



CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
MONDAY, JULY 15, 2024

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER STREET
SAN FERNANDO, CA 91340

Please visit the City’s YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at: <https://www.youtube.com/c/CityOfSanFernando>

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 in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at cityclerk@sfcity.org at least 2 business days prior to the meeting.

CALL TO ORDER - SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

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

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RECESS TO CLOSED SESSION

A) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Subject Property: City owned parcels at Assessor Identification Numbers (APN): 2521-031-901, 902, and 903

Party Negotiation with: Aaron Aszkenazy, Aszkenazy Development and Rudy J. Ortega, Jr., Fernandeno Tataviam Band of Mission Indians

City Representative: Nick Kimball, City Manager and Kanika Kith, Deputy City Manager/Economic Development

B) **CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6:**

Designated City Negotiators: City Manager Nick Kimball

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

C) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:**

City Representative: City Attorney Richard Padilla

Unrepresented Employee: City Manager

D) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF LITIGATION:**

Two (2) Matters

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

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REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube, at: <https://www.youtube.com/c/CityOfSanFernando>

SUBMIT PUBLIC COMMENT IN PERSON

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **12:00 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 and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING 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. Note: This is audio only and no video.

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.

CALL TO ORDER - REGULAR MEETING **6:00 P.M. (OPEN SESSION)**

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City’s legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

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PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING 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.

DECORUM AND ORDER

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

PUBLIC STATEMENTS

Members of the public **may provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

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Members of the public may provide **a live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

CONSENT CALENDAR

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

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council Resolution No. 24-072 approving the Warrant Register.

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2) CONSIDERATION TO APPROVE A SECOND READING AND ADOPT ORDINANCE NO. 1726 APPROVING AN AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, ADDING ARTICLE VII OF CHAPTER 74 TO PROHIBIT ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO, AS AMENDED

Recommend that the City Council adopt Ordinance No. 1726 that was introduced for first reading at the City Council meeting of July 1, 2024, in title only and waive further reading, approving an amendment to the San Fernando Municipal Code, adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in public places within the City limits of San Fernando, as Amended to correct Section 74.282. – Enforcement to read as follows:

Sec. 74-282. - Enforcement.

Violations of this Article may be prosecuted as misdemeanors under Article II of Chapter 1 or as public nuisances under Article III of Chapter 1. The enforcement procedures of these Articles are in addition to any specific enforcement procedures set forth in this Article. Unless otherwise expressly provided, the remedies and penalties provided by this Chapter are cumulative to each other, and to the remedies and penalties available under any other provision of this Code and any other laws.

3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES TO PARTICIPATE IN THE TASKFORCE FOR REGIONAL AUTO THEFT PREVENTION

Recommend that the City Council:

- a. Adopt Resolution No. 8322 approving the form of a Memorandum of Understanding and funding agreement with the County of Los Angeles to participate in the Taskforce for Regional Autotheft Prevention;
- b. Approve a MOU and Funding Agreement with the County of Los Angeles (Contract No. 2269) to participate in the Taskforce for Regional Autotheft Prevention and allow one full-time San Fernando Police Officer to be assigned to the Taskforce in an effort to deter and reduce incidents of vehicle theft, increase recovery rates of stolen vehicles, and identify trends and patterns in vehicle theft;
- c. Authorize the San Fernando Police Chief to assign San Fernando Police Officer(s) to the TRAP program subject to available resources; and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

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4) CONSIDERATION TO ACCEPT THE CALIFORNIA HIGHWAY PATROL – CANNABIS TAX FUND GRANT PROGRAM FUNDS TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS, AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Accept the California Highway Patrol – Cannabis Tax Fund Grant Program funds (Contract No. 2267) in the amount of \$103,412.20, to help address the dangers of impaired driving involving alcohol and/or drugs by conducting Driving Under the Influence Checkpoints, Saturation Patrols, providing Community training on the dangers of DUI and Driving Under the Influence of Drugs, and purchasing tools to assist in DUI prevention and enforcement efforts;
- b. Adopt Resolution No. 8321 amending the budget for Fiscal Year 2024-2025 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

5) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO DIXON RESOURCES UNLIMITED FOR RESIDENTIAL PARKING PROGRAM IMPLEMENTATION SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Dixon Resources Unlimited (Contract No. 2268) for residential parking program implementation services in an amount not to exceed \$84,735;
- b. Approve a contingency in the amount of \$8,500 to cover additional in-person and or virtual community/City Council meeting (if deemed necessary); and
- c. Authorize the City Manager to execute the Agreement and all related documents and make any non-substantive changes.

ADMINISTRATIVE REPORTS

6) DISCUSSION ON PROCEDURE FOR COLLECTION OF DELINQUENT ACCOUNTS AND CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING TO ASSESS REAL PROPERTY FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

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Recommend that the City Council:

- a. Discuss the procedure for collecting delinquent solid waste collection utility accounts, including a possible amendment to Contract No. 1731, as amended, to remove the authority to reduce or discontinue service due to non-payment (Attachment “A”); and
- b. Adopt Resolution No. 8315 (Attachment “B”) declaring the City Council’s intention to assess real property for non-payment of solid waste collection services billings and setting the date for the Public Hearing on August 5, 2024; or
- c. Provide additional direction, if appropriate.

7) DISCUSSION AND CONSIDERATION TO APPROVE THE DISCONTINUATION OF RESIDENTIAL WATER SERVICES FOR NON-PAYMENT POLICY AS REQUIRED BY SENATE BILL 998 AND SENATE BILL 3

Recommend that the City Council approve the *Discontinuation of Residential Water Services for Non-Payment Policy* as required by Senate Bill 998 and Senate Bill 3.

8) DISCUSSION AND CONSIDERATION OF THE FISCAL YEAR 2023-2024 MURAL FUND FOR PUBLIC ART ENHANCEMENT

Recommend that the City Council:

- a. Discuss and consider the Fiscal Year 2023-2024 Mural Fund for Public Art Budget Enhancement; and
- b. Provide staff direction, as appropriate.

9) DISCUSSION AND REQUEST FOR DIRECTION REGARDING POSSIBLE AMENDMENTS TO THE SAN FERNANDO MUNICIPAL CODE CAMPAIGN CONTRIBUTION LIMITS AND OTHER CAMPAIGN-RELATED REGULATIONS

Recommend that the City Council:

- a. Discuss the City’s Campaign Contribution Limits, Ordinance No. 1560; and other campaign-related regulations; and
- b. Provide direction to staff, as applicable.

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10) DISCUSSION AND UPDATE REGARDING THE HOME REHABILITATION LOAN PROGRAM

Recommend that the City Council:

- a. Receive an update from staff related to the establishment of a Home Rehabilitation Loan Program; and
- b. Provide direction to staff, as applicable.

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 August 5, 2024.

AFFIDAVIT OF POSTING

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.

Dated: _____ at: _____

Signed By: _____

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours.



Regular Meeting
San Fernando City Council

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: July 15, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-072 (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/City Treasurer 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/City Treasurer 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. 24-072, including:
 - Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-072

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 24-072**

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

1. That the Payment Demand/Voucher List (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 15th day of July 2024.

Celeste T. Rodriguez, Mayor of the
City of San Fernando, California

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. 24-072, 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 15th day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

vchlist **Voucher List** Page: 1
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236578	7/15/2024	894194 4LEAF, INC	J4231D-R	13173	DEVELOPMENT OF STANDARD OPERA 001-150-0000-4270	2,887.50 Total : 2,887.50
236579	7/15/2024	892552 A & M CATERING, INC.	0076 0077	13063 13063	CATERING SERVICE FOR (2) SENIOR C 004-2380 CATERING SERVICE FOR (2) SENIOR C 004-2380	661.50 661.50 Total : 1,323.00
236580	7/15/2024	894447 ACOSTA, STEVE	845135		SENIOR TRIP REFUND - SANTA BARBA 004-2383	50.00 Total : 50.00
236581	7/15/2024	888356 ADVANCED AUTO REPAIR	1664	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0390-4400	495.00 Total : 495.00
236582	7/15/2024	890006 AGUIRRE, PETER	TRAVEL		PER DIEM-APP TRAINING ON 07/08-07/ 001-224-0000-4360	80.00 Total : 80.00
236583	7/15/2024	891739 ALAS MEDIA	202109	13150	VIDEO TUTORIAL FOR CD ONLINE PER 001-140-0000-4270	2,900.00 Total : 2,900.00
236584	7/15/2024	100143 ALONSO, SERGIO	JUNE 2024	13077	MMAPI INSTRUCTOR 109-424-3614-4260	1,260.00 Total : 1,260.00
236585	7/15/2024	887695 AL'S KUBOTA TRACTOR	280942		VEHICLE MAINT-PK1173 041-320-0390-4400	347.99 Total : 347.99
236586	7/15/2024	892975 ALTA LANGUAGE SERVICES INC	IS727282		BILINGUAL TRANSLATION TEST 001-106-0000-4270	396.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236586	7/15/2024	892975 892975 ALTA LANGUAGE SERVICES INC	(Continued)			Total : 396.00
236587	7/15/2024	894078 AMERICAN BUSINESS BANK	019A 19		5% RETENTION HELD-UPPER RESERV 070-2037 5% RETENTION HELD-UPPER RESERV 070-2037	10,257.58 836.25 Total : 11,093.83
236588	7/15/2024	887270 AMERICAN TRANSPORTATION SYSTEM	136912	13184	JOSHUA TREE NATIONAL PARK OVERN 007-440-0443-4260	2,971.00 Total : 2,971.00
236589	7/15/2024	891209 AUTONATION SSC	533174	13006	FORD GENUINE PARTS FOR VARIOUS 041-1215	94.13 Total : 94.13
236590	7/15/2024	889274 BOWDEN MORENO, LINDA	REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B 001-420-0000-4300	75.00 Total : 75.00
236591	7/15/2024	893527 BURGOS, YOLANDA	845137		SENIOR TRIP REFUND - SANTA BARBA 004-2383	20.00 Total : 20.00
236592	7/15/2024	894320 BUSH INDUSTRIES INC.	SI411119	13168	CITY COUNCIL OFFICE FURNITURE 001-101-0000-4500	2,403.73 Total : 2,403.73
236593	7/15/2024	888800 BUSINESS CARD	061124 061224 062124 062424 062524		REGISTRATION-MEETING ON 06/10/24 001-105-0000-4370 2024 ICA SUMMER CONF REGISTRATI 001-101-0114-4370 MEMBERSHIP DUES-A. RODRIGUEZ 001-152-0000-4380 SUPPLIES-ONGOING SENIOR BINGO 004-2382 004-2346 OFFICE SUPPLIES	70.00 900.00 100.00 37.40 37.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236593	7/15/2024	888800 BUSINESS CARD	(Continued)			
			062624		001-420-0000-4300 REGISTRATION-MEETING ON 08/01/24	90.58
			062624-1		001-101-0114-4370 REMARKABLE TABLET	75.00
			062624-2		001-130-0000-4300 WIRELESS HEADSET	605.27
			062624-3		028-155-0000-4300 DUAL MONITOR STAND	190.72
			062624-4		001-130-0000-4300 OFFICE MINI REFRIG	59.52
			062624-5		001-420-0000-4300 PROTABLE SSD	270.11
			062724		001-222-0000-4300 MID YEAR STRATEGIC PLANNING REV	235.36
			062724		001-105-0000-4270 TV FOR WAYFINDING PROGRAM	530.00
			062724-1		001-190-0000-4267 PROPERTY CONTROL SUPPLIES	651.43
			062724-2		001-222-0000-4300 OFFICE CHAIRS	65.01
			062724-3		001-101-0000-4500 TELEVISION-WAYFINDING PROGRAM	440.90
			062724-4		001-190-0000-4267 TV MOUNT-WAYFINDING PROG	144.09
			062724-5		001-190-0000-4267 STAND UP DESK CONVERTER	52.40
			062724-6		001-130-0000-4300 OFFICE SUPPLIES	275.61
			062824		001-420-0000-4300 (4000) OUTREACH POSTCARDS	28.63
			062824-1		028-155-0000-4300 FACILITY & PROGRAM EQUIPMENT	243.53
			062824-2		001-420-0000-4300 OFFICE SUPPLIES	645.66
			070124		001-105-0000-4300 SUPPLIES-ONGOING SENIOR BINGO	158.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236593	7/15/2024	888800 BUSINESS CARD	(Continued)			
			070124-1		004-2382 004-2346 FOLDING UTILITY CART	66.15
			070124-2		001-155-0000-4300 DIGITAL CAMERAS & ACCESSORIES	44.09
			070224		001-152-0000-4300 MONTHLY EMAIL-JULY 2024	881.76
			070424		001-135-0000-4260 DJ SERVICES-4TH OF JULY CELEBRAT	2,017.18
			070424-1		004-2385 COMMUNITY EVENT PERMIT (4TH OF J	675.00
			070424-2		004-2385 SRV FEE-COMMUNITY EVENT PERMIT	1,150.00
					004-2385 Total :	25.53 10,833.19
236594	7/15/2024	887810 CALGROVE RENTALS, INC.	186239-1	12947	RENTAL OF GENERATOR & LIGHT TOW	
					070-384-0000-4310	290.98
					Total :	290.98
236595	7/15/2024	894805 CALIFORNIA CADET CORPS	FY23/24		CIF: CA CADETS PROGRAMS	
					053-101-0107-4430	189.73
					Total :	189.73
236596	7/15/2024	889056 CALLEROS, MARIA	REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B	
					001-420-0000-4300	75.00
					Total :	75.00
236597	7/15/2024	894600 CARGILL, INCORPORATED	2909631330	13088	NSF CERTIFIED BULK SALT FOR THE II	
					070-384-0857-4260	5,992.09
					Total :	5,992.09
236598	7/15/2024	891860 CARL WARREN & COMPANY	20552-20608		REIMB. TO ITF ACCT (LIABILITY CLAIM	
					006-1037	22,565.24
					Total :	22,565.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236599	7/15/2024	894555 CARRASCO, ALICIA	512138		SENIOR TRIP REFUND - SANTA BARBA 004-2383	50.00
			845139		SENIOR TRIP REFUND - SANTA BARBA 004-2383	20.00
					Total :	70.00
236600	7/15/2024	103948 CDW GOVERNMENT, INC.	RN00986		AUTOCAD LICENSES	
				13153	001-310-0000-4380	2,087.60
				13153	070-381-0000-4380	2,087.60
				13153	001-310-0000-4380	257.75
				13153	070-381-0000-4380	257.74
					Total :	4,690.69
236601	7/15/2024	103814 CERVANTES, JORGE	REIMB.		COMMUNITY ACADEMY REFRESHMEN 001-222-0000-4300	86.55
			TRAVEL		PER DIEM-APP TRAINING ON 07/08-07/ 001-224-0000-4360	80.00
					Total :	166.55
236602	7/15/2024	892704 CHARGEPOINT	IN274531		SOFTWARE & MAINTENANCE COVERA 029-335-0000-4260	7,279.90
				13121		Total : 7,279.90
236603	7/15/2024	894010 CHARTER COMMUNICATIONS	0010369061824		PD CABLE SERVICES 06/18/24-07/17/24 001-222-0000-4260	237.07
			0335899061024		PD 5G INTERNET SRVS-06/10/24-07/09/ 010-225-3698-4500	2,600.00
			10328040524		CITY HALL CABLE-04/05-05/04 001-190-0000-4220	191.43
			196309062324		INTERNET SERVICES-06/23/24-07/22/24 001-190-0000-4220	1,399.00
					Total :	4,427.50
236604	7/15/2024	894797 CHAVEZ, SOLEDAD	REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B 001-420-0000-4300	75.00
			REIMB.-1		MILEAGE REIMB. 001-420-0000-4390	34.58

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236604	7/15/2024	894797 CHAVEZ, SOLEDAD	(Continued) REIMB.-2		MILEAGE REIMB. 001-420-0000-4390	8.91
					Total :	118.49
236605	7/15/2024	100731 CITY OF LOS ANGELES	WP240000055		O&M PORTION OF ASSSC - MAY 31, 20: 072-360-0629-4260	202,354.00
			WP240000056	13101	CAPITAL PORTION OF ASSSC FY 21-22 072-365-0629-4600	173,164.00
			WP240000105	13101	WASTE WATER OPERATION & MAINT S 072-360-0629-4260	204,586.00
			WP240000132	13101	WASTE WATER OPERATION & MAINT S 072-360-0629-4260	8,191.37
					Total :	588,295.37
236606	7/15/2024	103029 CITY OF SAN FERNANDO	6356-6389		REIMB. TO WORKER'S COMP ACCT 006-1038	20,658.91
					Total :	20,658.91
236607	7/15/2024	890893 CITY OF SAN FERNANDO	JULY 2024		CITY PROPERTY UTILITY BILLING 043-390-0000-4210	6,427.27
					Total :	6,427.27
236608	7/15/2024	892480 CLEAN ENERGY	CEW12689653		MAINT. & REPAIRS FOR CNG STATION 074-320-0000-4260	361.00
			CEW12695205	13035	MAINT. & REPAIRS FOR CNG STATION 074-320-0000-4260	16,776.52
					Total :	17,137.52
236609	7/15/2024	100747 COASTLINE EQUIPMENT	1132238		JOHN DEER PARTS & SERV FOR PW TI 041-320-0346-4400	168.77
				13007		Total : 168.77
236610	7/15/2024	894788 COMMUNITY BRIDGE HOUSING CORP	5421		TEMPORARY HOUSING SERVICES-MA' 028-155-0000-4270	1,000.00
			5422	13202	TEMPORARY HOUSING SERVICES-JUN 028-155-0000-4270	1,000.00
				13202		Total : 1,000.00

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236610	7/15/2024	894788 894788 COMMUNITY BRIDGE HOUSING CORP	(Continued)			Total : 2,000.00
236611	7/15/2024	893824 COMPLETE OFFICE	4156191-1	13042	DEPARTMENT SUPPLIES 001-222-0000-4300	452.00 Total : 452.00
236612	7/15/2024	100805 COOPER HARDWARE INC.	138916	12986	MISC. SUPPLIES FOR REPAIRS AND Pf 001-311-0000-4300	120.43 Total : 120.43
236613	7/15/2024	892687 CORE & MAIN LP	U690982	13014 13014	WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310 070-385-0700-4600	4,120.80 473.45 Total : 4,594.25
236614	7/15/2024	101982 COUNTY OF LOS ANGELES	FY24/25		FY24/25 ALLOCATION OF LAFCO OPER 001-130-0000-4270	1,460.53 Total : 1,460.53
236615	7/15/2024	102003 COUNTY OF LOS ANGELES	RE-PW-24061007337	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	4,722.97 Total : 4,722.97
236616	7/15/2024	100499 CPCA	6832		MEMBERSHIP RENEWAL-FY24/25 001-222-0000-4380	462.00 Total : 462.00
236617	7/15/2024	893904 CRICKET CONSULTING	1464 1478	13047 13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260 SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	840.00 1,560.00 Total : 2,400.00
236618	7/15/2024	100516 CSULB FOUNDATION	5270-31650-24001		RGSTR-FIELD EVIDENCE TECH COURSE 001-224-0000-4360	895.00 Total : 895.00
236619	7/15/2024	887121 DELL MARKETING L.P.	10757845118		OPTIPLEX SMALL FORM FACTOR (PLU	

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236619	7/15/2024	887121 DELL MARKETING L.P.	(Continued)	13190 13190	001-130-0000-4300 001-135-0000-4300	1,518.12 9,980.28 Total : 11,498.40
236620	7/15/2024	891425 DIAZ, MARISOL	REIMB. REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B) 001-420-0000-4300 PRIZES FOR LP & RCS PARK BINGO 004-2346 004-2382 004-2391 001-422-0000-4360 001-422-0000-4370 001-420-0000-4390	75.00 42.14 42.14 39.39 320.00 72.67 136.68 Total : 728.02
236621	7/15/2024	894560 DUDEK	202310378	13054	DOWNTOWN MASTER PLAN 121-107-3689-4270	536.25 Total : 536.25
236622	7/15/2024	894082 ELIAS, LILIA LETICIA	JULY 2024		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00 Total : 208.00
236623	7/15/2024	890401 ENVIROGEN TECHNOLOGIES INC	0015129-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	7,814.52 Total : 7,814.52
236624	7/15/2024	890981 FAJARDO, JOEL	REIMB.		WELLNESS REIMB-FY23/24 001-101-0103-4140	750.00 Total : 750.00
236625	7/15/2024	893029 FERGUSON WATERWORKS #1083	0027864	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	2,856.82 Total : 2,856.82
236626	7/15/2024	894525 FFSIGNS, LLC	07109	13025	SIGNS, DECALS, GRAPHICS AND MISC 043-390-0000-4260	779.95

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236626	7/15/2024	894525 FFSIGNS, LLC	(Continued) 6690		SIGNS, DECALS, GRAPHICS AND MISC	
				13025	043-390-0000-4260	212.82
				13025	001-370-0000-4300	2,500.00
				13025	029-335-0000-4300	1,033.13
			6701		SIGNS, DECALS, GRAPHICS AND MISC	
				13025	043-390-0000-4260	116.25
					Total :	4,642.15
236627	7/15/2024	103856 FLAGS USA LLC	118170		REPLACEMENT FLAGS	
					001-311-0000-4300	1,044.00
					Total :	1,044.00
236628	7/15/2024	894804 FREEDOM FOREVER, LLC	BS23004447-BS2304448		REFUND-BUILDING PERMITS	
					001-3320-0000	402.25
					055-3719-0154	44.69
			BS2302556-BS23002557		REFUND-BUILDING PERMITS	
					001-3320-0000	426.83
					055-3719-0154	47.43
			BS2303385- BS2303386		REFUND-BUILDING PERMITS	
					001-3320-0000	407.93
					055-3719-0154	45.33
					Total :	1,374.46
236629	7/15/2024	892198 FRONTIER COMMUNICATIONS	818-361-2385-013909		MTA & CREDIT CARD PHONE LINE	
					007-440-0441-4220	59.37
					001-190-0000-4220	118.73
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	45.69
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM	
					001-420-0000-4220	61.12
			818-365-0026-071223		PD NON EMERGENCY PHONE LINES	
					001-222-0000-4220	686.04
			818-365-5097-120298		PD NARCOTICS VAULT	
					001-222-0000-4220	45.38
			818-837-1509-032207		PW PHONE LINES	
					001-190-0000-4220	45.69

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236629	7/15/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-837-2296-031315		VARIOUS CITY HALL LINES	
					001-190-0000-4220	368.00
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	137.90
			818-898-7385-033105		LP FAX LINE	
					001-420-0000-4220	35.18
					Total :	1,603.10
236630	7/15/2024	887249 GALLS, LLC	028274119	13066	UNIFORMS & ACCESSORIES	
					001-222-0000-4300	500.83
					Total :	500.83
236631	7/15/2024	894799 GALVAN, OSVALDO MIGUEL	072724		MUSICAL TRIO FOR SENIOR DANCE OI	
					004-2380	750.00
					Total :	750.00
236632	7/15/2024	101273 GARCIA, PATTY	REIMB.		DAY CAMP SUPPLIES	
					017-420-1399-4300	87.80
					Total :	87.80
236633	7/15/2024	894351 GARCIA, VICTORIA	REIMB.		TRAVEL REIMB-TRANSPORT TO/FR HC	
					001-101-0114-4380	39.43
					Total :	39.43
236634	7/15/2024	893947 GEC EVENTS	0389		STREET ENTERTAINMENT-4TH OF JUL'	
					004-2385	1,950.00
					Total :	1,950.00
236635	7/15/2024	894008 GMU PAVEMENT ENGINEERING	66163	13091	ON CALL PAVEMENT DESIGN SERVICE	
					008-311-0560-4600	3,460.50
					Total :	3,460.50
236636	7/15/2024	101376 GRAINGER, INC.	9132968687	13027	EQUIPMENT & SUPPLIES FOR VARIOU	
					001-370-0000-4300	802.60
			9133303199	13027	EQUIPMENT & SUPPLIES FOR VARIOU	
					001-370-0000-4300	615.73
			9133850702		EQUIPMENT & SUPPLIES FOR VARIOU	

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236636	7/15/2024	101376 GRAINGER, INC.	(Continued)			
			9136853653	13027	041-320-0225-4400 EQUIPMENT & SUPPLIES FOR VARIOU	608.16
			9137093341	13027	043-390-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	1,334.08
			9138213807	13027	001-370-0000-4300 ITEM RETURNED	112.96
			9143073741		001-370-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	-171.66
			9146216685	13027	041-320-0225-4400 EQUIPMENT & SUPPLIES FOR VARIOU	220.50
			9150996347	13027	070-384-0000-4330 EQUIPMENT & SUPPLIES FOR VARIOU	45.57
			9154857578	13027	001-370-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	400.20
			9158464561	13027	001-370-0000-4300 EQUIPMENT & SUPPLIES FOR VARIOU	372.56
			9159588426	13027	043-390-0000-4300 ITEMS RETURNED	53.34
					001-370-0000-4300	-343.32
					Total :	4,050.72
236637	7/15/2024	894407 GRAYBAR FINANCIAL SERVICES	16809093		VOIP MONTHLY LEASE PYMNT-JULY 2024	
					001-190-0000-4220	944.54
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.79
					Total :	2,698.67
236638	7/15/2024	894512 GUILLEN, JEANETTE	REIMB.		PRIZES FOR LP PARK BINGO & SENIOR	
					004-2346	129.49
					004-2382	30.00
					001-420-0000-4390	10.85
					Total :	170.34
236639	7/15/2024	101428 H & H WHOLESALE PARTS	11N0641796	13023	VEH. BATTERIES INCLUDING DELIVER	
					041-1215	359.74

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236639	7/15/2024	101428 H & H WHOLESALE PARTS	(Continued)			
					Total :	359.74
236640	7/15/2024	888647 HDL SOFTWARE, LLC	SIN039719		FALSE ALARM SOFTWARE MAINT FEE	
					001-130-0000-4260	1,666.35
					Total :	1,666.35
236641	7/15/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	JUNE 2024	13079	MMAP INSTRUCTOR MARIO HERNANDEZ	
					109-424-3614-4260	960.00
					Total :	960.00
236642	7/15/2024	891937 HERNANDEZ, JOSE	845140		SENIOR TRIP REFUND - SANTA BARBARA	
					004-2383	20.00
					Total :	20.00
236643	7/15/2024	888309 HI 2 LO VOLTAGE WIRING CO, INC	21065		MONITORING SERVICES - JULY 2024	
					001-222-0000-4260	75.00
					Total :	75.00
236644	7/15/2024	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN040068	13040	CONTRACT SERVICES - SALES & TRAINING	
					001-130-0000-4270	600.00
					Total :	600.00
236645	7/15/2024	894713 I. RAMIREZ CORPORATION	PW-101-24	13144	TRENCH REPAIRS	
					070-383-0000-4260	4,000.00
					Total :	4,000.00
236646	7/15/2024	894775 IBARRA, SERGIO	REIMB.		REFRESHMENTS FOR INTERVIEW PANEL	
					001-106-0000-4300	52.01
					Total :	52.01
236647	7/15/2024	101586 ICRMA	4372		2024/2025 PREMIUMS	
					006-190-0000-4830	1,348,371.00
					006-190-0000-4240	454,700.00
					006-190-0000-4830	11,111.00
			4390		LIAB PRG ASS YR 8 OF 10-YR INSTALL	
					006-2303	81,056.99
					Total :	1,895,238.99

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236648	7/15/2024	891777 IRRIGATION EXPRESS	15293277-00		IRRIGATION SUPPLIES FOR REPAIRS &	
			15294186	12988	001-311-0000-4300	206.14
			15294535	12988	IRRIGATION SUPPLIES FOR REPAIRS &	
			15294540	12988	029-335-0000-4300	693.80
				12988	IRRIGATION SUPPLIES FOR REPAIRS &	
				12988	029-335-0000-4300	545.63
				12988	IRRIGATION SUPPLIES FOR REPAIRS &	
				12988	001-311-0000-4300	185.28
					Total :	1,630.85
236649	7/15/2024	894144 JIMENEZ, DAVID	JUNE 2024		FITNESS CLASSES FOR SENIORS	
				13099	017-420-1322-4260	119.00
					Total :	119.00
236650	7/15/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-51		UPPER RESERVOIR REPL CONSTR. M	
				12145	121-385-0716-4600	12,574.25
					Total :	12,574.25
236651	7/15/2024	887637 JOHNSON CONTROLS	23172763		EMERGENCY GENERATOR TEST FOR :	
					043-390-0000-4330	1,650.23
					Total :	1,650.23
236652	7/15/2024	889503 JTB SUPPLY COMPANY, INC.	113579		RED BALL LED LITES	
					001-370-0000-4300	1,952.20
					Total :	1,952.20
236653	7/15/2024	101768 KIMBALL-MIDWEST	102263171		VEHICLE MAINT-PW8142	
					072-360-0000-4400	728.16
					Total :	728.16
236654	7/15/2024	894609 KNOWBE4, INC.	INV300653		230 SECURITY AWARENESS TRAINING	
				13192	001-135-0000-4260	6,794.20
					Total :	6,794.20
236655	7/15/2024	102007 L.A. COUNTY SHERIFFS DEPT.	243249BL		PRE-PACKAGED, PREPARED INMATE M	
				13018	001-225-0000-4350	681.60
					Total :	681.60

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236656	7/15/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN AVE	
			494-750-1000		070-384-0000-4210	8,783.84
			594-750-1000		WATER-12900 DRONFIELD	
			657-750-1000		070-384-0000-4210	97.55
			694-750-1000		ELECTRIC & WATER-12900 DRONFIELD	
			757-750-1000		070-384-0000-4210	5,410.81
			993-750-1000		ELECTRIC-14060 SAYRE ST	
					070-384-0000-4210	8,706.93
					ELECTRIC & WATER-13180 DRONFIELD	
					070-384-0000-4210	14,214.32
					WATER-14060 SAYRE	
					070-384-0000-4210	26.57
					WATER-13003 BORDEN AVE	
					070-384-0000-4210	142.61
					Total :	37,382.63
236657	7/15/2024	893218 LAZARO, ERNESTO	JUNE 2024		MMAP INSTRUCTOR	
				13100	109-424-3614-4260	720.00
					Total :	720.00
236658	7/15/2024	893063 LEON, MIGUEL	REIMB.		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	176.30
					Total :	176.30
236659	7/15/2024	101920 LIEBERT CASSIDY WHITMORE	SA180-10000		ERC MEMBERSHIP 07/01/24-06/30/25	
					001-112-0000-4270	4,425.00
					Total :	4,425.00
236660	7/15/2024	892477 LOWES	9747-79371		TOOL BOX-EL0083	
			9747-79495		041-320-0370-4400	145.64
			9747-83153		MISC ITEMS	
			9747-86038		041-320-0000-4320	616.47
			9747-86210		IRON PIPE-ME9503	
					041-320-0320-4400	136.16
					SMALL TOOLS	
					001-311-0000-4300	83.18
					REPLACEMENT PARTS	

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236660	7/15/2024	892477 LOWES	(Continued)			
			9747-87508		001-311-0000-4300 MISC ITEMS	22.62
			9747-88756		041-320-0000-4320 SHOP FANS	310.94
			9747-93504		041-320-0000-4450 MATL'S FOR REPAIRS	145.61
			9747-98097		043-390-0000-4300 MINI REFRIG FOR OFFICE	156.45
					001-130-0000-4300	279.83
					Total :	1,896.90
236661	7/15/2024	102041 LYNN PEAVEY COMPANY	410336		EVIDENCE TAPE	
					001-222-0000-4300	183.86
					Total :	183.86
236662	7/15/2024	890992 M & M PAPER COMPANY	IN19631		(40) CASES OF COPY PAPER	
					001-190-0000-4300	1,717.70
					Total :	1,717.70
236663	7/15/2024	894489 MARQUEZ, KENYA	REIMB.		SUPPLIES FOR FAMILY RESOURCE FA	
					028-155-0000-4300	48.94
					001-155-0000-4370	30.89
					Total :	79.83
236664	7/15/2024	102117 MARTINEZ, ELIZABETH	845142		SENIOR TRIP REFUND - SANTA BARBA	
					004-2383	20.00
					Total :	20.00
236665	7/15/2024	102136 MAURAN, JULIA	845143		SENIOR TRIP REFUND - SANTA BARBA	
					004-2383	20.00
					Total :	20.00
236666	7/15/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
			7DL39365		007-440-0441-4220 ALARM LINE-1100 PICO	38.86
					001-420-0000-4220	38.14

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236666	7/15/2024	888242 888242 MCI COMM SERVICE	(Continued)			
					Total :	77.00
236667	7/15/2024	894210 MELTON, ERICA D.	REIMB.		TRAINING ON 06/26/24-CITYWIDE ERP	
					001-130-0000-4370	63.54
					Total :	63.54
236668	7/15/2024	894220 MELTON, ERICA D.	189		L P SENIOR PETTY CASH REIMB.	
					004-2380	15.06
					Total :	15.06
236669	7/15/2024	893064 MENDOZA, ELIA	845141		SENIOR TRIP REFUND - SANTA BARBA	
					004-2383	20.00
					Total :	20.00
236670	7/15/2024	893442 MENDOZA, MARY	REIMB.		TRAVEL REIMB-TRANSPORT FROM/TO	
					001-101-0107-4370	69.00
					001-101-0107-4140	744.77
					Total :	813.77
236671	7/15/2024	102214 MIRANDA, FERNANDO	REIMB.		FOOD FOR HOMELESS WOMAN	
					001-155-0000-4300	13.75
					Total :	13.75
236672	7/15/2024	102226 MISSION LINEN SUPPLY	521832763	13096	LAUNDRY SERVICES FOR PD	
			521877080	13096	001-225-0000-4350	383.85
					LAUNDRY SERVICES FOR PD	
					001-225-0000-4350	383.85
					Total :	767.70
236673	7/15/2024	102052 MMASC	10138		2024 ANNUAL CONFERENCE ON	
					001-222-0000-4370	550.00
					Total :	550.00
236674	7/15/2024	894806 MOLD SOLUTIONS SOCIAL LLC	25		MOLD TESTING-CITY HALL KITCHEN	
					006-190-0000-4800	750.00
					Total :	750.00
236675	7/15/2024	894499 MORENO, CRISTINA	REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B	

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236675	7/15/2024	894499 MORENO, CRISTINA	(Continued)		001-420-0000-4300	75.00
					Total :	75.00
236676	7/15/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	76.05
					Total :	76.05
236677	7/15/2024	892916 NADA BUS INC	51884	13021	BUS TRANSPORTATION FOR (3) SENIC 004-2383	1,208.00
					Total :	1,208.00
236678	7/15/2024	102325 NAPA AUTO PARTS	6410-164380		VEHICLE MAINT-WA0172 070-383-0000-4400	60.63
					Total :	60.63
236679	7/15/2024	102332 NATIONAL ASSOCIATION OF CHIEFS	22-1276NC22016378-M		ANNUAL DUES FY24/25 001-222-0000-4380	60.00
					Total :	60.00
236680	7/15/2024	102333 NATIONAL BUSINESS FURNITURE	MK606852-MOW		FURNITURE-CITY COUNCIL OFFICE 001-101-0000-4500	1,723.94
					Total :	1,723.94
236681	7/15/2024	102336 NATIONAL CONSTRUCTION RENTALS	7444474		FENCE REPAIR-13441 FOOTHILL 070-384-0000-4330	500.00
					Total :	500.00
236682	7/15/2024	893247 NATIONAL READY MIXED	903672	13145	CONCRETE TO R/R SIDEWALKS, APRC 001-311-0000-4300	982.05
					Total :	982.05
236683	7/15/2024	893405 NEW HORIZON	2701257		LP PHONE LINES-JULY 2024 001-420-0000-4220	327.95
					Total :	327.95
236684	7/15/2024	894467 NORTH VALLEY CARING	APRIL 2024	12946	HOMELESS STREET OUTREACH SERV 121-155-3689-4260	7,668.21

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236684	7/15/2024	894467 NORTH VALLEY CARING	(Continued) MAY 2024	12946	HOMELESS STREET OUTREACH SERV 121-155-3689-4260	9,495.39
					Total :	17,163.60
236685	7/15/2024	894100 ODP BUSINESS SOLUTIONS , LLC	367786624001		OFFICE SUPPLIES 001-140-0000-4300	112.77
			367890208001		OFFICE SUPPLIES 001-140-0000-4300	10.25
			368034772001		OFFICE SUPPLIES 017-420-1399-4300	303.99
			368034779001		OFFICE SUPPLIES 017-420-1399-4300	113.32
			370386862001		OFFICE SUPPLIES 001-222-0000-4300	71.32
			371027648001		OFFICE SUPPLIES 001-420-0000-4300	145.28
			371028290001		OFFICE SUPPLIES 001-420-0000-4300	40.56
			371028291001		OFFICE SUPPLIES 001-420-0000-4300	37.46
			371028294001		OFFICE SUPPLIES 001-420-0000-4300	1.07
			372652093001		OFFICE CHAIR 001-420-0000-4300	278.00
			372653187001		OFFICE SUPPLIES 001-420-0000-4300	49.24
			372823812001		BREAKROOM SUPPLIES 001-190-0000-4300	54.07
			372825295001		OFFICE SUPPLIES 001-130-0000-4300	35.43
			372892562001		OFFICE SUPPLIES 001-222-0000-4300	33.66
			372894164001		OFFICE SUPPLIES 001-222-0000-4300	62.73
			373148375001		OFFICE SUPPLIES 001-423-0000-4300	305.05

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236685	7/15/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 373670387001		TONERS 001-130-0000-4300	483.46
Total :						2,137.66
236686	7/15/2024	890095 O'REILLY AUTOMOTIVE STORES INC	2665-401950		VEH. MAINT. AND REPAIR PARTS FOR (
			4605-171093	13008	041-320-0224-4400	24.07
			4605-172315	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-172316	13008	041-320-0390-4400	7.86
			4605-173381	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-173857	13008	041-320-0225-4400	141.08
			4605-173923	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-173943	13008	041-320-0320-4400	264.51
			4605-175141	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-175142	13008	043-390-0000-4300	500.02
			4605-175205	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-175433	13008	041-320-0320-4400	175.20
			4605-175434	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-177094	13008	041-320-0390-4400	20.35
			4605-177095	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-177126	13008	041-320-0390-4400	175.20
				13008	041-320-0320-4400	20.35
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-1215	167.07
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0370-4400	213.80
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-1215	46.15
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0225-4400	88.19
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0224-4400	191.82
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0225-4400	68.32
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0224-4400	98.09
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0225-4400	79.21

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236686	7/15/2024	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-177256		VEH. MAINT. AND REPAIR PARTS FOR (
			4605-177257	13008	041-320-0225-4400	85.10
			4605-177274	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-177419	13008	041-320-0152-4400	66.08
			4605-177421	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-177499	13008	070-383-0000-4400	93.70
			4605-177609	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-177610	13008	041-320-0225-4400	22.11
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0225-4400	41.87
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0370-4400	148.79
				13008	041-320-0320-4400	297.66
				13008	VEH. MAINT. AND REPAIR PARTS FOR (
				13008	041-320-0152-4400	242.54
Total :						3,103.94
236687	7/15/2024	102518 P.E.R.S.	2236157495		UNFUNDED ACCRUED LIABILITY PAYM	
			2236157495		018-190-0000-4124	1,446,045.00
					1959 SURVIVOR BILLING SUBTOTAL AC	
					018-190-0000-4124	1,903.20
Total :						1,447,948.20
236688	7/15/2024	894056 PACIFIC HYDROTECH CORPORATION	019		UPPER RESERVOIR REPLACEMENT PI	
			019A	12642	070-385-0716-4600	16,725.00
				12642	070-2037	-836.25
				12642	UPPER RESERVOIR REPLACEMENT PI	
				12642	070-385-0716-4600	205,151.56
				12642	070-2037	-10,257.58
Total :						210,782.73
236689	7/15/2024	892360 PARKING COMPANY OF AMERICA	INVM0018757		PUBLIC TRANSPORTATION SERVICES-	
				13076	007-440-0442-4260	46,421.14
				13076	007-313-3630-4402	4,729.97

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236689	7/15/2024	892360 892360 PARKING COMPANY OF AMERICA	(Continued)			Total : 51,151.11
236690	7/15/2024	894801 PASTOR, IGNACIA	845144		SENIOR TRIP REFUND - SANTA BARBA 004-2383	50.00 Total : 50.00
236691	7/15/2024	889545 PEREZ, MARIBEL	REIMB.		PROGRAM & FACILITY EQUIPMENT 001-423-0000-4300	823.49 Total : 823.49
236692	7/15/2024	893933 PORTA-STOR	427114		MCB STORAGE BIN RENTAL 017-420-1330-4260	82.00 Total : 82.00
236693	7/15/2024	892514 PRI MANAGEMENT GROUP	27106		RGSTR-WEBINAR RELEASING & REDA 001-222-0000-4360	277.97 Total : 277.97
236694	7/15/2024	102688 PROFESSIONAL PRINTING CENTERS	22301	13060	"NO PARKING" SINGS 072-360-0000-4300	152.15
			22360	13060	TIMECARDS FOR RESERVE OFFICERS 001-222-0000-4300	791.60
			22424	13060	SMOKING ORDINANCE BUS SHELTER 001-150-0000-4230	913.97
			22449	13060	MARKETING MATERIALS 001-423-0000-4270	789.39
			22463	13060	"NO PARKING" SINGS 072-360-0000-4300	447.17
			22472	13060	PRE-PRINTED FORMS 070-381-0000-4300	219.40
			22480	13060	TIMECARDS FOR RESERVE OFFICERS 001-222-0000-4300	93.71 Total : 3,407.39
236695	7/15/2024	888957 PROGRESSIVE SOLUTIONS INC.	3999	13198	CASHIERING SYSTEM ANNUAL MAINT 001-135-0000-4260	6,295.92
				13198	070-382-0000-4260	3,147.96
				13198	072-360-0000-4260	3,147.96

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236695	7/15/2024	888957 888957 PROGRESSIVE SOLUTIONS INC.	(Continued)			Total : 12,591.84
236696	7/15/2024	890536 PRUDENTIAL OVERALL SUPPLY	11009997	13097	UNIFORMS FOR PUBLIC WORKS 072-360-0000-4310	2,314.82
			11010002	13097	UNIFORMS FOR PUBLIC WORKS 072-360-0000-4310	826.84 Total : 3,141.66
236697	7/15/2024	894306 QUENCH USA, INC.	INV07619028		DRINKING WATER - JULY 2024 001-222-0000-4300	114.61 Total : 114.61
236698	7/15/2024	894038 RADAR ENVIRONMENTAL INC	2727		HAZMAT CLEAN UP & DISPOSAL 041-320-0000-4300	448.50 Total : 448.50
236699	7/15/2024	894793 RAPID RESPONSE RESTORATION	8	13203	REMOVE SINK, CABINET & 2-FT OF DR 006-190-0000-4800	2,700.00 Total : 2,700.00
236700	7/15/2024	894803 REYNAGA, MARIA	845145		SENIOR TRIP REFUND - SANTA BARBA 004-2383	50.00 Total : 50.00
236701	7/15/2024	894808 REYNAGA, SUSANA	845146		SENIOR TRIP REFUND - SANTA BARBA 004-2383	50.00 Total : 50.00
236702	7/15/2024	894408 RINCON CONSULTANTS INC	57080	13170	SAN FERNANDO ALCOHOL CODE UPD. 001-150-0000-4270	98.75 Total : 98.75
236703	7/15/2024	894802 RODRIGUEZ, HORTENCIA	845147		SENIOR TRIP REFUND - SANTA BARBA 004-2383	50.00 Total : 50.00
236704	7/15/2024	892856 SALAS, JUAN	REIMB.		VARIOUS SUPPLIES 001-422-0000-4300	924.19

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236704	7/15/2024	892856 SALAS, JUAN	(Continued)		001-424-0000-4260	9.95
					Total :	934.14
236705	7/15/2024	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		2024 EXCON COMPETITION TRIP 001-226-0000-4370	5,047.31
					Total :	5,047.31
236706	7/15/2024	103050 SAN FERNANDO PET HOSPITAL	209916		K9 VET SERVICES 001-225-0000-4270	148.84
					Total :	148.84
236707	7/15/2024	103184 SMART & FINAL	0059 0144 0184 0410		CALLES VERDES EVENT 001-310-0000-4300 CALLES VERDES EVENT 001-310-0000-4300 BREAK ROOM SUPPLIES 001-222-0000-4300 COMMUNITY ACADEMY REFRESHMEN 001-222-0000-4300	44.56 183.34 80.84 23.50
					Total :	332.24
236708	7/15/2024	894316 SOLORIO, MARIA ELENA	REIMB.		WELLNESS REIMB.-FY23/24 001-101-0113-4140	750.00
					Total :	750.00
236709	7/15/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389 700136176526 700360580265 700363532503		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210 029-335-0000-4210 070-384-0000-4210 074-320-0000-4210 043-390-0000-4210 ELECTRIC METER FOR MALL-MACLAY/ 030-341-0000-4210 ELECTRIC-910 FIRST 043-390-0000-4210 ELECTRIC-117 MACNEIL	12,215.59 3,764.27 17,796.58 6,559.09 6,135.54 78.55 9,995.67

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236709	7/15/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued) 700577150347 700826276457		043-390-0000-4210 ELECTRIC-190 PARK AVE 027-344-0000-4210 ELECTRIC-799 JESSIE 043-390-0000-4210	6,615.93 954.52 44.46
					Total :	64,160.20
236710	7/15/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-8274-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402	8,108.42
					Total :	8,108.42
236711	7/15/2024	103251 STANLEY PEST CONTROL	1756452 1756576 1756660 1756662 1756681 1756720 1756721	13070 13070 13070 13070 13070 13070 13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	135.00 95.00 85.00 85.00 94.00 62.00 55.00
					Total :	611.00
236712	7/15/2024	894649 STERLING ADMINISTRATION	783668 786154 787230		ADMINISTRATIVE FEE: MAY 2024 001-106-0000-4260 FSA FUNDING CONTRIBUTION 004-2365 FSA FUNDING CONTRIBUTION 004-2365	50.00 558.72 558.72
					Total :	1,167.44
236713	7/15/2024	894130 SUNBURST UNIFORMS	2122		UNIFORMS & ACCESSORIES	

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236713	7/15/2024	894130 SUNBURST UNIFORMS	(Continued)	13043	001-222-0000-4300	1,149.98
				13043	001-225-0000-4325	289.15
					Total :	1,439.13
236714	7/15/2024	893955 TALLEY, BRIDGET LAINE	JUNE 2024		CHAIR YOGA INSTRUCTOR	189.00
					017-420-1321-4260	189.00
					Total :	189.00
236715	7/15/2024	893061 TAPIA, FREDDY	REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B	75.00
					001-420-0000-4300	75.00
					Total :	75.00
236716	7/15/2024	103205 THE GAS COMPANY	042-320-6900		GAS-910 FIRST	51.14
			088-520-6400		043-390-0000-4210	77.74
			090-620-6400		GAS-117 N MACNEIL	8.31
					043-390-0000-4210	8.31
					070-381-0000-4210	16.60
					072-360-0000-4210	16.60
			143-287-8131-6		043-390-0000-4210	46.67
					GAS-208 PARK	46.67
					043-390-0000-4210	208.77
					Total :	208.77
236717	7/15/2024	888821 THE GOODYEAR TIRE & RUBBER CO	0000041271	13009	TIRES FOR FLEET	1,442.72
					041-1215	1,442.72
					Total :	1,442.72
236718	7/15/2024	101528 THE HOME DEPOT CRC	1362437		SMALL TOOLS	319.59
			1362438		027-344-0000-4300	186.32
			1390168		POWER TOOLS	1,767.23
			1390169		001-346-0000-4300	346.35
					STREET LIGHT SUPPLIES	346.35
					027-344-0000-4300	
					GRAFFITI SUPPLIES	
					001-312-0000-4300	

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236718	7/15/2024	101528 THE HOME DEPOT CRC	(Continued)		MISC SUPPLIES	698.32
			1390170		001-311-0000-4300	698.32
			1390171		SMALL TOOLS	300.95
			1390172		043-390-0000-4340	300.95
			1522032		STREET LIGHT SUPPLIES	328.54
			4344075		027-344-0000-4300	328.54
			4344076		MISC ITEMS	551.69
			4902392		041-320-0000-4300	551.69
			5100575		SUPPLIES	80.52
			541032		001-311-0000-4300	80.52
			5522578		REPAIRS AT PD STATION	76.77
			6516683		043-390-0000-4340	76.77
			9516682		SUPPLIES	316.72
					001-311-0000-4300	316.72
					MISC SUPPLIES	42.82
					070-383-0000-4310	42.82
					MISC ITEMS	178.30
					041-320-0000-4300	178.30
					DOLLY	252.47
					070-384-0000-4310	252.47
					SHOP FAN	220.46
					041-320-0000-4450	220.46
					VEHICLE MAINT-WA0172	197.35
					070-383-0000-4400	197.35
					Total :	5,864.40
236719	7/15/2024	894052 THE LANGUAGE PROS, INC.	1780	12998	LANGUAGE ACCESS PROGRAM - ONSI	810.00
			1783	12998	001-101-0000-4270	810.00
			1804	12998	LANGUAGE ACCESS PROGRAM - ONSI	170.31
				12998	001-101-0000-4270	170.31
				12998	LANGUAGE ACCESS PROGRAM - ONSI	85.00
				12998	001-101-0000-4270	85.00
					Total :	1,065.31
236720	7/15/2024	894800 TIBERIA, NORMA	845148		SENIOR TRIP REFUND - SANTA BARBA	50.00
					004-2383	50.00

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236720	7/15/2024	894800 894800 TIBERIA, NORMA	(Continued)			Total : 50.00
236721	7/15/2024	891125 TMC SHOOTING RANGE SPECIALIST	2428	13142	RANGE DECONTAMINATION & CLEAN (001-222-0000-4320)	1,950.00 Total : 1,950.00
236722	7/15/2024	892853 TREE PEOPLE	4	12843	URBAN FOREST MANAGEMENT PLAN 110-346-0838-4270	5,544.31
			5	12843	URBAN FOREST MANAGEMENT PLAN 110-346-0838-4270	15,761.60 Total : 21,305.91
236723	7/15/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMB TO POSTAGE MACHINE 001-190-0000-4280	1,500.00 Total : 1,500.00
236724	7/15/2024	103445 UNDERGROUND SERVICE ALERT	23-2426361		(110) SNF01 NEW TICKET CHARGES 070-381-0000-4260	40.64
			620240701		(102) SNF01 NEW TICKET CHARGES 070-381-0000-4260	188.50 Total : 229.14
236725	7/15/2024	103449 USA BLUE BOOK	INV00353573	13016	MISC WATER & LOCKSMITH SUPPLIES 070-384-0000-4310	106.50 Total : 106.50
236726	7/15/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_04/01-06/30/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	1,200.00
			COSF_06/01-06/30/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	540.00
			COSF_06/09-07/08/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	770.00 Total : 2,510.00
236727	7/15/2024	893647 VALEO NETWORKS	30596		VEEAM CLOUD CONNECTION-JULY 20: 001-135-0000-4260	836.20 Total : 836.20

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236728	7/15/2024	894586 VALLEY VIEWS SFV MEDIA LLC	133		MC HOSTING 4TH OF JULY EVENT 004-2385	250.00 Total : 250.00
236729	7/15/2024	100101 VERIZON WIRELESS-LA	9967222139		VARIOUS CELL PHONE PLANS 001-105-0000-4220	50.39
					001-222-0000-4220	76.02
					001-152-0000-4220	180.08
					001-420-0000-4220	40.01
					028-155-0000-4300	40.01
					043-390-0000-4310	256.49
					070-384-0000-4220	449.98
					072-360-0000-4220	102.60
			9967522296		PD CELL PHONE PLANS 001-222-0000-4220	640.53 Total : 1,836.11
236730	7/15/2024	103603 VULCAN MATERIALS COMPANY	74012441	12991	BASE & COLD MIX FOR UTILITY TREN 070-384-0000-4260	1,181.31
			74012442	12991	BASE & COLD MIX FOR UTILITY TREN 070-384-0000-4260	2,360.95
			74027649	12991	BASE & COLD MIX FOR UTILITY TREN 070-384-0000-4260	1,209.90 Total : 4,752.16
236731	7/15/2024	894772 WAGNER, LUELLA	JUNE 2024		ZUMBA INSTRUCTOR 017-420-1322-4260	150.00 Total : 150.00
236732	7/15/2024	894235 WARRANT BUILDER	229		ANNUAL SUBSCRIPTION 001-222-0000-4260	250.00 Total : 250.00
236733	7/15/2024	888390 WEST COAST ARBORISTS, INC.	1-9875	13062	ANNUAL CITY TREE TRIMMING SERVIC 012-311-0560-4600	2,100.00
			215848	13062	ANNUAL CITY TREE TRIMMING SERVIC 072-360-0000-4260	18,566.70

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236733	7/15/2024	888390 888390 WEST COAST ARBORISTS, INC.	(Continued)			Total : 20,666.70
236734	7/15/2024	890970 WEX BANK	98090606		CITY FLEET FUEL	
					041-320-0152-4402	256.08
					041-320-0221-4402	695.10
					041-320-0222-4402	956.90
					041-320-0224-4402	933.50
					029-335-0000-4402	126.90
					070-381-0000-4402	74.47
					070-382-0000-4402	455.95
					070-383-0000-4402	800.35
					070-384-0000-4402	459.87
					072-360-0000-4402	181.79
					041-320-0225-4402	4,665.77
					041-320-0228-4402	764.40
					041-320-0311-4402	1,985.74
					041-320-0320-4402	40.56
					041-320-0370-4402	1,019.95
					041-320-0390-4402	1,719.82
					041-320-0420-4402	84.57
					Total :	15,221.72
236735	7/15/2024	891531 WILLDAN ENGINEERING	00338663BRR		ON-CALL GENERAL ENGINEERING	
				13055	024-371-0510-4600	703.00
				13055	012-311-0552-4600	195.00
				13055	012-311-0553-4600	65.00
				13055	024-311-0551-4600	130.00
				13055	032-311-0000-4600	715.00
				13055	001-310-0000-4270	8,146.25
				13055	024-371-0562-4600	6,081.00
			00338757B		ON-CALL GENERAL ENGINEERING	
				13055	024-371-0510-4600	1,706.75
				13055	032-311-0866-4600	751.25
				13055	001-310-0000-4270	9,987.25
				13055	024-371-0562-4600	1,951.25
				13055	032-311-0000-4600	4,446.00
				13055	012-311-0552-4600	195.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236735	7/15/2024	891531 WILLDAN ENGINEERING	(Continued)			
			00338872A	13055	024-371-0562-4600	3,523.50
			00338875	13055	ON-CALL GENERAL ENGINEERING	
					072-1236	5,332.00
			00339016	13055	ON-CALL GENERAL ENGINEERING	
					001-310-0000-4270	995.00
			00339239	13055	ON-CALL GENERAL ENGINEERING	
					070-384-0857-4260	1,440.00
					NPDES CONSULTING SERVICES	
					023-311-0000-4270	8,144.75
			00627544	13055	ON-CALL GENERAL ENGINEERING	
					001-310-0000-4270	537.00
			00628026		TRAFFIC SIGNAL SYNCHRONIZATION I	
				12941	024-371-0510-4600	2,658.00
					Total :	57,703.00
236736	7/15/2024	894164 YUNEX LLC	5610002316		ON-CALL TRAFFIC SIGNAL REPAIRS &	
				13041	001-370-0564-4300	22,498.76
					Total :	22,498.76
236737	7/15/2024	894798 ZAVALA, CRYSTAL	REIMB.		DAY CAMP TRIP-LA ZOO TICKETS	
					017-420-1399-4300	88.00
					Total :	88.00
236738	7/15/2024	894807 ZHANG, XUAN	39-3585-10		WATER ACCT REFUND-1314 O'MELVEN	
					070-2010	29.12
					Total :	29.12
161 Vouchers for bank code : bank3						Bank total : 4,763,115.50
161 Vouchers in this report						Total vouchers : 4,763,115.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236456	7/1/2024	100286 BAKER, BEVERLY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
Total :						184.72
236457	7/1/2024	100916 DEIBEL, PAUL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
236458	7/1/2024	101781 KISHITA, ROBERT	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
236459	7/1/2024	101926 LILES, RICHARD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
236460	7/1/2024	102126 MARTINEZ, MIGUEL	24-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	708.41
Total :						708.41
236461	7/1/2024	891354 RAMIREZ, ROSALINDA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
236462	7/1/2024	892782 TIGHE, DONNA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
7 Vouchers for bank code : bank3					Bank total :	1,978.80
7 Vouchers in this report					Total vouchers :	1,978.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236463	7/1/2024	894452 ABDALLAH, MARIA G.	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,021.49
						Total : 2,021.49
236464	7/1/2024	100091 AGORICHAS, JOHN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						Total : 291.15
236465	7/1/2024	891039 AGUILAR, JESUS	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
						Total : 492.58
236466	7/1/2024	100104 ALBA, ANTHONY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
						Total : 739.30
236467	7/1/2024	891011 APODACA-GRASS, ROBERTA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						Total : 291.15
236468	7/1/2024	100260 AVILA, FRANK	24-Jul		CALPERS HEALTH REIMB 041-180-0000-4127	1,573.82
						Total : 1,573.82
236469	7/1/2024	100306 BARNARD, LARRY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
						Total : 873.00
236470	7/1/2024	100346 BELDEN, KENNETH M.	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00
						Total : 1,396.00
236471	7/1/2024	892233 BUZZELL, CAROL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
						Total : 184.72
236472	7/1/2024	891350 CALZADA, FRANK	24-Jul		CALPERS HEALTH REIMB	

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236472	7/1/2024	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	526.44
						Total : 526.44
236473	7/1/2024	100642 CASTRO, RICO	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,105.94
						Total : 2,105.94
236474	7/1/2024	103816 CHAVEZ, ELENA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	855.67
						Total : 855.67
236475	7/1/2024	100752 COLELLI, CHRISTIAN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07
						Total : 2,093.07
236476	7/1/2024	891014 CREEKMORE, CASIMIRA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						Total : 291.15
236477	7/1/2024	893711 DAVIS, JAMES	24-Jul		CALPERS HEALTH REIMB 072-180-0000-4127	1,581.28
						Total : 1,581.28
236478	7/1/2024	100913 DECKER, CATHERINE	24-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	263.02
						Total : 263.02
236479	7/1/2024	100925 DELGADO, RALPH	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
						Total : 526.44
236480	7/1/2024	101667 DIAZ, EVELYN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	899.00
						Total : 899.00
236481	7/1/2024	100960 DIEDIKER, VIRGINIA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236481	7/1/2024	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 291.15
236482	7/1/2024	100996 DRAKE, JOYCE	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236483	7/1/2024	100995 DRAKE, MICHAEL	24-Jul		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	145.58 145.57 Total : 291.15
236484	7/1/2024	100997 DRAPER, CHRISTOPHER	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
236485	7/1/2024	101044 ELEY, JEFFREY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
236486	7/1/2024	891040 FISHKIN, RIVIAN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
236487	7/1/2024	101178 FLORES, ADRIAN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30
236488	7/1/2024	101182 FLORES, MIGUEL	24-Jul		CALPERS HEALTH REIMB 043-180-0000-4127	1,356.30 Total : 1,356.30
236489	7/1/2024	892103 GAJDOS, BETTY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
236490	7/1/2024	894378 GARCIA, BERTHA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	708.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236490	7/1/2024	894378 894378 GARCIA, BERTHA	(Continued)			Total : 708.41
236491	7/1/2024	891351 GARCIA, DEBRA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 Total : 2,136.72
236492	7/1/2024	101281 GARIBAY, SAUL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,532.39 Total : 2,532.39
236493	7/1/2024	101318 GLASGOW, KEVIN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
236494	7/1/2024	891020 GLASGOW, ROBERT	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 Total : 308.00
236495	7/1/2024	101333 GODINEZ, FRAZIER C.	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
236496	7/1/2024	101409 GUERRA, LAUREN E	24-Jul		CALPERS HEALTH REIMB 072-180-0000-4127	599.65 Total : 599.65
236497	7/1/2024	891021 GUIZA, JENNIE	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236498	7/1/2024	102896 GUZMAN, ROSA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	855.67 Total : 855.67
236499	7/1/2024	891352 HADEN, SUSANNA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41

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236500	7/1/2024	101440 HALCON, ERNEST	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00 Total : 1,396.00
236501	7/1/2024	101672 HANCHETT, NICHOLE	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,441.88 Total : 1,441.88
236502	7/1/2024	891918 HARTWELL, BRUCE	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
236503	7/1/2024	101465 HARVEY, DAVID	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
236504	7/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 Total : 873.00
236505	7/1/2024	101471 HASBUN, NAZRI A.	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	235.68 Total : 235.68
236506	7/1/2024	891023 HATFIELD, JAMES	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
236507	7/1/2024	892104 HERNANDEZ, ALFONSO	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
236508	7/1/2024	891024 HOOKER, RAYMOND	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236509	7/1/2024	893616 HOUGH, LOIS	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	184.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236509	7/1/2024	893616 893616 HOUGH, LOIS	(Continued)			Total : 184.72
236510	7/1/2024	101597 IBRAHIM, SAMIR	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
236511	7/1/2024	101694 JACOBS, ROBERT	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 Total : 873.00
236512	7/1/2024	892105 KAHMANN, ERIC	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
236513	7/1/2024	101786 KLOTZSCHE, STEVEN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	575.02 Total : 575.02
236514	7/1/2024	891866 KNIGHT, DONNA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	161.43 Total : 161.43
236515	7/1/2024	892929 LEWIS, WANDA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236516	7/1/2024	891043 LIEBERMAN, LEONARD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
236517	7/1/2024	101933 LITTLEFIELD, LESLEY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236518	7/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	1,652.90 Total : 1,652.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236519	7/1/2024	102059 MACK, MARSHALL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 599.65
236520	7/1/2024	891010 MAERTZ, ALVIN	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	479.86 479.86
236521	7/1/2024	888037 MARTINEZ, ALVARO	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,885.82 1,885.82
236522	7/1/2024	102206 MILLER, WILMA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
236523	7/1/2024	102212 MIRAMONTES, MONICA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	628.36 628.36
236524	7/1/2024	102232 MIURA, HOWARD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 291.15
236525	7/1/2024	892106 MONTAN, EDWARD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 184.72
236526	7/1/2024	102365 NAVARRO, RICARDO A	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	516.44 516.44
236527	7/1/2024	102443 OKAFOR, MICHAEL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,884.73 1,884.73
236528	7/1/2024	102473 ORDELHEIDE, ROBERT	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,146.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236528	7/1/2024	102473 102473 ORDELHEIDE, ROBERT	(Continued)			2,146.00
236529	7/1/2024	102486 ORSINI, TODD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,102.76 2,102.76
236530	7/1/2024	102569 PARKS, ROBERT	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 2,214.00
236531	7/1/2024	102580 PATINO, ARMANDO	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 2,214.00
236532	7/1/2024	102527 PISCITELLI, ANTHONY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	526.44 526.44
236533	7/1/2024	891033 POLLOCK, CHRISTINE	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 308.00
236534	7/1/2024	102735 QUINONEZ, MARIA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 1,573.82
236535	7/1/2024	891034 RAMSEY, JAMES	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	974.47 974.47
236536	7/1/2024	102788 RAYGOZA, JOSE LUIS	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 1,810.29
236537	7/1/2024	102864 RIVETTI, DOMINICK	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 873.00

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236538	7/1/2024	102936 RUELAS, MARCO	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 Total : 2,136.72
236539	7/1/2024	102940 RUIZ, RONALD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 Total : 599.65
236540	7/1/2024	891044 RUSSUM, LINDA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
236541	7/1/2024	103005 SALAZAR, TONY	24-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	1,356.30 Total : 1,356.30
236542	7/1/2024	103118 SENDA, OCTAVIO	24-Jul		CALPERS HEALTH REIMB 043-180-0000-4127	1,810.29 Total : 1,810.29
236543	7/1/2024	892107 SHANAHAN, MARK	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
236544	7/1/2024	891035 SHERWOOD, NINA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236545	7/1/2024	103175 SKOBIN, ROMELIA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,438.01 Total : 1,438.01
236546	7/1/2024	893677 SOLIS, MARGARITA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	547.69 Total : 547.69
236547	7/1/2024	103220 SOMERVILLE, MICHAEL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 Total : 1,706.00

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06/28/2024 10:13:52AM

Voucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236547	7/1/2024	103220 103220 SOMERVILLE, MICHAEL	(Continued)			Total : 1,706.00
236548	7/1/2024	889588 UFANO, VIRGINIA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
236549	7/1/2024	103516 VAIRO, ANTHONY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 Total : 1,706.00
236550	7/1/2024	888417 VALDIVIA, LAURA	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
236551	7/1/2024	103550 VANICEK, JAMES	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 Total : 1,573.82
236552	7/1/2024	103562 VASQUEZ, JOEL	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
236553	7/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 Total : 492.58
236554	7/1/2024	103692 VILLALVA, FRANCISCO	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
236555	7/1/2024	891038 WAITE, CURTIS	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 Total : 739.30
236556	7/1/2024	103612 WALKER, MICHAEL	24-Jul		CALPERS HEALTH REIMB 027-180-0000-4127	167.79 Total : 167.79

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SPECIAL CHECKS

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236557	7/1/2024	103620 WARREN, DALE	24-Jul		CALPERS HEALTH REIMB 072-180-0000-4127	167.79	
					Total :	167.79	
236558	7/1/2024	891036 WATT, DAVID	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
236559	7/1/2024	893690 WATTS, STEVE M.	24-Jul		CALPERS HEALTH REIMB 072-180-0000-4127	1,033.20	
					Total :	1,033.20	
236560	7/1/2024	891037 WEBB, NANCY	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
236561	7/1/2024	103643 WEDDING, JEROME	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
236562	7/1/2024	103727 WYSBEEK, DOUDE	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
236563	7/1/2024	103737 YNIGUEZ, LEONARD	24-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
101	Vouchers for bank code :		bank3		Bank total :	94,298.15	
101	Vouchers in this report					Total vouchers :	94,298.15

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: July 15, 2024

Subject: Consideration to Approve a Second Reading and Adopt Ordinance No. 1726 Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando, as Amended

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 1726 (Attachment “A”) that was introduced for first reading at the City Council meeting of July 1, 2024, in title only and waive further reading, approving an amendment to the San Fernando Municipal Code, adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in public places within the City limits of San Fernando, as Amended to correct Section 74.282. – Enforcement to read as follows:

Sec. 74-282. - Enforcement.

Violations of this Article may be prosecuted as misdemeanors under Article II of Chapter 1 or as public nuisances under Article III of Chapter 1. The enforcement procedures of these Articles are in addition to any specific enforcement procedures set forth in this Article. Unless otherwise expressly provided, the remedies and penalties provided by this Chapter are cumulative to each other, and to the remedies and penalties available under any other provision of this Code and any other laws.

BACKGROUND:

1. On September 4, 2018, the landmark Martin v. City of Boise decision was issued by the 9th Circuit Court profoundly impacting how cities addressed removing unhoused people and encampments from public spaces. The Court’s decision requires that governmental entities provide adequate shelter alternatives and support services prior to enforcing ordinances that would remove unhoused people and encampments from public spaces.

Consideration to Approve a Second Reading and Adopt Ordinance No. 1726 Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando, as Amended
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2. On September 6, 2022, City Council adopted the Homeless Action Plan, which, among other actions, sets three priorities to 1) Develop the City’s Capacity to Better Prevent and End Homelessness, 2) Support the Service Needs of People Experiencing Unsheltered Homelessness, and 3) Focus on Root Causes to Prevent Homelessness.
3. On April 17, 2023, City Council approved a Professional Services Agreement with North Valley Caring Services to provide street outreach for individuals experiencing homelessness, which includes providing information, support and referrals for emergency shelters, transitional housing, permanent supportive rehousing, and rapid re-housing programs.
4. On November 6, 2023, City Council approved a Memorandum of Understanding with Home Again Los Angeles to provide homeless prevention programs, housing programs, and one-on-one case management for San Fernando residents to meet their housing goals.
5. On May 1, 2024, the City entered into an agreement with “Community Bridge Housing Corporation” (Attachment “B” – Contract No. 2221) to provide people experiencing homelessness temporary housing, meeting the adequate shelter requirements of the *Martin v. City of Boise* decision.
6. On June 28, 2024, the United State Supreme Court published an opinion, *City of Grants Pass v. Johnson* 72 F. 4th 868 acknowledging that the causes of homelessness are many and varied and that cities should have the ability to use a variety tools to address its challenges, including the ability to criminally enforce where other less punitive efforts have failed.
7. On July 1, 2024, the City Council approved for first reading in title only, and to waive all further reading of, Ordinance No. 1726 (Attachment “A”) titled, an Ordinance of the City Council of the City of San Fernando approving an amendment to the San Fernando Municipal Code, adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in public places within the City limits of San Fernando, as Amended to correct Section 74.282. – Enforcement to read as follows:

Sec. 74-282. - Enforcement.

Violations of this Article may be prosecuted as misdemeanors under Article II of Chapter 1 or as public nuisances under Article III of Chapter 1. The enforcement procedures of these Articles are in addition to any specific enforcement procedures set forth in this Article. Unless otherwise expressly provided, the remedies and penalties provided by this Chapter are cumulative to each other, and to the remedies and penalties available under any other provision of this Code and any other laws.

Consideration to Approve a Second Reading and Adopt Ordinance No. 1726 Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando, as Amended
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ANALYSIS:

The purpose of a municipal camping ordinance is to regulate the use of public spaces to maintain public health, safety, and order. Municipal camping ordinances typically aim to ensure public safety by preventing potential hazards associated with camping in public spaces, such as fires, accidents, and criminal activity. They maintain public health by addressing health concerns related to unsanitary conditions that may arise from long-term camping, such as the improper disposal of waste, which can lead to the spread of diseases. Camping ordinances preserve public spaces by protecting the intended use of public areas like parks, sidewalks, and recreational areas. Lastly, camping ordinances support urban aesthetics by maintaining the cleanliness and aesthetic appeal of urban areas while protecting property rights by ensuring that public spaces are used in ways that respect the rights of community members.

In 2022, the Police Department handled approximately 662 incidents involving unhoused individuals in the City. Of those 662 incidents, approximately 71 involved at least one unhoused person setting up a semi-permanent encampment on public or private spaces in the City. In 2023, the Police Department handled approximately 427 incidents involving unhoused individuals in the City, with 88 involving at least one unhoused person setting up a semi-permanent encampment on private or public spaces in the City.

As part of its comprehensive effort to assist the unhoused in the City, the City entered into a one-year Agreement with Community Bridge Housing Corporation to provide temporary housing services for unhoused individuals in the City. Under this Agreement, Community Bridge Housing is required to maintain enough beds to accommodate the estimated number of unhoused Eligible Persons within the City, as calculated annually by the Los Angeles Homeless Services Authority (LAHSA). An "Eligible Person" is defined as anyone 18 years or older within the City of San Fernando, lacking permanent housing, experiencing homelessness, at imminent risk of becoming homeless, or otherwise displaced.

Each eligible person admitted to the facility is assigned a bed and has full access to the following amenities:

- Bed and bedding, including daily laundering
- Laundry service for clothes
- Showers, toilets, and associated facilities
- Sleeping rooms, which may be shared with others
- Changing areas and areas for privacy
- Daily meal service (breakfast, lunch, and dinner)
- Phone and WiFi access
- Areas for recreation and socialization

Consideration to Approve a Second Reading and Adopt Ordinance No. 1726 Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando, as Amended
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These services aim to provide stability and support, helping individuals on their path toward permanent housing and improved well-being.

The proposed Ordinance (Attachment “A”), in conjunction with its agreement with Community Bridge Housing, aims to allow the City to establish clear, enforceable guidelines for the use of public spaces, particularly concerning camping and storage of personal property on public areas. This Ordinance is designed to balance the needs of all community members; ensuring public spaces remain safe, clean, and accessible while also providing compassionate and lawful responses to individuals experiencing homelessness.

The proposed Ordinance (Attachment “A”) includes several critical components including:

- The definition of unlawful camping,
- Guidelines and limitations that establish the parameters for unauthorized encampments on public property,
- Enforcement mechanisms, and
- Abatement process.

As part of the enforcement mechanisms, the Police Department will coordinate efforts with the Community Development Department to ensure proper notification and resource offering occurs before any enforcement action. This collaboration involves personnel from both departments interacting with members of the encampment, providing them with resource materials, temporary shelter options, and other services. This approach ensures that all individuals affected by enforcement actions are fully aware of their opportunities and support options.

The proposed Ordinance (Attachment “A”) would include making it unlawful for any person to:

- Camp in or upon any public property, unless specifically authorized by the City, and
- For any person to camp or to have unauthorized encampments.

BUDGET IMPACT:

There are no cost associated with the adoption of this proposed ordinance. Funding for the temporary shelter agreement with Community Bridge Housing is funded from Fund 028 (Measure H), which has been incorporated into the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

Staff recommends that the City Council approve for second reading and adopt Ordinance No. 1726 (Attachment “A”) that was introduced for first reading at the City Council meeting of July 1, 2024, in title only and waive further reading, approving an amendment to the San Fernando

Consideration to Approve a Second Reading and Adopt Ordinance No. 1726 Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando, as Amended
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Municipal Code, adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in public places within the City limits of San Fernando, as Amended to correct Section 74.282. – Enforcement to read as follows:

Sec. 74-282. - Enforcement.

Violations of this Article may be prosecuted as misdemeanors under Article II of Chapter 1 or as public nuisances under Article III of Chapter 1. The enforcement procedures of these Articles are in addition to any specific enforcement procedures set forth in this Article. Unless otherwise expressly provided, the remedies and penalties provided by this Chapter are cumulative to each other, and to the remedies and penalties available under any other provision of this Code and any other laws.

ATTACHMENTS:

- A. Ordinance No. 1726
- B. Contract No. 2221 - Community Bridge Housing Corporation

ORDINANCE NO. 1726

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADDING ARTICLE VII (ENCAMPMENTS ON PUBLIC PROPERTY) OF CHAPTER 74 (STREETS, SIDEWALKS AND OTHER PUBLIC PLACES) OF THE SAN FERNANDO MUNICIPAL CODE REGARDING ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO

WHEREAS, the City of San Fernando ("City") is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries of the City; and

WHEREAS, the City has established relationships with non-profit groups to secure shelter beds for people experiencing homelessness, which offer a place to sleep and other supportive services; and

WHEREAS, City streets, sidewalks, and parks are intended for safe and sanitary shared use by a diverse community of users including businesses, government, and the general public for gathering, recreating, movement of people, maintenance, and cleaning, and are frequently used by people relying on a variety of mobility devices; and

WHEREAS, the City is sensitive to the challenges of the unhoused and recognizes the importance of treating unhoused persons and their personal property with respect and consideration; and; and

WHEREAS, the City Council of the City of San Fernando finds that certain public lands in the City pose a danger to the health and safety of people who may stay in those areas overnight and to the general public if used for sheltering, areas near schools, areas near places of worship, in open spaces and public parking areas, near and within flood control channels and/or waterways, city owned facilities, public transit hubs, and in City parks; and

WHEREAS, there are significant adverse impacts caused by encampment activity concentrated around the aforementioned areas, including predatory behavior and drug dealing that undermines the community's efforts to provide meaningful assistance and long-term solutions for people needing transition services; and

WHEREAS, people experiencing homelessness are frequently victims of violent crime, including robbery and murder, this ordinance will facilitate the City's ability to connect homeless individuals with housing and services; and

WHEREAS, the City is obligated to protect public health and safety and its natural resources by maintaining clean, safe, and accessible City properties for all residents to enjoy, including parks, open space, and the public right of way; and

WHEREAS, the presence of encampments and people experiencing homelessness in the City’s open space and flood control channels and/or waterways creates unsafe, unsanitary, unhealthy, and dangerous conditions including swift water rescue and frequent uncontained fires that threaten people living in or using these areas, first responders, property, and the general public; and

WHEREAS, people sheltering along the flood control channels and/or waterways are at risk of experiencing flooding, vector-related disease and other health issues and these areas often contain sensitive environments at risk of significant damage by unregulated human activity; and

WHEREAS, to mitigate risks to the health and safety of its community and potential damage to environmentally sensitive lands, the City desires to adopt regulations establishing locations where camping and the maintenance of an encampment is prohibited, regardless of the availability of shelter, due to the significant health and safety risk to those engaged in that activity, the general public, and the environment; and

WHEREAS, it is the intent of this Ordinance to prohibit camping and maintenance of encampments within the City while encouraging people experiencing homelessness to use available shelters and access services available from the City and its partners; and

WHEREAS, when abating any encampment, the City will provide written notice in advance of the cleared that explains when the encampment will be cleaned up and how an individual can reclaim items stored during the process; and

WHEREAS, the City will store personal property that belongs to a person that has apparent utility in its current condition and can be safely retrieved from the site, but will not store property that is hazardous, practically un-storable, perishable, contraband, or listed on the City’s current list of common items regularly abandoned during the abatement process; and

WHEREAS, the United State Supreme Court in its most recently published opinion, *City of Grants Pass v. Johnson* 72 F. 4th 868 (603 U.S. ____ (2024)), acknowledge that the causes of homelessness are many and varied and that cities should have the ability to use a variety tools to address its challenges, including the ability to criminally enforce where other less punitive efforts have failed.

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

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

SECTION 2. Chapter 74 (Streets, Sidewalks and Other Public Places) of the San Fernando Municipal Code is hereby amended by the addition of a new Article VII, which shall read as follows:

ARTICLE VII. - UNLAWFUL ENCAMPMENT AND STORAGE OF PERSONAL PROPERTY**Sec. 74-280. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abatement means the process of documenting and collecting eligible items for storage, and removing and disposing of, recycling, or reusing of waste at an encampment according to the process in section 74-283.

Camp means to pitch, erect, or occupy camp facilities or encampment or to use camp paraphernalia, or both, for the purpose of, or in a way that facilitates outdoor sheltering for living accommodation purposes or for remaining outdoors overnight.

Camp facilities include, but are not limited to, tents, huts, or other temporary shelters.

Camp paraphernalia means personal property used to facilitate occupancy of an area and includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or non-City designated cooking facilities, blankets, sheets, pillows, luggage, backpacks, cookware, cooking equipment, kitchen utilities, and similar equipment.

Encampment means one or more temporary, makeshift, or hand-built structures not intended for long-term continuous occupancy, including tents, that are used to shelter one or more persons or their belongings and that are not authorized by the property owner. Encampment includes any camp paraphernalia and personal property associated with or located in or around the structures or tents.

Open space means any undeveloped public property either primarily in its natural state, or that is held out by the City or used by the public for passive recreational purposes, conservation, habitat preservation, or that maintains or enhances the conservation of natural or scenic resources.

Park means any public property, whether developed or undeveloped, held out by the City or used by the public for active or passive park and recreation uses, including adjacent buffer lands and natural areas and any adjacent parking lots and perimeter sidewalks. The definition of park includes open space.

Public area means and includes, but is not limited to, any street, alley, park, public right-of-way, recreational area or other place to which the public has access. Public areas include private streets and alleys.

Shelter means any City-funded shelter or other City-secured shelter where individuals or families experiencing homelessness can access beds and other services or an area designated by the City for use by individuals or families experiencing homelessness.

Store means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

Street means the same as defined in the California Vehicle Code.

Waste means Bulky Waste, Construction and demolition waste, Green waste, Hazardous waste, Landscaping debris, Manure, Medical and infectious waste, Recyclables, Solid Waste, Special wastes, Universal waste, and Used motor oil as these terms are defined under San Fernando Municipal Code section 70-2. The term “Waste” also includes abandoned or unidentified personal property that is left unattended on public sidewalks and rights-of-way or other Public Property.

Waterway means all or any portion of the Los Angeles River Watershed, including flood control channels and smaller storm water channels that feed into the Pacoima Wash, found within the territorial boundaries of the City of San Fernando.

Sec. 74-281. Unlawful Encampments on Public Property.

- (a) It shall be unlawful for any person to camp or to maintain an encampment in or upon any public area, including in any street, sidewalk, park, or open space, unless specifically authorized by the City Council.
- (b) At all times, it shall be unlawful for any person to camp or to maintain an encampment where such activity:
 - (1) poses an immediate threat or an unreasonable risk of harm to any natural person,
 - (2) pose an immediate threat or an unreasonable risk of harm to public health or safety, or
 - (3) obstructs or disrupts the delivery of vital government services.
- (c) At all times it shall be unlawful for any person to camp or to maintain an encampment in the following locations:
 - (1) within two blocks of a school that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education provided that signs are posted prohibiting camping that are clearly visible to pedestrians. School, for purposes of section 74-281 (c), does not include a vocational or professional institution of higher education, including a community or junior college, college, or university;
 - (2) within two blocks of any shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians;
 - (3) in any open space or waterway, or the banks of a waterway;

- (4) within any public or transit hub, on any trolley platform, or along any trolley tracks provided that signs are posted prohibiting camping that are clearly visible to pedestrians; and
 - (5) in any park where the City Manager determines there is a substantial public health and safety risk and provided that signs are posted prohibiting camping that are clearly visible to pedestrians. For purposes of this section 74-281 (c)(5), the definition of park does not include open space;
 - (6) inside any City building or facility, including but not limited to lobbies, waiting areas, indoor common areas or areas where the general public is not allowed entry or portion of City-owned property where such buildings or facilities are located, including exterior common areas, landscaped areas or parking lots;
 - (7) at locations that obstruct or hinder ingress and egress to and from City buildings or facilities or that obstruct or hinder ingress and egress to City-owned parking lots that serve such buildings or facilities.
- (d) It is unlawful for any person to do any of the following:
- (1) Build or erect a structure of any type along the banks of any waterway, or drive a nail or other object into any tree or other natural area vegetation for the purpose of building an encampment or any other structure, or to affix an object to any tree or other natural vegetation;
 - (2) Move large rocks, destroy vegetation, paved roads or paths created by the City, or otherwise reconfigure the natural landscape in the waters of or along the bank of a waterway;
 - (3) Drive, park, or bring any vehicle along the banks of a waterway, except in places specifically provided and designated for vehicular use;
 - (4) Dig on the banks of a water way, or
 - (5) Discharge or store waste of any kind, including human waste, along the bank or into the waters of a waterway.

Sec. 74-282. - Enforcement.

Violations of this Article may be prosecuted as misdemeanors under Article II of Chapter 1 or as public nuisances under Article III of Chapter 1. The enforcement procedures of these Articles are in addition to any specific enforcement procedures set forth in this Article. Unless otherwise expressly provided, the remedies and penalties provided by this Chapter are cumulative to each other, and to the remedies and penalties available under any other provision of this Code and any other laws.

Sec. 74-283. Abatement of Encampments.

The City may remove personal property, camping paraphernalia, and all other property, contraband, litter, and waste found at an encampment or at a location where a person is engaged in unlawful camping in compliance with the following procedures:

(a) Written Notice Required Prior to Abatement

- (1) A written Notice of Clean-Up will be posted on each tent or structure and in any other distinct areas of the encampment providing notice of the date of clean-up and giving a minimum of 72 hours for persons to remove their personal property. The written notice shall also include the following statement, which may be updated by the City to provide accurate and current information:

You must remove your belongings from the site within 72 hours. You should not leave behind any belongings you want to keep. All belongings left behind will be removed by the City. The City will post an Impound Notice if belongings are stored during the clean-up process.

If you wish to minimize the risk of losing valued belongings, you should try to keep those belongings on your person at all times, in a storage facility, or in visible, sanitary, and safely accessible bags or bins.

If you think your belongings were impounded and stored, you can claim them by following the directions on the Impound Notice after the clean-up is complete. Information about how to claim your belongings is also available on the City's website. You may retrieve any stored belongings without being asked about your criminal background or outstanding warrants.

- (2) After 72 hours, the City Manager or designee shall conduct abatement of the site on the date posted on the Notice of Clean-Up. If abatement is delayed or rescheduled, the City Manager or designee may conduct abatement within 48 hours of the posted Notice of Clean-Up without reposting a new Notice of Clean-Up. If abatement is delayed longer, the City Manager shall repost a Notice of Clean-Up with a new date.

(b) The City Manager or designee shall follow these additional procedures when persons are present at an encampment during abatement:

- (1) City may provide any person at an encampment with shelter and service information and direct them to remove their belongings from the site.
- (2) The City shall evaluate reasonable requests for additional time or assistance to remove items and may accommodate those requests to the extent practicable.

- (3) Any person who returns to an encampment during abatement shall be allowed to remove their personal property from the site. Personal property left behind will be deemed abandoned.
 - (4) Any person arrested for a criminal offense or an outstanding warrant shall not be required to abandon personal property they identify as their own. Unless the person requests the personal property be discarded or entrusted to another, all personal property of apparent value will be taken to the San Fernando Police Department for impoundment in accordance with existing policy and procedure. Where the owner of the items cannot be readily identified or discovered, the City Manager shall follow the abatement process in this Article.
- (c) The City shall document the abatement process as follows:
1. photograph or video record the site before any abatement begins,
 2. open backpacks, purses, suitcases, and other small storage containers to determine whether they contain items eligible for storage,
 3. set out items contained in bags or suitcases and photograph the items,
 4. photograph or video record all items to be stored,
 5. photograph or video record the cleanup process, and
 6. photograph or video record the site after abatement has concluded.
- (d) Unclaimed items found in abatement shall be eligible for storage if:
1. circumstances indicate that the item belongs to a person,
 2. the item has apparent utility in its current condition and circumstances, and
 3. the item can be safely retrieved from the site.

Examples of items potentially eligible for storage include identification and associated paperwork, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility.

- (e) An eligible item found during an abatement shall be put into storage, unless it meets one the following disqualifying conditions:
1. hazardous, including items contaminated with human waste, animal waste, or bugs, explosives, weapons, liquids, drug paraphernalia, or mold;

2. likely to become hazardous in storage, including perishables, wet materials that might become moldy, and items covered in mud;
 3. practically un-storable, due to large size, weight, or other similar characteristic;
 4. contraband or stolen; or
 5. is on the City’s current list, published on the City’s website, of common types of items that, in the experience of City staff, individuals regularly abandon during abatement, and there is no contrary indication as to the specific item.
- (f) The City shall record each eligible item to be stored, including the location it was found and the date of storage. Any stored items shall be kept in storage at least 90 calendar days and then may be disposed of, recycled, or reused following the process in San Fernando Municipal Code section 2-853.
- (g) After abatement has concluded and when eligible items are collected and will be placed in storage, the City shall post notices at the location of the abatement that includes information how a person can claim stored items. Information about retrieval of stored items shall also be available on the City’s website. A person may retrieve stored items based on a description with sufficient specificity to demonstrate ownership. A person may retrieve stored items without inquiry into the person’s criminal background or outstanding warrants.
- (h) Expedited Abatement.
1. In an expedited abatement, the City shall follow the same abatement and storage procedures in section 74-283 but shall post a Notice of Clean-Up giving a minimum of 24 hours for all persons to remove their personal property.
 2. The City shall prioritize and expedite the removal of an encampment if:
 - A. the City receives direction from County of Los Angeles or other governmental authority that abatement of the encampment is necessary to preserve public health or safety, including to address known or suspected outbreaks of diseases; or
 - B. the City observes or reasonably suspects the encampment creates a condition that presents a significant risk of property damage, bodily injury or death.
- (i) In addition to the procedures referenced above, the City Council reserves the right to adopt by resolution such other administrative policies as maybe necessary or desirable to effectuate the statutory policies set forth herein.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 7. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on 15th day of July, 2024.

Celeste Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard A. Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1726 which was introduced on July 1, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the 15th day of July, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July 2024.

Julia Fritz, City Clerk



2024

CONTRACT SERVICES AGREEMENT

(Contractor: Community Bridge Housing Corp.)

(Nature of Engagement: Temporary Housing Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of May, 2024 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and COMMUNITY BRIDGE HOUSING CORP., a nonprofit public benefit corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires temporary housing services for displaced and homeless people; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Manager.

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

Section 1. Scope of Services.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain proposal of CONTRACTOR entitled "**Proposal for Temporary Housing Services**" dated December 20, 2023 (hereinafter, the "Scope of Services") which is attached as **Exhibit "A"**. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the various services and tasks identified in the Scope of Service may be referred to generally by the capitalized term "Services."

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- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be performed under this Agreement; (ii) has carefully considered how the Services should be performed. CONTRACTOR will inspect any location where the Services are to be performed and acquaint itself with the conditions of the location before commencing any of the Services requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

- D. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Services performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR's cessation or abandonment.

Section 2. Term.

- A. This Agreement shall have a term of one (1) year commencing as of the date the Agreement is executed by all Parties. The Agreement may be extended by the CITY subject to its same terms and conditions for one (1), one-year extension term, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term. The City Manager is authorized to extend the term administratively, provided that CONTRACTOR's total aggregate compensation for services performed during the initial Term and the period of the extension term do not exceed the aggregate sum of \$25,000.

- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

- C. CONTRACTOR shall diligently and continuously pursue all Service-related projects and tasks assigned by CITY to completion. CONTRACTOR shall cooperate with CITY and in no manner interfere with business activities of CITY, its employees or other consultants, contractors or agents.

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- D. CONTRACTOR shall not claim or be entitled to receive any additional compensation or damages because of the failure of CONTRACTOR, or its subcontractors, to perform, properly perform or timely complete related services or tasks necessary for CONTRACTOR to perform, properly perform or timely complete any of the Services contemplated under this Agreement.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees and agents.
- F. CONTRACTOR, at its sole expense, shall pay all sales taxes, transactions and use taxes and other similar consumer taxes required by law.
- G. CONTRACTOR shall complete all Services requested CITY within the deadlines specified in each Work Order as referenced under Section 3, below.

Section 3. Performance of Services.

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the Services nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of Services by CONTRACTOR and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of any Services shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific Services requested;
 - 2. The location of where the Services are to be performed, if applicable or otherwise relevant to the engagement;
 - 3. A not-to-exceed budget for performing the Services;
 - 4. A timeline for completing the requested Services;
 - 5. Any other information CITY deems necessary and relevant to CONTRACTOR's performance of the requested Service; and
 - 6. The signature of the City Representative, confirming that performance of the Services has been authorized by the City Representative.
- B. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services specified in each Work Order, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall commence its performance of the Services in a timely and will complete the Services in each Work Order in a timely manner.

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Section 4. Compensation.

- A. CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth in Section D of the Scope of Services (hereinafter "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the aggregate sum of Twelve Thousand Dollars (\$12,000)(hereinafter, the "Not-to-Exceed Sum"). CITY shall be under no obligation to pay any charges in excess of the Not-to-Exceed Sum, unless such additional charges are first approved by CITY, in its sole discretion, in the form of an amendment to this Agreement. The City Manager shall be authorized to increase the Not-to-Exceed by an additional \$13,000. Any increases to the Not-to-Exceed Sum in excess of \$13,000 shall require City Council approval and shall also be memorialized in the form of a written amendment to this Agreement. CONTRACTOR 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 all Services requested by CITY.

- B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice segregated by Work Order indicating the Services performed and completed during the recently concluded calendar month, including the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the Work Order under which the Services were provided; the number of hours worked in the recently concluded calendar month under each Work Order; the personnel responsible for performing the Service requested under the Work Order; the rate of compensation at which such Services were performed, the subtotal for each Service performed and a grand total for all Services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care.

- A. CONTRACTOR agrees as follows:
 - 1. CONTRACTOR shall perform all Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

 - 2. CONTRACTOR represents all personnel assigned to perform the Services for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;

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3. CONTRACTOR shall perform and complete all Services in a manner reasonably satisfactory to CITY;
 4. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
 5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance;
 6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Services in compliance with the standard of care set forth in this Section and to time complete all Services specified in each Work Order; and
 7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Services performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 6. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Erika Ramirez, Director of Community Development (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Services provided under each Work Order. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.

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- B. Contractor Representative. For the purposes of this Agreement, Jacqueline Chavez, Executive Director, and Paul Dumont, Program Manager, are hereby designated as the principals and representatives of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR’s performance under this Agreement and to make all decisions in connection therewith (hereinafter, the “Contractor Representatives”). Notice to the Contractor Representatives, whether written or verbal, shall constitute notice to CONTRACTOR. The Contractor Representatives shall supervise and direct the Services, using their best skill and attention. The Contractor Representatives shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor’s Personnel.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Service and all other related tasks contemplated under this Agreement.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsible for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR’s performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR’s behalf in the performance of this Agreement.
- E. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR’s employees and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 8. Provisions Applicable to Services Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Services to be performed by CONTRACTOR constitute a “public work” within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

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B. Hours of Work.

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services subject to this Section shall constitute a legal day's work under this Agreement.
2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of the Services subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.

C. Hours of Work.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Services subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Services subject to this Section shall pay no less than these rates to all persons engaged in performance of the Services subject to this Section.
2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Services subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that are subject to this Section that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing

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wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Services subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

- (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Services subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Services subject to this Section.
 - (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Services subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Services subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (i) The information contained in the payroll record is true and correct.

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- (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer’s employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

- 4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR’s behalf in performance of the Services subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Services on CONTRACTOR’s behalf to employ for the Services subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Services subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 9. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 et seq. CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this

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Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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 absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 10. Independent Contractor. CONTRACTOR shall at all times during the term of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Services to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Section 11. Non-Discrimination.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Services provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

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- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide Services under this Agreement

Section 12. Indemnification.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code §2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code §2782(b).
- B. Attorneys and other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

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- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- D. CITY does not and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.

- E. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section 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.

- F. Payment is not required as condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.

- G. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.

- H. The provisions of this Section shall survive the termination of this Agreement and the completion of all Services contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

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Section 13. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
 - I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
 - J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
 - K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
 - L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
 - M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
 - N. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

Section 14. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Services and to enable the CITY to evaluate the performance of the Services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

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Section 15. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. 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 in this Section 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
1. CONTRACTOR shall cure the following Event of Default within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall

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be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-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 subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

- 2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- 3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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4. 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.

5. 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. 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.

Section 16. Force Majeure. The deadline for completion of Services undertaken may be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes,

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freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 17. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
Attn: Community Development Director
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1217

If to CONTRACTOR:

Community Bridge Housing Corp.
Attn: Jacqueline Chavez, Executive Director
13770 Sayre Street
Sylmar CA 91342
(818) 941-2345

Section 18. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 19. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 20. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 21. Governing Law; Jurisdiction. 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.

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Temporary Housing Services

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Section 22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

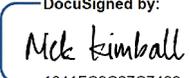
Section 23. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

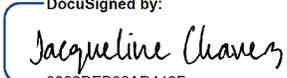
Section 24. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

COMMUNITY BRIDGE HOUSING CORP.:

By: 
1041FC9C27C7499...
Nick Kimball, City Manager

By: 
3989DEB02AD448F...
Jacqueline Chavez

Date: 05/02/2024 | 1:20 PM EDT

Title: Executive Director

Date: 05/02/2024 | 8:46 AM PDT

APPROVED AS TO FORM

By: 
9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

Date: 05/02/2024 | 9:53 AM PDT

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EXHIBIT "A"

EXHIBIT "A"

PROPOSAL FOR TEMPORARY HOUSING SERVICES

CONTRACTOR proposes to provide temporary housing for displaced and/or homeless persons who are present within the jurisdictional boundaries of the City of San Fernando. Housing shall be provided at CONTRACTOR's facility located at 13770 Sayre St., Sylmar, CA 91342 (the "Facility") according to the following terms:

- A. Condition of Facility. CONTRACTOR shall ensure that the Facility is maintained at all times in a safe and sanitary condition, and in compliance with all laws, codes, rules, ordinances, regulations and legal standards applicable to the temporary housing of displaced and/or homeless persons.
- B. Facility Licensure. CONTRACTOR shall maintain compliance with any and all federal, state and local licensure requirements (including but not limited to maintenance of an LA County Public Health License, if applicable) and shall otherwise adhere to the requirements applicable to an Interim Housing Facility (as such term is defined at Section 8.04.277 of the Los Angeles County Code).
- C. Availability of Temporary/Bridge Housing. CONTRACTOR shall cause the Facility to be available for temporary and/or bridge housing of Eligible Persons. As used herein, an "Eligible Person" is any person of eighteen years of age or older who is present within the jurisdictional boundaries of the City of San Fernando and who lacks permanent housing, is experiencing homelessness, is at imminent risk of becoming homeless or who is otherwise displaced. Housing shall be provided at the Facility to Eligible Persons according to the following provisions and procedures:
 - 1. CONTRACTOR shall maintain a minimum of one (1) Bed, available at any time (24-hours per day, seven days per week), for the housing of an Eligible Person. CONTRACTOR shall maintain such other Beds at the Facility as are sufficient to house the estimated number of unhoused Eligible Persons within the City as calculated by the Los Angeles Homeless Services Authority (LAHSA) on an annual basis. As used herein, a "Bed" shall be a single bed of twin size or greater, with frame, mattress, bedding, and one or more pillows, maintained in a clean and sanitary condition. Each Bed may be stand-alone or may be one of a set of bunkbeds. Each Bed shall be located with a room designated for privacy and sleeping (such as a bedroom); provided, however, that more than one Bed may be located in any given room (in which case the Eligible Persons housed in the room do so in a manner akin to roommates). All Beds shall be designated by number or other code so as to indicate its location within the Facility, such that each Bed may be distinguished from the others and identified in any reports, invoices, and/or CONTRACTOR's other Facility materials.

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2. CONTRACTOR shall maintain a staff of employees and/or volunteers at the Facility who are capable of admitting and processing Eligible Persons, and shall maintain phone numbers, protocols and other means of communication and administration sufficient to facilitate the referral and admission of Eligible Persons for housing at the Facility.
3. CONTRACTOR's protocols shall not discriminate against any Eligible Person on the basis of gender, race, national origin, sexual orientation, gender identity, religion, disability, or any other protected characteristic (collectively, "Protected Characteristics"), and CONTRACTOR shall not discriminate against any Eligible Person on the basis of Protected Characteristics. Notwithstanding the foregoing:
 - a. CONTRACTOR's protocols shall include measures to identify persons for whom housing at the Facility would be improper or dangerous (including but not limited to measures which screen for health conditions, mental and/or emotional conditions, and other characteristics warranting a greater degree of service or care than that available at the Facility, including conditions or characteristics warranting transfer to a hospital, health care facility, or other appropriate facility), and CONTRACTOR shall decline admission of any otherwise Eligible Person who CONTRACTOR reasonably determines to be in need of a greater degree of service or care than that which is available at the Facility.
 - b. CONTRACTOR's protocols shall include measures to safeguard the health and safety of persons based on gender and/or gender identity and, as such, CONTRACTOR may maintain protocols which require Eligible Persons who are female to be housed in different rooms and/or areas of the Facility which are inaccessible to staff and Eligible Persons who are male. To that end, CONTRACTOR shall implement all protocols and other measures which safeguard women from harassment, violence, or unwanted advances, and CONTRACTOR may designate rooms or areas of the Facility as "female-only" for such purpose.
4. CONTRACTOR shall maintain staff (who shall be employees and/or volunteers) who are available to receive referrals of Eligible Persons from any of the following sources: (i) NORTH VALLEY CARING SERVICES, a California nonprofit public benefit corporation ("NVCS"); (ii) any department or officer of the CITY; and (iii) any other person or organization designated by the CITY for the referral of Eligible Persons. Upon receipt of any such referral, CONTRACTOR shall determine whether admission is appropriate according to CONTRACTOR's protocols and, if so CONTRACTOR's staff shall coordinate with NVCS or other referring party so as to coordinate the admission of the Eligible Person into the Facility. Any Eligible Person so referred to CONTRACTOR shall be transported to the Facility by NVCS or by CITY-affiliated staff, it being understood that CONTRACTOR does not provide transportation services and is not responsible for coordinating or facilitating the transportation of Eligible Persons to the Facility.

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5. Each Eligible Person so admitted to the Facility shall be assigned a Bed, and shall be permitted to remain housed at the Facility, with full use of the Bed and associated amenities at the Facility, for the duration of his/her period of housing. Said amenities shall include, but not be limited to, the following:
 - a. Bed and bedding, including daily laundering of the same.
 - b. Laundry service for clothes.
 - c. Showers, toilets, and associated facilities.
 - d. Bedroom or room for sleeping (provided that such room may be shared with others, as roommates or otherwise).
 - e. Changing areas and areas for privacy.
 - f. Daily meal service (breakfast, lunch and dinner).
 - g. Phone and wifi access.
 - h. Areas for recreation and socialization.

6. CONTRACTOR shall maintain records sufficient to document the date and time each Eligible Person is admitted to the Facility and when such Person's housing at the Facility ends. Said records shall identify which Bed each Eligible Person is assigned to and, if a Bed-assignment is changed, the date and related information of changes to such Person's Bed-assignment. Said records (or a summary thereof) shall likewise be provided to the CITY on a monthly basis, concurrently with CONTRACTOR's invoicing to the CITY (as provided under Section A., below). Further, any and all such records shall produce the same upon request by the CITY.

7. CONTRACTOR shall likewise maintain and implement protocols for the oversight and management of Eligible Persons admitted to the Facility, including protocols for addressing health, well being, hygiene, security, conflicts, and safety. Notwithstanding the foregoing, CONTRACTOR shall not be required to provide medical- or health-related services, nor any medical or healthcare (other than standard first aid, if needed), nor shall CONTRACTOR provide any services for which a license by the California Department of Social Services or California Department of Health Care Services is required. As such, to the extent services are provided to Eligible Persons by CONTRACTOR, they shall be of a general hospitality-like nature only. CONTRACTOR's protocols shall include requirements for the recordkeeping of any instances concerning the health, well being, hygiene, security, conflicts, or safety of Eligible Persons and staff, and CONTRACTOR shall produce the same upon request by the CITY.

8. CONTRACTOR shall maintain rules and requirements (akin to "household rules") which all Eligible Persons must adhere to as a condition for residing in the Facility. Such rules shall be posted within the Facility and explained to each Eligible Person at the time of admission; provided, however, that CONTRACTOR may revise such rules from time to time depending on conditions and requirements in the Facility and as otherwise necessary.

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- D. In consideration for providing housing to Eligible Person, the CITY shall pay CONTRACTOR: the sum of One Thousand Dollars (\$1,000.00) per month to reserve the availability of one (1) Bed as set forth under Section C.1., above. For each additional Bed occupied by an Eligible Person in a given calendar month, CITY shall also pay CONTRACTOR an additional One Thousand Dollars (\$1,000.00) per month. To the extent an Eligible Person occupies an additional Bed for less than an entire calendar month, the CITY shall only pay CONTRACTOR a pro rata portion of the foregoing fee. Fees shall likewise be subject to the following terms:
1. The CITY shall have no obligation to pay CONTRACTOR except upon CONTRACTOR's submission of invoices, which CONTRACTOR shall submit monthly.
 2. Each such invoice shall identify, by number or other code, the Bed which has been available for housing over the applicable month pursuant to Section C.1. Additionally, each invoice shall also identify, by number or other code: (i) each additional Bed which was actually occupied by an Eligible Person over said month; (ii) the dates on which such occupancy commenced and/or ended; and (iii) the pro rata fee which CONTRACTOR is entitled for such occupancy. (By way of example, if Eligible Persons occupied three Beds over the period of September 1 through 15, then CONTRACTOR would invoice the CITY \$1,500, consisting of \$1,000 pursuant to Section C.1., plus the pro rata share for two Beds over 15 days of the month.)
 3. All invoices shall be submitted to the CITY's Community Development Director and shall be deemed submitted upon being emailed, mailed or hand-delivered to the Community Development Department.
 4. All payments shall be made by check payable to "Community Bridge Housing Corp." and mailed or hand-delivered to the Facility.
 5. The requirements of this Section D shall be subject to the procedures for payment set forth under the Agreement to which this Exhibit "A" is attached, including the provisions of Section 4 of the Agreement.
 6. CONTRACTOR agrees to comply with all invoicing, payment and reporting procedures set forth under the San Fernando Municipal Code, City policy or any Federal, State or County funding source used to pay for the Services.
- E. Inspection & Cooperation. The CITY shall have the right to review any and all protocols, rules, and requirements promulgated by CONTRACTOR hereunder, and shall have the right inspect the Facility, upon reasonable request. CONTRACTOR shall facility any such review and/or inspection and shall cooperate with the CITY in good faith as to any changes and/or revisions which the CITY reasonably requests. CONTRACTOR shall likewise aid and assist the CITY with respect to any inquiries (for audit, compliance or other lawful purpose) which the CITY may have as to any Eligible Person admitted to the Facility.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
 By: Fabian Valdez, Police Chief
 CJ Chiasson, Acting Police Commander

Date: July 15, 2024

Subject: Consideration to Adopt a Resolution Authorizing Approval of a Memorandum of Understanding and Funding Agreement with the County of Los Angeles to Participate in the Taskforce for Regional Autotheft Prevention

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8322 (Attachment “A”) approving a Memorandum of Understanding (MOU) and Funding Agreement with the County of Los Angeles to participate in the Taskforce for Regional Autotheft Prevention (TRAP);
- b. Approve a MOU and Funding Agreement with the County of Los Angeles (Attachment “B” – Contract No. 2269) to participate in the Taskforce for Regional Autotheft Prevention and allow one full-time San Fernando Police Officer to be assigned to the Taskforce in an effort to deter and reduce incidents of vehicle theft, increase recovery rates of stolen vehicles, and identify trends and patterns in vehicle theft;
- c. Authorize the San Fernando Police Chief to assign San Fernando Police Officer(s) to the TRAP program subject to available resources; and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- 1. On July 28, 1992, the Los Angeles County Board of Supervisors adopted a resolution to impose a one dollar (\$1) vehicle registration fee on vehicles, as authorized by Senate Bill 2139, codified at California Vehicle Code section 9250.14 to be used for funding the deterrence, investigation and prosecution of vehicle theft in Los Angeles County.
- 2. On September 29, 2000, the California Legislature authorized the collection of an additional two dollars (\$2) vehicle registration fee on commercial vehicles, effective January 1, 2001, with the purpose of increasing the funding and effectiveness of TRAP against the crime of auto theft.

Consideration to Adopt a Resolution Authorizing Approval of a Memorandum of Understanding and Funding Agreement with the County of Los Angeles to Participate in the Taskforce for Regional Autotheft Prevention

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3. On May 5, 2015, the Los Angeles County Board of Supervisors adopted a resolution increasing the vehicle registration fees from one dollar (\$1) to two dollars (\$2) on vehicles and from two dollars (\$2) to four dollars (\$4) on commercial vehicles to generate additional revenue in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County.
4. On September 21, 2023, the San Fernando Police Department (SFPD) met with the Los Angeles County Sheriff’s Department to discuss entering into an MOU and assigning SFPD Officer(s) to the taskforce, subject to available staffing resources.

ANALYSIS:

The Los Angeles County Sheriff’s Department, Los Angeles County Chief Executive Officer, and the Countywide Criminal Justice Coordination Committee developed a consolidated vehicle theft curtailment program to integrate resources against vehicle theft and named the program “Taskforce for Regional Autotheft Prevention,” commonly referred to as TRAP.

The mission of TRAP is to promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in Los Angeles County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector.

The recent surge in vehicle theft in the City and across Los Angeles County has become a significant concern for both residents and law enforcement. A review of vehicle theft statistics and data for San Fernando in the past three years indicates a fluctuating yet consistently high number of vehicle theft incidents.

	2021	2022	2023	Total
Reported Vehicle Thefts	82	72	84	238
Reported Vehicle Recoveries	63	57	92	212

Between 2021 and 2023, there were 238 reported stolen vehicles, with 212 recovered during the same period. These figures highlight the ongoing issue of vehicle theft in the community and underscore the need for enhanced measures and stronger collaboration with external law enforcement partners.

The Police Department currently has one detective assigned to investigate vehicle theft and associated crimes, financial crimes, commercial and residential burglaries, grand and petty larcenies, and vandalism. This workload creates resource challenges, as the detective’s efforts are divided among various case types.

Consideration to Adopt a Resolution Authorizing Approval of a Memorandum of Understanding and Funding Agreement with the County of Los Angeles to Participate in the Taskforce for Regional Autotheft Prevention

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These statistics, coupled with the current resource limitations, make it clear that additional resources are needed to combat vehicle theft in the City. Participation in the TRAP program will provide the San Fernando community with additional resources to curb, investigate, and resolve vehicle theft and associated crimes. By participating in TRAP, the Department will gain access to resources, specialized equipment, expertise, and intelligence-sharing that would otherwise be unavailable and will serve as a force multiplier for the Department. This partnership also presents an opportunity to develop in-house experts who can share their newly acquired technical knowledge, enhancing patrol-level vehicle theft investigations.

As part of the MOU Agreement with TRAP, the City will be fully reimbursed for personnel salaries, benefits, and approved overtime expenditures as stipulated in Part IV, Article 3.1, Section B, subsection 2. Additionally, TRAP will provide a vehicle for the assigned personnel as stipulated in Part II, Article 8, subsection 8.1. The City will need to maintain automobile liability/hold harmless insurance coverage for its personnel's use of TRAP-provided vehicles pursuant to Part II, Article 8, subsection 8.2. Furthermore, TRAP will supply the assigned detective with the necessary equipment, supplies, and communication and technical devices for all TRAP-related activities, as outlined in Article 10.1.

As the Department addresses its staffing challenges and approaches targeted staffing levels, it is well-positioned to enter into an agreement and assign a full-time police officer/detective to the position. This initiative aims to enhance public safety in the community.

BUDGET IMPACT:

The City's participation in TRAP will not impact the City's General Fund. The City will cover all worker's compensation, sick leave, injured-on-duty claims, and similar benefits for the officer assigned to TRAP. However, these obligations will not create any additional liabilities for the General Fund.

CONCLUSION:

It is recommended that the City Council adopt a resolution authorize the City Manager to enter into an MOU and funding agreement with Los Angeles County to participate in the Taskforce for Regional Autotheft Prevention (TRAP).

ATTACHMENTS:

- A. Resolution No. 8322
- B. Memorandum of Understanding and Funding Agreement for Taskforce for Regional Autotheft Prevention

RESOLUTION NO. 8322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES TO PARTICIPATE IN THE TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION

WHEREAS, on July 28, 1992, the Los Angeles County Board of Supervisors adopted a resolution to impose a one dollar (\$1) vehicle registration fee on vehicles, as authorized by Senate Bill 2139, codified at California Vehicle Code section 9250.14; and

WHEREAS, on September 29, 2000, in addition to the one dollar (\$1) vehicle registration fee, the California Legislature authorized the collection of an additional two dollar (\$2) vehicle registration fee on commercial vehicles, effective January 1, 2001; and

WHEREAS, on May 5, 2015, the Los Angeles County Board of Supervisors adopted a resolution to increase the vehicle registration fees from one dollar (\$1) to two dollars (\$2) on vehicles and from two dollars (\$2) to four dollars (\$4) on commercial vehicles; and

WHEREAS, the revenue generated is designated for use in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County; and

WHEREAS, the Sheriff of Los Angeles County ("Sheriff"), as the Regional Coordinator of this effort, with the Chief Executive Officer ("CEO"), in conjunction with the Countywide Criminal Justice Coordination Committee ("CCJCC"), developed a consolidated vehicle theft curtailment program ("Program") to integrate resources against vehicle theft; and

WHEREAS, the name of the Program is the Taskforce for Regional Autotheft Prevention ("TRAP"); and

WHEREAS, the mission of TRAP is to promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in Los Angeles County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector; and

WHEREAS, TRAP targets, investigates, and prosecutes individuals involved in vehicle theft, particularly those professional thieves who organize, direct, finance, or otherwise engage in commercial vehicle theft for profit; and

WHEREAS, the Chief of Police for the City of San Fernando ("City") recommends that the City become a participating agency within the meaning of that certain document entitled "Memorandum of Understanding for Taskforce for Regional Autotheft Prevention" ("MOU") the form of which is included among agenda materials provided to the City Council on July 15, 2024; and

WHEREAS, execution of the MOU also contemplates the execution of a related agreement entitled “Funding Agreement for Taskforce for Regional Autotheft Prevention” (“Funding Agreement”) the form of which is also included among agenda materials provided to the City Council on July 15, 2024.

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

SECTION 1. The City Council of the City of San Fernando approves the form of the MOU and Funding Agreement referenced above and authorizes the City Manager to execute the same on behalf of the City of San Fernando and bind the City of San Fernando to the terms and conditions set forth therein. Subject to the approval of the City Attorney as to form, the City Manager is authorized to make such conforming edits as may be necessary to finalize and execute the MOU and the Funding Agreement.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 15th day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

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. 8322 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 15th day of July, 2024, 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 July, 2024.

Julia Fritz, City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT
PREVENTION**

JANUARY 1, 2018

**MEMORANDUM OF UNDERSTANDING
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT
PREVENTION**

This Memorandum of Understanding (“MOU”) for the Taskforce for Regional Autotheft Prevention (“TRAP”) is made and entered into by and between those public agencies which are a signatory to this MOU. The undersigned public agencies (“participating agencies”) do hereby join together to form a consolidated task force for the purpose of integrating investigative and prosecutorial resources to address the expanding vehicle theft problem in Los Angeles County. This MOU shall be dated January 1, 2018 for reference purposes only.

This MOU supersedes all prior memoranda of understanding for the Taskforce for Regional Autotheft Prevention. This MOU shall be the operative document governing Taskforce for Regional Autotheft operations, and all prior memoranda of understanding for the Taskforce for Regional Autotheft are hereby terminated.

**PART I
BACKGROUND, MISSION STATEMENT, AND
MANAGEMENT STRUCTURE**

ARTICLE 1: TASK FORCE ESTABLISHED

- 1.1 On July 28, 1992, the Los Angeles County Board of Supervisors adopted a resolution to impose a one dollar (\$1) vehicle registration fee on vehicles, as authorized by Senate Bill 2139, codified at California Vehicle Code section 9250.14. On September 29, 2000, in addition to the one dollar (\$1) vehicle registration fee, the California Legislature authorized the collection of an additional two dollar (\$2) vehicle registration fee on commercial vehicles, effective January 1, 2001. On May 5, 2015, the Los Angeles County Board of Supervisors adopted a resolution to increase the vehicle registration fees from one dollar (\$1) to two dollars (\$2) on vehicles and from two dollars (\$2) to four dollars (\$4) on commercial vehicles. The revenue generated is designated for use in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County.
- 1.2 The Sheriff of Los Angeles County (“Sheriff”), as the Regional Coordinator of this effort, with the Chief Executive Officer (“CEO”), in conjunction with the Countywide Criminal Justice Coordination Committee (“CCJCC”), developed a consolidated vehicle theft curtailment program (“Program”) to integrate resources against vehicle theft.

ARTICLE 2: TASK FORCE NAME

- 2.1 The name of the Program shall be the Taskforce for Regional Autotheft Prevention ("TRAP").

ARTICLE 3: MISSION STATEMENT

- 3.1 The mission of TRAP is to promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in Los Angeles County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector.
- 3.2 TRAP will target, investigate, and prosecute individuals involved in vehicle theft, particularly those professional thieves who organize, direct, finance, or otherwise engage in commercial vehicle theft for profit.
- 3.3 TRAP will identify locations used in connection with vehicle theft offenses, including legitimate "front" business locations (i.e., body shops and auto dismantlers) which operate as commercial "chop shops," and take appropriate action.
- 3.4 TRAP will provide training and expertise for participating agencies throughout Los Angeles County.
- 3.5 TRAP will seek input and solicit cooperation from the private sector to coordinate a public deterrence program.

ARTICLE 4: BOARD OF ADVISORS

- 4.1 In keeping with the multi-agency concept of this Program, CCJCC, through its Executive Steering Committee, will act as the Board of Advisors for TRAP and will be responsible for advising the Regional Coordinator on policy and overall strategy for the Program.

ARTICLE 5: REGIONAL COORDINATOR

- 5.1 The Sheriff shall serve as the Regional Coordinator for TRAP. The Regional Coordinator shall administer the policy, procedures, and affairs of TRAP, subject to the recommendations of CEO and CCJCC, through its Executive Steering Committee.

- 5.2 The Regional Coordinator shall direct the Project Director to purchase/lease equipment, assets, office space, and resources to support the investigative, prosecutorial, and deterrence functions of TRAP.
- 5.3 The Regional Coordinator shall ensure that accurate books of account, showing in detail all financial transactions relating to TRAP, including all costs, expenses or charges paid, are maintained.
- 5.4 All books and records shall be open to inspection at all times during normal business hours by authorized representatives of participating agencies.
- 5.4 The Regional Coordinator shall direct the Project Director to cause the books of account and other financial records to be audited annually.
- 5.5 The Regional Coordinator, in consultation with CCJCC, shall review and adopt the annual budget for TRAP prior to July 1st of each fiscal year.

ARTICLE 6: PROJECT DIRECTOR

- 6.1 The Project Director for TRAP shall be selected by the Regional Coordinator, after considering the recommendations of the CCJCC Executive Steering Committee. The Project Director shall be of senior law enforcement management rank that will provide a wide range of operational authority to TRAP.
- 6.2 The Project Director shall be responsible for planning, staffing, directing, organizing, coordinating, budgeting, auditing, and reporting all tasks, functions, and resources of TRAP.
- 6.3 The Project Director shall be responsible for resource allocations and day-to-day management of all TRAP assets. The re-deployment of personnel due to special events shall only be made with the approval of the Project Director after consultation with the requesting participating agency.
- 6.4 The Project Director shall prepare and submit to the Regional Coordinator and the CCJCC Executive Steering Committee the annual budget of TRAP for the next succeeding fiscal year in time for revision and adoption prior to July 1st of each fiscal year.
- 6.5 The Project Director shall perform all duties as set forth in this Article 6 (Project Director) and throughout this MOU.

ARTICLE 7: TERM AND TERMINATION OF MOU

- 7.1 This term of this MOU shall commence upon execution of this MOU by the County of Los Angeles and not less than one other participating agency and shall continue indefinitely until terminated as provided herein.
- 7.2 This MOU may be terminated upon the mutual written consent of the participating agencies.
- 7.3 If fewer than two participating agencies remain active participants on TRAP, then this MOU shall terminate immediately.

ARTICLE 8: AMENDMENT OF MOU

- 8.1 Any and all amendments to this MOU shall be in the form of a formal written amendment executed by authorized representatives of all participating agencies.
- 8.2 This MOU may only be amended upon recommendation by the Regional Coordinator, following consultation with, and agreement by, the CCJCC Executive Steering Committee and the CEO. All participating agencies will be notified of any proposed changes to this MOU.

ARTICLE 9: PARTICIPATING AGENCIES

- 9.1 The participating agencies shall be those public agencies that have executed this MOU.
- 9.2 TRAP will be comprised of law enforcement and prosecutorial personnel from public agencies within Los Angeles County, including police officers, sheriff's deputies, California Highway Patrol investigators, and prosecutors.
- 9.3 TRAP may include, in a non-reimbursed capacity, agents from the Federal Bureau of Investigation, the National Insurance Crime Bureau, the United States Department of Homeland Security Customs Protection, the California Department of Motor Vehicles, and/or other concerned public agencies, at the discretion of the Project Director.

ARTICLE 10: TERMINATION OF PARTICIPATION BY PARTICIPATING AGENCY

- 10.1 A participating agency's participation in TRAP shall commence upon execution of this MOU by the participating agency and shall continue until terminated by the participating agency in the manner provided below.
- 10.2 A participating agency may terminate its participation in TRAP by providing sixty (60) calendar days advance written notice to the Project Director. The sixty (60) day period will provide for the timely transfer of assignment and selection of replacement personnel.

ARTICLE 11: DISTRIBUTION OF ASSETS SEIZED

- 11.1 TRAP, when developing case investigations, shall use both civil and criminal forfeiture statutes in the seizure of assets. State and federal asset seizure programs will be utilized by TRAP. It is agreed that the assets seized by TRAP will be used to enhance future TRAP operations. Individual seizures in excess of \$1,000,000 shall be reviewed by the CCJCC Executive Steering Committee for a recommendation to the Regional Coordinator on appropriate disbursement. In the event a decision is made to disburse any excess assets, such assets shall be divided based upon the following formula, developed by mutual consent of the participating agencies:
- A. Seventy-five percent (75%) of the involved assets will be divided among the participating agencies. The formula for distribution shall be as follows:
 - 1. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles County Sheriff's Department
 - 2. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles Police Department
 - 3. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the other reimbursed participating agencies (with the exception of District Attorney's Office and California Highway Patrol who serve in an administrative capacity), disbursed through the Los Angeles County Police Chiefs' Association
 - B. Twenty-five percent (25%) of the involved assets shall be disbursed to the TRAP Program Operating Fund upon approval by the CCJCC Executive Steering Committee.
 - C. Disbursement will be calculated after administrative costs and federal and state costs have been deducted.

ARTICLE 12: PROGRAM FUNDING

12.1 On September 6, 2013, Assembly Bill 767 was passed and signed into law by the California Legislature. The bill amended California Vehicle Code section 9250.14 to eliminate the sunset date and authorize the collection of Program funding indefinitely.

ARTICLE 13: DISPOSITION OF ASSETS UPON DISSOLUTION OF TRAP

13.1 Upon the dissolution of TRAP, any assets acquired by TRAP during the period of operation and still on hand shall be distributed to participating agencies, on the basis of appraised value at the time of dissolution, based upon the following formula:

- A. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles County Sheriff's Department
- B. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles Police Department
- C. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the other reimbursed participating agencies, agencies (with the exception of District Attorney's Office and California Highway Patrol who serve in an administrative capacity), disbursed through the Los Angeles County Police Chiefs' Association

**PART II
OPERATIONAL STANDARDS, STRUCTURE, AND
PERSONNEL**

ARTICLE 1: OPERATING STANDARDS

- 1.1 All matters governing TRAP operating standards and procedures will be accomplished within constitutional guidelines, ensuring the rights of citizens and considering the duty of law enforcement to deter crime and detect, arrest, and prosecute individuals engaged in illicit activity.

ARTICLE 2: STRUCTURE

- 2.1 TRAP shall consist of three groups: the Headquarters Group, the Black Investigative Group, and the Gray Investigative Group.
- A. The Headquarters Group shall be responsible for the administrative operation of TRAP.
- B. The Black Investigative Group shall be responsible for enforcement activities within specifically defined areas within Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated and unincorporated areas of the County and City of Los Angeles. The Black Investigative Group shall consist of the following three investigative teams:
1. North Team
 2. West Team
 3. South Team
- C. The Gray Investigative Group shall be responsible for enforcement activities within specifically defined areas within Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated and unincorporated areas of the County and City of Los Angeles. The Gray Investigative Group shall consist of the following three investigative teams:
1. East Team
 2. Central Team
 3. South Bay Team
- 2.2 Team boundaries, which will be determined by the Project Director, shall not restrict or prohibit the necessary case follow up, investigation, or assistance by one team in any other team area.

- 2.3 Groups and teams shall be established in phases based on the receipt of necessary funding during the first year and at the direction of the Project Director.

ARTICLE 3: SUPERVISION

- 3.1 Each investigative group shall be managed by an Area Lieutenant.
- 3.2 There shall be two (2) Area Lieutenants, one from the Los Angeles County Sheriff's Department and one from the Los Angeles Police Department, which shall be appointed by the respective participating agency.
- 3.3 Area Lieutenants shall be responsible for the leadership and management of the teams assigned to their respective investigative group.
- 3.4 Each regional team shall be supervised by a Team Supervisor of the rank of sergeant or supervisory detective.
- 3.5 Team Supervisors shall be selected by Area Lieutenants, in consultation with the Project Director, from candidates submitted by the involved participating agencies. Selections may involve an interview process and shall in all cases be in full compliance with prevailing participating agency procedures.
- 3.6 Team Supervisors shall be responsible for the supervision of personnel assigned to their respective teams, the vehicle theft issues in their area of responsibility, and the tasks assigned to their teams.
- 3.7 Participating agency personnel assigned to TRAP shall work full time under the direct daily supervision of Area Lieutenants and Team Supervisors. Area Lieutenants and Team Supervisors shall be under the supervision of the Project Director.
- 3.8 All participating agency personnel assigned to TRAP shall follow all policies, procedures, training, and tactical guidelines enacted for the Program. Should any of the aforementioned policies, procedures, or guidelines conflict with the policy, procedures, guidelines, training, or tactical guidelines of a participating agency, the participating agency's personnel shall immediately bring the conflict to the attention of a supervisor. The participating agency personnel shall abide by the directives of the participating agency until such conflict is resolved. The Project Director shall ensure that the appropriate action to resolve the conflict is initiated without delay.

ARTICLE 4: PERSONNEL SELECTION

- 4.1 Participating agencies shall nominate experienced investigators and qualified investigative trainees for assignment to TRAP. All investigative positions shall be

filled by sworn personnel only. Final personnel selection decisions will be made by the Project Director, in consultation with the concerned participating agency heads. Selection may involve an interview process.

- 4.2 Participating agency representation on TRAP will be based on the agreed-upon funding levels and shall be as set forth in a separate Funding Agreement for Taskforce for Regional Autotheft Prevention, substantially similar to Exhibit A, Funding Agreement for Taskforce for Regional Autotheft Prevention, of this MOU, by and between the County of Los Angeles and the participating agency.
- 4.3 Based on the expertise required to conduct vehicle theft investigations, a one (1) year minimum assignment is strongly recommended for TRAP personnel. Nothing in this MOU prevents any assigned TRAP personnel from returning to his/her participating agency for any reason based on agreed upon procedures.
- 4.4 Personnel may be terminated from the Program and returned to their respective participating agencies for failure to adhere to Program policies and procedures, at the discretion of the Project Director, in consultation with concerned participating agency heads.
- 4.5 Personnel suffering injury or illness resulting in extended absence or light duty status may be evaluated and returned to the participating agency at the discretion of the Project Director, in consultation with concerned participating agency heads.

ARTICLE 5: PROSECUTORIAL SUPPORT

- 5.1 In support of TRAP's mission, the Los Angeles County District Attorney's Office will assign Deputy District Attorneys, Deputy District Attorneys In-Charge, and/or other agreed upon personnel to TRAP to advise, assist, and coordinate prosecutorial activity related to TRAP.
- 5.2 The District Attorney's Office's representation on TRAP will be based on the agreed-upon funding levels and shall be as set forth in a separate Funding Agreement for Taskforce for Regional Autotheft Prevention, substantially similar to Exhibit A, Funding Agreement for Regional Autotheft Prevention, of this MOU, by and between the Los Angeles County Sheriff's Department and the Los Angeles County District Attorney's Office. As necessary, prosecutorial participation will be evaluated and modified, if appropriate, based on workload and budget considerations.
- 5.3 TRAP personnel shall continue to have access to respective Branch Offices for prosecutorial support, at no additional cost to the Program.

ARTICLE 6: CASE PRIORITIZATION

- 6.1 Case priorities will be determined by, but not limited to, the sophistication of the enterprise, community impact, personnel and/or equipment availability, and workable investigative leads.
- 6.2 It shall be the policy of the Program to respond to requests for case development assistance from participating agencies whose situation demands expertise or resources beyond their existing limitations, based on the availability and priorities of TRAP. If TRAP assistance is provided and TRAP becomes extensively involved in an ongoing investigation, TRAP may elect, by mutual agreement, to become the primary investigative unit on the case.
- 6.3 Proactive enforcement will be the primary activity of TRAP teams and will include suspect and location identification, investigation, report preparation, and suspect arrest and prosecution. All manner of vehicle theft will be targeted, but emphasis will be placed on professional, commercial auto theft operations.

ARTICLE 7: CRIME PREVENTION PROGRAM

- 7.1 TRAP will coordinate a vehicle theft crime prevention program utilizing private sector support, community groups, and the media to inform and educate the citizens of Los Angeles County regarding the vehicle theft problem. The intent of the vehicle theft crime prevention program will be to enhance public awareness and encourage community participation to deter vehicle theft.
- 7.2 TRAP will share best practices for community outreach with law enforcement agencies, community-based organizations, and the private sector to enhance awareness of current trends and deterrents.
- 7.3 TRAP will coordinate events, workshops, and seminars that bring together government and the community to create relationships and mutual understanding.

ARTICLE 8: VEHICLES

- 8.1 TRAP will provide TRAP vehicles to participating agency personnel assigned to TRAP for use in carrying out TRAP-related activities.
- 8.2 Participating agencies shall provide and maintain automobile liability/hold harmless insurance coverage (or a program of self-insurance) associated with its personnel's temporary possession of, or use, of TRAP-provided vehicles in accordance with established participating agency policies and procedures.

ARTICLE 9: TRAINING

- 9.1 All required participating agency training shall be attended by its personnel assigned to TRAP. A Team Supervisor shall be notified of scheduled training as soon as possible. If necessary, TRAP will schedule additional training for assigned personnel consistent with TRAP's stated mission and goals.

ARTICLE 10: EQUIPMENT

- 10.1 TRAP will provide participating agency personnel with necessary TRAP assets, including supplies, investigative equipment, communication equipment, and technical equipment for all TRAP-related activities. Such assets, supplies, and equipment shall remain the property of TRAP and will be funded from the Program Operating Budget.

PART III ADMINISTRATIVE GUIDELINES

ARTICLE 1: POLICY

- 1.1 All participating agency personnel assigned to TRAP shall be expected to conform to their participating agency's policies, procedures, and tactical guidelines as well as any additional policies and procedures set forth by TRAP.

ARTICLE 2: REPORTING FORMAT

- 2.1 Investigative reports shall be completed in a timely manner and shall describe TRAP activities fully, exactly, and plainly.
- 2.2 Copies of all case reports shall be kept in the respective team office under an in-house file number until completion of the case, at which time reports will be maintained in a centralized records retention file, managed by TRAP, pursuant to standardized document destruction procedures. Original copies of case reports shall be forwarded to the involved law enforcement agency for required distribution and record keeping.
- 2.3 Report forms used to document case activities shall be those used by the Los Angeles County Sheriff's Department.

ARTICLE 3: RELEASE OF INFORMATION

- 3.1 Large scale investigations are sensitive. Protection of sources of information and managing information about areas of criminal activity are absolutely essential. Dissemination of information and reports will be done on a "need-to-know/right-to-know" basis in compliance with existing state and federal laws. Questions about the appropriateness of releasing case information will be referred to the Project Director, who will coordinate the dissemination of information.
- 3.2 TRAP will cooperate with the news media to assist them in obtaining information on matters of public interest. However, certain information must remain confidential in order to protect the constitutional rights of the accused, to avoid interfering with a TRAP investigation, or because it is legally privileged.
- 3.3 The Project Director shall be responsible for the dissemination or coordination of press releases. All participating agencies will be notified, time permitting, prior to any media releases. Notification will be made in all cases prior to any formal press briefing.

ARTICLE 4: ACTIVITY REPORTS

- 4.1 Team Supervisors shall prepare monthly activity reports detailing team activities for each Area Lieutenant. These activity reports shall be forwarded to the Project Director and shall serve as the basis for quarterly reports to the Sheriff and the CCJCC Executive Steering Committee.
- 4.2 The Project Director shall submit a quarterly operational report within fifteen (15) calendar days of the close of a calendar quarter. Copies of the quarterly report shall be forwarded to all participating agencies.

ARTICLE 5: DOCUMENT SECURITY

- 5.1 All TRAP reports and records shall be designated CONFIDENTIAL. This material shall be secured under lock and key when unattended.
- 5.2 Access to files shall be on a "need-to-know/right-to-know" basis.
- 5.3 Case files being actively worked will be kept under the direct control of TRAP until the investigation is concluded.
- 5.4 Cases with no workable leads, or cases that have not been worked after one (1) year will be handled pursuant to lawful standardized document destruction procedures.
- 5.5 At no time will official reports or evidence be kept or stored anywhere but the designated offices of TRAP or the evidence room or records section of the involved participating agency.
- 5.6 The management of information shall always be done in strict accordance with applicable local, state, and federal laws.
- 5.7 Monthly activity reports and other such similar TRAP materials are prepared specifically for TRAP, the participating agencies, and/or the CCJCC Executive Steering Committee and shall be considered and marked CONFIDENTIAL.

ARTICLE 6: MULTI-AGENCY CONCERNS

- 6.1 Citizens Complaints
 - A. Any complaint from an individual alleging misconduct by personnel assigned to TRAP will be directed to the appropriate Area Lieutenant for immediate assignment and preliminary fact finding.

- B. The Area Lieutenant will immediately notify the Project Director. The Project Director will notify the concerned personnel's participating agency and provide them with all available information regarding the incident. Final determination of investigative responsibility will be made following discussion with the concerned participating agency. Disciplinary action will be recommended and approved solely by the concerned participating agency.

6.2 Employee Evaluations

- A. Area Lieutenants and Team Supervisors will assist appropriate participating agency supervisors in completing fair and objective evaluations for rating periods involving taskforce assignments. The participating agency's evaluation form will be used, and all final evaluations shall remain with the participating agency at all times.

6.3 On-Duty Traffic Collisions

- A. Non-Injury: If personnel assigned to TRAP are involved in a traffic collision while on-duty which does not result in injury or death, then the Area Lieutenant shall make the following notifications:

1. The Project Director
2. A supervisor from the involved personnel's participating agency
3. A supervisor from the law enforcement agency where the incident occurred

Appropriate reports will be completed in compliance with legal requirements and participating agency policy.

- B. Injury or Death: If personnel assigned to TRAP are involved in a traffic collision while on-duty which results in injury or death, then the Area Lieutenant shall make the following notifications:

1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee
2. A supervisor from the involved personnel's participating agency
3. A supervisor from the law enforcement agency where the incident occurred
4. California Highway Patrol

Appropriate reports will be completed in compliance with legal requirements and participating agency policy.

6.4 TRAP Personnel Injury

- A. When personnel assigned to TRAP are injured on-duty, the Area Lieutenant will notify the Project Director. An involved participating agency supervisor will be notified, and procedures will be followed as required by the concerned participating agency. In case of an emergency, personnel assigned to TRAP will receive immediate medical attention in the most expedient manner. In order to assist the Area Lieutenant in ensuring that personnel injury is treated without delay, all personnel assigned to TRAP shall supply medical emergency notification information that will be maintained at the respective team office and the Headquarters Group office.

6.5 Use of Force

- A. Use of force incidents will be reported as required by participating agency guidelines.
- B. Officer-involved-shooting incidents resulting in injury or death during the performance of TRAP duties will require the immediate notification by the Area Lieutenant to the following:
1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee
 2. A supervisor from the involved personnel's participating agency
 3. A supervisor from the law enforcement agency where the incident occurred
 4. LASD Homicide Bureau
 5. LAPD Robbery Homicide Officer Involved Shooting Team (LAPD involved cases only)
- C. Investigative and reporting responsibility will be determined following consultation with involved participating agency representatives and will be in compliance with all participating agency guidelines. Nothing in this MOU precludes concurrent investigations by involved agencies. The Los Angeles County District Attorney's rollout team will be notified if the participating agency of the involved personnel request it. Also, if there is a conflict between participating agency policies when multiple jurisdiction personnel are involved, then the Los Angeles County District Attorney's rollout team will be notified.
- D. Any non-hit shooting or accidental discharge shall immediately be reported to the Area Lieutenant for preliminary investigation. The Area Lieutenant will respond and notify the Project Director, who will notify the supervisor from the involved personnel's participating agency. Investigative and

reporting responsibility will be determined following consultation with the involved agency representatives and will be in compliance with all parent agency guidelines.

6.6 Firearms

- A. Every investigator assigned to TRAP shall carry a firearm in accordance with his/her participating agency policies and procedures. Applicable participating agency policies concerning the use of firearms shall apply. Any firearms carried by personnel assigned to TRAP must be approved by the personnel's participating agency. Personnel assigned to TRAP shall comply with their respective participating agency firearms qualification requirements.

6.7 Indemnification

- A. Each participating agency shall be solely liable for any and all damages resulting from the acts or omissions of its own employees, including those employees assigned to TRAP.
- B. Each participating agency shall indemnify, defend, and hold harmless each and every other participating agency from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney's fees and expert witness fees), arising from or connected with the indemnifying participating agency's acts and/or omissions, including the acts and omissions of the indemnifying participating agency's employees assigned to TRAP, arising from and/or relating to this MOU.

6.8 Employee Benefits

- A. Each participating agency shall be responsible for any and all worker's compensation, sick, injured on duty, or similar benefits incurred by or due to its personnel assigned to TRAP.
- B. Any reimbursement for benefits shall be reimbursed to participating agencies as set forth in this MOU and in the separate Funding Agreement for Taskforce for Regional Autotheft Prevention between the County of Los Angeles and the participating agency.

6.9 Governing Law, Jurisdiction, and Venue

- A. This MOU shall be governed by, and construed in accordance with, the laws of the State of California. Each participating agency agrees and consents

to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

6.10 Authorization Warranty

- A. Each participating agency represents and warrants that the person executing this MOU for the participating agency (and on behalf of the participating agency) is an authorized representative who has actual authority to bind the participating agency to each and every term, condition, and obligation of this MOU and that all requirements of the participating agency have been fulfilled to provide such actual authority.

PART IV FISCAL GUIDELINES

ARTICLE 1: SOURCE OF FUNDING

1.1 Revenue for TRAP is provided by statute pursuant to California Vehicle Code section 9250.14 (2018) ("Section 9250.14"). Section 9250.14 states:

(a) (1) In addition to any other fees specified in this code and the Revenue and Taxation Code, upon the adoption of a resolution by any county board of supervisors, a fee of one dollar (\$1) shall be paid at the time of registration or renewal of registration of every vehicle, except vehicles described in subdivision (a) of Section 5014.1, registered to an address within that county except those expressly exempted from payment of registration fees. The fees, after deduction of the administrative costs incurred by the department in carrying out this section, shall be paid quarterly to the Controller.

(2) (A) If a county has adopted a resolution to impose a one-dollar (\$1) fee pursuant to paragraph (1), the county may increase the fee specified in paragraph (1) to two dollars (\$2) in the same manner as the imposition of the initial fee pursuant to paragraph (1). The two dollars (\$2) shall be paid at the time of registration or renewal of registration of a vehicle, and quarterly to the Controller, as provided in paragraph (1).

(B) If a county has not adopted a resolution to impose a one-dollar (\$1) fee pursuant to paragraph (1), the county may instead adopt a fee of two dollars (\$2) in the manner prescribed in paragraph (1).

(C) A resolution to impose a fee of two dollars (\$2) pursuant to subparagraph (A) or (B) shall be submitted to the department at least six months prior to the operative date of the fee increase.

(3) In addition to the service fee imposed pursuant to paragraph (1), and upon the implementation of the permanent trailer identification plate program, and as part of the Commercial Vehicle Registration Act of 2001 (Chapter 861 of the Statutes of 2000), all commercial motor vehicles subject to Section 9400.1 registered to an owner with an address in the county that established a service authority under this section, shall pay an additional service fee of two dollars (\$2).

(4) (A) If a county imposes a service fee of two dollars (\$2) by adopting a resolution pursuant to subparagraph (A) or (B) of paragraph (2), the fee specified in paragraph (3) shall be increased to four dollars (\$4). The four dollars (\$4) shall be paid at the time of registration or renewal of registration of a vehicle, and quarterly to the Controller as provided in paragraph (1).

(B) A resolution to increase the additional service fee from two dollars (\$2) to four dollars (\$4) pursuant to subparagraph (A) or (B) of paragraph (2) shall be submitted to the department at least six months prior to the operative date of the fee increase.

(b) Notwithstanding Section 13340 of the Government Code, the moneys paid to the Controller are continuously appropriated, without regard to fiscal years, for the administrative costs of the Controller, and for disbursement by the Controller to each county that has adopted a resolution pursuant to subdivision (a), based upon the number of vehicles registered, or whose registration is renewed, to an address within that county.

(c) Except as otherwise provided in this subdivision, moneys allocated to a county pursuant to subdivision (b) shall be expended exclusively to fund programs that enhance the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes. In any county with a population of 250,000 or less, the moneys shall be expended exclusively for those vehicle theft crime programs and for the prosecution of crimes involving driving while under the influence of alcohol or drugs, or both, in violation of Section 23152 or 23153, or vehicular manslaughter in violation of Section 191.5 of the Penal Code or subdivision (c) of Section 192 of the Penal Code, or any combination of those crimes.

(d) The moneys collected pursuant to this section shall not be expended to offset a reduction in any other source of funds, nor for any purpose not authorized under this section.

- 1.2 Revenue may not be used to fund existing budgeted programs or personnel, and participating agencies may not charge any indirect costs for administration or implementation of this MOU.

ARTICLE 2: PROGRAM OPERATING FUND AND ADMINISTRATION

- 2.1 Funding received by the County of Los Angeles pursuant to Section 9250.14 will be placed in a separate TRAP program operating fund, which will be overseen and administered by the Los Angeles County Sheriff's Department.
- 2.2 Funding in the TRAP program operating fund shall be utilized to fund TRAP expenses in accordance with the annual Program Operating Budget, approved and adopted by the Regional Coordinator in consultation with CCJCC, in support of TRAP activities.
- 2.3 The day-to-day fiscal management, accounting, and record keeping for the TRAP program operating fund will be done by the Los Angeles County Sheriff's Department Fiscal Administration Bureau and the Project Director.
- 2.4 Participating agencies shall maintain current and accurate records of account of all obligations and expenditures for respective personnel assigned to TRAP.

- 2.5 Only basic salary, benefits, and approved overtime costs (at time and one half) will be reimbursed by TRAP.
- 2.6 Participating agencies seeking reimbursement for TRAP activities shall submit a detailed invoice/statement of expenses, in a format prescribed by the Project Director, to the Project Director no later than thirty (30) calendar days following the end of each quarter.
- 2.7 Upon approval by the Project Director, an invoice will be forwarded to the Los Angeles County Sheriff's Department Fiscal Administration Bureau for payment within thirty (30) calendar days.
- 2.8 Requisitions for materials and services related to TRAP must have the prior approval of the Project Director. Approved expenses will be forwarded to and paid by the Los Angeles County Sheriff's Department Fiscal Administration Bureau.

ARTICLE 3: FUNDING LEVELS

- 3.1 The annual Program Operating Budget shall be allocated at the following levels:
 - A. Overhead costs: An amount not to exceed thirty-three and one-third percent ($33\frac{1}{3}\%$) of the total annual Program Operating Budget shall be set aside to fund administrative and support costs associated with the Program, which include, but shall not be limited to, the following:
 1. Salaries, benefits, and approved overtime for non-investigative personnel, including District Attorney's Office prosecutorial support
 2. Salaries, benefits, and approved overtime for California Highway Patrol personnel
 3. Support staff equipment procurement
 4. Special fund expenditures pursuant to Article 4 (Special Funds) below
 - B. Personnel costs: An amount not to exceed sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the total annual Program Operating Budget shall be set aside to fund field personnel costs associated with the Program, including salaries, benefits, and overtime.
 1. Participating agencies shall assign personnel to TRAP in accordance with their respective Funding Agreement for Taskforce for Regional Autotheft Prevention. All personnel assigned to TRAP shall be paid directly by their respective participating agencies.
 2. Participating agencies shall be reimbursed for actual personnel salary, benefits, and approved overtime expenditures at the following funding/staffing levels:

- a. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Los Angeles County Sheriff's Department
 - b. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Los Angeles Police Department
 - c. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Other reimbursed participating agencies
3. Overtime will be eligible for reimbursement only if pre-approved by an Area Lieutenant.
- a. All personnel shall, as required, be required to work beyond their normal workday or respond to call outs as deemed necessary by the Area Lieutenant or Team Supervisor.
- C. Any excess funds not expended from the overhead costs category may be diverted quarterly to the personnel costs category, at the discretion of the Project Director.
- D. The overhead costs funding levels may be adjusted by the Regional Coordinator, upon the recommendation of the Project Director, the CCJCC Executive Steering Committee, and the CEO.

ARTICLE 4: SPECIAL FUNDS

- 4.1 A special fund shall be established from the Program Operating Budget to which TRAP personnel may charge approved Special Expenditures, as defined below, which are necessary in the performance of the duties of the duties required herein.
- 4.2 Special Expenditures are expenditures by TRAP personnel incurred while working undercover or on surveillance, which must be directly related to informant fees and/or investigative expenses.
- 4.3 The Project Director shall maintain the special fund in the amount of \$10,000 at all times throughout the year.
- 4.4 All Special Expenditures shall have the prior approval of the Project Director.
- 4.5 A numbered receipt and ledger system requiring the signature of the Area Lieutenant and a Team Supervisor will be required for all approved Special Expenditures denoting the appropriate reason/justification for the Special Expenditure.

ARTICLE 5: INVESTIGATION INTO MISSING FUNDING

- 5.1 The Project Director shall immediately initiate an investigation if TRAP funding is discovered to be lost, stolen, or otherwise not accounted for or missing.

ARTICLE 6: CREDIT CARDS

6.1 The Project Director may apply for, receive, and authorize the use of credit cards for the sole purpose of conducting TRAP business.

* * * * *

**MEMORANDUM OF UNDERSTANDING
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

City of San Fernando, San Fernando PD
Authorization
for Participation in TRAP

IN WITNESS WHEREOF, the City of San Fernando has caused this MOU, dated January 1, 2018, for reference purposes only, to be executed by its duly authorized representative, on the date written below.

By _____
NICK KIMBALL, SAN FERNANDO CITY MANAGER

Date _____

APPROVED AS TO FORM:

By _____

**FUNDING AGREEMENT
FOR
TASKFORCE FOR REGIONAL AUTO THEFT PREVENTION**

This Funding Agreement for the Taskforce for Regional Autotheft Prevention (“TRAP”) is made and entered into by and between the City of San Fernando, San Fernando Police Department (“PPD”) and the County of Los Angeles, by and through the Los Angeles County Sheriff’s Department, on the dates written below.

- A. Whereas, the parties hereto have entered into the Memorandum of Understanding for Taskforce for Regional Autotheft Prevention, dated January 1, 2018 (“MOU”); and
- B. Whereas, the Sheriff of Los Angeles County serves as the Regional Coordinator for TRAP; and
- C. Whereas, the Los Angeles County Sheriff’s Department administers the TRAP program operating fund and distributes TRAP funding in accordance with approved annual Program Operating Budget; and
- D. Whereas, pursuant to the MOU, the parties seek to document San Fernando Police Department’s assignment of personnel to TRAP.

Now, therefore, in consideration of the covenants and conditions herein contained, the parties do hereby agree as follows:

- 1. San Fernando Police Department shall assign ____1____ investigator(s) to TRAP on a full-time basis.
- 2. Utilizing TRAP program funding, the County of Los Angeles shall reimburse the San Fernando Police Department for actual investigator salary and benefits, including any approved overtime, incurred while performing TRAP duties in accordance with the approved annual TRAP Program Operating Budget.
- 3. The San Fernando Police Department shall invoice the County of Los Angeles for reimbursement of TRAP investigator salaries and benefits on either a monthly or quarterly basis. All invoices shall be sent to TRAP as follows:

**Taskforce for Regional Autotheft Prevention
1833 S. Mountain Avenue
Monrovia, California 91016**

- 4. This Funding Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated as provided herein.

5. If the San Fernando Police Department terminates its participation in TRAP in accordance with the requirements of the MOU, this Funding Agreement shall automatically terminate concurrently with the San Fernando Police Department's termination of participation in TRAP.
6. In the event of unforeseen circumstances, lack of available funding, or disaster, this Funding Agreement may be terminated by either party, in writing, at any time, with or without advance written notice to the other party.
7. All changes, modifications, or amendments to this Funding Agreement must be in the form of a written amendment duly executed by authorized personnel of the County of Los Angeles and the Participating Agency.
8. Neither party shall assign any right or delegate any duty under this Funding Agreement.
9. The San Fernando Police Department shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Participating Agency's acts and/or omissions arising from and/or relating to this Funding Agreement.
10. The County of Los Angeles shall indemnify, defend, and hold harmless the San Fernando Police Department, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles' acts and/or omissions arising from and/or relating to this Funding Agreement.
11. The San Fernando Police Department contact for this Funding Agreement shall be:

Fabian Valdez, Chief of Police
City of San Fernando – Police Department
910 1st Street
San Fernando, CA 91340
12. The Participating Agency represents and warrants that the person executing this Funding Agreement for the Participating Agency is an authorized agent who has actual authority to bind the Participating Agency to each and every term, condition, and obligation of this Funding Agreement and that all requirements of the Participating Agency have been fulfilled to provide such actual authority.

**FUNDING AGREEMENT
FOR
TASKFORCE FOR REGIONAL AUTO THEFT PREVENTION**

IN WITNESS WHEREOF, the parties have caused this Funding Agreement to be executed by their duly authorized representatives on the dates written below.

**SAN FERNANDO
POLICE DEPARTMENT**

COUNTY OF LOS ANGELES

By _____
NICK KIMBALL, SAN FERNANDO
CITY MANAGER

By _____
ROBERT G. LUNA, SHERIFF

Date: _____

Date: _____

City of San Fernando
San Fernando Police Department
910 First Street
San Fernando, CA 91340

County of Los Angeles
Sheriff's Department
211 West Temple Street
Los Angeles, CA 90012

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
 By: Fabian Valdez, Police Chief
 Jennifer Spatig, Management Analyst

Date: July 15, 2024

Subject: Consideration to Accept the California Highway Patrol – Cannabis Tax Fund Grant Program funds to Support Selective Traffic Enforcement Details, and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the California Highway Patrol (CHP) – Cannabis Tax Fund Grant Program (CTFGP) funds (Attachment “A” – Contract No. 2267) in the amount of \$103,412.20, to help address the dangers of impaired driving involving alcohol and/or drugs by conducting Driving Under the Influence (DUI) Checkpoints, Saturation Patrols, providing Community training on the dangers of DUI and Driving Under the Influence of Drugs (DUID), and purchasing tools to assist in DUI prevention and enforcement efforts;
- b. Adopt Resolution No. 8321 (Attachment “B”) amending the budget for Fiscal Year (FY) 2024-2025 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

- 1. In December 2023, CHP announced the Cannabis Tax Fund Grant Program for FY 2024-2025.
- 2. On January 16, 2024, the City Council authorized the preparation and submittal of a grant application for certain grant related activities from the California Highway Patrol for the FY 2024-25 CHP Cannabis Tax Fund Grant.
- 3. On February 23, 2024, the Police Department submitted a grant application requesting funds in the amount of \$103,412.20.
- 4. On June 6, 2024, the Police Department received notice of award from the CHP.

Consideration to Accept the California Highway Patrol – Cannabis Tax Fund Grant Program funds to Support Selective Traffic Enforcement Details, and Adopt a Resolution Appropriating the Funds

Page 2 of 3

ANALYSIS:

With the passage of Proposition 64, the Control Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the State set aside funding for CHP to award grants to local governments. These grants aim to reduce impaired driving crashes, increase public awareness about the dangers of impaired driving, and make California’s roadways safer. Proposition 64 allocated approximately \$13 million, with a \$500,000 maximum per grant application, for eligible small and mid-size law enforcement organizations/agencies with 100 employees or fewer. These organizations/agencies must have the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code.

The Cannabis Tax Fund Grant Program (CTFGP), which was created through AUMA, focuses on local community-based activities that shift public perspectives and expand the number of law enforcement activities utilized to help mitigate alcohol and drug-impaired driving. The grant program performance period is one year, from July 1, 2024 through June 30, 2025.

The CTFGP provides funding for enforcement of Driving Under the Influence of Alcohol (DUI) and Driving Under the Influence of Drugs (DUID), related enforcement activities, public outreach and education, equipment, and training for personnel in departments that are awarded the grant. Grant applicants were required to outline the activities, equipment, training, and public outreach and education they requested to be funded by this grant.

Per City Council authorization, staff submitted an application for the following efforts, activities, and equipment:

- 1) Two (2) DUI/DUID Checkpoints during the grant period.
- 2) Four (4) DUI/DUID Saturation Patrols during the grant period.
- 3) Community Outreach and Education Materials.
- 4) Four (4) Preliminary Alcohol Screening (PAS) Devices
- 5) Four (4) SoToxa Oral Fluid Mobile Test Systems (for rapid drug screening and detection in oral fluid).
- 6) Standard Field Sobriety Test (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) Training, and Drug Recognition Expert (DRE) Certification for Officers.
- 7) DUI Checkpoint supplies, including a generator, reflective vests, and traffic signs.

The City received grant funding for the all of the requested items and activities aimed to reduce the incidents of DUI/DUID in San Fernando.

Upon acceptance of the grant funds, the Police Department will commence implementation by purchasing PAS devices, SoToxa drug screening devices, community outreach materials and supplies. The first DUI Saturation Patrol will be conducted during Labor Day weekend, with additional patrols occurring quarterly. DUI Checkpoints will be strategically scheduled for the

Consideration to Accept the California Highway Patrol – Cannabis Tax Fund Grant Program funds to Support Selective Traffic Enforcement Details, and Adopt a Resolution Appropriating the Funds

Page 3 of 3

second and fourth quarters of the year. Throughout the year, officers will also attend Advanced Roadside Impaired Driving Enforcement (ARIDE), Standardized Field Sobriety Testing (SFST), and Drug Recognition Expert (DRE) training. These activities aim to enhance DUI/DUID enforcement and community outreach, thereby contributing to safer roadways and a well-informed community.

BUDGET IMPACT:

The CHP CTFGP funds will cover the cost of the approved grant activities. As a reimbursable grant, it requires the Police Department to enter into an agreement with CHP to administer the grant. Adoption of the attached resolution is necessary to amend the FY 2024-2025 Adopted Budget to appropriate the grant revenues (110-3686-3604) and expenditures (110-220-3604-Various) for the CHP Cannabis Tax Grant. Additionally, the City Council's adoption of the FY 2024-2025 Budget included an \$8,000 enhancement for DUI Checkpoints to supplement the grant funding for DUI enforcement.

CONCLUSION:

Staff recommends accepting the CHP CTFGP Grant funds (Attachment "A" – Contract No. 2267), adopt a resolution to appropriate the funds, and authorize the City Manager or his designee to take all related action to execute the grant.

ATTACHMENTS:

- A. Contract No. 2267 – California Highway Patrol Cannabis Tax Fund Grant Program Agreement
- B. Resolution No. 8321

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with 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.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

San Fernando Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The proposed San Fernando DUI/DUID Prevention Program seeks funding to enhance traffic safety through targeted enforcement and educational initiatives. The project aims to reduce incidents of driving under the influence of alcohol or drugs (DUI/DUID) by conducting DUI checkpoints and saturation patrols, and developing public outreach materials. Additionally, the project includes upgrading equipment such as Portable Alcohol Screening Devices, DUI traffic control signs, and DOT reflective vests, as well as providing training for officers in DUI investigation certification. Through these efforts, the program aims to improve road safety and prevent DUI-related accidents in the San Fernando community.

Problem Statement & Proposed Solution

Problem Statement:

The City of San Fernando covers 2.42 square miles with a resident population of approximately 24,000, resulting in a population density of around 10,381 residents per square mile. This is significantly higher than the surrounding Los Angeles County's approximate density of 2,500 residents per square mile. Surrounded by the City of Los Angeles and bordered by three major interstate freeway systems, San Fernando experiences a high volume of transitory traffic. The city's arterial streets further accommodate this traffic, contributing to a substantial volume of vehicular and pedestrian activity.

San Fernando faces significant challenges related to road safety and impaired driving. Between 2021 and 2023, the city witnessed a concerning trend in DUI-related injury traffic collisions. Data from the Police Department revealed 26 DUI collisions in 2021, 27 in 2022, and 26 in 2023. However, the number of DUI arrests has steadily declined, dropping from 110 in 2021 to 63 in 2023. Special DUI operations have not been conducted due to police personnel shortages. Additionally, budgetary constraints limit the number of officers available for DUI Enforcement Operations. The Department recognizes the ongoing need for targeted DUI interventions to address impaired driving within the City of San Fernando. Securing grant funding will help augment operations significantly to bolster the Department's capacity to conduct targeted DUI Operations by providing funding for personnel overtime, equipment, training, and community outreach efforts. This funding will allow the Department to enhance its effectiveness in targeting impaired drivers.

Proposed Solution:

The San Fernando Police Department recognizes the critical role of DUI/DUID enforcement, checkpoints, saturation patrols, education, and community outreach in reducing incidents of impaired driving. Effective DUI/DUID enforcement is key to improving road safety and reducing the risk of DUI/DUID incidents. This proposal seeks funding from the CHP Cannabis Tax Fund Grant Program to support initiatives that enhance DUI/DUID enforcement and prevention efforts in San Fernando.

The objectives of this proposal will include DUI/DUID Checkpoints to deter impaired driving, Saturation Patrols to detect and apprehend impaired drivers, the development and distribution of public outreach and education materials to raise awareness of the dangers of impaired driving, educate community members, and promote safe driving practices. In addition, the San Fernando Police Department will send Officers to trainings that will help increase their knowledge of and ability to detect and remove impaired drivers from San Fernando's streets.

The objectives of the San Fernando DUI/DUID Prevention Program are designed to effectively reduce incidents of impaired driving and improve road safety. These objectives include:

- Conducting a minimum of two (2) DUI/DUID Checkpoints.

Schedule A

- Conducting at least four (4) Saturation Patrols during the grant period to serve as a visible deterrent to impaired drivers, increasing the likelihood of detection and apprehension.
- Developing and distributing materials to participants in the Police Department's Parent Academy, Community Academy, and Neighborhood Watch groups. Materials will also be distributed to community residents at the Police Department Open House and National Night Out events. These materials will help raise awareness about the dangers of impaired driving and reinforce societal norms against driving under the influence of drugs and/or alcohol.
- Purchasing four (4) Portable Alcohol Screening Devices four (4) SoToxa Mobile Test System for roadside drug screening.
- Purchase ten (10) traffic control signs for DUI Checkpoints and other DUI operations.
- Sending at least five (5) officers to ARIDE, SFST, and DRE Training.

The San Fernando Police Department believes that, together, these objectives form a comprehensive approach to reducing DUI/DUID incidents and creating safer roads for travelers in San Fernando.

Performance Measures/Scope of Work

DUI/DUID Checkpoints

Number of Checkpoints: 2

Timeline: Q2 = 1, Q4 = 1

Quantitative Measurement: Increase DUI/DUID arrests by 10% within six months of each checkpoint.

Justification: Checkpoints are effective in deterring impaired driving and increasing arrests. Conducting them bi-annually ensures regular enforcement and visibility.

Saturation Patrols

Number of Saturation Patrols: 4

Timeline: Q1=1, Q2=1, Q3=1, Q4=1

Quantitative Measurement: Increase in citations for DUI/DUID by 15% within three months of each Saturation Patrol.

Justification: Saturation patrols increase the likelihood of detecting and apprehending impaired drivers. Conducting them quarterly provides consistent enforcement efforts.

Community Outreach Materials

Number: Distribute Community Outreach Materials to two (2) Community Academy Cohorts, participants in four (4) Parent Academy meetings and four (4) Neighborhood Watch Groups, as well as one (1) Police Department Open House and one (1) National Night Out event.

Throughout the year (monthly and quarterly, depending on meeting and event schedules)

Quantitative Measurement: Distribute materials at a minimum of 12 community events within one year of receiving grant funds.

Justification: Community outreach materials distributed at community events will play a vital role in addressing impaired driving by educating the public about its dangers, promoting responsible driving behaviors, and providing information on safe transportation alternatives. These materials can also help change social norms surrounding impaired driving, encourage community engagement, and provide access to local resources, all of which support the goal of reducing impaired driving incidents and creating safer roadways.

Purchase of Screening Devices

Timeline: One-time purchase in Q1

Quantitative Measurement: Increase in the number of DUI/DUID arrests using the new devices by 15% within three months of deployment.

Justification: New equipment enhances the effectiveness of enforcement efforts, enabling quicker and more accurate detection of impaired drivers.

Traffic Control Signs

Timeline: Q1=Purchase, Q2=Receive Signs, Q2-Q4= Use in DUI Checkpoints

Quantitative Measurement: Use in at least 2 DUI Checkpoints.

Justification: Traffic control signs improve the visibility and safety of DUI/DUID checkpoints, leading to more effective enforcement operations.

Schedule A

Officer Training

Number of Trainings: 9 (4 ARIDE, 4 SFST, and 1 DRE)

Timeline: A total of 9 Officers will attend training. Q1=Send one (1) Officer to ARIDE Training and one (1) Officer to SFST Training, Q2= Send one (1) Officer to ARIDE Training and one (1) Officer to SFST Training, Q3=Send one (1) Officer to ARIDE Training, one (1) Officer to SFST Training and one (1) Officer to DRE Training, Q4=Send one (1) Officer to ARIDE Training, one (1) Officer to SFST Training.

Quantitative Measurement: Increase the number of Officers trained/certified in vital DUI/DUID investigations, and recognition.

Justification: Training enhances officers' knowledge and skills in identifying and handling DUI/DUID cases, improving enforcement outcomes.

Project Performance Evaluation

The San Fernando Police Department will evaluate its project's effectiveness using the following methods, and will provide:

Number of DUI Arrests:

Track the number of DUI arrests made before and after the implementation of the program. Compare these figures to measure the program's effectiveness in deterring impaired driving.

Number of Traffic Citations Issued:

Monitor the number of traffic citations issued for DUI/DUID offenses. Compare these figures to assess the program's impact on enforcement and compliance with traffic laws.

Cost Effectiveness of Program:

Evaluate the program's cost-effectiveness by comparing the cost of implementation to the reduction in DUI/DUID incidents. Calculate the cost per DUI/DUID arrest to determine the program's efficiency in utilizing resources.

Reduction in DUI Traffic Collisions:

Analyze data on DUI-related traffic collisions before and after the program to measure the reduction in incidents. Calculate the percentage decrease in collisions to assess the program's impact on road safety.

Monthly/Quarterly Reports to TPSC and City Council:

Provide regular reports to the Traffic and Public Safety Committee (TPSC) and the City Council. These reports should include data on DUI arrests, traffic citations, program costs, and the reduction in DUI traffic collisions. The reports will help stakeholders monitor the program's progress and effectiveness.

Community Engagement:

Evaluate the level of community engagement through programs such as Parent Academies, Neighborhood Watch, and Community Academies. Measure attendance, participation, and feedback to assess the program's impact on raising awareness and fostering community involvement in DUI prevention efforts.

Program Sustainability

After the grant period ends, the Department will continue its community outreach efforts to educate the public about the dangers of DUI/DUID.

The Department will prioritize training for officers in DUI enforcement to improve their skills, knowledge, and effectiveness. Well-trained personnel are crucial for maximizing the impact of enforcement efforts and reducing the need for external assistance.

Building and strengthening community partnerships with stakeholders such as businesses and local government agencies will support DUI prevention and enforcement initiatives. These collaborative efforts can leverage additional resources and expertise, supplementing Departmental funding.

Data-driven decision-making will be employed, utilizing data analytics and performance metrics to inform resource allocation and decision-making for DUI operations. This approach will help identify trends, hotspots, and areas of greatest need, allowing the Department to optimize its efforts with existing resources.

Schedule A

Implementing these strategies will enable the Department to gradually reduce its reliance on grant funding for DUI operations while maintaining a high level of effectiveness and sustainability in combating impaired driving and ensuring public safety.

Administrative Support

The San Fernando Police Department personnel have extensive experience in supporting and coordinating the logistics of DUI Checkpoints and Saturation Patrols. This includes tasks such as site selection, scheduling, equipment deployment, and staffing assignments. Administrative personnel also maintain meticulous records of DUI Arrests, Citations, and other enforcement activities, ensuring that all documentation is completed, filed, and stored in compliance with legal and regulatory requirements.

In terms of training and certification management, administrative staff are experienced in coordinating training for Officers involved in DUI enforcement. They ensure that officers receive the necessary education and certifications, track their training status, and schedule refresher courses as needed to maintain compliance. The Police Department has a strong community outreach program, with experienced personnel who can facilitate public awareness campaigns and educational initiatives aimed at preventing drunk driving. They are adept at managing communication efforts, coordinating presentations, and distributing informational materials to the public.

Additionally, administrative personnel are experienced in identifying grant opportunities, preparing grant applications, and managing awarded grants for DUI Enforcement Initiatives. They ensure compliance with grant requirements, track expenditures, and submit timely reports to funding agencies. Through their robust administrative support, the San Fernando Police Department can enhance the effectiveness of DUI operations, improve coordination and communication, and ultimately reduce the incidents of impaired driving and related traffic incidents within the community.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
17908	San Fernando Police Department	\$103,412.20

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	SoToxa Mobile Test System	\$19,600.00
	DUI Checkpoint Supplies	\$2,545.72
	Educational Supplies	\$300.00
	Educational Materials	\$804.30
	PAS Devices	\$3,600.00
Category Sub-Total		\$26,850.02
Personnel	DUI Saturation Patrol	\$35,744.58
	DUI Checkpoint	\$30,817.60
	DRE Field Certification - Attend	\$5,040.00
	SFST Training - Attend	\$2,976.00
	ARIDE Training - Attend	\$1,984.00
Category Sub-Total		\$76,562.18

Grant Total	\$103,412.20
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Schedule B-1 Budget Narrative

San Fernando Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

PAS Devices

\$3,600.00

Alcon IV PAS Devices (4) at \$900 each = \$3600

SoToxa Mobile Test System

\$19,600.00

SoToxa Mobile Test System (4) at
\$4900 each

DUI Checkpoint Supplies

\$2,545.72

12 Police Reflective Vests for DUI Checkpoints: Vest: \$92.90, Sales Tax: \$9.52, Total Price per vest: \$102.42
12 vests x \$102.42 = 1229.04

Generator for Checkpoint lights and equipment Generator Price: \$899, Tax: 10.25% Total Price: \$991.15

DUI Checkpoint Signs: 1 Be Prepared to Stop roll-up sign: \$98.25, Sales Tax: \$10.07, Total Price: \$108.32
2 DUI Checkpoint Ahead Signs: Price per sign: \$98.25, 2 x \$98.25 = \$196.50, Sales Tax = \$20.14 (\$10.07 each)
2 Signs: \$196.50 + Sales Tax: \$20.14 = \$216.64

Educational Supplies

\$300.00

Community Outreach Materials - "Effects of Alcohol on the Brain" Tabletop Display for use at Parent Academy, Community Academy and other community events. 1 Display x \$150 = \$150

One Tabletop Display - "Effects of Marijuana on the Brain" for use at Parent Academy, Community Academy and other presentations. 1 Display x \$150 = \$150

Educational Materials

\$804.30

Community Outreach Materials - "Are you a better driver when you are high?" Bookmark for distribution at Parent Academy, Community Academy, and other community events.
500 bookmarks x \$0.35 = \$175

Community Outreach Materials - Badge-shaped keychains with printed reminder not to drive while high or intoxicated. These will be distributed at community events such as Parent and Community Academies, National Night Out and SFPD Open House. 500 keychains x \$1.05 = \$525.

Schedule B-1 Budget Narrative

San Fernando Police Department

Personnel

ARIDE Training - Attend

\$1,984.00

Personnel:

One (1) Officer will attend ARIDE training each quarter, for a total of four officers.

Overtime per event is calculated at a rate of \$125/hour (including benefits). Each course is 16 hours. 1 Officer @ \$125 x 16 hours = \$2,000 per ARIDE Training Session.

SFST Training - Attend

\$2,976.00

Personnel: One (1) Officer will attend SFST training each quarter, for a total of four trained officers.

Overtime per event is calculated at a rate of \$124/hour (including benefits). Each course is hours. 1 Officer @ \$124 x 24 hours = \$2,976 per SFST Training Session.

DRE Field Certification - Attend

\$5,040.00

Personnel: One (1) Officer will attend DRE Training during the grant period.

Overtime per event is calculated at a rate of \$124/hour (including benefits). Each course is hours. 1 Officer @ \$124 x 72 hours = \$8,928 for DRE Course.

The original budget amount requested in this application was \$10,000 for ARIDE, DRE, and SFST Training. To ensure that training costs remain within the original budgeted amount, the overtime rate for this line item is calculated at \$70/hour. If awarded, any necessary modification will be made.

DUI Checkpoint

\$30,817.60

Two (2) DUI Checkpoints = \$30,816.00

Sergeants - Overtime

2 Sergeants at \$193/hour (incl. benefits)

for 32 hours of DUI Checkpoint hours = \$6,176 Total Sgt. OT for DUI Checkpoints

Officers - Overtime

10 Officers at \$154.01/hour (incl. benefits) for 160 hours of DUI Checkpoint = \$24,641.60

Total for Sgts. and Officers for 2 DUI Checkpoints:

\$6,176 + \$24,641.60 = \$30,817.60

DUI Saturation Patrol

\$35,744.58

4 Saturation Patrols

Sergeants - Overtime

1 Sergeant at \$193.018/hour (incl. benefits)

**Schedule B-1
Budget Narrative**

San Fernando Police Department

for 32 hours of Saturation Patrol = \$6,176.58 Total Sgt. OT for Saturation Patrol

Officers - Overtime

6 Officers at \$154/hour (incl. benefits) for 192 hours of Saturation Patrol = \$29,568 Total Officer OT for Saturation Patrols

Total for Sgts. and Officers for 4 Saturation Patrols:

$\$6,176.58 + 29,568 = \$35,744.58$

RESOLUTION NO. 8321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, ALLOCATING CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM FUNDS TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024 and ending June 30, 2025; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to allocate California Highway Patrol Cannabis Tax Fund Grant Program Funds to help address the dangers of impaired driving involving alcohol and/or drugs by conducting Driving Under the Influence (DUI) Checkpoints and purchasing tools to assist in DUI prevention and enforcement efforts; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending July 30, 2025, a copy of which is on file in the City Clerk’s Office, was adopted on July 1, 2024.

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

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

ALLOCATION OF FUNDS FOR CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM (CHP CTFGP) GRANT

Increase in Revenues	<u>\$ 103,412.20</u>
Account No. 110-3686-3604	
Increase in Expenditures	<u>\$ 103,412.20</u>
Account No. 110-220-3604-4105	\$ 66,562.18
Account No. 110-220-3604-4300	\$ 26,850.02
Account No. 110-220-3604-4360	\$ 10,000.00

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 15th day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

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. 8321 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 15th day of July, 2024, 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 July, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: July 15, 2024

Subject: Consideration to Award a Professional Services Agreement to Dixon Resources Unlimited for Residential Parking Program Implementation Services

RECOMMENDATION:

It is recommended that City Council:

- a. Approve a Professional Services Agreement with Dixon Resources Unlimited (Attachment “A” – Contract No. 2268) for residential parking program implementation services in an amount not to exceed \$84,735;
- b. Approve a contingency in the amount of \$8,500 to cover additional in-person and or virtual community/City Council meeting, or other related work, if necessary; and
- c. Authorize the City Manager to execute the Agreement and all related documents and make any non-substantive changes.

BACKGROUND:

1. On August 16, 2021, the City Council adopted the Citywide Parking Management Master Plan that, along with other parking related elements, provided recommendations for adjusting the City’s current residential permit parking program.
2. In Fiscal Year (FY) 2022-2023, the City Council approved \$100,000 in funding to obtain a consultant to provide residential parking program implementation services.
3. On May 20, 2024, a Request for Proposal (RFP) for residential parking program implementation services (Exhibit “A” to Attachment “A”) was released with a due date of June 17, 2024.

Consideration to Award a Professional Services Agreement to Dixon Resources Unlimited for Residential Parking Program Implementation Services

Page 2 of 4

4. On June 17, 2024, staff received two proposals from firms that provide residential permit parking and implementation services: 1) Dixon Resources Unlimited, and 2) JR Parking Consultants.

ANALYSIS:

Establishing a residential parking program brings several benefits to neighborhoods and communities. By allocating designated parking spaces exclusively for residents, a residential parking program addresses parking congestion caused by limited parking availability through a system that prioritizes providing residents with access to parking spaces in a designated area over non-residents or visitors. These types of parking programs tend to enhance convenience and accessibility for residents, minimize traffic flow disruptions, promote safer residential streets, and improve overall quality of life by discouraging non-residents from using residential streets for long-term parking. Ultimately, although no public parking system is perfect, implementing a well-designed residential parking program can foster a more harmonious community environment where residents can enjoy enhanced mobility, safety, and urban livability.

Analysis of Proposals.

The proposals were evaluated using the criteria specified within the RFP, including, but not limited to, qualifications and knowledge of the firm and key personnel’s experience most closely related to the stated scope of work; responsiveness to the RFP and clarity of the proposal; relevant experience within the past 15 years; and professional client references. After staff completed its review of the content presented within each proposal, it was determined that Dixon Resources Unlimited (Exhibit “B” to Attachment “A”) provided the most responsive and responsible proposal. In comparison to JR Parking Consultants (JR), Dixon Resources Unlimited’s (Dixon) proposal demonstrated a more robust and detailed approach to the project, specifically in regards to community engagement and data collection. In addition, Dixon presented a project team with each member having specialized knowledge related to a particular task for completing the project. JR’s response did not propose a team approach to the project.

Both Dixon Resources Unlimited and JR Parking Consultants provided comparable cost proposals (see table below):

RANK	FIRM	PROPOSAL AMOUNT
1	Dixon Resources Unlimited	\$84,735
2	JR Parking Consultants	\$84,950

Consideration to Award a Professional Services Agreement to Dixon Resources Unlimited for Residential Parking Program Implementation Services

Page 3 of 4

Due to the information provided above, staff recommends awarding a contract to Dixon Resources Unlimited to provide the City residential parking program implementation services.

Dixon is a nationally recognized firm known for their development of unique, forward-thinking, and award-winning parking management solutions. Most notably, their experience includes developing parking programs for other cities in California with similar community and neighborhood dynamics to San Fernando (see Page 5 of Exhibit “B” – Dixon Proposal). Their approach to the project details Dixon’s understanding of, and commitment to, a high level of community engagement to produce a sense of ownership for the residents during the development of the program and that the end product is equitable. In addition to their innovative ideas and expertise, references for Dixon provided positive feedback that solidified their reputation for excellence in the field.

Scope of Work.

The Dixon team will collaborate with the City to review and update the residential parking permit program. The comprehensive scope of work includes a thorough review of the municipal code that will identify recommended updates that incorporate statewide policies and regulations. The municipal code update will include a review of existing operational policies and enforcement guidelines to ensure that the program is fair and equitable throughout the City. In conjunction with code review, an inclusive community outreach and engagement plan is incorporated throughout the entire project. It is critical that the community is involved throughout the process to ensure that a sustainable and realistic program can be supported for the City. Data will also be collected to provide City Council and staff with the information necessary to make data driven decisions as it relates to curb and parking management. At the conclusion of this project, City Council will be presented with a Residential Parking Action Plan that will include a thorough review of existing processes and procedures along with recommendations for updates and a proposed implementation plan for adoption.

Project Schedule.

The project is expected to take nine to 12 months to complete once the contract is awarded. The anticipated start date is August 2024, with completion projected by April 2025 (but no later than July 2025). The following table summarizes the timeline for each significant task:

Task	Timeline
Community Engagement	September 2024 through February 2025
Data Collection	August 2024 through October 2024
Draft Residential Permit Program	August 2024 through November 2024
Review/Finalize Residential Permit Program	October 2024 through February 2025
Draft/Finalize Guidelines for Administering and Managing Program	December 2024 through April 2025

Consideration to Award a Professional Services Agreement to Dixon Resources Unlimited for Residential Parking Program Implementation Services

Page 4 of 4

Parking Management Master Plan Ad Hoc.

On May 20, 2024, the City Council appointed Councilmember Joel Fajardo and Councilmember Victoria Garcia to review information and develop recommendations to City Council related to implementing the Parking Management Master Plan. Upon execution of the Professional Services Agreement, staff will schedule an Ad Hoc Committee meeting to provide an overview of the process and seek feedback related to community engagement/outreach and other related recommendations throughout the process.

BUDGET IMPACT:

The \$100,000 in total funding available to implement a residential parking permit program was allocated as an enhancement in the Fiscal Year 2022-2023 Approved Budget within the Public Works General Fund (001-310-0000-4270) and will be carried forward into the Fiscal Year 2024-2025 Budget. If in the future the City decides to utilize Dixon to perform additional parking related services, including providing specific technology for managing parking programs, funding for such services will be based on an amount approved during subsequent budget processes.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with Dixon Resources Unlimited and authorize the City Manager to sign the agreement and all related documents and make any non-substantive changes.

ATTACHMENT:

- A. Contract No. 2268 – including:
 - Exhibit “A”: Request for Proposal
 - Exhibit “B”: Dixon Proposal



2024

PROFESSIONAL SERVICES AGREEMENT

Dixon Resources Unlimited and City of San Fernando
Residential Parking Program Implementation Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 15th day of July, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Dixon Resources Unlimited, (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, as appropriate.

RECITALS

WHEREAS, CITY requires residential parking program implementation consulting services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of July 15, 2024 under Agenda Item No. 5.

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 WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "REQUEST FOR PROPOSALS FOR: RESIDENTIAL PARKING PROGRAM IMPLEMENTATION SERVICES", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "CITY OF SAN FERNANDO RESIDENTIAL PARKING PROGRAM IMPLEMENTATION SERVICES" (hereinafter, the "CONSULTANT Proposal") dated JUNE 17, 2024. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the

document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work, including any additional tasks requested by the City, by or before July 31, 2026 (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- 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:** CONSULTANT shall perform the Work in accordance with "COST PROPOSAL" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **EIGHTY FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS (\$84,735)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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- 1.4 PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, 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 compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS:** CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will 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 will 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 will 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 REPRESENTATIVE:** The CITY hereby designates KENNETH JONES (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates JULIE DIXON, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act

on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. 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

- G. 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 will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or

timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Ben Verdugo (Senior Associate), Jennifer Liu (Associate), Chisa Nagai (Associate), and Cameron Clark (Senior Associate).

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will 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 will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex

or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will 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 will 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 Two Million Dollars (\$2,000,000.00) 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 will 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.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS**: The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE**: All policies of insurance provided by CONSULTANT will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION**: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a

condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or 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 herein 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.
- 4.8** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless 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 to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors,

subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.9** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.10** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized 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.
- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.

- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE:** CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will 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 will 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 will cure the Event of Default within the following time periods:

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- i. Within ten (10) 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 10-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 10-day cure period. The foregoing notwithstanding, CITY will 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 10-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 will 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 will include, but will 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 will 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, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will 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 will 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 will 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 will 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 will 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 will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will 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 will 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 will 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will 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: Dixon Resources Unlimited 1519 East Chapman Ave. #200 Fullerton, CA 92831 Attn: Julie Dixon Phone: (213) 716-6933	CITY: City of San Fernando 117 Macneil Street San Fernando, CA 91340 Attn: Public Works Department Phone: (818) 898-1222
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Such notices will 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 will fully cooperate with one another, and will 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 will 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, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will 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, will 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, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will 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 will 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 will not be construed in favor of, or against, either Party but will 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will 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 will 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.

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- 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 will control.
- 6.19 ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes 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, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

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

DIXON RESOURCES UNLIMITED:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Residential Parking Program Implementation Services

RELEASE DATE: May 20, 2024

RESPONSE DUE: June 17, 2024

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified parking consultant firms to implement a clear processes for residents to request a residential parking permit program based on the recommendations presented within the City's Parking Management Master Plan which was completed in August 2021.

The City of San Fernando is approximately 2.4 square miles and has an estimated total population of 24,000. The City's land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential. Currently, the City has two permit districts, one is a larger residential area near the Downtown, and the other district is a one-street block district (**See Attachment A**).

SCOPE OF SERVICES

Many residential neighborhoods within the city have high on-street parking demand during the evenings and weekends when most residents are home, but demand is also relatively high during day-time hours. Residential driveways have high parking occupancy in areas where local on-street parking demand is also high.

The City currently has an ordinance that provides details regarding how permit districts are established. The ordinance was established in 1991 and, while still very much valid, needs some minor adjustments to update the ordinance to current parking policies applicable to the City.

The tasks associated with implementing a resident requested residential parking program are set forth below:

Phase 1 (Community Engagement and Ordinance Development)

- Review the Residential Permit Program ordinance and recommend changes to allow for the easier establishment of permit districts, implementation of districts, and adjustments for resident requests;
- Using the City's adopted Community Engagement Framework, develop and implement a Community Engagement Plan;
- Draft a proposed Residential Permit Program based on the Parking Management Master Plan and community engagement efforts;
- Recommend adjustments to the residential permit parking district fees to cover the cost of permit issuance and implementing individual districts;
- Recommend a petition process for forming Residential Permit Parking Districts; and
- Prepare a report and present recommendations to City Council for adoption.

Phase 2 (Formation of Districts)

- Implement petition process for residents desiring establishment of districts;
- Establish process for staff review of petitions, certification of petitions, and data collection for responding to resident petitions;
- Develop format for holding community meetings with residents requesting a permit district with the goal of:
 - Discussing data findings from field work and defining district boundaries.
 - Coming to a consensus on permit district hours, permit application requirements, fees, and process for implementation; and
- Develop language for a Council Resolution approving and establishing a district.

Phase 3 (District Administration)

- Determine and establish a plan for the placement of signage and the process for the installation of signs;
- Establish permit request and assignment system using third party for administration of permit issuance; provide in- person and City website-based application process for residents;
- Develop a communications package, and a system to distribute package, for residents to apply for permits in person or via website:
- Implement permit request system, and permit issuance system; and
- Adjust enforcement codes, rate structure for fines, council approval of fine codes, and adjust handheld and citation processing for citation issuance.

Phase 4 (Evaluation and Ongoing Management)

- Establish process for reviewing the effectiveness of a permit district throughout 1st year of implementation based on data-driven analysis;
- Establish process for reviewing established districts with residents, every five years, to determine if district program adjustments are warranted;
- Establish process for reviewing and processing petitions received for decommissioning a district which mirrors the process for establishing a district and requires Council Resolution to decommission a district; and
- Update City Ordinance requiring a review of permit district annual rates during the Council fee schedule review conducted on an annual basis.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Friday, June 7, 2024**. All questions received prior to the deadline will be collected and responses will be posted online by **Monday, June 10, 2024**.

C. Submission of Bid Proposals

The City must receive one (1) original signed copy and two (2) duplicate copies and one (1) electronic copy on a flash drive of the project proposal. Proposals will be received by the City of San Fernando until 2:30 P.M. PST **on Monday, June 17, 2024**.

All proposals either mailed or hand delivered will be received at the following location:

City of San Fernando
Residential Parking Program Implementation Services RFP
Public Works Department
ATTN: Kenneth Jones
117 Macneil Street
San Fernando, California 91340

***Proposals received after the time stated above will not be accepted.**

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement (**Attachment B**) will be signed subsequent to the City Council’s authorization to award contract to the recommended firm.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	May 20, 2024
Deadline for submittal of Questions:	June 7, 2024
Response to Questions:	June 10, 2024
Deadline for submittal of Proposal:	June 17, 2024
Interviews (if necessary):	June/July 2024
City Council (Award of Contract):	July 15, 2024

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work.
2. Relevant experience within the past fifteen years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. Name, Address and Phone Number
2. Related experience during the last 10 years
3. Name and detailed resume of key personnel who will be providing services to the City showing educational background and experience for at least the past 10 years.
4. References from previous clients with direct knowledge of each key personnel's past performance.
5. Cost proposal broken down per task.

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.

Proposal

City of San Fernando Residential Parking Program Implementation Services

City of San Fernando
June 17, 2024



Section 1. Cover Letter

June 17, 2024

City of San Fernando
Residential Parking Program Implementation Services RFP
Public Works Department
ATTN: Kenneth Jones
117 Macneil Street
San Fernando, California 91340

Dear Mr. Jones,

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to the City of San Fernando (City) to provide Residential Parking Program Implementation Services (Services). Our team brings an exceptional resume of applicable experience in Southern California, including similar projects with the cities of Pasadena, Beverly Hills, Norwalk, Costa Mesa, Santa Ana, and Tustin. Our regional experience and the local context that it brings make our firm uniquely qualified to provide the requested Services, and we are excited to tailor our approach to San Fernando’s unique community.

Our local team has a thorough understanding of your community. We have team members who live in Los Angeles County with a wealth of experience in parking management, especially with the planning and implementation of residential parking programs. We have worked with other Southern California agencies with high on-street parking demand impacting residential parking access, such as Norwalk, Santa Ana, and Isla Vista—communities with some of the highest population densities in California. We have also supported programs with large and complex permit policies like in Beverly Hills and Pasadena to help redefine their policies and processes. Our program with Costa Mesa focused on reevaluating and transitioning its residential permit parking program, and it was recognized as the 2023 California Parking Program of the Year.

Our unique understanding of the policy, design, and operations of residential parking and permitting programs enables us to customize a Residential Permit Program plan for the City that calls upon the learnings from the Parking Management Master Plan, community engagement efforts, and our industry expertise to best support your community.

We intend to bridge our knowledge of neighboring parking operations with excellent customer service to deliver an effective residential solution for the City. We plan to design a comprehensive communications plan for San Fernando that combines both in-person and online outreach to educate, prepare, and implement the residential permit parking program. Additionally, our working knowledge of the operations and



implementation of various residential permit programs throughout the state will provide the City with reliable recommendations for streamlining permit management operations from technology procurement to enforcement. We have designed residential permit processes from the ground up, as well as revamped permit programs and supported the transition. Our team is highly experienced in ordinance development and looks forward to supporting the City in futureproofing and updating the local ordinances to support the final Residential Permit Program.

We take pride in our hands-on approach that goes above and beyond a one-size-fits-all solution. Beyond the projects listed above, we have worked extensively with nearby agencies including the cities of Anaheim, Downey, Newport Beach, and Seal Beach, in addition to some of the largest parking programs in the country, including Los Angeles and San Francisco. We are honored to have been recognized for our approach and impact by the International Parking & Mobility Institute (IPMI) as one of their Organizations of the Year in 2023.

DIXON was founded with the goal of supporting municipal parking programs and to make parking easy, convenient, and accessible. We provide expert guidance and analysis to develop customized, right-sized, strategic, data-driven recommendations, based on the specific and unique needs of the communities that we work with. Our clients will assure you that we care about the communities that we serve, and we deliver beyond their expectations. Our team will take a personal interest in the project, and I will directly oversee any community outreach, stakeholder engagement, City Council presentations, and high-level interaction with City staff.

DIXON is a California-certified Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Women-owned Business Enterprise (WBE) consulting firm.

I, Julie Dixon, am the Principal Consultant and will serve as the designated contact for this proposal, with the legal authority to bind the company. DIXON acknowledges receipt of Addendum No. 1, and we are available to begin work immediately upon notice to proceed from the City.

Sincerely,

Julie Dixon, President
julie@dixonresourcesunlimited.com
(213) 716-6933

Dixon Resources Unlimited
1519 E Chapman Ave #200
Fullerton, CA 92831



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Section 3. Firm Qualifications

Dixon Resources Unlimited is a Southern California-based parking consulting firm that was incorporated in 2012. We have extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems. Over the past 12 years, DIXON has been responsible for establishing policies, defining objectives, and delivering initiatives for municipalities of all sizes, with a concentration on cities throughout Southern California.

With over 30 years of parking and transportation management experience, Julie Dixon founded DIXON with the direct goal of supporting municipal parking programs. We consider ourselves to be "Parking Coaches" because we offer best-in-class municipal parking solutions across a broad spectrum, including:

Policies and Planning	Parking Data	Operations
Financial Projections	Data Collection	Permit Management
Community Outreach	Parking Studies	Revenue Reconciliation
Operational Audits	Data Analysis	Citation Management
Municipal Code Updates	Financial Reporting	Staffing Assessments
Implementation Plans	Heat Maps	RFP Specifications
Council Presentations	Integrations	Procurement Support

Based on industry awareness and our familiarity with parking policies and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our knowledge of parking processes, policy, technology, and service solutions provides an immeasurable benefit to our customers.

Industry Recognitions

DIXON was recently recognized as a **2023 Organization of the Year** by the International Parking & Mobility Institute (IPMI) for our extensive contributions to the parking and mobility industry and the exemplary service we provide to our clients. We were also recognized as the **2023 Contractor of the Year** by the Santa Barbara County Special Districts Association for our work in Isla Vista (CA).



In the past few years, DIXON has helped transform many projects into award-winning parking programs, including:

<u>California Mobility & Parking Association</u>		<u>Parking Today</u>
<i>2018 Parking Program of the Year:</i> City of San Leandro	<i>2022 Parking Program of the Year:</i> City of Paso Robles	<i>2019 Innovative Use of Technology:</i> City of Seal Beach
<i>2019 Parking Program of the Year:</i> City of Laguna Beach	<i>2023 Parking Program of the Year:</i> City of Costa Mesa	<i>2020 Excellence in Technology & Innovation for On-Street Parking:</i> City of Paso Robles

These were hands-on collaborative projects that leveraged community engagement and staff participation in order to customize a solution that worked for that community. Recognitions like these are the result of cooperative partnerships that involve data-driven decision-making, public input, and customized solutions to develop sustainable parking operations supported by turnkey parking solutions and integrations.

Municipal Track Record

DIXON has acquired an impressive client list, and the table below highlights some of our notable projects and regional experience:

CA Alameda	CA Norwalk	CO Denver
CA Berkeley	CA Oceanside	FL Tallahassee
CA Beverly Hills	CA Palo Alto	HI Maui
CA Costa Mesa	CA Pasadena	WA Spokane
CA Downey	CA Paso Robles	MT Whitefish
CA Encinitas	CA San Diego Port District	ID Ketchum
CA Isla Vista	CA San Francisco (SFMTA)	NJ Princeton
CA Laguna Beach	CA San Leandro	NM Albuquerque
CA Long Beach	CA Santa Ana	NV Las Vegas
CA Los Angeles (LADOT)	CA Sausalito	OH Columbus
CA Monterey	CA Seal Beach	OR Beaverton
CA Napa	CA South Lake Tahoe	TX Austin
CA National City	CA Tustin	TX Dallas
CA Newport Beach	CA Ventura	UT Park City

The number of projects that we have and continue to support demonstrates the scale of the impact that we have made. DIXON stays engaged with all its clients, and we continue to provide guidance and direction to City staff when needed—an additional level of personalization that makes a significant difference to our customers.

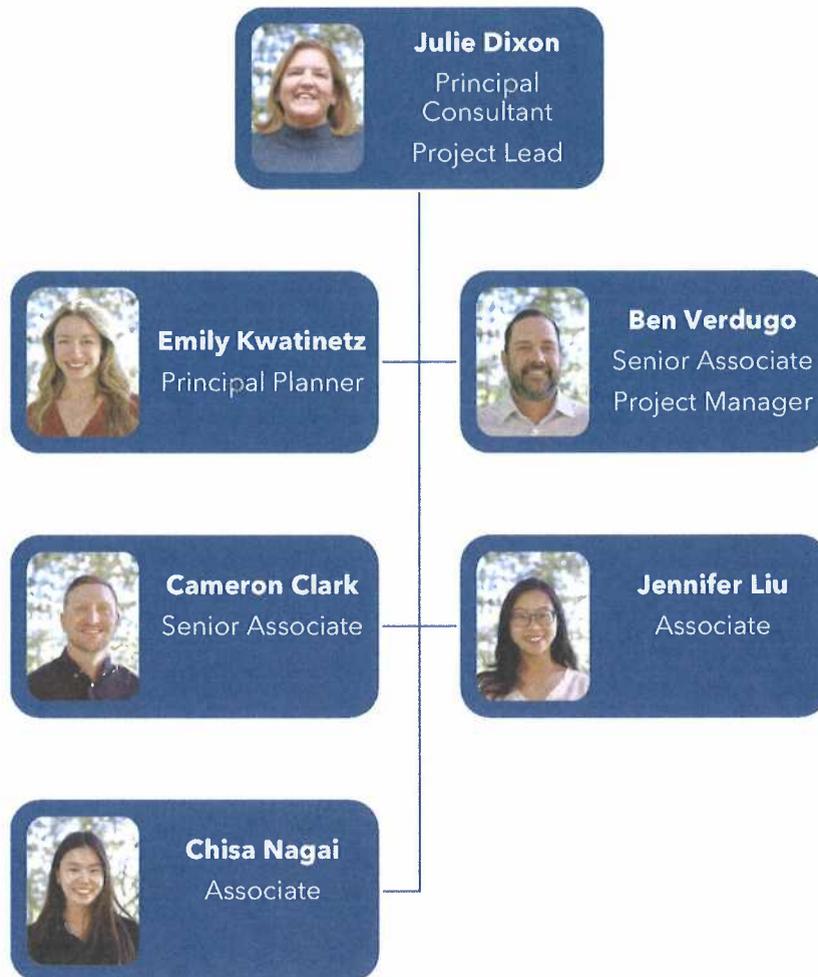


Section 4. Key Personnel

Team Organization

DIXON will customize our approach and tailor our team configuration to best support the City and all project deliverables. Our organization structure is provided here, with our firm’s Principal Consultant, Julie Dixon as the Project Lead. Julie will oversee high-level communication with City staff and will provide a final review of all project deliverables.

We will assign our Senior Associate, Ben Verdugo, as the Project Manager. Ben will be responsible for day-to-day communications with City staff and will direct task-based work assignments for the Project Team, which will include support from Senior Associate Cameron Clark who will manage data collection, and Associates Jennifer Liu, and Chisa Nagai, who will assist the team in reviewing background information, report writing, and revision as needed. We will not hesitate to dedicate the required staff to achieve the City’s objectives for this project.



Key Staff Resumes

Julie Dixon - Principal Consultant, Project Lead



Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 30 years of experience in parking and transportation management, Julie built her firm to provide "best in class" municipal parking solutions across a broad spectrum of areas, including operations management, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff's Department assigned to Isla Vista while completing her bachelor's degree at the University of California, Santa Barbara. As her career path evolved, Julie directed and managed all aspects of various complex transportation programs. Her resume is extensive, and she recently completed her Master of Business Administration degree at Point Loma Nazarene University. Julie has been responsible for establishing policies, defining objectives, and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement, and adjudication processes, and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Julie was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally recognized SFpark program. SFpark was the first federally funded project in the United States to evaluate both on-street and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, SFpark successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the development of specifications, solicitations, contract negotiations, technology integration, and implementation oversight.

One of DIXON's primary business objectives is to define and recommend parking policies for its customers. Since founding DIXON in 2012, Julie has been focused on coaching municipalities through operational and technology assessments and implementation and procurement processes. Julie is responsible for the overall management of each project for the DIXON team and prides herself on being labeled as the "Parking Coach." For her outstanding contributions to the parking industry, Julie received Parking Today's 2020 Parking Person of the Year. This Award recognizes Julie's exceptional dedication to improving the customer experience and image of parking across the entire industry.

Emily Kwatinetz - Principal Planner



Emily Kwatinetz has been with DIXON for eight years, managing projects ranging from parking and mobility studies to detailed implementation plans. Through parking studies, data analysis, operational audits, stakeholder outreach, and the development of strategic recommendations, she has a track record of comprehensive support for a variety of municipalities.

Emily earned a B.A. in Urban Studies and Planning from the University of California, San Diego. Emily was inducted into the National Parking Association's 40 Under 40 Class of 2018. She also is an elected board member of the Pacific Intermountain Parking & Transportation Association (PIPTA). Emily was awarded the 2022 Emerging Leader of the Year Award by the Southwest Parking and Transportation Association (SWPTA) and most recently she has been awarded the 2024 Emerging Leader of the Year by the International Parking and Mobility Institute (IPMI).

Emily has gained extensive experience with DIXON supporting numerous parking and mobility projects during her tenure, including leading several projects focused on residential parking impacts. For the Isla Vista Community Services District, Emily oversaw an annual parking study and facilitated a substantial community engagement campaign, and is now drafting recommendations to address the significant parking challenges which include an action plan for the development of a new parking enforcement operation and residential parking permit program. For the City of Santa Ana, Emily supported a detailed operational assessment of their existing residential permit parking program and has coordinated community outreach efforts including an online survey and a series of neighborhood meetings that focus on enhancements to the permit program.

She leads business outreach and stakeholder engagement for multiple projects, often executing public speaking, comprehensive report writing, ordinance development, and parking program development. Emily also oversees DIXON's Data Team and has supported the development of the DIXON Data Suite products for analyzing parking data from license plate recognition (LPR) systems and other data feeds.

A summary of Emily's notable projects is provided below:

- *City of Santa Ana (CA) Citywide Parking Study (2022-24)*
- *Isla Vista Community Services District (CA) Parking Study & Mobility Study (2023-24)*
- *City of Beaverton (OR) Downtown Parking Study and Action Plan (2020-24)*
- *City of Monterey (CA) Parking Operations Analysis (2018-24)*
- *City of Paso Robles (CA) Downtown Parking Action Plan & Implementation (2018-24)*
- *County of Maui (HI) Parking Action Plan & Park Maui Program Implementation (2017-24)*
- *City of Alameda (CA) Alameda Point Parking Management Plan (2019-20)*
- *City of Napa (CA) Comprehensive Strategies Report, & LPR Data Processing, Ongoing Consulting Services (2017-23)*

Ben Verdugo - Senior Associate, Project Manager



Ben Verdugo joined DIXON in 2022 after years of managing mobility and parking projects in the public sector for the City of San Diego. As Program Manager overseeing the Community Parking District and Shared Mobility Device programs, Ben has implemented numerous mobility and parking projects focused on curb-space management, maximizing parking supply, managing parking demand, and developing multi-modal initiatives. Ben earned a Master of City Planning from San Diego State University and has extensive experience in project management, budget development, and stakeholder engagement.

Ben's experience working on the Community Parking District Program for the City of San Diego allowed him to work directly with neighborhoods managing on-street parking projects in impacted areas. Providing a high level of customer service, Ben worked with Pacific Beach in 2021 to establish a parking meter zone which required close coordination between the public, community groups, City Council, and multiple city departments. In addition to Pacific Beach, Ben has established meter zones in the Downtown and Mid-City communities of San Diego and worked closely on smart parking meter data to make calculated decisions to improve utilization throughout the three parking districts in Downtown, Uptown, and Mid-City. In addition to parking projects, Ben helped launch and manage mobility-focused projects, including FRED (Free Ride Every Downtown), an on-demand electric circulator shuttle system that is now in its seventh year of operation.

For the Shared Mobility Device Program, Ben worked directly with seven different operators to manage day-to-day operations, which included oversight of real-time data to improve right-of-way conflicts and availability of scooters and e-bikes. In addition to operations management of the program, Ben helped update the Municipal Code to increase operator accountability and spearheaded the RFP solicitation, moving the city from the permit model to a contractual model for operators.

A summary of Ben's notable projects is provided below:

- *Ventura Port District (CA) Coastal Development Permit & Parking Mgmt. Plan (2024)*
- *City of Orange (CA) Parking Technology Implementation Plan (2024)*
- *City of San Gabriel (CA) Permit Mgmt. & Enforcement RFP Development (2024)*
- *San Diego State University (CA) Operational Needs Assessment (2023)*
- *City of National City (CA) Downtown Parking Mgmt. Plan & Implementation (2022-23)*
- *City of Ventura (CA) Downtown Parking Action Plan & Implementation (2022-2023)*
- *City of Allentown (PA) Operational Needs & Parking Technology Assessment (2022-23)*
- *City of Redding (CA) Downtown Parking Mgmt. Plan & Implementation (2022-23)*
- *City of Beverly Hills (CA) Off-Street Parking Projects and RFP Management (2022-23)*
- *City of San Diego (CA) Oversized Vehicle & Shared Mobility Code Updates (2022-23)*

Cameron Clark - Senior Associate



Cameron Clark is a Senior Associate for DIXON, and he has spent over eight years in the parking industry demonstrating his expertise in parking data collection and analysis, and product development. Previously, Cameron served as Parking Operations Manager for a private data acquisition and analysis company, where he led all parking data projects including the Seattle Department of Transportation (SDOT) Annual Parking Study for over four years.

Cameron was inducted into the National Parking Association's "40 Under 40" class of 2022 and he also serves on the International Parking and Mobility Institute ("IPMI") Technology Committee which provides education on cutting-edge technology, how to implement that technology, and best practices on leveraging multiple technologies as the industry advances and evolves. Cameron earned a B.S. in Environmental Science and a Minor in Computer Science from the University of Redlands.

Cameron has conducted hundreds of parking and mobility studies, and he deeply understands the challenges in collecting, analyzing, and modeling accurate parking inventory, occupancy, turnover, and enforcement data. He has extensive data collection experience managing large teams of field crews using map-based collection apps, fixed and vehicle-mounted License Plate Recognition (LPR) cameras, dashboard cameras, portable traffic cameras, drones, and other data feeds such as transactions and citations.

Cameron manages all DIXON data-related projects as well as the development and operations of the *DIXON Data Suite*® and *Rapid LPR Tool*, which uses vehicle-mounted LPR, transaction, permits, and citation data to produce parking occupancy, turnover, and enforcement analysis. In San Francisco, Cameron evaluated the accuracy of the SFMTA's mobile LPR technologies and proved the ability to utilize this data for high-quality occupancy and turnover analysis. The success of this project has led to the SFMTA's use of DIXON's *Rapid LPR Tool* to replace their current data acquisition efforts for their meter rate adjustment program.

A summary of Cameron's notable projects is provided below:

- *City of Spokane (WA) Rapid LPR Tool (2023-24)*
- *Isla Vista Community Service District (CA) Data Collection (2023-24)*
- *City of San Francisco (CA) Rapid LPR Tool (2022-24)*
- *City of Beverly Hills (CA) Rapid LPR Tool (2022-24)*
- *City of Pasadena (CA) Rapid LPR Tool (2022-24)*
- *City of Napa (CA) Citywide Parking Data Analysis (2021-23)*
- *City of Seal Beach (CA) Ongoing Parking Occupancy Evaluation (2021-24)*
- *City of Costa Mesa (CA) Residential Parking Study (2020-22)*

Jennifer Liu - Associate - DIXON



Jennifer Liu is an Associate at DIXON, with a Bachelor of Business Administration and Communication Studies joint major degree from Simon Fraser University, Canada. She also holds a certificate from UC Berkeley's College of Environmental Design after completing the Summer Institute in City Planning.

Jennifer's background is in the Electric Vehicle Supply Equipment (EVSE) industry, where she led global program management for charging solutions that launched in Europe and North America. Since joining DIXON, she now supports parking programs across the country with market research, stakeholder engagement, municipal code reviews, and strategic planning.

For the City of Costa Mesa (CA), Jennifer supported the phased implementation of their Residential Permit Program update, especially in terms of planning and producing community engagement materials and vendor coordination to translate the program plans into business rules as part of the transition to a virtual permit management system. Jennifer has also supported other Residential Permit Program projects, such as for the City of Santa Ana (CA), with public outreach, data analysis, and the development of an implementation approach.

Jennifer's unique background combining communications, project management, and urban planning provides great benefits to DIXON's clients, especially when it comes to bridging the planning and implementation phases of projects. She offers a holistic view of parking as part of the larger mobility ecosystem, as evident in her work with the Isla Vista Mobility Plan. She has supported large-scale programs and initiatives, including working closely with the City of Beverly Hills Public Works Department and the City's vendor to coordinate technology upgrades in 17 City parking garages, as well as managing their parking operator solicitation process.

A summary of Jennifer's notable projects is provided below:

- *City of Santa Ana (CA) Citywide Parking Study (2023-24)*
- *Isla Vista Community Services District (CA) Parking Study & Mobility Study (2023-24)*
- *City of Costa Mesa (CA) Residential Parking Study, Procurement, Implementation (2023)*
- *Town of Los Gatos (CA) Parking Roadmap Update (2023) City of Paso Robles (CA) Implementation Support Services (2023)*
- *City of Ketchum (ID) Parking Consulting Services (2023)*
- *City of Modesto (CA) Parking Infrastructure Implementation Plan (2022-23)*
- *City of Napa (CA) Implementation Support Services (2022-23)*
- *City of San Leandro (CA) Parking Management Consulting Services (2022-23)*
- *City of Beverly Hills (CA) Off-Street Parking Projects & RFP Management (2022-23)*
- *Savannah/Hilton Head International Airport (GA) Operational Audit & Parking Technology Assessment (2022) & Comparable Airport Rates Matrix (2023)*

Chisa Nagai - Associate



Chisa Nagai is an Associate at DIXON and joined the team in 2022. In her time with DIXON, Chisa has supported multiple projects across a variety of parking and mobility concepts, including mobility studies, stakeholder outreach, developing reports and studies, conducting data collection and analysis, and preparing data visualizations. Chisa works on two different DIXON teams, Planning and Data, and this has allowed her to develop a diverse and extensive range of expertise in both mobility and parking planning and data collection and analysis.

Chisa is based in Los Angeles and earned a Bachelor of Science degree in Environmental Studies from the University of California, Santa Barbara.

Chisa's planning project experience includes support for Residential Permit Program development in agencies like the City of Santa Ana (CA), where she assists in the assessment of existing conditions, community outreach, and parking utilization study components of the project. She has also assisted municipalities in developing customized community engagement plans and has coordinated stakeholder outreach efforts, including online public surveys, survey result analysis, and data visualizations for the Isla Vista Community Services District (IVCSD), and the cities of Santa Ana, Pasadena (CA), Seal Beach (CA), and Modesto (CA). Chisa is passionate about mobility in urban contexts, and her background in environmental studies leads to a holistic approach to parking management that encourages broader mobility and sustainability goals to be pursued for the community at hand.

In addition to drafting plans and writing reports, Chisa regularly analyzes large data sets, including the preparation of License Plate Recognition (LPR) data collection and analysis reports and monthly parking revenue reports for the cities of Seal Beach (CA) and Paso Robles (CA) and the Los Angeles Department of Transportation (LADOT). Chisa has created technical data analysis memorandums for projects with the City of North Miami (FL) and the San Francisco Municipal Transportation Agency (SFMTA), and she recently prepared a surveillance use policy for the City of Santa Ana (CA). Chisa's knowledge of GIS software and data analysis tools allows her to take a data-oriented approach with all her clients and she has assisted in optimizing several data collection methodologies to improve the efficiency and accuracy of the data collection process.

A summary of Chisa's notable projects:

- *City of Santa Ana (CA) Citywide Parking Study (2022-24)*
- *City of San Luis Obispo (CA) Parking Rate Study (2024)*
- *City of Long Beach (CA) Parking Operations Study (2024)*
- *Isla Vista Community Services District (CA) Mobility Plan (2023-24)*
- *City of San Francisco / SFMTA (CA) Rapid LPR Tool (2022-24)*
- *City of Seal Beach (CA) Ongoing Parking Occupancy Evaluation (2022-24)*
- *LA Meter (CA) Ongoing Parking Meter Revenue Evaluation (2022-24)*



Section 5. Scope of Work

Project Approach

DIXON has assessed, designed, built, and operated many successful parking programs in Southern California and around the country. Our experience and operational understanding of the details involved provides a unique perspective, unlike any other consulting firm. We are experienced in developing and implementing Residential Permit Programs throughout California.

Our team is currently working with the City of Santa Ana (CA) to evaluate the effectiveness of their permit parking program across 27 permit districts. The project involves extensive community outreach, including the development of an outreach strategy involving 60 public meetings and 20 advisory committee meetings. We have also developed a data collection plan to facilitate ongoing data collection. This enables the City to make data-driven decisions as they continue to evaluate the effectiveness of their program. We understand the high on-street parking demand the City of San Fernando is facing, and we will leverage our vast experience with communities like yours to develop an effective strategy that can be implemented in the City.

For this project, we will develop a comprehensive Community Engagement Plan that includes extensive outreach. We must keep the community involved throughout the process to ensure we address any unknown concerns and receive buy-in as we implement new policies and establish new permit districts. We are excellent at facilitating stakeholder engagement, community meetings, and public input campaigns, and we routinely receive positive feedback from our clients about our inclusiveness and accommodation for all stakeholder groups.

We will also review the Residential Permit Program ordinances and recommend changes to allow for the easier establishment of permit districts, implementation of districts, and adjustments for resident requests. We will then develop a proposed Residential Permit Program based on the Parking Management Master Plan and community engagement efforts. Next, we will develop administrative guidelines and an operating plan for the City's permit district administration. Finally, we will develop a process for ongoing evaluation of the effectiveness of the program as well as the establishment of a petition process for reviewing and processing petitions received.

Scope of Work

The following work plan details the technical approach, methodology, specific tasks, and associated deliverables that our team will perform.

Task 1. Project Management

Our team will work closely with designated City staff, to support a collaborative project management approach. Our team will schedule a project kickoff meeting and bi-weekly project meetings with the designated City staff to provide project updates,

collaborate, and address challenges. Additional meetings may be scheduled, as required.

Task 1.1 Kick-off Meeting. The initial virtual project kick-off meeting will allow our team to refine and confirm the scope of work, review the proposed study area, clarify objectives and tasks, finalize the schedule and timeline for milestone deliverables, and introduce key internal stakeholders to our team.

Task 1.2 Project Management and Bi-weekly Meetings. We will conduct virtual bi-weekly project meetings with designated City staff for the duration of the project. Our team will provide meeting agendas addressing the project schedule, budget status, highlighting complications and corrective measures, and the project's next steps.

Task 1.3 Document Sharing and Coordination. During the kick-off meeting, our team will request project-relevant documents. To facilitate document sharing, our team will establish a shared project folder through SharePoint in Microsoft Office Suite so that City staff can provide relevant documentation for our review. We will maintain this folder throughout the project to keep all files organized and accessible.

Task 1. Deliverables

- Virtual Project Kickoff Meeting
- Virtual Bi-weekly Meetings, with agendas/minutes.

Phase 1. Evaluation and Planning Stage

Task 2. Community Engagement and Ordinance Development

Stakeholder engagement and public input are two of DIXON's specialties and our team excels in achieving open, consistent, and invaluable public discourse. Our team knows that the road to consensus for implementing a Residential Permit Parking Program is a long one, and we believe community buy-in during program development is critical to the initial and long-term success of the program. Our experiences demonstrate that the inclusion of a broad range of stakeholders is integral to the process. Our heavy presence in Southern California will allow our team to easily accommodate a variety of public input opportunities to build consensus within the community, including in-person public meetings, forums, town halls, and workshops.

Task 2.1 Develop Community Engagement Plan. Our team will leverage the City's adopted Community Engagement Framework to develop and implement a Community Engagement Plan that provides transparency and inclusion with a broad range of stakeholders and a framework for gathering public feedback and providing education about the project. We will work with the City to identify and refine stakeholder groups for this project, which may include internal groups such as City staff, administration, and elected officials, and external groups, such as property and business owners, residents, organizations, institutions, visitors, and others who have a stake in the future of the City's parking programs. The Public Participation Plan will



include general strategies for engaging with identified stakeholder groups, including public input opportunities such as digital surveys, in-person and virtual community meetings, focus groups, community workshops, and forums.

Task 2.2 Implement the Community Engagement Plan. Our team will coordinate a series of meetings to identify stakeholder concerns, challenges, and goals, to gather public input, feedback, and consensus, and to refine our approach and recommendations based on community willingness. We understand that so far most of the comments received from residents have centered around the challenges of finding parking near their homes, and we will dig deeper to determine what other challenges the community is facing.

DIXON will coordinate with City staff to develop presentation materials and graphics for stakeholder meetings. The approach is flexible, but we are proposing two rounds of outreach in this initial planning phase of the project (Phase 1):

- **Round 1** - Focuses on soliciting general feedback from the community about parking needs and priorities and educating the community about what types of challenges can be solved with a residential permit parking program. This includes the following 4 meetings:
 - One in-person and one virtual meeting that focuses on both of the existing permit districts (2 meetings total)
 - One in-person and one virtual Citywide Parking Workshop meeting (2 meetings total)
- **Round 2:** Focuses on sharing assessment findings and presenting draft recommendations for more pointed feedback in the format of an interactive workshop where attendees will have a chance to fill out a paper/online surveys. This includes the following 4 meetings:
 - One in-person and one virtual meeting that focuses on both of the existing permit districts (2 meetings total)
 - One in-person and one virtual Citywide Parking Workshop meeting (2 meetings total)

We are flexible to adjust the approach and have included optional pricing to add more site visits and/or virtual meetings as requested. The qualitative and quantitative input received during the meetings and workshop surveys will feed into the recommendations that we develop for Task 2.3. During the later stages of community engagement (Phase 2), we will develop communication strategies and clear graphics such as flowcharts that will assist residents in gaining knowledge about the program (see Task 5.1).

Task 2.3 Ordinance Review and Residential Permit Program Development. Our team will review relevant municipal codes, policies, and prior documentation and assessments. We will research and assess relevant case law, including existing statutes, current and pending California Assembly Bills, the 2016 California Attorney General opinion on residential permit parking, and recent court decisions that may have an



impact on the City's residential permit program. We will request and review available parking inventory and maps of the City's current permit parking zones with associated restrictions, time limits, and any existing utilization data able to be provided by the City.

- Our team will review the Residential Permit Program ordinance and recommend changes to allow for the easier establishment of permit districts, implementation of districts, and adjustments for resident requests. We understand the need for clear processes for residents to request a permit district.
 - We will propose updates to modernize the ordinance (since it was established in 1991) to make sure it aligns with the current parking policies.
 - Make recommendations based on industry best practices, experience with nearby agencies, and feedback from the community (per Task 2.2)
 - We will draft updated ordinance language for review by the City Attorney which will also be incorporated into the proposed Residential Permit Program, below.
- Draft a proposed Residential Permit Program based on the Parking Management Master Plan and community engagement efforts.
 - As recommended by the Parking Management Master Plan, this will include recommended adjustments to the residential permit parking district fees to cover the cost of permit issuance and implementing individual districts (in accordance with State regulations).
 - We will recommend a petitioning process for forming Residential Permit Parking Districts.
 - We will define the goals of the program, outline specific steps and actions that need to be initiated by residents of the neighborhood to consider a new district, and define the steps staff need to engage in to review and recommend to the City Council approval by resolution a permit district and implementation plan for residents and city staff.

Our recommendations for the Residential Permit Program and ordinance updates will be combined into a report and we will present the recommendations to City Council for adoption.

Task 2. Deliverables

- Develop a Community Engagement Plan.
- Facilitate six (4) in-person and (4) virtual Community Meetings.
- Perform an ordinance and policy review and develop recommendations for proposed updates.
- Draft a proposed Residential Permit Program.
- Present recommendations for the Residential Permit Program and ordinance updates to City Council for adoption.

Phase 2. Implementation Guidance: Formation of Districts

Task 3. Data Collection

The DIXON Data Team collects and analyzes parking utilization and inventory data for a variety of projects. We have found that a reliable and accurate data set is essential for the success of modern parking programs, and our approach to data collection will deliver quality results. Our team has performed many parking studies throughout California, and we have developed a cost-saving approach that leverages License Plate Recognition (LPR) equipment to gather parking occupancy and turnover/length of stay information. This data is analyzed and visualized using our *Rapid LPR Tool* within the *DIXON Data Suite*®. We are now proudly supporting multiple operations with both targeted and ongoing LPR data services, including the cities of Portland, San Francisco, Beverly Hills, Napa, and Pasadena.

Task 3.1 Confirm Project Study Area. DIXON will work with the City to confirm the project Study Area for parking utilization data collection. Our proposed Study Area includes approximately 75 block faces of on-street parking in RPP Zones 1 and 2.

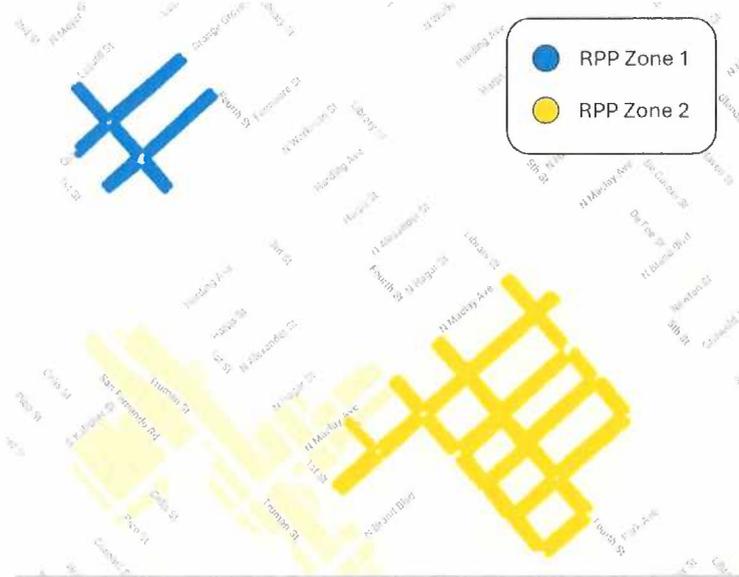


Figure 1: San Fernando Study Area

Task 3.2 Inventory Collection. Once the project Study Area is confirmed, we will produce a total inventory count per block face for all on-street parking. As necessary, we can count marked spaces and measure unmarked curb space to capture the inventory, including number, location, and space type (e.g., loading zone, ADA, or time-limited).

Task 3.3 Parking Utilization Data Collection. DIXON will coordinate with the City to develop a data collection plan that leverages mobile license plate recognition (LPR)



equipment to collect parking occupancy and length of stay data within the defined Study Area. We are proposing two (2) days of data collection, including one (1) weekday (Tuesday, Wednesday, or Thursday) and one (1) weekend day (Saturday or Sunday), with four rounds of data collection throughout each day.

Task 3.4 Parking Data Analysis and Report.

We will analyze collected parking data using the DIXON *Rapid LPR Tool* to prepare a data report that includes maps, charts, and tables summarizing the observed parking occupancy, peak usage, turnover, and length of stay metrics for the on-street areas surveyed within the Study Area. The City will have access to the DIXON Data Suite® web dashboard for three months following data collection. The web dashboard includes parking program results for each block face and off-street facility, and it displays trends by location, time, day, month, and more. The data collection results will become the baseline for the Final Report.

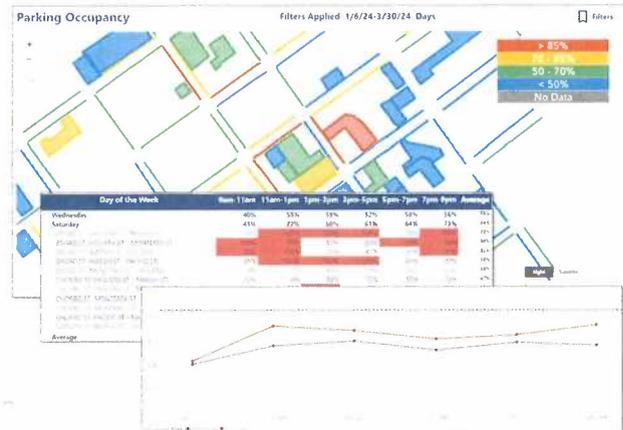


Figure 2: Example of the DIXON Data Suite® Online Dashboard

Task 3. Deliverables

- Develop a Data Collection Plan and confirm the Study Area.
- Collect parking inventory & configure *Rapid LPR Tool*.
- Data Collection includes two days of targeted data collection performed by DIXON, including one weekday and one weekend day, with up to four collection intervals each day, and access to a web dashboard for data analysis and visualization.
- The parking utilization data analysis and key takeaways will be compiled into the Final Report for the City’s review and consideration.

Task 4. Develop Administrative Guidelines and Processes

Phase 2 focuses on the initial implementation steps related to the formation of districts. We will draft specific administrative guidelines that will support the City throughout the implementation process.

Task 4.1 Administrative Guidelines.

We will draft the specific administrative guidelines and operating procedures to support the City in preparation for the implementation process. This will be an actionable set of guidelines, processes, and templates which will address:

- The petitioning process for residents desiring the establishment of districts.



- Process for staff review of petitions, certification of petitions, and data collection for responding to resident petitions.
- Format for holding community meetings with residents requesting a permit district to discuss data findings from fieldwork and proposed district boundaries, and coming to a consensus on permit district hours, permit application requirements, fees, and process for implementation.
- Template language for a Council Resolution approving and establishing a district.

We will collaborate with City staff to develop a realistic approach, and we will incorporate multiple rounds of reviews before finalizing the documentation.

Task 4. Deliverables

- Develop administrative guidelines related to the formation of Residential Permit Program Districts.

Phase 3. Implementation Guidance: District Administration

Task 5. Develop Operating Plan for District Administration

Task 5.1 Operating Plan. We will develop an operating plan for the City's permit district administration. This will be an actionable set of guidelines, processes, templates, and staffing considerations which will address:

- The plan for placement of signage and the process for the installation of signs.
- Vendor technology and process recommendations for the permit request and assignment system using a third-party vendor for administration of permit issuance that provides both in-person and online applications (see Task 5.2 for more information)
- Develop a communications package and distribute it to the community. Residents should be able to apply for permits in person or via a website. We will develop clear graphics such as flowcharts that will assist residents in gaining knowledge about what types of issues can be solved with a residential permit program, define what steps and actions need to be initiated by residents of the neighborhood for program expansion, and outline the steps staff need to engage in to review and recommend to the City Council.
- Define and implement the permit request system and permit issuance system in collaboration with the selected vendor.

Task 5.2 Permit Program Administration. To assist the City in selecting a third-party vendor for permit program administration and issuance, we will:

- Arrange vendor demonstrations for City staff with industry-leading automated parking permit management vendors that are accustomed to working with California municipalities.



- Educate staff on how the programs function in other nearby communities, what the transition process can look like, key considerations as it relates to technology and policies, and other lessons learned based on our experience supporting similar projects throughout California.
- We will help identify procurement options for the City and assist throughout the vendor selection and implementation process to ensure a smooth transition.
 - *Optional: If an RFP process is desired, we can quickly develop RFP specifications and support the City throughout this process by reviewing vendor proposals for compliance, conducting a price comparison, and facilitating vendor interviews.*

Task 5.3 Program Adjustments. We will recommend and support the implementation of adjustments to the related enforcement codes, rate structure for fines, and citation issuance and processing procedures. We will support the Council adoption process and work in coordination with the selected third-party vendor to incorporate the appropriate information and processes.

Task 5. Deliverables

- Develop an Operating Plan for the City's permit district administration.
- Assist the City with permit program administration, including the selection of a third-party vendor.
- Make recommendations for program adjustments related to enforcement codes, rate structure for fines, and citation issuance and processing procedures.

Phase 4. Implementation Guidance: Evaluation and Ongoing Management

Task 6. Define Process for Ongoing Evaluation and Management

DIXON understands the importance of making data-driven decisions. Data is a key component to the ongoing evaluation and management of the Residential Permit Program and established districts. We will develop a process for ongoing district review that evaluates the effectiveness of the program.

Task 6.1 Ongoing Evaluation and Management. We will define data-driven processes for ongoing district reviews including:

- A process for the City to review the effectiveness of a permit district throughout the 1st year of its implementation
- A process for reviewing established districts with residents, every 5 years, to determine if district program adjustments are warranted

Task 6.2 Petition Process. We will establish a process for reviewing and processing petitions received for decommissioning a district which mirrors the process for establishing a district and requires Council Resolution to decommission a district.



- This information will be incorporated into the administrative guidelines and operating procedures developed (Task 4.1) and we will update the operating plan to account for these processes as well (Task 5.1).
- We will assist the City in updating the ordinance to require a review of permit district annual rates during the Council fee schedule review conducted on an annual basis.

Task 6. Deliverables

- Develop a process for ongoing data-driven evaluation and management of the permit program and established districts.
- Develop a petition process for reviewing and processing petitions received.

Project Schedule

The following timeline describes the estimated time required to complete each task and an approximate date for the completion of each milestone deliverable:

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Project Kickoff Meeting	█								
Bi-Weekly Meetings		█	█	█	█	█	█	█	█
Develop Engagement Plan		█							
Stakeholder Engagement (In-Person and/or Virtual)		█	█	█	█	█	█		
Review Background Material		█	█						
Draft Ordinance Updates		█	█	█					
Draft Residential Permit Program			█	█	█	█			
City Review of Draft Residential Permit Program					█	█	█		
Finalize Residential Permit Program						█	█		
Present to City Council							█		
Draft Administrative Guidelines					█	█			
Draft Operating Plan						█	█		
Draft Permit Program Administration							█	█	
Define Process for Ongoing Evaluation and Management								█	█
Develop Petition Process									█



Section 6. Cost Proposal

This cost proposal is based on a Flat Fee approach and addresses all Scope of Work elements defined in the RFP. We are adaptive to the City’s needs and will modify the proposed project plan, and timeline to suit the City’s evolving priorities. We will customize our solution to focus on what the City needs to achieve its objectives and to ensure that the tasks are completed within the agreed-upon budget and timing. The budget includes all required travel or related expenses.

Standard Hourly Billing Rates

Classification	Labor Rate Per Hour
Principal Consultant	\$245
Principal Planner	\$225
Senior Associate	\$175
Associate / Data Analyst	\$155
Junior Associate	\$115
Data Collector	\$75

Cost Estimate

Flat fees per Task are detailed below:

Task	Description	Cost
	Project Management	
1	<ul style="list-style-type: none"> Project kickoff and monthly project meetings Project management and coordination 	\$7,945
	Community Engagement and Ordinance Development	
2	<ul style="list-style-type: none"> Develop a Community Engagement Plan. Facilitate four (4) in-person and (4) virtual Community Meetings. Perform an ordinance and policy review and develop recommendations for proposed updates. Draft a proposed Residential Permit Program. Present recommendations for the Residential Permit Program and ordinance updates to City Council for adoption. 	\$37,845
	Data Collection	
3	<ul style="list-style-type: none"> Develop a Data Collection Plan and confirm the Study Area. Collect parking inventory & configure <i>Rapid LPR Tool</i>. Data Collection includes two days of targeted data collection performed by DIXON, including one weekday and one weekend day, with up to four collection intervals each day, and access to a web dashboard for data analysis and visualization. The parking utilization data analysis and key takeaways will be compiled into the Final Report for the City’s review and consideration. 	\$12,005



Develop Administrative Guidelines and Processes		
4	<ul style="list-style-type: none"> Develop administrative guidelines related to the formation or Residential Permit Program Districts. 	\$4,530
Develop Operating Plan for District Administration		
5	<ul style="list-style-type: none"> Develop an Operating Plan for the City's permit district administration. Assist the City with permit program administration, including the selection of a third-party vendor. Make recommendations for program adjustments related to enforcement codes, rate structure for fines, and citation issuance and processing procedures. 	\$11,775
Define Process for Ongoing Evaluation and Management		
6	<ul style="list-style-type: none"> Develop a process for ongoing data-driven evaluation and management of the permit program and established districts. Develop a petition process for reviewing and processing petitions received. 	\$10,635
Total Cost		\$84,735

Optional Services

Pricing for additional meetings:

Description	Pricing
Additional Meeting/Council Meeting (Optional)	
6	<ul style="list-style-type: none"> Additional round of in-person community/Council meetings (includes travel). \$2,805 Additional virtual community/Council meeting \$1,150

Section 7. Project References



California, Tustin

- Citywide Permit Parking Program on Public Streets Project
- October 2019 - October 2023
- Project Lead: Julie Dixon
- Project Manager: Allison von Ebers | Project Support: Emily Kwatinetz

Dixon Resources Unlimited (DIXON) was retained by the City of Tustin (City) in October 2019 to conduct a citywide residential parking study. The study included a review of existing conditions, current parking policies, and community outreach which was used to develop a Residential Parking Action Plan (Plan).

After conducting an onsite assessment in November 2019 including stakeholder meetings with Public Works and the Police Department as well as a ride-along with enforcement staff, DIXON completed a comparable cities analysis which highlighted peer city permit programs. In early 2020, the project was put on hold due to shifting City priorities during the pandemic.

In June 2021, the project was restarted, and DIXON developed an online residential parking survey that was available from July 1-31, 2021. The purpose of the survey was to gather initial feedback about residential on-street parking, including existing policies and programs. The survey was available online with English and Spanish language options. There were 1,127 total responses. 1,085 of those respondents live within Tustin.

To facilitate additional input from the community, two community meetings were hosted on July 7 and September 9, 2021. Due to the ongoing pandemic, the meetings were conducted virtually through Zoom. During each meeting, an overview of the project was presented, and attendees were invited to provide feedback. A third community meeting was held on October 28, 2021, to present an overview of the final recommendations from the Plan.

The Plan addressed several residential parking issues including expanding permit eligibility by no longer differentiating between single-family and multi-family dwellings for establishing new districts, defining the application, and petitioning process for new permit areas, implementing one permit per eligible resident, setting an escalating rate structure, dedicating additional enforcement staff, and using mobile license plate recognition for parking enforcement and ongoing data collection.

The final Plan was presented to City staff and management in 2022 and was adopted by City Council in 2023. The City will be launching the new permit program, with the recommended actions from the Plan on February 1, 2024.

Krys Saldivar, Public Works Manager
300 Centennial Way, Tustin, CA 92780
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California, Santa Ana

- Citywide Parking Study Consulting Services
- September 2022 - Present
- Project Lead: Emily Kwatinetz | Project Support: Jennifer Liu, Alexis Appel, Chisa Nagai, and Cameron Clark

The City of Santa Ana (City) began engaging with DIXON in 2022 to conduct an extensive review and analysis of its overall residential permit parking program strategy. DIXON conducted two initial site visits and staff meetings to evaluate operations and continues to facilitate a substantial community engagement process to learn about the realities of residential parking in the City and form customized recommendations for Santa Ana. At this time, DIXON continues to perform parking analyses and support data collection efforts while developing the Parking Action and Implementation Plan requested by the City.

Santa Ana currently has an extensive permit parking program that offers permits with four different sets of operating hours across 27 permit districts. The City is looking to increase the effectiveness of the program, minimize spillover effects, and increase inclusivity. With the support of DIXON's prior experience in improving residential permit parking programs, the City is making great strides in developing data-backed decisions to make such improvements.

Some notable deliverables and services delivered and in progress include:

- Parking analysis of existing conditions that includes a review of relevant data, processes, and operating methods; on-site operational assessments and stakeholder interviews; ride-alongs to observe the current parking environment and districts; and evaluations of technology, policy, staffing, and maintenance to identify opportunities for improvement.
- Public Participation Plan outlining an extensive public outreach and stakeholder engagement strategy.
- Coordination of up to 60 public meetings and 20 advisory committee meetings, including the preparation of materials for each of these.
- Parking survey distributed online and in-person to solicit feedback from the public on parking challenges and needs.
- Facilitation of ongoing data collection using a License Plate Recognition (LPR) technology pilot, including the provision of data collection routes and analysis for study areas each district.
- Occupancy and parking utilization analysis of LPR-collected data in the DIXON Data Suite dashboard.
- Parking Action and Implementation Plan that incorporates a Citywide Permit Parking Program to balance the parking needs of various user groups.

Cointa Anaya, Engineering Technician, Public Works Agency
 20 Civic Center Plaza, Santa Ana, CA 92701
 (714) 647-5623, canaya@santa-ana.org



California, Costa Mesa

- Residential Parking Study, Procurement & Implementation
- March 2020 - Present
- Project Lead: Julie Dixon | Project Support: Jennifer Liu and Cameron Clark

In the spring of 2020, DIXON was retained by the City of Costa Mesa to conduct a comprehensive Citywide Residential Parking Study, which included data collection, community outreach, and on-site assessments. After the resulting Residential Parking Action Plan was adopted by Council, DIXON supported several parking technology solicitations, a municipal code review, and the design and ongoing implementation of a new citywide Residential Parking Permit Program (RPPP).

A priority goal of the Plan is to align the RPPP with the 2016 California Attorney General's opinion (#14-304) and ensure equitable access to public on-street parking and residential permits. The previous program did not fully address parking impacts from multi-unit dwellings, commercial areas, and spillover effects of permitted streets onto non-permitted ones. After rewriting the RPPP and procuring the required technology, the City and DIXON are executing a phased, year-long rollout of the new program. The unique program design and implementation strategy have earned it the recognition as the California Mobility and Parking Association's 2023 Public Parking Program of the Year.

Some notable deliverables and services provided include:

- An in-depth Residential Parking Study including site visits, documentation review, and stakeholder interviews.
- On-street data collection and analysis on parking impacts over 10,531 spaces.
- Community outreach and education to gather insights for the parking study and throughout the implementation of the new RPPP, including numerous virtual community meetings and an online residential parking survey.
- Development of a Residential Parking Action Plan, which outlines the key implementation steps needed to realign the residential parking strategy.
- Municipal code review to enable the implementation and enforcement of updated residential parking policies.
- Solicitation support for a Permit Management System vendor and LPR technology.
- Transition support into a virtual permit system and enforcement by license plate.
- Community outreach and education strategy and materials to help residents understand and adopt the new RPPP terms.
- Implementation support for the new RPPP rollout with vendor communication and management, project management, program design, and stakeholder engagement.

Jennifer Rosales, Former Transportation Services Manager, Public Services Dept.
77 Fair Drive, Costa Mesa, CA 92626
(202) 679-5731, jenrosales33@gmail.com



California, Pasadena

- Citywide Parking Strategic Plan & Playhouse Village
- March 2020 – Present
- Project Lead: Julie Dixon | Support: Emily Kwatinetz

DIXON was retained by the City in March 2020 to develop a comprehensive Citywide Parking Strategic Plan (Plan) that holistically addresses the City’s parking challenges, as well as strategies specific to the Playhouse Village district. The project encompassed an in-depth, virtual operational needs assessment and an extensive stakeholder engagement strategy, which has been a critical component of the planning process due to the diversity of commercial districts and neighborhoods in Pasadena.

The Plan was created to improve the overall experience for residents, visitors, and businesses, and have an immediate impact on the Citywide parking system. In support of this goal, the proposed off-street rate structure—including eliminating the 90-minute free parking time—and the strategy to consolidate operations under a single parking operator contract were approved by the City Council in 2021. Based on extensive data collection, DIXON worked in conjunction with the City to justify the implementation of paid parking with the Playhouse Village Business Association. City staff shared that the Playhouse Village parking management debate has been ongoing for more than a decade and that it was the use of the data analysis that helped the community overcome their concerns and City Council recently approved the implementation of the parking management plan.

Some notable deliverables and services provided include:

- Extensive stakeholder outreach, two online parking surveys, in-person “knock-and-talk” surveys, and community meetings with residents, neighborhood and commercial district associations, business owners and employees, City staff, and a City Council Parking Commission.
- Detailed financial modeling that analyzed operating days and hours, occupancy rates, compliance rates, and rate structures, which resulted in City Council-approved recommendations for parking operation improvements.
- Development of a Citywide Parking Strategic Plan
- Customized “how-to” implementation guide that prioritizes consistent user experience across the City’s many districts and parking facilities.
- Strategic recommendations utilizing the *DIXON Rapid LPR* Tool to optimize the efficient use of parking resources within the Pasadena Playhouse Village District.
- On-street parking occupancy and turnover analysis through DIXON’s proprietary analytical tool, the *Rapid LPR Tool*, which leverages data gathered through the City’s license plate recognition technology.

Jon Hamblen, Parking Manager, Parking Services, Department of Transportation
100 Garfield Ave, Room N 106, Pasadena, CA 91101
(626) 744-7463, jhamblen@cityofpasadena.net



Attachment A. Receipt of Addendum

DIXON acknowledges receipt of Addendum No.1



Attachment A. Receipt of Addendum

DIXON acknowledges receipt of Addendum No.1

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: July 15, 2024

Subject: Discussion on Procedure for Collection of Delinquent Accounts and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the procedure for collecting delinquent solid waste collection utility accounts, including a possible amendment to Contract No. 1731, as amended, to remove the authority to reduce or discontinue service due to non-payment (Attachment “A”); and
- b. Adopt Resolution No. 8315 (Attachment “B”) declaring the City Council’s intention to assess real property for non-payment of solid waste collection services billings and setting the date for the Public Hearing on August 5, 2024; or
- c. Provide additional direction, if appropriate.

BACKGROUND:

1. On May 16, 2016, the City Council adopted Ordinance No. 1655 (Attachment “C”), authorizing the placement of an assessment on real property for non-payment of residential solid waste collection billings.
2. From 2016 through 2019, the City Council approved the placement of assessments upon real property (residential and commercial) for non-payment of residential and commercial solid waste collection accounts that were more than 90 days delinquent.
3. In 2020 and 2021, the City Council deferred the placement of assessments upon real property for non-payment of delinquent residential and commercial accounts due to the financial hardships felt by many families from the COVID-19 pandemic.

Discussion on Procedure for Collection of Delinquent Accounts and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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4. In 2022, the City Council once again deferred the assessment process due to the rate increase on residential and commercial customers caused by the State Bill 1383, which requires recycling of organic matter.
5. On June 20, 2023, the City Council approved the placement of assessments upon real property for non-payment of commercial solid waste collection accounts that were more than 90 days delinquent. Residential delinquencies were excluded at that time.
6. On July 1, 2024, the City Council discussed setting a Public Hearing to consider assessing real property for non-payment of solid waste collection accounts that are more than 90 days delinquent. After discussion, direction was provided to return on July 15, 2024, with a draft procedure for collection of delinquent accounts to be completed by Republic Services (Republic) prior to requesting the City to place an assessment upon real property as well as a draft amendment to the existing Franchise Agreement with Republic Services to remove the authority to discontinue service for non-payment.

ANALYSIS:

The City of San Fernando provides commercial and residential solid waste collection services through a franchise agreement with Republic Services. Through the franchise agreement, Republic Services is responsible for all aspects of solid waste collection and disposal, including billing and collection of payments for all solid waste collection services. Rates are set according to the Maximum Service Rates that are established as part of the franchise agreement. Article 10 specifies other billing terms, including partial month service, production of invoices, billing inserts, methods of payment and delinquent service accounts, among others.

Article 10, Section 10.01.7 of the City's franchise agreement includes provisions relative to delinquent service accounts. In accordance with this section, the contractor may report delinquent accounts to the City on a monthly basis. The City is not responsible to assist in collecting on delinquent accounts or compensate the contractor for lost revenue. Additionally, the City does not realize direct revenue related to these unpaid accounts. A franchise fee is provided by the contractor under the franchise agreement to fund the cost of administering the solid waste/recycling program and vehicle impacts to City streets, among others.

Current Process for Collecting Delinquent Accounts.

Before requesting to place delinquent sums on the property tax roll, Republic has made multiple attempts to collect the invoice on their own. For residential customers, accounts become delinquent after 45 days of non-payment and commercial customers after 30 days.

Discussion on Procedure for Collection of Delinquent Accounts and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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Step 1. Initial Notification

Upon reaching the initial delinquency date, the customer and property owner (if different) are notified of delinquent account status through:

- Automated phone calls
- Delinquency notices provided by mail (sample notice included as Attachment “F” and Attachment “H” “Sample Property Owner Notice”)
- Email (if an email is on file)

Each of the Notices include the information required by Section 70-33 (c) of the City of San Fernando Municipal Code (“Attachment G”) which includes:

- a) A statement advising the customer that the service bill is past due.
- b) Information about the service period to which the past due sums relate.
- c) Instructions on where to remit any and all past due sums.
- d) Information on the proper procedures for disputing any sums set forth in a service bill.
- e) Notice in bold print and capital letters that the matter will be submitted to the city for collection pursuant to the tax lien procedures if the bill is not paid within 30 calendar days from the date a second delinquency notice.

Step 2. Continued Delinquency

If the account remains delinquent for 60 days past due for residential accounts:

- The customer receives phone calls from a live customer service agent.
- Automated calls continue.
- Collection notices are mailed repeatedly until the delinquent account is resolved.

Possible Additional Steps

- **Physical Door Hanger/Red Tag:** Placing a notice at the property address to alert residents of the delinquent status.
- **In-Person Visit:** Sending a representative to the property to discuss the delinquent account with the resident or property owner directly.

Discussion on Procedure for Collection of Delinquent Accounts and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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- **Additional Mailings:** Sending certified letters to emphasize the seriousness of the delinquency.
- **Enhanced Digital Communication:** Utilizing text messages if contact information is available.
- **Referral to Collection Agency:** If internal attempts fail, referring the account to an external collection agency for further action.

Draft Amendment to the Franchise Agreement.

It should be noted that Article 10, Section 10.01.7 of the City's franchise agreement authorizes Republic Services to reduce or discontinue service due to non-payment until such time as the account status is fully restored. To date, Republic Services has not used this provision to reduce or discontinue service due to non-payment. At the meeting on July 1st, the City Council directed staff to draft a contract amendment for review and discussion to remove this authority (Attachment "A"). If directed, staff will present this proposed draft amendment to Republic Services for consideration.

Summary of Delinquent Accounts.

Collection of delinquent accounts has been a challenge throughout the term of the contract and the City has worked with Republic Services (Republic) to provide different options to ensure that solid waste services continue un-interrupted throughout the delinquent account collection process.

Last year on June 14, 2023, Republic submitted to the City a list of delinquent accounts showing 656 delinquent accounts eligible for assessment totaling \$225,762.28 in unpaid fees. Of the delinquent accounts, 524 were from Residential customers totaling \$132,537.29 in unpaid fees, and 132 were from Commercial/Industrial customers totaling \$97,188.99 in unpaid fees.

This year on June 21, 2024, Republic submitted to the City an updated list of delinquent accounts. The updated list showed a total of 284 delinquent accounts eligible for assessment totaling \$170,351.02 in unpaid fees. Of the 284 delinquent accounts, 231 were from Residential customers totaling \$123,145.11 in unpaid fees (Attachment "D"), and 53 Commercial/Industrial customers totaling \$47,205.91 in unpaid fees (Attachment "E"). To put the age of the 284 delinquent accounts into perspective, 204 of the accounts first became delinquent sometime between April 2022 and March 2023; 199 residential and 5 commercial. The remaining 68 accounts became delinquent sometime between April 2023 and March 2024; 32 residential and 48 commercial accounts.

Assessment Process for Delinquent Accounts.

After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.

Discussion on Procedure for Collection of Delinquent Accounts and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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The following are some of the more salient aspects of the annual tax roll collection process:

- **Annual Report:** Annually, the City must prepare and file a report with the City Clerk describing each delinquent account and the real property parcel to which the account corresponds so that the delinquent sums may be placed on the annual tax roll. (Health & Safety Code § 5473 and § 5473a).
- **Publication:** The City Clerk must cause notice of the time and place for a Public Hearing wherein the report is to be considered and approved by the City Council before the delinquent accounts identified in the report and the sums owed may be placed on the tax roll. The notice must be published once a week for two consecutive weeks, with at least five days between publication dates. The notice must be published in an adjudicated newspaper of general circulation (§ 5473.1).
- **Mail Notice:** The City must send a mailed notice of the public hearing to each real property parcel associated with a delinquent service account more than fourteen (14) days prior hearing (§ 5473.1).

Property owners will be given another opportunity to pay the delinquent sums, or set up a payment plan, prior to the placement on the tax roll. Also, at the Public Hearing, the City Council will be able to make modifications to the report if delinquencies are fully or partially resolved, or if a customer or property owner is able to prove to the reasonable satisfaction of the City Council that the account was never delinquent or that there is an error in the report warranting correction.

If directed to move forward with placing delinquent sums on the property tax roll (commercial, residential, or both), staff will work to meet the schedule below:

- **July 15, 2024**
 - Set Public Hearing Date for August 5, 2024
 - Establish Final Payment Due Date of July 25, 2024
- **July 16 and 23, 2024**
 - Republic Services sends mailed letters to property owner (if renting: property owner and renter) providing information on delinquent amount and ability to set up payment plan
- **July 18, 2024**
 - City mails Notice of Public Hearing to Account Holders/Property Owners (Paid by Solid Waste Haul)
- **July 25 and August 1, 2024**
 - Publication of Public Hearing (Paid by Solid Waste Hauler)

Discussion on Procedure for Collection of Delinquent Accounts and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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- July 26, 2024
 - Annual Report/Listing of Delinquent Accounts Provided to City
- August 5, 2024
 - Public Hearing (Account Holders/Property Owners will have until August 7, 2024, to bring account current or set-up a payment plan)
- August 9, 2024
 - Updated Delinquent Account List Forwarded to Los Angeles County for Inclusion on Tax Roll

BUDGET IMPACT:

The City will incur administrative costs associated with conducting the assessment process. To offset this costs, the City's Ordinance authorizes a five percent (5%) administration fee (approximately \$11,992) to recover such costs, which will be deducted from sums actually collected on the tax roll before sums owed to the solid waste hauler are remitted to the hauler by the City.

CONCLUSION:

It is recommended that the City Council approve Resolution No. 8315 (Attachment "B") setting a Public Hearing date of August 5, 2024, to consider the placement of assessments on real property for non-payment of solid waste collection services billings.

ATTACHMENTS:

- A. Draft Amendment to Contract No. 1731(c)
- B. Resolution No. 8315
- C. Ordinance No. 1655
- D. Residential Delinquent Accounts
- E. Commercial Delinquent Accounts
- F. Delinquent Notice - Sample
- G. San Fernando Municipal Code - Section 70-33 (c)
- H. Delinquency Notice to Property - Sample
- I. Draft Procedure for Collection of Delinquent Accounts by Republic Services Prior to Requesting the City to place an Assessment upon Real



THIRD AMENDMENT TO COLLECTION SERVICE AGREEMENT

CONSOLIDATED DISPOSAL SERVICE, LLC dba Republic Services
Solid Waste Collection Services

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Collection Service Agreement" Contract No. 1731 dated December 9, 2013 (hereinafter, "Franchise Agreement"), is hereby made and entered into this 15th day of July, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CONSOLIDATED DISPOSAL SERVICE, LLC dba REPUBLIC SERVICES (hereinafter, "CONTRACTOR"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR, interchangeably.

RECITALS

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

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for the collection of solid waste within their jurisdiction; and

WHEREAS, pursuant to Public Resources Code Section 40059 provides that a city may determine all of the following: (1) aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services; and (2) whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and (3) the authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance; and

WHEREAS, the Franchise Agreement was executed by the Parties on December 9, 2013, under the authority of Public Resources Code Section 40059 and other applicable law (A true and correct copy of the Master Agreement is attached and incorporated hereto as Attachment A; and

WHEREAS, the Franchise Agreement was amended by way of that certain instrument entitled “Amendment No. 1 to Collection Services Agreement”, Contract No. 1731(a) dated June 15, 2015 (the “First Amendment”); and

WHEREAS, the Franchise Agreement was amended by way of that certain instrument entitled “Second Amendment to Collection Services Agreement”, Contract No. 1731(b) dated August 15, 2022 (the “Second Amendment”); and

WHEREAS, the term of the Master Agreement expires February 14, 2027; and

WHEREAS, the Parties now wish to modify the Franchise Agreement further by adding specific language related to Single Family, Multi-Family and Commercial collection services to deter build-up, long-term stagnation, or misplacement of Solid Waste as a result of the discontinuing of service by Contractor due to customer non-payment; and

WHEREAS, the capitalized term “Contract” shall refer to the Master Agreement as amended by way of this Third Amendment; and

WHEREAS, this Third Amendment was approved by the City Council at its meeting of July 15, 2024, under Agenda Item 6.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Amendment to Agreement section 10.01.7 Delinquent Service Accounts. Section 10.01.7 of the Agreement is amended to read as follows and strike the following language:

~~“...The CONTRACTOR may, in its sole discretion, take such action as is legally available to collect or cause collection of such past due amounts from Delinquent Accounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment, or CONTRACTOR may suspend/stop service to Delinquent Account until such time as the account status is fully restored including any fees or deposits required. However, in the interest of protecting overall public health, the CONTRACTOR shall not discontinue service due to past due amounts from Delinquent Accounts.”~~

SECTION 2. Except as otherwise set forth in this Third Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

conflict or inconsistency between the provisions of this Third Amendment, including any and all attachments to this Third Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Third Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this Third Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Third Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY OF SAN FERNANDO

**CONSOLIDATED DISPOSAL SERVICE, LLC
dba REPUBLIC SERVICES:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____

RESOLUTION NO. 8315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DECLARING ITS INTENTION TO CONSIDER THE PLACEMENT OF ASSESSMENTS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, on the 16th day of May, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, order that assessments be placed on real property for the collection of solid waste fees reported delinquent pursuant to delinquent solid waste account reports; and

WHEREAS, on the 15th day of July, 2024, the City Council adopted resolution declaring its intention to consider the placement of assessments on real property for the non-payment of residential and commercial solid waste collection services billings, and setting a time and place for a public hearing; and

WHEREAS, the City will provide notice more than fourteen (14) days prior to the public hearing to all property owners and account holders by United States mail, that on August 5, 2024, at 6:00 p.m., a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. In addition, a list of delinquent service addresses and outstanding balances will be published in a newspaper of general circulation on two (2) dates prior to the public hearing, as required by California Health and Safety Code Section 5470-5474.10.

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Public Interest. That it is the intention of the City Council, consistent with the public interest and convenience, to consider the placement of assessments on real property for non-payment of residential and commercial solid waste collection services billings.

SECTION 3. Final Payment Due Date. That account holders or property owners shall be allowed to resolve outstanding fees owed through August 7, 2024, to bring accounts current or set-up a payment arrangement.

SECTION 4. Notice is hereby given that August 5, 2024, at the hour of 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, being the regular meeting place of said City Council is the time and place fixed by this City Council for the hearing of protests, comments or objections in reference to the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings.

Any interested person who wishes to object to the placement of assessments may file a written protest with the City Clerk prior to the conclusion of the public hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and a protest by a property owner shall contain a description sufficient to identify the property owned by the property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all oral statements and all written protests made or filed by any interested person.

SECTION 5. Publication of Notice. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in The San Fernando Valley Sun newspaper, a newspaper of general circulation in said City; said publication shall be published once a week for two consecutive weeks, with at least five days between publication dates before the date of said Public Hearing.

SECTION 6. Mail Notice. The City Clerk is hereby authorized and directed to mail written notice to all property owners and account holders by United States mail, with postage properly affixed, informing them that on August 5, 2024, at 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice shall be mailed more than fourteen (14) days prior to the hearing.

SECTION 7. Proceedings Inquiries. For any and all information relating to the procedures, protest procedure, documentation, and/or information of a procedural or technical nature, your attention is directed to the office listed below as designated:

DEPARTMENT OF PUBLIC WORKS
(818) 898-1222
publicworks@sfcity.org

PASSED, APPROVED, AND ADOPTED THIS 15th day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

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. 8315 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 15th day of July, 2024, 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 July, 2024.

Julia Fritz, City Clerk

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 70 (SOLID WASTE AND RECYCLABLES COLLECTION SERVICES) OF THE SAN FERNANDO MUNICIPAL CODE

WHEREAS, pursuant to sections 5473 and 5473a of the California Health and Safety Code, municipalities may elect to have delinquent charges for trash service collected on the tax roll together with the general property tax paid by real property owners who are also residential trash service customers; and

WHEREAS, sections 5473 and 5473a of the California Health and Safety Code and related statutes set forth the procedures that must be followed by the City in order to collect delinquent solid waste fees and charges on the tax roll; and

WHEREAS, this ordinance is intended to establish procedures for the collection of such delinquent fees and charges in accordance with applicable law referenced above.

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

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Container":

***Customer* means any person or entity maintaining a service account with a Collector for the performance of Solid Waste and Recyclables Collection Services authorized under this Chapter. The term Customer is inclusive of persons or entities who are not the Owners of the real property parcel or portion thereof to which the service account corresponds and which is receiving the benefit of the Solid Waste and Recyclables Collection Services provided by the Collector.**

SECTION 3. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Multi-family residence":

***Owner* shall mean the person or other legal entity listed on the last equalized assessment roll for the County of Los Angeles as the owner of a lot or parcel of real property within the territorial boundaries of the City of San Fernando.**

SECTION 4. Section 70-32 (Billing and collection of fees) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby amended by the addition of the following sentence at the end of the paragraph that currently comprises Section 70-32:

“The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right, but does not assume the obligation, to avail the City of the provisions and procedures of Health and Safety Code Sections 5473 and 5473a relating to the collection of delinquent solid waste service charges on the tax roll.”

SECTION 5. The current text of subsection (c) of Section 70-33 (Rates, billing and collection of fees for standard residential collection service) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby repealed and replaced with a new subsection (c) which shall state the following:

(c) *Collection of Delinquent Charges.*

- 1. Pursuant to, and to the extent authorized by, Health and Safety Code Sections 5473 and 5473a, the City may collect delinquent fees or charges for solid waste and recyclables collection services incurred by a Customer on the tax roll for collection by the Los Angeles County Assessor's Office.**
- 2. The Owner of any real property parcel or portion thereof located within the City of San Fernando and a Customer whose service account provides for the performance of solid waste and recyclables collection services at the subject real property parcel are jointly and severally liable for the payment of all fees and charges imposed by the Collector for the performance of such services. Owners and Customers shall also be liable for compliance with all provisions of this Chapter as relates to the subject real property parcel or portion thereof receiving solid waste and recyclables collection services.**
- 3. A solid waste and recyclables collection services bill lawfully issued by a Collector to a Customer shall be considered past due if not paid by a Customer within thirty (30) calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the Customer and the Collector. If such a bill becomes past due, the Collector shall be required to issue notice to the Customer that the bill is delinquent. If the bill is not paid in full within thirty (30) calendar days from the date the service bill is deemed past due, the Collector shall issue a second notice of delinquency to the Customer and shall also send a copy of the second notice of delinquency to the Owner, if different from the Customer. Each delinquency notice shall include the following information at a minimum:**
 - (i) A statement advising the customer that the service bill is past due;**
 - (ii) Information as to the service period to which the past due sums relate; and**
 - (iii) Information as to where the Customer may remit any and all past due sums;**
 - (iv) Information as to the proper procedures for disputing any sums set forth**

- in a service bill; and**
- (v) **Notice in bold print and capital letters that the matter will be submitted to the City for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within thirty (30) calendar days from the date a second notice of delinquency is dated.**

No later than the close of business on May 1st of each calendar year, a Collector may submit to the City a schedule of all unpaid delinquent billings from May 1st of the preceding year to May 1st of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent Customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the City on or before the 30th calendar day following the issuance of the Collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the City after one year from the date the delinquent billing first becomes eligible for submission to the City.

4. In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the City shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:
- (i) The City will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the Collector and any objections and protests to the report. Notice of the hearing shall be mailed to the Owner of every real property parcel listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees or charges. The City may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.
- (ii) The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be

subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.

- (iii) City shall remit to the Collector amounts collected pursuant to this process within thirty (30) days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the Collector to the City. In order to reimburse the City for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any Collection Agreement between the City and a Collector, the City may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the City's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent (5%) of the total delinquent sums placed on the tax roll on behalf of an individual Collector.

SECTION 6. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

SECTION 9. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on the 16th day of May, 2016.



Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chavez

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez

Rick R. Olivarez, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, hereby certify that the foregoing Ordinance No. 1655 of the City Council of the City of San Fernando was approved and adopted by said City Council at its regular meeting held on the 16th day of May, 2016 by the following vote, to-wit:

AYES: Ballin, Fajardo, Lopez – 3

NOES: None

ABSTAIN: Soto – 1

ABSENT: Gonzales – 1

Elena G. Chavez

Elena G. Chávez, City Clerk

Republic Services Delinquent Accounts as of June 21, 2024

No.	Account	Type	Total	Address	Street
1		Resi	\$1,417.01	902	BRAND
2		Resi	\$1,391.69	14020	HUBBARD
3		Resi	\$1,305.33	323	HARPS
4		Resi	\$1,184.77	1241	CORONEL ST
5		Resi	\$1,178.67	2033	7TH
6		Resi	\$1,136.50	204	MACLAY
7		Resi	\$1,067.64	2038	LUCAS ST
8		Resi	\$1,047.39	2043	CHIVERS
9		Resi	\$1,018.00	719	MOTT
10		Resi	\$999.01	305	GRISWOLD
11		Resi	\$993.03	1006	BRAND
12		Resi	\$988.03	1106	ORANGE GROVE
13		Resi	\$986.75	858	ALEXANDER
14		Resi	\$985.89	1230	MOTT
15		Resi	\$973.81	821	FAYECROFT
16		Resi	\$965.21	2041	8TH
17		Resi	\$964.11	717	KALISHER
18		Resi	\$963.21	513	GRISWOLD
19		Resi	\$963.21	203	HARPS
20		Resi	\$963.21	1012	KEWEN
21		Resi	\$955.48	712	MACLAY
22		Resi	\$943.34	1310	PICO
23		Resi	\$940.95	1207	7TH
24		Resi	\$932.93	561	MACLAY
25		Resi	\$921.83	843	GRISWOLD
26		Resi	\$908.81	733	MOTT
27		Resi	\$906.46	635	LAZARD
28		Resi	\$905.82	1602	WARREN
29		Resi	\$901.75	518	LAZARD
30		Resi	\$901.75	453	FERMOORE
31		Resi	\$900.58	438	HARDING
32		Resi	\$878.84	916	GLENOAKS
33		Resi	\$854.28	717	GRIFFITH
34		Resi	\$850.47	1535	PICO
35		Resi	\$849.58	2042	8TH
36		Resi	\$839.58	1012	KEWEN
37		Resi	\$836.82	1972	PHILLIPPI
38		Resi	\$832.40	556	JACKMAN
39		Resi	\$828.62	121	HUNTINGTON
40		Resi	\$818.93	830	HAGAR
41		Resi	\$804.02	714	CORONEL
42		Resi	\$795.35	1229	PHILLIPPI
43		Resi	\$789.86	633	HAGAR
44		Resi	\$786.91	202	ORANGE GROVE
45		Resi	\$779.99	1512	4TH
46		Resi	\$777.39	1032	HEWITT
47		Resi	\$763.36	1316	GLENOAKS
48		Resi	\$763.36	714	HAGAR
49		Resi	\$763.36	603	MACLAY
50		Resi	\$763.36	1329	PICO
51		Resi	\$763.36	1118	HOLLISTER
52		Resi	\$763.36	626	HOLLISTER
53		Resi	\$763.36	1503	PICO

54	Resi	\$762.36	2019	KNOX
55	Resi	\$761.39	1117	8TH
56	Resi	\$759.74	1815	7TH
57	Resi	\$756.63	1031	HEWITT
58	Resi	\$753.81	1628	CORONEL
59	Resi	\$742.39	714	PICO
60	Resi	\$742.23	426	FERMOORE
61	Resi	\$730.85	215	HAGAR
62	Resi	\$715.15	1010	FERMOORE
63	Resi	\$714.71	920	DE GARMO
64	Resi	\$714.71	1721	7TH
65	Resi	\$714.71	1940	WARREN
66	Resi	\$714.71	415	LAZARD
67	Resi	\$714.71	2002	4TH
68	Resi	\$714.71	1235	GRIFFITH
69	Resi	\$714.71	509	CHATSWORTH
70	Resi	\$705.47	1443	CORONEL
71	Resi	\$704.47	1075	ORANGE GROVE
72	Resi	\$702.05	616	GRIFFITH
73	Resi	\$699.84	421	LAZARD
74	Resi	\$696.39	203	HARPS
75	Resi	\$692.88	1041	MOTT
76	Resi	\$685.58	1226	MOTT
77	Resi	\$684.71	128	ALEXANDER
78	Resi	\$672.79	707	JACKMAN
79	Resi	\$668.69	1327	OMELVENY
80	Resi	\$662.11	829	FERMOORE
81	Resi	\$662.07	1222	WARREN
82	Resi	\$659.50	1317	LIBRARY
83	Resi	\$658.46	1416	WARREN
84	Resi	\$653.58	1924	PHILLIPPI
85	Resi	\$644.97	663	WOLFSKILL
86	Resi	\$629.91	1122	BRAND
87	Resi	\$629.28	629	BRAND
88	Resi	\$627.59	848	ALEXANDER
89	Resi	\$625.50	1121	WARREN
90	Resi	\$625.03	432	HARDING
91	Resi	\$619.98	709	HARPS
92	Resi	\$619.29	927	8TH
93	Resi	\$615.87	861	NEWTON
94	Resi	\$615.87	1417	CELIS
95	Resi	\$608.40	507	WOLFSKILL
96	Resi	\$603.02	1124	NEWTON
97	Resi	\$600.09	232	ALEXANDER
98	Resi	\$594.19	215	FERMOORE
99	Resi	\$593.05	1142	HEWITT
100	Resi	\$581.15	1118	HOLLISTER
101	Resi	\$570.86	658	LASHBURN
102	Resi	\$568.31	1124	HOLLISTER
103	Resi	\$562.36	1332	PICO
104	Resi	\$560.86	713	BRAND
105	Resi	\$554.98	616	WOLFSKILL
106	Resi	\$551.40	1011	ORANGE GROVE
107	Resi	\$550.76	612	CORONEL
108	Resi	\$550.47	1211 1/2	7TH

109	Resi	\$550.47	419	WORKMAN
110	Resi	\$547.44	1966	8TH
111	Resi	\$537.75	1607	CORONEL
112	Resi	\$537.15	550	BRAND
113	Resi	\$534.46	825	8TH
114	Resi	\$526.04	901	BRAND
115	Resi	\$525.11	538	HARDING
116	Resi	\$525.09	1223	4TH
117	Resi	\$521.40	646	HOLLISTER
118	Resi	\$517.71	726	ALEXANDER
119	Resi	\$513.20	1034	BRAND
120	Resi	\$504.88	1529	KNOX
121	Resi	\$501.01	860	BRAND
122	Resi	\$500.00	761	GRISWOLD
123	Resi	\$500.00	611	BRAND
124	Resi	\$490.37	1423	KNOX
125	Resi	\$487.44	454	LAZARD
126	Resi	\$482.67	803	KALISHER
127	Resi	\$480.11	969	MEYER
128	Resi	\$478.31	707	PICO
129	Resi	\$476.91	1813	WARREN
130	Resi	\$473.28	1346	HOLLISTER
131	Resi	\$473.11	908	MACLAY
132	Resi	\$472.79	1024	WORKMAN
133	Resi	\$471.91	437	BRAND
134	Resi	\$471.91	614	OMELVENY
135	Resi	\$469.39	327	ALEXANDER
136	Resi	\$464.71	1915	KNOX
137	Resi	\$464.31	1058	ORANGE GROVE
138	Resi	\$462.79	409	LAZARD
139	Resi	\$460.11	433	MACNEIL
140	Resi	\$449.12	805	KALISHER
141	Resi	\$442.39	1315	CORONEL
142	Resi	\$438.40	1338	KEWEN
143	Resi	\$433.71	605	HOLLISTER
144	Resi	\$433.45	1031	MOTT
145	Resi	\$430.13	502	HARPS
146	Resi	\$428.71	1729	WARREN
147	Resi	\$428.71	717	ORANGE GROVE
148	Resi	\$428.71	1803	4TH
149	Resi	\$428.71	1012 1/2	KEWEN
150	Resi	\$428.71	507 1/2	WOLFSKILL
151	Resi	\$425.87	704	GLENOAKS
152	Resi	\$424.37	829	FAYECROFT
153	Resi	\$423.71	1320	PHILLIPPI
154	Resi	\$415.91	1627	WARREN
155	Resi	\$415.87	715	3RD
156	Resi	\$415.87	1125	KEWEN
157	Resi	\$415.40	702	PICO
158	Resi	\$406.91	906	NEWTON
159	Resi	\$405.35	444	MEYER
160	Resi	\$395.57	637	KEWEN
161	Resi	\$200.00	672	CORK
162	Resi	\$386.86	1017	WOODWORTH
163	Resi	\$383.58	1227	HEWITT

164	Resi	\$376.51	552	HUNTINGTON
165	Resi	\$372.48	2013	LUCAS
166	Resi	\$372.48	539	LAZARD
167	Resi	\$372.35	1718	7TH
168	Resi	\$62.70	1021	FERMOORE
169	Resi	\$365.35	1124	KEWEN
170	Resi	\$362.48	315	JESSIE
171	Resi	\$354.60	1213	PHILLIPPI
172	Resi	\$351.36	1964	WARREN
173	Resi	\$113.40	440	LAZARD
174	Resi	\$310.62	1512	4TH
175	Resi	\$33.80	758	JACKMAN
176	Resi	\$107.26	962	HARDING
177	Resi	\$307.26	623	GRIFFITH
178	Resi	\$237.02	123	HUNTINGTON
179	Resi	\$164.96	751	BRAND
180	Resi	\$286.24	1100	ORANGE GROVE
181	Resi	\$277.44	1019	WORKMAN
182	Resi	\$213.39	615	LASHBURN
183	Resi	\$251.54	1156	ORANGE GROVE
184	Resi	\$250.80	539	ALEXANDER
185	Resi	\$250.80	222	LAZARD
186	Resi	\$243.49	421	LAZARD
187	Resi	\$241.17	1813	WARREN
188	Resi	\$239.17	708	CORONEL
189	Resi	\$235.80	1406	HEWITT
190	Resi	\$235.05	1134	GRIFFITH
191	Resi	\$230.83	2026	LUCAS
192	Resi	\$224.10	1645	CORONEL
193	Resi	\$217.34	850	FERMOORE
194	Resi	\$62.26	1062	HUNTINGTON
195	Resi	\$209.10	1240	KEWEN
196	Resi	\$57.00	605	LASHBURN
197	Resi	\$202.42	133	HUNTINGTON
198	Resi	\$192.65	1041	MOTT
199	Resi	\$188.83	443	MACNEIL
200	Resi	\$188.10	308	MACNEIL
201	Resi	\$180.08	215	FERMOORE
202	Resi	\$178.10	2034	LUCAS
203	Resi	\$178.10	1012	GRIFFITH
204	Resi	\$178.10	1623	CORONEL
205	Resi	\$53.10	710	PICO
206	Resi	\$172.48	428	NEWTON
207	Resi	\$166.58	1228	HOLLISTER ST
208	Resi	\$157.41	1426	CORONEL
209	Resi	\$147.26	2020	DONNAGLEN
210	Resi	\$144.40	1410	PICO
211	Resi	\$144.40	457	WOLFSKILL
212	Resi	\$131.26	523	CHATSWORTH
213	Resi	\$125.40	2035	LUCAS
214	Resi	\$45.40	602	HOLLISTER
215	Resi	\$121.40	711	HOLLISTER
216	Resi	\$120.40	1314	PICO
217	Resi	\$120.40	1243	MOTT
218	Resi	\$57.70	1530	KNOX

219	Resi	\$78.10	2003	CHIVERS
220	Resi	\$115.40	433	NEWTON
221	Resi	\$57.70	224	HUNTINGTON
222	Resi	\$115.40	720	LASHBURN
223	Resi	\$115.40	1238	MOTT
224	Resi	\$110.81	406	ALEXANDER
225	Resi	\$110.40	607	KEWEN
226	Resi	\$110.40	1026	GRIFFITH
227	Resi	\$78.04	446	MACNEIL
228	Resi	\$72.26	717	LASHBURN
229	Resi	\$62.70	427 1/2	MACLAY
230	Resi	\$62.70	218	JESSIE
231	Resi	\$45.80	2032	KNOX

Republic Services Delinquent Accounts as of June 21, 2024

No.	Account	Type	Total	Address	Street
1		CO	\$8,497.91	660	ARROYO
2		CO	\$2,261.56	1002	SAN FERNANDO
3		CO	\$2,167.28	1807	1ST
4		CO	\$467.46	1110	LIBRARY
5		CO	\$1,391.03	513	MACLAY
6		CO	\$1,231.17	1912	1ST
7		CO	\$1,216.50	1023	SAN FERNANDO
8		CO	\$1,155.11	455	MACLAY
9		CO	\$1,125.06	910	SAN FERNANDO
10		CO	\$1,121.66	903	SAN FERNANDO
11		CO	\$1,063.11	231	HARPS
12		Ind	\$1,025.78	1530	1ST
13		CO	\$1,017.80	1016 1/2	SAN FERNANDO
14		CO	\$943.25	905	CELIS
15		CO	\$883.45	1139	SAN FERNANDO
16		CO	\$883.45	1147	SAN FERNANDO
17		CO	\$883.45	1102	SAN FERNANDO
18		CO	\$883.45	1106	SAN FERNANDO
19		CO	\$883.45	1150	SAN FERNANDO
20		CO	\$883.45	1118	SAN FERNANDO
21		CO	\$883.45	1017	SAN FERNANDO
22		CO	\$883.45	1019	SAN FERNANDO
23		CO	\$883.45	1021	SAN FERNANDO
24		CO	\$883.45	1030 1/2	SAN FERNANDO
25		CO	\$883.45	1042	SAN FERNANDO
26		CO	\$883.00	901 1/2	SAN FERNANDO
27		CO	\$878.22	1019 1/2	SAN FERNANDO
28		CO	\$815.87	202	MACLAY
29		CO	\$751.21	15	MACLAY
30		CO	\$693.82	1161	MACLAY
31		CO	\$675.36	908	SAN FERNANDO
32		CO	\$674.36	2022	1ST
33		CO	\$657.66	758	ARROYO
34		CO	\$264.46	774	MACLAY
35		CO	\$643.27	1016	SAN FERNANDO
36		CO	\$589.61	513	MACLAY
37		CO	\$252.75	1035	MACLAY
38		CO	\$560.69	1135	CELIS
39		CO	\$560.69	1025	SAN FERNANDO
40		CO	\$560.69	1044	SAN FERNANDO
41		CO	\$478.18	1109	SAN FERNANDO
42		CO	\$406.62	1022	SAN FERNANDO
43		CO	\$375.53	1111	SAN FERNANDO
44		CO	\$358.86	1110	SAN FERNANDO
45		CO	\$314.82	1031	SAN FERNANDO
46		CO	\$260.69	1012	SAN FERNANDO
47		Ind	\$245.08	409	ORANGE GROVE
48		Ind	\$244.51	705	ARROYO
49		CO	\$184.98	208	MACLAY
50		Ind	\$130.49	1932	CHIVERS
51		Ind	\$130.49	1018	WOODWORTH
52		CO	\$120.26	1032	SAN FERNANDO
53		CO	\$91.11	211	ALEXANDER



January 15, 2024

12949 E. Telegraph Rd, Santa Fe Springs, CA 90670
Telephone (562) 347-4000, Fax (562) 347-4092
republicservices.com

Name
Address
Address
City, State, Zip Code

PROPERTY OWNER NOTICE

Account #:
Service Address:
Total Balance Due:
Past Due:
Parcel:

Dear Customer,

The service address listed above has been identified as having an unpaid balance. This letter is a friendly reminder regarding the balance. Please bring the account current to avoid further collection action or additional charges that may be assessed against your property.

If your property is a rental, this letter may indicate that your tenant has a balance due for trash services. You may want to ask the tenant to bring the trash account current. The property owner may be held responsible for any unpaid trash service. In addition, unpaid balances may be placed on the property tax lien for the service location.

If you are a new property owner please fax or mail a copy of this letter including your escrow papers, grant deed and a phone number where you can be reached to **(562) 347-4092** or **12949 Telegraph Rd, Santa Fe Springs, CA 90670**.

If you have any questions regarding your account, please contact the Collection Department within the next Ten (10) days, by calling **(562) 347-4016**: or by mail to **12949 Telegraph Rd, Santa Fe Springs, CA 90670**.

“Se Habla Español”

If you have already made arrangements for this balance to be paid, please disregard this notice.

Thank you for your prompt attention.
Respectfully,
Collection Department

For your convenience we now accept Visa, Master card, American Express, and checks over the phone.

SFMC – Section 70-33(c)...

- (3) A solid waste and recyclables collection services bill lawfully issued by a collector to a customer shall be considered past due if not paid by a customer within 30 calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the customer and the collector. If such a bill becomes past due, the collector shall be required to issue notice to the customer that the bill is delinquent. If the bill is not paid in full within 30 calendar days from the date the service bill is deemed past due, the collector shall issue a second notice of delinquency to the customer and shall also send a copy of the second notice of delinquency to the owner, if different from the customer. Each delinquency notice shall include the following information at a minimum:
- a. A statement advising the customer that the service bill is past due;
 - b. Information as to the service period to which the past due sums relate; and
 - c. Information as to where the customer may remit any and all past due sums;
 - d. Information as to the proper procedures for disputing any sums set forth in a service bill; and
 - e. Notice in bold print and capital letters that the matter will be submitted to the city for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within 30 calendar days from the date a second notice of delinquency is dated.

No later than the close of business on May 1 of each calendar year, a Collector may submit to the city a schedule of all unpaid delinquent billings from May 1 of the preceding year to May 1 of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the city on or before the 30th calendar day following the issuance of the collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the city after one year from the date the delinquent billing first becomes eligible for submission to the city.

- (4) In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the city shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:
- a. The city will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the collector and any objections and protests to the report. Notice of the hearing shall be mailed to the owner of every real property parcel listed on the report not less than ten days prior to the date of

the hearing. At the hearing, city shall hear any objections or protests of owners liable to be assessed for delinquent fees or charges. The city may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.

- b. The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
- c. City shall remit to the collector amounts collected pursuant to this process within 30 days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the collector to the city. In order to reimburse the city for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any collection agreement between the city and a collector, the city may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the city's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent of the total delinquent sums placed on the tax roll on behalf of an individual collector.

July 12, 2024

Contact First Last Name
 Address
 City, State Zip Code

RE: Address:
 Account No.:
 Parcel: Amount Due: \$

Dear Property Owner(s):

Pursuant to Chapter 70 (Sections 5473 & 5473A) of the San Fernando Municipal Code, the City shall place an assessment, on behalf of the franchise trash hauler, for unpaid refuse collection charges on real property if the owner(s) of the property served do not make payment directly to Republic Service. Republic's records indicate that the owner(s) of the property referenced above are delinquent in the payment of rubbish charges for the period of April 1, 2023 through March 31, 2024.

To avoid having an assessment placed against your property for rubbish charges and collection costs, you must make payment directly to the City's Contractor (Republic) by **July 26, 2024**. **When making payment please mark "ASSESSMENT" on your payment envelope, as well as, your check/money order to help identify and record the payment. The contractor's address is as follows:**

**REPUBLIC SERVICE,
 12949 TELEGRAPH ROAD
 SANTA FE SPRINGS, CA 90610
 Phone: (562) 347-4016 FAX: (562) 347-4092**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that if you wish to protest the charges, you may attend a Public Hearing to be held at San Fernando City Hall, City Council Chambers, 117 MacNeil Street., San Fernando, **on August 5, 2024 at 6:00 pm**. All interested persons may attend and be heard at that time.

Sincerely,

Republic Services

.....
 PLEASE TEAR ALONG DOTTED LINE ABOVE AND MAIL THIS PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE

Subject Property/Service Address:
Dollar Amount of Delinquent fees and Penalty: \$ «Total__Tax_lien_letter»
Name and Phone Number of Company: Republic Service
Providing Trash Collection Services: (562) 347-4016
Account Number: 30902
Parcel Number: «PARCEL»

IF PAYING BY CREDIT CARD OR DEBIT CARD, PLEASE FILL OUT BELOW. WE ALSO ACCEPT CHECKS BY PHONE

<input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> ATM/DEBIT <input type="checkbox"/> Security code on the back of Credit card _____ (Security code must be included to process credit card payment) ** WE WILL PROCESS YOUR PAYMENT OVER THE PHONE AT NO CHARGE BY CALLING 562 347 4016**		
CARDHOLDER NAME:		
CARDHOLDER ADDRESS:		ZIP:
CARD NUMBER:	EXPIRES:	SECURITY CODE:
SIGNATURE		
AMOUNT PAID: \$		

Draft Procedure for Collection of Delinquent Accounts by Republic Services Prior to Requesting the City to place an Assessment upon Real Property

Before requesting to place delinquent sums on the property tax roll, Republic has made multiple attempts to collect the invoice on their own. For residential customers, accounts become delinquent after 45 days of non-payment and commercial customers after 30 days.

Step 1. After the initial delinquency date, the customer and the property owner (in those instances where they are different) are notified of delinquent account status by automated phone call, delinquency notices provided by mail (sample notice included as Attachment "F" and Attachment "H" "Sample Property Owner Notice"), and email, if an email is on file. Each of the Notices include the information required by Section 70-33 (c) of the City of San Fernando Municipal Code ("Attachment G") which includes:

- a) A statement advising the customer that the service bill is past due;
- b) Information as to the service period to which the past due sums relate; and
- c) Information as to where the customer may remit any and all past due sums;
- d) Information as to the proper procedures for disputing any sums set forth in a service bill; and
- e) Notice in bold print and capital letters that the matter will be submitted to the city for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within 30 calendar days from the date a second notice of delinquency is dated.

Step 2. After 60 days past due, residential accounts becomes delinquent, the customer receives phone calls from a live customer service agent, automated calls and collection notices by mail. This process is repeated until the delinquent account has been made current.

Possible Additional Steps.

Physical door hanger/red tag at property address.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works
Erica Melton, Administrative Services Director
Victor Meza, Water Operations Manager

Date: July 15, 2024

Subject: Discussion and Consideration to Approve the Discontinuation of Residential Water Services for Non-Payment Policy as Required by Senate Bill 998 and Senate Bill 3

RECOMMENDATION:

It is recommended that the City Council approve the *Discontinuation of Residential Water Services for Non-Payment Policy* as required by Senate Bill 998 (SB 998) and Senate Bill 3 (SB 3).

BACKGROUND:

1. In September 2018, the Water Shutoff Protection Act, Senate Bill 998 (SB 998), California Health and Safety Code Sections 116900 et seq. was passed and signed into law.
2. On February 1, 2020, SB 998 went into effect, which established new and expanded protections for residential water service termination due to nonpayment of a water utility bill until following 60 days of account delinquency, with additional provisions including:
 - a. Options for averting discontinuance of water service for non-payment including provisions for alternate payment arrangements;
 - b. Timeline of notifications for shut-off due to non-payment;
 - c. A formal bill appeals process; and
 - d. Translation of the policy and notices into at least five languages.
3. On February 18, 2020, the City Council approved Urgency Ordinance No. U-1692, which amended provisions of the San Fernando Municipal Code to conform with the requirements of SB 998.

Discussion and Consideration to Approve the Discontinuation of Residential Water Services for Non-Payment Policy as Required by Senate Bill 998 and Senate Bill 3

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4. On March 16, 2020, the City Council declared a local emergency due to Coronavirus (COVID-19) and, prior to implementation of SB 998, authorized a pause to delinquent payment fines and penalties. All COVID-19 related declarations of the local public health emergency for COVID-19 expired March 31, 2023.
5. On October 13, 2023, Governor Newsom signed Senate Bill 3 (SB 3) that further refines and expands the protections offered under SB 998.
6. On February 20, 2024, a first public hearing was conducted to amend the City's Water Policies to comply with SB 998 and SB 3. The City Council directed staff to return with additional details on outstanding accounts, plans regarding community outreach related to the City's proposed revised water service discontinuation policy, and specific procedures prior to water service discontinuation.
7. On May 6, 2024, the City Council approved the first reading of Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service.
8. On May 20, 2024, the City Council adopted Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment with direction to return with the *Policy on the Discontinuation of Residential Water Services for Non-Payment* and associated payment plan process in July 2024.

ANALYSIS:

Municipal utilities employ a range of strategies to collect delinquent bills, including the imposition of late payment fees and the issuance of disconnect notices to alert customers about potential service termination, aiming to encourage timely payments and ensure a steady revenue stream to maintain operations. San Fernando operates its own water utility and bills customers on a bimonthly basis based on their water consumption.

In March 2020, the City suspended water account penalties and service disconnections for non-payment due to the COVID-19 crisis. The decision was made to support customers who were experiencing financial difficulties during that uncertain time. As the City moves forward with restoring normal operations, including the ability to discontinue customer's service due to non-payment, City Council approved Ordinance 1722 (Attachment "C") in compliance with the Water

Discussion and Consideration to Approve the Discontinuation of Residential Water Services for Non-Payment Policy as Required by Senate Bill 998 and Senate Bill 3

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Shutoff Protection Act as established via SB 998 and expanded by SB 3. The ordinance effectively brought Chapter 94 (Utilities), Article III (Water) into compliance while reorganizing the Code sections to better align with the water billing process, distinguishing procedures for residential customers from non-residential customers. The effective date of the Ordinance was July 1, 2024, to allow sufficient time for outreach, system implementation and policy development.

Additional compliance with SB 998 and SB 3 requires development of a formal *Policy on the Discontinuation of Residential Water Services for Non-Payment* (Attachment "A") for customers to more easily understand the policy as it relates to the process up to disconnection. At the May 20, 2024 Meeting, the City Council directed staff to return with the proposed Policy and associated payment arrangement procedures.

Proposed Water Shutoff Policy.

The Proposed *Discontinuation of Residential Water Services for Non-Payment* Policy is compliant with State laws while creating a more transparent and expanded process for delinquent accounts. The Policy includes the following information:

- Policy Purpose: The purpose of the policy is to outline procedures prior to the discontinuation of residential water services, which must be delinquent for at least sixty (60) days before the account is eligible for disconnection.
- Payment Arrangements:
 - Payment Extension – A customer may request an extension on the payment of their account only after a disconnection notice has been delivered. The City may grant an extension, in its sole discretion. Any such extension may not exceed thirty (30) days after the final due date on the disconnection notice. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Administrative Services Director, who shall maintain a record of reasons for granting the extension. Late fines and penalties will not be waived as a result of an approved extension. Accounts with four or more bills outstanding will not be granted an extension.
 - Installment Payment Plan – A customer may also request an installment payment plan after a disconnection notice has been delivered. To avoid undue hardship to the customer, the City may grant an installment payment plan, in its sole discretion. Any such payment plan shall provide for full payment of past-due amounts within a period not to exceed twelve (12) months; provided, however, the Administrative Services Director, in his or her reasonable discretion, may apply a term of longer than twelve (12) months to avoid undue hardship on the customer. The City may discontinue water service if a customer who has been granted an extension or payment plan fails to pay by the extended due date or a due date under the payment plan.

Discussion and Consideration to Approve the Discontinuation of Residential Water Services for Non-Payment Policy as Required by Senate Bill 998 and Senate Bill 3

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- **Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued:** The City will not discontinue water service if all of the following three (3) conditions are met:
 1. The customer, or tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
 2. The customer is unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, California SSI/SSP or California Special Supplemental Nutrition Program for Women, Infants, and children, or The customer declares under penalty of perjury that the household's income is less than two hundred percent (200%) of the federal poverty level. A self-certification form will be provided for the customer to make the declaration.
 3. The customer is willing to enter into a written agreement with the City regarding an extension or other payment plan for delinquent charges. The City will select terms and conditions of the payment plan that will be set forth in a written agreement. The written agreement shall be for a period not to exceed twelve (12) months; provided, however, that the Administrative Services Director, in his or her reasonable discretion, may apply a term of longer than twelve (12) months to avoid undue hardship on the consumer.

The City may discontinue water service of a customer under this provision if a customer who has been granted a payment arrangement fails to do either the following for sixty (60) days or more:

- (i) Pay any amount due under the payment plan; or
- (ii) Pay their current charges for water service while the payment plan is in effect.

The City will post a final notice to discontinue service in a prominent and conspicuous location at the service address at least seven (7) business days before discontinuation of service.

- **Procedures to Contest or Dispute a Bill:** A customer may dispute the accuracy of a bill for water service. A Protest/Dispute Form will be made available to submit to the Public Works Department, which will conduct an investigation and review the meter. If not

Discussion and Consideration to Approve the Discontinuation of Residential Water Services for Non-Payment Policy as Required by Senate Bill 998 and Senate Bill 3

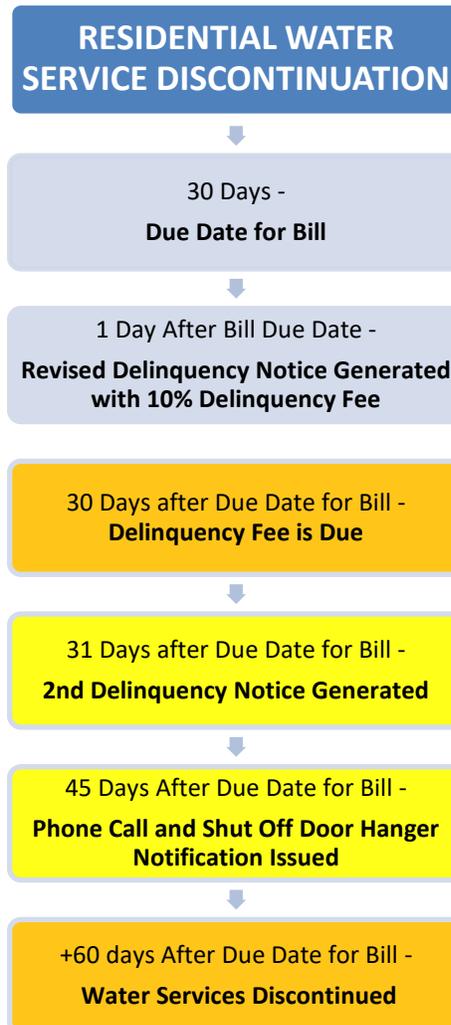
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satisfied with the outcome of the initial review, an appeal may be made to the Administrative Services Department regarding the billing.

Residential Water Service Discontinuation Process.

The proposed *Discontinuation of Residential Water Services for Non-Payment* Policy is intended to serve as a guide to inform City customers on options to bring delinquent accounts current and avoid discontinuation of residential water service for nonpayment. This policy does not apply to any accounts for non-residential service. Shutting off water service is implemented only as a last resort after all other attempts to collect payment, such as reminders, warnings, and payment plans, have been exhausted.

Below are key aspects of the City's proposed practices regarding up-to residential water service discontinuation:



Discussion and Consideration to Approve the Discontinuation of Residential Water Services for Non-Payment Policy as Required by Senate Bill 998 and Senate Bill 3

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Communication and Outreach Strategy.

Should City Council authorize the proposed Policy, it will be translated into various languages as required by State Law and posted to the City’s website.

There are currently 480 residential customers with balances outstanding over 90+ days totaling \$616,503. Staff will issue an initial mailing (Attachment “B”) to alert of the outstanding account status along with a copy of the *Discontinuation of Residential Water Services for Non-Payment Policy* to encourage payment plan establishment prior to the start of late fines and penalties being applied to accounts.

Staff additionally plans to conduct outreach regarding the policy enactment via the following methods:

- Posted on City’s Website
- Mailer – Insert in Water Bills
- Presentations at Recreation Centers & Neighborhood Meetings
- Flyers at Recreation Centers
- Social Media Posts
- City Manager’s Monthly Newsletter – Spotlight Program

BUDGET IMPACT:

The Fiscal Year 2024-2025 Adopted Budget includes \$5.4 million in Water Fund revenue for the sale of water. The City should expect additional revenue as past due accounts become current. While the City records delinquent penalties revenue, no funds were budgeted as it does not rely on it for maintaining normal City operations.

The adoption of the Water Shutoff Policy to be established and translated into Spanish, Chinese, Tagalog, Vietnamese and Korean as required by SB 998 and SB 3. Sufficient funding is included in the Fiscal Year 2024-2025 Adopted Budget under the translation services enhancement program and associated bill inserts.

ATTACHMENTS:

- A. Discontinuation of Residential Water Services for Non-Payment Policy – Proposed
- B. Letter to Outstanding Residential Water Account Customers
- C. Ordinance No. 1722

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
DISCONTINUATION OF RESIDENTIAL WATER SERVICES FOR NON-PAYMENT	ORIGINAL DATE 07/15/2024	EFFECTIVE 07/15/2024
	CURRENT DATE 07/15/2024	EFFECTIVE 07/15/2024
CATEGORY	POLICY NO.	SUPERSEDES
PUBLIC WORKS	PW-07152024	N/A

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

In compliance with the Water Shutoff Protection Act (Cal. Health & Safety Code §§ 116900 – 116926) and City of San Fernando Municipal Code Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water), the City hereby adopts a written policy containing certain procedures before the discontinuation of residential water service for nonpayment. In addition, residential water service must be delinquent for at least sixty (60) days before the account is eligible for disconnection.

SECTION II. POLICY STATEMENT

If a residential water service account is delinquent for sixty (60) days or more, the City will discontinue water service after complying with the Water Shutoff Protection Act, as applicable. This policy will serve as a guide to inform City customers on options to bring delinquent accounts current and avoid discontinuation of residential water service for nonpayment. To the extent that this Policy conflicts with any other City rules, regulations, or policies, this Policy shall prevail. This policy does not apply to any accounts for non-residential service.

SECTION III. PAYMENT ARRANGEMENTS

A customer may request an extension on the payment of their account only after a disconnection notice has been delivered. The City may grant an extension, in its sole discretion. Any such extension may not exceed thirty (30) days after the final due date on the disconnection notice. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Administrative Services Director, who shall maintain a record of reasons for granting the extension. Late fines and penalties will not be waived as a result of an approved extension. Accounts with four or more bills outstanding will not be granted an extension.

A customer may also request an installment payment plan after a disconnection notice has been delivered. To avoid undue hardship to the customer, the City may grant an installment payment plan, in its sole discretion. Any such payment plan shall provide for full payment of past-due amounts within a period no longer than twelve (12) months. The written agreement shall be for a period not to extend beyond twelve (12) months; provided, however, that the Administrative Services Director, in his or her reasonable discretion, may apply a term of longer than twelve (12) months to avoid undue hardship on the consumer.

The City may discontinue water service if a customer who has been granted an extension or payment plan under this Section 3 fails to pay by the extended due date or a due date under the payment plan.

SECTION IV. SPECIAL MEDICAL AND FINANCIAL CIRCUMSTANCES UNDER WHICH SERVICES WILL NOT BE DISCONTINUED

Conditions

The City will not discontinue water service if all of the following three (3) conditions are met:

1. The customer, or tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
2. The customer is unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, California SSI/SSP or California Special Supplemental Nutrition Program for Women, Infants, and children, or The customer declares under penalty of perjury that the household's income is less than two hundred percent (200%) of the federal poverty level. A certification form will be provided for the customer to make the declaration.
3. The customer is willing to enter into a written agreement with the City regarding an extension or other payment plan for delinquent charges. The City will select terms and conditions of the payment plan that will be set forth in a written agreement. The written agreement shall be for a period not to extend beyond twelve (12) months; provided, however, that the Administrative Services Director, in his or her reasonable discretion, may apply a term of longer than twelve (12) months to avoid undue hardship on the consumer.

Customer Demonstration, and the City Review, of Qualifications

The customer is responsible for demonstrating that the qualifications in Section 4.A above have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) calendar days and either: (a) notify the customer of the terms and conditions selected by the City and require the customer's signature on the payment plan agreement; (b) request additional information from the customer; or (c) notify the customer they do not meet the qualifications.

Failure to Comply

The City may discontinue water service if a customer who has been granted a payment arrangement under this Section 4 fails to do either the following for sixty (60) days or more: (i) pay any amount due under the payment plan; or (ii) pay their current charges for water service while the payment plan is in effect. The City will post a final notice to discontinue service in a prominent and conspicuous location at the service address at least seven (7) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City under Section 5.

SECTION V. PROCEDURE TO CONTEST OR DISPUTE A BILL

Procedures to Contest or Dispute a Bill

Whenever the accuracy of a bill for water service is questioned, the customer of record may initiate a written dispute or request an investigation regarding the amount of the bill within ten (10) days of receiving the

disputed bill. The written dispute must include supporting information or evidence. The Public Works Department will review all timely disputes or requests for an investigation. The review will include consideration of whether the customer may receive an installment payment plan for the unpaid balance. Water service will not be discontinued for nonpayment while the investigation dispute is pending, or during an appeal. The City, in its sole discretion, may review untimely disputes or requests for investigation, but such disputes or requests are not be subject to appeal.

Appeal to the Administrative Services Department

If the complainant is not satisfied with the decision of the Public Works Department, he or she may file a written appeal with the Administrative Services Department within ten (10) days of the Public Works Department decision. After submission of the appeal, the Administrative Services Director shall reply in writing within ten (10) days to the complainant regarding the appeal. If the customer is not satisfied with the City's written reply, he or she then has ten (10) days from the date of such written reply to appeal the reply by requesting a conference with the City. The conference shall be set as expeditiously as possible, and the complainant shall receive written notice of the time and place of the conference. After the conference, the City shall report within ten (10) days in writing to the complainant regarding their decision.

SECTION VI. CITY CONTACT INFORMATION

For questions or assistance regarding water bills, including options to avoid discontinuation of service for nonpayment, the City's Water Customer Service staff can be reached during normal business hours at (818) 898-1245. Normal business hours are Monday through Thursday, from 7:30 a.m. to 5:30 p.m. and Friday from 8:00 a.m. – 5:00 p.m., with closures/amended hours for observed holidays.

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

Date

VICE MAYOR
MARY MENDOZA

Name

Address

COUNCILMEMBER
JOEL FAJARDO

San Fernando, CA 91340

COUNCILMEMBER
VICTORIA GARCIA

Dear City of San Fernando Water Customer:

COUNCILMEMBER
MARY SOLORIO

In March 2020, the City of San Fernando suspended water account penalties and service disconnections for non-payment due to the COVID-19 crisis. The decision was made to support our customers who were experiencing financial difficulties during that uncertain time. As we move forward to restoring normal operations, the City of San Fernando will restart the collection process for past due accounts which may result in **service disconnection**.

Your account currently shows a past due amount of \$ _____.

Our goal is to work with you to avoid disconnection of services. The City has implemented a Payment Arrangement Plan to allow for repayment over a period of time and make payments more manageable.

You will have 10 business days from the date of this letter to come in to San Fernando City Hall and enroll in the payment plan. If you choose not to enroll, your account will be eligible for fines and penalties, up to and including disconnection. Arrangements must be made in person at San Fernando City Hall and only the account holder will be allowed to enter into the arrangement.

FINANCE DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

If you have any questions regarding this process, please contact the City of San Fernando at 818-898-1213 or 818-898-1245.

City of San Fernando
Finance Department

ADMINISTRATIVE
DIVISION
(818) 898-1200

BUSINESS LICENSE
DIVISION
(818) 898-1245

TREASURER DIVISION
(818) 898-1207

WATER DIVISION
(818) 898-1213

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, ARTICLE III (WATER) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO MUNICIPAL CODE REFINING PROCEDURES FOR THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT AND OTHER RELATED AMENDMENTS

WHEREAS, the City of San Fernando (“City”) is a municipal corporation, duly organized under the California Consitution and laws of the State of California; and

WHEREAS, the City owns and operates a public water system that supplies water to residential, commercial and industrial customers throughout the City’s jurisdiction; and

WHEREAS, on September 28, 2018, Governor Brown signed Senate Bill No. 998, the Water Shutoff Protection Act (“SB 998”) codified at Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the California Health and Safety Code; and

WHEREAS, SB 998 established new and expanded protections regarding the discontinuation of water service for nonpayment and related matters; and

WHEREAS, at its Regular Meeting of February 18, 2020, the San Fernando City Council (“City Council”) approved Urgency Ordinance No. U-1692 which amended provisions of the San Fernando Municipal Code to conform to the requirements of SB 998; and

WHEREAS, on October 13, 2023, Governor Newsom signed Senate Bill 3 (“SB 3”) which further refines and expands the protections offered under SB 998; and

WHEREAS, the City Council of the City of San Fernando desires to immediately amend Division I of Article III of Chapter 94 of the San Fernando Municipal Code to again ensure consistency with the new requirements of SB 3 and other laws which will take effect in the coming year; and

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Sections 94-151 through 94-164 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code are hereby repealed in the entirety and replaced with the following text:

Sec. 94-151. General Billing Provisions.

(a) Responsibility for payment for water service. Except for master-metered apartment buildings or unless a property owner consents by written agreement that water service be furnished to tenants on the property owner's account, the occupant of any premises shall be responsible for payment of any water and service charges applicable to premises occupied by the occupant. It shall be the occupant's duty to inform the city immediately of all circumstances and of any change in circumstances that will in any way affect the applicability of any charge to premises occupied by the occupant or the amount of any such charge. In particular, but not by way of limitation, an occupant of any premises shall immediately inform the city clerk of any sale or transfer of the ownership or leasehold interest to such premises by or to such occupant.

(b) Vacant Property. Whenever the property is vacant or unoccupied and the owner or his authorized agent or lessee notifies the city in writing that until further notice no water will be required on the premises, there shall be no charge for water on the premises from the time of notifying the city until further notice is given by such owner or agent or lessee that the discontinued service be resumed.

(c) Prior delinquent bills. An applicant for water services may be refused service if the applicant has previous delinquent and unpaid bills for water service at another location served by the city or other delinquent or unpaid city bills, licenses, fees, permits, or other charges.

(d) Nonreceipt of Bills. Whether a water service bill is delivered to an account holder by the city through the United State Postal Service or electronically at the mailing address or electronic mail address provided by the account holder in its application for water service, the failure of the consumer to receive such a bill does not relieve the consumer of the requirement for payment, nor is nonreceipt of a bill cause to remove a penalty from the account.

(e) Registration Failure; bill estimation. If a water meter fails to register during any two-month billing period, a charge will be made upon the amount of water used during the same two-month period during the previous year. If there was no meter at the premises in question during the previous year, a charge will be made upon the estimate fixed by the water superintendent or director which shall be paid by the consumer.

(f) Assumption of use.

(1) In all cases the city will assume that water has been used where any person has had the opportunity to use water, and even though he/she may not have used any water during the billing period he/she will not be entitled to any rebate from the regular rate provided in such cases unless he/she has notified the city in writing to discontinue such service.

(2) *The city's regular rates for water shall be charged in every instance for premises vacated until the city shall have been notified in writing by the owner or his agent and filed with the service clerk in the water division of the discontinuance of the use of water upon such premises.*

(g) Liability during discontinued period. *If, after water service has been discontinued but before the service is reconnected for the new customer, the meter indicates water has been used, the owner of the property shall be responsible for charges incurred during the discontinued period.*

(h) Records. *The city shall keep a complete set of books or accounts showing all financial transactions with reference to the city water division and shall make or cause to be made all collections for water service.*

(i) Dispute settlement. *If a dispute arises between any water consumer and the city concerning water service or the amount of the water bill to such consumer, the dispute, subject to any applicable procedures of Sections 94-161 and 94-162, may be settled subject to the approval of the San Fernando City Council and the Finance Director. The provisions and procedures provided for in this section are permissive, only, and shall in no way affect any of the other sections of this article or bind the city to any set formula for settling disputes.*

Sec. 94-152. Supplanted service.

If the city's public works improvements interfere with existing water service to a consumer provided by a supplier other than the city, the city may, upon agreement of all parties affected, provide such water service instead of such other supplier. The city reserves the right and power to contract separately with any such consumer for the sale and delivery of water at times, places and prices to be fixed by the city council. The council may agree to furnish water to such consumer at prices equivalent to those paid by the city consumer to the supplanted supplier if it finds the city benefits thereby.

Sections 94-153 to 94-160 [Reserved]

Sec. 94-161. Residential Billing, Delinquences and Discontinuation of Service.

(a) Residential Billing.

(1) *Residential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each residential water consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month following the two-month billing period in which the charges were incurred, deliver to each residential water consumer a statement of water service charges for the preceding two-month billing period. All charges shall be due and payable upon presentation (the "due date"), and the charges shall become delinquent if not paid by the first day of the month immediately*

following the month in which the bill for charges was issued (the "delinquency date"). The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be. For purposes of this Section 94-161, the capitalized term "Finance Director" shall mean the Finance Director of the City of San Fernando or designee.

- (2) *All water services charges shall be paid (i) in person at the Finance Department counter located at San Fernando City Hall during the City's regular business hours; or (ii) at the City's designated night drop-box located at San Fernando City Hall; or (iii) by mail delivered to the address indicated on the water service bill; or (iv) by such other means as may prescribed by the City. Payment for residential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked on or before the delinquency date, shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.*

(b) *Delinquent bills.* *The following rules apply to residential consumers whose bills remain unpaid for more than sixty (60) calendar days following the delinquency date:*

- (1) *Courtesy Carry-Over of Unpaid Sums.* *If \$50 or less remains unpaid on unpaid on individual bimonthly bill, the unpaid sum will be carried over and added to the next billing period.*
- (2) *Late charge.* *A late charge in an amount approved by city council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the delinquency notice is generated.*
- (3) *Delinquency notice.* *If payment for a bill rendered is not made on or before the 30th day following the due date, a notice of delinquent payment (the "delinquency notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven (7) business days prior to any discontinuation of service date identified in the delinquency notice itself. For purposes of this Section 94-161, the term "business days" shall mean Monday through Friday of each week, excluding those days in which the city is closed for business in observance of a city-observed holiday. If the consumer's address is not the address of the property to which the service is provided, the delinquency notice must also be sent to the address of the property served, addressed to "occupant." The delinquency notice must contain the following information:*

- (A) *The consumer's name and address;*

- (B) *Amount of delinquency;*
- (C) *Date by which payment or arrangement for payment must be made to avoid discontinuation of service;*
- (D) *Description of the process to apply for an extension of time to pay the amount owing;*
- (E) *Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency; and*
- (F) *Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule.*

The city may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the city shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section 94-161(c)(3), below, and the procedures for review and appeal of the consumer's bill, as described in Section 94-161(l), below.

- (4) *Unable to contact customer.* *If the city is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the city will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for nonpayment, and a copy of this policy.*
- (5) *Requirements for Landlord-Tenant Relationships.*
 - (A) *If the city furnishes individually metered residential water service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the city shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) calendar days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount that may be due on the delinquent account.*
 - (B) *The city is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the city's*

rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the Finance Director, or if there is a physical means legally available to the city of selectively terminating service to those residential occupants who fail to meet the requirements of the city's rules and tariffs, the city shall make service available to those residential occupants who have met those requirements.

- (C) *If prior service for a period of time is a condition for establishing credit with the city, residence and proof of prompt payment of rent or other credit obligation acceptable to the city for that period of time shall be a satisfactory equivalent.*
- (D) *Any residential occupant who becomes a customer of the city pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the covered water system for those services during the preceding payment period.*
- (E) *In the case of a detached single-family dwelling, the city may do any of the following: (i) Give notice of termination at least seven days prior to the proposed termination; or (ii) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.*
- (6) *Water shut-off deadline.* *Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the delinquency notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by city after the deadline will be considered untimely.*
- (7) *Notification of returned check.* *Upon receipt of a returned check rendered as remittance of water service or other charges, the city will consider the account not paid. The city will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the delinquency notice; or, if a delinquency notice has not been previously provided, no sooner than the 60th*

day after the due date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

(8) Returned check tendered as payment for water service disconnected for nonpayment.

(A) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the city may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.

(B) If at any time during the one-year period described above, the consumer's account is again disconnected for nonpayment, the city may require the consumer to pay cash or certified funds to have that water service restored.

(c) Conditions prohibiting discontinuation. The city shall not discontinue residential water service if all of the following conditions are met:

- (1) Health conditions. The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under California Health & Safety Code § 116910(a)(1) as the same may be amended from time to time.); and
- (2) Financial inability. The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level; and
- (3) Alternative payment arrangements. The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of Section 94-161(f), below.

(d) Process for determination of conditions prohibiting discontinuation of service.

- (1) The water consumer bears the burden of proving compliance with the conditions described in Section 94-161(c), above.*
- (2) To allow the city to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the city with all necessary documentation corroborating the existence of each of the conditions listed under Section 94-161(c), above, as far in advance as possible of any proposed date for discontinuation of service.*
- (3) Upon receipt of such documentation, the Finance Director, shall review such documentation and respond to the consumer within seven (7) calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof as referenced under Section 94-161(f), below, in which the city will allow the consumer to participate.*
- (4) If the city request additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the city's written request. Within five (5) calendar days of its receipt of all of the requested additional information, the city shall either notify the consumer in writing that the consumer does not meet the conditions of Section 94-161(c), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, Section 94-161(f) below, in which the city will allow the consumer to participate.*
- (5) Consumers who do not meet the conditions described in Section 94-161(c), above, must pay the delinquent amount, including any penalties and other charges, owing to the city by or before the latter of the following: (i) two (2) business days after the date of notification from the city of the city's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the delinquency notice.*

(e) Special rules of low income consumers. Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:

- (1) Reconnection fees. *If water service has been discontinued and is to be reconnected, then any reconnection fees during the city's normal operating hours may not exceed \$50.00, and reconnection fees during nonoperational hours may not exceed \$150.00. Such fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.*
- (2) Interest waiver *Waive interest charges on delinquent bills once every twelve (12) months.*

(f) Alternative payment arrangements. *The city shall offer residential consumers one of the following alternative payment arrangements, to be selected by the city in city's sole discretion: (i) amortization of the unpaid balance; (ii) an alternative payment schedule; (iii) partial reduction of the unpaid balance provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other city customers; or, (iv) temporary deferral of payment. The Finance Director, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and city's payment needs. As authorized under the Health & Safety Code, the city reserves the right to set parameters for each of the options described above as may be adopted by city policy.*

- (1) Amortization. *If the city selects an amortization plan for the consumer, the plan shall be subject to the following terms:*
- (A) Term. *The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.*
- (B) Administrative fee; interest. *For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the plan. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California law shall be applied to any amounts to be amortized.*

- (C) Compliance with plan. *The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.*
- (2) Alternative payment schedule. *If the city selects an alternative payment schedule for the consumer, such arrangement shall be subject to the following conditions:*
- (A) Repayment period. *The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.*
- (B) Administrative fee; interest. *For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the schedule. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California shall be applied to any amounts to be amortized.*
- (C) Schedule. *After consulting with the consumer and considering the consumer's financial limitations, the Finance Director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the city's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Section 94-161(i)(1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.*
- (D) Compliance with plan. *The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule.*

- (3) Reduction of unpaid balance. If the city elects to grant a partial reduction of the unpaid balance owed by the consumer, such arrangement shall be subject to the following conditions:
- (A) Amount of Reduction. The reduction shall not to exceed 20% of that balance. The proportion of any reduction shall be determined by the consumer's financial need, the city's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.
 - (B) Repayment Period. The consumer shall pay the reduced balance by or before a date to be set by the Finance Director in his or her reasonable discretion (the "reduced payment due date") which date shall be at least fifteen (15) calendar days after the date the reduction is authorized by the Finance Director.
 - (C) Compliance with Plan. The consumer must pay the reduced balance by or before the reduced payment due date and must remain current in paying in full any charges that accrue in each subsequent billing period.
- (4) Temporary deferral of payment. If the city elects to temporarily defer payment, such arrangement shall be subject to the following conditions:
- (A) Length of Temporary Deferral. The Finance Director shall determine the date by which payment shall be deferred (the "payment deferral date") in his or her reasonable discretion, provided that no deferral may exceed a period of twelve (12) months from the original due date as defined under Section 94-161(a)(1), above.
 - (B) Compliance with reduced payment date. The consumer must pay the deferred sums by the payment deferral date and must remain current in paying in full any charges that accrue in each subsequent billing period.
- (5) Discontinuation – Failure to Comply with Alternatives. Residential water service may be discontinued no sooner than five (5) business days after the city posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
- (A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) calendar days or more.

(B) *While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.*

(g) Appeals.

(1) Appeal to Contest Charges. *No later than thirty (30) calendar days from the due date of a water bill, a consumer may request a review and appeal to contest the accuracy of any charges stated in a consumer's water bill or any other alleged errors in calculation. Such request must be made in writing and be delivered to the office of the City Clerk to the attention of the Finance Director. For so long as the consumer's appeal and any resulting investigation is pending, the city may not discontinue water service to the consumer. A consumer who fails to timely submit a request for review and appeal under this Section 94-161(g)(1) shall be deemed to have accepted that charges stated in the water bill are accurate and free of error and waives any further right to contest the same. The preceding sentence notwithstanding, a consumer retains the right to seek alternative relief as provided under Section 94-161(f).*

(2) Appeal Hearing. *Following receipt of a request for review and appeal, a hearing date shall be promptly set before the Finance Director. After evaluation of the evidence provided by the consumer and the information on file with the city concerning the water charges in question, the Finance Director shall issue a written decision. The decision of the Finance Director shall be final and binding.*

(A) Water Charges Found to be Incorrect. *If water charges are found to be inaccurate or otherwise in error, any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Finance Director.*

(B) Water Charges Found to be Correct. *If the water charges in question are found to be accurate and free of error, such charges shall be considered immediately due and payable and shall be considered delinquent if unpaid by the original delinquency due day stated under Section 94-161(a)(1). If the Finance Director's decision is issued after the passing of the original delinquency due date, the charges will be considered immediately delinquent but the city may not discontinue service for a period of sixty (60) calendar days from the date of the Finance Director's decision. The consumer may also seek the alternative relief afforded under Section 94-161(f), above.*

(3) No Disconnection Pending Appeal. *Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.*

(h) Restoration of water services. To resume or continue water service that has been discontinued by the city due to nonpayment, the consumer must pay a security deposit and a reconnection fee established by the city council by resolution, subject to the limitations set forth in Section 94-161(e)(1), above. The city will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The city shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable reconnection fee.

(i) Publication of Annual Discontinuations of Residential Service. The city shall comply with the publication requirements of Health and Safety Code Section 116918 as the same may be amended from time to time.

(j) Termination due to unauthorized actions of customers. Nothing in this section shall apply to the termination of residential water service due to unauthorized action of a customer.

Sec. 94-162. Nonresidential Billing, Delinquencies and Discontinuation of Service.

(a) Nonresidential Billing.

- (1) Nonresidential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month succeeding the two-month period in which the charges were incurred, mail or deliver to each nonresidential water consumer a statement of water service charges for the preceding two-month period. All water services charges shall be due and payable upon presentation, and such charges shall become delinquent if not paid thirty (30) calendar days thereafter. The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be.
- (2) All water services charges shall be paid in person at Finance Department counter located at San Fernando City Hall during the City's regular business hours; at the City's designated night drop-box located at San Fernando City Hall; by mail at the mailing address indicated on the water service bill; or by such other means as prescribed by the City. Payment for nonresidential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked at any time prior to 12:00 midnight of the day on which such charges would otherwise become delinquent shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.

(b) Deposit Increase for Delinquent Nonresidential Accounts. *If a nonresidential water consumer who has made a deposit to guarantee the payment of water service charges fails to pay the consumer's delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.*

(c) Payment Extensions and Penalty and Fee Waivers. *If the Finance Director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 calendar days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Finance Director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.*

(d) Penalty for nonresidential water consumers. *When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty in an amount or percentage as may be established by City Council resolution shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.*

(e) Disconnection for delinquency. *If a bill for nonresidential water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately twenty (20) calendar days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts. A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.*

SECTION 3. CEQA. The City Council has determined that the proposed Ordinance is not a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 6. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

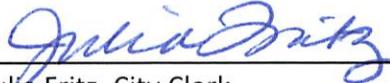
SECTION 7. Publication and Effective Date. This Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect as of July 1, 2024 by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 20th day of May, 2024.



Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:



Julia Fritz, City Clerk

APPROVED AS TO FORM:



Richard A. Padilla, Assistant City Attorney

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 Ordinance No. 1722 which was introduced on May 6, 2024, adopted at a regular meeting of the the City Council of the City of San Fernando, California, held on the May 20, 2024, by the following vote of the City Council:

AYES: Garcia, Solorio, Fajardo, Mendoza, Rodriguez - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 29th day of May, 2024.



Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julio C. Salcedo, Director of Recreation and Community Services

Date: July 15, 2024

Subject: Discussion and Consideration of the Fiscal Year 2023-2024 Mural Fund for Public Art Enhancement

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss and consider the Fiscal Year (FY) 2023-2024 Mural Fund for Public Art Budget Enhancement; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. On June 19, 2023, the City Council adopted the FY 2023-2024 Budget, which included a General Fund enhancement of \$25,000 to transfer funding to the Community Investment Fund to support Public Art/Murals.
2. On May 6, 2024, Mayor Rodriguez, with support from Councilmember Solorio, agendized an item to support the Cesar Chavez Learning Academies (CCLA) mural project by providing the \$25,000 in allocated FY 2023-2024 mural funds to CCLA. After discussion, the City Council directed staff to write a letter to the LAUSD School Board in support of additional LAUSD funding for the CCLA Mural Project and invite the CCLA Administrators back to a future City Council meeting to provide further information on City Council's questions.
3. On May 20, 2024, Mayor Rodriguez, with support from Councilmember Solorio, re-agendized the item to support the CCLA mural project with a presentation from CCLA Administrators and responses to the questions posed by Councilmembers. After discussion, a motion to provide the funding to support the CCLA Mural Project failed. The City Council provided direction to engage the Beautification Ad Hoc Committee to develop a process for any community group or school to request mural funding.

Discussion and Consideration of the Fiscal Year 2023-2024 Mural Fund for Public Art Enhancement

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4. On June 3, 2024, during discussion of Agenda Item 14: FY 2024-2025 Budget Study Session No. 4, Councilmember Fajardo requested to bring back the \$25,000 allocated for mural project as a line item.
5. At the July 1, 2024 City Council meeting during the FY 2024-2025 Budget adoption agenda item, discussions occurred regarding the potential reallocation of the mural fund. Staff stated that the discussion on mural fund reallocation would be brought back as a separate item at the next City Council meeting as the mural fund was a carry over from the FY 2023-2024 adopted Budget.

ANALYSIS:

The City's Annual Budget is a fiscal plan, setting out anticipated revenue and expenditures for accomplishing a variety of services, goals, and priorities during a given fiscal year. It is a policy document that reflects the City Council's priorities at the time of adoption, given available revenue. The Adopted Budget is a living document that can be adjusted by City Council at any time as goals and priorities shift.

The City Council adopted a \$25,000 allocation to establish funding for community murals in the Fiscal Year (FY) 2023-2024 Budget and to date, these funds have not been expended and, as such, have been carried over to FY 2024-2025. The mural fund allocation of \$25,000 dollars has been discussed in multiple City Council meetings. At the July 1, 2024 City Council meeting during the FY 2024-2025 Budget adoption agenda item, discussions occurred regarding the potential reallocation of the mural funds as part of budget adoption. Staff stated that the discussion on mural fund reallocation would be brought back at the next City Council meeting (i.e. July 15, 2024) to discuss as a standalone item.

BUDGET IMPACT:

The Fiscal Year 2023-2024 Adopted Budget included an allocation of \$25,000 for a Mural Fund for Public Arts, which was appropriated in the Community Investment Fund (053-150-0545-4270). No funds have been used to date and any use of the funds would not have an impact on the 2024-2025 Fiscal Year Budget, as the allocated funds have been carried over from the prior year.

CONCLUSION:

It is recommended that the City Council receive and file this report and provide direction as to the 2023-2024 Fiscal Year Mural Fund for Public Arts budget allocation.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: July 15, 2024

Subject: Discussion and Request for Direction Regarding Possible Amendments to the San Fernando Municipal Code Campaign Contribution Limits and Other Campaign-Related Regulations

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the City’s Campaign Contribution Limits, Ordinance No. 1560 (Attachment “A”); and other campaign-related regulations; and
- b. Provide direction to staff, as applicable.

BACKGROUND:

1. On January 3, 2005, the San Fernando City Council adopted Ordinance No. 1560 (Attachment “A”) regarding campaign reform (the “Campaign Reform Ordinance”) setting campaign contribution regulations and places limitations for candidate’s or candidate’s controlled committee to solicit or accept any campaign contribution by a contributor not to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.
2. On January 7, 2019, a discussion was agendized due to a request that was made by former Vice Mayor/Councilmember Sylvia Ballin regarding potential amendments to the Campaign Reform Ordinance; however, during approval of the agenda, the item was removed from consideration and was not discussed.
3. On July 1, 2024, Councilmember Joel Fajardo, with the concurrence of Vice Mayor Mary Mendoza, agendized an item to discuss campaign contribution limits. After discussion, the City Council directed staff to bring back information on the potential of amending the campaign contribution limits made by a contributor relating to the City’s Campaign Reform Ordinance No. 1560 (Attachment “A”) and related limits for self-funded campaign contributions to the July 15, 2024 meeting.

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ANALYSIS:

The Political Reform Act of 1974.

The Political Reform Act (PRA) regulates campaign finance and disclosure for state and local candidates and committees. The PRA was intended to ensure that disclosure of political payments is accurate, timely, and truthful, to keep voters informed, to make elections fairer by abolishing laws and practices which favor incumbents, and to provide adequate enforcement mechanisms (Gov. Code, § 81002). The California Fair Political Practices Commission (FPPC) has primary responsibility for the administration and implementation of the PRA (Gov. Code, § 83111).

Campaign Contribution Limits for local office.

The PRA specifically allows cities to adopt certain limitations on the amount of money that can be contributed to candidates for local office (Gov. Code, §§ 81013, 85703; Elec. Code, § 10202). Accordingly, a local jurisdiction's campaign ordinance may provide for additional or different campaign requirements for committees exclusively in its jurisdiction as long as the provisions are stricter than those in the PRA. FPPC's regulations states that current limits per contributor (individual, business entity, committee/PAC), per election (primary, general, special etc.), for city and county candidates in cities and counties that have not enacted campaign contribution limit regulations is \$5,500 (Attachment "B").

Contribution limits do not apply to a candidate's personal funds contributed to their own campaign pursuant to the FPPC's Local Candidates, Superior Court Judges, Their Controlled Committees, and Primarily Formed Committees for Local Candidates Campaign Disclosure Manual 2, Section 1. Local City and County Contribution Rules (AB 571), Candidates Personal Funds (Attachment "C") as follows:

"Contribution limits do not apply to a candidate's personal funds contributed to their own campaign. However, a city or county candidate in a city or county that has not already enacted a contribution limit, may not have loans to their campaign with an outstanding balance of more than \$100,000 at any time. A candidate may not charge interest on a loan they make to the campaign. The \$100,000 limit on personal loans applies to loans from the candidate's personal funds as well as loans from a commercial lending institution which the candidate lends to their campaign. "Campaign" includes both the primary and general, or special and special runoff, elections. However, a candidate may loan each committee for a different office or term of office up to \$100,000."

San Fernando's Campaign Reform Ordinance – Contribution Limits.

On January 3, 2005, the City Council adopted the City of San Fernando's Campaign Reform Ordinance No. 1560 that sets a contribution limit at \$500.00. This \$500.00 limit includes both cash and in-kind contributions. Additionally, a candidate or candidate's controlled committee is prohibited from soliciting or accepting any contribution that will cause the amount contributed to exceed \$500.00.

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A representative sample of the campaign contribution limits in twelve other Los Angeles County cities is set forth below:

City	Contribution Limit
Agoura Hills	\$250.00
Alhambra	\$250.00
Baldwin Park*	\$750.00
Burbank	\$500.00
Commerce	\$1,000.00
Culver City	\$500.00
East Palo Alto	\$500.00
El Segundo	\$500.00
South Pasadena	\$1,000.00
Torrance	\$1,000.00
West Covina	\$500.00
West Hollywood	\$1,000.00

*Only Baldwin Park includes a CPI adjustment factor in its ordinance.

Process for Adjusting the Campaign Contribution Limit.

The current Ordinance allows the City Council to adjust the Contribution Limit in November of each even number year to reflect increases or decreases in California’s consumer price index (CPI) since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest ten dollars. The City’s current contribution limit of \$500.00 was last set in 2005 and has not been adjusted since. The City Council may aggregate those CPI increases it did not avail itself of since 2005, which is currently up to 47.50%, or \$240 (rounded to the nearest ten dollars) by resolution in November 2024.

Alternately, the City Council may adjust the contribution limit earlier by amending the current ordinance to include a one-time adjustment to account for the missed adjustments over the last 19 years, thereby establishing a new baseline contribution limit of \$740.00.

See below chart for the proposed scenario reflecting CPI aggregate increase:

	2006	2008	2010	2012	2014	2016	2018	2020	2022	Aggregate
CA – CPI ¹ (Dec)	3.30%	4.20%	3.50%	4.50%	3.00%	5.00%	7.00%	4.50%	12.50%	47.50%

2005 Established Contribution Limit: \$500.00 x (1+47.50%) = \$737.50 (\$740.00 rounded to the nearest ten dollars)

¹ SOURCE: California Department of Industrial Relations
<https://www.dir.ca.gov/oprl/CPI/CPICalculator/CpiCalculator.aspx>

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Lastly, the City Council may amend the existing ordinance to set a new baseline at any amount less than the FPPC limit of \$5,500. The ordinance may also include that any increases above the baseline can be made thereafter by resolution at whatever time intervals the City Council may determine is acceptable.

Effective Date of Adjustments to the Ordinance.

If the City Council decides that changes should be made to the contribution limits under the Campaign Reform Ordinance that exceeds the amount authorized in the existing Ordinance, the changes would be included in an ordinance to amend the San Fernando Municipal Code for adoption at the next regular City Council meeting of August 5, 2024, and if approved for first reading, the second reading for adoption would be considered at the August 15, 2024 City Council meeting. The ordinance would be effective on September 16, 2024, 30 days after the date of adoption. The application of the new limit would have to be implemented prospectively, meaning the increased limit would only apply to contributions made on or after September 16, 2024, the effective date of the ordinance.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Changes to the City's Municipal Code pertaining to the Campaign Reform Ordinance is included in the City Clerk Department's regular work plan and, therefore, included in the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

Staff requests that the City Council provide direction related to possible amendments to the San Fernando Municipal Code Campaign Contribution Limits and Other Campaign-Related Regulations, as applicable.

ATTACHMENT:

- A. Ordinance No. 1560
- B. FPPC Regulations – Quick Facts
- C. FPPC Manual 2 – Local Candidates, Superior Court Judges, Their Controlled Committees, and Primarily Formed Committees for Local Candidates Campaign Disclosure, Section 1.

ORDINANCE NO. 1560

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADDING ARTICLE 7, RELATING TO CAMPAIGN REFORM, OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE

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

SECTION 1. Article 7 is added to Chapter 2 of the San Fernando City Code to read as follows:

“ARTICLE VII. CAMPAIGN REFORM

DIVISION 1. GENERALLY

Sec. 2-907. Purpose.

The purposes of this Article are:

(a) To eliminate the possibility of corruption or the appearance of corruption in local elections, arising as a result of disproportionately large political contributions, by adopting the least restrictive limits possible on the amounts of money any person may contribute or otherwise cause to be available to candidates for the city council and city treasurer and those who support or oppose such candidates;

(b) To eliminate the need for candidates and their supporters and opponents to seek large campaign contributions by establishing a realistic voluntary expenditure ceiling for campaigns;

(c) To promote informed actions by the electors of the city by requiring the full and truthful disclosure of contributions and expenditures in election campaigns;

(d) To inhibit improper or illegal campaign activity, and to ensure vigorous enforcement of this chapter; and

(e) Pursuant to California Government Code Section 81013 and Elections Code Section 10202, to impose contribution limitations and other regulations in addition to those imposed by state law, but that do not prevent any person from complying with state law.

Sec. 2-908. Definitions.

The following terms used in this Article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this Article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political

Reform Act of 1974, as amended (Government Code Section 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

(a) *Candidate* means any person who is a candidate for member of the City Council of the City of San Fernando, City Treasurer or any elective city officer whether or not such officer is a candidate for reelection.

(b) *Committee* means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for City Council or City Treasurer:

(i) Receive contributions totaling five hundred dollars (\$500.00) or more in a calendar year.

(ii) Make independent expenditures totaling five hundred dollars (\$500.00) or more in a calendar year.

(iii) Make contributions totaling five thousand dollars (\$5,000.00) or more in a calendar year.

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code Section 84214.

(c) *Election* means any general election, special election or recall election.

(d) *Elective City Officer* means any person who is a member of the City Council of the City of San Fernando or City Treasurer, whether appointed or elected.

(e) *Person* means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

Sec. 2-909. Contribution Limitations.

(a) No person or committee shall make to any candidate, including the controlled committee of such candidate, a contribution in excess of five hundred dollars (\$500.00) either cash or in-kind, for any single election at which the candidate is attempting to be, or is, on the ballot. Additionally, no candidate or candidate's controlled committee shall solicit or accept any contribution that will cause the amount contributed by the contributor to the candidate or the candidate's controlled committee to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.

(b) The City Council may, by resolution, adjust the contribution limit established in subsection (a) in November of every even numbered year, to reflect any increase or decrease in

the California consumer price index since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest ten dollar (\$10.00) amount.

(c) The limitations of this Section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

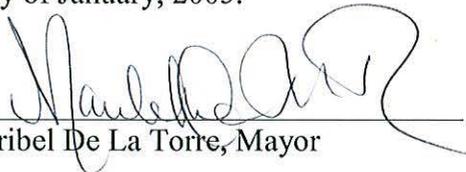
(d) Candidates with election accounts must open a new account for the next City election in which they are a candidate, and may contribute up to five hundred dollars (\$500.00) from the old account into the new account.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 3rd day of January, 2005.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3rd day of January, 2005.



Maribel De La Torre, Mayor

ATTEST:



Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

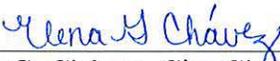


Michael Estrada, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the 3rd day of January, 2005 and was carried by the following roll call vote:

AYES: De La Torre, Ruelas, Veres, Martinez, Hernández - 5
NOES: None
ABSENT: None
ABSTAIN: None



Elena G. Chávez, City Clerk

Fair Political Practices Commission

Contribution Limits: City and County Candidates¹

Introduction

Pursuant to Assembly Bill 571 (Stats. 2019, Ch. 556, AB 571 Mullin), beginning January 1, 2021 a state campaign contribution limit will by default apply to city and county candidates when the city or county has not already enacted a contribution limit on such candidates. Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that will now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this fact sheet apply to candidates in cities or counties for which the city or county has enacted campaign contribution limits.

Current State Contribution Limit

The contribution limit that will now apply to city and county candidates pursuant to AB 571 is updated biennially for inflation. Contribution limits can be found in Regulation 18545(a)² and on the FPPC website's [FPPC Regulations page](#). The default limit for contributions to city and county candidates subject to AB 571 for 2023-2024 is set at \$5,500 per election.

Other Provisions Affecting City and County Candidates

Several other provisions will now apply to city and county candidates in jurisdictions that have not enacted campaign contribution limits, including the following:

- A candidate may not make a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571 limit with limited exceptions related to recall elections, legal defense funds and candidate-controlled ballot measure committees. (See Regulation 18535 for more information.)
- A candidate that has qualified as a committee must establish a separate controlled committee and campaign bank account for each specific office. Candidates may not redesignate a committee for one election for another election.
- Candidates may transfer non-surplus campaign funds from one candidate-controlled committee to another committee controlled by the same candidate for a **different** office if the committee receiving the transfer is for an elective state, county or city office. However, contributions transferred must be attributed and transferred using the "last in, first out" or "first in, first out" accounting method and

shall not exceed the applicable contribution limit per contributor. If a candidate is seeking to transfer campaign funds from one controlled committee to another for the **same** office a candidate may carry over non-surplus campaign funds raised in connection with one election to pay for campaign expenditures incurred in connection with a subsequent election for the **same** office without attributing or using the “last in, first out” or “first in, first out” accounting method. (See Regulation 18536 for more information on the transfer and attribution of contributions and See Regulation 18537.1 for more information on carryover of contributions.)¹

- Candidates may not personally loan to a candidate’s campaign an amount for which the outstanding balance exceeds \$100,000. “Campaign” includes both the primary and general, or special and special runoff, elections. However, a candidate may loan each committee for a different office or term of office up to \$100,000. A candidate may not charge interest on any such loan the candidate made to the candidate’s campaign. (See Regulation 18530.8 for more information.)
- Candidates may establish a committee to oppose the qualification of a recall measure and the recall election when the candidate receives a notice of intent to recall. Campaign funds raised to oppose the qualification of a recall measure and/or the recall election would not be subject to any campaign contribution limit under the Act. (See Regulation 18531.5 for more information.)
- A candidate for local office may open a candidate-controlled general purpose ballot measure committee to oppose or support a measure being voted on. The committee must identify on its campaign statements and reports each measure for which an expenditure of \$100 or more is made. (See Regulations 18421.8 and 18521.5 for more information.)
- Contributions after the date of the election may be accepted to the extent contributions do not exceed net debts outstanding from the election, and contributions do not otherwise exceed applicable contribution limits for that election. (See Regulation 18531.64 for more information.)

¹ This fact sheet is informational only and contains only highlights of selected provisions of the law. It does not carry the weight of the law. For further information, consult the Political Reform Act and its corresponding regulations, advice letters, and opinions.

² The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.¹

- Candidates are permitted to raise contributions for a general election before the primary election and may establish separate campaign contribution accounts for the primary and general so long as candidates set aside contributions and use them for the general or special general election as raised. If the candidate is defeated in the primary election or otherwise withdraws from the general election, the general election funds must be refunded to contributors on a pro rata basis less any expenses associated with the raising and administration of the general election contributions. (See Regulation 18531.2 for more information.)
- Candidates that are currently in office that are running for reelection to the same seat in an election after January 1, 2021 may carry over campaign funds without attribution as mentioned above. Candidates running for a different office also do not need to do LIFO FIFO or attribution for the election immediately subsequent to the election prior to 2021 for which the money was raised.
- Candidates must disclose cumulative totals of contributions received or made for each election on campaign statements. (See Regulation 18421.4 for more information.)

FAQs

A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit stated above would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

B. Is there a way for a city or county to adopt “no” contribution limits for city or county elective city and county offices?

Yes. A city or county may elect to have “no” contribution limits. To do so, it must explicitly state in the city or county ordinance that there are no limits on contributions. If it is explicit that the city or county has implemented “no” contribution limits, the state contribution limit will not apply as a default for that jurisdiction.

C. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

D. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations.

E. If a city or county has voluntary contribution limits, but no mandatory contribution limits will the state limit be applicable?

Yes. A city or county must enact mandatory contribution limits to avoid the state limit applying to elective city and county offices.

F. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

G. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state limit would apply to other positions for which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction. As noted above, a city or county may also adopt an ordinance that states the city or county is adopting no contribution limits for any offices to avoid the default state limit applying.

H. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

I. Does AB 571 apply to the office of County Superintendent of Schools or the office of County Board of Education?

AB 571 does apply to the office of County Superintendent of Schools because it is considered a “county” office. However, the office of County Board of Education is not subject to AB 571 because it’s not considered a “county” position.

J. Can candidates that are subject to the AB 571 contribution limit open an officeholder committee?

No. Officeholder committees are not permitted for candidates subject to the AB

571 contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

K. Does the AB 571 contribution limit apply to debt retirement for the 2020 election?

No. For purposes of retiring debt, the contribution limit is the one that was applicable to that election. The Act did not impose a contribution limit on city and county candidates in 2020.

L. If a contribution was received for an election occurring after January 1, 2021, PRIOR to January 1, 2021, does this contribution count towards the new AB 571 contribution limit after January 1, 2021?

No. The Commission adopted a formal opinion on April 15, 2021 that states contributions made prior to the effective date of AB 571 are not aggregated with contributions made on or after the effective date of AB 571 for purposes of the new contribution limit. Therefore, if someone contributed up to or above the current limit to an AB 571 committee prior to January 1, 2021 the same person can give additional contributions to the same committee up to the AB 571 contribution limit on or after January 1, 2021.

M. If a contributor gave \$10,000 in 2020 (prior to the AB 571 limit going into effect) to a committee for a 2022 primary election, what happens?

The AB 571 contribution limit does not apply to contributions made prior to January 1, 2021 so a contribution of this amount is permissible.

N. Does the AB 571 contribution limit apply to political party committees and small contributor committees making contributions to candidates subject to the AB 571 limit?

Yes. Political parties and small contributor committees are only permitted to give contributions to candidates subject to the AB 571 in amounts up to the applicable AB 571 contribution limit for that candidate.

O. Does the AB 571 limit apply to county central committee candidates?

No. AB 571 imposes a contribution limit on city and county elective offices when a local jurisdiction has not already done so. Local jurisdictions are prohibited from placing contribution limits on county central committee candidates; therefore, AB 571 is not applicable to those offices.

P. If an election was held in November 2023, but resulted in the need for a run-off election to be held in February 2024, how would the contributions be treated under AB 571?

The run-off election is considered a new election. If a contributor gave any amount to an AB 571 candidate for the November 2023 election, the same contributor would still be permitted to contribute up to \$5,500 (the AB 571 limit) to the same candidate for the February 2024 run-off election.

Q. An AB 571 candidate for city council would like to send out a request for contributions to their constituents. Do they need to include anything specific in the request?

Yes. A candidate that is subject to AB 571 must have the following information in the solicitation: the name of the controlled committee soliciting contributions, and the specific office for which those contributions will be used.

R. If an AB 571 candidate is the subject of a recall, is their committee to oppose the recall subject to contribution limits?

No. There are no contribution limits for a committee controlled by a candidate that is the subject of a recall that is formed to oppose the recall.

S. An AB 571 candidate has debts for an election held after January 1, 2021, may the candidate terminate their committee?

No. If a candidate-controlled committee has outstanding debts for an election held after January 1, 2021, they may not terminate without resolving or paying off the debt. When the committee has no net debts outstanding, the committee must be terminated within 24 months after the earliest of the date the candidate is defeated, leaves office, or the term of office for which the committee was formed ends, or, for withdrawn candidates no later than 24 months after the election from which the candidate withdrew. Please see Regulation 18404.1 for more on termination requirements for committees subject to AB 571.

T. If a local jurisdiction, which is subject to AB 571, passes a local campaign contribution ordinance, are the candidates still subject to AB 571?

No. They would no longer be subject to AB 571.

Index of Regulations and Government Codes:

FPPC Regulations:

[18404.1](#)

[18421.4](#)

[18421.8](#)

[18521](#)

[18521.5](#)

[18523.1](#)

[18530.2](#)

[18530.8](#)

[18531.2](#)

[18531.5](#)

[18531.61](#)

[18531.63](#)

[18531.64](#)

[18535](#)

[18536](#)

[18537.1](#)

[18545](#)

[18951](#)

[Government Code\(s\):](#)

85301

85303

85304.5

85305

85306

85307

85315

85316

85317

85318

85702.5

LOCAL CITY AND COUNTY CONTRIBUTION RULES (AB 571)

This chapter contains information on contribution rules for candidates and officeholders seeking a city or county elective office in a city or county that has not already enacted a contribution limit pursuant to AB 571. (Please see Stats. 2019, Ch. 556 AB 571 Mullin). Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this chapter apply to candidates in cities or counties for which the city or county has enacted contribution limits. You can search the FPPC's website to see if the city or county has enacted a contribution limit.

This chapter reviews:

- Contribution Limits
- Transfers
- Post-Election Fundraising
- Officeholder Committees
- Legal Defense Committees
- Recall Committees

For information about ballot measure committees controlled by a local candidate or officeholder, see FPPC Campaign Disclosure Manual 3.

A. City and County Candidate Contribution Limits (AB 571)

A candidate seeking election to a city or county office in a city or county that has not already enacted a contribution limit is subject to contribution limits from a single source per election. For purposes of contribution limits, the primary, general, special, and special runoff elections are separate elections. The chart below shows the limits per contributor for the type of office sought. Contribution limits may increase or decrease every two years based on changes in the Consumer Price Index. Regulations that set forth the amounts are adopted by the Commission.

Per Election Limits on Contributions to City and County Candidates

(For Elections Occurring from January 1, 2023 – December 31, 2024)

The chart below shows the campaign contribution limits per contributor, per election, for city and county candidates in cities and counties that have not enacted campaign contribution limits.

2023-2024 Contribution Limits for City and County Candidates in Cities and Counties That Have Not Enacted Limits		
Person (individual, business entity, committee/PAC)	Small Contributor Committee	Political Party
\$5,500	\$5,500	\$5,500

Timing

There are no restrictions on when a candidate may begin to fundraise for a city or county office, and contributions for a general or special election may be raised during or prior to a primary or special primary election for the same office. However, a candidate must file a Form 501 (Candidate Intention Statement) prior to soliciting or receiving contributions or making expenditures from personal funds. (Please see Chapter 2 for more information).

A city or county candidate in a city or county that has not enacted a campaign contribution limit who is defeated in the primary or special primary election, or who withdraws from the general or special general election, must return contributions received for the general or special general election to the contributors. The contributions are returned on a pro rata basis, less the cost of raising or administering the funds and expenses attributable to the general election paid prior to the primary election (e.g., media purchases).

Loans

For city and county candidates in a city or county that has not enacted a campaign contribution limit, loans from third parties are contributions subject to limits. However, if a loan has been repaid, the lender, guarantor, endorser, or cosigner may make additional contributions to the same committee up to the limit. Please see Candidate Personal Funds below for more information on candidate loans to their own committee.

Candidate's Personal Funds

Contribution limits do not apply to a candidate's personal funds contributed to their own campaign. However, a city or county candidate in a city or county that has not already enacted a contribution limit, may not have loans to their campaign with an outstanding balance of more than \$100,000 at any time. A candidate may not charge interest on a loan they make to the campaign. The \$100,000 limit on personal loans applies to loans from the candidate's personal funds as well as loans from a commercial lending institution which the candidate lends to their campaign. "Campaign" includes both the primary and general, or special and special runoff, elections. However, a candidate may loan each committee for a different office or term of office up to \$100,000.

Extensions of Credit

When there is an agreement with the provider of goods or services that a city or county candidate in a city or county that has not already enacted contribution limits or committee will pay for the goods or services at a later date, the value of the goods or services may become a contribution to the candidate and be subject to contribution limits if the payment is not made within 45 days. (See Regulation 18530.7.)

Contributions to Other City or County Candidate Committees

A candidate may not make a contribution over the default state contribution limit to another candidate in jurisdictions subject to the default state contribution limit with limited exceptions related to recall elections, legal defense funds, and candidate-controlled ballot measure committees. The limit is the same contribution limit imposed on legislative candidates. This contribution limit applies to the aggregate total of contributions made from the personal funds or assets of the candidate and contributions made by all committees controlled by that candidate.

Contributions Over the Limit

Committees are not in violation of the Act's contribution limit if an "over the limit" contribution is returned to the contributor or the contribution is attributed to another election either: (1) within 14 days of receipt before deposit so long as the committee did not make use of the contribution prior to returning it, or (2) within 14 days of receipt even after deposit, so long as there was **no actual knowledge** the contribution was over the limit when deposited and the committee did not make use of the contribution prior to returning it. If a contribution is returned after it has been deposited it must be reported. A contribution must be reported even if not deposited if it is not returned to the contributor by the close of the reporting period. An over the limit nonmonetary contribution must be returned to the contributor within 14 days of receiving the contribution either in its original form, or in a monetary equivalent greater than or equal to the amount by which its value exceeds an applicable contribution limit.

A committee that receives a monetary contribution with **actual knowledge** that the contribution is over the applicable contribution limit in the Act may accept the contribution and return or attribute the portion in excess within 72 hours of receipt or before the date of the election, whichever is sooner without being in violation of the contribution limit. However, a committee is prohibited from making use of the excessive contribution prior to returning or attributing it and the amount of a contribution that may be accepted is capped at twice the applicable contribution limit.

A committee may request that the contributor attribute in writing a contribution to a different election. A committee may automatically attribute a portion of a contribution that is in excess of the applicable limit between the primary and general elections. A committee attributes a contribution when the committee designates the portion of the contribution in excess of the applicable limit to another election.

A committee that receives an excessive contribution **with or without actual knowledge** that the contribution was over the limit must inform the contributor:

- that their contribution was in excess of the applicable limit, and
- if the contribution was automatically attributed to the connected primary or general election, that the contribution was attributed and the contributor may request a refund.

Recurring Contributions

A “recurring contribution” is a contribution from a person to a candidate or committee that is automatically charged to the person’s bank account, credit card, or other payment account on a repeated basis, such as weekly or monthly, without approval or any other affirmative consent by the person after their initial contribution to the candidate or committee.

A committee must obtain affirmative consent from a person making a recurring contribution at the time of the initial contribution. Any solicitation for a recurring contribution must be in a form that requires affirmative consent from the person making the contribution. Passive action by the contributor, such as failing to uncheck a pre-checked box authorizing a recurring contribution, does not meet the requirement of affirmative consent. A committee that accepts a recurring contribution is required to provide a receipt for each contribution, provide information necessary to cancel the recurring contribution, and immediately cancel a recurring contribution upon request.

A recurring contribution accepted in response to a solicitation that did not require affirmative consent must be returned to the contributor within 14 days of the earlier of the following:

- receipt of a request from the contributor to return the contribution, or
- the date on which the candidate or committee becomes aware that the solicitation of the recurring contribution was in violation of the Act.

A contribution accepted after a contributor requested to cancel a recurring contribution must be returned to the contributor within 14 days of the request to cancel the recurring contribution.

B. Transfers Between a Candidate's Controlled Committees (AB 571)

A city or county candidate in a jurisdiction that has not already enacted contribution limits that has a qualified committee must establish a separate controlled committee and campaign bank account for each specific office. Candidates may not redesignate a committee for one election for another election.

A city or county candidate in a city or county that has not already enacted a contribution limit may transfer funds from their controlled elections committee to another committee. Except as discussed below, funds transferred from one of a city or county candidate's controlled election committees to another are subject to contribution limits. The transferred funds must be attributed to specific contributors of the committee making the transfer and count toward the amount those contributors may give to the committee receiving the transfer.

The committee making the transfer must choose between two attribution methods. The first is "LIFO" (last in, first out). This means that the amount to be transferred will be attributed to the most recent contributors to the transferring committee. The other method is "FIFO" (first in, first out), which means transferred funds will be attributed to the earliest contributors. Once the transferring committee has chosen LIFO or FIFO, it may not change the method of attribution.

Example:

A city council member is running for county supervisor in 2024. The candidate uses the LIFO accounting method to transfer funds from the city council committee to their county supervisor committee as outlined in the table below. Because the 2022 contribution limit is \$4,900, only \$4,900 of Z Corporations original \$5,000 contribution to the city council committee may be transferred to the county supervisor committee. Riley Thomas has already contributed \$4,000 to the county supervisor committee, so only \$900 of their original \$1,000 contribution to the city council committee may be transferred to the county supervisor committee.

Donor	Date of Original Contribution	Amount of Original Contribution	Funds Attributed to Contributor
Taylor Smith	09/25/2020	\$1,000	\$1,000
Z Corp.	11/02/2020	\$5,000	\$4,900
Riley Thomas	12/10/2020	\$1,000	\$900

The committee making the transfer must report the transfer as an expenditure on Schedule E of the Recipient Committee Campaign Statement (Form 460). The committee receiving the transfer must report the transfer on Schedule A as follows:

- The date of the transfer and the name, address, and identification number of the committee making the transfer;
- The name, address and, if applicable, the occupation and employer or committee identification number of the contributor to whom the transferred funds are being attributed (as disclosed on the campaign statement filed when the contributions were originally received or as contained in the committee's records at the time of the transfer);
- The original date of the transferred contribution; and
- The amount of the transferred contribution, including the cumulative amount received from the contributor in the calendar year and the amount attributed to the contributor per election.

Some electronic filing formats may be different.



**Schedule A
Monetary Contributions Received**

Amounts may be rounded to whole dollars.

SCHEDULE A

Statement covers period from <u>x/x/20xx</u> through <u>x/x/20xx</u>	CALIFORNIA FORM 460
	Page <u>x</u> of <u>xx</u>

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER Committee to Elect Gerard for County Supervisor 2024	I.D. NUMBER
---	-------------

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
10/xx/20xx	Gerard for City Council 20xx (Transfer, see below) 49 J Street, Sacramento, CA 95814 (ID 1914287)	<input type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC				
09/25/20xx	Taylor Smith 7239 Hemingway Blvd. Rancho Palos Verdes CA 90274	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Orthodontist, Smith Smiles	\$1,000	\$1,000	P20xx: \$1,000
11/03/20xx	Z Corporation 2500 7th Avenue Los Angeles, CA 90013	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		\$4,900	\$4,900	P20xx: \$4,900
12/10/20xx	Riley Thomas 1095 Euclid Street La Habra Heights, CA 90631	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Dispatcher, La Habra Heights Police Department	\$900	\$4,900	P20xx: \$4,900

The committee making the transfer must maintain records that identify the specific contributors to whom any transferred contributions have been attributed. If the transferring committee is no longer required to maintain detailed records, the receiving committee shall maintain either:

- The full name of the contributor;
- The date and amount being transferred for each contributor, and if the contribution is a loan, the interest rate for the loan; and
- The cumulative amount of contributions transferred attributed to that contributor.

OR

- Copies of the transferring committee’s original verified and filed campaign reports that show the original contribution received from each contributor to whom a transferred contribution is attributed.

Exceptions:

- **Surplus Funds:** Campaign funds that are “surplus funds” may not be transferred to a future election committee. A defeated candidate’s campaign committee funds become surplus 90 days after the post-election reporting period (either June 30 or December 31) following the election. An officeholder’s campaign committee funds become surplus 90 days after leaving office for which the funds were raised. For specific guidance, refer to Regulation 18951.
- **Carryover:** A city or county candidate in a city or county that has not already enacted a contribution limit may carry over campaign funds from the primary election to the subsequent general election for the same elective office without attribution. Non-surplus campaign funds may be carried over from one city or county election to the next election for the same office without attribution.

To carry over funds from one city or county election to the next election for the same office (e.g., from a 2020 city council election to the 2024 city council election), the funds must be transferred to a new campaign bank account and committee established for the next election, and the transfer must occur after the date of the election for which the funds were raised.

The transferring committee reports the transfer as an expenditure on Schedule E and the committee receiving the funds reports the transfer as an increase to cash on Schedule I.

A candidate that formed a campaign committee for a specific election and chooses not to seek the office and is not listed on the ballot may not “carryover” the funds, but may transfer the funds with attribution to another future election committee.

QUICK TIP: City and county candidates in a city or county that has not already enacted a contribution limit may raise funds after an election only to pay net debts outstanding. Campaign funds may not be carried over to a future election committee if the existing committee has net debt from the prior election.

- **Transferring Assets:** It is not necessary to value and attribute a committee's usual assets (such as supplies, furnishings, and office equipment) that are being transferred from one controlled committee to another of the candidate's controlled committees. A committee must report the purchase or sale of these assets, but need not report the transfer.

Detailed reports must be maintained on transfers.

C. Post-Election Fundraising: Net Debts Outstanding (AB 571)

City and county candidates in cities and counties that have not already enacted a contribution limit may receive contributions after an election only to pay net debts outstanding from the election. The primary and general elections are separate elections for the purposes of calculating net debt. In addition, the contribution limits applicable to the election apply to any new contributions received to pay net debt.

To calculate net debts outstanding, the following are added together:

- The total amount of unpaid debts, loans, and accrued expenditures incurred with respect to the election;
- An amount necessary to cover the cost of raising funds to pay outstanding debts;
- Costs related to complying with post-election requirements, such as filing campaign statements, and other necessary administrative costs associated with winding down the campaign, including office space rental, staff salaries, and office supplies; and
- Legal fees and expenses incurred in connection with monitoring a ballot recount or the counting of absentee or provisional ballots.

That amount is reduced by:

- The total cash on hand available to pay those debts and obligations, including: currency; balances on deposit in banks, savings and loan institutions, and other depository institutions; traveler's checks; certificates of deposit; treasurer bills; and any other committee investments valued at fair market value; and
- The total amounts owed to the candidate controlled committee in the form of credits, refunds of deposits, returns, or receivables, or a commercially reasonable amount based on the collectability of those credits, refunds, returns, or receivables.

As new funds are received, the amount of the net debts outstanding is reduced. The amount of new contributions may not exceed the amount of net debts outstanding on the date the contribution is received. Any contribution that exceeds the amount of net debts outstanding must be returned to the contributor within 14 days.

Ex 1.1 - Tom ran for district attorney in 2022. After the general election, Tom had \$45,000 in cash left and owed only \$20,000 in accrued expenses from the primary election and none from the general election. Tom may not raise additional funds into the 2022 committee.

Ex 1.2 - Jane ran for county supervisor in 2022. After the primary election, Jane had \$30,000 in cash left and owed \$50,000 in unpaid loans and accrued expenses. Jane may raise \$20,000 to pay this debt, plus an amount needed to cover the fundraising expenses and other administrative costs. All contributions received are subject to the contribution limits that were in effect for the 2020 election.

D. Officeholder Committees (AB 571)

Officeholder committees are not permitted for city and county candidates subject to the default state contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

E. Other Committees (AB 571)

Legal Defense Committees

City and county candidates and officeholders may establish a legal defense fund to defray attorney's fees and other related legal costs incurred for the candidate's or officeholder's legal defense if the candidate or officeholder is subject to a civil or criminal proceeding, or an administrative proceeding arising directly out of the conduct of an election campaign, the electoral process, or the performance of the officeholder's governmental activities and duties.

A separate bank account and committee must be established. The legal defense committee will file campaign statements at the same times and in the same place as the candidate's election committee.

Contributions raised for a legal defense fund are not subject to contribution limits.

QUICK TIP: The Form 410 must specify the legal dispute or disputes for which the legal defense fund was established.

Legal defense funds may only be raised in an amount reasonably calculated to pay attorney's fees and other legal costs related to the defense of the candidate or officeholder, as well as administrative costs directly related to compliance with recordkeeping and reporting requirements. Legal defense funds may not be used for fundraising, media or political consulting fees, mass mailings or other advertising, or for paying fines, penalties, judgements or settlements, or to return contributions. (Please refer to Regulation 18530.45.)

Recall Election Committees

All candidates and committees that raise and spend funds in connection with a recall election have full reporting and disclosure obligations. The FPPC publishes filing schedules for these elections.

Target Officeholder: A city or county officeholder who is the target of a recall may form a separate committee to oppose the qualification of the recall measure and, if the recall petition qualifies, the recall election. The officeholder has the option of using their existing committee or committee formed for a future election instead.

If a separate committee is formed, the following rules apply:

- The committee may be established only after the officeholder receives a notice of intent to recall under Elections Code Section 11021.
- A Statement of Organization (Form 410) must be filed and a separate bank account must be established.
- The committee name must include the word “recall” and the target officer’s name.
- Contributions to the committee are not subject to limits.
- After the recall election, or if the recall petition fails, funds left over become restricted “surplus funds” and must be spent within 30 days (See Chapter 6.)

Replacement Candidate: A candidate running to replace an officeholder who is the target of a recall is subject to the contribution limits. A replacement candidate must file campaign forms (e.g., Form 501, Form 410, Form 497, Form 460) in the same manner as a candidate seeking a regular election.

Committee Primarily Formed to Support or Oppose a Recall: A committee formed to support or oppose a recall is considered to be a ballot measure committee. Refer to FPPC Campaign Disclosure Manual 3 for guidance.

Answering Your Questions

A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

B. If a city or county has voluntary contribution limits, but no mandatory contribution limits will the state limit be applicable?

Yes. A city or county must enact mandatory contribution limits to avoid the state limit applying to elective city and county offices.

C. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

D. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

E. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations.

F. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state contribution limit would apply to other positions which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction.

G. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

H. Does AB 571 apply to County Superintendent of Schools or the office of County Board of Education?

AB 571 does apply to the office of County Superintendent of Schools because it is considered a “county” office. However, the office of County Board of Education is not subject to AB 571 because it is not considered a “county” position.

I. Can candidates that are subject to the AB 571 contribution limit open an officeholder committee?

No. Officeholder committees are not permitted for candidates subject to the AB 571 contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

J. If a contribution was received for an election occurring after January 1, 2021, prior to the January 1, 2021, does this contribution count towards the AB 571 contribution limit after January 1, 2021?

No. The Commission adopted a formal opinion on April 15, 2021 that states contributions made prior to the effective date of AB 571 are not aggregated with contributions made on or after the effective date of AB 571 for purposes of the new contribution limit. Therefore, if someone contributed up to or above the current limit to an AB 571 committee prior to January 1, 2021 the same person can give additional contributions to the same committee up to the AB 571 contribution limit on or after January 1, 2021.

K. If a contributor gave \$10,000 in 2020 (prior to the AB 571 limit going into effect) to a committee for a 2022 primary election, what happens?

The AB 571 contribution limit does not apply to contributions made prior to January 1, 2021 so a contribution of this amount is permissible.

L. Does the AB 571 contribution limit apply to county central committee candidates?

No. AB 571 imposes a contribution limit on city and county elective offices when a local jurisdiction has not already done so. Local jurisdictions are prohibited from placing contribution limits on county central committee candidates; therefore AB 571 is not applicable to these offices.

M. An AB 571 candidate for city council would like to send out a request for contributions to their constituents. Do they need to include anything specific in the request?

Yes. A candidate that is subject to AB 571 must have the following information in the solicitation: the name of the controlled committee soliciting contributions, and the specific office for which those contributions will be used.

N. If an AB 571 candidate is the subject of a recall, is their committee to oppose the recall subject to contribution limits?

No. There are no contribution limits for a committee controlled by a candidate that is the subject of a recall that is formed to oppose the recall.

O. An AB 571 candidate has debts for an election held after January 1, 2021, may the candidate terminate their committee?

No. If a candidate-controlled committee has outstanding debts for an election held after January 1, 2021, they may not terminate without resolving or paying off the debt. When the committee has no net debts outstanding, the committee must be terminated within 24 months after the earliest of the date the candidate is defeated, leaves office, or the term of office for which the committee was formed ends, or, for withdrawn candidates no later than 24 months after the election from which the candidate withdrew. Please see Regulation 18404.1 for more on termination requirements.

P. If a local jurisdiction, which is subject to AB 571 passes a local campaign contribution ordinance, are the candidates still subject to AB 571?

No. They would no longer be subject to AB 571.

Authority

The following Government Code sections and Title 2 regulations provide authority for the information in this chapter:

Government Code Sections

82015	Contribution.
82015.5	Contribution; Aggregation.
82022.5	Election-Related Activities.
82025	Expenditure.
82047	Person.
85204.5	Special Election Cycle and Special Runoff Election Cycle.
85301	Limits on Contributions from Persons.
85303	Limits on Contributions to Committees and Political Parties.
85304.5	Legal Defense Fund; Local Candidates and Elected Officeholders.
85305	Restrictions on Contributions by Candidates.
85306	Transfers Between a Candidate's Own Committees; Use of Funds Raised Prior to Effective Date.
85307	Loans.
85314	Special Elections and Special Runoff Elections as Separate Elections.
85315	Elected City and County Officer Recall Committees.
85316	Post-Election Fundraising Restrictions; City and County Officeholder Accounts.
85317	Carry Over of Contributions.
85318	Contributions Received for Primary and General Elections.
85319.5	Attribution of Contributions.
85701.5	Recurring Contributions.
85702.5	Default Contribution Limits for City and County Jurisdictions.
89519	Use of Surplus Campaign Funds.

Title 2 Regulations

- 18215 Contribution.
- 18404.1 Termination and Reopening of Committees.
- 18421.1 Disclosure of the Making and Receipt of Contributions.
- 18421.4 Reporting Cumulative Amounts for Elections and Recipient Committees.
- 18421.8 Reporting an Expenditure by a Candidate
- 18521 Establishment of Separate Controlled Committee for Each Campaign Account.
- 18521.5 Ballot Measure Committees Controlled by Candidates for Elective State, City, or County Office
- 18523.1 Written Solicitation for Contributions.
- 18530.2 Transfer of Funds Raised Prior to Proposition 34 Limits.
- 18530.7 Extensions of Credit.
- 18530.8 Personal Loans.
- 18531 Return of Excessive Contributions.
- 18531.2 Refunding General Election Contributions.
- 18531.5 Recall Elections.
- 18531.61 Treatment of Debts Outstanding After an Election
- 18531.63 Treatment of Debts Outstanding After a City or County Election for Offices Subject to AB 571.
- 18531.64 Treatments of Debts Outstanding After a City or County Election.
- 18535 Restrictions on Contributions Between State, City and County Candidates.
- 18536 Transfer and Attribution of Contributions.
- 18537 Contribution Limits and Application to Repaid Loans.
- 18537.1 Carry Over of Contributions.
- 18545 Contribution Limit and Voluntary Expenditure COLA Formula.
- 18951 Surplus Funds.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
 By: Erika Ramirez, Director of Community Development
 Kenya Marquez, Housing Coordinator

Date: July 15, 2024

Subject: Discussion and Update Regarding the Home Rehabilitation Loan Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update from staff related to the establishment of a Home Rehabilitation Loan Program; and
- b. Provide direction to staff, as applicable.

BACKGROUND:

1. On November 15, 2021, an item was placed on the agenda by then Councilmember Rodriguez asking City Council to consider using the City's low and moderate income housing funds from the former Redevelopment Agency to re-establish programs for low income housing loans and grant assistance (see February 20, 2024 Agenda Report for additional Background on the City's housing loans through the former Redevelopment Agency). The City Council directed staff to bring the item back for further discussion.
2. On February 7, 2022, the City Council directed staff to move forward with the establishment of a new Housing Division and a Housing Coordinator position to administer loan and grant programs, homeless coordination services, and other housing related services.
3. On August 31, 2022, the new Housing Coordinator position was filled.
4. Beginning in 2022, the City solicited proposals from four (4) organizations to develop and administer a Home Rehabilitation Loan program. These organizations are (Neighborhood Housing Services of Los Angeles, New Economics for Women, private consultant administering a home loan program for the City of Monterey Park, and Gain Federal Credit Union (Gain FCU). Gain FCU was the only organization that provided a low cost solution in administering the loan program for the City.

Discussion and Update Regarding the Home Rehabilitation Loan Program

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5. On December 19, 2023, the COVID-19 Relief Programs Ad Hoc Committee convened to discuss and give direction to further develop the Home Rehabilitation Loan Program and present it to City Council for consideration of implementation.
6. On February 20, 2024, the City Council received a presentation from staff regarding the establishments of the Home Rehabilitation Loan Program. City Council directed staff to provide additional information related to the funding source of the program and interest rates.
7. On April 2, 2024, the City Council received a presentation from staff regarding the establishments of the Home Rehabilitation Loan Program. City Council directed staff to table the discussion of the program to be part of the American Rescue Plan Act (ARPA) funding update.
8. On June 3, 2024, the City Council received an update on ARPA funding and provided direction to decrease the allocation for the Home Rehabilitation Loan Program from \$500,000 to \$100,000 and to return to Council with refined program guidelines.

ANALYSIS:

A Home Rehabilitation Loan Program (HRLP) is intended to assist eligible homeowners in need of critical home repairs. HRLPs aim to facilitate the revitalization of neighborhoods by empowering homeowners to invest in the improvement and upkeep of their residences. By offering accessible loans with favorable terms, such as low interest rates or flexible repayment options, HRLPs are intended to foster community development, promote housing stability, and contribute to the revitalization of urban and suburban areas.

In June 2024, City Council reduced the ARPA allocation for the HRLP from \$500,000 to \$100,000 and directed staff to refine the qualifications and lending guidelines. Accordingly, staff met with the selected loan administrator, Gain Credit Union (Gain FCU), on July 2, 2024, to discuss revising the program qualifications and guidelines to more closely mirror the City of Los Angeles' Low Income Purchase Assistance (LIPA) and Moderate Income Purchase Assistance (MIPA) program requirements.

Gain FCU indicated that the proposed program's reduced budget, uncertainty about future funding, and the compressed timeline for development, financial documentation, and loan processing made the implementation infeasible. The primary concern was the ongoing administrative costs associated with the program. Gain FCU would be responsible not just for underwriting and one-time loan processing, but also for the ongoing administration, which includes managing payments, maintaining records, and handling any issues that arise over the 15-year loan period. The one-time setup costs included legal fees estimated at a minimum of

Discussion and Update Regarding the Home Rehabilitation Loan Program

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\$3,000 -\$4,000 and document related fees estimated to be between \$1,000 -\$2,000. The \$650 fee per loan to the City would cover third-party costs such as appraisal, credit, title insurance, and LA County recording fees. The 0.25% servicing fee intended to offset these setup fees would be insufficient, making it challenging to recoup costs with the reduced \$100,000 loan program. Consequently, justifying administration of the program to their Board and Membership would be difficult. Given these constraints, the development of the program with Gain FCU was deemed infeasible for loan amounts.

Alternatives to the Home Rehabilitation Loan Program.

Given the current time constraints on developing and implementing the new Home Rehabilitation Loan program using ARPA funding, staff is proposing alternatives to continue to use the funds to promote housing stability and contribute to the revitalization of San Fernando that can be implemented prior to December 31, 2024:

1. *Partner with Habitat for Humanity of Greater Los Angeles to Establish an Accessibility and Small Home Grants Program:* Partnering with Habitat for Humanity (Habitat LA) could achieve the goals of the Home Rehabilitation Loan program by allocating funds to support home rehabilitation efforts targeted to help residents age in place. This collaboration would utilize Habitat LA's established infrastructure and expertise in managing home improvement projects for those in need. This option would be the quickest to implement as Habitat LA already has an established program and guidelines.

If directed to move forward, staff recommends adopting program criteria similar to the one Habitat LA currently operates for the City of Inglewood. Inglewood provides up to \$15,000 in free home repairs to address health, safety, accessibility, and code issues. The City of Inglewood application is attached for review (Attachment "A").

Proposed eligible repairs for a San Fernando program include but are not limited to:

- Install double handrails on stairways
- Install handheld shower head
- Install wet chair for shower
- Install toilet seat riser with handles
- Install a walk in shower/bath tub (bathroom remodel for aging in place)
- Heighten electrical outlets to 18"-24"
- Install rocker-style light switches
- Install lever style door handles
- Install faucet with lever style handles
- Add traction tape to stairs and walking surfaces
- Add safety bars to bathroom toilet and bath
- Install wheelchair ramp

Discussion and Update Regarding the Home Rehabilitation Loan Program

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2. *Establish and Administer a Local Home Rehabilitation Grant Program:* A second option is to allocate the funds directly to eligible homeowners through a grant program. These grants would focus on minor home repairs and safety upgrades, providing the funds directly to homeowners instead of having Habitat LA complete the work. This approach would take the most time to implement as it will require staff to develop guidelines, qualify homeowners, determine the scope of work, and issue the funds, similar to the Community Development Block Grant (CDBG) Small Business Assistance Program.
3. *Reallocate the Funds to Focus on Housing:* A third option for consideration is to redirect the funds to support the Request for Proposals for Comprehensive Homeless Services, specifically focusing on a Rental Assistance Program. The need for such support was demonstrated earlier this year when Home Again LA earmarked \$40,000 of their Rental Assistance Program to assist San Fernando residents with rental arrears. This allocation was quickly utilized within just two (2) months. During that time, they supported 17 households, providing an average of \$3,250 in financial aid per household. To qualify for assistance, households had to provide proof of rental arrears, such as a general ledger from the landlord, a copy of the lease, a W-9 completed by the landlord, proof of current assets to demonstrate financial hardship, and meet specific income levels. Additionally, households were required to meet with a case manager to ensure they could sustain their rent moving forward. Redirecting the funds to support rental assistance would help stabilize housing situations, prevent evictions, and reduce the number of individuals and families entering homelessness.

Similar to the Habitat LA option, this would be relatively quick to implement as the City could participate in an existing program already administered by the Homeless Services provider. This option focuses more on keeping families housed rather than improving existing housing stock.

These proposed alternatives aim to maximize the impact of the allocated funds to address the most pressing unfunded housing needs within the community. Whether through partnerships, direct grants, or rental assistance, the goal is to provide effective and timely support to improve housing stability and quality of life for the residents.

Future Funding.

The CalHome Program, administered by the California Department of Housing and Community Development, is currently on hold due to the state budget situation. Once funding becomes available, the City may consider applying in partnership with Habitat LA to fund and implement a Home Rehabilitation Program as Habitat LA has a successful track record in securing and administering these funds. Habitat LA's experience in administering CalHome Programs meets the eligibility requirements necessary to support a joint application.

Discussion and Update Regarding the Home Rehabilitation Loan Program

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BUDGET IMPACT:

The Home Rehabilitation Loan Program has been allocated a budget of \$100,000 through the American Rescue Plan Act (ARPA). Per ARPA guidelines, all funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

CONCLUSION:

It is recommended that the City Council discuss and provide direction regarding the Home Rehabilitation Loan Program.

ATTACHMENT:

- A. City of Inglewood Minor Home Rehabilitation Grant Application



Inglewood Minor Home Rehabilitation Grant

In partnership with the City of Inglewood, Habitat for Humanity of Greater Los Angeles (Habitat LA) can assist City of Inglewood homeowners with up to \$15,000 in **FREE** home repairs to address health, safety, accessibility and code issues in and around the home.

Eligibility Criteria

- Applicant(s) must own a property within the City of Inglewood
- The property must be owner-occupied and the primary residence of all owners on title.
- Homeowner(s) must either be a U.S. Citizen or a Permanent Legal Resident.
- The property must be an eligible property. Eligible properties are owner-occupied Single-Family Residences (SFR), manufactured homes, condominiums, townhomes and duplexes.
 - Multi-family dwellings larger than two units (apartment buildings, tri-plex, etc.), homes used as rental units, boats and recreational vehicles (RV's) are not eligible.
- The property must be inhabitable and without any unpermitted or illegal additions.
- Homeowner(s) must be current with the following:
 - Mortgage loan payment (if homeowner is still making payments)
 - Homeowner's insurance policy
 - Property taxes
- Properties with a reverse mortgage are **not eligible**.
- Applicants who own multiple real estate properties are not eligible.
- The property must demonstrate a need for repair.
- Household income must be below 80% of the area median income (AMI) for Los Angeles County as indicated by the Department of Housing and Urban Development (HUD) within the given year applied. See table below.
- Homeowners are eligible to receive assistance from the Home Preservation Program once every five years.
- Habitat Homeowners (individuals who have purchased their home from Habitat LA) are eligible if they have owned their Habitat home for at least ten years, in good standing and meet general criteria listed above.

Household Members	1	2	3	4	5	6
2024 Gross Annual Income Limit	\$77,700	\$88,800	\$99,900	\$110,950	\$119,850	\$128,750

**For questions or additional information, please contact us at:
8739 Artesia Boulevard, Bellflower, CA 90706 | (310) 323-HOME (4663) | habitatla.org**



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Application Checklist

Please complete all sections of this application. Upon review and confirmation of the information provided, you will receive a status notification on your application. Assistance will be provided on a first-come, first-serve basis, dependent on the availability of funding. Therefore, not all eligible applicants will be selected. If you have any questions, please call the Programs Department (424) 246-3656.

- Did you complete all applicable sections?
- Did all applicant(s) sign the application? Refer to Section 9.

To complete this application, please include copies of all required documents listed below. All documents submitted must show the name and address of the homeowner(s):

- A copy of your most recent mortgage statement (If you are currently making mortgage loan payments).
- Proof of current homeowner's insurance (Including flood/hazard insurance when applicable)
- A copy of ONE recent utility bill (gas, power, water, phone, etc.)
- A copy of a valid photo I.D. for all property owners on title
- A copy of a Social Security Card for all property owners on title
- Documentation to verify household income:
 - Federal Income tax returns and W-2 and/or 1099 Forms for the previous two years for all employed household members
 - Form 1040 with schedule C, E or F and a year-to-date profit and loss statement for self-employed individuals or business owners
 - Pay stubs for the previous **three consecutive months** for each employed household member
 - Child support, alimony, and monthly benefit statements for all household members receiving any form of benefit (e.g. Retirement/Pension, Unemployment, SSI, TANF, SSDI, etc.)
- Current checking and/or savings account statements for **six consecutive months** (including but not limited to stocks, IRA's, pension accounts, mutual funds etc.)
- For veterans, please provide a copy of your DD-214 discharge form to indicate honorable discharge status.

Application Process

- Homeowner submits an application and copies of all supporting documents.
- Habitat LA reviews applications for completeness and eligibility.
- If household is eligible, Habitat LA will hold application until funding becomes available.
- Once funding is available, eligible households will receive a property assessment.
- A property assessment allows Habitat LA to determine if it can or cannot perform repairs. A property assessment does not guarantee approval.
- Based on program funding and property assessment results, applications are reviewed for program approval.
- Approved homeowners review scope of work and sign program agreements with Habitat LA staff.
- Home repair projects are scheduled based on funding and program calendar availability.



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SUBMIT COMPLETE APPLICATIONS TO:

HABITAT LA HOME PRESERVATION PROGRAM 8739 ARTESIA BOULEVARD, BELLFLOWER, CA 90706

SECTION 1 – HOUSEHOLD INFORMATION

Full Name of Homeowner:		Full Name of Co-Homeowner:	
Property Address:		City:	Zip Code:
Home Phone #:	Cell Phone #:	Email Address:	

List the names, ages and relationships of all people living in the home. Please attach a separate page if more space is needed. Please indicate Veteran Status, if applicable.

Full Name	Relationship	Age	Military Status
			<input type="checkbox"/> Veteran

SECTION 2 – SPECIAL NEEDS

Is anyone in the home disabled? Yes No If YES, please describe below:

Do you or any of the applicants require translation? Yes No If YES, in what language:

SECTION 3 – HOUSEHOLD INCOME

Please indicate the gross monthly income figure	Homeowner	Co-Owner	Household Member	Household Member	Household Member
Wages/Salary:	\$	\$	\$	\$	\$
Net Business Income	\$	\$	\$	\$	\$
Unemployment/Disability/Worker's Compensation	\$	\$	\$	\$	\$
Social Security Benefit	\$	\$	\$	\$	\$
Disability/SSI	\$	\$	\$	\$	\$
Retirement/Pension	\$	\$	\$	\$	\$
Alimony/Child Support	\$	\$	\$	\$	\$
Military Pay	\$	\$	\$	\$	\$
Veteran Benefits	\$	\$	\$	\$	\$
Rental Income	\$	\$	\$	\$	\$
Other:	\$	\$	\$	\$	\$



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SECTION 4 – MORTGAGE AND PROPERTY INFORMATION

Are you making mortgage loan payments on your home? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES , How much is your payment:	Do you own any other real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES , please list here:	
Are you current on your mortgage? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO , please explain:	Do you have Homeowner’s insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO , please explain:	
Do you have any illegal and/or unpermitted additions / building activity on your home? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure If YES OR NOT SURE , please explain:	Have you applied for the Habitat LA Home Preservation Program in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES , please indicate the year you applied:	
Has Habitat LA performed repairs on your home in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES , please indicate the year you received repairs:		
Please indicate your utility service providers for each of the following services (e.g. LA DWP, SoCal Gas, SCE, etc.):		
Electricity:	Water:	Gas:
Please indicate your average monthly expense for each of the following utility services:		
Electricity: \$	Water: \$	Gas: \$

SECTION 5 – REQUESTED REPAIRS

BRIEFLY DESCRIBE THE TYPE OF REPAIRS NEEDED ON YOUR HOME. ATTACH A SEPARATE SHEET OF PAPER IF YOU NEED ADDITIONAL SPACE. PLEASE UNDERSTAND THAT ITEMS LISTED BELOW WILL BE CONSIDERED BUT THE FINAL DECISION REGARDING REPAIRS PROVIDED IS AT THE SOLE DISCRETION OF HABITAT FOR HUMANITY OF GREATER LOS ANGELES.

AREA OF NEED	DESCRIPTION OF REPAIR NEED
Accessibility Modifications: Example: Wheelchair ramp, bathroom grab bars, accessible shower stall, etc.	
Carpentry repairs: Describe problems with doors, floors, porches, steps, walls, ceilings, etc. Indicate places where repairs are needed.	
Electrical repairs: List rooms where wall outlets, switches and light fixtures do not work.	
Plumbing repairs: Describe sink, tub or toilet leaks, etc.	
Roofing Repairs: Identify where roof leaks.	
Painting: List all exterior painting requirements.	
Doors and Windows: Describe repairs required, including locks, glass, and frames and weather-stripping.	
General Cleaning: Indicate if there is cleaning and/or trash removal required or if yard work is necessary.	
Other: Identify other repairs requested but not listed above.	



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If Habitat LA has partnerships with other non-profit, civic and utility organizations that can provide free or low cost services to low income households, may we share your contact information and/or any application details with them? *If you do not give us permission to share your information with other organizations, your application will remain confidential and for sole use by Habitat LA.* **Yes, I consent** **No, I do not consent**

Please indicate if you are interested in the following services;

<input type="checkbox"/> City/County Loan or Grant Programs	<input type="checkbox"/> Solar Panels
<input type="checkbox"/> Energy Efficient Products	<input type="checkbox"/> Utility Assistance Programs

SECTION 6 – STATEMENT OF NEED

WHAT FACTORS ARE LIMITING YOUR HOUSEHOLD’S ABILITY TO MAKE THE NEEDED REPAIRS (CHECK ALL THAT APPLY):

<input type="checkbox"/> Income (low, limited or no income in home)	<input type="checkbox"/> Lack of savings/assets to finance home repairs
<input type="checkbox"/> Ineligible for a loan/consumer credit due to poor credit, lack of home equity or personal property.	<input type="checkbox"/> Unwillingness to take a loan or consumer debt
<input type="checkbox"/> Physical Limitation	<input type="checkbox"/> Lack of building/repair/home maintenance knowledge
<input type="checkbox"/> Unfamiliar with contractors and repair process	<input type="checkbox"/> Other (please explain):

PLEASE TELL US WHY YOU THINK YOU SHOULD BE SELECTED FOR THE HOME PRESERVATION PROGRAM AND HOW IT WILL HELP YOUR HOUSEHOLD. PLEASE FEEL FREE TO ATTACH AN ADDITIONAL SHEET IF NECESSARY.

SECTION 7 – PROGRAM REFERRAL

WHERE DID YOU HEAR ABOUT HABITAT LA’S HOME PRESERVATION PROGRAM (CHECK ALL THAT APPLY)?

<input type="checkbox"/> Television	<input type="checkbox"/> Habitat Homeowner	<input type="checkbox"/> Community/Civic Group:	<input type="checkbox"/> Neighbor
<input type="checkbox"/> Newspaper	<input type="checkbox"/> Habitat ReStore	<input type="checkbox"/> Church	<input type="checkbox"/> Other Non-Profit
<input type="checkbox"/> Radio	<input type="checkbox"/> Internet Search	<input type="checkbox"/> Work/Job Fair	<input type="checkbox"/> Friend/Family Member
<input type="checkbox"/> Habitat Website	<input type="checkbox"/> Habitat Staff Member	<input type="checkbox"/> School	<input type="checkbox"/> Other

DO YOU KNOW A HOMEOWNER IN NEED OF HOME REPAIR ASSISTANCE?

MAY WE SEND THEM HABITAT LA HOME PRESERVATION PROGRAM INFORMATION ON YOUR BEHALF?

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please indicate their name and contact information below:



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SECTION 8 – DEMOGRAPHIC INFORMATION (OPTIONAL) This data will be used for statistical reporting only and will be kept strictly confidential.

Ethnicity	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Non-Hispanic
Racial Background	<input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Black/African American
	<input type="checkbox"/> Asian & White <input type="checkbox"/> American Indian/Alaskan Native & White	<input type="checkbox"/> American Indian/Alaskan native
	<input type="checkbox"/> American Indian/Alaskan native & African American	<input type="checkbox"/> Black/African American & White

SECTION 9 – APPLICANT AGREEMENT

- I/We certify that the information provided on this application is true and accurate and that I /we own the property at the address given.
- I/We grant permission to Habitat LA to check any and all references and to take any and all actions reasonably necessary to substantiate the information contained in this application or otherwise establish my/our suitability as an applicant(s) for the Inglewood Minor Home Rehabilitation Grant, including without limitation, contacting or otherwise attempting to confirm my/our (1) employment status and income, (2) assets held by the applicant and any adult household members, (3) family composition, marital status and related issues, (4) citizenship/residency status, (5) any additional information that Habitat LA deems necessary to evaluate this application. I/we understand that Habitat LA may reject this application based upon the results of these inquiries.
- I/We agree that if Habitat LA selects my/our home to be repaired, photos of me/us, my/our household members and my/our home may be taken and a biographical summary about me/us and my/our project may be written and shared with the general public or utilized for public relations, promotional or program development purposes.
- I/We understand that Habitat LA makes no guarantees as to the start or completion dates or length of repairs.
- I/We understand that Habitat LA is a nonprofit corporation with limited resources and cannot afford to provide or guarantee assistance for each applicant. Consequently, I/we agree that Habitat LA, its staff, whether voluntary or compensated, and its board of directors will not be liable in any way or otherwise be held responsible by me/us or anyone acting on my/our behalf in connection with my/our application for Habitat LA or any claims of any nature associated herewith.
- I/We understand that copies of any and all documentation provided to determine my/our program eligibility will not be distributed to a third-party without my/our authorization and may only be returned upon request.
- I/We understand that if I/we receive assistance from Habitat LA’s Home Preservation Program, I/we may not receive additional assistance for **5 years** after the completion of my/our repairs.
- I/We understand that submission of this application and any supporting documentation **does not guarantee assistance from the City of Inglewood or Habitat LA.** I/We understand that selection is based on submitting all required documentation, meeting the eligibility criteria and the availability of program funding and not all applicants may be serviced.
- I/We understand that selection and repairs provided are subject to the availability of funds and that program policies are subject to change at any time without prior notice.
- **APPLICATION CERTIFICATION:** By signing this document, I/we acknowledge that I/we understand that the above information is being collected to determine if I/we are eligible to receive minor home rehabilitation assistance. I/we authorize Habitat for Humanity, the City of Inglewood, and the U.S. Department of Housing and Urban Development (HUD), to verify all information provided on this application. I/We understand that this is a Federally-funded program and that abuse of this program is a criminal offense. I/We certify under penalty of perjury that all the information I/we, the undersigned, have provided on this form is true and correct.

FALSE Claims Act: Under the false Claims Act, 31U.S.C. §§ 3729-3733, those who knowingly submit, or cause another person to or entity to submit, false claims for payment of government funds are liable for three times the government’s damages plus civil penalties of \$5,500 to \$11,000 per false claim.

Signature of Homeowner _____ Date _____

Signature of Co-Homeowner _____ Date _____



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