



*Mayor Sylvia Ballin • Mayor Pro Tem Robert C. Gonzales  
Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Antonio Lopez  
City Manager Brian Saeki*

**SAN FERNANDO CITY COUNCIL**  
**REGULAR MEETING NOTICE & AGENDA**

**APRIL 21, 2014 – 6:00 PM**

**COUNCIL CHAMBERS**  
**117 MACNEIL STREET**  
**SAN FERNANDO, CA 91340**

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Jr. Police Cadet Nestor Garcia

**APPROVAL OF AGENDA**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

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

**RECESS TO CLOSED SESSION**

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
G.C. §54956.9(b)(2)  
Three potential actions involving significant exposure to litigation.
- B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(d)(2) AND 54956.9(e)(1) AND 54956.9(d)(4)  
Conference with Legal Counsel to discuss facts and circumstances that may create liability for the City as relates to the delivery of certain public safety services and related discussion of potential causes of actions City may have arising out of the same facts and circumstances.  
One (1) matter.



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- C) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
G.C. §54956.9(d)(1)  
Name of Case: City of San Fernando et al v Wantanabe  
LASC Case No.: 34-2013-80001550-CU-WM-GDS
- D) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. §54957.6  
Designated City Negotiator: Brian Saeki, City Manager  
Employees and Employee Bargaining Units that are the Subject of Negotiation:  
San Fernando Management Group (SEIU, Local 721)  
San Fernando Public Employees' Association (SEIU, Local 721)  
San Fernando Police Officers Association  
San Fernando Police Officers Association Police Management Unit  
San Fernando Police Civilian Association (SEIU, Local 721)  
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)  
All Unrepresented Employees

**RECONVENE AND ANNOUNCE CLOSED SESSION ACTION**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

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

**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE MINUTES OF APRIL 7, 2014 – REGULAR MEETING**
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-042**
- 3) NOTICE OF COMPLETION FOR LOPEZ ADOBE ANCILLARY BUILDING AND LANDSCAPING PROJECT**

Recommend that the City Council:



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- a. Accept the improvements as constructed by IBN Construction, Incorporated and consider the work complete;
- b. Authorize the City Manager and the City Clerk to sign and file the Notice of Completion with the Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the 10% retention amount after the 35-day lien period from the date the Notice of Completion is recorded.

**4) ADOPTION OF ORDINANCE NO. 1632 ADDING ARTICLE VI (STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION) TO CHAPTER 74 (STREETS SIDEWALKS AND OTHER PLACES) OF SAN FERNANDO CITY CODE, ADOPTING THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)**

Recommend that the City Council waive full reading of Ordinance No. 1632 and adopt by title only, "An Ordinance of the City of San Fernando, Adding Article VI (Standard Specifications for Public Works Construction) to Chapter 74 (Streets Sidewalks and Other Places) of San Fernando City Code, Adopting the 2012 Edition of the Standard Specifications for Public Works Construction".

**5) CONSIDERATION OF CO-SPONSORSHIP OF HELP-PORTRAIT SAN FERNANDO 2014**

Recommend that the City Council:

- a. Approve City co-sponsorship of Help-Portrait San Fernando 2014 with Alas Media;
- b. Approve the use of the City seal on Alas Media print material; and
- c. Consider approval of waiving fees for use of Las Palmas Park for Help-Portrait Event.

**6) CONSIDERATION TO APPROVE A CONTRACT EXTENSION FOR PROFESSIONAL AUDITING SERVICES WITH VAN LANT & FANKHANEL, LLP**

Recommend that the City Council approve a one year extension of the Contract for Professional Auditing Services with Van Lant & Fankhanel, LLP for the Fiscal Year 2013-2014 audit with an option to renew for two additional one-year terms.

**7) CONSIDERATION OF CO-SPONSORSHIP OF THE SAN FERNANDO BIKEWAY CLEAN-UP EVENT**

Recommend that the City Council approve City co-sponsorship of the San Fernando Bikeway Clean-up Event on Saturday, May 3, 2014, with the Kiwanis Club.



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## ADMINISTRATIVE REPORTS

### 8) CONSIDERATION TO APPROVE PARTNERSHIP WITH KADIMA CONSERVATORY OF MUSIC

Recommend that the City Council:

- a. Approve the City partnership with Kadima Conservatory of Music; and
- b. Authorize the City Manager to execute a Cooperative Use Agreement (Contract No. 1744) with Kadima Conservatory of Music.

### 9) CONSIDERATION TO REMOVE PARKING METERS IN THE PUBLIC PARKING LOT BEHIND CITY HALL

Recommend that the City Council:

- a. Approve the removal of the 13 parking meters in the public parking lot behind City Hall; and
- b. Adopt Resolution No. 7596 approving the removal of the 13 parking meters in the public parking lot behind City Hall.

## COMMITTEE/COMMISSION LIAISON UPDATES

## 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: April 17, 2014 (1:00 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](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk'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**

**APRIL 7, 2014 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Pro Tem Robert C. Gonzales called the meeting to order at 6:03 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Mayor Sylvia Ballin (notified staff that she would not be attending the meeting)

**PLEDGE OF ALLEGIANCE**

Led by Amanda Alcala (eighth grader from Vista Middle School).

**PRESENTATION**

The following presentations were made:

- a) APRIL – BONE MARROW AWARENESS MONTH
- b) RECOGNITION OF CESAR CHAVEZ ART CONTEST WINNERS

**APPROVAL OF AGENDA**

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

**SAN FERNANDO CITY COUNCIL****MINUTES – April 7, 2014****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

John Arroyo complained about shopping carts.

Eugene Hernández talked about the art contest students that were recognized and suggested that, instead, the City should name a park named after Cesar Chávez.

**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE MINUTES OF:
  - a) FEBRUARY 18, 2014 – REGULAR MEETING
  - b) MARCH 17, 2014 – SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-041
- 3) CONSIDERATION OF SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS REPORT

By consensus, the motion carried.

**PUBLIC HEARING**

- 4) CONSIDERATION TO ADOPT ORDINANCE NO. 1632 ADDING ARTICLE VI (STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION) TO CHAPTER 74 (STREETS SIDEWALKS AND OTHER PLACES) OF SAN FERNANDO CITY CODE, ADOPTING THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)

Mayor Pro Tem Gonzales declared the Public Hearing open.

Interim Public Works Director Marlene Miyoshi presented the staff report.

The following individuals spoke in support of adopting the ordinance:

Stormy Haupt  
John Arroyo  
Paul Luna

**SAN FERNANDO CITY COUNCIL****MINUTES – April 7, 2014****Page 3**

There being no further comments, Mayor Pro Tem Gonzales closed the public comment portion of the Hearing.

Motion by Councilmember Avila, seconded by Councilmember Lopez, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1632 “An Ordinance of the City of San Fernando, Adding Article VI (Standard Specifications for Public Works Construction) to Chapter 74 (Streets Sidewalks and Other Places) of San Fernando City Code, Adopting the 2012 Edition of the Standard Specifications for Public Works Construction”.

The motion carried with the following vote:

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

**NEW BUSINESS****5) CONSIDERATION TO APPROVE THE SEWER SYSTEM MASTER PLAN**

Interim Public Works Director Miyoshi presented the staff report. She and consultant Yazdan T. Emrani (Hall & Foreman, Inc.) replied to questions from Councilmembers.

Motion by Councilmember Lopez, seconded by Councilmember Avila, to approve the Sewer System Master Plan for the City of San Fernando, pursuant to requirements of the Los Angeles Regional Water Quality Control Board. By consensus, the motion carried.

**6) CONSIDERATION TO CO-SPONSOR 2014 EL CENTRO DE AMISTAD COMMUNITY MENTAL HEALTH DAY**

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report.

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

- a) Approve City co-sponsorship of the 2014 Community Mental Health Day with El Centro De Amistad, Inc.; and
- b) Approve the use of the City seal on El Centro De Amistad print material.

By consensus, the motion carried.

**7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE SAN FERNANDO REGIONAL POOL FACILITY PARKING LOT**

**SAN FERNANDO CITY COUNCIL****MINUTES – April 7, 2014****Page 4**

Interim Public Works Director Miyoshi presented the staff report and replied to questions from Councilmembers.

City Attorney Olivarez reported that a protest letter was received from one of the contractors. Staff analyzed and considered the merits of the protest letter and after considering all of the evidence, determined that the bidding process was fair, objective, and that none of the bidders had been given an unfair advantage over the others (including the contractor recommended by staff).

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Avila, to:

- a. Accept the lowest responsive bid in the amount of \$236,058.42 from E.C. Construction for the construction of the new parking lot;
- b. Authorize the City Manager to execute Contract No. 1741 with E.C. Construction in an amount not to exceed \$236,058.42; and
- c. Authorize the City Manager to approve change orders not to exceed 10% of contract amount.

By consensus, the motion carried.

**CONTINUED BUSINESS****8) CONSIDERATION OF FISCAL YEAR (FY) 2013-2014 MID-YEAR BUDGET FOLLOW-UP REPORT**

Interim Finance Director Rafaela King presented the staff report. She and City Manager Saeki replied to questions from Councilmembers.

Motion by Councilmember Avila, seconded by Councilmember Lopez, to receive and file the FY 2013-2014 Mid-Year Budget follow-up report.

Councilmember Fajardo added a friendly amendment to also adopt Resolution No. 7595 amending the FY 2013-2014 City Budget.

The amendment was accepted by Mayor Pro Tem Gonzales and seconded by Councilmember Lopez.

By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL****MINUTES – April 7, 2014****Page 5****GENERAL COUNCIL COMMENTS**

Councilmember Avila reported that residents are looking forward to meeting new City Manager Saeki and he is also looking forward to making all departments whole again.

Councilmember Lopez gave an update on the Metro Service Council meeting he attended and stated that MTA has not yet picked a new fare re-structure method for bus riders. He also reported there is a program geared for seniors to take trips throughout the City and he will provide additional information to Recreation and Community Services Operations Manager Aguila.

Councilmember Avila talked about an event he attended over the weekend regarding a great program that works with children with special needs.

Mayor Pro Tem Gonzales congratulated the Cesar Chávez art contest winners and thanked staff for their hard work.

**STAFF COMMUNICATION**

City Manager Saeki reported that he and Community Development Director Fred Ramirez met with Los Angeles City regarding the fire contract and he hopes to get resolution within the next week or so.

Mayor Pro Tem Gonzales encouraged his colleagues to sign up for the upcoming American Cancer Society's Relay for Life Event.

Recreation and Community Services Operations Manager Aguila invited everyone to the Eggstravagaza Event at Las Palmas Park on April 19<sup>th</sup>.

Acting Police Chief Robert Parks gave an update on the Explorer Post Program and Police Department activities.

**ADJOURNMENT ( 7:31 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of April 7, 2014, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk

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## **FINANCE DEPARTMENT**

### **MEMORANDUM**

**TO:** Sylvia Ballin and Councilmembers

**FROM:** Rafaela T. King, Interim Finance Director/Deputy Finance Director

**DATE:** April 21, 2014

**SUBJECT:** Warrant Register

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#### **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. 13-042****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/  
WARRANT REGISTER NO. 13-042****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 21<sup>st</sup> day of April, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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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 21<sup>st</sup> day of April, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist		Voucher List				Page:	1
04/17/2014 9:33:43AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
105514	4/21/2014	100066 ADS ENVIRONMENTAL SERVICES,INC	12496.22-0314	11031	FLOW MONITORING & WASTEWATER S		
					072-360-0000-4260	3,824.01	
					Total :	3,824.01	
105515	4/21/2014	100067 ADVANCE DIRECT MAIL	4072014		UTILITY BILLING MAILING SERVICE - AI		
					072-360-0000-4300	121.25	
					073-350-0000-4300	121.25	
					Total :	242.50	
105516	4/21/2014	100070 ADVANCED ELECTRONICS INC.	0138570-IN	11012	COMPUTER MAINTENANCE		
			0138571-IN		001-222-0000-4260	2,724.56	
				11005	COMPUTER MAINTENANCE		
					001-222-0000-4260	3,648.00	
					Total :	6,372.56	
105517	4/21/2014	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES		
					001-140-0000-4220	5.40	
					001-150-0000-4220	50.33	
			460851202		PD CELL PHONES		
					001-222-0000-4220	168.73	
			561407019		CITY YARD CELL PHONE & USB MODEI		
					070-384-0000-4220	26.21	
					001-390-0000-4220	21.38	
					001-320-0000-4220	21.38	
					072-360-0000-4220	0.66	
			660629692		VARIOUS CELL PHONES		
					001-106-0000-4220	36.35	
					070-384-0000-4220	30.76	
					001-420-0000-4220	47.74	
			870422920		PD CELL PHONES AND MDT MODEMS		
					001-222-0000-4220	953.11	
					001-152-0000-4220	114.03	
					Total :	1,476.08	
105518	4/21/2014	100143 ALONSO, SERGIO	MARCH 2014		MARIACHI MASTER APPRENTICE PROI		
					108-424-3657-4260	1,025.00	

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04/17/2014 9:33:43AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
105518	4/21/2014	100143 ALONSO, SERGIO	(Continued)		001-424-0000-4430	400.00	
					109-424-3656-4260	1,000.00	
					Total :	2,425.00	
105519	4/21/2014	100222 ARROYO BUILDING MATERIALS, INC	123362		SIDEWALK REPAIR - 1600 CELIS		
			123771		070-383-0000-4300	58.02	
					SIDEWALK REPAIR - 1600 SF RD		
					070-383-0000-4260	95.95	
					Total :	153.97	
105520	4/21/2014	100405 BONANZA CONCRETE, INC.	44103		(2) CURB RAMPS - SECOND & FERMOX		
					001-370-0301-4300	607.73	
					Total :	607.73	
105521	4/21/2014	100409 BOTACH TACTICAL	97316		AMMUNITIONS		
					001-222-0000-4300	692.15	
					Total :	692.15	
105522	4/21/2014	100495 CMI, INC.	797959		MOUTHPIECES FOR INTOXIMETER		
					001-222-0000-4300	338.22	
					Total :	338.22	
105523	4/21/2014	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	025210		DOJ FINGERPRINTING FOR MARCH 2014		
					004-2386	3,741.00	
					Total :	3,741.00	
105524	4/21/2014	100558 CALIFORNIA CONTRACTORS	PP19576		SAFETY GLASSES FOR MAINTENANCE		
					001-320-0301-4300	130.67	
					Total :	130.67	
105525	4/21/2014	100676 R. E. CHARLES PLUMBING, INC.	16977		CLEAR FLOOR SINK IN CELL #50/51 @ JAIL		
					001-390-0222-4330	383.18	
					Total :	383.18	
105526	4/21/2014	100805 COOPER HARDWARE INC.	91615		WATER COOLER		
			91636		001-370-0301-4300	40.65	
					SPRINKLER REPAIR IN MALL		

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

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105526	4/21/2014	100805 COOPER HARDWARE INC.	(Continued)		001-341-0000-4300	2.17
					<b>Total :</b>	<b>42.82</b>
105527	4/21/2014	100886 LOS ANGELES DAILY NEWS	0010493545		NON-COMPLIANCE INDUSTRIAL USER: 072-360-0000-4270	668.20
					<b>Total :</b>	<b>668.20</b>
105528	4/21/2014	101251 VERIZON	BR46021		TROUBLE REPORTED - WORKSTATION 001-190-0000-4320	200.00
					<b>Total :</b>	<b>200.00</b>
105529	4/21/2014	101302 VERIZON	8181811070		POLICE PAGING 001-222-0000-4220	39.86
			8181811380		MWD METER 070-384-0000-4220	43.78
			8181973209		PARKS MAJOR PHONE LINES 001-420-0000-4220	1,542.57
			8183616728		ENGINEERING FAX LINE 001-310-0000-4220	25.68
			8183655097		PD NARCOTICS VAULT 001-222-0000-4220	25.72
			8188371509		ANIMAL CONTROL & PW PHONE LINE 001-190-0000-4220	46.08
			8188384969		PD ALARM PANEL 001-222-0000-4220	97.25
			8188981027		POOL FACILITY PHONE LINES 001-430-0000-4220	152.69
					<b>Total :</b>	<b>1,973.63</b>
105530	4/21/2014	101376 GRAINGER, INC.	9382526680		SIGNS FOR PW OPS CTR 070-381-0450-4300	15.27
			9382792290		REPLACE FLUORESCENT FOR PD 001-390-0222-4300	165.23
			9384084266		ENTERANCE SIGN FOR PW OPS CENT 001-390-0450-4300	15.27
			9390563691		FACILITIES TREE TRIMMING SAFETY H	

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

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105530	4/21/2014	101376 GRAINGER, INC.	(Continued)		001-390-0000-4310	44.76
			9390563709		2-WAY RADIO SAFETY HARNESS FOR	
			9390563717		001-390-0000-4310 REPLACE LAMPS 001-390-0310-4300	55.23
					001-390-0222-4300	70.48
			9391069136		STENCIL REPLACEMENT FOR STREET 027-344-0301-4300	140.94
			9401092102		TERMOSTAT GUARD FOR PW DIRECTC 001-390-0310-4300	46.03
			9404921786		FACILITIES MAINT. WORKER SAFETY S 001-390-0410-4320	26.02
					<b>Total :</b>	<b>37.44</b>
					<b>616.67</b>	
105531	4/21/2014	101427 H.C. STROUD	11679		REPLACE CAPACITOR FOR ELECTRIC 001-390-0450-4300	48.37
					<b>Total :</b>	<b>48.37</b>
105532	4/21/2014	101434 GUZMAN, JESUS ALBERTO	MARCH 2014		MARIACHI MASTER APPRENTICE PROI 001-424-0000-4430	1,800.00
					<b>Total :</b>	<b>1,800.00</b>
105533	4/21/2014	101511 HINDERLITER DE LLAMAS & ASSOC.	0021958-IN		CONTRACT SERVICES - SALES TAX 1S 001-130-0000-4270	1,245.43
					<b>Total :</b>	<b>1,245.43</b>
105534	4/21/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	2570662		BAIT & POISON FOR PEST CONTROL € 001-390-0460-4300	67.70
			3021238		KY & LOCK 001-370-0301-4300	2.05
			3081742		KEY & LOCK 001-370-0301-4300	6.14
			3593666		STREET LIGHT PROJECT MATERIAL 027-344-0301-4300	48.65
			4440817		CNG STATION CAMERA 001-320-3661-4600	576.57

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105544	4/21/2014	102226 MISSION LINEN & UNIFORM	(Continued)			
			140130327		001-225-0000-4350 LAUNDRY	224.14
			140130956		001-225-0000-4350 LAUNDRY	266.79
					001-225-0000-4350	256.72
					Total :	747.65
105545	4/21/2014	102275 MOTION PICTURE LICENSING CORP.	503870250		MOTION PICTURE LICENSING FEE	
					001-424-0000-4260	375.74
					Total :	375.74
105546	4/21/2014	102287 MUNICIPAL CODE CORP.	00240941		ANNUAL FEE - CITY CODE ON INTERNI	
					001-115-0000-4260	650.00
					Total :	650.00
105547	4/21/2014	102325 NAPA AUTO PARTS	830493		FILTER FOR FLEET	
			830658		001-1215 BULB FOR CNG MONITOR	6.50
					001-320-3661-4400	34.82
					Total :	41.32
105548	4/21/2014	102349 NATIONAL NOTARY ASSOCIATION	A52144		NOTARY E&O INSURANCE	
					001-105-0000-4380	33.00
					Total :	33.00
105549	4/21/2014	102387 K.R. NIDA CORPORATION	27038		MARS EMERGENCY RADIO & BATTERY	
					070-384-0301-4300	596.63
					Total :	596.63
105550	4/21/2014	102432 OFFICE DEPOT	1667861482		SYSTEM PLAN COPIES	
			1667862393		070-383-0301-4300 ASCEP SUPPLIES	3.78
			1667873300		104-420-0000-4300 ASCEP SUPPLIES	32.69
					103-420-0000-4300	23.93
					104-420-0000-4300	59.98

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105550	4/21/2014	102432 OFFICE DEPOT	(Continued)				
			1668876188		001-420-0000-4300 COPIES OF PLANS	172.57	
			701984866001		001-310-0000-4300 POST IT NOTES, PENS, CALCULATOR I	6.67	
			701985000001		001-310-0000-4300 SHARPIES	115.93	
			702483026001		001-310-0000-4300 STPALES, TAPE, FASTNERS	5.55	
					072-360-0000-4300	40.47	
					073-350-0000-4300	40.47	
			702483159001		ERASERS		
					001-130-0000-4300	11.44	
			702608102001		POST ITS & DIVIDERS		
					001-222-0000-4300	57.95	
			702658902001		COPY PAPER		
					001-420-0000-4300	208.93	
			702713884001		NOTEPAPER, TAPE, SCISSORS, ETC		
					001-105-0000-4300	74.33	
					001-101-0000-4300	8.67	
			702775966001		ERGO KEYBOARD		
					001-105-0000-4300	39.14	
					001-140-0000-4300	31.59	
					Total :	934.09	
105551	4/21/2014	102443 OKAFOR, MICHAEL	REIMB.		MILEAGE REIMB FOR ICRMA GOVERN		
					001-106-0000-4390	78.33	
					Total :	78.33	
105552	4/21/2014	102666 PREFERRED DELIVERY SYSTEMS INC	549-82		COURIER SERVICE		
					001-222-0000-4260	307.39	
					Total :	307.39	
105553	4/21/2014	102688 PROFESSIONAL PRINTING CENTERS	25415		VEHICLE RELEASE & DAILY PATROL LC		
					001-222-0000-4300	267.18	
					Total :	267.18	

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105554	4/21/2014	103029 SAN FERNANDO, CITY OF	13952-14098		REIMBURSEMENT TO WORKERS COM 006-190-0000-4810	41,469.52
					Total :	41,469.52
105555	4/21/2014	103184 SMART & FINAL	109681		ASCEP SUPPLIES - MORNINGSIDE SCI 104-420-0000-4300	65.91
			110027		ENP SUPPLIES - COFFEE, CUPS, CRE/ 010-422-3750-4300	109.47
					Total :	175.38
105556	4/21/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	040214		ELECTRIC - VARIOUS LOCATIONS 001-371-0000-4210	108.44
			040314		029-335-0000-4210 ELECTRIC - VARIOUS LOCATIONS 001-420-0000-4210	1,696.35
			040414		001-371-0000-4210 ELECTRIC - MOTT/BRAND 001-371-0000-4210	227.25
			040514		001-390-0457-4210 001-390-0450-4210	44.73
					ELECTRIC - VARIOUS LOCATIONS 001-222-0000-4210	46.76
					001-390-0450-4210 001-320-3661-4210	61.97
					027-344-0000-4210 001-390-0310-4210	44.07
					029-335-0000-4210	5,344.44
					Total :	327.41
105557	4/21/2014	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753-9		NATURAL GAS FOR CNG STATION 001-320-3661-4402	1,944.24
					Total :	540.02
105558	4/21/2014	103251 STANLEY PEST CONTROL	593894		PEST CONTROL @ PD 001-390-0222-4260	1,901.37
					Total :	109.68
						12,396.73
						9,488.69
					Total :	9,488.69
						64.00
					Total :	64.00

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105559	4/21/2014	103349 THE HOUSE OF PRINTING, INC.	146484 - 2		BUSINESS CARDS - REVISED INVOICE		
					001-105-0000-4300	0.26	
					001-310-0000-4300	0.26	
					001-420-0000-4300	0.26	
			147209		BUSINESS CARDS		
					001-101-0000-4300	142.98	
					001-105-0000-4300	47.67	
					001-150-0000-4300	95.32	
					001-420-0000-4300	95.32	
					Total :	382.07	
105560	4/21/2014	103413 TRANS UNION LLC	03408897		CREDIT CHECKS		
					001-222-0000-4260	58.09	
					Total :	58.09	
105561	4/21/2014	103439 UPS	831954144		COURIER SERVICE		
					001-190-0000-4280	133.84	
					Total :	133.84	
105562	4/21/2014	103444 ULTRA GREENS, INC	51704		(2) HOLLYOAK TREES FOR MACLAY		
					011-311-7510-4300	523.20	
			51850		MALL PLANTER MULCH & PLANTS		
					001-341-0000-4300	59.94	
					Total :	583.14	
105563	4/21/2014	103445 UNDERGROUND SERVICE ALERT	320140663		(34) USA DIGALERT TICKETS		
					070-381-0000-4260	51.00	
					Total :	51.00	
105564	4/21/2014	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE -		
					072-360-0000-4300	509.68	
					073-350-0000-4300	509.68	
					Total :	1,019.36	
105565	4/21/2014	103510 V & V MANUFACTURING, INC.	38526		RETIRED LT & SG BADGES		
					001-222-0000-4300	242.22	
					Total :	242.22	

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105566	4/21/2014	103534 VALLEY LOCKSMITH	1485		REPAIR LOCK @ REC PARK MULTIPUR 001-390-0410-4330	86.77
					<b>Total :</b>	<b>86.77</b>
105567	4/21/2014	103619 CARL WARREN & CO.	1572324		LEGAL FEES 006-190-0507-4800	236.65
			1572325		LEGAL FEES 006-190-0511-4800	179.09
			1572326		LEGAL FEES 006-190-3375-4800	121.52
			1572327		LEGAL FEES 006-190-1065-4800	153.50
			1572328		LEGAL FEES 006-190-0000-4800	76.75
			1572329		LEGAL FEES 006-190-0000-4800	147.11
			1572330		LEGAL FEES 006-190-0000-4800	147.11
			1572331		LEGAL FEES 006-190-0000-4800	166.71
			1572332		LEGAL FEES 006-190-0000-4800	211.48
			1572333		LEGAL FEES 006-190-0000-4800	473.72
					<b>Total :</b>	<b>1,913.64</b>
105568	4/21/2014	103668 WESTERN STAMP ENGRAVING CO.	30505		FAST STAMP SELF INK FOR PD 001-222-0000-4300	151.04
					<b>Total :</b>	<b>151.04</b>
105569	4/21/2014	103690 HDS WHITE CAP CONST SUPPLY	50001075087		TRUNCATED DOMES FOR CURB RAMF 001-370-0301-4300	1,412.58
					<b>Total :</b>	<b>1,412.58</b>
105570	4/21/2014	103738 YOSEF AMZALAG SUPPLY	12105054		IRRIGATION SUPPLIES FOR THE MALL 001-341-0301-4300	73.33

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105570	4/21/2014	103738	103738 YOSEF AMZALAG SUPPLY	(Continued)		Total : 73.33
105571	4/21/2014	103851	EVERSOFT, INC.	R1325827	WATER SOFTNER - WELL 2A 070-384-0000-4260	68.08
				R1325828	WATER SOFTNER - WELL 3 070-384-0000-4260	68.97
					Total :	137.05
105572	4/21/2014	103903	TIME WARNER CABLE	8448200540010328	CABLE - 04/05/14 - 05/04/14 001-190-0000-4220	61.03
				8448200540010518	CABLE - 03/29/14 - 04/28/14 001-420-0000-4260	180.20
					Total :	241.23
105573	4/21/2014	887383	JOHN GEORGE WELDING	3647	REPLACE MISSING LEAF SPRING SHA 072-360-0000-4400	207.63
					Total :	207.63
105574	4/21/2014	887466	SIMON'S POWER EQUIPMENT, INC.	53609	(2) CHAINSAWS 001-346-0000-4500	654.00
					029-335-0000-4500	654.00
					Total :	1,308.00
105575	4/21/2014	887568	TRANS TECH	011101	R&R TRANSMISSION - PD3030 001-320-0225-4400	1,381.30
					Total :	1,381.30
105576	4/21/2014	887695	AL'S KUBOTA TRACTOR	334555	BLADES & WHEELS - PK2364 001-320-0390-4400	220.62
				334556	MOWER CLUTCH & BLADES - PK1169 001-320-0390-4400	402.57
					Total :	623.19
105577	4/21/2014	887952	J. Z. LAWMOWER SHOP	6596	EQUIP MAINT 001-390-0410-4320	17.99
					Total :	17.99
105578	4/21/2014	888076	TRUJILLO GRADING & PAVING CO.	61882	TRENCH REPAIR - 803 TRUMAN	

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105578	4/21/2014	888076 TRUJILLO GRADING & PAVING CO.	(Continued)			
			61884		070-383-0000-4260 TRENCH REPAIR - 1600 SF RD 070-383-0000-4260	400.00 800.00
					<b>Total :</b>	<b>1,200.00</b>
105579	4/21/2014	888138 KOPPL PIPELINE SERVICES, INC.	13229		TAPPING MACHINE HOLE SAWS 070-383-0000-4320	147.78
					<b>Total :</b>	<b>147.78</b>
105580	4/21/2014	888241 UNITED SITE SERVICES OF CA INC	114-1908394		PORTABLE TOILET RENTAL @ REC PAI 001-420-0000-4260	134.07
					<b>Total :</b>	<b>134.07</b>
105581	4/21/2014	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	31.98
					<b>Total :</b>	<b>31.98</b>
105582	4/21/2014	888283 LARRY'S TOWING SERVICE	16895		TOWING - CE0390 001-320-0312-4400	75.00
			17221		TOWING - CE0390 001-320-0312-4400	75.00
					<b>Total :</b>	<b>150.00</b>
105583	4/21/2014	888309 HI 2 LO VOLTAGE WIRING CO, INC	16251		MONITORING FROM 04/01/14-06/30/14 001-222-0000-4260	75.00
					<b>Total :</b>	<b>75.00</b>
105584	4/21/2014	888356 ADVANCED AUTO REPAIR BODY &	1122		REPLACE POWER BRAKE BOOSTER 070-383-0000-4400	285.47
			1123		REPAIR DRIVERS DOOR GLASS & LOC 001-320-0311-4400	65.00
			1124		REPLACE A/C COMPRESSOR - PD4541 001-320-0221-4400	441.58
					<b>Total :</b>	<b>792.05</b>
105585	4/21/2014	888442 WESTERN EXTERMINATOR COMPANY	2069992		PEST CONTROL @ RUDY ORTEGA PAF 001-390-7500-4260	48.50

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105585	4/21/2014	888442 WESTERN EXTERMINATOR COMPANY	(Continued) 2086289		PEST CONTROL @ LP PARK 001-390-0460-4260	47.50
			2086291		PEST CONTROL @ REC PARK 001-390-0410-4260	69.00
			2121299		PEST CONTROL @ CITY HALL 001-390-0310-4260	76.00
					<b>Total :</b>	<b>241.00</b>
105586	4/21/2014	888531 BIG RED PLUMBING SUPPLY, INC.	85565		2" SERVICE INSTALLATION - 668 S WOI 070-383-0301-4300	417.25
			85873		MAT'L TO REPLACE URNINAL @ LP PAI 001-390-0460-4300	220.69
					<b>Total :</b>	<b>637.94</b>
105587	4/21/2014	888646 HD SUPPLY WATER WORKS, LTD	C121957		LIFTING SLINGS 070-383-0000-4340	141.49
			C134964		SERVICE STOPS AND METER LIDS 070-383-0301-4300	908.55
			C172926		FIRE SRV INSTALLATION - 1325 MOTT ; 070-383-0301-4300	1,471.73
					<b>Total :</b>	<b>2,521.77</b>
105588	4/21/2014	888800 BUSINESS CARD	010614		COURIER FEE 001-190-0000-4450	20.00
			033114		MISC FEES 001-190-0000-4435	62.37
			033114		PD REPORT ROOM PRINTER SUPPLIE: 001-222-0000-4300	422.66
			033114		ELECTRONIC ACCESS CARDS FOR PD 001-222-0000-4300	767.22
			040414		2014 MEMBERSHIP DUES 001-101-0111-4380	100.00
					<b>Total :</b>	<b>1,372.25</b>
105589	4/21/2014	888869 MUNITEMPS STAFFING	124479		TEMPORARY STAFFING - INTERIM FIN/ 001-130-0000-4112	6,842.50

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105589	4/21/2014	888869 888869 MUNITEMPS STAFFING	(Continued)			Total : 6,842.50
105590	4/21/2014	888873 ROYAL FLUSH	2052		PORTABLE TOILET RENTAL @ DRONFI 070-384-0000-4260	133.00 Total : 133.00
105591	4/21/2014	889037 AT&T MOBILITY	875587443		MODEM FOR TRAFFIC SIGNS 001-310-0000-4220	61.35 Total : 61.35
105592	4/21/2014	889118 LDI COLOR TOOLBOX	110017 - 1 192629		COPIES & MAINT 001-222-0000-4260 COPIES MADE 02/13/14 - 03/13/14 001-222-0000-4260	255.68 162.24 Total : 417.92
105593	4/21/2014	889149 STAPLES BUSINESS ADVANTAGE	8028955630		KITCHEN SUPPLIES - TEA, FORKS, PL/ 001-190-0000-4300	186.10 Total : 186.10
105594	4/21/2014	889532 GILMORE, REVA A.	03/22/14-04/04/2014		FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270	299.00 58.50 Total : 357.50
105595	4/21/2014	889533 MARTINEZ, ANITA	03/22/14 - 04/04/14		ASSISTANT FOOD MANAGER 010-422-3750-4270	159.30 Total : 159.30
105596	4/21/2014	889534 RAMIREZ, FRANCISCO	03/22/14 - 04/04/14		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	159.30 46.80 Total : 206.10
105597	4/21/2014	889535 GOMEZ, GILBERT	03/22/14 - 04/04/14		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	159.30 51.48
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105597	4/21/2014	889535 889535 GOMEZ, GILBERT	(Continued)			Total : 210.78
105598	4/21/2014	889592 CUELLAR, JIMMY KYLE	MARCH 2014		MARIACHI MASTER APPRENTICE PRO/ 108-424-3657-4260	925.00 Total : 925.00
105599	4/21/2014	889611 MORRISON MANAGEMENT SPECIALIST	18845201433101		LP SENIOR MEALS - MARCH 2014 010-422-3750-4260 010-422-3752-4260	3,937.50 2,461.50 Total : 6,399.00
105600	4/21/2014	889615 ABI DOCUMENT SUPPORT SERVICES	5497559-01-01 5497559-03-01 5497559-04-01		LEGAL SERVICES 006-190-0000-4800 LEGAL SERVICES 006-190-0000-4800 LEGAL SERVICES 006-190-0000-4800	75.97 95.86 74.46 Total : 246.29
105601	4/21/2014	889627 VERIZON CONFERENCING	64921		CONFERENCE CALL SERVICE 03/05/14 001-190-0000-4220	2.11 Total : 2.11
105602	4/21/2014	889680 JIMENEZ LOPEZ, JUAN MANUEL	MARCH 2014		MARIACHI MASTER APPRENTICE PRO/ 108-424-3657-4260	900.00 Total : 900.00
105603	4/21/2014	889681 VILLALPANDO, MARIA	03/22/14 - 04/04/14		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	199.13 39.83 Total : 238.96
105604	4/21/2014	889942 ATHENS SERVICES	APRIL 2014		STREET SWEEPING - APRIL 2014 001-343-0000-4260	10,100.00 Total : 10,100.00
105605	4/21/2014	889986 THE GEAR BOX	2162		BELT 001-222-0000-4300	27.25
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105616	4/21/2014	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0152921		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0153024		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0153522		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	225.00
			L0153556		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0153861		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0157636		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0159048		WATER ANALYSIS FOLDERS	
		070-384-0000-4260	164.00			
105617	4/21/2014	890970 WEX BANK	36332933		FUEL FOR FLEET	
					001-320-0346-4402	4.00
					001-320-0370-4402	577.62
					001-320-0371-4402	319.21
					001-320-0390-4402	1,211.93
					001-320-0420-4402	4.00
					007-313-3630-4402	1,298.41
					027-344-0000-4402	93.03
					029-335-0000-4402	176.40
					070-381-0000-4402	44.92
	070-382-0000-4402	133.01				
	070-383-0000-4402	714.36				
	070-384-0000-4402	284.38				
	072-360-0000-4402	627.92				
	073-350-0000-4402	143.87				
	001-320-0152-4402	318.33				
Total :						1,718.60

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105617	4/21/2014	890970 WEX BANK	(Continued)				
					001-320-0221-4402		193.00
					001-320-0222-4402		633.95
					001-320-0224-4402		1,339.12
					001-320-0225-4402		4,880.76
					001-320-0226-4402		2.00
					001-320-0311-4402		1,007.37
					001-320-0312-4402		387.14
					001-320-0320-4402		63.76
					Total :		14,458.49
105618	4/21/2014	891000 BROADVIEW TECHNOLOGIES, INC	54402		PW OPS CENTER NORSTAR KSU NOT		
					001-190-0000-4320		450.00
					Total :		450.00
105619	4/21/2014	891009 INDUSTRIAL NETWORKING	INV-0141246		MODEMS FOR DET AND CSO VEHICLE		
				11063	001-222-0000-4300		5,837.16
					001-222-0000-4300		581.01
					Total :		6,418.17
105620	4/21/2014	891063 ONYX ARCHITECTS, INC	20403		CONSTRUCTION OBSERVATION SERVI		
				11077	001-150-3609-4270		3,214.25
			20404		CONSTRUCTION OBSERVATION SERVI		
				11077	001-150-3609-4270		1,360.00
					Total :		4,574.25
105621	4/21/2014	891121 RIVERA, NICOLE	MARCH 2014		MARIACHI MASTER APPRENTICE PRO		
					109-424-3656-4260		180.00
					Total :		180.00
105622	4/21/2014	891125 TMC SHOOTING RANGE SPECIALIST	1112		RANGE CLEAN UP		
					001-222-0000-4320		350.00
					Total :		350.00
105623	4/21/2014	891141 OLIVAREZ MADRUGA, P.C.	12122		LEGAL SERVICES		
					001-110-0000-4270		24,273.41
					070-110-0000-4270		460.00

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Voucher List		Page: 21	
04/17/2014 9:33:43AM		CITY OF SAN FERNANDO	
Bank code : bank			
Voucher	Date	Vendor	Amount
105623	4/21/2014	891141 OLIVAREZ MADRUGA, P.C.	360.00
		(Continued)	
			<b>Total : 25,093.41</b>
105624	4/21/2014	891198 LUKEZICH, CHARLOTTE	44.45
		60-1946-03	
			<b>Total : 44.45</b>
105625	4/21/2014	891220 VAN LANT & FANKHANEL, LLP	26,500.00
		40214	
		11007	
			<b>Total : 26,500.00</b>
105626	4/21/2014	891307 GREENFIX AMERICA, LLC	1,102.38
		4702	
		4713	
		4722	
			<b>Total : 4,246.05</b>
105627	4/21/2014	891311 TORRES, RITA	199.13
		03/22/14-04/04/14	
			<b>Total : 221.26</b>
105628	4/21/2014	891319 FONSECA, MANUEL	375.00
		MARCH 2014	
			<b>Total : 375.00</b>
105629	4/21/2014	891331 SESAC	343.00
		63-04-01332	
			<b>Total : 343.00</b>
105630	4/21/2014	891355 NAREZ, FABIAN	405.00
		MARCH 2014	
			<b>Total : 405.00</b>
105631	4/21/2014	891385 FITZSIMMONS, IAN	
		APRIL 2014	
			<b>Total : 405.00</b>

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04/17/2014 9:33:43AM

Voucher List

CITY OF SAN FERNANDO

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105631	4/21/2014	891385 FITZSIMMONS, IAN	(Continued)		001-310-0000-4111	50.00
					Total :	50.00
105632	4/21/2014	891423 VALENZUELA, ROSA	404126		SENIOR LAUGHLIN TRIP REFUND 004-2384	40.00
					Total :	40.00
105633	4/21/2014	891425 DIAZ, MARISOL	REIMB.		REIMB FOR PURCHASE OF 100 CITIZE 010-430-3649-4300	396.09
					Total :	396.09
105634	4/21/2014	891426 NORTON, VICKIE C	39-1735-03		WATER ACCT REFUND - 603 MISSION 070-2010	35.56
					Total :	35.56
105635	4/21/2014	891427 IH2 PROPERTY WEST	37-0595-08		WATER ACCT REFUND - 632 KEWEN 070-2010	64.22
					Total :	64.22
105636	4/21/2014	891428 MENDEZ, MARIA VICTORIA	52-1830-01		WATER ACCT REFUND - 2012 CHIVERE 070-2010	93.89
					Total :	93.89
105637	4/21/2014	891429 SANTA ROSA PARISH HALL	39-2415-00		WATER ACCT REFUND - 1334 GRIFFITH 070-2010	180.09
					Total :	180.09
105638	4/21/2014	891430 AGUILERA, MARIA	39-1365-10		WATER ACCT REFUND - 1329 KEWEN (	16.81
					Total :	16.81
105639	4/21/2014	891431 AGUILERA, BLAS	39-1375-06		WATER ACCT REFUND - 1329 KEWEN 070-2010	21.81
					Total :	21.81
105640	4/21/2014	891432 SAFEGUARD PROPERTIES MGMNT	58-0808-01		WATER ACCT REFUND - 627 ALEXANDI 070-2010	70.09

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## Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105640	4/21/2014	891432 891432 SAFEGUARD PROPERTIES MGMNT	(Continued)			<b>Total : 70.09</b>
105641	4/21/2014	891433 HENSON, JOE	62-3422-01		WATER ACCT REFUND - 508 N HUNTIN 070-2010	272.45 <b>Total : 272.45</b>
105642	4/21/2014	891434 TENNANT, DELORES	43-2640-09		WATER ACCT REFUND - 1825 FIRST 070-2010	142.82 <b>Total : 142.82</b>
105643	4/21/2014	891435 VALENCIA, MARIE	50-4150-01		WATER ACCT REFUND - 1021 FERMOO 070-2010	55.86 <b>Total : 55.86</b>
105644	4/21/2014	891436 WEDGEWOOD COMMUNITY FUND II LL	35-1880-01		WATER ACCT REFUND - 1503 PICO 070-2010	100.00 <b>Total : 100.00</b>
105645	4/21/2014	891437 LILLY'S BRIDAL	33-0177-06		WATER ACCT REFUND - 1015 SF RD 070-2010	1.75 <b>Total : 1.75</b>
132 Vouchers for bank code : bank						<b>Bank total : 285,372.44</b>
132 Vouchers in this report						<b>Total vouchers : 285,372.44</b>

Voucher Registers are not final until approved by Council.

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## HANDWRITTEN CHECKS

vchlist Voucher List Page: 1  
 04/11/2014 10:29:52AM CITY OF SAN FERNANDO

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105113	3/3/2014	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-MARC 001-1160	165,792.26
					Total :	165,792.26
105158	3/6/2014	891394 CITY OF LOS ANGELES	3-4-2014		ENGINEERING CLEARANCE FOR NITR 070-384-0000-4600	817.10
					Total :	817.10
105159	3/12/2014	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - MAR 001-1160	12,527.48
					Total :	12,527.48
105160	3/12/2014	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - MAR 001-1160	33.28
					Total :	33.28
105161	3/12/2014	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - MARCH 001-1160	2,801.23
					Total :	2,801.23
105162	3/12/2014	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS - MAR 001-1160	2,441.37
					Total :	2,441.37
105294	3/13/2014	103648 CITY OF SAN FERNANDO	PR 2-22-14		REIMBURSEMENT FOR PAYROLL W/E : 001-1003 007-1003 008-1003 010-1003 011-1003 012-1003 017-1003 018-1003 027-1003 029-1003 050-1003	305,094.92 1,054.46 3,465.70 797.65 1,901.28 253.30 693.19 81,425.22 2,569.54 2,398.19 706.47

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 04/11/2014 10:29:52AM CITY OF SAN FERNANDO

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105294	3/13/2014	103648 CITY OF SAN FERNANDO	(Continued)		070-1003 072-1003 073-1003 101-1003 103-1003 104-1003	36,233.22 12,939.05 785.47 1,735.03 4,435.46 4,734.15
					Total :	461,222.30
105295	3/17/2014	100731 CITY OF LOS ANGELES	NITRATE PROJ		NITRATE PROJECT FEES DUE 070-384-0000-4600	816.00
					Total :	816.00
105296	3/26/2014	103648 CITY OF SAN FERNANDO	PR 3-28-14		REIMBURSEMENT FOR PAYROLL W/E : 001-1003 007-1003 008-1003 010-1003 011-1003 012-1003 017-1003 018-1003 027-1003 029-1003 050-1003 070-1003 072-1003 073-1003 103-1003 104-1003	279,256.49 929.61 3,167.76 4,006.85 1,927.60 253.28 829.94 80,346.75 2,657.13 2,245.01 596.90 35,691.08 13,349.02 785.35 4,474.40 4,826.34
					Total :	435,343.51

9 Vouchers for bank code : bank Bank total : 1,081,794.53

9 Vouchers in this report Total vouchers : 1,081,794.53

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**HANDWRITTEN CHECKS**

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Voucher List

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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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## HANDWRITTEN CHECKS

vchlist Voucher List Page: 1  
 03/04/2014 1:14:07PM CITY OF SAN FERNANDO

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105114	3/4/2014	100916 DEIBEL, PAUL	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	253.50
					Total :	253.50
105115	3/4/2014	101466 HARVEY, DEVERY MICHAEL	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	285.23
					Total :	285.23
105116	3/4/2014	101926 LILES, RICHARD	MARCH 2014		CALPERS HEALTH INS REIMB 070-180-0000-4127 072-180-0000-4127	236.49 236.49
					Total :	472.98
105117	3/4/2014	102473 ORDELHEIDE, ROBERT	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	402.16
					Total :	402.16
105118	3/4/2014	102864 RIVETTI, DOMINICK	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	180.88
					Total :	180.88
105119	3/4/2014	103175 SKOBIN, ROMELIA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	246.18
					Total :	246.18
105120	3/4/2014	891013 BRUNWIN, HERBERT	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15
105121	3/4/2014	891021 GUIZA, JENNIE	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15
105122	3/4/2014	891027 LOCKETT, JOANN	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15

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vchlist Voucher List Page: 2  
 03/04/2014 1:14:07PM CITY OF SAN FERNANDO

Bank code :	bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105123	3/4/2014	891028 MANTHEY, DONALD	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	183.83
					Total :	183.83
105124	3/4/2014	891031 ORTEGA, JIMMIE	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30
					Total :	58.30
105125	3/4/2014	891032 OTREMBA, EUGENE	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	40.26
					Total :	40.26
105126	3/4/2014	891351 GARCIA, DEBRA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	274.26
					Total :	274.26
105127	3/4/2014	891352 HADEN, SUSANNA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	143.76
					Total :	143.76
105128	3/4/2014	891353 PEAVY, JOSEPH	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	186.88
					Total :	186.88
105129	3/4/2014	891354 RAMIREZ, ROSALINDA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	71.88
					Total :	71.88
16 Vouchers for bank code :		bank				Bank total :
						2,887.55
16 Vouchers in this report						Total vouchers :
						2,887.55

Voucher Registers are not final until approved by Council.

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vchlist Voucher List Page: 1  
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105130	3/4/2014	100306 BARNARD, LARRY	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	42.58
					Total :	42.58
105131	3/4/2014	100642 CASTRO, RICO	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	402.16
					Total :	402.16
105132	3/4/2014	100913 DECKER, CATHERINE	MARCH 2014		CALPERS HEALTH INS REIMB 070-180-0000-4127	58.30
					Total :	58.30
105133	3/4/2014	100995 DRAKE, MICHAEL	MARCH 2014		CALPERS HEALTH INS REIMB 070-180-0000-4127 072-180-0000-4127	14.57 14.58
					Total :	29.15
105134	3/4/2014	100996 DRAKE, JOYCE	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	266.41
					Total :	266.41
105135	3/4/2014	101538 HOUGH, RAY	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	295.56
					Total :	295.56
105136	3/4/2014	101933 LITTLEFIELD, LESLEY	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30
					Total :	58.30
105137	3/4/2014	102206 MILLER, WILMA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15
105138	3/4/2014	102232 MIURA, HOWARD	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30
					Total :	58.30

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 03/04/2014 3:11:20PM CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105139	3/4/2014	103394 TORRES, RACHEL	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15
105140	3/4/2014	103643 WEDDING, JERRY	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30
					Total :	58.30
105141	3/4/2014	103727 WYSBEEK, DOUDE	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15
105142	3/4/2014	103737 YNIGUEZ, LEONARD	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	183.83
					Total :	183.83
105143	3/4/2014	889063 AGORICHAS, JOHN	MARCH 2014		CALPERS HEALTH INS REIMB 070-180-0000-4127	9.02
					Total :	9.02
105144	3/4/2014	891010 MAERTZ, ALVIN	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	399.43
					Total :	399.43
105145	3/4/2014	891011 APODACA-GRASS, ROBERTA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30
					Total :	58.30
105146	3/4/2014	891014 CREEKMORE, CASIMIRA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15
					Total :	29.15
105147	3/4/2014	891016 DEATON, MARK	MARCH 2014		CALPERS HEALTH INS REIMB 070-180-0000-4127	472.98
					Total :	472.98
105148	3/4/2014	891017 ELDRIDGE, WANDA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	29.15

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**HANDWRITTEN CHECKS**

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105148	3/4/2014	891017 891017 ELDRIDGE, WANDA	(Continued)			Total : 29.15
105149	3/4/2014	891020 GLASGOW, ROBERT	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	89.77 Total : 89.77
105150	3/4/2014	891023 HATFIELD, JAMES	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	40.26 Total : 40.26
105151	3/4/2014	891024 HOOKER, RAYMOND	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	25.40 Total : 25.40
105152	3/4/2014	891034 RAMSEY, JAMES	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	274.26 Total : 274.26
105153	3/4/2014	891035 SHERWOOD, NINA	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	20.13 Total : 20.13
105154	3/4/2014	891036 WATT, DAVID	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	58.30 Total : 58.30
105155	3/4/2014	891037 WEBB, NANCY	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	137.13 Total : 137.13
105156	3/4/2014	891038 WAITE, CURTIS	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	66.04 Total : 66.04
105157	3/4/2014	891042 KNIGHT, PAUL	MARCH 2014		CALPERS HEALTH INS REIMB 001-180-0000-4127	162.84 Total : 162.84

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
28		Vouchers for bank code : bank				Bank total : 3,412.50
28		Vouchers in this report				Total vouchers : 3,412.50

Voucher Registers are not final until approved by Council.

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## COMMUNITY DEVELOPMENT DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Fred Ramirez, Community Development Director

**DATE:** April 21, 2014

**SUBJECT:** Notice of Completion for Lopez Adobe Ancillary Building and Landscaping Project

---

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the improvements as constructed by IBN Construction, Incorporated and consider the work complete;
- b. Authorize the City Manager and the City Clerk to sign and file the Notice of Completion (Attachment "A") with the Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the 10% retention amount after the 35-day lien period from the date the Notice of Completion is recorded.

#### **BACKGROUND:**

1. On August 22, 2013, the Community Development Department published the Notice Inviting Bids for the Lopez Adobe Ancillary Building and Landscaping Project. In compliance with the public contracts code and State funding requirements, the project was advertised in the *Los Angeles Daily News* on August 22, 2013, August 30, 2013, and on September 3, 2013.

The Notice Inviting Bids for the Lopez Adobe Ancillary Building and Landscaping Project (the Notice) was also advertised in the following construction and trade publications: F.W. Dodge, Bid Net, California Bid Advisor, Construction Bid Board Inc., Construction Bid Source, Construction Daily Bid Advisor, Bid America, E-Bid, Reed Construction Data, and the Southern California Builders Association. The Notice was also posted on the City's website and City Hall bulletin boards.

2. On September 5, 2013, the Community Development Department published Addendum No. 1 to the Notice in the *Los Angeles Daily News*. Addendum No. 1 clarified that the selected contractor would have 100 calendar days to complete the Project.

## Notice of Completion for Lopez Adobe Ancillary Building and Landscaping Project

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3. On September 9, 2013, the Community Development Department published Addendum No. 2 notifying all prospective bidders that the time frame for submittal of a bid on the project was extended until October 1, 2013, at 2:00 p.m. It also informed bidders that there was a pre-bid meeting to clarify questions from contractors regarding the construction documents and the scope of the project to be held on Wednesday, September 18, 2013, at 11:00 a.m. at City Hall.
4. On September 18, 2013, staff held a pre-bid meeting at City Hall in order to field questions from prospective bidders regarding the Lopez Adobe Ancillary Building and Landscaping Project, August 2013 Project Manual and the project construction drawings. Subsequent to the meeting, staff conducted a walk of the job site at 1100 Pico Street with prospective bidders. All five prospective bidders in attendance were informed that the responses to requests for clarification on the construction drawings and scope of work would be distributed as part of Addendum No. 3 to the Notice that would be issued no later than September 26, 2013.
5. On September 26, 2013, the Community Development Department published Addendum No. 3 to the Notice providing further clarification on the scope of work, the required contractor's proposal and schedule of values, technical specifications, as well as responses to the request for clarifications from the prospective contractors.
6. On October 1, 2013, the Community Development Department posted Addendum No. 4 to the Notice and notified each of the five prospective bidders once again clarifying that the "time to complete the work is one hundred (100) days after commencement stated in the Notice to Proceed."
7. On October 1, 2013, the City Clerk received and opened five bids for construction of the proposed rehabilitation project. The five prospective bidders included: Accucon Corporation, Craftsman Construction, IBN Construction Incorporated, L.A. Development and Builders, Inc., and Monet Construction, Inc. The lowest bid on the project was for \$177,000 from IBN Construction, Incorporated.
8. On October 21, 2013, the City Council awarded a construction contract to the lowest responsive bidder, IBN Construction, Incorporated, to undertake the construction of the Lopez Adobe Ancillary Building and Landscaping Project for a not to exceed amount of \$177,000 and a project completion deadline of March 31, 2014. (See City Council Resolution No. 7568 Award a Construction Contract (Contract No. 1727).)
9. On December 2, 2013, the contractor began work on the Lopez Adobe Ancillary Building and Landscaping Project.
10. On March 31, 2014, the contractor completed work on the second phase of the Lopez Adobe Rehabilitation Project; on time and within the budgeted amount to build out the project of \$177,000.



**Notice of Completion for Lopez Adobe Ancillary Building and Landscaping Project**

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**ANALYSIS:**

1. This third and final phase of the Lopez Adobe Rehabilitation Project includes the construction of a 453 square foot ancillary building with office, storage, and two single stall toilet rooms serving the adjacent Lopez Adobe building. Additional site work provided for an accessible path of travel utilizing the existing accessible ramp connecting to the Adobe building. Electrical serving the new building was also provided by connecting to the existing power from the adjacent building. New low-voltage requirements were also provided by tying into the existing building. Onsite improvements also included new landscaping, and points of connections for the following utilities: domestic water line and meter, sewer line, storm drain line, and new inlet locations.
2. This project was funded through a combination of City General Funds (i.e., \$18,154) and a State grant from the California Cultural and Historical Endowment (CCHE) (i.e., \$160,936) during Fiscal Year 2013-2014. This included \$177,000 for the construction of the ancillary building and installation of groundcover, water runoff drainage system, as well as new water and sewer line connections for the new building. An additional \$2,090 was budgeted for landscaping work undertaken by the City's Public Works Department, Facilities Management personnel.
3. Through close coordination between the contractor and City staff, the project was completed within a demanding work schedule and within the budgeted amount. City Public Works and Community Development staff and the project architect were on-site to ensure that the work performed was to the City's satisfaction.

**BUDGET IMPACT:**

Filing of the Notice of Completion will not have a budget impact. The project was previously funded with CCHE grant funds that were identified as part of the City's budgeting process for Fiscal Year 2013-2014.

**CONCLUSION:**

The Lopez Adobe Ancillary Building and Landscaping Project, included construction of a 453 square foot ancillary building with office, storage, and two single stall toilet rooms serving the adjacent Lopez Adobe building as well new groundcover and utility connections, is now complete and staff will follow up on final grant reimbursement claims. All work has been completed to staff's satisfaction and is in conformance with the approved plans and specifications as reviewed and approved by City Council and the State Office of Historic Preservation. Project acceptance and filing the Notice of Completion allows for the project to be filed and closed out.

**ATTACHMENT:**

- A. Notice of Completion

EXEMPT FROM RECORDING FEES PER GOVT  
CODE SECTION 6103

**ATTACHMENT "A"**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**City of San Fernando**  
Elena G. Chávez, City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** City Permit #BS1301502, Lopez Adobe Ancillary Building and Landscaping Project regarding construction of a 453 square foot ancillary building with office space and individual (ADA compliant) male and female restrooms in support of the ongoing use of the adjacent Lopez Adobe building as a house museum at 1100 Pico Street in the City of San Fernando, CA, CCHE Grant Agreement No. 07-B4-27
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, state of California, and is described as: Lopez Adobe Ancillary Building and Landscaping Project located at 1100 Pico Street, San Fernando, CA 91340 at the southwest corner of Pico Street and South Maclay Avenue
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on March 31, 2014
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** IBN Construction Incorporated, CA License B # 967178 (c/o Emad Naguib), P.O. Box 823, Orange, CA, 92865.
8. **DECLARATION:** I, Brian Saeki, duly appointed City Manager of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Brian Saeki, City Manager  
City of San Fernando, California  
(City Seal)

\_\_\_\_\_  
Date

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this 22<sup>nd</sup> day of April, 2014, by Brian Saeki, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
Elena G. Chávez, Notary Public



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**ORDINANCE NO. 1632****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADDING ARTICLE VI (STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION) TO CHAPTER 74 (STREETS SIDEWALKS AND OTHER PLACES) OF SAN FERNANDO MUNICIPAL CODE, ADOPTING THE 2012 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

**WHEREAS**, the Standard Specifications for Public Works Construction, popularly known as the "Greenbook," provides specifications that have general applicability to public works projects; and

**WHEREAS**, the Greenbook has been adopted by more than 200 cities, counties, and agencies in Southern California; and

**WHEREAS**, the Greenbook, first published in 1967, is updated and republished every three years; and

**WHEREAS**, Public Works Standards, Inc. a mutual benefit corporation, is the current producer of the Greenbook and has written and promulgated the 2012 edition thereof; and

**WHEREAS**, the City Council of the City of San Fernando desires to adopt the 2012 edition of the Greenbook for the purpose of providing specifications that have general applicability to the City's public works projects.

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

**SECTION 1.** The facts set forth in the recitals above are true and correct and are incorporated herein by reference.

**SECTION 2.** Chapter 74 (Streets, Sidewalks, and Other Public Places) of the City of San Fernando Municipal Code is amended by the addition of Article VI (Standard Specifications for Public Works Construction) which shall read as follows:

Article VI (Standard Specifications for Public Works Construction)

Sec. 74-278 Adoption by Reference

Sec. 74-279 Imposition of Stricter Standards

Sec. 74-278. Adoption by Reference.

Except as may otherwise be provided herein, the provisions of the 2012 edition of the "Standard Specifications for Public Works Construction" (popularly known as the

"Greenbook"), written and promulgated by Public Works Standards, Inc., a mutual benefit corporation, together with such changes as may be published in pamphlet form as amendments to the 2012 edition in each of the two years between publication of a new edition of the Greenbook, are adopted and applicable to all public works construction undertaken after the effective date of this ordinance. One copy of the Standard Specifications for Public Works construction has been and is now filed with the office of the City Clerk, and said Standard Specifications for Public Works Construction is adopted by reference as if incorporated and set out at length in this chapter.

**Sec. 74-279. Imposition of Stricter Standards.**

Whenever any provision of such Standard Specifications for Public Works Construction hereby adopted conflicts with any other provision or requirement of the code, such other provision or requirement shall apply.

**SECTION 3.** Should any section, subsection, clause or provision of this Ordinance, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance. This Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this 21<sup>st</sup> day of April, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

---

Rick R. Olivarez, City Attorney

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

I, Elena G. Chávez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing Ordinance was duly adopted by the City Council at its regular meeting held on the 21<sup>st</sup> day of April, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Elena G. Chávez, City Clerk

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## RECREATION AND COMMUNITY SERVICES DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Ismael Aguila, Recreation and Community Services Operations Manager

**DATE:** April 21, 2014

**SUBJECT:** Consideration of Co-sponsorship of Help-Portrait San Fernando 2014

---

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve City co-sponsorship of Help-Portrait San Fernando 2014 with Alas Media;
- b. Approve the use of the City seal on Alas Media print material; and,
- c. Consider approval of waiving fees for use of Las Palmas Park for Help-Portrait Event.

#### **BACKGROUND:**

1. On July 27, 2012, City staff met with representatives from Alas Media regarding a co-sponsorship of Help-Portrait San Fernando 2012 targeted for December 8, 2012.
2. On September 25, 2012, the EPAH Standing Committee motioned that the proposed co-sponsorship of Help-Portrait San Fernando 2012 be placed on the City Council agenda for October 15, 2012.
3. On October 15, 2012, the City Council approved to co-sponsor Help-Portrait 2012.
4. On December 8, 2012, Help-Portrait San Fernando was held at Las Palmas Park and provided approximately 100 families with family portraits for the holiday season.
5. Since December of 2012, the City of San Fernando has co-sponsored the event.
6. On November 18, 2013, the City Council approved a Facility-Use Waiver Policy to address fee waivers for events/programs beneficial to the community.

## Consideration of Co-sponsorship of Help-Portrait San Fernando 2014

Page 2

7. On March 11, 2014, the Parks, Wellness, and Recreation Commission approved a motion recommending that the City Council approve the proposed co-sponsorship of Help-Portrait San Fernando 2014 and that the item be placed on the April 7, 2014 City Council meeting for their consideration.
8. Recreation and Community Services (RCS) Staff have been working with Alas Media to plan for Help-Portrait San Fernando 2014.

**ANALYSIS:**Alas Media

Alas Media is a media company based in the City of San Fernando that provides full service multimedia production to businesses, schools, and other non-profit organizations. Alas Media has long time roots tied to the San Fernando Education Technology Team ([www.SFETT.com](http://www.SFETT.com)). Born within a struggling high school, this organization was comprised of students who chose to voice themselves through multimedia in order to improve their community and share their thoughts with the world. Having evolved into a local business, Alas Media now provides professional development focused around the power of multimedia that shares not only the stories of the community but includes businesses, schools and other organizations.

Help-Portrait San Fernando

Since 2009, Alas Media has collaborated with local partners for an annual event titled Help-Portrait San Fernando. Help-Portrait San Fernando provides free holiday portraits for low-income families in the Northeast San Fernando Valley. Alas Media recruits volunteers to provide services from photographers, make-up artists, and hair stylists to produce a rewarding event for very deserving families. The volunteers provide breakfast and snacks, complete hair and make-up makeovers, and offer entertainment to children with arts and crafts. The volunteers photograph the families and allow them to select their favorite photo. The result is a beautiful framed photograph with a wonderful memory that each family is able to take home and share this holiday season.

For the past two years, Alas Media has provided portraits for approximately 200 families at Las Palmas Park by recruiting local families from organizations that include: the Boys & Girls Club of San Fernando Valley, Meet Each Need with Dignity (MEND), San Fernando Institute for Applied Media (SFAM), Woodcraft Rangers, San Fernando Senior Center, San Fernando Senior Housing, and local schools. This year, Help-Portrait San Fernando 2014 will once again target approximately 100 families. The event will be held on December 6, 2014, at Las Palmas Park, from 9:00 a.m. to 4:00 p.m.

Alas Media Co-sponsorship Request

With the co-sponsorship and approval of the use of the City seal, the City will lend support to Help-Portrait San Fernando 2014 in the following manner:

- Use of facility rooms at Las Palmas Park at no costs. The estimated costs would be approximately \$756.00, which include:

## Consideration of Co-sponsorship of Help-Portrait San Fernando 2014

Page 3

- Gym facility: 9-hours at \$28 per hour: Total \$252.00
  - Craft Room: 9-hours at \$28 per hour: Total \$252.00
  - Multipurpose Room: 9 hours at \$28 per hour: Total \$252.00
- Provide part-time staff for facility use assistance. The estimated cost would be approximately \$160.00.
- Assist with identifying low-income residents of the City of San Fernando to participate in the event.

**CONCLUSION:**

It is recommended that the City Council: approve the co-sponsorship of Help-Portrait San Fernando 2014; approve the use of the City seal; and, consider approval of waiving fees for facility use and staff time. This co-sponsorship will allow for Alas Media to provide residents of the City and the Northeast San Fernando Valley with holiday portraits for families who would otherwise not be able to afford them.

**BUDGET IMPACT:**

There will be no budget impact during the current General Fund for Fiscal Year 2013-2014. City staff will budget additional costs of \$160.00 for staffing of the event for Fiscal Year 2014-2015.

**ATTACHMENT:**

A. Request Letter from Alas Media



## HELP-PORTRAIT SAN FERNANDO, CA

March 31, 2014

Dear City of San Fernando,

I am writing to ask you to partner with us once again this holiday season for Help-Portrait San Fernando.

Help-Portrait is a global movement of thousands of photographers and volunteers using their time, equipment, and expertise to give back to their community. The idea behind Help-Portrait is simple: find someone in need and take their portrait.

This year, *Alas Media* along with colleagues, community members, and friends are hosting the sixth annual, **Help-Portrait San Fernando**. This year our goal is to photograph 100 families. **Help-Portrait San Fernando** works with local community organizations to identify families in need who might not otherwise be able to afford a family portrait. Our participants are struggling single parents, families who have lost their jobs due to the economy, women who have been victims of domestic violence and families who are just trying to make ends meet.

The City of San Fernando has been an amazing partner to our event for the past two years and we would love to have your partnership once again this year. We are requesting that the City of San Fernando co-sponsor **Help-Portrait San Fernando** and waive facility and staff fees. Being a sponsor will allow you to give back to a community who is passionate about making this holiday season a little more special for families in need.

Our photographers and volunteers donate their time and talent and so we rely on sponsors like you to help cover the costs associated with this amazing event.

**Help-Portrait San Fernando** provides free hair and make up to the participants, as well as a kids corner, light breakfast and a framed photo and poinsettia, but we cannot do this without the generous support of organizations like you.

Please visit our website [www.help-portrait-sanfernando.com](http://www.help-portrait-sanfernando.com) to learn more about this great event and to watch a video documenting the impact that **Help-Portrait San Fernando** has had on our community. If you have any questions, please do not hesitate to contact us.

Thank you in advance for your support!

Sincerely,  
Elizabeth Ruvalcaba  
Help-Portrait San Fernando  
Tax ID # 27-1476015  
818.618.7851



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## FINANCE DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Rafaela T. King, Interim Finance Director

**DATE:** April 21, 2014

**SUBJECT:** Consideration to Approve a Contract Extension for Professional Auditing Services with Van Lant & Fankhanel, LLP

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#### **RECOMMENDATION:**

It is recommended that the City Council approve a one year extension of the Contract for Professional Auditing Services (Attachment "A" – Contract No. 1711(a)) with Van Lant & Fankhanel, LLP for the Fiscal Year (FY) 2013-2014 audit with an option to renew for two additional one-year terms.

#### **BACKGROUND:**

1. On July 2, 2007, the City entered into a three-year Agreement (July 2, 2007 to March 31, 2010) with Diehl, Evans & Co., LLP (Contract No. 1573) for professional auditing services, with the City reserving the right to extend the term of the contract for two additional one-year terms.
2. In Fiscal Year (FY) 2010-11, the last one-year renewal option of the Agreement with Diehl, Evans & Co., LLP expired and staff determined that it was in the City's best interest to solicit Requests for Proposals (RFP) from all interested audit firms for the FY 2011- 2012 audit.
3. On April 10, 2012, staff posted the RFP for Professional Auditing Services on the City's website and distributed it to interested audit firms.
4. On May 4, 2012, staff conducted the bid opening and received a total of four sealed technical and cost proposals.
5. On May 18, 2012, all proposals were reviewed by an in-house committee (comprised of the City Administrator, City Treasurer, and Junior Accountant) to ensure that the information requested in the RFP was complete and the respondents satisfied the minimum qualifications. During this review, two firms were disqualified for various reasons.

Consideration to Approve a Contract Extension for Professional Auditing Services with Van Lant & Fankhanel, LLP

Page 2

6. On May 29, 2012 and May 30, 2012, the in-house committee interviewed the two remaining firms. After careful review by the in-house committee, the firm of Teaman, Ramirez & Smith, Inc. was selected for recommendation to the City Council for approval of a three-year Agreement, with an option to renew for two additional years.
7. On June 4, 2012, City Council awarded a three-year contract Agreement, with an option to renew for an additional two years, to Teaman, Ramirez & Smith, Inc. in the amount of \$135,300 to provide professional auditing services; and directed the City Administrator to negotiate an Agreement and report back with the final Agreement at a future meeting for review and approval.
8. On May 9, 2013, the City was notified by Teaman, Ramirez & Smith, Inc. that their audit partner and several audit personnel left the firm to start another firm and they would not be able to provide future audit services beyond the 2012 fiscal year audit.
9. On May 13, 2013, the former audit partner to Teaman, Ramirez & Smith, Inc. provided the City with an engagement letter for audit services under his new firm name of Van Lant & Fankhanel, LLP to complete the vacated contract left by Teaman, Ramirez & Smith, Inc.
10. On June 3, 2013, the City Council approved a contract with Van Lant & Fankhanel, LLP (Contract No. 1711) in the amount of \$38,000 with an optional one year extension for audit services for the 2013 fiscal year audit.

**BUDGET IMPACT:**

Funding for this contract will be included in the FY 2014-2015 proposed budget in the amount of \$38,000.

**CONCLUSION:**

The RFP process was completed in 2012. The City would like to complete the original contract terms of three to five years before a new RFP process for audit services is conducted. The audit partner and staff at Van Lant & Fankhanel, LLP were the auditors who performed the City's FY 2011-2012 audit while at Teaman, Ramirez & Smith, Inc., and completed the vacated contract at a reduced rate.

Staff recommends that the professional services Agreement awarded to Van Lant & Fankhanel, LLP be extended for a one-year period, with an option to renew for two one-year terms.

**ATTACHMENT:**

- A. Contract No. 1711(a)

**ATTACHMENT "A"**  
**CONTRACT NO. 1711(A)**

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into this 21<sup>st</sup> day of April, 2014 by and between the City of San Fernando ("CITY") and Van Lant & Fankhanel, LLP ("CONSULTANT").

**RECITALS**

A. CITY has determined that it requires the following professional services from a consultant: Professional Audit Services in connection with the years ending on June 30, 2013, and 2014.

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.

C. CONSULTANT was the audit partner and staff of our prior audit firm, Teaman, Ramirez and Smith (TRS) that was assigned to our City and has left the firm and started Van, Lant & Fankhanel, LLP. As such, the City received notice from TRS on May 9, 2013 that they would not be able to provide future services beyond the completion of the 2012 audit.

D. CITY had determined that there was not enough time to do a formal Request for Proposals to complete the FY 2012-2013 audit in a timely fashion. As such, CONSULTANT agreed to assume the contract left by former audit firm with modifications as inserted into contract for the 2012 - 2013 fiscal year audit with an optional one year extension for the 2013 - 2014 fiscal year audit.

E. CITY would like to exercise the one year extension of the current audit contract with CONSULTANT for the 2013-2014 fiscal year audit and include two optional one-year term extensions for the 2015 and 2016 fiscal year audits.

**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": July 1, 2013
- D. "Expiration Date": June 30, 2015

## 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 in conformance with the project timeline set forth in Exhibit C attached hereto and incorporated herein by this reference.

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 representative shall be the City Administrator, (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 that 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, Greg Fankhanel 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 17 herein. The CITY reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the CITY and CONSULTANT. This contract is subject to the annual availability of an appropriation.

## **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 thirty-eight thousand dollars (\$38,000) for each fiscal year, payable as earned during the Project in accordance with Exhibit B. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONSULTANT.

B. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. 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, subject to the work satisfaction provision in Paragraph 8.

## **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, 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 working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the CITY of the need to extend the retention period. The auditor will be required to make working papers available to the CITY or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

All reports, memoranda, computation sheets, computer data files and media or other documents prepared by CONSULTANT in connection with services to be performed under this Agreement, shall be the property of and be promptly submitted to CITY at CITY's request. However, CONSULTANT may retain and use copies for references.

## **10. 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 the CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

## **11. 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, except for working papers as referenced in Section 9 above, shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

## **12. 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 or other 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.

## **13. 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. 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.

C. 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.

#### **14. 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 [*or Errors and Omissions Insurance*] with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. 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.

C. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may immediately terminate this Agreement.

D. Prior to commencement of work under this Agreement, CONSULTANT shall file with the 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.

E. 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.

F. 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. CONSULTANT will deliver to City the required certificates of insurance and endorsements for the policies as defined in Section 14A. 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.



G. 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.

H. 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.

I. 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 13 of this Agreement.

## **15. 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.

## **16. RECORDS AND INSPECTIONS**

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of seven (7) 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.

## **17. 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 sixty (60) 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.

**18. FORCE MAJEURE**

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

**19. 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: Brian Saeki  
City Manager  
City of San Fernando (CITY)  
117 Macneil Street  
San Fernando, CA 91340  
Telephone: (818) 898-1202  
Facsimile: (818) 361-7631

**If to CONSULTANT:**

Attn: Greg Fankhanel, CPA  
Title: Partner  
Company: Van Lant & Fankhanel, LLP  
Address: 25901 Kellogg Street  
Loma Linda, CA 92354  
Telephone: (909) 856-6879  
Facsimile: (951) 679-1549

**With a courtesy copy to:**

Rick R. Olivarez, City Attorney  
Olivarez Madruga, P.C.  
1100 S Flower St, Suite 2200  
Los Angeles, CA 90015  
Telephone: (213) 744-0099  
Facsimile: (213) 744-0093

**20. 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.

**21. 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.

## **22. 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.

## **23. 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. As required by professional standards, the CITY will be required to sign an annual engagement letter outlining audit standards and single audit requirements. A sample letter has been attached as EXHIBIT "D".

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

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

**CITY:**

**CONSULTANT:**

\_\_\_\_\_  
Brian Saeki  
City Manager

By:

\_\_\_\_\_  
Greg Fankhanel  
Partner

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez  
City Attorney

**EXHIBIT "A"****SCOPE OF SERVICES*****A. Scope of the Work to be Performed***

1. The audit firm will perform an audit of all funds of the City of San Fernando. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Officer's Government Auditing Standards (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non Profit Organizations. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Funds and each major fund of the City.
2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program,, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Administrator.
5. The audit firm will be required to provide special assistance in order to meet requirements of the CSMFO and GFOA programs, including preparing answers to all GFOA and/or CSMFO comments.

***B. Auditing Standards to be Followed***

To meet the requirements of this contract, the audit shall be performed in accordance with:

1. Generally accepted auditing standards set forth by the American Institute of Certified Public Accountants;
2. The standards applicable to financial audits contained in Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended in 1996; and
4. The provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

***C. Working Paper Retention***

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of San Fernando of the need to extend the retention period. The auditor will be required to make working papers available to the City of San Fernando or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

***D. Irregularities and Illegal Acts***

Auditors shall be required to make immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Administrator and City Attorney.

***E. Report preparation, editing, printing, binding shall be the responsibility of the auditor as follows:***

1. Comprehensive Annual Financial Report (25)
2. Single Audit Report (10)
3. GANN Limit (5)
4. Section 108 Compliance Review (5)
5. Electronic copy of all Final Statements and each of the reports listed above in Items 1 – 5

**EXHIBIT “B”****APPROVED FEE SCHEDULE**

<b>Auditors Standard Hourly Billing Rates</b>		
<b>Position</b>	<b>Fiscal Year 2012/13</b>	<b>Fiscal Year 2013/14</b>
Partner	\$ 175	\$ 185
Manager	\$ 130	\$ 135
Senior Accountant	\$ 120	\$ 125
Staff Accountant	\$ 90	\$ 95
Clerical	\$ N/A	\$ N/A

<b>COMPREHENSIVE COST BID</b>		
<b>Description of Services</b>	<b>Cost for Fiscal Year 2012/13</b>	<b>Cost for Fiscal Year 2013/14</b>
City Audit and Related Reports	\$ 30,200	\$ 30,200
GANN Limit Review Report	\$ 300	\$ 300
Single Audit and Related Reports	\$ 4,500	\$ 4,500
Audit on AUP Regarding Section 108 Loan Compliance	\$ 3,000	\$ 3,000
<b>Total for Fiscal Year (not to exceed)</b>	<b>\$ 38,000</b>	<b>\$ 38,000</b>

**EXHIBIT “C”****PROJECT TIMELINE**

The auditor shall provide all drafts and recommendations for improvements to the City Administrator within a reasonable time period after the last day of field work. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed CAFR, component unit financial statements, Single Audit report and other reports shall be delivered to the City Administrator. This process must be completed and the final products to be delivered by December 1<sup>st</sup> of each year in order to ensure timely submission to the various reporting agencies.





March 31, 2014

To the City Council and Management  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

We are pleased to confirm our understanding of the services we are to provide the City of San Fernando (City) for the fiscal year ending June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the fiscal year ending June 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Supplementary OPEB Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining statements, individual fund statements.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will also provide a report on agreed upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Management's Responsibilities**

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to our year-end audit procedures.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute

assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP (VLF) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the City's Cognizant or Oversight Agency for audit, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of VLF personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May or June of 2014 and to issue our reports no later than December 2014. Greg Fankhanel is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be the same as the prior year, as follows:

<i>Description of Services</i>	<i>2013/14 Fiscal Year</i>
City Audit and Related Reports	\$30,200
GANN Limit Report	300
Single Audit	4,500
AUP Report Regarding Section 108 Compliance	3,000
<b>Total</b>	<b>38,000</b>

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The above fees for Single Audit are based on the assumption there will be no more than two major programs in accordance with OMB Circular A-133.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return a copy to us.

Very truly yours,

*Van Lant & Frankhamel, LLP*

**RESPONSE:**

This letter correctly sets forth the understanding of the City of San Fernando.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**PUBLIC WORKS DEPARTMENT AND  
RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Marlene Miyoshi, Interim Public Works Director  
Ismael Aguila, Recreation and Community Services Operations Manager

**DATE:** April 21, 2014

**SUBJECT:** Consideration of Co-sponsorship of the San Fernando Bikeway Clean-Up Event

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**RECOMMENDATION:**

It is recommended that the City Council approve City co-sponsorship of the San Fernando Bikeway Clean-up Event on Saturday, May 3, 2014, with the Kiwanis Club of San Fernando (Kiwanis Club).

**BACKGROUND:**

1. On September 17, 2011, and April 21, 2012, the City partnered with the Kiwanis Club to provide annual clean-ups of the bikeway located near Truman Street, between Maclay Avenue and Hubbard Avenue.
2. In May 2012, risk management and liability concerns arose regarding volunteer workers and the Kiwanis Club did not arrange a bikeway clean-up event for 2013.
3. In 2012, the City Attorney prepared a liability release form for volunteers assisting with City-sponsored clean-up days. Utilizing the new form, the City has since successfully established other City-sponsored clean-up events (i.e., Rudy Ortega Sr. Park and Las Palmas Park) with volunteers.
4. Recently, the Kiwanis Club has again expressed interest in continuing to assist the City in cleaning up the San Fernando Bikeway.

**ANALYSIS:**

The Kiwanis Club was founded in 1922. It is operated by a volunteer board of directors and a staff of committee chairpersons, all elected and appointed by the membership. Their mission is

## Consideration of Co-sponsorship of the San Fernando Bikeway Clean-Up Event

Page 2

to find ways to serve the youth and those in need in the San Fernando community. The Kiwanis Club has assisted the City with similar bikeway clean-ups in the past which were very successful.

Because of the overgrowth of weeds and general unsightliness of the bikeway, Mayor Pro Tem Gonzales has again reached out to the Kiwanis Club and other organizations to assist in another clean-up event. The proposed event will occur on Saturday, May 3, 2014, from 7:30 a.m. to 11:00 a.m., between Maclay Avenue and Hubbard Avenue (Attachment "A"). The event will include the following:

City co-sponsorship will involve the following:

- 1 Public Works weekend staff member to assist as needed.
- 5 yards of mulch and trash bags will be donated by Republic Services.

Kiwanis Club agrees:

- To provide 20-30 volunteers with their own gardening gloves and tools.
- All volunteers must sign the City's liability release form prior to the start of the event (forms can be signed and delivered to City staff the day of the event).

It is anticipated that this will become an annual City co-sponsored event and will be brought back to the City Council for consideration as there are several groups who are interested in participating, but may not be able to commit to doing so every year. This event will be processed through the City's normal Special Event permitting process.

### **BUDGET IMPACT:**

Approval of the City co-sponsored event will not impact the General Fund.

### **CONCLUSION:**

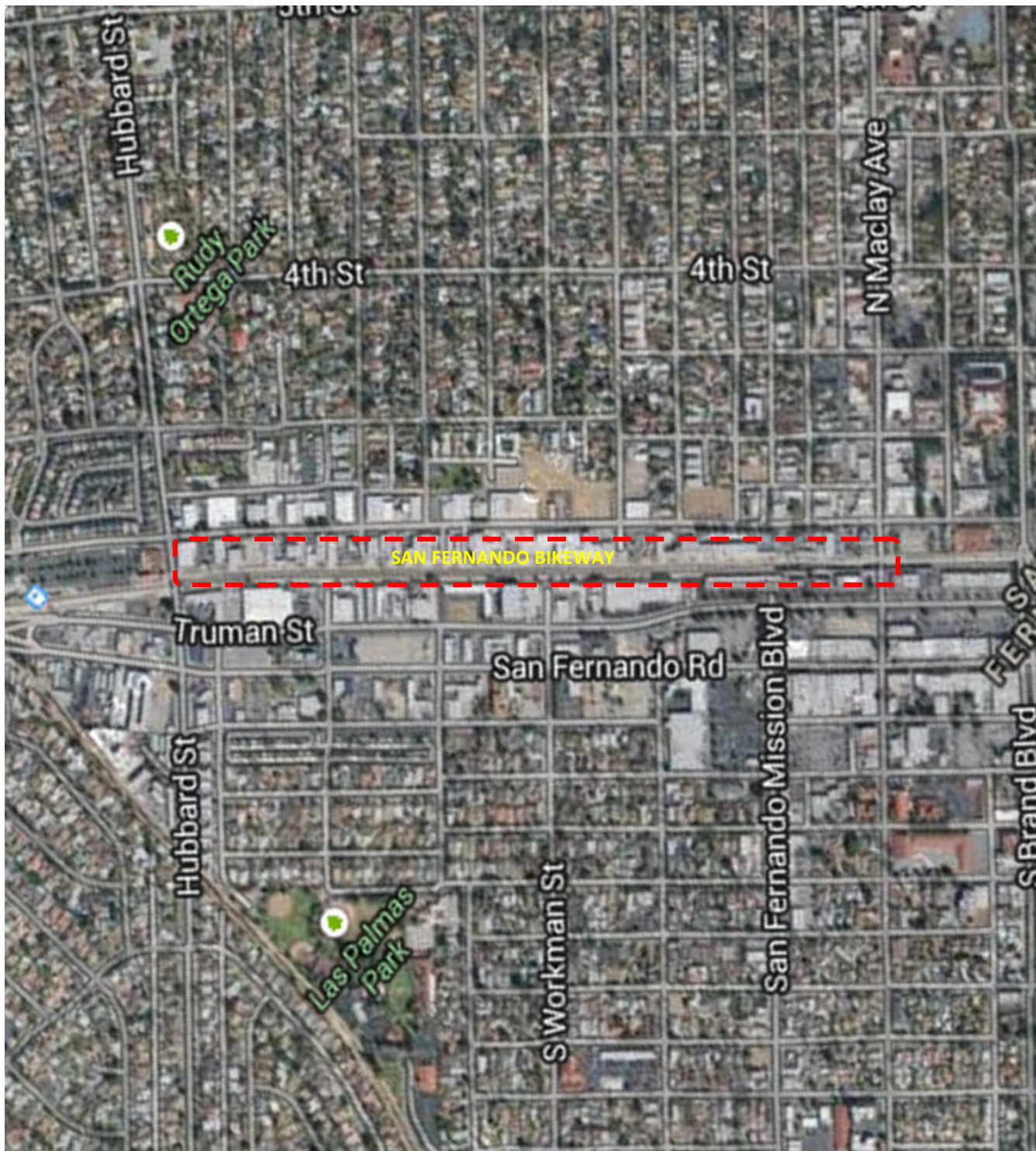
It is recommended that the City Council approve the co-sponsorship of the San Fernando Bikeway Clean-Up Event on May 3, 2014, with the Kiwanis Club.

### **ATTACHMENT:**

A. San Fernando Bikeway Clean-up Event Map

## ATTACHMENT "A"

## SAN FERNANDO BIKEWAY CLEAN-UP EVENT



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## RECREATION AND COMMUNITY SERVICES DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Ismael Aguila, Recreation and Community Services Operations Manager

**DATE:** April 21, 2014

**SUBJECT:** Consideration to Approve Partnership with Kadima Conservatory of Music

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the City partnership with Kadima Conservatory of Music; and
- b. Authorize the City Manager to execute a Cooperative Use Agreement (Attachment “A” – Contract No. 1744) with Kadima Conservatory of Music.

#### **BACKGROUND:**

1. On June 20, 2013, the Recreation and Community Services (RCS) Operations Manager met with the Executive Director of Kadima Conservatory of Music (Kadima) regarding a potential relocation of Kadima to the City of San Fernando. In the meeting, Kadima requested assistance with renting park facilities and introducing City partners that could benefit from the services/resources Kadima provides.
2. On July 10, 2013, RCS staff met with Kadima to discuss potential opportunities to collaborate for City events.
3. On July 14, 2013, Kadima submitted an application for facility use with the City to utilize the San Fernando Regional Pool Facility for weekly member practices.
4. On August 29, 2013, RCS staff and Kadima met with local partners that included schools, non-profits, and businesses to discuss potential programs/activities that could be created with a synergistic partnership.

## Consideration to Approve Partnership with Kadima Conservatory of Music

Page 2

5. On January 14, 2014, the Parks, Wellness, and Recreation Commission approved a motion recommending that the City Council approve the proposed partnership with Kadima Conservatory of Music.

### ANALYSIS:

#### Kadima Conservatory of Music

Since 1985, Kadima has provided the highest level of musical training to private and public school students of all ages, ethnicities, and socio-economic backgrounds. The primary objective is to inspire youth to have a lifelong love of music and learning. With the advent of Proposition 13 in the 1970's, many schools throughout the greater Los Angeles area lost their music programs, many of which were never replaced. While private instruction was always an option, it was often prohibitive to many students due to the high cost of music lessons.

The Kadima String Quartet currently sits in residence at the Kadima Conservatory of Music. The Kadima String Quartet places an emphasis on their pedagogical role as well as their role as professional musicians. As educators, they are actively involved in outreach programs throughout the Southern California area, and were winners of the prestigious Coleman Chamber Music Outreach Concert Award in 2001 and 2003. Now in their 30<sup>th</sup> year, Kadima's curriculum provides: private and semi-private music instruction; Beginning Strings; Brass and Woodwind classes; advanced ensembles such as the Jr. Philharmonic and Kadima Conservatory Philharmonic; Master classes; and artist recitals.

For over 25 years, Kadima has utilized their 501c status to successfully secure funding opportunities that attract students from all cultural backgrounds and social-economic levels. Today, there are a total of 300 students enrolled in the Kadima Conservatory of Music.

#### Proposed Partnership

The proposed partnership with Kadima is designed to provide residents access to music resources not offered in the City and to compliment the efforts of the City's Cultural Arts Division. Kadima is requesting facility fee waivers in exchange for the following services provided to the community (Exhibit "A" of Attachment "A"). The City will coordinate with Kadima to ensure the following are provided in the City of San Fernando.

- 7 - Community concerts by the Kadima String Quartet and faculty per year.
- 2 - Concerts at local schools.
- 2 - Mini musical workshops at local schools.
- 1 – Holiday Musical Tour.
- 30 – Full scholarships for socio-economic deprived residents.
- 10 – Private Instruction Scholarships for socio-economic deprived residents.

#### Cost Analysis

The services provided by both parties are considered to be in-kind (soft costs), thus the proposed partnership will be cost-neutral for both the City and Kadima. The estimated value of the

## Consideration to Approve Partnership with Kadima Conservatory of Music

Page 3

exchange of services is listed below. Please refer to Kadima/City Proposal (Exhibit “A” of Attachment “A”) for a detail analysis.

### *Cost Comparison*

	Kadima	City of San Fernando
<b>TOTAL</b>	<b>\$93,700</b>	<b>\$23,650</b>

### **BUDGET IMPACT:**

Approval of the partnership will not impact General Fund expenditures for Fiscal Year 2013-2014, as staff has budgeted expenses for Facility Rental Program. However, there will be an impact of \$1,100 in decreased revenues to the General Fund for Fiscal Year 2013-2014, due to waiving of facility fees.

### **CONCLUSION:**

It is recommended that the City Council approve the City partnership with Kadima Conservatory of Music and authorize the City Manager to execute a Cooperative Use Agreement with Kadima Conservatory of Music for a period of one year (i.e., April 21, 2014 ending April 22, 2015). The partnership will allow for Kadima to provide 30 City residents the opportunity to learn the art of classical music that otherwise not be able to afford it.

### **ATTACHMENTS:**

- A. Contract No. 1744
- B. Request Letter from Kadima

**ATTACHMENT “A”**  
**CONTRACT NO. 1744**

**COOPERATIVE USE AGREEMENT**

(Parties: City of San Fernando and Kadima Conservatory of Music)

THIS COOPERATIVE USE AGREEMENT (“Agreement”) is made and entered by and between Kadima Conservatory of Music, a non-profit organization (hereinafter referred to as “Kadima”) and CITY OF SAN FERNANDO, a California municipal corporation (hereinafter referred to as the “City”). For purposes of this Agreement the capitalized term “Parties” may refer to either Kadima or City. The capitalized term “Party” may refer to either Kadima or City interchangeably.

RECITALS

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

WHEREAS, Kadima and the City are entering into this Agreement for the purposes of providing community musical performances and educational classes, respectively; and

WHEREAS, Kadima owns and operates a Musical Conservatory; and

WHEREAS, the City owns and operates certain real property located at 208 Park Ave., in the City of San Fernando (the “City Facilities”); and

WHEREAS, Kadima has submitted to City a proposal for the use of City Facilities, attached hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, City has determined that a cost-neutral cooperative use of City Facilities by Kadima will maximize and enhance the community benefit of these facilities by providing residents access to music resources not offered in the City and compliment the efforts of the Cultural Arts Division; and

WHEREAS, Kadima and City seek a collaborative relationship for the cooperative use of City Facilities subject to certain modifications and refinements under this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement shall be One (1) year, commencing April 21, 2014 and ending April 22, 2015.
2. City Facilities.

This Agreement relates to the cooperative use of the City Facilities herein identified as the Banquet, Workshop Room, Multipurpose Room, Club Room, and Meeting Rooms at the San Fernando Regional Pool Facility and Recreation Park.

3. Scholarship Requirements.

Kadima hereby agrees that it shall provide the following scholarships:

- i. Provide 30 - full scholarships for the Kadima Group Instruction Program.
- ii. Provide 10 – full scholarships for the Kadima Private Instruction Program.

Kadima hereby agrees that all individuals participating in scholarships shall meet the following requirements:

- i. Residents of the City of San Fernando.
- ii. Median household income is less than \$55,000 and/or students of the Master Mariachi Program.

Kadima hereby agrees that all instructors have passed a thorough background check as required by Federal, State, and Local Law.

Additional selection requirements required by Kadima related to organization's mission and funding requirements.

Kadima hereby agrees to use the following hours of City Facilities use time per year for each scholarship student:

- i. Provide 2- Rooms in the San Fernando Pool Facility (Refer to Exhibit "A").
- ii. Provide 4 - Rooms at Recreation Park (Refer to Exhibit "A").

No later than December 31, 2014, Kadima shall provide to City the list of students receiving scholarships and evidence that these students live in the City and meet the eligibility requirements listed under this subsection 3.

4. Concerts and Tours. Kadima hereby represents and agrees that it shall perform the following workshops, tours and concerts during the Term of this Agreement:

- i. Provide Seven (7) Community Concerts in the City of San Fernando (Date/location to be determined).
- ii. Provide Two (2) Music Concerts at schools located in the City of San Fernando (Date/location to be determined).
- iii. Provide Two (2) Mini musical workshops at local schools located in the City of San Fernando (Date/location to be determined).
- iv. Provide One (1) Holiday Musical Tour located in the City of San Fernando (Date/location to be determined).

City staff will coordinate with Kadima to identify potential workshops, tours, and concerts which are to be approved by the Recreation and Community Services Director.

5. Scheduled Use of City Facilities.

Kadima agrees to provide the services listed in the Proposal and in exchange the City agrees to provide the use of City Facilities for the hours and times listed in the Proposal.

Kadima, through its Kadima Representative, shall provide City with a written request for use of the City Facilities no later than two-weeks prior to the event, for all change in facility dates time related to the scholarship programs.

Notwithstanding subsection 5(A), Kadima may use the City Facilities during the prescribed times listed in Exhibit "A":

All other times are reserved for use by the City, unless the City, in its sole discretion, approves Kadima's request for additional use times. If at any time, Kadima determines that it will not use the space reserved pursuant to this Agreement, Kadima will notify City as soon as possible.

6. Permitted Use and Regulations for City Facilities.

Kadima will adhere to and abide by all rules, regulations, and conditions in the City of San Fernando Facility Rental and Usage Terms (Refer to Exhibit "B").

7. Indemnification. Each Party shall be responsible for any personal injury or property damage which occurs as a result of their use of the other's facilities. Without limitation of the foregoing, each Party agrees to protect, indemnify, defend and hold the other Party and its elected officials, officers, employees, attorneys, contractors, volunteers and agents (collectively, the "Indemnitees"), free and harmless from and against (collectively, "Indemnify") any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "Losses") that the Indemnitees may suffer or incur (as determined by final arbitration or court decision or by the agreement of the Parties, except that an indemnifying Party's duty to defend the Indemnitees pursuant to this Section does not require any prior determination by final arbitration or court decision or agreement of the Parties) to the extent that such Losses are a result of (a) the negligence or willful misconduct of the indemnifying Party at the other Party's facilities and/or in the use of equipment by the indemnifying Party, or (b) the failure of the indemnifying Party to comply with the terms of this Agreement, in each case to the fullest extent permitted by law. A Party shall have no duty to Indemnify the Indemnitees (and the Indemnitees shall be liable to the other Party to the extent otherwise liable under applicable law) to the extent that any Losses are caused by the negligence or willful misconduct of the Indemnitees, or by the failure of the Indemnitees to comply with the terms of this Agreement, provided such willful misconduct or negligence is determined by agreement between the Parties or by arbitration or by a court of competent jurisdiction.
8. Insurance. Kadima shall obtain and maintain, at sole cost and expense, comprehensive liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about City Facilities (as a result of the Kadima's use of such City Facilities hereunder) that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$1,000,000) for property damage.

Such coverage shall (a) name the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insured, (b) contain a provision that the policy will not be cancelled without at least thirty (30) days' prior notice to the City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the City.

Kadima shall provide the City with a certificate of insurance evidencing such coverage no later than the seven (7) calendar days prior to the first scheduled use of City Facilities under this Agreement.

9. Termination.

- A. Section 1 of this Agreement notwithstanding, the City may terminate this Agreement at any time upon five (5) days prior written notice to Kadima. Kadima may terminate this Agreement at any time upon thirty (30) days' prior written notice to City.
- B. Notwithstanding the issuance by either Party of written notice to terminate this Agreement pursuant to Section 9(A), the Parties shall continue to be bound by the terms and conditions of this Agreement up to the effective date of any termination for convenience. Each Party reserves the right to rescind any notice of intent to terminate for convenience prior to the effective date of any such termination.

10. Miscellaneous Provisions.

Non-Liability of Officials. No elected or appointed official, officer, employee, agent or volunteer of Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such elected or appointed official, officer, employee, agent or volunteer.

Representatives. The City's Representative shall be Brian Saeki. Kadima's Representative shall be Beth Elliot. Notice to Party's Representative shall be considered notice to the Party.

Communications. Parties shall regularly review, and address concerns, responsibilities and other issues surrounding, proposed times of use of facilities.

Assignments. No Party shall assign this Agreement or any right or privilege any Party may have under this Agreement without the prior written consent of the other Party.

Successors and Assigns. This Agreement shall be binding on all the successors and assigns of the Parties.

Governing Law/Venue. The Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be

tried exclusively in federal court, venue, without exception, shall be in the Central Kadima of California locating in the City of Los Angeles, California.

Records. Parties shall keep a record of use and mutually review this data annually.

Notice. Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Kadima: 14023 Chandler Blvd  
Sherman Oaks, CA 91401  
Attention: Beth Elliot, Executive Director  
Telephone: (818) 780-9596  
Email: [Kadima@aol.com](mailto:Kadima@aol.com)

City: City of San Fernando  
117 McNeil Street  
San Fernando, California 91340  
Attention: Brian Saeki, City Manager  
Telephone: (818) 898-1202  
Facsimile: (818) 361-7631  
Email: [bsaeki@sfcity.org](mailto:bsaeki@sfcity.org)

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non- business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

Attorney's fees. In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to recover attorney's fees from the opposing party in any amount determined by the court or arbitrator to be reasonable.



Construction of Agreement. This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

Ambiguities. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only and shall not be used in construing any part of this Agreement.

No Third Party Benefit. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Effect of Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Entire Agreement. This Agreement constitutes the entire agreement between Kadima and the City with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing duly signed and delivered by Kadima and the City.

Amendment or Modification. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and such counterparts shall together constitute one and the same agreement.

Authority. The persons signing below represent and warrant that this Agreement has been duly approved by the governing body of each signatory's respective public agency entity and they have authority to enter into this Agreement on behalf of the public agency entities for which they are signing this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Kadima and the City hereto have entered into this agreement.

KADIMA:

KADIMA CONSERVATORY OF MUSIC

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

CITY:

CITY OF SAN FERNANDO

By: \_\_\_\_\_  
Brian Saeki, City Manager

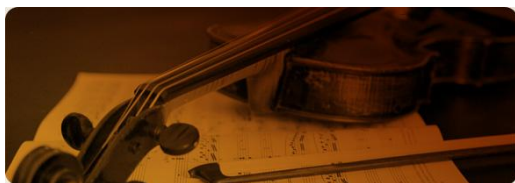
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rick Olivarez, City Attorney

Date: \_\_\_\_\_

**Kadima Conservatory Partnership Program  
2014 Proposal Details**

<b>Kadima Conservatory</b>		<b>City of San Fernando</b>	
<b>6-8 Community Concerts</b>	\$7,200.00	<b>Space for Rehearsal - Year Round</b>	\$ 8,520.00
by the String Quartet and faculty. Three have		3 sessions per year	
been performed and one is scheduled at La		Each session: 10 days 3:30pm-7:30pm	
Galeria Gitana on February 16th. \$1,200 each		total hours: 120 @ \$56 per hour	
<b>Daniel Pearl Music For Humanities Concert</b>	\$1,500.00	<b>Space for Rehearsal - July</b>	\$ 15,130.00
for the City of San Fernando and two local		Large orchestra rehearsal rooms 3-7pm	
school visits. \$1,500 each		Tuesday and Thursday	
		1 room 8hrs p/week @ \$71 per hour \$568	
<b>Worshops and "Mini Concerts"</b>	\$2,000.00	1 room 8hrs p/week @ \$71 per hour \$568	
for San Fernando Schools. Two visits have		1 room 8hrs p/week @ \$71 per hour \$568	
been provided to Artes High School at Cesar		Total Large rooms for 5 weeks \$8,520	
Chavez Learning Center. \$1,000 each			
		Small rehearsal space 3:30-5pm	
<b>Yearly Holiday Orchestra Tour</b>	\$3,000.00	Tuesday and Thursday	
by the Symphonic Conservatory Orchestra		1 room 3hrs p/week @ \$68 per hour \$204	
given at local schools and homes for the aged		1 room 3hrs p/week @ \$68 per hour \$204	
in the City of San Fernando. \$1,000 each		1 room 3hrs p/week @ \$68 per hour \$204	
		Total small rooms for 5 weeks \$3,060	
<b>30 Full Scholarships</b>	\$48,000.00		
Group Instruction for 30 financially deserving		1 orchestra rehearsal space 3-7pm	
San Fernando residents. Students participate		Wednesdays	
in 3 ten week sessions @ \$325 per student per		1 room 4hrs p/week @ \$71 per hour \$284	
session. 1 summer seminar session @\$625 per		Total orchestra room for 5 weeks \$1,420	
student. Yearly cost \$1,600 per student			
		Small rehearsal space 3-5pm	
<b>10 Private Instruction Scholarships</b>	\$32,000.00	Wednesdays	
One on one private lessons \$3,200 per student		1 room 2hrs p/week @ \$71 per hour \$142	
		1 room 2hrs p/week @ \$71 per hour \$142	
		1 room 2hrs p/week @ \$71 per hour \$142	
		Total small rooms for 5 weeks \$2,130	
<b>Total</b>	<b>\$93,700.00</b>		<b>\$ 23,650.00</b>



## *Kadima Conservatory of Music*

14023 Chandler Blvd.  
Sherman Oaks, CA 91401  
(818) 780-9596 · Office  
(818) 780-9811 · Fax

*Beth Elliott*

Founder and Executive Director

Since 1984

*You play, and you pass it on!*

February 13, 2014

To Whom It May Concern,

This letter is to confirm the willingness of participation provided in all music services by the Kadima Conservatory of Music, Beth Elliott, the Kadima String Quartet and the Kadima Conservatory of Music Faculty. The Conservatory provides the city of San Fernando students with tuition –free participation at all levels of the Conservatory. This past year, 18 LAVC students took advantage of these services at the cost of \$27,000. We now wish to provide the city of San Fernando with these services and more. This includes mentoring, orchestral training, chamber training and inclusion in all conservatory programs free of charge.

Not only is the Kadima String Quartet and Conservatory willing to provide all services, they have in fact already provided such services and will continue to as listed below.

\* 6-8 Community Concerts each year by the Kadima String Quartet at a 1,200.00 contribution per concert.

**We have already played 3 and have another on the afternoon of Sunday, February 16 at La Galeria Gitana.**

\*Daniel Pearl Music for Humanities Concerts for the City of San Fernando and two school visits. This concert and visits are valued at 1,500.00 for concerts and visits.

\*Workshops and “Mini Concerts” for San Fernando Schools

**We have already provided this twice to Artes High School at the Cesar Chavez Learning Center. These concerts and workshops are valued at 1,000.00 a visit**

\*Our yearly Holiday Orchestra Tour given by our advanced Symphonic Conservatory Orchestra given at schools and homes for the aged in the city of San Fernando as opposed to the west and central Valley

\*Private and group instruction for financially deserving San Fernando students on full scholarship in the Kadima Conservatory program. Students participating in our 3 ten week sessions @ 325.00 and our 1 Summer Seminar Session @ 625.00=1,575.00 per student. We can accommodate approximately 30 San Fernando city students.

\*Private instruction is valued at approximately 3,200.0 per student, and we can provide scholarship for private instruction for approximately 10 students

The members of the Kadima Conservatory of Music include public and private elementary, junior high school, high school, and college students primarily residing in the San Fernando Valley, but also from other sectors of the greater Los Angeles area. [We also serve a large population of adults wishing to enhance their lives with music education and training. ] Students from all cultural backgrounds and socio-economic levels have participated in the Kadima Conservatory of Music, many of whom have received full or partial scholarships over the past 30 years. Our scholarship program exists because of our 501k, Kadima Conservatory of Music, Inc. and the generosity of our donors. The Kadima Conservatory of Music was developed to provide a high level of musical training to private and public school students, all San Fernando City students, and adults of all ages, ethnicities and socio-economic backgrounds and to inspire them to have a lifelong love of music and of learning.

We are truly willing. I have also included a short description of our Summer Program, our Conservatory Program and our mission statement.

Thank you,

Beth Elliott, Director

Kadima Conservatory of Music

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**PUBLIC WORKS DEPARTMENT AND  
COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Marlene Miyoshi, Interim Public Works Director  
Federico Ramirez, Community Development Director

**DATE:** April 21, 2014

**SUBJECT:** Consideration to Remove Parking Meters in the Public Parking Lot Behind City Hall

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**RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the removal of the 13 parking meters in the public parking lot behind City Hall; and
- b. Adopt Resolution No. 7596 approving the removal of the 13 parking meters in the public parking lot behind City Hall (Attachment "A").

**BACKGROUND:**

1. In January of 2005, the City Council adopted the San Fernando Corridors Specific Plan with an overall goal to "breathe new life" into the San Fernando Road, Truman Street, and North Maclay Avenue commercial corridors by removing obstacles to change, investment and care.
2. North Maclay Avenue, between First Street and Fourth Street, is part of the Downtown District/Civic Center Sub-District of the San Fernando Corridors Specific Plan. The area is intended to include retail shops, services, restaurants, civic and community meeting places and entertainment venues as well as offices, studios, and mixed-use residential opportunities.
3. Over the past year, the City has seen new businesses occupy and significantly upgrade the historically vacant storefronts along North Maclay Avenue between First Street and Second Street. This increase in new business activity has resulted in an interest in more convenient parking for the business patrons in the City Hall back parking lot, adjacent to their businesses.
4. There are 13 metered public parking spaces in the lot behind City Hall. They are time restricted for a two hour maximum. City staff has received input from businesses on North

## Consideration to Remove Parking Meters in the Public Parking Lot Behind City Hall

Page 2

Maclay Avenue that feel that it would be beneficial to allow for time restricted parking (two hours maximum) at this location but without the use of the parking meters.

### **ANALYSIS:**

The City is seeing a renewed business interest in the North Maclay Avenue area. The availability of convenient customer parking is crucial to the development and establishment of any new business. There is currently a limited amount of non-metered parking on North Maclay Avenue in front of the businesses. As such, the businesses are interested in making the back parking lot more convenient with free parking like the front section on North Maclay Avenue. While there may be a minor loss of parking meter revenue, the goal is to help facilitate the redevelopment of long time blighted and underutilized property in the community.

The 13 meters in question are priced at 25 cents per every 12 minutes, with a two hour parking maximum. The two hour parking maximum was set by both the meter maximum and two hour parking limit signage. The meters are generating approximately \$660 annually (or \$4.25 per month per meter.) The parking meters were temporarily disabled approximately seven weeks ago on a trial basis to ascertain the potential lost revenue and other parking impacts to the area.

While the parking lot had very few parked cars prior to the disabling of the meters, the lot has since been full for most of the work day during the week. It appears, however, that many of the cars are parked all day, which defeats the intended purpose of convenient customer parking for the adjacent businesses. (This has been brought to the attention of the Acting Police Chief and parking enforcement for ongoing compliance purposes.)

### **BUDGET IMPACT:**

Approval of the removal of the 13 parking meters will result in the loss of approximately \$660 annually to General Fund. However, the increase in sales and property tax revenue plus other spinoff revenues generated by new businesses has not been quantified. However, it is staff's opinion that the revenue will exceed \$660 per year.

### **CONCLUSION:**

Pursuant to the San Fernando City Code Article IV, Section 90-282, the City Council may, by resolution, specify the streets or portions of streets wherein the parking meters shall be installed, together with the maximum parking time limit thereon. As usual, the City Council may by resolution, specify the meters to be removed in a specified area.

It is recommended that the City Council approve Resolution No.7596 to remove the City Hall back parking lot meters while retaining the two-hour parking limit.

### **ATTACHMENT:**

A. Resolution No. 7596

**ATTACHMENT "A"****RESOLUTION NO. 7596****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, TO REMOVE THIRTEEN  
PARKING METERS IN THE PUBLIC PARKING LOT BEHIND  
PURSUANT TO THE PROVISIONS OF THE SAN FERNANDO  
CITY CODE ARTICLE IV, DIVISION 3. PARKING METERS**

**WHEREAS**, the City Council of the City of San Fernando adopted the San Fernando Corridors Specific Plan ("Specific Plan") in 2005 that includes the commercial corridors of San Fernando Road, Truman Street, and North Maclay Avenue, to remove obstacles to change, investment and care of these areas; and,

**WHEREAS**, the City of San Fernando has seen progress toward the Specific Plan goals with new businesses in the historically vacant storefronts along North Maclay Avenue between First Street and Second Street; and,

**WHEREAS**, the availability of convenient customer parking is crucial to the development and establishment of any new business; and,

**WHEREAS**, the businesses on North Maclay Avenue between First Street and Second Street, have limited non-metered parking on North Maclay Avenue and metered parking behind the businesses in the public parking lot behind City Hall; and,

**WHEREAS**, the City Council of the City of San Fernando desires to stimulate the new business activity by removing the thirteen (13) parking meters in the public parking lot behind City Hall while maintaining the current two hour maximum parking limit.

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

1. The above recitals are all true and correct.
2. Pursuant to the San Fernando City Code Article IV, Section 90-282, the thirteen (13) parking meters in the public parking lot behind City Hall shall be removed and said public parking lot shall continue to be subject to a two (2) hour maximum parking limit.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of April, 2014.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

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Rick Olivarez, City Attorney

**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 21<sup>st</sup> day of April, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk