes) right now.
- Essential workers who cannot work from home are likely to be offered the vaccine next because they are at high risk of being exposed to the COVID-19 virus. Older adults, and adults with medical conditions might also be next because they are more likely to become very sick if they get COVID-19.
- Children under 16 years of age will not be offered vaccine in the near future. The vaccines are not allowed to be given to this age group.
- As more vaccine is available it will be offered to everyone. **This will likely take months. Vaccine may not be offered to the general public until Spring/Summer 2021.**
- Information about how to get the vaccine will be posted on the Public Health's [COVID-19 webpage \(ph.lacounty.gov/Coronavirus/vaccine/\)](https://ph.lacounty.gov/Coronavirus/vaccine/) when vaccine is available for different groups.
- If you have questions, talk to your doctor. Call 2-1-1 or visit the [211LA website](#) if you need help finding a doctor.

**COVID-19 vaccine will be given to Los Angeles County residents at no cost and *regardless of immigration status*. If someone says they can get you a special, low cost deal, or get you the vaccine under the table, it's a scam.**

- You will not be charged a fee or co-pay to receive a COVID-19 vaccine. The doctor or pharmacy may charge a fee for giving the vaccine, but it should be covered by public and private insurance companies. People without health insurance can get COVID-19 vaccines for free.
- You will NOT be asked about your immigration status when you get a COVID vaccine. Your medical information is private. Your doctor is not allowed to share it with immigration officials.
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19 page](#) for updates on COVID-19 for immigrant residents.

**A RED FLAG is a warning sign or signal that something might be a scam. Look out for these COVID-19 vaccine red flags:**

- Someone offers to move you into an earlier group to get the vaccine for a fee.
- Someone tries to sell you a place on a COVID vaccine waiting list. **There is no "vaccine waiting list".**
- Someone on the street, online, on social media, or knocking on your door tries to sell you a shot of vaccine.

In one local COVID vaccine scam, a man reported that he was offered vaccines for his entire family at \$49 per person. Luckily, the man's credit card company declined the payment. Vaccines can only be given by licensed medical providers.

# COVID-19 Vaccine Scams

- You get calls, texts, or emails about the vaccine. The caller asks for your personal or financial information. It can be your Social Security, bank account or credit card number. NEVER share these numbers or other personal information with an unknown caller or in a text or email.
- You see ads for fake vaccines or “miracle cures” using vitamins or other dietary supplements. Scammers promote these even though they have not been proven to work. The FDA has issued warning letters to many companies for selling products that claim to prevent, treat, or cure COVID-19.
- If anyone that isn’t well known in your community (like a doctor, a health care clinic, a pharmacy, a County health program) offers you a vaccine – think twice and check with your doctor. Don’t let the scammers win!

**In fact, always talk to a doctor or other healthcare provider before taking any vaccine, medicine or health product.**

## Get Help

- **Find a doctor:** call 2-1-1 the LA County information line or visit the [211LA website](#).
- **Find resources like food, medicines, and other essential supplies:** call 2-1-1 or visit the [211LA website](#), or the Public Health [resource webpage](#).
- **Report a possible COVID-19 scam and get help trying to get your money back:** contact the LA County Department of Consumer and Business Affairs (DCBA): [dcba.lacounty.gov](#) or 800-593-8222.
- **Report suspicious claims being made about vaccines, testing or treatment products:** report to the FTC at [ftc.gov/complaint](#)

## Stay up to date – with trusted information

Beware of fake news and hoaxes as well as COVID-19 scams

### Coronavirus Updates

- Visit [ph.lacounty.gov/media/Coronavirus](#), sign up for press releases, or follow us @lapublichealth
- Visit the County’s COVID-19 webpage [covid19.lacounty.gov](#)
- Check the CDC’s website [www.cdc.gov/coronavirus](#)

### Scam Alerts

Stay up to date on the latest scams and precautions you and your family should take.

- Learn about recent scams from the Los Angeles County Consumer and Business Affairs' [consumer alerts](#)
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19](#) webpage
- Sign up for the American Association of Retired Persons (AARP) [Fraud Alerts Watch](#)
- Sign up to receive the Federal Trade Commission’s [consumer alerts](#)

**Learn about other common COVID-19 Scams and Fraud by visiting [ph.lacounty.gov/hccp/covidscams](#).**

## Sign up for the COVID-19 Vaccine Email Newsletter

To sign up for regular updates on the COVID-19 vaccine, please visit the [COVID-19 Vaccine](#) web page.

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Julia Fritz, City Clerk

**Date:** March 1, 2021

**Subject:** Consideration to Adopt a Resolution Appointing Adan Ortega to the Metropolitan Water District's Board of Directors and Approve Use of the City Seal and City Logo for Display as the City of San Fernando's Board Representative and Liaison

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8058 (Attachment "A") appointing Adan Ortega to the Metropolitan Water District's (MWD) Board of Directors; and
- b. Approve use of the City Seal and City Logo for display during Board meetings directly related to the appointment through the end of the term.

### BACKGROUND:

1. On May 7, 2007, Sylvia Ballin was appointed by the City Council to serve as City representative and liaison to the MWD Board of Directors.
2. On October 15, 2018, Sylvia Ballin reported that she would be resigning and recommended the appointment of Director of Public Works/City Engineer Yazdan T. Emrani as City Council representative and liaison to MWD effective November 13, 2018. The City Council voted 4-0 (Councilmember Gonzales was absent) to approve Mr. Emrani's appointment.
3. On October 18, 2018, MWD requested that the City provide a resolution appointing Mr. Emrani to the MWD Board. MWD also reported that due to the Veteran's Day holiday, the next Board meeting would be held on November 6, 2018 (not November 13, 2018) and Mr. Emrani would not be sworn in until possibly December 2018.
4. In April 2019, Mr. Emrani announced that he accepted a new position and would be leaving the City of San Fernando at the end of the month.

**Consideration to Adopt a Resolution Appointing Adan Ortega to the Metropolitan Water District's Board of Directors and Approve Use of the City Seal and City Logo for Display as the City of San Fernando's Board Representative and Liaison**

Page 2 of 2

---

5. On April 15, 2019, the City Council adopted Resolution No. 7913 (Attachment "B") appointing Sylvia Ballin to serve as City representative and liaison to the MWD Board of Directors, effective May 1, 2019.

**ANALYSIS:**

The City Council adopted Resolution No. 7913 appointing Sylvia Ballin to serve as City of San Fernando's (City) representative and liaison to the MWD Board of Directors, effective May 1, 2019.

In February 2021, Mayor Sylvia Ballin announced that she would be stepping down from her appointment to MWD and recommended that Adan Ortega be appointed to serve as the City representative and liaison to MWD. In order to allow staff to provide MWD with immediate and necessary documentation, and to ensure that there is no disruption in the City's representation to MWD, Mr. Ortega would be sworn in on March 2, 2021. Staff is also recommending City Council's authorization to allow Mr. Ortega use of the City Seal and City Logo to display as the City's representative and liaison during MWD Board meeting.

**BUDGET IMPACT:**

There is no budget impact associated with the appointment of a City Council Liaison to the MWD. MWD Board of Directors do not receive any compensation for their service on the Board.

**CONCLUSION:**

Mayor Sylvia Ballin announced that she would be stepping down as the City's liaison serving on MWD Board of Directors. To ensure that there is no disruption in the City's representation, staff recommends that the appointment of Adan Ortega be effective immediately on March 1, 2021 and authorize the use of the City Seal and City Logo to display as the City's representative and liaison to MWD during its Board of Directors meetings. The authorization for use of the City Seal and City Logo would only be for the term of appointment.

**ATTACHMENTS:**

- A. Resolution No. 8058
- B. Resolution No. 7913

**RESOLUTION NO. 8058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPOINTING ADAN ORTEGA TO THE METROPOLITAN WATER DISTRICT'S BOARD OF DIRECTORS**

**WHEREAS**, the Metropolitan Water District of Southern California (MWD) is a regional wholesaler that delivers water to 26 member public agencies, 14 cities, 11 municipal water districts, one county water authority;

**WHEREAS**, MWD in turn provides water to 19 million people in Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura counties;

**WHEREAS**, to supply the more than 300 cities and unincorporated areas in Southern California with reliable and safe water, MWD owns and operates an extensive water system including: the Colorado River Aqueduct, 16 hydroelectric facilities, nine reservoirs, 819 miles of large-scale pipes and five water treatment plants;

**WHEREAS**, MWD is governed by a 38-member board of directors who represent their respective member agencies ensuring each member agency is part of the governance of MWD;

**WHEREAS**, the City of San Fernando is a member agency on the Board of Directors of the MWD;

**WHEREAS**, pursuant to Section 11.2 of the San Fernando City Council Procedural Manual, the Mayor, with the consent of the majority of the City Council, may appoint new liaisons to the various governmental associations of which the City is a participating member;

**WHEREAS**, these assignments allow the City to have consistent and appropriate representation on these boards and agencies; and

**WHEREAS**, the current City representative and liaison to MWD, Sylvia Ballin, is stepping down from the position effective upon the date a replacement is appointed.

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

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That Adan Ortego be appointed as the City of San Fernando's representative and liaison to the MWD Board of Directors, effective immediately upon adoption of this resolution.

**SECTION 3:** That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of March 2021.

CITY OF SAN FERNANDO, CA

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8058 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1<sup>st</sup> day of March, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of March, 2021.

---

Julia Fritz, City Clerk

**RESOLUTION NO. 7913**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, APPOINTING SYLVIA  
BALLIN TO THE METROPOLITAN WATER DISTRICT'S BOARD  
OF DIRECTORS**

**WHEREAS**, the Metropolitan Water District of Southern California (MWD) is a regional wholesaler that delivers water to 26 member public agencies, 14 cities, 11 municipal water districts, one county water authority;

**WHEREAS**, MWD in turn provides water to 19 million people in Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura counties;

**WHEREAS**, to supply the more than 300 cities and unincorporated areas in Southern California with reliable and safe water, MWD owns and operates an extensive water system including: the Colorado River Aqueduct, 16 hydroelectric facilities, nine reservoirs, 819 miles of large-scale pipes and five water treatment plants;

**WHEREAS**, MWD is governed by a 38-member board of directors who represent their respective member agencies ensuring each member agency is part of the governance of MWD;

**WHEREAS**, the City of San Fernando is a member agency on the Board of Directors of the MWD;

**WHEREAS**, pursuant to Section 11.2 of the San Fernando City Council Procedural Manual, the Mayor, with the consent of the majority of the City Council, may appoint new liaisons to the various governmental associations of which the City is a participating member;

**WHEREAS**, these assignments allow the City to have consistent and appropriate representation on these boards and agencies; and

**WHEREAS**, the current City representative and liaison to MWD, Yazdan T. Emrani, is leaving the City of San Fernando effective April 19, 2019.

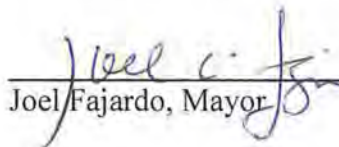
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** That the above recitals are all true and correct.

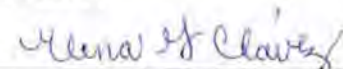
**SECTION 2.** That Sylvia Ballin, Vice Mayor for the City of San Fernando, be appointed as the City's representative and liaison to the MWD Board, effective May 1, 2019.

**SECTION 3:** That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of April, 2019.

  
Joel Fajardo, Mayor

**ATTEST:**

  
Elena G. Chávez, City Clerk

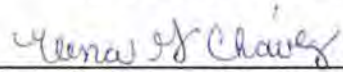
**STATE OF CALIFORNIA**           )  
**COUNTY OF LOS ANGELES**    ) ss  
**CITY OF SAN FERNANDO**       )

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 15<sup>th</sup> day of April, 2019, by the following vote to wit:

**AYES:**           Fajardo, Ballin, Lopez, Pacheco – 4

**NOES:**           None

**ABSENT:**       Gonzales – 1

  
Elena G. Chávez, City Clerk

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: J. Diego Ibañez, Director of Finance

**Date:** March 1, 2021

**Subject:** Consideration to Approve a Business Tax Delinquent Fee Amnesty Program for San Fernando Businesses Impacted by COVID-19 and the State of California's Stay-at-Home Orders

### RECOMMENDATION:

It is recommended that the City Council:

- a. Establish a Business Tax Delinquent Fee Amnesty Program for businesses impacted by COVID-19 and the State of California's Stay-At-Home orders;
- b. Adopt Resolution No. 8059 (Attachment "A") implementing the proposed Business Tax Delinquent Fee Amnesty Program; and
- c. Authorize the City Manager to finalize and execute all documents related to the Business Tax Delinquent Fee Amnesty Program.

### BACKGROUND:

1. Chapter 22 of San Fernando's City Code authorizes the collection of a Business License tax and fees as a means of raising revenue for municipal purposes (NOTE: Issuance of a Business License is only intended to evidence that a business has paid its required fee in compliance with the City's Business Ordinance. It is not intended to evidence compliance with regulatory requirements).
2. Business License taxes and related fees are the City's fifth largest revenue source as they generate more than \$1 million per year, which represents approximately 7% of General Fund revenues.
3. Business License renewal applications are sent out each year in December and are due prior to the last day in February. Approximately 3,000 renewals are mailed annually, with approximately 1,000 of those being businesses physically located in the City. Examples of

**Consideration to Approve a Business Tax Delinquent Fee Amnesty Program for San Fernando Businesses Impacted by COVID-19 and the State of California's Stay-at-Home Orders**

Page 2 of 3

---

businesses located outside the City, but requiring a business license, include, but are not limited to, construction contractors, tree trimmers, security services, janitorial services, vending machine operators, food trucks, and numerous other types of mobile businesses.

4. The City previously offered a Business Tax Delinquent Fee Amnesty Program in Fiscal Year 2016-2017, that provided businesses an opportunity to become compliant without enforcing penalty fees.
5. On February 1, 2021, the City Council discussed and directed staff to move forward with implementing a number of COVID Relief Programs for Businesses, including a Business License Delinquent Fee Amnesty Program.

**ANALYSIS:**

On March 19, 2020, the Governor issued the first stay-at-home and business closure orders to combat the spread of COVID-19. As a result, certain business types were forced to close or operate on a limited capacity, severely affecting their financial state. Further, while a plan for the gradually reopening businesses and activities was issued by the County of Los Angeles on August 28, 2020, modification of the stay-at-home orders on November 21, 2020 and December 3, 2020 have continued to place a significant strain on many local businesses.

In an effort to assist businesses impacted by the COVID-19 pandemic, staff is proposing the City Council adopt a Resolution that establishes a Business License Delinquent Fee Amnesty Program with the following parameters:

- All delinquent penalties mandated by Chapter 22 of the San Fernando City Code shall be waived for any business or individual that voluntarily pays all delinquent business license taxes, or enters into a Payment Plan, between February 22, 2021 and December 31, 2021.
- Any business or individual owing more than \$500 in delinquent business taxes may enter into a Payment Plan with the City and make payments over time, for up to 12 months. A one-time Payment Plan set-up fee of \$22 is required to process the necessary Agreement.
- In the event that a monthly payment due pursuant to a Payment Plan is missed, any remaining balance, including penalties waived as part of this Program, is immediately due and payable. Interest of 1% per month will be assessed on the remaining balance from the date that any monthly payment due pursuant to a Payment Plan is missed.

Adopting the proposed Resolution is necessary to implement the Business License Delinquent Fee Amnesty Program.

**Consideration to Approve a Business Tax Delinquent Fee Amnesty Program for San Fernando Businesses Impacted by COVID-19 and the State of California's Stay-at-Home Orders**

Page 3 of 3

---

**BUDGET IMPACT:**

Approving a Business Tax Delinquent Fee Amnesty Program will not affect the budget significantly, as penalties are not a budgeted revenue. This revenue stream is very fluid and at times difficult to forecast for any fiscal year. While the City records this revenue, it does not rely on it for maintaining normal City operations.

The \$22 set up fee necessary to establish a payment plan will offset staff's time to prepare and monitor the payment plans. Additionally, the City should expect additional revenue as past due business licenses become current.

**CONCLUSION:**

It is recommended that the City Council adopt the attached Resolution to enact a business tax and processing delinquent fee amnesty program.

**ATTACHMENT:**

A. Resolution No. 8059

**RESOLUTION NO. 8059**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, PROVIDING FOR A TEMPORARY AMNESTY PERIOD ON THE ENFORCEMENT OF BUSINESS TAX PENALTIES AND PROCESSING FEES AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ACCEPT PAYMENTS OVER TIME FROM BUSINESSES OR INDIVIDUALS OWING MORE THAN \$500 IN BUSINESS TAXES AND/OR RELATED FEES**

**WHEREAS**, Chapter 22 of the San Fernando City Code requires all businesses transacting business within the City of San Fernando to obtain a business license and pay business tax; and

**WHEREAS**, revenue generated from business license taxes and fees help pay for a variety of public services provided by the City; and

**WHEREAS**, fairness toward businesses and individuals who obtain their business licenses and pay their business taxes requires enforcing business license requirements against those who choose not to, or otherwise fail to, obtain a business license and/or pay business taxes; and

**WHEREAS**, Section 22-47. et. al. of the San Fernando City Code provides penalties to all delinquent business tax obligations; and

**WHEREAS**, as economic restrictions imposed to curb the COVID-19 pandemic continues to negatively affect businesses, such penalties may cause additional economic hardship for businesses or individuals attempting to operate legitimately within the City of San Fernando; and

**WHEREAS**, the San Fernando City Council desires to enact a measure to encourage compliance with San Fernando's business license regulations; and

**WHEREAS**, it is within the authority of the San Fernando City Council to offer an amnesty period on the enforcement of business tax penalties, thereby encouraging increased compliance with San Fernando's business license regulations and creating the potential for increased revenues.

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

**Section 1.** A Business Tax Delinquent Fee Amnesty Program (Program) is hereby created pursuant to which all penalties mandated by Chapter 22 of the San Fernando City Code shall be waived for any business or individual that voluntarily pays all delinquent business license taxes or enters into a Payment Plan authorized by this Resolution between February 22, 2021 and December 31, 2021, inclusive.

**Section 2.** Staff is directed to advertise and communicate such a Program using existing channels of communication and any other methods deemed necessary by the City Manager, or designee.

**Section 3:** The City Manager, or designee, is authorized to accept payments over time, for up to twelve months, from any business or individual owing more than \$500 in delinquent business taxes and related penalties/fees. The City Manager, or designee's, authority to accept such payments over time will extend beyond the Program period, until rescinded by a subsequent resolution.

**Section 4:** The City Manager, or designee, is authorized to create forms required to participate in the Program. These forms will include, but not be limited to, a form to be signed by the taxpayer that will, at a minimum, identify the taxpayer, document the total amount owed by the taxpayer, the monthly payment amount and due dates (Payment Plan), and marketing materials.

**Section 5:** There is hereby enacted a one-time Payment Plan Set-up Fee of \$22, due and payable at the time that application for a Payment Plan is made.

**Section 6:** In the event that a monthly payment due pursuant to a Payment Plan is missed, any remaining balance, including penalties waived as part of this Program, is immediately due and payable. Interest of 1% per month will be assessed on the remaining balance from the date that any monthly payment due pursuant to a Payment Plan is missed.

**Section 7:** No refund or credit shall be granted for business tax penalties paid prior to the effective date of this Program.

**Section 8:** The Program shall end on December 31, 2021. Thereafter, San Fernando will recommence full enforcement of the provisions of Chapter 22 of the San Fernando City Code.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of March 2021.

CITY OF SAN FERNANDO, CA

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8059 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1<sup>st</sup> day of March, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of March, 2021.

---

Julia Fritz, City Clerk



*This Page  
Intentionally  
Left Blank*



# SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: J. Diego Ibañez, Director of Finance

**Date:** March 1, 2021

**Subject:** Presentation of Fiscal Year 2019-2020 Comprehensive Annual Financial Report

### RECOMMENDATION:

It is recommended that the City Council receive and file a presentation (Attachment "A") of the Fiscal Year (FY) 2019-2020 Comprehensive Annual Financial Report (CAFR).

### BACKGROUND:

1. Section 2-652 of the San Fernando Municipal Code requires an annual audit by an independent certified public accountant shortly after the end of each fiscal year. The audit is conducted, and financial statements prepared, in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB).
2. The financial statements were audited by Van Lant & Fankhanel, LLP, a public accounting firm fully licensed and qualified to perform audits of State and local governments within the State of California.
3. The audited financial statements, in conjunction with the accompanying notes, discussion, and analysis, are presented in a CAFR to provide a thorough and detailed presentation of the City's financial condition at a particular point in time (i.e., the end of the fiscal year).
4. On December 29, 2020, the CAFR for FY ending June 30, 2020 (2020 CAFR) was transmitted to City Council and posted to the City's website for public review ([WWW.SFCITY.ORG/FINANCIAL-DOCUMENTS](http://WWW.SFCITY.ORG/FINANCIAL-DOCUMENTS)). Hard copies of the CAFR are available upon request.
5. The Government Finance Officers Association (GFOA) offers a Certificate of Achievement for Excellence in Financial Reporting Award ("Award") for government agencies whose CAFR achieves the highest standards in government accounting and financial reporting. The City has received this award consistently over the last 31 years. The City received the Award for the FY 2018-2019 CAFR and has submitted the FY 2019-2020 CAFR for consideration.

## Presentation of Fiscal Year 2019-2020 Comprehensive Annual Financial Report

Page 2 of 3

---

### ANALYSIS:

The CAFR consists of four parts: 1) Management's Discussion and Analysis; 2) the basic financial statements; 3) required supplementary information; and 4) *optional* combining statements for non-major governmental funds.

Within the basic financial statements are three components: 1) Government-wide Financial Statements; 2) Fund Financial Statements; and 3) Notes to the Financial Statements. The Government-wide Financial Statements provide the broadest picture of the City's finances as they include all of the City's 33 funds (including the General Fund and Enterprise Funds). The Fund Financial statements are a subset of the Government-wide Financials as they present each fund's financial statements individually. The Notes to the Financial Statements provide detailed explanations.

Both the Government-wide Financials and Fund Financials include two basic statements: 1) *Statement of Net Position*, which presents information in terms of total assets, liabilities and net position (i.e., net worth); and 2) *Statement of Activities*, which shows how the net position has changed during the most recent fiscal year through revenues and expenditures (i.e., profit and loss).

Below are some key highlights of the 2020 Audit:

#### Government-wide Financials.

The Government-wide Financials present a long-term picture of the City's financial position by reflecting all current and long-term assets less all current and long-term liabilities. The City's total net position, which includes the General Fund, Enterprise Funds, and all Special Revenue Funds, increased from \$4,089,796 as of June 30, 2019 to \$5,108,636 as of June 30, 2020, a total increase of \$1,018,840 or 24.91%.

The increase in net position is due to the following:

1. Net position of governmental activities decreased from (\$7,118,137) as of June 30, 2019 to (\$7,605,461) as of June 30, 2020; a total decrease of (\$487,324), or 6.8%. The decrease is due to long-term pension liabilities.
2. Net position of business-type activities increased from \$11,207,933 as of June 30, 2019 to \$12,714,097 as of June 30, 2020; a total increase of \$1,506,164 or 13.44%. The increase is due to program revenues, specifically in charges for services.

In summary, City's Government-wide Net Position of \$5.1 million is made up of the following:

1. Capital Assets (e.g., land, buildings, infrastructure, vehicles, etc.) = \$55,620,081
2. Restricted Assets (e.g., transportation, housing, grants) = \$21,199,073
3. Unrestricted Assets = (\$71,710,518) *\*Deficit due to pension and retiree health liabilities.*

## **Presentation of Fiscal Year 2019-2020 Comprehensive Annual Financial Report**

Page 3 of 3

---

### Fund Financial Statements.

As previously noted, the Government-wide financial statements present information on current and long-term assets and liabilities. The Fund Financial Statements, which includes Governmental and Proprietary Funds, present the short-term health of each of the City's 33 funds. The Fund Financial Statements focus on near-term inflows (revenues), outflows (expenditures), and balances of spendable resources. Fund Financial Statements serve as a useful measure of the City's net resources available for spending at the end of the fiscal year, similar to a profit and loss statement.

### General Fund Financials.

The total fund balance for the General Fund increased from \$1,821,163 as of June 30, 2019 to \$3,626,544 for a total increase of \$1,805,381, or 99.13%.

The General Fund balance is made up of the following:

1. Nonspendable: \$1,600
2. Unassigned = \$3,624,944

This is only the second time since the fiscal year ending June 30, 2010 that the General Fund has finished the fiscal year with a positive fund balance.

Management encourages readers to read both the Transmittal Letter and Management's Discussion and Analysis to get a better contextual understanding of the financial information presented in the 2020 CAFR.

### **BUDGET IMPACT:**

Funds to prepare the 2020 CAFR were included in the FY 2020-2021 Adopted Budget. There is no budget impact to receiving and filing a presentation on the 2020 CAFR.

### **CONCLUSION:**

The short-term financial picture presented in the Fund Financial Statements show continued improvement, especially the General Fund, which has a reserve balance for the first time in 10 years. However, like most cities, the City of San Fernando needs to address its pension liability. At the end of June 30, 2020, the City's Net Pension Liability was \$43M which was an increase of \$2.5M from the previous year. The City will need to continue to implement best financial practices to strengthen the General Fund and address long term pension and OPEB liabilities.

### **ATTACHMENT:**

- A. PowerPoint Presentation prepared by the City's Audit Firm – Van Lant & Fankhanel

Financial Statement Audit  
Fiscal Year Ended  
June 30, 2020  
City of  
San Fernando



# Audit Reports Issued

Opinion on Financial  
Statements

Report on Internal  
Control and Compliance

Report on the City's  
Appropriations Limit

# Audit Process

- Preliminary Interim Audit Fieldwork
  - Assess the risk the financial statements could be materially misstated due to fraud or error
  - Gain an understanding of design and implementation of internal controls over financial reporting including:
    - Cash receipts process, cash disbursements process, purchasing process, payroll process, various other significant audit areas
    - Review specific transactions, observe processes, inquire with City staff throughout the City, including outside of City Hall (Planning and Engineering)

# Audit Process – Cont.

- Year-end Audit Fieldwork
  - Audit balances and amounts in the City's financial statements
  - Procedures involve auditor's judgment based on risk assessment
  - Substantive testing of the balances and amounts to provide reasonable assurance
    - Confirmation, testing of transactions, inquiry of City Staff, analytical procedures

## Management's Financial Statements

## Auditor's Responsibilities

- Express opinion
  - Reasonable assurance
- Conduct audit in accordance with applicable standards; obtain evidence
- Procedures involve auditor judgment
  - Risk assessment

## Audit Report on the Financial Statements

## Unmodified (clean) Opinion

## Required Supplementary Information

- MD&A
- Budgetary schedule, Pension and OPEB schedules
- Limited audit procedures – no opinion expressed

## Other Supplementary Information

- Combining schedules

Audit  
Report on  
the  
Financial  
Statements  
- continued

# Financial Statement Key Figures

- Fund Balance for General Fund increased approx. \$1.8 M compared to FY 2018-19
- Unrestricted Fund Balance in General Fund is approximately 20% of FY 2019-20 expenditures (2 months reserves)
  - GFOA best practices recommends a **minimum** of 2 months operating reserves
  - City committed \$2M over three years for the purchase of radio equipment (see Note 13 Subsequent Events)
- Governmental Accounting Standards Board (GASB) Statement No. 68 (Pensions)
  - Net Pension Liability is \$43M as of June 30, 2020, an increase of \$2.5M compared to FY 2018-19

# Financial Statement Key Figures – Continued

- Pension contributions increased approximately \$500k each year for the past three years. Trend expected to continue.
- See page 55 of CAFR (NPL differences based on discount rate assumptions)
- CalPERS expected to reduce discount rate, increasing required contributions
- GASB Statement No. 75 (OPEB)
  - City has a Total OPEB Liability of \$43.6M as of June 30, 2020, a decrease of \$592k, mainly due to changes in actuarial assumptions
  - City currently has no money set aside for OPEB
    - Consider a funding plan (section 115 trust, CERBT, etc.)

## Report on Internal Control and Compliance

- Internal control over financial reporting
- Consider internal control to determine what audit procedures to perform
- Not to express an opinion
- Compliance testing – no opinion
  - Test for compliance that could be material to the financial statements
- Required to report Significant Deficiencies or Material Weaknesses
  - No findings to report

## Report on City's Appropriations Limit

Required by Article XIII B of the  
California Constitution

Specific procedures to test the  
calculation for the fiscal year ended  
June 30, 2020

Spending Limit from proceeds of taxes

City is well below the appropriations limit

# AU-C 260 Report

---

Required Communications

---

Estimates

---

Sensitive Disclosures

---

Difficulties or Disagreements

---

Other Audit Findings or Issues

Questions?

Thank you to Diego Ibanez, Sonia Garcia and City staff for their support and assistance in completing the audit.



*This Page  
Intentionally  
Left Blank*



# SAN FERNANDO

## AGENDA REPORT

---

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 1, 2021

**Subject:** Presentation of Recent Changes to Accessory Dwelling Unit Laws Statewide

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation regarding recent changes to Accessory Dwelling Unit (ADU) laws statewide; and
- b. Provide staff with comments, as appropriate.

### BACKGROUND:

1. On July 17, 2017, the City Council adopted Urgency Ordinance No. U-1666 (Attachment “A”) amending the San Fernando Municipal Code relating to the regulation of ADUs, also referred to as second dwelling units.
2. Since that time, the California Legislature has enacted a number of laws to further spur the adoption of ADUs statewide (Attachment “B” – California Department of Housing and Community Development (HCD) Accessory Dwelling Unit Handbook, Updated December 2020).
3. Additional changes to ADU laws that became effective on January 1, 2021 continued the California Legislature’s effort to expand the development of ADUs and junior accessory dwelling units (JADUs).
4. On February 8, 2021, the Planning and Preservation Commission received a presentation regarding the recent changes to ADU laws statewide. The Planning and Preservation Commission expressed support for updating the City’s ADU ordinance to be consistent with state law.

## **Presentation of Recent Changes to Accessory Dwelling Unit Laws Statewide**

Page 2 of 2

---

### **ANALYSIS:**

As defined in Sec. 106-6 of the San Fernando Municipal Code, the term “accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. An ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated.

Staff will provide an overview of the recent legislative changes that amended ADU and JADU regulations statewide. The intent of these recent changes is that local jurisdictions adopt a local ADU ordinance that conforms to State law and that effectively provides for the creation of ADUs while significantly limiting the ability of local jurisdictions to exercise local control over ADU development requirements, such as minimum lot sizes, maximum unit sizes, and parking requirements.

### **BUDGET IMPACT:**

There is no budget impact for discussing this item.

### **CONCLUSION:**

Staff recommends that the City Council receive and file the presentation regarding recent changes to State of California ADU regulations, and provide staff with comments, as appropriate.

### **ATTACHMENTS:**

- A. Urgency Ordinance No. U-1666
- B. HCD ADU Handbook

**URGENCY ORDINANCE NO. U-1666**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 106 (ZONING), ARTICLE III (ZONES), DIVISION 2 (R-1 SINGLE-FAMILY RESIDENTIAL ZONE) OF THE SAN FERNANDO MUNICIPAL CODE RELATING TO THE REGULATION OF ACCESSORY DWELLING UNITS (ALSO REFERRED TO AS SECOND DWELLING UNITS) AND MAKING OTHER HARMONIZING AMENDMENTS TO CHAPTER 106 (ZONING), ARTICLE III (ZONES), DIVISION 2 (R-1 SINGLE FAMILY RESIDENTIAL ZONE) OF THE SAN FERNANDO MUNICIPAL CODE IN RECOGNITION OF THE SAME**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

**WHEREAS**, on September 27, 2016, the Governor signed SB 1069 and AB 2299 into law as part of an effort to streamline housing production; and

**WHEREAS**, the bills change statutory references from "second units" to "accessory dwelling units," or ADUs; mandate that cities permit ADUs in existing single-family residential zones through a ministerial process; and relax development standards to make it easier for property owners to create ADUs; and

**WHEREAS**, pursuant to Government Code Section 65852.2(a)(4), local ordinances, such as the City's, that are not compliant with the new state provisions are null and void as of January 1, 2017, after which time such jurisdictions must apply the standards in Government Code Section 65852.2(a) until a compliant local ordinance is adopted; and

**WHEREAS**, the default standards the City must utilize provide a minimal set of standards that would be augmented by the adoption of the additional standards set forth in this Urgency Ordinance, which concern parking, height, setback, minimum unit size, and other standards that concern public health and safety issues; and

**WHEREAS**, on May 1, 2017, the City Council created an Ad Hoc Committee, composed of two members of the City Council, to work with staff and a housing consultant to development updated ADU regulations; and

**WHEREAS**, on May 15, 2017, the City engaged the professional consulting firm of Karen Warner Associates to work with the Ad Hoc Committee and assist the City with developing updated and legally compliance ADU regulations; and

**WHEREAS**, the Ad Hoc Committee met on May 22, 2017 and May 31, 2017 to provide input to City staff and the consultant regarding proposed updates to the City's ADU regulatory system; and

**WHEREAS**, Government Code Sections 36934 and 36937 authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety.

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

**SECTION 1.**     Recitals. The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.**     Urgency Findings.

- A. As amended by SB 1069 and AB 2299, Government Code Section 65852.2(a)(1)(B)(i) allows the City to designate areas where new ADUs may be permitted and to establish objective standards related to parking, height, setback, lot coverage, landscaping and architectural review, which must be applied ministerially.
- B. Given that the City's current ADU-related ordinance is null and void pursuant to Government Code Section 65852.2(a)(4), the City is allowed only to ministerially permit ADUs in accordance with the minimal standards set forth in Government Code Section 65852.2(a).
- C. The reliance on such minimal standards without the adoption of local City regulations permitted under Government Code Section 65852.2(a)(1)(B)(i) would enable the ministerial allowance of ADUs that may be detrimental to surrounding residences and divergent, from a zoning standards perspective, from previously permitted second units and future ADUs permitted in accordance with augmented local standards.
- D. The expeditious adoption of local ADU standards through this Urgency Ordinance (Code Amendment No. 756) would endure both compliance with SB 1069 and AB 2299 and the implementation of local health and safety standards addressing health and safety concerns created by ADUs, such as fire and ingress/egress issues.

- E. Pursuant to the findings stated herein, the City Council hereby: (1) declares that the findings and determinations set forth above are true and correct; (2) finds that there exists a current and immediate threat to the public health, safety, and welfare requiring this Ordinance to be adopted immediately on an urgency basis; and (3) finds that this Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

**SECTION 3.** Section 106-358 (Applicable regulations for second dwelling units) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended and retitled in its entirety to now state the following:

***106-358 Regulation of Accessory Dwelling Units***

- A. Definition. The terms "accessory dwelling unit" and "ADU", as used in this Section, shall have the same meaning as the same terms are defined under Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code.
- B. Requirements Applicable to All Accessory Dwelling Units. The City shall not approve an application for a new ADU unless the ADU satisfies all of the standards below. An application for a new ADU that satisfies each of the below standards shall be approved by the Community Development Director, or his or her designee, following a ministerial review for compliance. The following conditions and restrictions shall apply to any proposed ADU:
1. Number of units allowed: The lot on which an ADU is constructed shall contain no more than one lawful and pre-existing single-family residence, and not more than one ADU. Upon the addition of an ADU to an R-2 or R-3 zoned parcel developed with a single-family residence, the development of any additional units on the parcel is prohibited.
  2. Location: Attached and detached ADUs shall be a permitted use in within the following zones: R-1 (Single-Family Residential) Zone; R-2 (Multiple Family Dwelling) Zone; or R-3 (Multiple Family) Zone.
  3. Owner occupancy and restrictive covenant: One of the dwelling units on the site (either the primary dwelling unit or the ADU) shall be owner-occupied at all times. The ADU shall not be sold separately from the primary dwelling unit. If, at any time, the owner of the property upon which the primary dwelling unit and the ADU are located ceases to reside in either the primary dwelling unit or the ADU as his or her primary place of residence,

*then any tenancy or other occupancy of the ADU shall be prohibited. In the case where an ADU is occupied by a non-owner occupant, the owner shall terminate the occupancy of the ADU by or before the date upon which the owner ceases to reside in the primary dwelling unit. Any ongoing tenancy or occupancy of the ADU shall thereafter be an unlawful tenancy. The property owner shall enter into a restrictive covenant with the city that applies to the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property. The restrictive covenant shall: (i) specify that the property owner must reside in either the primary dwelling unit or the ADU; (ii) expressly prohibit the rental of both units at the same time and further provide that the owner shall prohibit any future tenancy or occupancy of the ADU once the owner ceases to reside in either the primary dwelling unit or the ADU and, in the case where the owner resides in the primary dwelling unit, also terminate any existing tenancy or occupancy of the ADU by a non-owner occupant by or before the date upon which the owner ceases to reside in the primary dwelling unit; (iii) the ADU may be rented only for terms longer than thirty (30) consecutive calendar days; (iv) the ADU may not be sold or conveyed separately from the primary residence; (v) the property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards; (vi) any violation will be subject to penalties as provided Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code; and (vii) an future sale of residential lots with ADUs shall require, prior to the close of escrow, an inspection by the building and safety supervisor or his or her designee to assure that all on-site residential structures have been maintained in compliance with applicable zoning and building code requirements.*

4. *Rental restrictions: The unit may be rented but may not be rented for a period of less than 31 consecutive days. ADUs which are used as rental units will be required to obtain a rental permit from the city.*
5. *Exterior access: To maintain the single-family residential character of the neighborhood and to the extent reasonably feasible in the reasonable judgment of the Community Development Director, an ADU shall not have its exterior entrance visible from the street. Additionally, no exterior stairway shall be located on the front or on any street-facing side of the*

*ADU. No passageway shall be required in conjunction with construction of an ADU.*

6. *Separate bathroom and kitchen: The ADU shall include one full bathroom and one kitchen, and shall not include any additional bathrooms or kitchens. The ADU shall also be limited to a maximum of one bedroom.*
7. *Health and safety standards/pre-building inspection: The ADU shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations. Prior to receiving a building permit for an ADU, the city will conduct a pre-building inspection of the property for compliance with health and safety codes and verification of permitted structures. Pursuant to State law, ADUs are not required to provide fire sprinklers if sprinklers are not required for the primary dwelling unit.*
8. *Historic properties: The architectural treatment of an ADU constructed on a lot that has an identified historical resource listed on the federal, state, and/or local register of historic places shall be reviewed to ensure compliance with the city's historic preservation ordinance.*
9. *Utility Fee Requirements: ADUs shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.*
  - (a) *For ADUs created entirely within existing space, including the primary structure, attached or detached garage or other accessory structure, the city will not require the applicant to install a separate utility connection between the ADU and the utility, or impose a related connection fee or capacity charge.*
  - (b) *For ADUs involving new construction (detached and attached additions), the city will not require a separate utility connection but will impose a capacity charge. Said charge will be proportionate to the burden of the proposed ADU upon the water or sewer system based upon either its size or the number of its plumbing fixtures, and will not exceed the reasonable cost of providing the water or sewer service.*
10. *Standards for Accessory Dwelling Unit Structures Created within Existing Space. An ADU that is developed entirely within an*

*existing space, including the primary structure, attached or detached garage or other accessory structure, shall be permitted ministerially with a building permit subject to the following standards:*

- (a) Zones: The unit shall be located in a single-family zone.*
- (b) Separate entry required: The unit shall provide independent exterior access from the primary unit.*
- (c) Setbacks: The unit shall have sufficient side and rear setbacks to meet fire safety requirements. Pursuant to State law, no setback shall be required for a lawfully constructed garage in existence prior to January 1, 2017 that is converted to an ADU*
- (d) Parking: No additional off-street parking is required, however, any parking spaces lost as a result of the conversion of existing space to an ADU shall be required to be replaced. More specifically, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, the lost parking spaces must be replaced with an equal number of spaces, which may be covered, uncovered, tandem within a garage or driveway, or provided by the use of a mechanical automotive parking lift within a garage structure. To the extent locations are available on the site which minimize the visibility of parking from the street, the Director of Community Development, or his or her designee, can require parking to be located in these less invasive locations. In addition, the main single-family dwelling must meet the current number of off-street parking spaces required at the time the ADU is approved.*

*11. Standards for Accessory Dwelling Unit Structures Involving new Construction (Detached and Attached Additions). ADU developments that adhere to the following standards shall be permitted ministerially, except as explicitly set forth herein.*

- (a) Development and design standards: All ADU developments, whether attached or detached, shall comply with all applicable zoning and development standards of the zoning district in which it will be located, including, but not limited to, standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures on the same property and in the*

*surrounding neighborhood, except as explicitly set forth herein.*

- 1. The ADU shall incorporate the same or similar architectural features, building materials and colors as the primary dwelling located on the property, and shall be designed to reasonably minimize privacy impacts. Compatibility with the existing primary structure includes coordination of colors, materials, roofing and other architectural features, and landscaping designed so that the appearance of the site remains that of a single-family residence.*
- (b) Size: (1) The total area of habitable floor space for a detached ADU shall be no less than an efficiency unit, as defined by the California Building Code, and shall not exceed 640 square feet.*  
*(2) The total area of habitable floor space for an attached ADU shall not exceed the lesser of 640 square feet, or fifty percent (50%) of the primary residence's living area.*
- (c) Height: For purposes of protecting the privacy of neighboring properties, detached ADUs shall be limited to a single story located to the rear of the primary structure. In instances where the primary structure is located on the rear of the parcel, a single story ADU may be located on the front of the parcel. Second story attached ADUs shall be limited to the rear of existing two story single-family homes.*
- (d) Manufactured housing: Manufactured housing is allowed in compliance with the provisions herein. A trailer, motor vehicle or other recreational vehicle, as defined in the section 106-6 (Definitions) of Chapter 106 (Zoning) of the San Fernando City Code, may not be used as an ADU and stored or maintained as a habitable unit or livable area on a residential lot.*
- (e) Parking: One off-street parking space shall be provided for the ADU, which may be provided as tandem parking on an existing driveway and shall be permitted in paved setback areas unless the Director of Community Development, or his or her designee, makes specific findings that parking in setback areas or tandem parking is not feasible based upon specific site, regional topographical, or fire and life safety conditions. To the extent locations are available on the site which minimize the visibility of parking from the street, the Director of*

*Community Development, or his or her designee, can require parking to be located in these less invasive locations. In addition, the main single-family dwelling must meet the current number of off-street parking spaces required at the time the ADU is approved.*

*Pursuant to State law, no parking shall be required for an ADU in any of the following instances:*

- 1. The ADU is located within one-half mile of public transit.*
  - 2. The ADU is located within an architecturally and historically significant historic district.*
  - 3. The ADU is part of the existing primary residence or an existing accessory structure.*
  - 4. When on-street parking permits are required but not offered to the occupant of the ADU.*
  - 5. When there is a car share vehicle located within one block of the ADU.*
- (f) Replacement parking: When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the lost parking spaces must be replaced with an equal number of spaces, which may be covered, uncovered, tandem within a garage or driveway, or provided by the use of a mechanical automotive parking lift within a garage structure. To the extent locations are available on the site which minimize the visibility of parking from the street, the Director of Community Development, or his or her designee, can require parking to be located in these less invasive locations.*

*EDITOR'S NOTE: At its regular meeting of July 17<sup>th</sup> 2017, the City Council approved Urgency Ordinance No. 1666 which amended the provisions of this Section 106-358 which related to the regulation of so-called "second dwelling units". The amendments were adopted to harmonize the San Fernando Municipal Code with changes in State law relating to the regulation of so-called "accessory dwelling units." The reference to "accessory dwelling units" in this new Section 106-358 are intended to replace references to "second dwelling units" under prior Sections 106-358 and 106-359. Section 106-359 has been*

*deleted as its text was made unnecessary in light of the amendments to Section 106-358.*

**SECTION 4.** The text of Section 106-359 (Request for exceptions to applicable regulations for second dwelling units) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby repealed and deleted and Section 106-359 shall hereinafter read as follows:

*Section 106-359 – Reserved – No Text*

**SECTION 5.** The defined term “*second dwelling unit*” as set forth under Section 106-6 (Definitions) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby deleted in its entirety.

**SECTION 6.** Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term(s) which shall appear in alphabetical order under this section:

*“Accessory dwelling unit” or “ADU” mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. It shall include the following: (i) an efficiency unit, as defined in Health and Safety Code Section 17958.1; and (ii) a manufactured home, as defined in Health and Safety Code Section 18007.*

*EDITOR'S NOTE: Municipal Code provisions relating to the regulation of “accessory dwelling units” are set forth under Section 106-358 (Regulation of Accessory Dwelling Units) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code.*

**SECTION 7.** The definition of the defined term “*primary single-family dwelling unit*” as set forth under Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended such that the reference to the term “*second dwelling unit*” which currently appears at the end of the last sentence of the definition “*primary single-family dwelling unit*” is deleted and replaced with the term “*accessory dwelling unit*”.

**SECTION 8.** The second sentence Section 106-355 (Density) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended in entirety to now state the following:

*"An accessory dwelling unit in accordance with Section 106-358 shall not be counted as a primary single-family dwelling unit."*

**SECTION 9.** Subsection (9) of Section 106-352 (Permitted uses) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

*"(9) Accessory dwelling units in accordance with Section 106-358."*


**CEQA Finding.** The City Council hereby finds that this this Ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

**SECTION 10. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 11. Savings Clause.** Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

**SECTION 12. Effective Date and Transmittal to the State.** This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk is hereby directed to transmit this ordinance to the California Department of Housing and Community Development within sixty (60) days of adoption of this Urgency Ordinance, pursuant to Government Code Section 65852.2(h).

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting on this 17<sup>th</sup> day of July 2017.

  
Sylvia Ballin, Mayor





California Department of Housing and  
Community Development

# Accessory Dwelling Unit Handbook



Where foundations begin

*Updated December 2020*



California Department of Housing and  
Community Development

# Accessory Dwelling Unit Handbook

*December 2020*



Where foundations begin

## Table of Contents

<b>Understanding Accessory Dwelling Units (ADUs) and Their Importance</b>	<b>3</b>
<b>Summary of Recent Changes to Accessory Dwelling Unit Laws</b>	<b>5</b>
<b>Frequently Asked Questions:</b>	<b>8</b>
1. Legislative Intent	8
2. Zoning, Development and Other Standards	9
A) Zoning and Development Standards	9
B) Size Requirements	11
C) Parking Requirements	12
D) Setbacks	13
E) Height Requirements	13
F) Bedrooms	13
G) Impact Fees	14
H) Conversion of Existing Space in Single Family, Accessory and Multifamily Structures and Other Statewide Permissible ADUs (Subdivision (e))	15
I) Nonconforming Zoning Standards	16
J) Renter and Owner-occupancy	17
K) Fire Sprinkler Requirements	17
L) Solar Panel Requirements	17
3. Junior Accessory Dwelling Units (JADUs) – Government Code Section 65852.22	18
4. Manufactured Homes and ADUs	18
5. ADUs and the Housing Element	19
6. Homeowners Association	20
7. Enforcement	20
8. Other	20
<b>Resources</b>	<b>22</b>
Attachment 1: Statutory Changes (Strikeout/Italics and Underline)	23
Attachment 2: State Standards Checklist	37
Attachment 3: Bibliography	38

# Understanding Accessory Dwelling Units (ADUs) and Their Importance



California's housing production is not keeping pace with demand. In the last decade, less than half of the homes needed to keep up with the population growth were built. Additionally, new homes are often constructed away from job-rich areas. This lack of housing that meets people's needs is impacting affordability and causing average housing costs, particularly for renters in California, to rise significantly. As affordable housing becomes less accessible, people drive longer distances between housing they can afford and their workplace or pack themselves into smaller shared spaces, both of which reduce quality of life and produce negative environmental impacts.

\*\*\*\*\*

Beyond traditional construction, widening the range of housing types can increase the housing supply and help more low-income Californians thrive. Examples of some of these housing types are Accessory Dwelling Units (ADUs - also referred to as second units, in-law units, casitas, or granny flats) and Junior Accessory Dwelling Units (JADUs).

## **What is an ADU?**

An ADU is an accessory dwelling unit with complete independent living facilities for one or more persons and has a few variations:

- Detached: The unit is separated from the primary structure.
- Attached: The unit is attached to the primary structure.
- Converted Existing Space: Space (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit.
- Junior Accessory Dwelling Unit (JADU): A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence.

ADUs tend to be significantly less expensive to build and offer benefits that address common development barriers such as affordability and environmental quality. Because ADUs must be built on lots with existing or proposed housing, they do not require paying for new land, dedicated parking or other costly infrastructure required to build a new single-family home. Because they are contained inside existing single-family homes, JADUs require relatively

modest renovations and are much more affordable to complete. ADUs are often built with cost-effective one or two-story wood frames, which are also cheaper than other new homes. Additionally, prefabricated ADUs can be directly purchased and save much of the time and money that comes with new construction. ADUs can provide as much living space as apartments and condominiums and work well for couples, small families, friends, young people, and seniors.

Much of California's housing crisis comes from job-rich, high-opportunity areas where the total housing stock is insufficient to meet demand and exclusionary practices have limited housing choice and inclusion. Professionals and students often prefer living closer to jobs and amenities rather than spending hours commuting. Parents often want better access to schools and do not necessarily require single-family homes to meet their needs. There is a shortage of affordable units, and the units that are available can be out of reach for many people. To address our state's needs, homeowners can construct an ADU on their lot or convert an underutilized part of their home into a JADU. This flexibility benefits both renters and homeowners who can receive extra monthly rent income.

ADUs also give homeowners the flexibility to share independent living areas with family members and others, allowing seniors to age in place as they require more care, thus helping extended families stay together while maintaining privacy. The space can be used for a variety of reasons, including adult children who can pay off debt and save up for living on their own.

New policies are making ADUs even more affordable to build, in part by limiting the development impact fees and relaxing zoning requirements. A 2019 study from the Turner Center on Housing Innovation noted that one unit of affordable housing in the Bay Area costs about \$450,000. ADUs and JADUs can often be built at a fraction of that price and homeowners may use their existing lot to create additional housing, without being required to provide additional infrastructure. Often the rent generated from the ADU can pay for the entire project in a matter of years.

ADUs and JADUs are a flexible form of housing that can help Californians more easily access job-rich, high-opportunity areas. By design, ADUs are more affordable and can provide additional income to homeowners. Local governments can encourage the development of ADUs and improve access to jobs, education, and services for many Californians.

# Summary of Recent Changes to Accessory Dwelling Unit Laws



In Government Code Section 65852.150, the California Legislature found and declared that, among other things, allowing accessory dwelling units (ADUs) in zones that allow single-family and multifamily uses provides additional rental housing, and is an essential component in addressing California's housing needs. Over the years, ADU law has been revised to improve its effectiveness at creating more housing units. Changes to ADU laws effective January 1, 2021, further reduce barriers, better streamline approval processes, and expand capacity to accommodate the development of ADUs and junior accessory dwelling units (JADUs).

ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing

options for family members, friends, students, the elderly, in-home health care providers, people with disabilities, and others. Further, ADUs offer an opportunity to maximize and integrate housing choices within existing neighborhoods.

Within this context, the California Department of Housing and Community Development (HCD) has prepared this guidance to assist local governments, homeowners, architects, and the general public in encouraging the development of ADUs. The following is a summary of recent legislation that amended ADU law: AB 3182 (2020) and SB 13, AB 68, AB 881, AB 587, AB 670, and AB 671 (2019). Please see Attachment 1 for the complete statutory changes for AB 3182 (2020) and SB 13, AB 68, AB 881, AB 587, AB 670, and AB 671 (2019).

## AB 3182 (Ting)

Chapter 198, Statutes of 2020 (Assembly Bill 3182) builds upon recent changes to ADU law (Gov. Code, § 65852.2 and Civil Code Sections 4740 and 4741) to further address barriers to the development and use of ADUs and JADUs.

This recent legislation, among other changes, addresses the following:

- States that an application for the creation of an ADU or JADU shall be *deemed approved* (not just subject to ministerial approval) if the local agency has not acted on the completed application within 60 days.
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU *and* one JADU per lot (not one or the other), within the proposed or existing single-family dwelling, if certain conditions are met.
- Provides for the rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, *and* without regard to the date of the governing documents.

- Provides for not less than 25 percent of the separate interest units within a common interest development be allowed as rental or leasable units.

## **AB 68 (Ting), AB 881 (Bloom), and SB 13 (Wieckowski)**

Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2) and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Gov. Code § 65852.2, 65852.22) and further address barriers to the development of ADUs and JADUs.

This legislation, among other changes, addresses the following:

- Prohibits local agencies from including in development standards for ADUs requirements on minimum lot size (Gov. Code, § 65852.2, subd. (a)(1)(B)(i)).
- Clarifies areas designated by local agencies for ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety (Gov. Code, § 65852.2, subd. (a)(1)(A)).
- Eliminates all owner-occupancy requirements by local agencies for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 65852.2, subd. (a)(6)).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 65852.2, subds. (c)(2)(B) & (C)).
- Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement of offstreet parking spaces cannot be required by the local agency (Gov. Code, § 65852.2, subd. (a)(1)(D)(xi)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, § 65852.2, subd. (a)(3) and (b)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes and are available to the public (Gov. Code, § 65852.2, subd. (j)(10)).
- Establishes impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees (Gov. Code § 65852.2, subd. (f)(3)); ADUs that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling unit (Gov. Code, § 65852.2, subd. (f)(3)).
- Defines an “accessory structure” to mean a structure that is accessory or incidental to a dwelling on the same lot as the ADU (Gov. Code, § 65852.2, subd. (j)(2)).
- Authorizes HCD to notify the local agency if HCD finds that their ADU ordinance is not in compliance with state law (Gov. Code, § 65852.2, subd. (h)(2)).
- Clarifies that a local agency may identify an ADU or JADU as an adequate site to satisfy Regional Housing Needs Allocation (RHNA) housing needs (Gov. Code, §§ 65583.1, subd. (a), and 65852.2, subd. (m)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 65852.2, subds. (a)(3), (b), and (e)).

- Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom or an interior entry into the single-family residence (Gov. Code § 65852.22, subd. (a)(4); former Gov. Code § 65852.22, subd. (a)(5)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five (5) years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 65852.2, subd. (n); Health & Safety Code, § 17980.12).

### **AB 587 (Friedman), AB 670 (Friedman), and AB 671 (Friedman)**

In addition to the legislation listed above, AB 587 (Chapter 657, Statutes of 2019), AB 670 (Chapter 178, Statutes of 2019), and AB 671 (Chapter 658, Statutes of 2019) also have an impact on state ADU law, particularly through Health and Safety Code Section 17980.12. These pieces of legislation, among other changes, address the following:

- AB 587 creates a narrow exemption to the prohibition for ADUs to be sold or otherwise conveyed separately from the primary dwelling by allowing deed-restricted sales to occur if the local agency adopts an ordinance. To qualify, the primary dwelling and the ADU are to be built by a qualified nonprofit corporation whose mission is to provide units to low-income households (Gov. Code, § 65852.26).
- AB 670 provides that covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable (Civ. Code, § 4751).
- AB 671 requires local agencies' housing elements to include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction and operation of affordable ADUs (Gov. Code, § 65583; Health & Safety Code, § 50504.5).

# Frequently Asked Questions: Accessory Dwelling Units<sup>1</sup>

## 1. Legislative Intent

### a. Should a local ordinance encourage the development of accessory dwelling units?

Yes. Pursuant to Government Code Section 65852.150, the California Legislature found and declared that, among other things, California is facing a severe housing crisis and ADUs are a valuable form of housing that meets the needs of family members, students, the elderly, in-home health care providers, people with disabilities and others. Therefore, ADUs are an essential component of California's housing supply.

ADU law and recent changes intend to address barriers, streamline approval,

## Government Code 65852.150:

*(a) The Legislature finds and declares all of the following:*

*(1) Accessory dwelling units are a valuable form of housing in California.*

*(2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.*

*(3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.*

*(4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.*

*(5) California faces a severe housing crisis.*

*(6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.*

*(7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.*

*(8) Accessory dwelling units are, therefore, an essential component of California's housing supply.*

*(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.*

<sup>1</sup> Note: Unless otherwise noted, the Government Code section referenced is 65852.2.

and expand potential capacity for ADUs, recognizing their unique importance in addressing California's housing needs. The preparation, adoption, amendment, and implementation of local ADU ordinances must be carried out consistent with Government Code, Section 65852.150 and must not unduly constrain the creation of ADUs. Local governments adopting ADU ordinances should carefully weigh the adoption of zoning, development standards, and other provisions for impacts on the development of ADUs.

In addition, ADU law is the statutory minimum requirement. Local governments may elect to go beyond this statutory minimum and further the creation of ADUs. Many local governments have embraced the importance of ADUs as an important part of their overall housing policies and have pursued innovative strategies. (Gov. Code, § 65852.2, subd. (g)).

## **2. Zoning, Development and Other Standards**

### **A) Zoning and Development Standards**

- **Are ADUs allowed jurisdiction wide?**

No. ADUs proposed pursuant to subdivision (e) must be considered in any residential or mixed-use zone. For other ADUs, local governments may, by ordinance, designate areas in zones where residential uses are permitted that will also permit ADUs. However, any limits on where ADUs are permitted may only be based on the adequacy of water and sewer service, and the impacts on traffic flow and public safety. Further, local governments may not preclude the creation of ADUs altogether, and any limitation should be accompanied by detailed findings of fact explaining why ADU limitations are required and consistent with these factors.

Examples of public safety include severe fire hazard areas and inadequate water and sewer service and includes cease and desist orders. Impacts on traffic flow should consider factors like lesser car ownership rates for ADUs and the potential for ADUs to be proposed pursuant to Government Code section 65852.2, subdivision (e). Finally, local governments may develop alternative procedures, standards, or special conditions with mitigations for allowing ADUs in areas with potential health and safety concerns. (Gov. Code, § 65852.2, subd. (e))

Residential or mixed-use zone should be construed broadly to mean any zone where residential uses are permitted by-right or by conditional use.

- **Can a local government apply design and development standards?**

Yes. A local government may apply development and design standards that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. However, these standards shall be sufficiently objective to allow ministerial review of an ADU. (Gov. Code, § 65852.2, subd. (a)(1)(B)(i))

ADUs created under subdivision (e) of Government Code 65852.2 shall not be subject to design and development standards except for those that are noted in the subdivision.

What does objective mean?

“objective zoning standards” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. Gov Code § 65913.4, subd. (a)(5)

ADUs that do not meet objective and ministerial development and design standards may still be permitted through an ancillary discretionary process if the applicant chooses to do so. Some jurisdictions with compliant ADU ordinances apply additional processes to further the creation of ADUs that do not otherwise comply with the minimum standards necessary for ministerial review. Importantly, these processes are intended to provide additional opportunities to create ADUs that would not otherwise be permitted, and a discretionary process may not be used to review ADUs that are fully compliant with ADU law. Examples of these processes include areas where additional health and safety concerns must be considered, such as fire risk.

- **Can ADUs exceed general plan and zoning densities?**

Yes. An ADU is an accessory use for the purposes of calculating allowable density under the general plan and zoning that does not count toward the allowable density. For example, if a zoning district allows one unit per 7,500 square feet, then an ADU would not be counted as an additional unit. Further, local governments could elect to allow more than one ADU on a lot, and ADUs are automatically a residential use deemed consistent with the general plan and zoning. (Gov. Code, § 65852.2, subd. (a)(1)(C).)

- **Are ADUs permitted ministerially?**

Yes. ADUs must be considered, approved, and permitted ministerially, without discretionary action. Development and other decision-making standards must be sufficiently objective to allow for ministerial review. Examples include numeric and fixed standards such as heights or setbacks, or design standards such as colors or materials. Subjective standards require judgement and can be interpreted in multiple ways such as privacy, compatibility with neighboring properties or promoting harmony and balance in the community; subjective standards shall not be imposed for ADU development. Further, ADUs must not be subject to a hearing or any ordinance regulating the issuance of variances or special use permits and must be considered ministerially. (Gov. Code, § 65852.2, subd. (a)(3).)

- **Can I create an ADU if I have multiple detached dwellings on a lot?**

Yes. A lot where there are currently multiple detached single-family dwellings is eligible for creation of one ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or a new construction detached ADU subject to certain development standards.

- **Can I build an ADU in a historic district, or if the primary residence is subject to historic preservation?**

Yes. ADUs are allowed within a historic district, and on lots where the primary residence is subject to historic preservation. State ADU law allows for a local agency to impose standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. However, these standards do not apply to ADUs proposed pursuant to Government Code section 65852.2, subdivision (e).

As with non-historic resources, a jurisdiction may impose objective and ministerial standards that are sufficiently objective to be reviewed ministerially and do not unduly burden the creation of ADUs. Jurisdictions are encouraged to incorporate these standards into their ordinance and submit these standards along with their ordinance to HCD. (Gov. Code, § 65852.2, subds. (a)(1)(B)(i) & (a)(5).)

## B) Size Requirements

- **Is there a minimum lot size requirement?**

No. While local governments may impose standards on ADUs, these standards shall not include minimum lot size requirements. Further, lot coverage requirements cannot preclude the creation of a statewide exemption ADU (800 square feet ADU with a height limitation of 16 feet and 4 feet side and rear yard setbacks). If lot coverage requirements do not allow such an ADU, an automatic exception or waiver should be given to appropriate development standards such as lot coverage, floor area or open space requirements. Local governments may continue to enforce building and health and safety standards and may consider design, landscape, and other standards to facilitate compatibility.

What is a statewide exemption ADU?

A statewide exemption ADU is an ADU of up to 800 square feet, 16 feet in height, as potentially limited by a local agency, and with 4 feet side and rear yard setbacks. ADU law requires that no lot coverage, floor area ratio, open space, or minimum lot size will preclude the construction of a statewide exemption ADU. Further, ADU law allows the construction of a detached new construction statewide exemption ADU to be combined on the same lot with a JADU in a single-family residential zone. In addition, ADUs are allowed in any residential or mixed uses regardless of zoning and development standards imposed in an ordinance. See more discussion below.

- **Can minimum and maximum unit sizes be established for ADUs?**

Yes. A local government may, by ordinance, establish minimum and maximum unit size requirements for both attached and detached ADUs. However, maximum unit size requirements must be at least 850 square feet and 1,000 square feet for ADUs with more than one bedroom. For local agencies without an ordinance, maximum unit sizes are 1,200 square feet for a new detached ADU and up to 50 percent of the floor area of the existing primary dwelling for an attached ADU (at least 800 square feet). Finally, the local agency must not establish by ordinance a minimum square footage requirement that prohibits an efficiency unit, as defined in Health and Safety Code section 17958.1.

The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to size requirements. For example, an existing 3,000 square foot barn converted to an ADU would not be subject to the size requirements, regardless if a local government has an adopted ordinance. Should an applicant want to expand an accessory structure to create an ADU beyond 150 square feet, this ADU would be subject to the size maximums outlined in state ADU law, or the local agency's adopted ordinance.

- **Can a percentage of the primary dwelling be used for a maximum unit size?**

Yes. Local agencies may utilize a percentage (e.g., 50 percent) of the primary dwelling as a maximum unit size for attached or detached ADUs but only if it does not restrict an ADU's size to less than the standard of at least 850 square feet (or at least 1000 square feet for ADUs with more than one bedroom). Local agencies must not, by ordinance, establish any other minimum or maximum unit sizes, including based on

a percentage of the primary dwelling, that precludes a statewide exemption ADU. Local agencies utilizing percentages of the primary dwelling as maximum unit sizes could consider multi-pronged standards to help navigate these requirements (e.g., shall not exceed 50 percent of the dwelling or 1,000 square feet, whichever is greater).

- **Can maximum unit sizes exceed 1,200 square feet for ADUs?**

Yes. Maximum unit sizes, by ordinance, can exceed 1,200 square feet for ADUs. ADU law does not limit the authority of local agencies to adopt less restrictive requirements for the creation of ADUs (Gov. Code, § 65852.2, subd. (g)).

Larger unit sizes can be appropriate in a rural context or jurisdictions with larger lot sizes and is an important approach to creating a full spectrum of ADU housing choices.

## **C) Parking Requirements**

- **Can parking requirements exceed one space per unit or bedroom?**

No. Parking requirements for ADUs shall not exceed one parking space per unit or bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway. Guest parking spaces shall not be required for ADUs under any circumstances.

What is Tandem Parking?

Tandem parking means two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another. (Gov. Code, § 65852.2, subds. (a)(1)(D)(x)(I) and (j)(11).)

Local agencies may choose to eliminate or reduce parking requirements for ADUs such as requiring zero or half a parking space per each ADU.

- **Is flexibility for siting parking required?**

Yes. Local agencies should consider flexibility when siting parking for ADUs. Offstreet parking spaces for the ADU shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made. Specific findings must be based on specific site or regional topographical or fire and life safety conditions.

When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, or converted to an ADU, the local agency shall not require that those offstreet parking spaces for the primary unit be replaced. (Gov. Code, § 65852.2, subd. (a)(D)(xi).)

- **Can ADUs be exempt from parking?**

Yes. A local agency shall not impose ADU parking standards for any of the following, pursuant to Government Code section 65852.2, subdivisions (d)(1-5) and (j)(10).

(1) Accessory dwelling unit is located within one-half mile walking distance of public transit.

- (2) Accessory dwelling unit is located within an architecturally and historically significant historic district.
- (3) Accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.

*Note: For the purposes of state ADU law, a jurisdiction may use the designated areas where a car share vehicle may be accessed. Public transit is any location where an individual may access buses, trains, subways and other forms of transportation that charge set fares, run on fixed routes and are available to the general public. Walking distance is defined as the pedestrian shed to reach public transit. Additional parking requirements to avoid impacts to public access may be required in the coastal zone.*

## D) Setbacks

- **Can setbacks be required for ADUs?**

Yes. A local agency may impose development standards, such as setbacks, for the creation of ADUs. Setbacks may include front, corner, street, and alley setbacks. Additional setback requirements may be required in the coastal zone if required by a local coastal program. Setbacks may also account for utility easements or recorded setbacks. However, setbacks must not unduly constrain the creation of ADUs and cannot be required for ADUs proposed pursuant to subdivision (e). Further, a setback of no more than four feet from the side and rear lot lines shall be required for an attached or detached ADU. (Gov. Code, § 65852.2, subd. (a)(1)(D)(vii).)

A local agency may also allow the expansion of a detached structure being converted into an ADU when the existing structure does not have four-foot rear and side setbacks. A local agency may also allow the expansion area of a detached structure being converted into an ADU to have no setbacks, or setbacks of less than four feet, if the existing structure has no setbacks, or has setbacks of less than four feet. A local agency shall not require setbacks of more than four feet for the expanded area of a detached structure being converted into an ADU.

A local agency may still apply front yard setbacks for ADUs, but front yard setbacks cannot preclude a statewide exemption ADU and must not unduly constrain the creation of all types of ADUs. (Gov. Code, § 65852.2, subd. (c).)

## E) Height Requirements

- **Is there a limit on the height of an ADU or number of stories?**

Not in state ADU law, but local agencies may impose height limits provided that the limit is no less than 16 feet. (Gov. Code, § 65852.2, subd. (a)(1)(B)(i).)

## F) Bedrooms

- **Is there a limit on the number of bedrooms?**

State ADU law does not allow for the limitation on the number of bedrooms of an ADU. A limit on the number of bedrooms could be construed as a discriminatory practice towards protected classes, such as familial status, and would be considered a constraint on the development of ADUs.

## G) Impact Fees

- **Can impact fees be charged for an ADU less than 750 square feet?**

No. An ADU is exempt from incurring impact fees from local agencies, special districts, and water corporations if less than 750 square feet. Should an ADU be 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit.

What is “Proportionately”?

“Proportionately” is some amount that corresponds to a total amount, in this case, an impact fee for a single-family dwelling. For example, a 2,000 square foot primary dwelling with a proposed 1,000 square foot ADU could result in 50 percent of the impact fee that would be charged for a new primary dwelling on the same site. In all cases, the impact fee for the ADU must be less than the primary dwelling. Otherwise, the fee is not calculated proportionately. When utilizing proportions, careful consideration should be given to the impacts on costs, feasibility, and ultimately, the creation of ADUs. In the case of the example above, anything greater than 50 percent of the primary dwelling could be considered a constraint on the development of ADUs.

For purposes of calculating the fees for an ADU on a lot with a multifamily dwelling, the proportionality shall be based on the average square footage of the units within that multifamily dwelling structure. For ADUs converting existing space with a 150 square foot expansion, a total ADU square footage over 750 square feet could trigger the proportionate fee requirement. (Gov. Code, § 65852.2, subd. (f)(3)(A).)

- **Can local agencies, special districts or water corporations waive impact fees?**

Yes. Agencies can waive impact and any other fees for ADUs. Also, local agencies may also use fee deferrals for applicants.

- **Can school districts charge impact fees?**

Yes. School districts are authorized but do not have to levy impact fees for ADUs greater than 500 square feet pursuant to Section 17620 of the Education Code. ADUs less than 500 square feet are not subject to school impact fees. Local agencies are encouraged to coordinate with school districts to carefully weigh the importance of promoting ADUs, ensuring appropriate nexus studies and appropriate fees to facilitate construction or reconstruction of adequate school facilities.

- **What types of fees are considered impact fees?**

Impact fees charged for the construction of ADUs must be determined in accordance with the Mitigation Fee Act and generally include any monetary exaction that is charged by a local agency in connection with the approval of an ADU, including impact fees, for the purpose of defraying all or a portion of the cost of public facilities relating to the ADU. A local agency, special district or water corporation shall not consider ADUs as a new residential use for the purposes of calculating connection fees or capacity charges for

utilities, including water and sewer services. However, these provisions do not apply to ADUs that are constructed concurrently with a new single-family home. (Gov. Code, §§ 65852.2, subd. (f), and 66000)

- **Can I still be charged water and sewer connection fees?**

ADUs converted from existing space and JADUs shall not be considered by a local agency, special district or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, unless constructed with a new single-family dwelling. The connection fee or capacity charge shall be proportionate to the burden of the proposed ADU, based on its square footage or plumbing fixtures as compared to the primary dwelling. State ADU law does not cover monthly charge fees. (Gov. Code, § 65852.2, subd. (f)(2)(A).)

## **H) Conversion of Existing Space in Single Family, Accessory and Multifamily Structures and Other Statewide Permissible ADUs (Subdivision (e))**

- **Are local agencies required to comply with subdivision (e)?**

Yes. All local agencies must comply with subdivision (e). This subdivision requires the ministerial approval of ADUs within a residential or mixed-use zone. The subdivision creates four categories of ADUs that should not be subject to other specified areas of ADU law, most notably zoning and development standards. For example, ADUs under this subdivision should not have to comply with lot coverage, setbacks, heights, and unit sizes. However, ADUs under this subdivision must meet the building code and health and safety requirements. The four categories of ADUs under subdivision (e) are:

- b. One ADU and one JADU are permitted per lot within the existing or proposed space of a single-family dwelling, or a JADU within the walls of the single family residence, or an ADU within an existing accessory structure, that meets specified requirements such as exterior access and setbacks for fire and safety.**
- c. One detached new construction ADU that does not exceed four-foot side and rear yard setbacks. This ADU may be combined on the same lot with a JADU and may be required to meet a maximum unit size requirement of 800 square feet and a height limitation of 16 feet.**
- d. Multiple ADUs within the portions of multifamily structures that are not used as livable space. Local agencies must allow at least one of these types of ADUs and up to 25 percent of the existing multifamily structures.**
- e. Up to two detached ADUs on a lot that has existing multifamily dwellings that are subject to height limits of 16 feet and 4-foot rear and side yard setbacks.**

The above four categories are not required to be combined. For example, local governments are not required to allow (a) and (b) together or (c) and (d) together. However, local agencies may elect to allow these ADU types together.

Local agencies shall allow at least one ADU to be created within the non-livable space within multifamily dwelling structures, or up to 25 percent of the existing multifamily dwelling units within a structure and may also allow not more than two ADUs on the lot detached from the multifamily dwelling structure. New detached units are subject to height limits of 16 feet and shall not be required to have side and rear setbacks of more than four feet.

The most common ADU that can be created under subdivision (e) is a conversion of proposed or existing space of a single-family dwelling or accessory structure into an ADU, without any prescribed size limitations, height, setback, lot coverage, architectural review, landscape, or other development standards. This would enable the conversion of an accessory structure, such as a 2,000 square foot garage, to an ADU without any additional requirements other than compliance with building standards for dwellings. These types of ADUs are also eligible for a 150 square foot expansion (see discussion below).

ADUs created under subdivision (e) shall not be required to provide replacement or additional parking. Moreover, these units shall not, as a condition for ministerial approval, be required to correct any existing or created nonconformity. Subdivision (e) ADUs shall be required to be rented for terms longer than 30 days, and only require fire sprinklers if fire sprinklers are required for the primary residence. These ADUs shall not be counted as units when calculating density for the general plan and are not subject to owner-occupancy.

- **Can I convert my accessory structure into an ADU?**

Yes. The conversion of garages, sheds, barns, and other existing accessory structures, either attached or detached from the primary dwelling, into ADUs is permitted and promoted through the state ADU law. These conversions of accessory structures are not subject to any additional development standard, such as unit size, height, and lot coverage requirements, and shall be from existing space that can be made safe under building and safety codes. A local agency should not set limits on when the structure was created, and the structure must meet standards for health and safety. Finally, local governments may also consider the conversion of illegal existing space and could consider alternative building standards to facilitate the conversion of existing illegal space to minimum life and safety standards.

- **Can an ADU converting existing space be expanded?**

Yes. An ADU created within the existing or proposed space of a single-family dwelling or accessory structure can be expanded beyond the physical dimensions of the structure. In addition, an ADU created within an existing accessory structure may be expanded up to 150 square feet without application of local development standards, but this expansion shall be limited to accommodating ingress and egress. An example of where this expansion could be applicable is for the creation of a staircase to reach a second story ADU. These types of ADUs shall conform to setbacks sufficient for fire and safety.

A local agency may allow for an expansion beyond 150 square feet, though the ADU would have to comply with the size maximums as per state ADU law, or a local agency's adopted ordinance.

As a JADU is limited to being created within the walls of a primary residence, this expansion of up to 150 square feet does not pertain to JADUs.

## **I) Nonconforming Zoning Standards**

- **Does the creation of an ADU require the applicant to carry out public improvements?**

No physical improvements shall be required for the creation or conversion of an ADU. Any requirement to carry out public improvements is beyond what is required for the creation of an ADU, as per state law. For example, an applicant shall not be required to improve sidewalks, carry out street improvements, or access improvements to create an ADU. Additionally, as a condition for ministerial approval of an ADU, an applicant shall not be required to correct nonconforming zoning conditions. (Gov. Code, § 65852.2, subd. (e)(2).)

## J) Renter and Owner-occupancy

- **Are rental terms required?**

Yes. Local agencies may require that the property be used for rentals of terms longer than 30 days. ADUs permitted ministerially, under subdivision (e), shall be rented for terms longer than 30 days. (Gov. Code, § 65852.2, subds. (a)(6) & (e)(4).)

- **Are there any owner-occupancy requirements for ADUs?**

No. Prior to recent legislation, ADU laws allowed local agencies to elect whether the primary dwelling or ADU was required to be occupied by an owner. The updates to state ADU law removed the owner-occupancy allowance for newly created ADUs effective January 1, 2020. The new owner-occupancy exclusion is set to expire on December 31, 2024. Local agencies may not retroactively require owner occupancy for ADUs permitted between January 1, 2020, and December 31, 2024.

However, should a property have both an ADU and JADU, JADU law requires owner-occupancy of either the newly created JADU, or the single-family residence. Under this specific circumstance, a lot with an ADU would be subject to owner-occupancy requirements. (Gov. Code, § 65852.2, subd. (a)(2).)

## K) Fire Sprinkler Requirements

- **Are fire sprinklers required for ADUs?**

No. Installation of fire sprinklers may not be required in an ADU if sprinklers are not required for the primary residence. For example, a residence built decades ago would not have been required to have fire sprinklers installed under the applicable building code at the time. Therefore, an ADU created on this lot cannot be required to install fire sprinklers. However, if the same primary dwelling recently undergoes significant remodeling and is now required to have fire sprinklers, any ADU created after that remodel must likewise install fire sprinklers. (Gov. Code, § 65852.2, subds. (a)(1)(D)(xii) and (e)(3).)

Please note, for ADUs created on lots with multifamily residential structures, the entire residential structure shall serve as the “primary residence” for the purposes of this analysis. Therefore, if the multifamily structure is served by fire sprinklers, the ADU can be required to install fire sprinklers.

## L) Solar Panel Requirements

- **Are solar panels required for new construction ADUs?**

Yes, newly constructed ADUs are subject to the Energy Code requirement to provide solar panels if the unit(s) is a newly constructed, non-manufactured, detached ADU. Per the California Energy Commission (CEC), the panels can be installed on the ADU or on the primary dwelling unit. ADUs that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to the Energy Code requirement to provide solar panels.

Please refer to the CEC on this matter. For more information, see the CEC's website [www.energy.ca.gov](http://www.energy.ca.gov). You may email your questions to: [title24@energy.ca.gov](mailto:title24@energy.ca.gov), or contact the Energy Standards Hotline at 800-772-3300. CEC memos can also be found on HCD's website at <https://www.hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>.

### 3. Junior Accessory Dwelling Units (JADUs) – Government Code Section 65852.22

- **Are two JADUs allowed on a lot?**

No. A JADU may be created on a lot zoned for single-family residences with one primary dwelling. The JADU may be created within the walls of the proposed or existing single-family residence, including attached garages, as attached garages are considered within the walls of the existing single-family residence. Please note that JADUs created in the attached garage are not subject to the same parking protections as ADUs and could be required by the local agency to provide replacement parking.

JADUs are limited to one per residential lot with a single-family residence. Lots with multiple detached single-family dwellings are not eligible to have JADUs. (Gov. Code, § 65852.22, subd. (a)(1).)

- **Are JADUs allowed in detached accessory structures?**

No, JADUs are not allowed in accessory structures. The creation of a JADU must be within the single-family residence. As noted above, attached garages are eligible for JADU creation. The maximum size for a JADU is 500 square feet. (Gov. Code, § 65852.22, subds. (a)(1), (a)(4), and (h)(1).)

- **Are JADUs allowed to be increased up to 150 square feet when created within an existing structure?**

No. Only ADUs are allowed to add up to 150 square feet "beyond the physical dimensions of the existing accessory structure" to provide for ingress. (Gov. Code, § 65852.2, subd. (e)(1)(A)(i).)

This provision extends only to ADUs and excludes JADUs. A JADU is required to be created within the single-family residence.

- **Are there any owner-occupancy requirements for JADUs?**

Yes. There are owner-occupancy requirements for JADUs. The owner must reside in either the remaining portion of the primary residence, or in the newly created JADU. (Gov. Code, § 65852.22, subd. (a)(2).)

### 4. Manufactured Homes and ADUs

- **Are manufactured homes considered to be an ADU?**

Yes. An ADU is any residential dwelling unit with independent facilities and permanent provisions for living, sleeping, eating, cooking and sanitation. An ADU includes a manufactured home (Health & Saf. Code, § 18007).

Health and Safety Code section 18007, subdivision (a): **“Manufactured home,”** for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. “Manufactured home” includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

## 5. ADUs and the Housing Element

- **Do ADUs and JADUs count toward a local agency’s Regional Housing Needs Allocation?**

Yes. Pursuant to Government Code section 65852.2 subdivision (m), and section 65583.1, ADUs and JADUs may be utilized towards the Regional Housing Need Allocation (RHNA) and Annual Progress Report (APR) pursuant to Government Code section 65400. To credit a unit toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit. Generally, an ADU, and a JADU with shared sanitation facilities, and any other unit that meets the census definition, and is reported to DOF as part of the DOF annual City and County Housing Unit Change Survey, can be credited toward the RHNA based on the appropriate income level. The housing element or APR must include a reasonable methodology to demonstrate the level of affordability. Local governments can track actual or anticipated affordability to assure ADUs and JADUs are counted towards the appropriate income category. For example, some local governments request and track information such as anticipated affordability as part of the building permit or other applications.

- **Is analysis required to count ADUs toward the RHNA in the housing element?**

Yes. To calculate ADUs in the housing element, local agencies must generally use a three-part approach: (1) development trends, (2) anticipated affordability and (3) resources and incentives. Development trends must consider ADUs permitted in the prior planning period and may also consider more recent trends. Anticipated affordability can use a variety of methods to estimate the affordability by income group. Common approaches include rent surveys of ADUs, using rent surveys and square footage assumptions and data available through the APR pursuant to Government Code section 65400. Resources and incentives include policies and programs to encourage ADUs, such as prototype plans, fee waivers, expedited procedures and affordability monitoring programs.

- **Are ADUs required to be addressed in the housing element?**

Yes. The housing element must include a description of zoning available to permit ADUs, including development standards and analysis of potential constraints on the development of ADUs. The element must include programs as appropriate to address identified constraints. In addition, housing elements must

include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction and operation of affordable ADUs. (Gov. Code, § 65583 and Health & Saf. Code, § 50504.5.)

## 6. Homeowners Association

- **Can my local Homeowners Association (HOA) prohibit the construction of an ADU or JADU?**

No. Assembly Bill 670 (2019) and AB 3182 (2020) amended Section 4751, 4740, and 4741 of the Civil Code to preclude common interest developments from prohibiting or unreasonably restricting the construction or use, including the renting or leasing of, an ADU on a lot zoned for single-family residential use. Covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on such lots are void and unenforceable or may be liable for actual damages and payment of a civil penalty. Applicants who encounter issues with creating ADUs or JADUs within CC&Rs are encouraged to reach out to HCD for additional guidance.

## 7. Enforcement

- **Does HCD have enforcement authority over ADU ordinances?**

Yes. After adoption of the ordinance, HCD may review and submit written findings to the local agency as to whether the ordinance complies with state ADU law. If the local agency's ordinance does not comply, HCD must provide a reasonable time, no longer than 30 days, for the local agency to respond, and the local agency shall consider HCD's findings to amend the ordinance to become compliant. If a local agency does not make changes and implements an ordinance that is not compliant with state law, HCD may refer the matter to the Attorney General.

In addition, HCD may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify ADU law.

## 8. Other

- **Are ADU ordinances existing prior to new 2020 laws null and void?**

No. Ordinances existing prior to the new 2020 laws are only null and void to the extent that existing ADU ordinances conflict with state law. Subdivision (a)(4) of Government Code Section 65852.2 states an ordinance that fails to meet the requirements of subdivision (a) shall be null and void and shall apply the state standards (see Attachment 3) until a compliant ordinance is adopted. However, ordinances that substantially comply with ADU law may continue to enforce the existing ordinance to the extent it complies with state law. For example, local governments may continue the compliant provisions of an ordinance and apply the state standards where pertinent until the ordinance is amended or replaced to fully comply with ADU law. At the same time, ordinances that are fundamentally incapable of being enforced because key provisions are invalid -- meaning there is not a reasonable way to sever conflicting provisions and apply the remainder of an ordinance in a way that is consistent with state law -- would be fully null and void and must follow all state standards until a compliant ordinance is adopted.

- **Do local agencies have to adopt an ADU ordinance?**

No. Local governments may choose not to adopt an ADU ordinance. Should a local government choose to not adopt an ADU ordinance, any proposed ADU development would be only subject to standards set in state ADU law. If a local agency adopts an ADU ordinance, it may impose zoning, development, design, and other standards in compliance with state ADU law. (See Attachment 4 for a state standards checklist.)

- **Is a local government required to send an ADU ordinance to the California Department of Housing and Community Development (HCD)?**

Yes. A local government, upon adoption of an ADU ordinance, must submit a copy of the adopted ordinance to HCD within 60 days after adoption. After the adoption of an ordinance, the Department may review and submit written findings to the local agency as to whether the ordinance complies with this section. (Gov. Code, § 65852.2, subd. (h)(1).)

Local governments may also submit a draft ADU ordinance for preliminary review by HCD. This provides local agencies the opportunity to receive feedback on their ordinance and helps to ensure compliance with the new state ADU law.

- **Are charter cities and counties subject to the new ADU laws?**

Yes. ADU law applies to a local agency which is defined as a city, county, or city and county, whether general law or chartered. (Gov. Code, § 65852.2, subd. (j)(5)).

Further, pursuant to Chapter 659, Statutes of 2019 (AB 881), the Legislature found and declared ADU law as “...a matter of statewide concern rather than a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution” and concluded that ADU law applies to all cities, including charter cities.

- **Do the new ADU laws apply to jurisdictions located in the Coastal Zone?**

Yes. ADU laws apply to jurisdictions in the Coastal Zone, but do not necessarily alter or lessen the effect or application of Coastal Act resource protection policies. (Gov. Code, § 65852.22, subd. (l)).

Coastal localities should seek to harmonize the goals of protecting coastal resources and addressing housing needs of Californians. For example, where appropriate, localities should amend Local Coastal Programs for California Coastal Commission review to comply with the California Coastal Act and new ADU laws. For more information, see the [California Coastal Commission 2020 Memo](#) and reach out to the locality’s local Coastal Commission district office.

- **What is considered a multifamily dwelling?**

For the purposes of state ADU law, a structure with two or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-unit dwellings on the same lot are not considered multifamily dwellings for the purposes of state ADU law.

## Resources



## Attachment 1: Statutory Changes (Strikeout/Italics and Underline)

### GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 4, ARTICLE 2

#### Combined changes from (AB 3182 Accessory Dwelling Units) and (AB 881, AB 68 and SB 13 Accessory Dwelling Units)

(Changes noted in strikeout, underline/italics)

Effective January 1, 2021, Section 65852.2 of the Government Code is amended to read:

#### **65852.2.**

- (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:
- (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.
- (B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.
- (ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.
- (C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.
- (D) Require the accessory dwelling units to comply with all of the following:
- (i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
- (ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.
- (iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
- (iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.
- (v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.
- (vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- (vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.
- (viii) Local building code requirements that apply to detached dwellings, as appropriate.
- (ix) Approval by the local health officer where a private sewage disposal system is being used, if required.
- (x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
- (II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
- (III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).
- (xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.
- (xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, including any owner-occupant requirement, except that a local agency may require that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit ~~or~~ **and** one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

- (f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).
- (2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.
- (3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.
- (B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.
- (4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.
- (5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.
- (g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.
- (h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.
- (2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.
- (B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:
- (i) Amend the ordinance to comply with this section.
- (ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.
- (3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.
- (B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.
- (i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.
- (j) As used in this section, the following terms mean:
- (1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
- (A) An efficiency unit.
- (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

- (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
  - (3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
  - (4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
  - (5) "Local agency" means a city, county, or city and county, whether general law or chartered.
  - (6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
  - (7) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
  - (8) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
  - (9) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
  - (10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
  - (k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.
  - (l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.
  - (m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.
  - (n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:
    - (1) The accessory dwelling unit was built before January 1, 2020.
    - (2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.
  - (o) This section shall remain in effect only until January 1, 2025, and as of that date is repealed.
- (Becomes operative on January 1, 2025)**

Section 65852.2 of the Government Code is amended to read (changes from January 1, 2021 statute noted in underline/italic):

**65852.2.**

- (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:
  - (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.
  - (B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.
  - (ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.
  - (C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

- (i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
  - (ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.
  - (iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
  - (iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.
  - (v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.
  - (vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
  - (vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.
  - (viii) Local building code requirements that apply to detached dwellings, as appropriate.
  - (ix) Approval by the local health officer where a private sewage disposal system is being used, if required.
  - (x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
  - (II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
  - (III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).
  - (xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.
  - (xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.
- (2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.
- (4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.
- (5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.
- (6) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed

accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or ~~imposed, including any owner-occupant requirement, except that~~ imposed except that, subject to subparagraph (B), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(B) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency was prohibited from imposing an owner-occupant requirement.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit ~~or~~ and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not

more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (6) of subdivision (a).

~~(4)~~ (5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

~~(5)~~ (6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

~~(6)~~ (7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision

(b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family ~~home-~~ dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the

Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(7) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(8) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(9) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit

applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall ~~remain in effect only until January 1, 2025, and as of that date is repealed.~~ *become operative on January 1, 2025.*

Effective January 1, 2021, Section 4740 of the Civil Code is amended to read (changes noted in strikeout, underline/italics) (AB 3182 (Ting)):

#### **4740.**

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to ~~his or~~ *her* ~~their~~ separate interest.

~~(b) Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.~~

~~(c)~~ *(b)* For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

(1) Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.

(2) Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

~~(d)~~ *(c)* Prior to renting or leasing ~~his or her~~ *their* separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or lessee or the prospective tenant's or lessee's representative.

~~(e)~~ *(d)* Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

~~(f) This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.~~

Effective January 1, 2021 of the *Section 4741 is added to the Civil Code, to read (AB 3182 (Ting)):*

#### **4741.**

*(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits, has the effect of prohibiting, or unreasonably restricts the rental or leasing of any of the separate interests, accessory dwelling units, or junior accessory dwelling units in that common interest development to a renter, lessee, or tenant.*

*(b) A common interest development shall not adopt or enforce a provision in a governing document or amendment to a governing document that restricts the rental or lease of separate interests within a common interest to less than 25 percent of the separate interests. Nothing in this subdivision prohibits a common interest development from adopting or enforcing a provision authorizing a higher percentage of separate interests to be rented or leased.*

*(c) This section does not prohibit a common interest development from adopting and enforcing a provision in a*

governing document that prohibits transient or short-term rental of a separate property interest for a period of 30 days or less.

(d) For purposes of this section, an accessory dwelling unit or junior accessory dwelling unit shall not be construed as a separate interest.

(e) For purposes of this section, a separate interest shall not be counted as occupied by a renter if the separate interest, or the accessory dwelling unit or junior accessory dwelling unit of the separate interest, is occupied by the owner.

(f) A common interest development shall comply with the prohibition on rental restrictions specified in this section on and after January 1, 2021, regardless of whether the common interest development has revised their governing documents to comply with this section. However, a common interest development shall amend their governing documents to conform to the requirements of this section no later than December 31, 2021.

(g) A common interest development that willfully violates this section shall be liable to the applicant or other party for actual damages, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(h) In accordance with Section 4740, this section does not change the right of an owner of a separate interest who acquired title to their separate interest before the effective date of this section to rent or lease their property.

Effective January 1, 2020, Section 65852.22 of the Government Code ~~is~~ was amended to read (AB 68 (Ting)):  
**65852.22.**

(a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the walls of proposed or existing single-family residence.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. The permitting agency shall act on the application to create a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, the local agency shall ministerially approve a permit to construct a junior accessory dwelling unit that satisfies the requirements set forth in subparagraph (A) of paragraph (1) of subdivision (e) of Section 65852.2 and the requirements of this section.

(h) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

Effective January 1, 2020 Section 17980.12 is was added to the Health and Safety Code, immediately following Section 17980.11, to read (SB 13 (Wieckowski)):

**17980.12.**

(a) (1) An enforcement agency, until January 1, 2030, that issues to an owner of an accessory dwelling unit described in subparagraph (A) or (B) below, a notice to correct a violation of any provision of any building standard pursuant to this part shall include in that notice a statement that the owner of the unit has a right to request a delay in enforcement pursuant to this subdivision:

(A) The accessory dwelling unit was built before January 1, 2020.

(B) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(2) The owner of an accessory dwelling unit that receives a notice to correct violations or abate nuisances as described in paragraph (1) may, in the form and manner prescribed by the enforcement agency, submit an application to the enforcement agency requesting that enforcement of the violation be delayed for five years on the basis that correcting the violation is not necessary to protect health and safety.

(3) The enforcement agency shall grant an application described in paragraph (2) if the enforcement determines that correcting the violation is not necessary to protect health and safety. In making this determination, the enforcement agency shall consult with the entity responsible for enforcement of building standards and other regulations of the State Fire Marshal pursuant to Section 13146.

(4) The enforcement agency shall not approve any applications pursuant to this section on or after January 1, 2030. However, any delay that was approved by the enforcement agency before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the initial approval of the application pursuant to paragraph (3).

(b) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in Section 65852.2.

(c) This section shall remain in effect only until January 1, 2035, and as of that date is repealed.

**GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 4, ARTICLE 2**  
**AB 587 Accessory Dwelling Units**

Effective January 1, 2020 Section 65852.26 ~~is~~ was added to the Government Code, immediately following Section 65852.25, to read (AB 587 (Friedman)):

**65852.26.**

(a) Notwithstanding clause (i) of subparagraph (D) of paragraph (1) of subdivision (a) of Section 65852.2, a local agency may, by ordinance, allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if all of the following apply:

(1) The property was built or developed by a qualified nonprofit corporation.

(2) There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

(3) The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

(A) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling each qualified buyer occupies.

(B) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation to buy the property if the buyer desires to sell or convey the property.

(C) A requirement that the qualified buyer occupy the property as the buyer's principal residence.

(D) Affordability restrictions on the sale and conveyance of the property that ensure the property will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

(4) A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

(5) Notwithstanding subparagraph (A) of paragraph (2) of subdivision (f) of Section 65852.2, if requested by a utility providing service to the primary residence, the accessory dwelling unit has a separate water, sewer, or electrical connection to that utility.

(b) For purposes of this section, the following definitions apply:

(1) "Qualified buyer" means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(2) "Qualified nonprofit corporation" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

**CIVIL CODE: DIVISION 4, PART 5, CHAPTER 5, ARTICLE 1**  
**AB 670 Accessory Dwelling Units**

Effective January 1, 2020, Section 4751 ~~is~~ was added to the Civil Code, to read (AB 670 (Friedman)):

**4751.**

(a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the requirements of Section 65852.2 or 65852.22 of the Government Code, is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on accessory dwelling units or junior accessory dwelling units. For purposes of this subdivision, "reasonable restrictions" means restrictions that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability

to otherwise construct, an accessory dwelling unit or junior accessory dwelling unit consistent with the provisions of Section 65852.2 or 65852.22 of the Government Code.

**GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 3, ARTICLE 10.6**

**AB 671 Accessory Dwelling Units**

Effective January 1, 2020, Section 65583(c)(7) of the Government Code ~~is~~ was added to read (sections of housing element law omitted for conciseness) (AB 671 (Friedman)):

**65583(c)(7).**

Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent, as defined in Section 50053 of the Health and Safety Code, for very low, low-, or moderate-income households. For purposes of this paragraph, "accessory dwelling units" has the same meaning as "accessory dwelling unit" as defined in paragraph (4) of subdivision (i) of Section 65852.2.

Effective January 1, 2020, Section 50504.5 ~~is~~ was added to the Health and Safety Code, to read (AB 671 (Friedman)):

**50504.5.**

(a) The department shall develop by December 31, 2020, a list of existing state grants and financial incentives for operating, administrative, and other expenses in connection with the planning, construction, and operation of an accessory dwelling unit with affordable rent, as defined in Section 50053, for very low, low-, and moderate-income households.

(b) The list shall be posted on the department's internet website by December 31, 2020.

(c) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in paragraph (4) of subdivision (i) of Section 65852.2 of the Government Code.

**Attachment 2: State Standards Checklist**

YES/NO	STATE STANDARD*	GOVERNMENT CODE SECTION
	Unit is not intended for sale separate from the primary residence and may be rented.	65852.2(a)(1)(D)(i)
	Lot is zoned for single-family or multifamily use and contains a proposed, or existing, dwelling.	65852.2(a)(1)(D)(ii)
	The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure, or detached from the proposed or existing dwelling and located on the same lot as the proposed or existing primary dwelling.	65852.2(a)(1)(D)(iii)
	Increased floor area of an attached accessory dwelling unit does not exceed 50 percent of the existing primary dwelling but shall be allowed to be at least 800/850/1000 square feet.	65852.2(a)(1)(D)(iv), (c)(2)(B) & C)
	Total area of floor area for a detached accessory dwelling unit does not exceed 1,200 square feet.	65852.2(a)(1)(D)(v)
	Passageways are not required in conjunction with the construction of an accessory dwelling unit.	65852.2(a)(1)(D)(vi)
	Setbacks are not required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.	65852.2(a)(1)(D)(vii)
	Local building code requirements that apply to detached dwellings are met, as appropriate.	65852.2(a)(1)(D)(viii)
	Local health officer approval where a private sewage disposal system is being used, if required.	65852.2(a)(1)(D)(ix)
	Parking requirements do not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on an existing driveway.	65852.2(a)(1)(D)(x)(I)

## Attachment 3: Bibliography

### [ACCESSORY DWELLING UNITS: CASE STUDY](#) (26 pp.)

By the United States Department of Housing and Urban Development, Office of Policy Development and Research. (2008)

Introduction: Accessory dwelling units (ADUs) — also referred to as accessory apartments, ADUs, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities and can be either attached or detached from the main residence. This case study explores how the adoption of ordinances, with reduced regulatory restrictions to encourage ADUs, can be advantageous for communities. Following an explanation of the various types of ADUs and their benefits, this case study provides examples of municipalities with successful ADU legislation and programs. Section titles include: History of ADUs; Types of Accessory Dwelling Units; Benefits of Accessory Dwelling Units; and Examples of ADU Ordinances and Programs.

### [THE MACRO VIEW ON MICRO UNITS](#) (46 pp.)

By Bill Whitlow, et al. – Urban Land Institute (2014)  
Library Call #: H43 4.21 M33 2014

The Urban Land Institute Multifamily Housing Councils were awarded a ULI Foundation research grant in fall 2013 to evaluate from multiple perspectives the market performance and market acceptance of micro and small units.

### [SECONDARY UNITS AND URBAN INFILL: A Literature Review](#) (12 pp.)

By Jake Wegmann and Alison Nemirow (2011)  
UC Berkeley: IURD  
Library Call # D44 4.21 S43 2011

This literature review examines the research on both infill development in general, and secondary units in particular, with an eye towards understanding the similarities and differences between infill as it is more traditionally understood – i.e., the development or redevelopment of entire parcels of land in an already urbanized area – and the incremental type of infill that secondary unit development constitutes.

### [RETHINKING PRIVATE ACCESSORY DWELLINGS](#) (5 pp.)

By William P. Macht. Urbanland online. (March 6, 2015)  
Library Location: Urbanland 74 (1/2) January/February 2015, pp. 87-91.

One of the large impacts of single-use, single-family detached zoning has been to severely shrink the supply of accessory dwellings, which often were created in or near primary houses. Detached single-family dwelling zones—the largest housing zoning category—typically preclude more than one dwelling per lot except under stringent regulation, and then only in some jurisdictions. Bureaucratically termed “accessory dwelling units” that are allowed by some jurisdictions may encompass market-derived names such as granny flats, granny cottages, mother-in-law suites, secondary suites, backyard cottages, casitas, carriage flats, sidekick houses, basement apartments, attic apartments, laneway houses, multigenerational homes, or home-within-a-home.

[Regulating ADUs in California: Local Approaches & Outcomes](#) (44 pp.)

By Deidra Pfeiffer  
Turner Center for Housing and Innovation, UC Berkeley

Accessory dwelling units (ADU) are often mentioned as a key strategy in solving the nation's housing problems, including housing affordability and challenges associated with aging in place. However, we know little about whether formal ADU practices—such as adopting an ordinance, establishing regulations, and permitting—contribute to these goals. This research helps to fill this gap by using data from the Turner California Residential Land Use Survey and the U.S. Census Bureau to understand the types of communities engaging in different kinds of formal ADU practices in California, and whether localities with adopted ordinances and less restrictive regulations have more frequent applications to build ADUs and increasing housing affordability and aging in place. Findings suggest that three distinct approaches to ADUs are occurring in California: 1) a more restrictive approach in disadvantaged communities of color, 2) a moderately restrictive approach in highly advantaged, predominately White and Asian communities, and 3) a less restrictive approach in diverse and moderately advantaged communities. Communities with adopted ordinances and less restrictive regulations receive more frequent applications to build ADUs but have not yet experienced greater improvements in housing affordability and aging in place. Overall, these findings imply that 1) context-specific technical support and advocacy may be needed to help align formal ADU practices with statewide goals, and 2) ADUs should be treated as one tool among many to manage local housing problems.

[ADU Update: Early Lessons and Impacts of California's State and Local Policy Changes](#) (8 p.)

By David Garcia (2017)  
Turner Center for Housing and Innovation, UC Berkeley

As California's housing crisis deepens, innovative strategies for creating new housing units for all income levels are needed. One such strategy is building Accessory Dwelling Units (ADUs) by private homeowners. While large scale construction of new market rate and affordable homes is needed to alleviate demand-driven rent increases and displacement pressures, ADUs present a unique opportunity for individual homeowners to create more housing as well. In particular, ADUs can increase the supply of housing in areas where there are fewer opportunities for larger-scale developments, such as neighborhoods that are predominantly zoned for and occupied by single-family homes.

In two of California's major metropolitan areas -- Los Angeles and San Francisco -- well over three quarters of the total land area is comprised of neighborhoods where single-family homes make up at least 60 percent of the community's housing stock. Across the state, single-family detached units make up 56.4 percent of the overall housing stock. Given their prevalence in the state's residential land use patterns, increasing the number of single-family homes that have an ADU could contribute meaningfully to California's housing shortage.

[Jumpstarting the Market for Accessory Dwelling Units: Lessons Learned from Portland, Seattle and Vancouver](#) (29 pp.)

By Karen Chapple et al (2017)  
Turner Center for Housing and Innovation, UC Berkeley

Despite government attempts to reduce barriers, a widespread surge of ADU construction has not materialized. The ADU market remains stalled. To find out why, this study looks at three cities in the Pacific Northwest of the United States and Canada that have seen a spike in construction in recent years: Portland, Seattle, and Vancouver. Each city has adopted a set of zoning reforms, sometimes in combination with financial incentives and outreach programs, to spur ADU construction. Due to these changes, as well as the acceleration of the housing crisis in each city, ADUs have begun blossoming.

[Accessory Dwelling Units as Low-Income Housing: California's Faustian Bargain](#) (37 pp.)

By Darrel Ramsey-Musolf (2018)

University of Massachusetts Amherst, ScholarWorks@UMass Amherst

In 2003, California allowed cities to count accessory dwelling units (ADU) towards low-income housing needs. Unless a city's zoning code regulates the ADU's maximum rent, occupancy income, and/or effective period, then the city may be unable to enforce low-income occupancy. After examining a stratified random sample of 57 low-, moderate-, and high-income cities, the high-income cities must proportionately accommodate more low-income needs than low-income cities. By contrast, low-income cities must quantitatively accommodate three times the low-income needs of high-income cities. The sample counted 750 potential ADUs as low-income housing. Even though 759 were constructed, no units were identified as available low-income housing. In addition, none of the cities' zoning codes enforced low-income occupancy. Inferential tests determined that cities with colleges and high incomes were more probable to count ADUs towards overall and low-income housing needs. Furthermore, a city's count of potential ADUs and cities with high proportions of renters maintained positive associations with ADU production, whereas a city's density and prior compliance with state housing laws maintained negative associations. In summary, ADUs did increase local housing inventory and potential ADUs were positively associated with ADU production, but ADUs as low-income housing remained a paper calculation.