



Mayor Antonio Lopez
Mayor Pro Tem Sylvia Ballin
Councilmember Jesse H. Avila
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales
Interim City Administrator
Don Penman

SAN FERNANDO CITY COUNCIL AGENDA

TUESDAY, JANUARY 22, 2013 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

APPROVAL OF AGENDA

PRESENTATION

- A) RECOGNITION OF FORMER CITY COMMISSIONERS
- B) EAST SAN FERNANDO TRANSIT CORRIDOR PROJECT – UPDATE BY METRO

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council.

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.

SAN FERNANDO CITY COUNCIL
AGENDA – TUESDAY, JANUARY 22, 2013
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1) APPROVAL OF MINUTES OF:

- a) DECEMBER 26, 2012 – SPECIAL MEETING
- b) JANUARY 7, 2013 – SPECIAL MEETING
- c) JANUARY 7, 2013 – REGULAR MEETING

2) APPROVAL OF WARRANT REGISTER NO. 13-012

3) RESOLUTION TO APPOINT CITY'S REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) GOVERNING BOARD

Recommend that the City Council adopt a Resolution appointing the Mayor, Antonio Lopez, as the primary representative, and the Personnel Manager, Michael Okafor, as the alternate representative to the ICRMA Governing Board.

NEW BUSINESS

4) AWARD OF CONTRACT – SLURRY SEAL PROJECT

Recommend that the City Council:

- a. Accept the lowest responsive bid from American Asphalt South Inc. for construction of these improvements; and
- b. Authorize the City Administrator to execute a Construction Contract with American Asphalt South Inc. for an amount not to exceed \$376,545.

5) AWARD OF CONTRACT – BUS SHELTERS

Recommend that the City Council:

- a. Award a Contract to Sadie Construction Inc. for the purchase and installation of Bus Shelters;
- b. Authorize the City Administrator to execute a Professional Services Contract with Sadie Construction, Inc. for an amount not to exceed \$217,534; and
- c. Authorize the City Administrator to approve a contingency not to exceed 10% of contract amount.



SAN FERNANDO CITY COUNCIL
AGENDA – TUESDAY, JANUARY 22, 2013
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6) AWARD OF CONTRACT – COPIER LEASE AND MAINTENANCE

Recommend that the City Council:

- a. Adopt a Resolution approving a Lease Agreement with De Lage Landen Public Finance, LLC to finance copiers for the City and approve a Maintenance Agreement with Image 2000 to provide copier maintenance services for the City; and
- b. Authorize the Interim City Administrator to execute a Lease Agreement with De Lage Landen Public Finance, LLC that shall not exceed \$71,910 and a Maintenance Agreement with Image 2000 that shall not exceed \$105,318.

7) PURCHASE AND INSTALLATION OF 4G WIRELESS MODEMS FOR POLICE VEHICLES

Recommend that the City Council approve the purchase and installation of four 4G wireless modems and related equipment for four police vehicles in an amount not to exceed \$6,000.

8) APPOINTMENT OF INTERIM FINANCE DIRECTOR

Recommend that the City Council authorize the Interim City Administrator to negotiate and execute an agreement with MuniTemps to provide a temporary Interim Finance Director until the position can be filled on a permanent basis.

CITY COUNCIL ITEMS

9) APPOINTMENTS TO CITY COMMISSION

Councilmember Jesse H. Avila is recommending the appointment of Victor Ponce to the Education Commission.

STANDING COMMITTEE UPDATES

- No. 1 Budget, Personnel and Finance (BPF)
Chair Jesse H. Avila
- No. 2 Housing, Community & Economic Development and Parking (HCEP)
Chair Antonio Lopez
- No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)
Chair Joel Fajardo



SAN FERNANDO CITY COUNCIL
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- No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)
 Chair Jesse H. Avila
- No. 5 Education, Parks, Arts, Health and Aging (EPAH)
 Chair Robert C. Gonzales

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: January 18, 2013 (3:00 p.m.)



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

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 26, 2012 – 9:00 A.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 9:00 a.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and
Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Fred Ramirez and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Fajardo, to approve the agenda.
By consensus, the motion carried.

CLOSED SESSION PUBLIC STATEMENTS – WRITTEN/ORAL

Brenda Esqueda said she was upset that the Council was holding a Special meeting the day after Christmas at 9:00 a.m. and said that doing so showed a lack of transparency and Brown Act violations.

RECESS TO CLOSED SESSION (9:05 A.M.)

By consensus, Councilmembers recessed to the following Closed Session.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 26, 2012
Page 2**

**A) PUBLIC EMPLOYEE APPOINTMENT
G.C. 54957**

Title: Interim City Administrator

REPORT OUT FROM CLOSED SESSION (9:23 A.M)

No reportable action.

PUBLIC STATEMENTS – WRITTEN/ORAL

Brenda Esqueda believes that the meeting was held at 9:00 a.m. so the community would have no input and said that the community would not want Council to spend money on travel being that the City is on the verge of bankruptcy, layoffs, and furloughs.

City Clerk Chávez read a letter by Julie Cuellar who does not agree with Councilmembers attending the League of California cities conference during a period of money shortfall.

NEW BUSINESS

1) APPROVAL OF CONTRACT WITH INTERIM CITY ADMINISTRATOR

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to enter into an employment agreement between the City and Donald E. Penman for the position of Interim City Administrator. The motion carried with the following vote:

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

2) ALLOCATION OF GENERAL FUNDS FOR 2012 LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES AND CONFERENCE FEES FOR COUNCILMEMBER ATTENDANCE AT THE 2013 LEAGUE OF CALIFORNIA CITIES NEW MAYOR AND COUNCIL MEMBERS ACADEMY

Interim City Administrator Ramirez presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Avila to:

- a. Adopt a Resolution to allocate General Funds to cover the 2012 League of California

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 26, 2012**

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Cities Membership Dues; and

- b. Adopt a Resolution to allocate sufficient General Funds for City Councilmember registration and travel expenses associated with attending the 2013 League of California Cities New Mayors and Council Members Academy that will take place January 16, 2013 to January 18, 2013, in Sacramento, California, and direct staff to coordinate registration and travel arrangements.

Interim City Administrator Ramirez requested a friendly amendment (regarding the second resolution) noting that funds would come from Fund 116 (Elections) to Fund 101 (Meetings and Travel Expenses).

Councilmember Avila accepted the amendment. The motion (and amendment) was seconded by Mayor Pro Tem Ballin and carried with the following vote:

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

**3) APPROVAL OF A THREE-YEAR SERVICE CONTRACT WITH VERIZON FOR
PHONE SERVICES (CENTRANET AGREEMENT)**

Interim City Administrator Ramirez presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Councilmember Fajardo, to approve a three-year service contract (CentraNet Agreement) for phone services with Verizon for a monthly rate not to exceed \$1,232.50, for the 36-month period of the contract. By consensus, the motion carried.

ADJOURNMENT (10:01 A.M.)

Motion by Councilmember Avila, seconded by Mayor Pro Tem Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 26, 2012 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 7, 2013 – 4:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 4:01 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin (arrived at 4:03 p.m.), and Councilmembers Jesse H. Avila (arrived at 4:03 p.m.), Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Don Penman, City Attorney Maribel Medina, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:03 P.M.)

By consensus, Councilmembers recessed to the following Closed Session, thereafter to adjourn:

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – January 7, 2013**

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**A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. 54957.6**

City Negotiator: Interim City Administrator Don Penman
Employee Organizations: 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 (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

**B) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
G.C. 54956.9(c)**

(1 case)

**C) CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
G.C. 54956.9(c)**

(2 cases)

**REPORT OUT FROM CLOSED SESSION (MADE DURING THE REGULAR CITY
COUNCIL MEETING AT 6:00 P.M.)**

City Attorney Medina reported that the Successor Agency and the City Council approved (5-0 vote) an initiation of litigation against the Department of Finance regarding items that were not approved in the Recognized Obligation Payment Schedule 3.

No additional reportable items.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 7, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 7, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:04 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Don Penman, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Fajardo, to approve the agenda. By consensus, the motion carried.

REPORT OUT FROM CLOSED SESSION (SPECIAL CITY COUNCIL MEETING HELD AT 4:00 P.M.)

City Attorney Medina reported that the Successor Agency and the City Council approved (5-0 vote) an initiation of litigation against the Department of Finance regarding items that were not approved in the Recognized Obligation Payment Schedule 3.

No additional reportable items.

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2013****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Robert Ortega proposed a “Gun Day” (allowing people to turn in guns to the Police Department to get them off the streets) and suggested recognition of the San Fernando High School football team for their recent championship.

Sam Beltran made various comments including the right to bear arms.

Margie Carranza talked about the skate park that was proposed last year and wished the Council luck.

Gil Delgado and Anna Frutos-Sanchez, Southern California Edison, look forward to the opportunity to meet the new Council and said they are available to provide assistance.

Renato Lira wished everyone a happy new year and asked questions regarding the L.A. County Sherriff’s involvement in the recent homicide in the City.

John Arroyo talked about HUD housing, money borrowed by residents to fix up their homes, and the need for street repairs.

Brenda Esqueda questioned commission appointments and the Council’s voting record, and said the Council needs to do what’s right for the citizens and community.

In response to an earlier comment regarding the L.A. Sherriff’s Department assisting the San Fernando Police Department in a recent homicide, Police Chief Parks reported that police agencies within the County of Los Angeles participate in a mutual aid system that provides various resources (i.e., forensic investigators) at no cost.

CONSENT CALENDAR

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve the Consent Calendar Item:

- 1) APPROVAL OF WARRANT REGISTER NO. 13-011

By consensus, the motion carried.

NEW BUSINESS

- 2) COMPLIMENTARY TICKET AND PASSES DISTRIBUTION POLICY

City Atty. Medina presented the staff report and replied to questions from Councilmember Fajardo.

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2013****Page 3**

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to adopt a Complimentary Ticket and Passes and Distribution Policy, pursuant to the Fair Political Practices Commission Regulation 18944.1. By consensus, the motion carried.

CITY COUNCIL ITEMS**3) APPOINTMENTS TO CITY COMMISSIONS**

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to appoint Danitza Pantoja to the Parks, Wellness, and Recreation Commission; and Gilbert Berriozabal to the Transportation and Safety Commission. By consensus, the motion carried.

STANDING COMMITTEE UPDATES**No. 1 Budget, Personnel and Finance (BPF)**

Councilmember Avila – reported they have a meeting tomorrow.

No. 2 Housing, Community & Economic Development and Parking (HCEP)

Mayor Lopez – City Planner Ramirez reported they will be meeting soon.

No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)

Councilmember Fajardo – a meeting is scheduled for next Monday.

No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)

Councilmember Avila – a meeting is scheduled for January 10, 2013.

No. 5 Education, Parks, Arts, Health and Aging (EPAH)

Councilmember Gonzales – a meeting is scheduled for January 22, 2013.

GENERAL COUNCIL COMMENTS

Councilmember Avila asked everyone to “hang in there”, said there are good people coming and to give Council some time.

Councilmember Gonzales wished everyone a happy new year and looks forward to working with staff.

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2013****Page 4**

Councilmember Fajardo thanked Mr. Penman for stepping up.

Mayor Pro Tem Ballin (responding to an earlier public comment) said we welcome and embrace diversity. She asked for a report back from staff regarding business license taxes and the consequences for businesses that are behind on paying those.

Mayor Lopez also welcomed and thanked Interim City Administrator Penmen for his assistance during these difficult times and (responding to an earlier comment) reported that the San Fernando High School football team will be recognized at an upcoming Mall Food Truck Event.

STAFF COMMUNICATION

None.

ADJOURNMENT (6:37 P.M.)

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to adjourn. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 7, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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FINANCE DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator/Deputy Finance Director

DATE: January 22, 2013

SUBJECT: Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (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 handwritten 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. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

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

ATTACHMENT:

A. Warrant Register Resolution

ATTACHMENT "A"**RESOLUTION NO. 13-012****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-012****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

PASSED, APPROVED, AND ADOPTED this 22nd day of January, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 22nd day of January 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

01/17/2013 10:20:14AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100505	1/22/2013	100066 ADS ENVIRONMENTAL SERVICES,INC	12496.22-1212		FLOW MONITORING SERVICE & QRTL 72-360-0000-4260	3,824.01
					Total :	3,824.01
100506	1/22/2013	100067 ADVANCE DIRECT MAIL	1072013		UTILITTY BILLING MAILNG SERVICE - J 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	110.31 110.31 110.32
					Total :	330.94
100507	1/22/2013	100070 ADVANCED ELECTRONICS INC.	0122126-IN		COMPUTER MAINT - RADIO EQUIPMEN 01-222-0000-4260	2,205.81
			0122127-IN		MONTHLY MAINT - CCTV EQUIPMENT 01-222-0000-4260	3,420.00
					Total :	5,625.81
100508	1/22/2013	100098 AIRGAS SAFETY	9011316692		SAFETY RAIN GEAR 72-360-0000-4310	88.97
					Total :	88.97
100509	1/22/2013	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES 01-140-0000-4220 01-150-0000-4220	2.14 32.80
			460851202		PD CELL PHONES 01-222-0000-4220 10-220-3641-4220	97.09 26.65
			561407019		CITY YARD CELL PHONE & USB MODEI 70-384-0000-4220 01-390-0000-4220 01-320-0000-4220 72-360-0000-4220	62.86 4.09 4.08 0.29
			660629692		VARIOUS CELL PHONES 01-106-0000-4220 70-384-0000-4220	27.02 24.26
			870422920		PD CELL PHONES AND MDT MODEMS 01-222-0000-4220	967.81

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vchlist

01/17/2013 10:20:14AM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100509	1/22/2013	100101 VERIZON WIRELESS-LA	(Continued)		01-152-0000-4220	114.03
					Total :	1,363.12
100510	1/22/2013	100143 ALONSO, SERGIO	DEC 2012		MARIACHI MASTER APPRENTICE PRO	
					10-424-3693-4260	1,000.00
					Total :	1,000.00
100511	1/22/2013	100165 AMERICAN WATER WORKS	16431		PRESSURE WASHER MAINT & SUPPLI	
					01-152-0000-4300	269.99
					Total :	269.99
100512	1/22/2013	100222 ARROYO BUILDING MATERIALS, INC	101091		KNOT WIRES, CRIMP WIRE & SAKRETE	
			101779		70-383-0000-4260	40.23
			102243		FILL SAND	
			102253		13-311-0301-4300	1,179.94
			102262		CONCRETE - 1218 KNOX SIDEWALK R	
					15-310-0866-4600	152.60
					CONCRETE - 1218 KNOX SIDEWALK R	
					15-310-0866-4600	171.06
					CONCRETE - 1218 KNOX SIDEWALK R	
					15-310-0866-4600	85.53
					Total :	1,629.36
100513	1/22/2013	100492 CALIFORNIA MUNICIPAL REVENUE	238		CMRTA MEMBERSHIP RENEWAL 01/01/	
					01-130-0000-4370	75.00
					Total :	75.00
100514	1/22/2013	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	947337		LIVESCAN FINGERPRINTS - DEC 2012	
					01-222-3721-4260	2,745.00
					Total :	2,745.00
100515	1/22/2013	100731 CITY OF LOS ANGELES	74 WP130000094		SEWERAGE FACILITIES CHARGE	
					72-360-0000-4600	30,374.64
					Total :	30,374.64
100516	1/22/2013	100735 COASTAL AIR	14219		PREV A/C MAINT @ AQUATIC CENTER	
					01-430-0000-4260	670.00

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Voucher List

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01/17/2013 10:20:14AM

CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100516	1/22/2013	100735 COASTAL AIR	(Continued) 14348		REPLACED INDOOR BLOWER MOTOEF 01-390-0410-4330	585.00
			14349		REPLACE BLOWN FUSES FOR PACKA 01-390-0450-4330	145.00
			14399		INSTALL COMBUSTION BLOWER MOTC 01-430-0000-4330	685.00
			C2492		PREV A/C MAINT @ MUSEUM 01-390-0457-4260	85.00
			C2493		PREV A/C MAINT @ LP PARK 01-390-0460-4260	565.00
			C2494		PREV A/C MAINT @ ORTEGA PARK 01-390-7500-4260	89.00
			C2495		PREV A/C MAINT @ 1211 FIRST 01-390-0456-4260	89.00
			C2496		PREV A/C MAINT @ 120 MACNEIL (OPS 01-390-0450-4260	325.00
			C2497		PREV A/C MAINT @ 501 FIRST ST 01-390-0450-4260	178.00
			C2498		PREV A/C MAINT @ REC PARK 01-390-0410-4260	460.00
					Total :	3,876.00
100517	1/22/2013	100747 COASTLINE EQUIPMENT	106180		SHIFT KNOB & SWITCH - PW4384 73-350-0000-4300	120.69
			109879		18" PIN ON BUCKET FOR F/310-E BACK 70-383-0000-4310	899.37
			111185		CREDIT FOR RETURN 70-383-0000-4310	-149.10
			111189		QUICK LOCK & PIN FASTEN 70-383-0000-4310	162.34
			82648		SEAL RETURNED - PW4384 73-350-0000-4400	-15.21
					Total :	1,018.09
100518	1/22/2013	100805 COOPER HARDWARE INC.	87258		HOSE ENDS, COUPLERS, NUTS & BOL 70-383-0301-4300	75.02

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vchlist

Voucher List

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01/17/2013 10:20:14AM

CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100518	1/22/2013	100805 100805 COOPER HARDWARE INC.	(Continued)		Total :	75.02
100519	1/22/2013	100960 DIEDIKER, VIRGINIA	REIMB.		REIMB OF TABLE SKIRTS 01-424-0000-4300	26.06
					04-2359	508.02
					17-420-1367-4260	75.00
					Total :	609.08
100520	1/22/2013	101089 ESCOBAR, MARCO	010413 - 1		L P SENIOR PETTY CASH REIMB. 04-2380	189.24
			010413 - 2		L P SENIOR PETTY CASH REIMB. 04-2380	451.19
			010713 - 1		L P SENIOR PETTY CASH REIMB. 04-2380	92.44
			010713 - 2		L P SENIOR PETTY CASH REIMB. 04-2380	77.68
					Total :	810.55
100521	1/22/2013	101147 FEDEX	2-128-82816		COURIER SERVICE 01-190-0000-4280	25.88
			2-134-85231		COURIER SERVICE 01-190-0000-4280	82.40
					Total :	108.28
100522	1/22/2013	101300 GENERAL PUMP CO., INC.	22403	10942	WATER PUMP FOR WELL 7A 70-384-0857-4600	100,576.26
					Total :	100,576.26
100523	1/22/2013	101302 VERIZON	8181811070		POLICE PAGING 01-222-0000-4220	40.06
			8181811075		CITY HALL PAGING 01-190-0000-4220	40.06
			8181811380		MWD METER 70-384-0000-4220	43.99
			8181973209		PARKS MAJOR PHONE LINES 01-420-0000-4220	1,375.16
			8181973210		PD MAJOR PHONE LINES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100523	1/22/2013	101302 VERIZON	(Continued)			
			8181973211		01-222-0000-4220 PHONE BILL	2,604.74
			8183612385		01-190-0000-4220 MTA PHONE LINE	3,077.67
					07-440-0441-4220	85.37
			8183616728		01-190-0000-4220 ENGINEERING FAX LINE	42.69
			8183617646		01-310-0000-4220 HERITAGE PARK - IRRIGATION SYSTEM	27.71
			8183617825		01-420-0000-4220 HERITAGE PARK - IRRIGATION SYSTEM	144.68
			8183655097		01-420-0000-4220 PD NARCOTICS VAULT	54.07
			8188371509		01-222-0000-4220 ANIMAL CONTROL & PW PHONE LINE	27.39
			8188384969		01-190-0000-4220 PD ALARM PANEL	55.49
			8188981027		01-222-0000-4220 POOL FACILITY PHONE LINES	90.51
			8188987385		01-430-0000-4220 LP FAX LINE	133.76
					01-420-0000-4220	44.29
					Total :	7,887.64
100524	1/22/2013	101373 GOVERNMENT FINANCE	NONPO		CERTIFICATE OF ACHIEVE. FOR EXCE	
					01-130-0000-4370	435.00
					Total :	435.00
100525	1/22/2013	101376 GRAINGER, INC.	9028331529		STATE MANDATED PIPE MARKING @ V	
					70-384-0301-4300	44.76
					Total :	44.76
100526	1/22/2013	101434 GUZMAN, JESUS ALBERTO	DEC 2012		MARIACHI MASTER APPRENTICE PRO	
					10-424-3693-4260	1,300.00
					Total :	1,300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100527	1/22/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	1020223		MAT'LS TO INSTALL NETTING FOR BIRI	
			1020225		01-390-0460-4430	279.97
			1085480		TRASH CAN REPAIR & RODENT CONT	
			1085482		01-390-0460-4300	254.60
			85841		PD AIR CONDITIONER REPAIR	
			9274423		01-390-0222-4300	35.43
					MAINT ITEMS FOR REC ROOM @ REC	
					01-390-0410-4300	25.38
					WINDOW BLINDS	
					01-424-0000-4300	195.56
					GRAFFITI SUPPLIES	
					01-152-0000-4300	227.06
					Total :	1,018.00
100528	1/22/2013	101586 ICRMA	ICRMA-2013-0020 #2		2012/2013 PREMIUMS - 2ND INSTALLMI	
					06-190-0000-4240	1,377.50
					06-190-0000-4830	113,492.50
					06-190-0000-4240	141,054.00
					06-190-0000-4830	38,247.00
					Total :	294,171.00
100529	1/22/2013	101599 IMAGE 2000 CORPORATION	VN291607		TOSHIBA 720 CONTRACT BASE RATE (
			VN291608		01-190-0000-4320	290.68
			VN294576		TOSHIBA 3510C CONTRACT BASE RAT	
			VN295316		01-190-0000-4320	736.59
					SHIPPING FOR TONER	
					01-311-0000-4300	13.00
					TONERS AND WASTE TANK CONTAIN	
					01-190-0000-4300	86.25
					Total :	1,126.52
100530	1/22/2013	101647 INTERSTATE BATTERY	30570606		BATTERY FOR FLEET	
			30570707		01-1215	42.36
					BATTERIES FOR FLEET	
					01-1215	231.53
					Total :	273.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100543	1/22/2013	102432 OFFICE DEPOT	(Continued)		70-382-0000-4300	6.18
					72-360-0000-4300	6.18
					73-350-0000-4300	6.17
			636503695001		ACCORDIAN FILES	
					01-130-0000-4300	41.09
			637000874001		REPORT COVERS, CORRECTION TAPE	
					01-130-0000-4300	84.57
			638006795001		TONER	
					01-370-0000-4300	75.57
			638006905001		FAX MACHINE	
					73-350-0000-4300	217.49
			638367286001		LABEL TAPE	
					70-384-0000-4300	15.52
			638367900001		RIBBON	
					70-384-0000-4300	22.83
			638367901001		COFFEE FILTERS & STIRS	
					01-311-0000-4300	21.00
			638452242001		CALENDARS, PLANNERS & FOLDERS	
					01-310-0000-4300	66.38
			638754555001		HIGHLIGHTERS, COPY PAPER, FILES, I	
					01-222-0000-4300	359.09
			638974923001		TONER, SHIPPING TAPE & INDEX DIVI	
					70-384-0000-4300	115.93
					Total :	1,636.76
100544	1/22/2013	102506 PANTOJA, DANITZA	010813		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					Total :	50.00
100545	1/22/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-49		COURIER SERVICE - DELIVERY TO LA	
					01-190-0000-4280	37.09
					Total :	37.09
100546	1/22/2013	102848 RICHARDS, WATSON & GERSHON	187224		LEGAL SERVICES	
			187225		01-110-0000-4270	32.00
					LEGAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
100546	1/22/2013	102848 RICHARDS, WATSON & GERSHON	(Continued)		70-110-0000-4270	922.50		
					Total :	954.50		
100547	1/22/2013	102863 AUTO CARE	15234		SMOG TEST			
					01-320-0000-4260	56.00		
					Total :	56.00		
100548	1/22/2013	102988 SAFETY-KLEEN CORP.	59623925		HAZ MAT WASTE			
					73-350-0000-4260	2,323.00		
					Total :	2,323.00		
100549	1/22/2013	103010 SAM'S CLUB DIRECT, #0402465855179	999999		MEMBERSHIP DUES			
					01-190-0000-4380	110.00		
					Total :	110.00		
100550	1/22/2013	103029 SAN FERNANDO, CITY OF	12227-12240		REIMBURSEMENT TO WORKERS COM			
					06-190-0000-4810	4,954.28		
					Total :	4,954.28		
100551	1/22/2013	103057 SAN FERNANDO VALLEY SUN	8456		PUBLICATION OF ZONING TEXT AMENI			
					01-150-0000-4230	165.63		
					Total :	165.63		
100552	1/22/2013	103090 SAXE-CLIFFORD, SUSAN PH.D.,INC	12-1218-5		PYSCH EXAM			
					01-222-0000-4260	400.00		
					Total :	400.00		
100553	1/22/2013	103172 SKAUG TRUCK BODY WORKS	34264		1/4 D-RINGS FOR MANHOLE COVERS I			
					70-384-0000-4330	30.99		
					Total :	30.99		
100554	1/22/2013	103184 SMART & FINAL	154037		MOCHA MIX, SALT & PEPPER			
					01-222-0000-4300	70.85		
					Total :	70.85		
100555	1/22/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	010213		ELECTRIC - 2025 FOURTH			
					01-371-0000-4210	42.52		

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100555	1/22/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			010313		01-420-0000-4210 ELECTRIC - 519 S BRAND	260.94
					01-390-0457-4210	76.35
					01-371-0000-4210	45.58
			010413		ELECTRIC - 910 FIRST	
					01-222-0000-4210	3,248.11
					27-344-0000-4210	57.24
					29-335-0000-4210	52.97
					01-390-0310-4210	1,425.43
					01-390-0450-4210	667.12
					01-320-3661-4210	2,054.60
					27-344-0000-4210	532.58
			010513		ELECTRIC - 1103 EIGHTH	
					27-344-0000-4210	43.38
					01-420-0000-4210	152.46
					27-344-0000-4210	43.24
			010813		ELECTRIC - GLENOAKS/GRISWOLD; 81	
					27-344-0000-4210	18,538.81
			010913		ELECTRIC - VARIOUS LOCATIONS	
					01-371-0000-4210	1,608.98
			011013		ELECTRIC - LOT 3, 5 & 8	
					29-335-0000-4210	152.03
					01-371-0000-4210	37.24
					29-335-0000-4210	36.20
			011113		ELECTRIC - 900 1/2 1ST, 1041 1/2 TRUN	
					01-390-0470-4210	109.42
			011213		ELECTRIC - TRUMAN/KITTRIDGE	
					01-341-0000-4210	23.13
			122912		ELECTRIC - VARIOUS LOCATIONS	
					01-371-0000-4210	1,356.37
					Total :	30,564.70
100556	1/22/2013	103205 THE GAS COMPANY	010913		GAS - 117 MACNEIL	
					01-310-0000-4210	330.73
					70-381-0000-4210	36.88
					72-360-0000-4210	36.88

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100556	1/22/2013	103205 THE GAS COMPANY	(Continued)			
			011113		01-390-0450-4210 GAS - 519 S BRAND 01-420-0000-4210	73.76 56.64
					Total :	534.89
100557	1/22/2013	103292 SUPER SOUND ELECTRONICS	21364		REPLACE RADIO WITH USED RADIO - I 01-320-0311-4400	100.00
			21366		REPLACE RADIO WITH USED RADIO - I 01-320-0312-4400	100.00
					Total :	200.00
100558	1/22/2013	103299 SUPREME SALES COMPANY, INC.	018217		PRISONER SUPPLIES 01-222-0000-4300	743.50
					Total :	743.50
100559	1/22/2013	103413 TRANS UNION LLC	12209896		CREDIT CHECKS 01-222-0000-4260	8.89
					Total :	8.89
100560	1/22/2013	103445 UNDERGROUND SERVICE ALERT	1220120632		(28) NEW USA DIGALERT TICKETS 70-381-0000-4260	42.00
					Total :	42.00
100561	1/22/2013	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE - 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	384.52 384.52 384.53
					Total :	1,153.57
100562	1/22/2013	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH 01-190-0000-4280	1,500.00
					Total :	1,500.00
100563	1/22/2013	103603 VULCAN MATERIALS COMPANY	246533		COLD MIX 13-311-0301-4300	1,188.60
					Total :	1,188.60

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100577	1/22/2013	888242 888242 MCI COMM SERVICE	(Continued)		Total :	245.44
100578	1/22/2013	888254 MCCALLA COMPANY	860230		GLOVES & HAND CLEANER	
			CM852248		01-222-0000-4300	299.45
					CREDIT - RETURNED ITEMS	
			1860232		01-222-0000-4300	-33.20
					GLOVES	
					01-222-0000-4300	195.36
					Total :	461.61
100579	1/22/2013	888309 HI 2 LO VOLTAGE WIRING CO, INC	15718		MONITORING - 01/01/13-03/31/13	
					01-222-0000-4260	75.00
					Total :	75.00
100580	1/22/2013	888356 ADVANCED AUTO REPAIR BODY &	1018		REPLACE ENGINE MOUNT, FIX OIL FIL	
			1020		01-320-0225-4400	271.85
					FIX VACUUM HOSE LEAK - CE4424	
			1022		01-320-0152-4400	65.00
					REPLACE GEAR BOX & TURN SIGNAL :	
					01-320-0390-4400	374.66
					Total :	711.51
100581	1/22/2013	888442 WESTERN EXTERMINATOR COMPANY	06010710-9		PEST CONTROL @ REC PARK	
			06010718-2		01-390-0410-4260	69.00
			06010722-4		PEST CONTROL @ LP PARK	
					01-390-0460-4260	47.50
			12045512-6		PEST CONTROL @ CITY HALL	
					01-390-0310-4260	73.50
					PEST CONTROL @ RUDY ORTEGA PAF	
					01-390-7500-4260	47.00
					Total :	237.00
100582	1/22/2013	888531 BIG RED PLUMBING SUPPLY, INC.	75513		MAT'LS TO REPAIR PIPE	
			75514		01-430-0000-4300	34.87
					SMALL TOOLS	
					01-390-0410-4340	10.84
					Total :	45.71

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Bank code :		bank					
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100583	1/22/2013	888556 KEY EQUIPMENT FINANCE	590158242 - 3301		PW COPIER LEASE PAYMENT - JAN 20		
			591214947 - 1301		72-360-0000-4290		292.54
					JAN 2013 LEASE PAYMENT - TOSHIBA		
					10-420-1371-4260		1,195.17
					Total :		1,487.71
100584	1/22/2013	888615 WOOD AUTO SUPPLY INC	785876		SPARE GAS CANS - ME4412		
			786147		01-320-0320-4400		60.97
					FUEL PUMP - PD6499		
			786509		01-320-0224-4400		227.36
					ACCESSORY OUTLET BOX - CE6477		
					01-320-0152-4400		24.34
					Total :		312.67
100585	1/22/2013	888629 SPARKLETTES	5927274-121512		WATER		
					01-422-0000-4300		98.56
					Total :		98.56
100586	1/22/2013	888743 COUNTY OF LOS ANGELES	FIRM #1275		FY'13-BACKFLOW DEVICE ANNUAL ADI		
					70-383-0000-4260		40.00
					Total :		40.00
100587	1/22/2013	888800 BUSINESS CARD	121412		MEMBERSHIP FEES		
			122912		01-310-0000-4380		375.00
					REPLACEMENT COMPUTER (R&CS)		
			123112		01-424-0000-4300		697.09
					MISC CHARGES		
					01-190-0000-4435		9.57
					Total :		1,081.66
100588	1/22/2013	888869 MUNITEMPS STAFFING	123593		TEMPORARY STAFFING - ADMIN ANAL		
					01-310-0000-4112		237.98
					01-311-0000-4112		59.50
					27-344-0000-4112		148.74
					70-381-0000-4112		594.95
					70-382-0000-4112		1,041.16
					70-383-0000-4112		297.48

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100588	1/22/2013	888869 MUNITEMPS STAFFING	(Continued)
		70-384-0000-4112	297.48
		72-360-0000-4112	297.46
		Total :	2,974.75
100589	1/22/2013	889037 AT&T MOBILITY	875587443
		MODEM FOR TRAFFIC SIGNS ON MACI	
		01-310-0000-4220	62.27
		Total :	62.27
100590	1/22/2013	889114 SEVEN ELK RANCH DESIGN, INC	2024
		CONSULTING FEES - 12/01-31/12	
		01-310-0000-4270	700.00
		Total :	700.00
100591	1/22/2013	889118 LDI COLOR TOOLBOX	179494
		MONTHLY MAINT COPY CHG 12/07/12-4	
		01-222-0000-4260	187.60
		Total :	187.60
100592	1/22/2013	889149 STAPLES BUSINESS ADVANTAGE	8024016105
		BATTERIES, COVER PAPER, FASTNER:	
		01-115-0000-4300	78.04
		Total :	78.04
100593	1/22/2013	889187 USA MOBILITY WIRELESS, INC	W7954833A
		PAGERS	
		01-190-0000-4220	61.22
		Total :	61.22
100594	1/22/2013	889287 UNITED TRUCK CENTERS	36546
		REBUILD FRONT BRAKES - WA8997	
		70-383-0000-4400	782.14
		Total :	782.14
100595	1/22/2013	889352 GOMEZ, ADRIANA	010813
		COMMISSIONER'S REIMBURSEMENT	
		01-420-0000-4111	50.00
		Total :	50.00
100596	1/22/2013	889532 GILMORE, REVA A.	12/29/12 - 01/11/13
		FOOD SERVICE MANAGER	
		10-422-3750-4270	604.50
		10-422-3752-4270	97.50
		Total :	702.00

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100597	1/22/2013	889533 MARTINEZ, ANITA	12/29/12 - 01/11/13		ASSISTANT FOOD MANAGER 10-422-3750-4270	159.30	
					Total :	159.30	
100598	1/22/2013	889534 RAMIREZ, FRANCISCO	12/29/12 - 01/11/13		HDM DRIVER 10-422-3752-4390 10-422-3752-4270	46.80 159.30	
					Total :	206.10	
100599	1/22/2013	889535 GOMEZ, GILBERT	12/29/12 - 01/11/13		HDM DRIVER 10-422-3752-4270 10-422-3752-4390	106.20 34.32	
					Total :	140.52	
100600	1/22/2013	889592 CUELLAR, JIMMY KYLE	DEC 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3645-4260	800.00	
					Total :	800.00	
100601	1/22/2013	889602 RESPOND SYSTEMS	293665		FIRST AID KIT 01-310-0000-4300	100.66	
			92492		TRAUMA KITS 01-430-0000-4300	327.00	
					Total :	427.66	
100602	1/22/2013	889611 MORRISON MANAGEMENT SPECIALIST	18845201212310118		LP SENIOR MEALS - DEC 2012 10-422-3750-4260 10-422-3752-4260	3,960.00 3,069.00	
					Total :	7,029.00	
100603	1/22/2013	889680 JIMENEZ LOPEZ, JUAN MANUEL	DEC 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3645-4260 10-424-3693-4260	524.44 125.56	
					Total :	650.00	
100604	1/22/2013	889681 VILLALPANDO, MARIA	12/29/12 - 01/11/13		FOOD SERVICE WORKER 10-422-3750-4270 10-422-3752-4270	199.13 39.83	

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100604	1/22/2013	889681 VILLALPANDO, MARIA	238.96
(Continued)			
100605	1/22/2013	889834 LESLIE'S SWIMMING POOL SUPPLIE	205.00
59-308957			205.00
NOODLES/CHEMICAL TESTING			
01-430-0000-4300			205.00
Total :			205.00
100606	1/22/2013	889942 ATHENS SERVICES	10,100.00
JAN 2013			10,100.00
STREET SWEEPING - JAN 2013			
01-343-0000-4260			10,100.00
Total :			10,100.00
100607	1/22/2013	889962 GMS ELEVATOR SERVICES, INC	125.00
00067215			125.00
ELEVATOR SERVICE			
01-430-0000-4260			125.00
Total :			125.00
100608	1/22/2013	889986 THE GEAR BOX	103.60
1995			103.60
UNIFORMS			
01-222-0000-4300			103.60
Total :			103.60
100609	1/22/2013	890004 PACIFIC TELEMAGEMENT SERVICE	62.64
471339			62.64
PD PAY PHONE - FEB 2013			
01-190-0000-4220			62.64
Total :			62.64
100610	1/22/2013	890076 URBAN RESTORATION GROUP	1,709.46
00008588			1,709.46
32 -1 GALLON BARE BRICK CLEANER			
01-152-0000-4300			1,709.46
Total :			1,709.46
100611	1/22/2013	890094 TECS ENVIROMENTAL	1,000.00
TM-SF-1212A			1,000.00
NITRATE WELL TREATMENT ENGINEER			
70-384-0857-4600			1,000.00
TM-SF-1212B			
GENERAL ENGINEERING SERVICES 11			
01-310-0000-4270			375.00
Total :			1,375.00
100612	1/22/2013	890095 O'REILLY AUTO PARTS	17.38
2665-332979			17.38
CUT TO FIT MIRROR BACKING			
01-320-0228-4400			17.38
2665-333034			
REPLACEMENT MIRROR GLASS - PD6			
01-320-0228-4400			11.95
Total :			29.33

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100613	1/22/2013	890109 SUPERMEDIA LLC	490003218406		DOMAIN REGISTRATION & E-MAIL HOE 01-190-0000-4220	50.95	
					Total :	50.95	
100614	1/22/2013	890127 NATURAL GAS GLOBAL SERVICES	336		REPLACE COPPER GASKETS & O-RING 01-320-3661-4600	346.79	
					Total :	346.79	
100615	1/22/2013	890290 ACCESS PACIFIC, INC	70-2806		REFUND - CONST METER DEP - 1100 P 70-2806	12.24	
					Total :	12.24	
100616	1/22/2013	890360 HERRERA, NINAMARIE JULIA	010813		COMMISSIONER'S REIMBURSEMENT 01-420-0000-4111	50.00	
					Total :	50.00	
100617	1/22/2013	890401 ENVIROGEN TECHNOLOGIES INC	0003694-IN	10950	NITRATE REMOVAL SYS LEASE PYMT- 70-384-0857-4600 70-384-0857-4600	6,676.00 584.15	
					Total :	7,260.15	
100618	1/22/2013	890463 KJC LATENT PRINT SERVICE	SF00012		FINGERPRINT CLASSIFICATIONS 01-224-0000-4270	547.50	
					Total :	547.50	
100619	1/22/2013	890483 ARARAT HOME	121313		DEPOSIT FOR SENIOR CHRISTMAS DII 04-2380	500.00	
					Total :	500.00	
100620	1/22/2013	890487 SEA-CLEAR POOLS	12-3629		PUMP REMOVAL 01-430-0000-4260	2,015.00	
					Total :	2,015.00	
100621	1/22/2013	890546 BARAJAS, CRYSTAL	11/01/12 - 12/31/12		MARIACHI MASTER APPRENTICE PRO 10-424-3693-4260	232.50	
					Total :	232.50	
100622	1/22/2013	890553 SMART SOURCE OF CALIFORNIA LLC	1276019		BLUE UTILITY BILLS		
						Page:	20

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Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100622	1/22/2013	890553 SMART SOURCE OF CALIFORNIA LLC	(Continued)		70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	901.27 901.27 901.26
					Total :	2,703.80
100623	1/22/2013	890578 DIAMOND TOURS INC	120512		DEPOSIT FOR MT RUSHMORE SENIOR 04-2380	3,750.00
					Total :	3,750.00
100624	1/22/2013	890584 POWERLINE BATTERY SPECIALIST	3291 3358		BATTERIES FOR PARKING METERS 29-335-0000-4320 BATTERY BACKUP UNIT - PW OPS CTR 01-390-0450-4300	218.79 96.73
					Total :	315.52
100625	1/22/2013	890739 FUJITA - AHMED, LIANE E.	REIMB.		REIMB OF DANCE FLOOR RENTAL FOF 17-420-1337-4260	210.00
					Total :	210.00
100626	1/22/2013	890740 MORAN, STEPHANIE	DEC 2012 - 2		WATER EXERCISE INSTRUCTOR 17-420-1338-4260	440.00
					Total :	440.00
100627	1/22/2013	890772 GACHUZO, ELIDA	12/01/12 - 01/08/13		MARIACHI MASTER APPRENTICE PRO 10-424-3693-4260	420.00
					Total :	420.00
100628	1/22/2013	890817 THE WALKING MAN, INC.	E4127		FLYER DISTRUBUTION 17-420-1328-4260	1,275.00
					Total :	1,275.00
100629	1/22/2013	890833 THOMSON REUTERS	826330363		LA CLEAR - INVEST TOOLS 01-224-0000-4270	130.90
					Total :	130.90
100630	1/22/2013	890834 SPARKLING IMAGE CORP	41490		CAR WASHES - DEC 2012 01-222-0000-4320	65.00

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CITY OF SAN FERNANDO

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100630	1/22/2013	890834	890834 SPARKLING IMAGE CORP	(Continued)		Total : 65.00
100631	1/22/2013	890879	EUROFINS EATON ANALYTICAL, INC			
			L0104530		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0105118		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0105123		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0105493		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0105498		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0105717		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0106133		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0106135		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0106261		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0106891		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0106892		WATER ANALYSIS	
					70-384-0000-4260	139.60
			L0107295		WATER ANALYSIS	
					70-384-0000-4260	164.00
					Total :	1,699.60
100632	1/22/2013	890904	ART PRESERVATION ASSOCIATES	APA #5		
				10949	CONSERVATOR SERVICES FOR THE LI	
					10-150-3609-4270	8,169.88
					Total :	8,169.88
100633	1/22/2013	890947	RAIN FOR RENT			
			039023459		POOL PUMP RENTAL	
				10952	01-430-0000-4260	242.13
			039023590		POOL PUMP RENTAL	
				10952	01-430-0000-4260	3,017.75

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100644	1/22/2013	890996 REITAN, ROGER	(Continued)		04-2384	75.00
					Total :	75.00
140	Vouchers for bank code :	bank			Bank total :	902,269.12
140	Vouchers in this report				Total vouchers :	902,269.12

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HANDWRITTEN CHECKS

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100169	12/5/2012	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-DECEI 01-1160	194,296.12
					Total :	194,296.12
100170	12/6/2012	103648 CITY OF SAN FERNANDO	DEMAND		REIMBURSEMENT FOR PAYROLL W/E 01-1003	378,321.98
					07-1003	203.40
					08-1003	11,576.68
					10-1003	25,748.27
					11-1003	7,983.24
					17-1003	1,586.39
					27-1003	4,900.92
					29-1003	4,103.33
					70-1003	49,616.08
					72-1003	20,211.90
					73-1003	169.49
					Total :	504,421.68
100171	12/6/2012	890538 THE OTHER REINDEER	TOR-120612		CLASSIC VICTORIAN CAROLERS FOR 04-2359	435.00
					Total :	435.00
100296	12/19/2012	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS-DECEMBE 01-1160	3,167.62
					Total :	3,167.62
100297	12/19/2012	100943 DELTA INDEMNITY	DEMAND		DENTAL INSURANCE BENEFITS-DECEI 01-1160	12,844.23
					Total :	12,844.23
100298	12/19/2012	887715 VACATIONS FOR LESS INC.	23839		DEPOSIT FOR LP SENIOR HAWAII TRIF 04-2383	3,000.00
					Total :	3,000.00
100299	12/19/2012	100940 DELTA CARE USA	DEMAND		DENTAL INSURANCE BENEFITS-DECEI 01-1160	440.55

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100299	12/19/2012	100940 100940 DELTA CARE USA	(Continued)			Total : 440.55
100300	12/19/2012	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS-DECE 01-1160	2,609.75
					Total :	2,609.75
100301	12/19/2012	100015 A.V. TROPHY & UNIFORM	062212		TROPHIES-SPRING ADULT 17-420-1334-4300	199.34
					Total :	199.34
100302	12/19/2012	100015 A.V. TROPHY & UNIFORM	040512		YOUTH BASKETBALL TOURNAMENT 17-420-1328-4300	54.38
					Total :	54.38
100303	12/19/2012	890493 LOS ANGELES COUNTY	NONPO		AGENCY'S LMIHF BAL AVAIL @ THE E 94-190-0000-4450	2,273.59
					Total :	2,273.59
100304	12/20/2012	103648 CITY OF SAN FERNANDO	PR 12-21-12		REIMBURSEMENT FOR PAYROLL W/E 01-1003	387,915.61
					07-1003	589.84
					08-1003	12,191.71
					10-1003	17,347.73
					11-1003	6,690.34
					17-1003	2,556.77
					27-1003	5,569.29
					29-1003	4,112.43
					70-1003	52,778.47
					72-1003	21,120.30
					73-1003	169.48
					Total :	511,041.97
12 Vouchers for bank code : bank						Bank total : 1,234,784.23
12 Vouchers in this report						Total vouchers : 1,234,784.23

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CITY OF SAN FERNANDO

Bank code : bank

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

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Michael E. Okafor, Personnel Manager

DATE: January 22, 2013

SUBJECT: Resolution to Appoint City's Representatives to the Independent Cities Risk Management Authority (ICRMA) Governing Board

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment "A") appointing the Mayor, Antonio Lopez, as the primary representative, and the Personnel Manager, Michael Okafor, as the alternate representative to the ICRMA Governing Board.

BACKGROUND:

1. The City of San Fernando has been a member of ICRMA since July 1, 1986, and is required to have both a primary and an alternate representative as board members to attend and vote during board meetings if the other representative cannot attend. The primary board member must always be an elected official from the City, while the alternate can either be another elected official or an appointed staff member.
2. On September 7, 2010, the City Council appointed Brenda Esqueda (then a Council member) as the primary representative, and Michael Okafor as the alternate representative.
3. On December 17, 2012, as part of the City Council re-organization of liaison assignments, the Council approved the appointment of Mayor Antonio Lopez as the new primary representative, and Michael Okafor as the alternate representative.

ANALYSIS:

Adoption of a new Resolution is required by ICRMA when board members are changed or added. Therefore, a new Resolution is required in the current year due to the addition of a new primary representative.

Resolution to Appoint City's Representatives to the ICRMA Governing Board

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ICRMA is a joint powers authority that provides risk management programs for about 22 member cities in the area of general liability, workers' compensation, property, earthquake and other related pooled insurance coverages.

Most of the governing board meetings take place in the City of Downey about six times a year, and are held on the second Wednesday of even-numbered months. The meetings are held during the day, and last about three to four hours. Copies of all agendas are sent to both primary and alternate board members ahead of time before the scheduled meeting dates.

CONCLUSION:

Approval of the board members as stated in the attached Resolution will allow the City to be properly represented in the ICRMA governing board meetings.

BUDGET IMPACT:

None.

ATTACHMENT:

- A. Resolution to Appoint City's Representatives to the ICRMA Governing Board

ATTACHMENT "A"**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO APPOINTING A REPRESENTATIVE AND AN
ALTERNATE REPRESENTATIVE TO THE GOVERNING
BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT
AUTHORITY (ICRMA)**

WHEREAS, the City of San Fernando ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

WHEREAS, the Joint Powers Agreement provides that the City Council of each member City shall appoint a member of the City Council as that City's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative to represent the City's interest in the absence of the City Council appointee; and

WHEREAS, City desires to designate its representatives to the ICRMA Governing Board;

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

SECTION 1. That Antonio Lopez (an elected official) is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

SECTION 2. That Michael Okafor (a staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

SECTION 3. That the individuals designated by this City Council as the City's representative and alternate representative to the ICRMA Governing Board and to the Risk Management Programs in which this City participates are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to the Coverage and the Program and voting on behalf of the

City on all matters delegated to the Governing Board and signing such amendments as are contemplated to be approved by the Governing Board.

SECTION 4. That a certified copy of this Resolution shall be provided to the General Manager of the ICRMA.

PASSED, APPROVED, AND ADOPTED this 22nd day of January, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 22nd day of January, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Ron Ruiz, Public Works Director

DATE: January 22, 2013

SUBJECT: Award of Contract - Slurry Seal Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid from American Asphalt South Inc. for construction of these improvements; and
- b. Authorize the City Administrator to execute a Construction Contract with American Asphalt South Inc. (Attachment "A") for an amount not to exceed \$376,545.

BACKGROUND:

1. On June 11, 2012, the City Council approved the Fiscal Year (FY) 2012-2013 City goals for the Public Works Department which includes capital street improvements.
2. Since July 2012, the City's internal project infrastructure task force has held ongoing meetings to discuss and plan for future street projects.
3. On September 13, 2012, at the Budget Personnel and Finance (BFF) Standing Committee, staff reported the pavement management issues and announced the upcoming Slurry Seal Project.
4. On September 27, 2012, at the Public Safety, Veteran Affairs, Technology and Transportation (PVTT) Standing Committee meeting, staff reported the street management budget issues and announced the upcoming Slurry Seal Project.
5. On October 15, 2012, staff presented City Council an update concerning the Slurry Seal Project as well as the methodology and criteria used to select certain streets for this project.

Award of Contract - Slurry Seal Project

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6. On October 17, 2012, staff presented a Power Point presentation to the Transportation and Safety Commission that explained the criteria for selecting streets that met the slurry seal criteria, the outreach plan, and the proposed project schedule for the project.
7. On November 13, 2012, as required by the Public Contracts Code, the project was advertised in various construction publications including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network. The project was also advertised in the San Fernando Valley Sun. Advertising continued until December 12, 2012.
8. On December 13, 2012, the City Clerk received and opened four bids for construction.

ANALYSIS:Slurry Seal Process

It is recommended that the City of San Fernando regularly perform a slurry seal on all asphalt pavements where conditions meet standard guidelines. A slurry seal is cost-effective and essential to extending the life of pavement. Generally, asphalt streets have a 20 year life span. To achieve that life span, it is essential that pavements receive a slurry seal application at the appropriate timetable. Typically, a slurry seal application is recommended at year seven and year 14 before it becomes necessary to reconstruct the pavement at the end of its life expectancy.

The principal materials used to produce slurry seal are aggregate, asphalt emulsion, and filler which are mixed together according to a laboratory's design-mix formula. Water is also added for workability. A special tank truck applies the mixture by pouring and spreading it with a squeegee type blade. The slurry has two main benefits. First, slurry seal fills all the small cracks in the pavement, thereby preventing the underlying soil from being washed away due to moisture infiltration. This is the most common condition under which potholes and pavement failures develop. Second, the slurry seal replenishes the pavement's surface with asphalt which has oxidized due to years of aging and from continuous exposure to climatic elements. This is important because asphalt is the glue that holds the aggregate together.

Criteria

The Public Works Pavement Management System includes a Pavement Condition Index (PCI) which rates the condition of all City streets. Streets qualifying for a slurry seal should have a PCI rating of 66-80, which typically indicates distressed or weakened pavement that needs to be reinforced. Streets with subsurface failure do not qualify for a slurry seal.

After careful analysis using the Pavement Management System, staff has selected approximately five miles of qualifying streets for this project with funds available in Fund 11 (Attachment "B"):

- Brand Boulevard, from Fourth Street to Truman Street
- Celis Street, from Meyer Street to S. Huntington Street

Award of Contract - Slurry Seal Project

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- Fermoore Street, from Second Street to Fourth Street
- Fermoore Street, from Fifth Street to N. Huntington Street
- Fermoore Street, from Glenoaks Boulevard to Lucas Street
- Fourth Street, from Hubbard Avenue to Maclay Avenue
- Fourth Street, from Maclay Avenue to East City Limit
- Griffith Street, from Maclay Avenue to Carlisle Street
- Harps Street, from Fifth Street to DeGarmo Street
- Hewitt Street, from S. Huntington Street to S. Workman Street
- Hewitt Street, from Maclay Avenue to Carlisle Street
- S. Huntington Street, from Woodworth Street to Hollister Street
- N. Huntington Street, from Second Street to Library Street
- N. Huntington Street, from Fifth Street to Glenoaks Boulevard
- N. Huntington Street, from Glenoaks Boulevard to Lucas Street
- Jessie Street, from First Street to Fourth Street
- Kewen Street, from S. Huntington Street to S. Workman Street
- S. Lazard Street, from Coronel Street to San Fernando Road
- N. Lazard Street, from Second Street to Cul-de-sac
- Library Street, from Harding Avenue to Maclay Avenue
- Lucas Street, from Orange Grove Avenue to N. Workman Street
- Meyer Street, from Second Street to Cul-de-sac
- Newton Street, from Third Street to Fourth Street
- Orange Grove Avenue, from Second Street to Glenoaks Boulevard
- Parkside Drive, from Fourth Street to Cul-de-sac
- Pico Street, from Meyer Street to S. Huntington Street
- Second Street, from Hubbard Avenue to Harding Avenue

Project Timeline

Construction is tentatively scheduled to begin February 2013 and conclude in April 2013 pending weather conditions. Due to the nature of the work, there will be street closures starting at 8 a.m. with no access until 4 p.m. Detour signage will be enforced and implemented as needed.

Outreach

Outreach efforts include construction project flyers which will be delivered to all affected residents and businesses. The flyer will provide information about the project, contain a Frequently Asked Questions section, City contact information, and project hotline. Other steps include posting information concerning the project on the City's website as well as information provided on the City's radio station 1690AM, and posted information on the City's lighted message boards placed within the vicinities of the project.

Award of Contract - Slurry Seal Project

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Bid Results

The table below is a summary of the bids received for the project:

RANK	BIDDER	BID AMOUNT
1	American Asphalt South Inc.	\$376,545.00
2	Valley Slurry Seal Co.	\$395,595.00
3	Roy Allan Slurry Seal	\$399,685.65
4	Pavement Coatings Co.	\$440,933.75

The lowest responsive bidder is American Asphalt South Inc. of Fontana. This contractor has completed similar type and size project for the cities of La Mesa, Temecula, Seal Beach, Ontario, Murrieta, Newport Beach, Port Hueneme, San Clemente, Yucaipa, Victorville, and Lynwood. Staff checked the contractor's references and found the contractor performed in an acceptable manner for these other agencies.

Since bids came in slightly higher (7.5%) than the project's budget of \$350,000, staff will ensure the project stays within budgeted amount of \$350,000 by monitoring work progress and executing change orders as needed and reducing the scope of work to maintain project cost at or below \$350,000. Per the project specifications of the Greenbook, Section 3-2.1, the City may increase or decrease the scope of work per the unit price on the bid as long as it does not exceed 25% of the contract price.

CONCLUSION:

Staff has analyzed the project, funding, and construction bids. Staff recommends award of the construction contract to the lowest responsive bidder, American Asphalt South Inc.

BUDGET IMPACT:

The following table summarizes the budgeted funds and proposed expenditures:

BUDGETED FUNDS FY 2012-2013	
Fund 11	\$350,000
PROPOSED EXPENDITURES	
Construction Contract	\$376,545
Inspection (will be performed in-house)	\$0
	-\$26,545*
*Staff intends to negotiate change orders to reduce the cost to budgeted number. If unsuccessful, staff will bring back a budget amendment.	

Award of Contract - Slurry Seal Project

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As mention previously in this report, the contract award amount exceeds the budgeted amount for this project. If the City Council approves the staff recommendations, staff will then meet with the contractor to issue change orders as needed to not exceed the approved budget for this project.

ATTACHMENTS:

- A. Contract
- B. Project Map

ATTACHMENT "A"

CONSTRUCTION CONTRACT / AGREEMENT
FOR PUBLIC WORKS PROJECT
CITY OF SAN FERNANDO

THIS AGREEMENT, made and entered into this 22nd day of January, 2013, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and American Asphalt South Inc. "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved Specifications (**Job No. 7576**), Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: _____

CITYWIDE SLURRY SEAL PROGRAM – JOB NO. 7576 FY 2011-12 (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated December 12, 2012.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum THREE HUNDRED SEVENTY-SIX THOUSAND, FIVE HUNDRED FORTY-FIVE Dollars NO CENTS (\$376,545.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within THIRTY (30) calendar days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Five Hundred Dollars (\$500.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTOR

BY _____

(Title)

BY _____

CITY OF SAN FERNANDO
A Municipal Corporation

Don Penman
Interim City Administrator

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Maribel S. Medina
City Attorney

map of the CITY OF SAN FERNANDO SLURRY SEAL PROJECT FY 2011-12

Area 2.42 SQ. Miles

Scale = 1" = 1200'

Project Location



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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Ron Ruiz, Public Works Director

DATE: January 22, 2013

SUBJECT: Award of Contract – Bus Shelters

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Contract to Sadie Construction Inc. for the purchase and installation of Bus Shelters;
- b. Authorize the City Administrator to execute a Professional Services Contract with Sadie Construction, Inc. (Attachment “A”) for an amount not to exceed \$217,534; and
- c. Authorize the City Administrator to approve a contingency not to exceed 10% of contract amount.

BACKGROUND:

1. On May 2, 2011, staff presented to City Council recommendations for use of the Federal Earmark funding for the Trolley/Bus Shelter Program.
2. On September 21, 2011, the Public Safety, Veteran Affairs, Technology, and Transportation (PVTT) Standing Committee reviewed and selected three bus shelter design styles.
3. On October 19, 2011, the Transportation and Safety Commission was presented with bus shelter designs styles recommended by Public Works Field Staff and the PVTT Standing Committee.
4. On November 16, 2011, the Transportation and Safety Commission and the PVTT Standing Committee directed staff to present to City Council the bus shelter design examples they recommend for their consideration and selection.

Award of Contract – Bus Shelters

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5. On January 9, 2012, Commissioners requested additional information on the bus shelter design examples; staff conducted a field review in other cities (i.e. Long Beach, and Glendale) and met with staff to collect additional information.
6. On June 12, 2012, the Public Works Department published a Request for Proposal (RFP) to provide and install bus shelters.
7. On July 18, 2012, the City received five proposals in response to an RFP for Bus Shelters.
8. On October 25, 2012, City staff conducted interviews with firms who submitted proposals for Bus Shelters.
9. On December 13, 2012, the City staff met with Sadie Construction Inc. and LNI Custom Manufacturing, Inc (LNI).

ANALYSIS:

The City Council has provided previous direction to staff to use Federal Appropriation Earmarked funds to purchase new bus shelters for trolley and shared trolley/Metro bus stops throughout the City. The Earmark for this project totals \$192,000 with a match requirement of \$48,000 (Fund 7) for an available budget of \$240,000. Per staff's recommendation provided in this report, the project will include the purchase and installation of 16 new bus shelters and 28 bus benches.

The construction period for this project is expected to occur during the months of April through June 2013, pending weather conditions, as shown in the time table below:

Item	Date
Approval by City Council	January 22, 2013
Pre-Construction Meeting	January 30, 2013
Shop Design Approval	March 1, 2013
Manufacturing	March 4 – April 19, 2013
Installation	April 22 – June 1, 2013

Each bus shelter will include three to four solar powered Light-Emitting Diode (LED) lights for evening use. The decorative shelter will also include additional LED lighted lettering with the wording "City of San Fernando" at the roof line at each side of the shelters. Staff recommends a black powder coating to complement the colors of the trolley color palette.

Staff is recommending purchasing a mix of bus shelter design types and benches for a total cost of \$217,534, as later shown in the budget impact of this report.

Contractor Selection

City staff conducted interviews with four of the five companies that provided responses to the RFP published on June 12, 2012. The criteria used by staff to make a final selection of the

Award of Contract – Bus Shelters

Page 3

contractors consisted of bus shelter design examples, bus shelter maintainability, and durability, number of shelters provided for \$250,000 and experience and past performance. Based on information received through the interviews, staff conducted a follow-up meeting with Sadie Construction Inc. and their subcontractor LNI.

In the follow-up meeting, staff instructed the manufacturer to further refine their different shelter designs; two based on the original selections provided during the RFP process and one custom made adding ornamental features (Attachment “B”). The design options would later be used to present to the City Council for final approval. Based on their proposal and discussion held in the interview process, staff is recommending that an award of contract be given to Sadie Construction Inc. for this project. Sadie Construction Inc. and LNI have worked together in the past in the Cities of Lynwood, Santa Clarita, National City, and Los Angeles.

Bus Shelters Design Selection

Staff conducted extensive analysis and research regarding bus shelter designs. The process included an on-site meeting with the City of Long Beach to review their bus shelter selection and maintenance procedures. This matter was also discussed in meetings held with the Transportation and Safety Commission and City Council Standing Committees. This project has had a long review process in order to get sufficient input on the final design for the bus shelters.

The new consolidated trolley route recently approved by the City Council has a total of 29 trolley bus stops. Seven trolley stops are the standard size and are shared with Metro (MTA); these stops have old, deteriorating shelters that will be replaced. The other 22 stops are trolley only and are smaller. Thirteen of the trolley stops cannot accommodate a shelter due to right-of-way constraints. However, benches will be installed at these locations with minor modifications to the parkway, such as pouring a new concrete slab. This would require additional costs but can be done in-house. One of the stops, along Foothill Boulevard at the Home Depot/Sam’s Club Shopping Center, is located within City of Los Angeles boundaries; therefore no new shelter or bench will be installed at this location. A Metro shelter and bench is currently erected at this location.

Attached with this report are the three bus shelter designs (Attachment “C”) developed through the RFP process. The following matrix describes the following options:

Design Option	Notes
Option 1 (10’ only) RECOMMENDED	Basic design for residential streets
Option 2 NOT RECOMMENDED	Basic design for residential streets
Option 3 (17’ and 10’) RECOMMENDED	Decorative design for heavily traveled thoroughfares

Award of Contract – Bus Shelters

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Staff Recommendation for Bus Shelter Design

Based on a field study of the new trolley route stops, staff is recommending the following. On main thoroughfares or stops shared with Metro, it is recommended that the decorative shelters be installed. On residential streets, it is recommended that a radius roof shelter be installed. At locations where right-of-way restrictions exist, i.e., lack of American with Disabilities Act (ADA) compliance, existing poles, and trees being too close to allow for the installation of a shelter, etc., a bench will be installed. The decorative shelters will include an ornamental bench, whereas the basic design will include a standard bench.

The locations that would receive a 10' radius roof bus shelter (Option 1 of Attachment "B") are as follows:

- Arroyo Avenue and Borden Avenue
- North Brand Boulevard and Glenoaks Boulevard
- North Brand Boulevard and Fifth Street
- Mott Street and San Fernando Mission Boulevard
- Mott Street and South Workman Street
- South Huntington Street and Hollister Street

The locations that would receive a decorative, 17' bus shelter (Option 3 of Attachment "B") are shared with a Metro stop. The locations are as follows:

- North Maclay Avenue and Fourth Street
- North Maclay Avenue and Fifth Street
- Glenoaks Boulevard and Harding Avenue
- Glenoaks Boulevard and Arroyo Avenue
- South Brand Boulevard and Celis Street (Existing Shelter)
- South Brand Boulevard and Hollister Street
- San Fernando Mission Boulevard and Celis Street (Existing Shelter)

The locations that would receive a decorative, 10' bus shelter (Option 3 of Attachment "B") are as follows:

- North Maclay Avenue and First Street
- San Fernando Mission Boulevard and San Fernando Road
- San Fernando Road near Meyer Street

The locations that would receive a bench only due to right-of-way restrictions as described in Attachment "C" are:

- North Maclay Ave and DeHaven Street (decorative bench)
- North Maclay Avenue and Seventh Street (decorative bench)
- North Maclay Avenue and Eighth Street (decorative bench)
- Harding Avenue at Pioneer Park
- Seventh Street and Harding Avenue

Award of Contract – Bus Shelters

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- North Brand Boulevard and Third Street
- North Brand Boulevard and First Street
- South Brand Boulevard and Mott Street (decorative bench)
- Huntington Street and Griffith Street
- Hollister Street and Kalisher Street
- San Fernando Mission Boulevard and Hollister Street (decorative bench)
- Park Avenue at Recreation Park/Regional Pool Facility

Bus Shelters Maintenance

Several design aspect have been considered to minimize the maintenance requirement of the shelters. The shelters will be powder coated to more easily remove graffiti and grime with the use of graffiti wipes and regularly scheduled power washings. Modular constructed shelters were also selected to more easily make repairs should they experience impacts from a vehicle or acts of severe vandalism. If a post were struck by a vehicle, posts can purchased and easily replaced. If the shelters were constructed using a solid welded piece, the repair would be more difficult and costly to complete.

A minimal number of new decorative trash receptacles are included in this recommendation. The existing plastic trash cans would still be used to keep maintenance costs low. The existing plastic trash cans can be serviced by the refuse hauler as part of the existing contract, whereas the decorative receptacles are more costly to maintain because they require city staff to empty the containers on a frequent basis.

It should also be noted that maintenance costs for the new bus shelters will be expected to increase for the Fiscal Year (FY) 2013-2014. In the current city budget, maintenance is budgeted at \$82,769, but is estimated to increase to \$86,910 in order to properly maintain the new shelters.

Project Budget Considerations

As stated in this report, the primary source of funds for the purchase and installation of the bus shelters are Federal Earmarked Funds, which were awarded to the City for the Compressed Natural Gas (CNG) Trolley System, including infrastructure improvements to support the system. In accordance with the allowed use of the funds, the 16 bus shelters and 28 benches purchased for this project will be used for trolley stops; seven of these locations also happen to include Metro stops. The funds cannot be used for the day-to-day maintenance and operation of the system, which is currently being reviewed to address upcoming budget shortfalls due to dwindling Proposition A, Gas Tax funds which funds the operation.

Although preliminary, staff is estimating a shortfall as early as FY 2014-2015. In order to resolve the shortfall the City will have to identify other sources of funds and/or modifications to the trolley system to support its ongoing operation. Staff is already reviewing fare increases and reduced operating hours as a possible solution. It is also important to note that the Mission City Transit (MCT), the City's on demand transit system, also uses Proposition A funds to pay for ongoing operations. Since the MCT also uses the same source of funds, there is also the potential

Award of Contract – Bus Shelters

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for this system to see a future shortfall. Therefore, staff is also reviewing the budget for the MCT to determine if any cost savings are also possible.

Although unlikely, should the analysis conclude and the City Council decides to eventually discontinue the Trolley System, there are repercussions pertaining to the Federal Earmarked Funds that were used for the purchase of the bus shelters and the trolleys. Under this scenario, the City will have to pay back a portion of the Federal Earmarked Funds based on a depreciation schedule. The pay back cost is not known at this time, since additional discussion with Metro is needed and a date to discontinue the Trolley System would have to be identified.

BUDGET IMPACT:

There is no budget impact to this FY 2012-2013 budget. See Agreement for Professional Services Exhibit “B” for project budget.

ATTACHMENTS:

- A. Contract Agreement
- B. Bus Shelter Design Styles
- C. List of Trolley Stops

ATTACHMENT "A"**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into this 22nd day of January, 2013 by and between the City of San Fernando, a municipal corporation ("CITY") and SADIE CONSTRUCTION, INC., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: update the designs for route maps, informational handout, and website information on the trolley program.

B. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

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

1. DEFINITIONS

A. "Scope of Services": Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

C. "Commencement Date": January 22, 2013

D. "Expiration Date": June 30, 2013

2. CONSULTANT'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services diligently and expeditiously.

C. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Public Works Director (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT 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.

B. Consultant Representative. For the purposes of this Agreement, Kara Weber, Sales Engineer is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

4. CONSULTANT'S PERSONNEL

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of San Fernando business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$217,534.00). CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Administrator, in writing.

B. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked by position, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. CITY will not pay for travel expenses to and from City Hall. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONSULTANT hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONSULTANT in connection with this project. CONSULTANT hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONSULTANT agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONSULTANT executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

A. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, 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 or any of its officers, employees, servants,

agents, subcontractors, volunteers 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.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. CONSULTANT's obligations under this or any other provision of this Agreement 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, its officers, agents, employees and volunteers.

C. CONSULTANT 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 CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT 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 CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers 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.

D. 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. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

E. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. CONSULTANT 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.
4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. CONSULTANT 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. CONSULTANT 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 CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONSULTANT 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. CONSULTANT 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. CONSULTANT 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.

H. The insurance provided by CONSULTANT shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT’s insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT’s employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

K. If CONSULTANT 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 CONSULTANT shall not be construed as a limitation of CONSULTANT’s liability or as full performance of CONSULTANT’s duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

A. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONSULTANT’s services.

B. In the event any claim or action is brought against CITY relating to CONSULTANT’s performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on ten (10) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.

19. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform if CONSULTANT presents acceptable evidence, in CITY's sole judgment that such failure was due to causes beyond the control, and without the fault or negligence of CONSULTANT.

20. 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 CONSULTANT'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:

Attn: Ron Ruiz, Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1222
Facsimile: (818) 361-6728

If to CONSULTANT:

Attn: Steven M. Fields, Secretary/
Treasurer
SADIE CONTRUCTION, INC.
P.O. Box 328
Atwood, CA 92811
Telephone: (714) 315-1205
Facsimile: (714) 961-8920

With a courtesy copy to:

Maribel S. Medina, City Attorney
Meyers Nave
633 West 5th Street, Suite 1700
Los Angeles, CA 90071
Telephone: (213) 626-2906
Facsimile: (213) 626-0215

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

22. PROHIBITION AGAINST ASSIGNMENT

CONSULTANT 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 CONSULTANT.

23. ATTORNEY'S FEES

In the event that CITY or CONSULTANT 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.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT 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 CITY and CONSULTANT.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. 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.

27. 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.

28. 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 have executed this Agreement as of the date first written above.

CITY OF SAN FERNANDO

CONSULTANT: SADIE
CONSTRUCTION, INC.

Don Penman
Interim City Administrator

By: _____
Steven M. Fields
Secretary/Treasurer

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Maribel S. Medina
City Attorney

EXHIBIT “A”**SCOPE OF SERVICES**

The scope of services shall include, but may not necessarily be limited to the following:

1. Provide designs as instructed in the Request for Proposals and/or as directed by Staff.
2. Furnish and Install Bus Shelters
3. Furnish and Install Bus Benches
4. Furnish and Install Solar Powered Lighting

EXHIBIT "B"**FEE SCHEDULE**

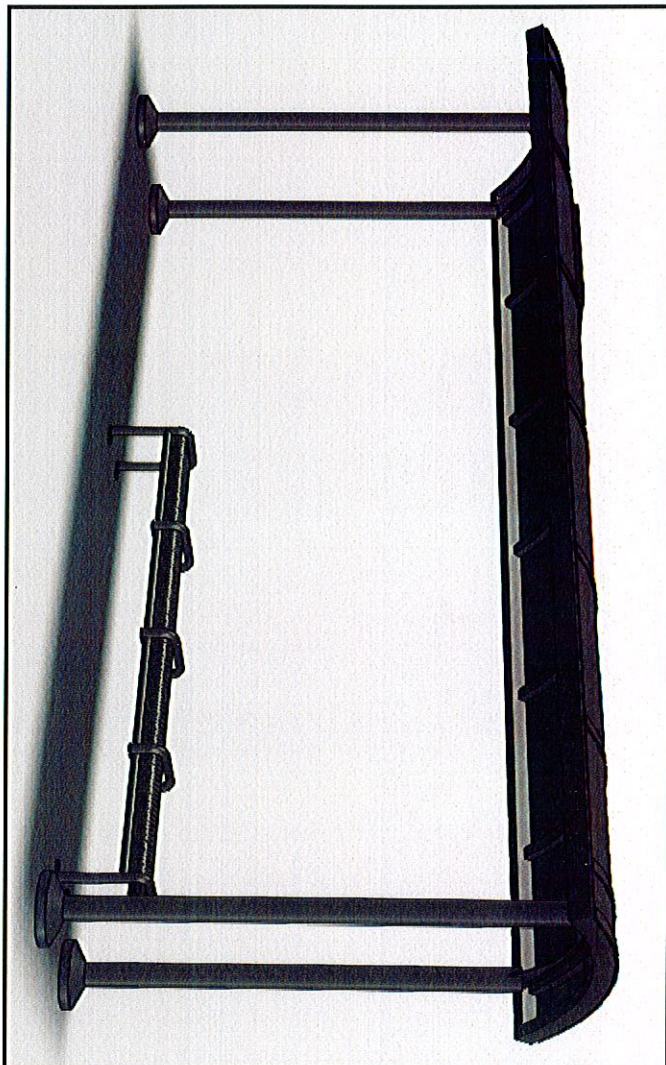
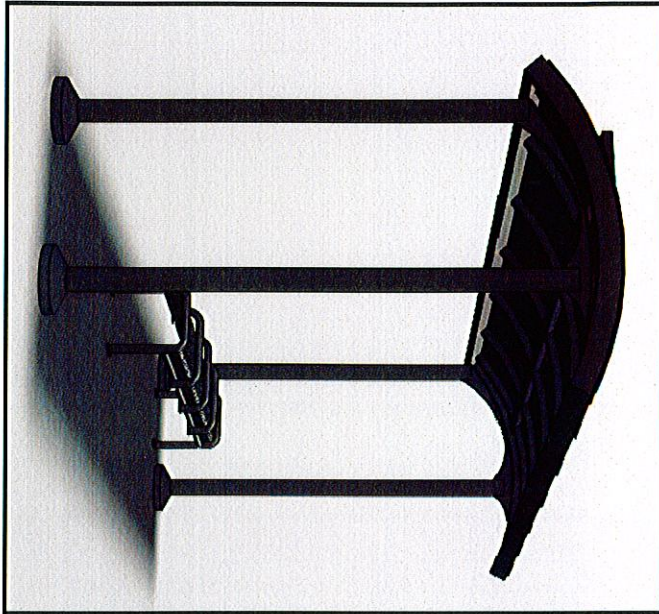
Description	Quantity	Unit Price	Total
16'-8" Decorative, Peak Roof Shelter, Installed Steel Supporting Frame, Powder Coated Ornamental Grill Work & Scrolls Rear Support w/ Cross Member Aluminum Construction Roof 4 post Solar Panel w/ LED Lights 8' Ornamental Bench Logo LED Lighting	7	\$ 15,462.00	\$ 108,234.00
10' Decorative, Peak Roof Shelter, Installed Steel Supporting Frame, Powder Coated Ornamental Grill Work & Scrolls Rear Support w/ Cross Member Aluminum Construction Roof 4 post Solar Panel w/ LED Lights 4' Ornamental Bench	3	\$ 12,400.00	\$ 37,200.00
10' , Radius Roof Shelter, Installed Steel Supporting Frame, Powder Coated Aluminum Construction Roof 4 post Solar Panel w/ LED Lights 4' Standard Bench	6	\$ 10,200.00	\$ 61,200.00
Bench Only, Installed			
4' Standard Bench	7	\$ 700.00	\$ 4,900.00
4' Ornamental Bench	5	\$ 1,200.00	\$ 6,000.00

Subtotal \$ 217,534.00
10% Contingency \$ 21,753.40

Total \$ 239,287.40

San Fernando

Option 1

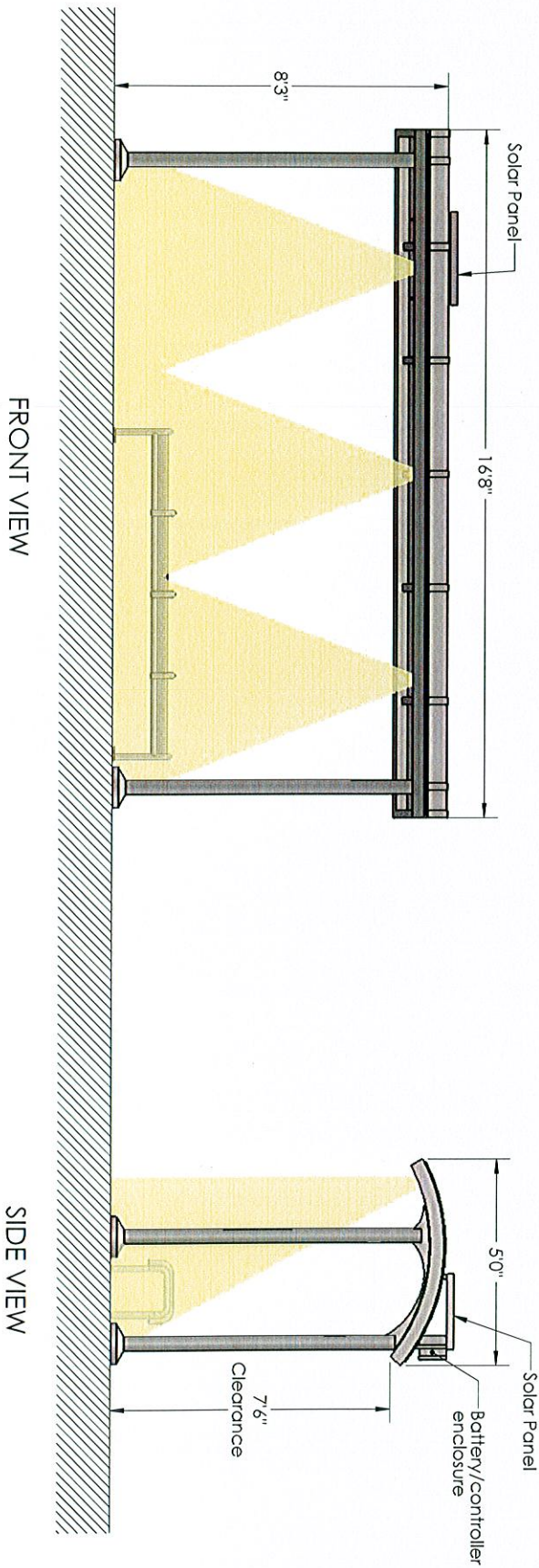
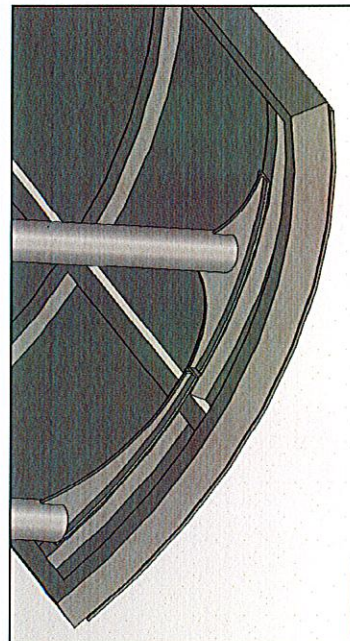
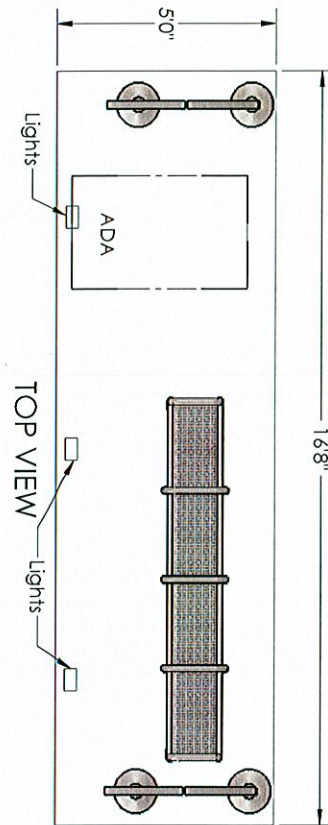


CUSTOM MANUFACTURING
Since 1952



2012 LMI CUSTOM MANUFACTURING INC.
12336 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP://WWW.LMISIGNS.COM

Option 1



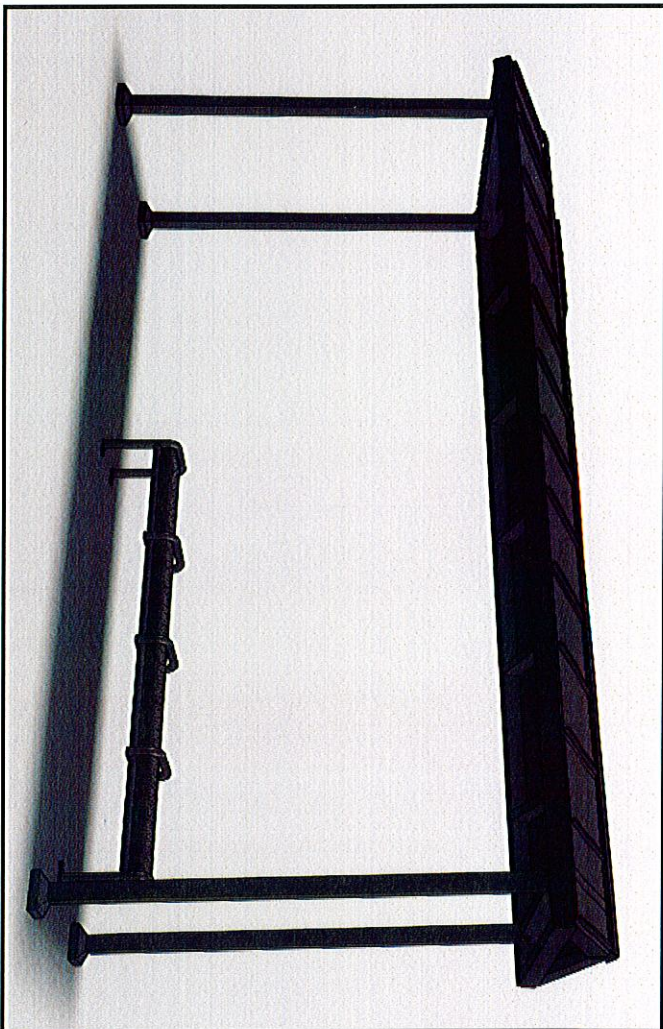
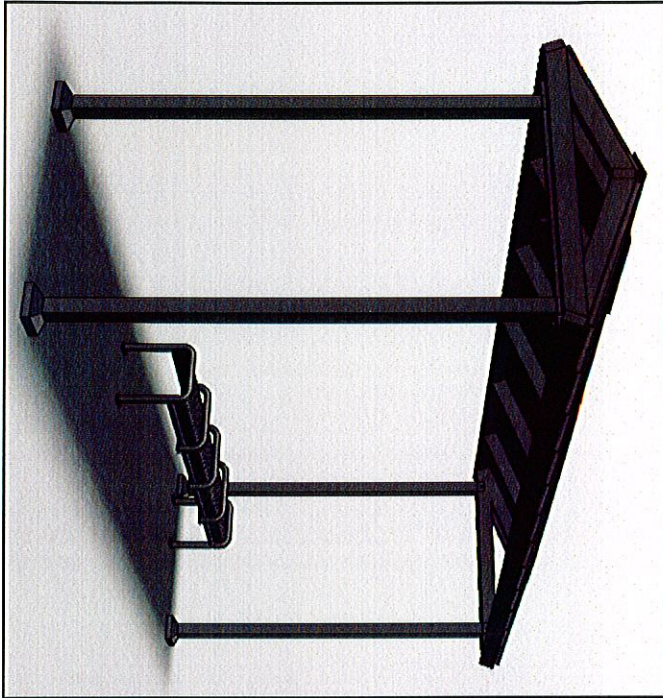
CUSTOM MANUFACTURING
Since 1952



2012 LNI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE., HAYTHORNE, CA 90250
PHONE: 310.978.2000 FAX: 310.978.4000
HTTP://WWW.LNISIGNS.COM

San Fernando

Option 2

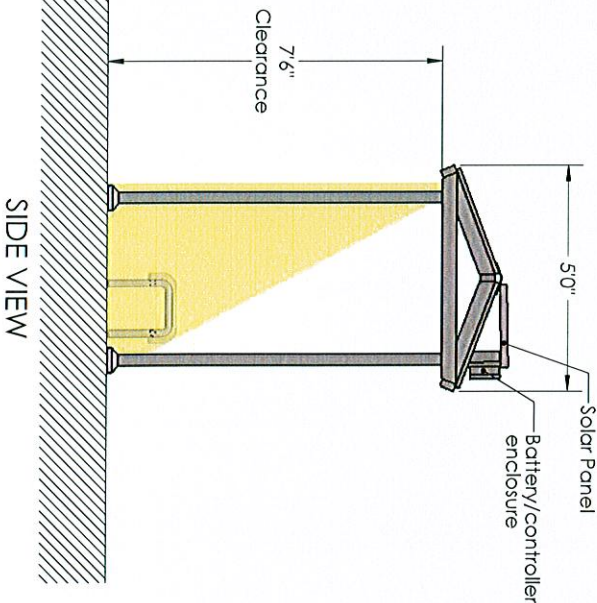
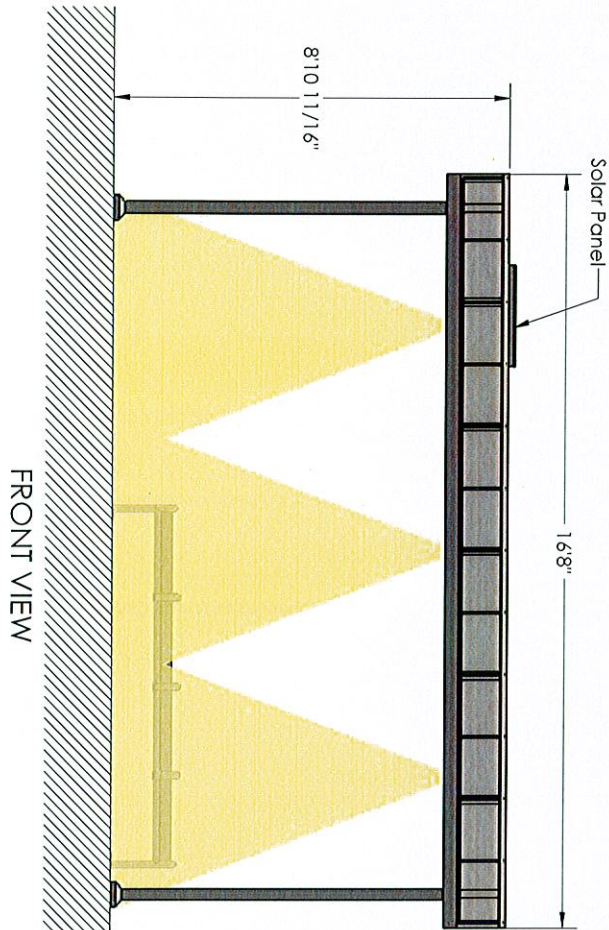
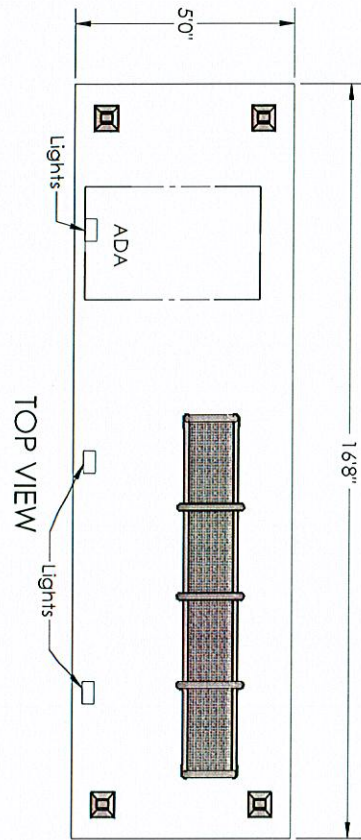


CUSTOM MANUFACTURING
Since 1952



2012 LMI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE., HAYTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
[HTTP://WWW.LMISINGNS.COM](http://www.lmisingns.com)

Option 2



CUSTOM MANUFACTURING
Since 1952

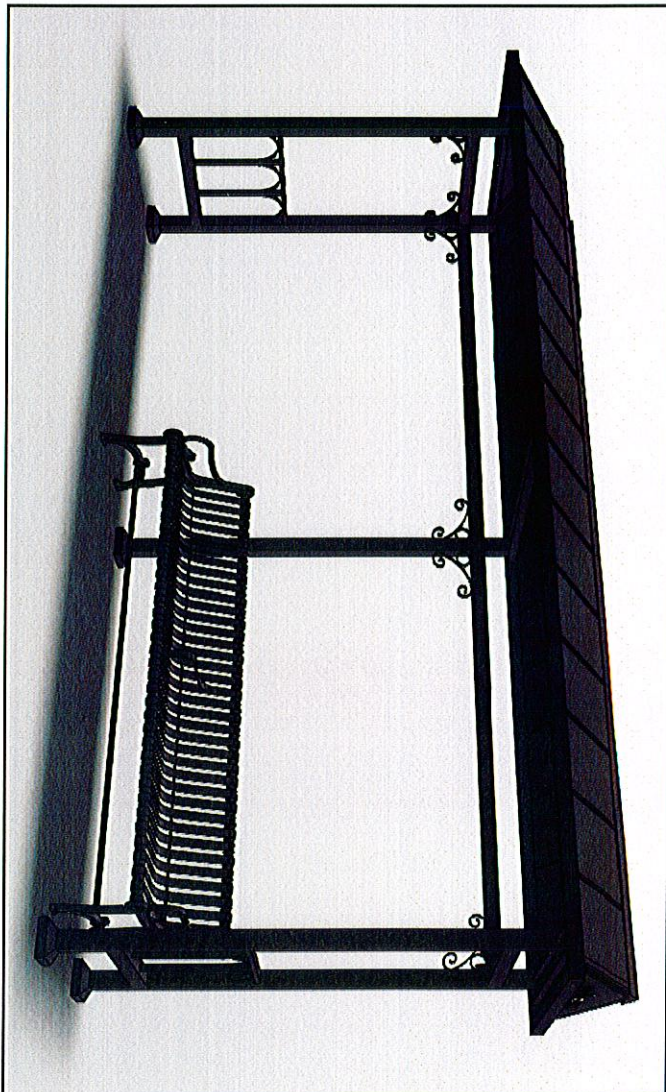


2012 LNI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE. HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP://WWW.LNISIGNS.COM

San Fernando

Option 3

LED Lighted Sign

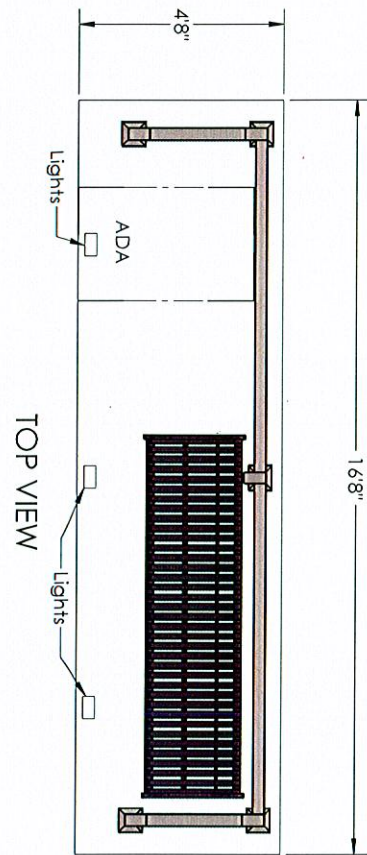


CUSTOM MANUFACTURING
Since 1952

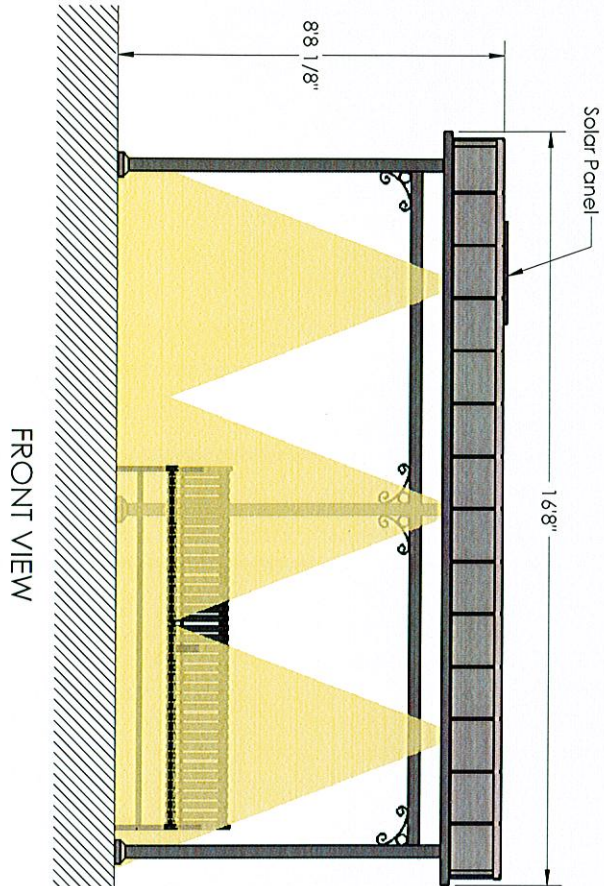


2012 LNI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE. HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
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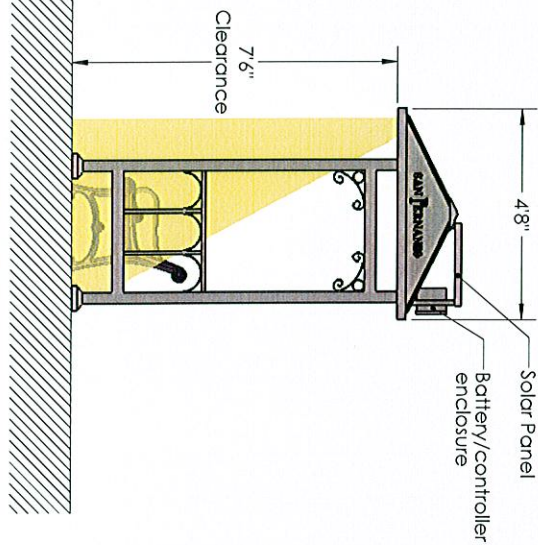
Option 3



TOP VIEW



FRONT VIEW



SIDE VIEW

CUSTOM MANUFACTURING
Since 1952



2012 LMI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP://WWW.LMISIGNS.COM

ATTACHMENT "C"

Trolley Stop #	Stop Street Name	Shelter Size		Bench Only	Comments
		17'	10'		
1	Maclay Ave and First St		X-D		
2	Maclay Ave and Fourth St	X-D			
3	Maclay Ave and Fifth St	X-D			
4	Maclay Ave and DeHaven St			X-D	Lack of space for installation of shelter
5	Glenoaks Blvd and Harding Ave	X-D			
6	Harding Avenue			X-S	Lack of ROW, small sidewalk
7	Seventh St and Harding Ave			X-S	Obstruction to residential frontage
8	Maclay Ave and Seventh St			X-D	
9	Maclay Ave and Eighth St			X-D	
10	Foothill Boulevard	-	-	-	ROW on City of Los Angeles, existing shelter
11	Arroyo Ave and Borden Ave		X-S		
12	Glenoaks Blvd and Arroyo Ave	X-D			
13	Brand Blvd and Glenoaks Blvd		X-S		
14	Brand Blvd and Fifth St		X-S		
15	Brand Blvd and Third St			X-S	Obstruction to residential frontage
16	Brand Blvd and First St			X-S	
17	Brand Blvd and Celis St	X-D			
18	Brand Blvd and Hollister St	X-D			
19	Brand Blvd and Mott St			X-D	Obstruction to residential frontage
20	Mott St and San Fernando Mission Blvd		X-S		
21	Mott St and Workman Ave		X-S		
22	Huntington St and Griffith St			X-S	Lack of ROW, trees planted close together
23	Huntington St and Hollister St		X-S		
24	San Fernando Road		X-D		
25	Hollister St and Kalisher St			X-S	Lack of ROW, trees planted close together
26	San Fernando Mission Blvd and Hollister St			X-D	
27	San Fernando Mission Blvd and Celis St	X-D			
28	San Fernando Mission Blvd and San Fernando Rd		X-D		
29	Park Avenue - SUMMER ONLY			X-S	Seasonal usage

TOTAL 7 9 12

KEY: X-D = Decorative Shelter and/or Bench, X-S = Standard Shelter and/or Bench

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: January 22, 2013

SUBJECT: Award of Copier Lease and Copier Maintenance Agreement

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt a Resolution (Attachment "A") approving a Lease Agreement with De Lage Landen Public Finance, LLC (Exhibit "A") to finance copiers for the City and approve a Maintenance Agreement with Image 2000 (Exhibit "B") to provide copier maintenance services for the City; and
- b. Authorize the Interim City Administrator to execute a Lease Agreement with De Lage Landen Public Finance, LLC that shall not exceed \$71,910 and a Maintenance Agreement with Image 2000 that shall not exceed \$105,318.

BACKGROUND:

1. In July of 2011, the Recreation and Community Services (RCS) Operations Manager met with the Finance Manager to discuss the status of the City copiers and opportunities for lowering City costs.
2. Since August of 2011, RCS staff researched alternative opportunities for copier services, including utilizing national cooperative contracts and agreements.
3. On April 26, 2012, RCS staff contacted Image 2000 about purchasing Sharp copiers utilizing a national cooperative contract by the National Joint Powers Alliance (NJPA).
4. On November 6, 2012, RCS staff contacted NJPA regarding the Sharp Contract #100312-SEC.

Award of Copier Lease and Copier Maintenance Agreement

Page 2

5. On November 30, 2012, RCS staff received a formal cost proposal from Image 2000 for Sharp copiers utilizing a national cooperative contract with NJPA.
6. Since December of 2012, RCS staff has been working with Image 2000 and the City Attorney to develop a lease and maintenance agreement.

ANALYSIS:*National Joint Powers Alliance (NJPA)*

NJPA is a public and member-driven service cooperative agency that serves over 48,000 participating members nationwide. NJPA offers a multitude of contracted products, equipment and service opportunities to education, government and other non-profit entities.

NJPA offers participating members contract purchasing solutions that are leveraged nationally to enable contracted suppliers and member agencies to work more efficiently as they do business with each other. NJPA does this by establishing a business and service alliance between member buyers and contracted suppliers. NJPA provides a valued and successful national purchasing program for a vast array of fields that include technology, health insurance, curriculum, staff, health and safety. The benefits of NJPA national cooperative contracts provide considerable time and resource savings for participating member agencies. These benefits include: 1.) Streamlined contract process to maximize efficiency; 2.) Established bid docs provided and; 3.) Decreased impact of staff reductions and budget cuts. The City of San Fernando is currently a member of NJPA and has access to multiple national purchasing contracts, programs, and services at no cost.

California Legal Purchasing Authority

The California Government Code (Attachment "B") authorizes "public agencies" to participate in cooperative purchasing agreements like those established by NJPA. The state's definition of public agencies include: another state or any state department or agency; a county, county board of education, county superintendent of schools; city; public corporation; public, district, or regional transportation commission of this state or another state. Several cities in the state of California are members of NJPA and participate in their cooperative purchasing agreements. These cities include; City of Compton, City of Downey, City of El Monte, City of Fontana, City of Huntington Beach, City of Long Beach, City of Monterey Park, City of Monrovia, City of Los Angeles, City of Pasadena, and City of Santa Clarita.

NJPA Awards Sharp National Contract

On October of 2012, NJPA released a Request for Proposal (RFP) for a national contract for copiers, imaging equipment, accessories, supplies, and services. RFP's were requested and distributed to Toshiba Business Solutions, Canon USA, Inc, Sharp Electronics, Xerox Corp, and others. Utilizing an 11-step procurement process, NJPA awarded Sharp Electronics a national contract on November 14, 2012. This national contract offers agencies national volume pricing on a complete line of Sharp's digital products. This contract also offers the benefit of purchasing one or multiple models at national contract price levels and includes a complete line of

Award of Copier Lease and Copier Maintenance Agreement

Page 3

equipment accessories and software solutions. The City of San Fernando can benefit from the contract through a local, authorized Sharp dealer to receive the national pricing for cost per copy, purchase, and/or lease options.

Image 2000

Since 1991, Image 2000 has been providing imaging and technology services to businesses in Southern California, which includes; Los Angeles Unified School District, City of Hope, Cedars-Sinai, Big 5, Rydell Automotive Group, and California State University, Los Angeles. The company has in-depth knowledge of both incumbent and emerging digital technologies, their impact on the workplace, and the resultant on the bottom line. Image 2000 is nationally recognized and been ranked in the top 100 office solutions companies in the United States for the years 2005 and 2006. Image 2000 also has an A+ Rating from the Better Business Bureau. They are an authorized dealer of digital copying equipment that includes; Toshiba, Sharp, Copystar, Risograph, Oce, and Kyocera. In addition, Image 2000 is a member of NJPA and is permitted to provide NJPA pricing.

Requested Equipment and Cost Savings

The proposed contract will include a total of six copiers to be placed in City Hall, Public Works, Recreation Park, Las Palmas Park, and the After School Program Office. Image 2000 has created a NJPA Purchase Order to secure the national contract pricing (Attachment "C"). In addition, Image 2000 has facilitated a lease agreement with De Lage Landen Public Finance LLC (DLLPF) and will include NJPA pricing for Sharp copiers for all locations. DLLPF will bill the City monthly for 60 months and will include a \$1.00 equipment purchase option available upon successful completion of all payments. The Maintenance Agreement for all Sharp copiers will be with Image 2000. The City will be billed a national contract price of .0115 cents per copy for black and white images and .06 cents for full color prints. All parts and labor are included plus supplies (excluding paper and staples.) There will be no minimum copies required. The City of San Fernando will be billed monthly only for the copies made. Each month, Image 2000 will gather meter readings from all copier systems and issue a combined statement (with each site listed separately and then combined). It is projected that the City will save approximately \$2,741 per month for a total of \$164,414 over a 60-month period.

Location	# of Copiers	Current Monthly Cost*	Projected Monthly Cost*	Estimated Monthly Savings*
City Hall	2	\$1,827.00	\$1,026.00	\$801.00
Las Palmas Park	1	\$1,044.00	\$547.53	\$496.47
Recreation Park	1	\$1,399.00	\$574.53	\$824.47
After School Program	1	\$1,199.00	\$615.00	\$584.00
Public Works	1	\$225.00	\$190.70	\$34.30
Total	6	\$5,694.00	\$2,953.76	\$2,740.24
*Costs based on current monthly lease charge, maintenance charge (calculated on average copies utilized in previous 12-months), buyout costs, shipping/handling, and staff training.				

Award of Copier Lease and Copier Maintenance Agreement

Page 4

CONCLUSION:

Approval of these agreements will provide City staff quality copiers with innovative features to help streamline daily operation processes. In addition, these agreements will provide the City a savings of approximately \$10,782 for FY 2012-13 and an additional \$25,875 each year thereafter. It is recommended that the City Council adopt a Resolution approving a Lease Agreement to finance copiers and a Maintenance Agreement for copier maintenance services and to authorize the Interim City Administrator to execute a Lease Agreement with De Lage Landen Public Finance, LLC that shall not exceed \$71,910; and a Maintenance Agreement with Image 2000 that shall not exceed \$105,319.

BUDGET IMPACT:

The budget impact to the General Fund for the FY 2012-13 will be a savings of \$10,782.

ATTACHMENTS:

- A. Resolution
- B. California Government Code
- C. Contract Purchase Order

ATTACHMENT "A"**RESOLUTION NO. ____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO APPROVING A COPIER LEASE AND
MAINTENANCE AGREEMENT FOR COPIERS AT CITY HALL,
PUBLIC WORKS, AND RECREATION AND COMMUNITY
SERVICES DEPARTMENTS**

WHEREAS, the City of San Fernando is authorized by California Government Code to participate in cooperative purchasing agreements;

WHEREAS, the City of San Fernando would like receive national volume pricing from the National Joint Powers Alliance (NJPA) contract #100-312SEC for copiers at City Hall, Public Works, and Recreation and Community Services Departments;

WHEREAS, Image 2000 is a member of the National Joint Powers Alliance and authorized dealer to provide NJPA pricing;

WHEREAS, the City of San Fernando would like to enter into a 60-month Lease Agreement with De Lage Landen Public Finance LLC, facilitated by Image 2000; and

WHEREAS, the City of San Fernando would like to enter into a 60-month Maintenance Agreement with Image 2000.

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

SECTION 1. The City Council hereby approves the two agreements for the lease and maintenance of new copiers and copier maintenance support for City Hall, Public Works, and Recreation and Community Services Departments and authorizes the Mayor to execute said agreement, a copy of which is attached to this Resolution as Exhibits "A" and "B".

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 22nd day of January, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

EXHIBIT "A"**DOCUMENTATION INSTRUCTIONS**

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT**1. Bank Qualification Section**

- Read and check box if appropriate

2. Lessee Signature

- Complete and Sign

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Sign and date
- Print name

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Sign and date
- Print name
- Type in Complete Equipment Description to include serial numbers and location addresses (if applicable).

IV. STATE SPECIFIC ADDENDA — (WHEN PROVIDED)

Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, Nc, NJ, NY, OH, TX and OK

- Sign and/or Attest when required

V. ACCEPTANCE CERTIFICATE

- Date the date of equipment acceptance and Sign

VI. 8038 OR GC — IRS FORM

- In Box 2, Enter your Federal ID Number
- Sign. date and write in Name and Title
- 8038GC — Line 6 & 7 Enter Contact Name and Telephone Number
- 8038G — Line 9 & 10 Enter Contact Name and Telephone Number
- The enclosed 8038G or GC Form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

VII. CERTIFICATE OF INSURANCE

- Attach both **Property** and **Liability** Certificates of Insurance showing **De Lage Landen Public Finance and/or Its Assigns** as "loss payee" and "additional insured", respectively.)
- **THE CERTIFICATE MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.**

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:

- Original vendor invoice (if applicable)
- Advance payment check made payable to De Lage Landen Public Finance (if applicable)
- Copy of title/MSO listing De Lage Landen Public Finance &/or Its Assigns as 1st lien holder (if applicable)

ALL DOCUMENTATION SHOULD BE RETURNED TO:

De Lage Landen Public Finance LLC
Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
800-736-0220
Attention: Barbara Wozniak

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name City of San Fernando				Phone Number (818) 898-1200	
	DBA Name (if any)				Purchase Order Requisition Number	
	Billing Address 117 McNeil Street		City San Fernando	State CA	Zip 91340	Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				Please See Attached Equipment Description As "Attachment 2"
Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1	BANK QUALIFICATION By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected
	Full Lease Term (in Months) 60	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____	
	End of Lease Option: \$1		

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.


4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature 	Date
	Title	
	Print Name	
	Legal Name of Corporation City of San Fernando	
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	
	LESSOR	Lessor Signature
Print Name		
Title		
For DE LAGE LANDEN PUBLIC FINANCE LLC		
Lease Number PUB 11896		
Lease Date January 18, 2013		
Vendor I.D. Number K8143		

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**LESSEE: City of San FernandoLEASE NUMBER: PUB 11896LEASE DATE: January 18, 20 13

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is monthly, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the second succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0.00	0.00	0.00	64,366.27	0.00
1	1,198.50	238.66	959.84	63,406.43	65,308.62
2	1,198.50	235.10	963.40	62,443.03	64,316.32
3	1,198.50	231.53	966.97	61,476.06	63,320.34
4	1,198.50	227.94	970.56	60,505.50	62,320.67
5	1,198.50	224.34	974.16	59,531.34	61,317.28
6	1,198.50	220.73	977.77	58,553.57	60,310.18
7	1,198.50	217.10	981.40	57,572.17	59,299.34
8	1,198.50	213.47	985.03	56,587.14	58,284.75
9	1,198.50	209.81	988.69	55,598.45	57,266.40
10	1,198.50	206.15	992.35	54,606.10	56,244.28
11	1,198.50	202.47	996.03	53,610.07	55,218.37
12	1,198.50	198.78	999.72	52,610.35	54,188.66
13	1,198.50	195.07	1,003.43	51,606.92	53,155.13
14	1,198.50	191.35	1,007.15	50,599.77	52,117.76
15	1,198.50	187.61	1,010.89	49,588.88	51,076.55
16	1,198.50	183.87	1,014.63	48,574.25	50,031.48
17	1,198.50	180.10	1,018.40	47,555.85	48,982.53
18	1,198.50	176.33	1,022.17	46,533.68	47,929.69
19	1,198.50	172.54	1,025.96	45,507.72	46,872.95
20	1,198.50	168.73	1,029.77	44,477.95	45,812.29
21	1,198.50	164.92	1,033.58	43,444.37	44,747.70
22	1,198.50	161.08	1,037.42	42,406.95	43,679.16
23	1,198.50	157.24	1,041.26	41,365.69	42,606.66
24	1,198.50	153.38	1,045.12	40,320.57	41,530.19
25	1,198.50	149.50	1,049.00	39,271.57	40,449.72
26	1,198.50	145.61	1,052.89	38,218.68	39,365.24
27	1,198.50	141.71	1,056.79	37,161.89	38,276.75
28	1,198.50	137.79	1,060.71	36,101.18	37,184.22
29	1,198.50	133.86	1,064.64	35,036.54	36,087.64
30	1,198.50	129.91	1,068.59	33,967.95	34,986.99

Sales tax of \$5,314.65 is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**LESSEE: City of San FernandoLEASE NUMBER: PUB 11896LEASE DATE: January 18, 20 13

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is monthly, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the second succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
31	1,198.50	125.95	1,072.55	32,895.40	33,882.26
32	1,198.50	121.97	1,076.53	31,818.87	32,773.44
33	1,198.50	117.98	1,080.52	30,738.35	31,660.50
34	1,198.50	113.97	1,084.53	29,653.82	30,543.43
35	1,198.50	109.95	1,088.55	28,565.27	29,422.23
36	1,198.50	105.91	1,092.59	27,472.68	28,296.86
37	1,198.50	101.86	1,096.64	26,376.04	27,167.32
38	1,198.50	97.80	1,100.70	25,275.34	26,033.60
39	1,198.50	93.72	1,104.78	24,170.56	24,895.68
40	1,198.50	89.62	1,108.88	23,061.68	23,753.53
41	1,198.50	85.51	1,112.99	21,948.69	22,607.15
42	1,198.50	81.38	1,117.12	20,831.57	21,456.52
43	1,198.50	77.24	1,121.26	19,710.31	20,301.62
44	1,198.50	73.08	1,125.42	18,584.89	19,142.44
45	1,198.50	68.91	1,129.59	17,455.30	17,978.96
46	1,198.50	64.72	1,133.78	16,321.52	16,811.17
47	1,198.50	60.52	1,137.98	15,183.54	15,639.05
48	1,198.50	56.30	1,142.20	14,041.34	14,462.58
49	1,198.50	52.06	1,146.44	12,894.90	13,281.75
50	1,198.50	47.81	1,150.69	11,744.21	12,096.54
51	1,198.50	43.55	1,154.95	10,589.26	10,906.94
52	1,198.50	39.26	1,159.24	9,430.02	9,712.92
53	1,198.50	34.96	1,163.54	8,266.48	8,514.47
54	1,198.50	30.65	1,167.85	7,098.63	7,311.59
55	1,198.50	26.32	1,172.18	5,926.45	6,104.24
56	1,198.50	21.97	1,176.53	4,749.92	4,892.42
57	1,198.50	17.61	1,180.89	3,569.03	3,676.10
58	1,198.50	13.23	1,185.27	2,383.76	2,455.27
59	1,198.50	8.84	1,189.66	1,194.10	1,229.92
60	1,198.50	4.40	1,194.10	0.00	0.00
	71,910.00	7,543.73	64,366.27		

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**LESSOR: De Lage Landen Public Finance LLCLESSEE: City of San FernandoLEASE NUMBER: PUB 11896LEASE DATE: January 18, 20 13

Quantity	Description/Serial No./Model No.	Location
1	Sharp MX-4111N Digital Copier With Attachments S/N: _____	117 McNeil Street San Fernando, CA 91340
1	Sharp MX-753N Digital Copier With Attachments S/N: _____	
1	Sharp MX-4111N Digital Copier With Attachments S/N: _____	208 Park Avenue San Fernando, CA 91340
2	Sharp MX-4111N Digital Copiers With Attachments S/N: _____ S/N: _____	505 S. Huntington Street San Fernando, CA 91340
1	Sharp MX-M283 Digital Copier with Attachments S/N: _____	117 N McNeil St San Fernando, CA 91340

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

Attention: _____
(Name of individual who will process payments)

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

INSURANCE INFORMATION

Insurance Agent: _____

Policy Number: _____

Telephone Number: _____

Fax Number: _____

This form completed by: _____
(Name and Title)

CONTACT INFORMATION FOR 8038 FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of San Fernando		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address) 117 McNeil Street		Room/suite	
4 City, town, or post office, state, and ZIP code San Fernando CA 91340		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b \$57,787 32
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: De Lage Landen Public Finance LLC	
13 Vendor's or bank's employer identification number:	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(II).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of January 18, 2013, between
De Lage Landen Public Finance LLC, as Lessor, and City of San Fernando, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>City of San Fernando</u>	
	Signature	Date
	Print Name	
	Title	

07PFDOC055v1



7510 Hazeltine Ave.

Van Nuys, CA 91405

Phone: (818) 781-2200

Fax: (818) 781-8314

www.image-2000.com

Maintenance Agreement

Date:	
Representative:	Joe Blatchford
Start Date:	2/1/2013
End Date:	1/31/2018

Equipment Location	
Company Name:	Please see Addendum A
Address:	
City, State, Zip:	
Contact:	
Phone:	
Fax/E-mail:	

Billing Information	
Company Name:	City of San Fernando
Address:	117 Macneil Street
City, State, Zip:	San Fernando, CA 91340
Contact:	Ismael Aguila
Phone:	818.898.1200
Fax/E-mail:	IAguila@ci.san-fernando.ca.us

Installation and Service Agreement Options: Appropriate categories must be initiated by the Client in the box to the left of the option.			
Full Maintenance		Monthly	
Estimated Charge:		\$1,755.30	
Estimated B/W Copy Allowance:		46,200	
B/W Impression Rate:		\$0.0115	
Estimated Color Copy Allowance:		20,400	
Color Impression Rate:		\$0.0600	
Items not covered: staples, paper, and freight.			
** Based on estimate copies made in 2012. Refer to "Maintenance & Lease Disclosures" section.			

Standard Maintenance		Monthly	
Base Charge:			
Copy Allowance:			
Impression Rate:			
Wide Format Impression Rate:			
Items not covered: toner, developer, fuser rollers, photoreceptors, cleaning blades, drum, fuser oil, waste toner bottles, PM kits, ink, masters, staples, thermal prints screens, drum screens, paper, and freight.			

Transaction Terms			
Maintenance Agreement (Choose One) :		Billing Period:	
<input checked="" type="checkbox"/> Full Maintenance	<input type="checkbox"/> Standard Maintenance	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
<input type="checkbox"/> None (declined)		<input type="checkbox"/> Annually	
		Overages:	
		<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
		<input type="checkbox"/> Annually	

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Sharp MX-4111N	208 Park Ave.	N/A	0	0
Sharp MX-4111N	Las Palmas	N/A	0	0
Sharp MX-4111N	After School Program	N/A	0	0
Sharp MX-4111N	City Hall	N/A	0	0
Sharp MX-M753N	City Hall	N/A	0	N/A
Sharp MX-4111N	Public Works City Yard	N/A	0	0

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms/conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

CUSTOMER ACCEPTANCE

x _____
Customer Signature Date

Name/Title

IMAGE 2000 REPRESENTATIVE

x _____
Image 2000 Representative Date

Joe Blatchford/CEO

Name/Title

Addendum A**Location: City Hall**

117 Macneil Street
San Fernando, CA 91340

1. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
16,700 B/W Copies @ 0.0115 = \$192.05
7,500 Color Copies @ 0.06 = \$450.00
Total = \$642.05 per month
2. Sharp MX-753N Digital System
Large Stapling Finisher
2,000 Sheet Large Capacity Cassette

Location: Parks & Recreation

208 Park Ave.
San Fernando, CA 91340

3. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
9,350 B/W Copies @ 0.0115 = \$107.53
4,650 Color Copies @ 0.06 = \$279.00
Total = \$386.53 per month

Location: Parks & Recreation (Las Palmas)

505 S. Huntington Street
San Fernando, CA 91340

4. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
9,350 B/W Copies @ 0.0115 = \$107.52
4,650 Color Copies @ 0.06 = \$279.00
Total = \$386.53 per month

Location: Parks & Recreation (After School Program)

505 S. Huntington Street
San Fernando, CA 91340

5. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
8,000 B/W Copies @ 0.0115 = \$92.00
3,000 Color Copies @ 0.06 = \$180.00
Total = \$272.00

Location: Public Works City Yard
120 Macneil Street
San Fernando, CA 91340

6. Sharp MX-4111N Digital System

Dual Scan Feeder

2,800 B/W Copies @ 0.0115 = \$32.20

Large Stapling Finisher

600 Color Copies @ 0.06 = \$36.00

(2) 500 Sheet Cassettes

Total = \$68.20

Print/Scan Board

Attachment Kit

Grand Total: \$1,755.30

Maintenance and Lease Disclosure

All maintenance contracts will be billed by Image 2000 at \$0.0115 per copy for black and white images and \$0.06 per copy for full color images with no increases for 60 months. All parts and labor are included plus supplies, minus paper and staples. There will be no minimum copies required. The City of San Fernando will only pay, per month, for the copies you use. Each month Image 2000 will gather meters from all copier systems and issue a combined statement (with each site listed separately and then combined).

Image 2000 Terms and Conditions

SCOPE & COVERAGE This Agreement is between Image 2000 and you, (our Client), and covers the labor and materials for adjustments, repairs and replacement of parts and supplies (where stipulated), as is required by normal use of the Equipment. It is subject to the exceptions herein, and in accordance with these terms and conditions. **It does not cover** costs for installation or de-installation of the Equipment if it is moved by anyone other than our personnel. Damage to the Equipment (or its parts) arising out of a non-Image 2000 installation, or that is caused by misuse; abuse; negligence; attachment of unauthorized components; accessories or parts; usage of sub-standard paper or supplies; or other causes beyond our direct control are not covered by this Agreement, and may subject you to a surcharge or to cancellation of this Agreement. Moreover, we may elect to terminate this Agreement if the Equipment is modified, damaged, altered, or serviced by personnel other than our Authorized Manufacturer-Trained/Certified Technicians. (Or if parts, accessories, etc. are used that do not meet our Manufacturers' product specifications.) In addition, the Agreement does not cover costs related to any repairs due to your (or other non-Image 2000 party's) modifications to software or hardware. You will also be responsible to pay for any &/all items not covered under this Agreement. If meter readings are not automated, you will be required to monitor and provide us with accurate meter readings to facilitate billing.

SERVICE CALLS Will be made during normal business hours to the installation address on the reverse side. Travel and labor time for service calls (after normal business hours, on weekends or on holidays), if and when available, will be charged at the published overtime rates in effect at the time the service call is made. Our personnel will not handle, disconnect or repair unauthorized attachments, components or software applications. (You are solely responsible for disconnecting or reconnecting unauthorized attachments/components. You also hereby indemnify and hold Image 2000 and its Representatives harmless for claims to damages to any unauthorized parts, components or accessories resulting from service performed on the Equipment.) Labor performed during a service call includes lubrication and cleaning of the Equipment, and the adjustment, repair or replacement of parts described below. In the event that the Equipment is non-operational for 3 business days after a service call, we will provide a Loaner at No Charge. Expenses incurred (for supplies or copies used in the course of our providing service), are non-recoverable. We are not responsible for service delays resulting from a manufacturer's non-availability of the parts or supplies necessary to complete the service call.

REPAIR & REPLACEMENT OF PARTS All parts and supplies necessary to the operation of the Equipment, (during normal and reasonable usage, with the exception of those listed below), are subject to the general scope of coverage, and will be furnished at no additional cost. (Photoconductors are a primary exception; i.e. copy drums -- unless the copier, MFP or fax is covered by a **Full Maintenance Agreement**). Unless otherwise stated, a **Full Maintenance Agreement** covers all parts, labor, repairs, toner, and ancillary supplies except paper, staples and toner waste tanks.

RECONDITIONING THIS IS NOT APPLICABLE TO EQUIPMENT COVERED BY OUR CONTINUOUS MAINTENANCE GUARANTEE. In all other cases, rebuilding or major overhauls of Equipment is not covered. When, or in our sole discretion we determine that Reconditioning is required, (as a result of expected wear and tear of materials, and age factors caused by normal office-environment usage), in order to keep the Equipment operational, we will provide you with a written estimate as to repairs and costs. (These will be in addition to those due under this Agreement.) If you do not authorize Reconditioning, we may discontinue service under this Agreement and refund the unused portion), or we may elect not to renew the Agreement when it expires. Thereafter, our service and technicians may only be made available on a "Per Call" basis, based on published rates in effect at the time of service.

USE OF IMAGE 2000 SUPPLIES If you use supplies in the Equipment other than those we provide, and if such supplies are defective or deemed unacceptable and cause abnormally frequent service calls or problems relative to the Equipment, we may elect to charge you for contaminated parts, assess a surcharge or terminate this Agreement. In the event of Termination, you may be offered service on a "Per Call" basis, again based on published rates at the time of service. (However, it is not a condition of this Agreement; that you use only our manufacturers' authorized supplies.)

SUPPLY-INCLUSIVE CONTRACTS If supplies are included in the service provided under this Agreement, we will supply you with toner, ink and developer, (based on normal yields), unless otherwise stated. If your usage of the supplies **exceeds 15%** of the Equipment manufacturer's published yield, we will subsequently invoice you for the excess. You hereby **agree to pay for this excess at our current retail prices then in effect, less 20% discount**. Additionally, we reserve the right to charge for shipping and handling.

SPECIFICATIONS In order to insure optimal performance, it is imperative that some Equipment be plugged into a Dedicated Line that complies with the manufacturer's electrical specifications. These power standards are required by UL and/or local safety regulations. You must also provide proper space requirements -- as specified by the manufacturer -- allowing ample room for us to move the Equipment to perform service.

CHARGES The initial non-refundable cost for maintenance under this Agreement is stipulated on the reverse side. This fee shall be increased to include applicable sales tax. The annual maintenance costs relative to any renewal term of the Agreement will be the charge in effect plus up to 10% when renewed. You agree to pay all fees within 10 days of invoicing, as well as, the administration fee for the processing of invoices. If the Equipment is moved to a new Image 2000 service territory, we have the option to charge, and you agree to pay the difference in published maintenance charges between the current territory and the new territory (on a pro-rata basis).

TERM This Agreement becomes effective upon our receipt of the initial non-refundable maintenance charge (provided on the reverse side of this Agreement), or if you are billed in arrears, it becomes effective on the date indicated in the "Start Date", and will continue for the specified period. In the event your usage reaches or exceeds the allowance specified, (prior to the expiration of the 1-year term), a New Contract can be negotiated -- or you will be charged for all excess meter clicks (overages), at the rate on the reverse side until the end of the initial contract term. **Your service contract will automatically renew each year, unless 30-days written notice is given stating your desire not to renew.** At the time of renewal, your contract will be evaluated, and is subject to a rate increase and/or revision. (The same 30-day written notice also applies to us with respect to notifying you of our intent to withdraw as you Service Provider.) If you elect to trade in your equipment, or upgrade through us, the unused portion of your service contract will be applied as a credit toward your new service contract.

EVENT OF DEFAULT AND TERMINATION If you fail to pay any portion of the invoiced charges relative to maintenance or parts, within the time parameters in which they are due, or if you fail to duly perform any covenant, condition or limitation of this Agreement, it constitutes an Event of Default. Upon an Event of Default we may elect to: (I) Refuse to service the Equipment; (II) Provide service on a C.O.D "Per Call" basis; and/ or (III) Terminate the Agreement. Within sixty (60) days of the expiration or termination of this Agreement, we will provide an itemized invoice for any fees due, including "Per Call" fees. Except where otherwise noted, once these invoiced amounts are paid, your liability/obligation to us will cease. If we are forced to terminate due to your breach of this Agreement, we shall be entitled to payment for all work in progress in addition to reimbursements for any out-of-pocket expenses.

FULL AGREEMENT This Agreement constitutes the entire agreement/understanding between both parties, (Image 2000 and our Client), pursuant to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and may not be added to, modified, supplemented or waived in any way except in writing and signed by both parties. (Excluding pricing changes previously noted herein.)

SUCCESSORS AND ASSIGNS This Agreement is binding on the parties hereto, their heirs, successors and assigns, and may not be unilaterally assigned by either party without the written consent of the original parties.

SEPARABILITY OF PROVISIONS Each provision of this Agreement shall be considered separable. If for any reason any provision, (that is not essential to the effectuation of the basic purposes) is determined invalid or contrary to existing or future laws, such invalidity shall not impair the operation of, nor affect the valid provisions of this Agreement.

COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. (A faxed signature of this Agreement bearing authorized signatures may be treated as an original.)

HOLD HARMLESS In no event shall Image 2000 be liable for any incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information arising out of or the inability to use the product: i.e. the Equipment, Software or other Hardware. You acknowledge that the service coverage is such that MFP Equipment may continue to provide copies but not function as a printer. You are solely liable for these types of repairs unless covered by a Network Connectivity Maintenance Agreement. (This Agreement is applicable to print volume only services and excludes help desk support, network support, software application support and any other connectivity support services.) **** Image 2000 will repair the machine, as well as, deliver a loaner if a machine has not been working for 3 business days. The only cost will be for the copies made on the loaner at the time of the customer's machine being repaired in shop. In the case of software malfunction with a machine (i.e. printing to a machine, network issues, and etc.) this will be a separate cost from the service agreement.**

FORCE MAJEURE Image 2000 shall not be liable to you for any failure or delay caused by events beyond our control, including, without limitation, your failure to furnish necessary information; sabotage; failures or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor; fuel; raw materials; machinery; or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority; instrumentality or agency. **DATA CLEANSING OR HARD**

DRIVE REMOVAL Upon termination of this Agreement, **you may request our Data Cleansing or Hard Drive Removal services.** (To overwrite, reformat or remove the HDD(s) residing on your Equipment.) We offer TWO options as listed on our Data Cleansing or HDD Removal hand-out. It is understood that you are solely responsible for protecting and/or removing any confidential data/images stored on your Equipment. Under no circumstances, are we liable for any damages including special, exemplary, punitive, incidental, or consequential damages, regardless of the claim, that result from any information/data left on your Equipment's HDD. **(We DO NOT automatically delete, cleanse, overwrite, or otherwise modify HDDs upon termination of any Service Agreement.)**

NO WARRANTY Image 2000 disclaims all warranties (express or implied), including any implied warranties of merchantability, technical compatibility, fitness for use, or fitness for a particular purpose. As such, you agree that we are not responsible for direct, incidental or consequential damages including, but not limited to, the loss of equipment usage, unless caused in whole or in part by us. **** The service/warranty contract will be covered by Image 2000 for the machines under this contract. We cover all parts and supplies, as well as, we have support from the manufacturer.**

INSURANCE You are responsible for all costs related to obtaining and maintaining insurance as pertains to any injury claims and/or property damage, (including commercial and general liability insurance), with respect to use of the provided equipment, goods and/or machinery.

ATTACHMENT "B"

California cooperative purchasing is authorized by the "Joint Exercise of Powers Act".

**California Code
California Government Code
Title 1 General
Division 7 Miscellaneous
Chapter 5 Joint Exercise of Powers
Article 1 Joint Powers Agreements**

6502. If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised....

NJPA Interpretation

The statute authorizes "public agencies" to participate in cooperative purchasing agreements like those established by NJPA. The State's definition of public agencies include another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state.

NJPA is not an attorney and is not qualified to give legal advice to its Members. The information contained in our website and other media are provided for informational purposes only and cannot be considered legal advice. Any conclusions drawn by our members based on the information provided shall be arrived at by the Member.



NJPA CCR Sharp Contract Purchase Order

Sharp Contract # 100312-SEC

Effective 11-14-12



Installing Dealer	Image 2000	City	Van Nuys	Email	Joeb@image-2000.com
Acct #		State			
Dealer Information			Customer Information		
Dealership	Image 2000	Account Name	City of San Fernando		
Account #		Billing Address	117 Macneil Street		
Address	7510 Hazeltine Ave	Physical Address			
City, State Zip	Van Nuys, CA 91405	City State Zip	San Fernando, CA 91340		
Phone	(818) 781-2200	Contact & Phone	(818) 898-1200		
Email	joeb@image-2000.com	Email	aguila@ci.san-fernando.ca.us		
Lease Information					
Lease Company	DLL Public Finance	Contact Person	Steve Chulick		
Phone/Extension	(916) 933-8526	Bill Lease Company	X Yes ___ No		
Customer Purchase Order					
Customer PO #					
Model/Description/Package	Quantity	Unit Price	Price Extension		
Sharp MX4111N	4	\$6,344.00	\$25,376.00		
Dual Scan Feeder	4	\$0.00	\$0.00		
Large Stapling Finisher	4	\$1,404.00	\$5,616.00		
(2) 500 Sheet Cassette Units	4	\$442.00	\$1,768.00		
Attachment Kit	4	\$203.00	\$812.00		
Sharp MX-753N	1	\$8,926.00	\$8,926.00		
Large Stapling Finisher	1	\$1,745.00	\$1,745.00		
2,000 Sheet Cassette	1	\$0.00	\$0.00		
Sharp MX-M283N	1	\$3,620.00	\$3,620.00		
Inner Finisher	1	\$624.00	\$624.00		
Deluxe Cabinet	1	\$97.00	\$97.00		
Fax Expansion Kitf	1	\$452.00	\$452.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
Total:			\$49,036.00		

Customer Acceptance

The undersigned agrees that the Sharp equipment described above is purchased based on the terms and conditions specified under NJPA Sharp Contract # 100312-SEC. Participating Membership with the National Joint Powers Alliance (NJPA) is encouraged for the benefit of the customer. Membership is at no cost and allows access to multiple national purchasing contracts, programs and services. NJPA Participating Members do not claim any NJPA organizational proprietary interest and are indemnified and held harmless of all organizational claims, liabilities or actions. For contract procurement files, contract supporting documents and NJPA online membership registration, go to www.njpacoop.org. Terms Net 45, 18% per annum.

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

Joe Blatchford, CEO Dealer Printed Name Dealer Signature & Date 1/16/2013	Dealer Acct. # 	Customer Printed Name
Customer Signature & Date		

NJPA - 202 12th St NE, PO Box 219, Staples, MN 56479 Fax Orders To: 218-894-5495	
Machel Marshall 218-894-5484 Machel.Marshall@njpacoop.org	www.njpacoop.org Carol Jackson 218-894-5481 Carol.Jackson@njpacoop.org



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POLICE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Robert Parks, Interim Chief of Police

DATE: January 22, 2013

SUBJECT: Purchase and Installation of 4G Wireless Modems for Police Vehicles

RECOMMENDATION:

It is recommended that the City Council approve the purchase and installation of four 4G wireless modems and related equipment for four police vehicles in an amount not to exceed \$6,000.

BACKGROUND:

In 1997 San Fernando Police Department (Department) received a technology grant in the amount of \$175,000 for the purchase and implementation of a Mobile Data Terminal (MDT) computer system for the Department's police and parking enforcement vehicles. This project was implemented by utilizing the City of Inglewood's existing system and communicating through a UHF data radio (RF) which was the only known affordable technology at that time.

Since then, technology has evolved and in October 2006, the Department purchased the most advanced technology which was 2G wireless modems (17 total for each police and parking enforcement vehicle in our fleet).

Technology continues to advance as do the needs of the Department. In March 3, 2009, the Department (City) was awarded a technology grant in the amount of \$1,050,000. With this grant, Motorola/Advanced Electronics was given the task to equip and implement the "Virtual Patrol" concept.

Virtual Patrol is video surveillance currently utilized in the parks, police vehicles and the Communication Center (mobile workstations and handheld computer devices). Virtual Patrol is interconnected by the Motorola MESH Network and the City's existing network system. Because of the increased demands placed on technology, the MDT computer system (using the 2G wireless modems) are extremely slow and incompatible with current technology.

Purchase and Installation of 4G Wireless Modems for Police Vehicles

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ANALYSIS:

Upon closer examination of our current 2G wireless modems, it has been determined that they are extremely slow for current technology; the purchase of new 4G wireless modems will increase speed and capability. The Department will use funds from the State Asset Forfeiture Account which is solely used by the Department either to purchase equipment and/or fund a police personnel position.

The Department received three bids for the 4G wireless modems and Industrial Networking Solutions (I.N.S.) is the lowest bid (\$3,877.81). The installation will be done by Motorola/Advanced Electronics for no more than \$500 per vehicle. The total cost for the purchase and installation of the equipment for four police vehicles will not to exceed \$6,000.

CONCLUSION:

The San Fernando Police Department has established the need to implement the first phase of the replacement of wireless modems for the police and parking enforcement vehicles. To start this process, the Department will utilize funds from the State Asset Forfeiture Fund.

Staff is recommending that the City Council approve the purchase of four 4G wireless modems and related equipment from I.N.S. installation by Motorola/Advanced Electronics in an amount not to exceed \$6000 by utilizing the San Fernando Police Department's State Asset Forfeiture Fund Account #20-3875-0000.

BUDGET IMPACT:

None.

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers
FROM: Don Penman, Interim City Administrator
DATE: January 22, 2013
SUBJECT: Appointment of Interim Finance Director

RECOMMENDATION:

It is recommended that the City Council authorize the Interim City Administrator to negotiate and execute an agreement with MuniTemps to provide a temporary Interim Finance Director until the position can be filled on a permanent basis.

BACKGROUND:

With the departure of the former City Administrator, who also served as Finance Director, the City has been without a Director to manage the finance operations of this City. With the financial struggles the City has encountered over the past several years, it is imperative that a full-time Finance Director be retained as soon as possible solely dedicated to managing the City's finance operations.

ANALYSIS:

A full recruitment to fill the Finance Director position will require approximately four months. As noted above, it is imperative to fill this position as soon as possible to strengthen the City's finance operations and assist in managing the City through these difficult financial times.

The Fiscal Year 2011-12 audit (Comprehensive Annual Financial Report-CAFR) is essentially complete which will address the City's current financial position, and staff is continuing to work on reports related to the dissolution of the redevelopment agency. Additionally staff is working on the Mid-year Budget review and the City will be commencing the budget process for next fiscal year in the near future. With this workload and all the financial challenges, it would be most prudent to hire an Interim Finance Director as soon as possible to help address these challenges now.

In the future, the City can commence a recruitment to hire a full-time permanent Finance Director. The City likely would have a better chance of attracting quality candidates once our

Appointment of Interim Finance Director

Page 2

financial status is known as candidates will want to know the challenges they will face and the City can select the candidate with the best skill set to address the challenges.

Staff contacted a number of sources to secure the services of an Interim Finance Director, including the California League of Cities and firms who specialize in providing interim staffing services to public agencies. A number of potential candidates were currently not available due to other commitments with public agencies, or they had already reached or were near the number of hours (i.e., 960 hours) that CalPERS will allow a retired annuitant to work in a fiscal year.

Some candidates or firms required hourly rates that were in excess of what our pay schedule provides for this position, which is \$8,732 to \$10,613 per month. Nevertheless, staff believes we must proceed as soon as possible to retain a qualified Finance Director, initially on an interim basis.

CONCLUSION:

San Fernando Personnel Policies Rule VIII, Section 1 – Appointments states: All appointments to positions in the classified service, below that of a Department Director, shall be made by the Department Director with the approval of the Administrative Officer. All Department Directors shall be appointed by the Administrative Officer subject to confirmation by the City Council.

Two qualified candidates were interviewed, one from the staffing services firm of MuniTemps and another candidate that is currently not employed; staff is recommending Rafaela King from MuniTemps for the position. She has significant experience in public finance and her reference checks were very positive.

The work of the new Finance Director will technically be provided through a contract with MuniTemps and will not be an employee, though since this is a Department Head position the City Administrator is recommending that the City Council approve the Administrator's selection of Rafaela King to the position of Interim Finance Director.

BUDGET IMPACT:

No funds were budgeted in the Finance Department for a Director as the position was combined with the City Administrator position this year and the funds were included in the Administration budget not the Finance budget. In this particular case, the City will be contracting with MuniTemps to provide an individual, Rafaela King, to serve as Interim Finance Director. The City would be billed on an hourly basis by MuniTemps at the rate of \$85 per hour. There are some salary savings in the Finance Department budget this year of \$120,000 as the vacant Senior Accountant position was budgeted, but was frozen and not filled. It would be staff's recommendation to fill the Interim Finance Director position through an agreement with MuniTemps, transfer salary savings from the vacant Senior Accountant position to operating expenses and closely monitor the department expenditures and bring back a budget amendment to appropriate additional funds later in the fiscal year if that becomes necessary.

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CITY COUNCIL

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Councilmember Jesse H. Avila

DATE: January 22, 2013

SUBJECT: Appointment to Education Commission

I recommend that Victor Ponce be appointed as my representative to the Education Commission.