



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

SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA
NOVEMBER 4, 2013 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

1) REQUEST TO APPROVE MINUTES OF:

- a) MAY 6, 2013 – SPECIAL MEETING
- b) MAY 6, 2013 – REGULAR MEETING
- c) MAY 21, 2013 – SPECIAL MEETING
- d) MAY 30, 2013 – SPECIAL MEETING
- e) OCTOBER 21, 2013 (8:00 A.M.) – SPECIAL MEETING
- f) OCTOBER 21, 2013 (5:00 P.M.) – SPECIAL MEETING
- g) OCTOBER 28, 2013 – SPECIAL MEETING



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA – NOVEMBER 4, 2013
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- 2) **REQUEST TO APPROVE WARRANT REGISTER NO. 13-111**
- 3) **CONSIDERATION OF POSSIBLE PURCHASE OF ONE F-650 XL TRIM GASOLINE POWERED SIX-YARD DUMP TRUCK UNDER THE CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**

Recommend that the City Council:

- a. Authorize the purchase of one F-650 XL Trim Gasoline Powered Six-Yard Dump Truck, for \$74,186.14, from Downtown Ford Sales (DFS) under the CMAS; and

Authorize the Interim City Manager to execute the purchase with DFS under the CMAS.

NEW BUSINESS

- 4) **CONSIDERATION TO APPROVE MISSION COMMUNITY HOSPITAL'S PROPOSED ASSIGNMENT AGREEMENT, PROPOSED LANDLORD WAIVER, AND CITY'S REQUEST FOR PROPOSED SECOND AMENDMENT TO LEASE**

Recommend that the City Council:

- a. Approve the Mission Community Hospital's Assignment Agreement authorizing assignment of lease from San Fernando Community Hospital, Inc. d/b/a Mission Community Hospital to Deanco Healthcare, LLC per City Contract No. 1485 as amended;
- b. Approve Second Amendment to Lease (Contract No. 1485(b) per City Contract No. 1485 as amended; and
- c. Approve Landlord Waiver.

- 5) **CONSIDERATION TO ADOPT RESOLUTION NO. 7572 APPROVING REPAYMENT OF MISAPPLIED PENSION TAX OVERRIDE FUNDS PREVIOUSLY ALLOCATED TO COSTS BEYOND RETIREMENT FUND OBLIGATION**

Recommend that the City Council adopt Resolution No. 7572 approving a schedule for the repayment of Pension Tax Override funds previously allocated for retiree health insurance and a portion of the Los Angeles City Fire contract.



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA – NOVEMBER 4, 2013
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6) CONSIDERATION TO IMPLEMENT A PAPERLESS AGENDA SYSTEM FOR CITY COUNCIL/SUCCESSOR AGENCY MEETINGS

Recommend that the City Council provide direction regarding the implementation of a Paperless Agenda System. If the City Council wants to proceed with a paperless agenda process, direct staff to schedule approval of a Resolution at a future City Council meeting to appropriate the needed funds, estimated at \$600 per each City Councilmember and designated staff.

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.

*Julie M. Fernandez, Deputy City Clerk
Signed and Posted: October 31, 2013 (2:30 p.m.)*

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

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San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 6, 2013 – 5:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:01 p.m.

Present:

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

Staff: Interim City Administrator Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:02 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – May 6, 2013**

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- A) CONFERENCE WITH LABOR NEGOTIATOR (G.C. 54957.6)
City Negotiator: Interim City Administrator Don Penman
Employee Organizations: San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

REPORT OUT FROM CLOSED SESSION (5:55 P.M.)

City Attorney Olivarez reported that the City Council received a briefing, direction was given, but no final action was taken.

ADJOURNMENT (5:55 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 May 6, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

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

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:05 p.m.

Present:

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

Staff: Interim City Administrator Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Mayor Lopez

PRESENTATIONS

The following presentation was made:

a) OLDER AMERICANS MONTH

RECESS (6:11 P.M.)

Mayor Lopez called for a recess in order to hold the regular meeting of the Successor Agency to the San Fernando Redevelopment Agency.

RECONVENE (6:12 P.M.)

SAN FERNANDO CITY COUNCIL**MINUTES – May 6, 2013****Page 2****APPROVAL OF AGENDA**

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Eugene Hernandez said he was disappointed that the City Council has not taken action regarding the AB5 Homelessness issue.

Leo Arnetta said his business had been experiencing vandalism and vehicle break-in issues and asked for City assistance.

Julian Ruelas believes it is crucial that businesses market themselves and he spoke in favor of the agenda item pertaining to the PBID.

Patty Lopez spoke in support of AB5 and asked if the City Council had a list of priorities for the City and wanted to see if education was on the list.

Charles Leone, SEUI Local 721, expressed concern about the PBID and how it would affect public properties such as City Hall and the Police Station.

CONSENT CALENDAR

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

- 1) APPROVAL OF MINUTES OF:
 - a) MARCH 4, 2013 – SPECIAL MEETING
 - b) MARCH 18, 2013 – SPECIAL MEETING
 - c) MARCH 18, 2013 – REGULAR MEETING
 - d) APRIL 15, 2013 – SPECIAL MEETING
 - e) APRIL 15, 2013 – REGULAR MEETING
 - f) APRIL 30, 2013 – SPECIAL MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-051
- 3) RESOLUTION AMENDING JOB SPECIFICATIONS FOR LIFEGUARD POSITION

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – May 6, 2013****Page 3****NEW BUSINESS****4) PRESENTATION AND DISCUSSION REGARDING THE CITY MANAGER AND CITY ADMINISTRATOR FORMS OF GOVERNMENT**

City Attorney Olivarez introduced Joaquin Vasquez and Richard Padilla from his office who made a presentation regarding various options on the powers and duties that may be implemented in establishing a City Manager form of government.

No formal action was taken. By consensus, Councilmembers concurred to receive and file the report.

5) ACCEPTANCE OF NATIONAL ENDOWMENT FOR THE ARTS GRANT AWARD

In the absence of the Recreation & Community Services Operations Manager, Public Works Director Ron Ruiz presented the staff report.

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to accept the \$57,000 grant award by the National Endowment for the Arts (NEA) to support the City of San Fernando Mariachi Master Apprentice Program (MMAP). By consensus, the motion carried.

6) APPROVAL OF EXCHANGE AGREEMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) FUNDS (CONTRACT NO. 1708) FOR FLEXIBLE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY STP-L LOCAL TRANSPORTATION FUNDS

Interim City Administrator Penman presented the staff report.

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to:

- a. Approve an Exchange Agreement and Assignment of Federal Surface Transportation Program – Local (STP-L) funds (Contract No. 1708) for flexible Los Angeles County Metropolitan Transportation Authority (LACMTA) funds; and
- b. Authorize the Interim City Administrator to execute the Agreement.

By consensus, the motion carried.

7) ACCEPTANCE OF 2012 LOS ANGELES METROPOLITAN TRANSIT AUTHORITY TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT AWARD

City Planner Fred Ramirez presented the staff report.

Motion by Mayor Lopez, seconded by Mayor Pro Tem Ballin, to:

SAN FERNANDO CITY COUNCIL**MINUTES – May 6, 2013****Page 4**

- a. Approve the City's acceptance of the 2012 Los Angeles Metropolitan Transit Authority (Metro) Transit Oriented Development (TOD) Planning Grant Award in the amount of \$282,392 for the development of the City of San Fernando TOD Overlay Zone Project; and,
- b. Approve a City match of \$13,306 (\$6,306 in-kind contribution and \$7,000 cash) for the Project;
- c. Authorize the Interim City Administrator to execute any subsequent Agreement with Metro to facilitate the City TOD Overlay Zone Project.

By consensus, the motion carried.

8) **AUTHORIZATION TO REQUEST AMENDMENT TO THE CALIFORNIA HOUSING FINANCE AUTHORITY LOAN**

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

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to:

- a. Authorize staff to request an amendment to the California Housing Finance Authority (CHFA) loan (CHFA Loan No. HELP – 022202-09), deferring one-half of the next payment of \$200,000 due June 30, 2013 until next fiscal year; and
- b. Adopt Resolution No. 7532 appropriating \$100,000 for payment of a good faith deposit against the \$200,000 due June 30, 2013.

The motion carried with the following vote:

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

CONTINUED BUSINESS

9) **CITY PARTICIPATION IN PROPERTY OWNERS BUSINESS IMPROVEMENT DISTRICT (PBID)**

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

Mayor Lopez allowed for additional public comments.

SAN FERNANDO CITY COUNCIL**MINUTES – May 6, 2013****Page 5**

Downtown Mall Association President Tom Ross and PBID consultant Steve Gibson (Urban Place Consulting) provided additional information and replied to questions from Councilmembers and staff.

Frank Villalpanda and Charles Leone made comments against a PBID.

Linda Campanella doesn't believe that employees should fear they will lose their jobs, this process will allow existing staff to focus on neglected areas.

Discussion ensued amongst Council, staff, and audience members.

Motion by Mayor Lopez, seconded by Mayor Pro Tem Ballin, to approve staff's recommendation that the City Council provide direction on the following matters related to the PBID formation process:

- a. Determine whether the City Council supports the inclusion of the City Civic Center properties (i.e., City Hall, Police Station, Public Works Yard (old Police Station), Civic Center Parking Lot) as well as the properties owned by the City and Successor Agency, including the parking lots within downtown; and
- b. If the City Council elects City participation in the PBID, direct the Interim City Administrator to sign the petition in favor of the PBID on behalf of the City.

The motion carried with the following vote:

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

COMMITTEE/COMMISSION REPORT**10) REQUEST TO CHANGE EDUCATION COMMISSION'S QUARTERLY MEETINGS TO BI-MONTHLY MEETINGS**

Education Commission Chair Louis A. Lopez presented the staff report.

Discussion ensued amongst staff and City Attorney Olivarez. Commission Chair Lopez was reminded that the Education Commission may call Special Meetings at any time they deem necessary (no need to change the City Code).

CITY COUNCIL ITEMS**11) UPDATE REGARDING THE JULY 4TH FIREWORKS CELEBRATION FUNDRAISING EFFORTS**

SAN FERNANDO CITY COUNCIL**MINUTES – May 6, 2013****Page 6**

Councilmember Fajardo reported that for various reasons, the Ad Hoc Committee can not raise the funds required (\$26,000) to hold a July 4th Fireworks Celebration.

Discussion ensued and it was suggested (if there are resources) to hold a City picnic at Recreation Park instead.

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

Councilmember Avila – no updates.

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

Mayor Lopez – no updates.

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

Councilmember Fajardo – said they were presented with a very important report regarding capital improvement projects (approximately \$8 million and \$2 million in deferred maintenance).

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

Councilmember Avila – no updates.

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

Councilmember Fajardo – no updates.

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked community members for coming up to speak and also thanked staff for their work.

Mayor Pro Tem Ballin said she is grateful to the new law firm and making sure that the Councilmembers do not violate the Brown Act.

Mayor Lopez invited everyone to attend the upcoming Fire Service Day event at Recreation Park.

SAN FERNANDO CITY COUNCIL**MINUTES – May 6, 2013****Page 7****STAFF COMMUNICATION**

Public Works Director Ruiz announced that the American Cancer Society Relay for Life kick-off event is on May 18, 2013. Mayor Lopez encouraged his colleagues and staff to create teams to participate in the event.

ADJOURNMENT (8:25)

Motion by Councilmember Fajardo seconded by Councilmember Avila, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 6, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 21, 2013 – 6:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

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

Present:

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

Staff: Interim City Administrator Don Penman, Interim Finance Director Rafaela King, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauron said that residents know the City Council is trying their hardest and want to do good and she wishes them well.

STUDY SESSION

- 1) FISCAL YEAR 2013-14 BUDGET STUDY SESSION NO. 1

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – May 21, 2013
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- a. General Fund
 - i. Administration
 - ii. Community Development
 - iii. Finance
 - iv. Public Safety
 - v. Public Works
 - vi. Recreation and Community Services
- b. Special Funds & Enterprise Funds

Interim City Administrator Penman reported that this is a first study session in a process that will involve a number of meetings and he encouraged Councilmembers to ask questions.

Interim Finance Director King gave a general overview and both she and Interim City Administrator Penman replied to questions from Councilmembers.

Discussion ensued but no action was taken. Staff will be scheduling another budget study session to review Enterprise Funds.

ADJOURNMENT (8:39 P.M.)

Motion by Mayor Lopez, seconded by Councilmember Fajardo, to adjourn. The motion carried unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 21, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 30, 2013 – 6:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Sylvia Ballin called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Antonio Lopez (arrived at 6:42 p.m.), Mayor Pro Tem Sylvia Ballin and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Don Penman and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Public Works Field Supervisor Dale Warren led the pledge.

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauron thanked Councilmembers for coming together, hopes that the community is aware how hard the Council is working, and the seriousness of the City's financial situation.

STUDY SESSION

1) FISCAL YEAR 2013-14 BUDGET STUDY SESSION NO. 2

Regarding the following Preliminary FY 2013-14 Budgets:

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – May 30, 2013**

Page 2

a. Special Funds & Enterprise Funds

Interim City Administrator Penman gave a general overview and reported that a Public Hearing would be scheduled for June 17 and again continued to July 1 (Council may direct staff to make any necessary budget adjustments).

Both he and Interim Finance Director King replied to various questions from Councilmembers.

Discussion ensued but no action was taken.

RECESS TO CLOSED SESSION (7:55 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by City Attorney Olivarez:

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

City Negotiator: Interim City Administrator Don Penman

Employee Organizations: San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

B) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (G.C. 54956.9(c))

One (1) Potential Case

REPORT OUT FROM CLOSED SESSION (8:31 P.M.)

City Attorney Olivarez reported:

- Regarding Item A, the City Council received a briefing from Interim City Administrator Penman on the current status of the negotiations with the listed employee organizations; the City Council gave unanimous direction to Interim City Administrator Penman; but no final action was taken.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – May 30, 2013**

Page 3

- Regarding Item B, the City Council unanimously agreed to approve a settlement agreement between the City and Jeffrey Eley. Given that both parties have now approved the aforementioned settlement agreement it is a public document.

No other reportable action.

ADJOURNMENT (8:31 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 May 30, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 21, 2013 – 8:00 A.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 8:12 a.m.

Present:

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

Staff: Interim City Manager Don Penman and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (8:13 A.M.)

By consensus, Councilmembers recessed to the following Closed Session:

- A) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT) G.C. §54957(b)(1)
Title of Position Under Consideration: City Manager

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – October 21, 2013**

Page 2

**B) CONFERENCE WITH LABOR NEGOTIATOR REGARDING UNREPRESENTED
EMPLOYEE §G.C. 54957.6(a)**

City's Designated Representatives: Bob Murray and Mayor Antonio Lopez

Title of Position Subject to Negotiation: City Manager

REPORT OUT FROM CLOSED SESSION

Direction was given to the consultant; no final action was taken; and there is nothing further to report.

ADJOURNMENT (3:30 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 October 21, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 21, 2013 – 5:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:03 p.m.

Present:

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

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and
City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:04 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – October 21, 2013**

Page 2

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 and 2613-004-900)

Agency Negotiators: Interim City Manager Don Penman and Community Development Director Fred Ramirez, Lead Negotiators

Negotiating Parties: Mission Community Hospital and Deanco Healthcare, LLC

Under Negotiation: Price and Terms of Proposed Lease Assignment, Price and Terms of Landlord Waiver, and Price and Terms of Second Lease Amendment

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 and 2613-004-900)

Agency Negotiators: Interim City Manager Don Penman and Community Development Director Fred Ramirez, Lead Negotiators

Negotiating Parties: Deanco Healthcare, LLC

Under Negotiation: Price and Terms of Sale of Said Property

**C) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION/SIGNIFICANT EXPOSURE TO LITIGATION (G.C. §54956.9(d)(2))
One (1) Case**

REPORT OUT FROM CLOSED SESSION

City Attorney Olivarez reported that (regarding Items A, B, and C) the City Council received a briefing from staff on each item; direction was given to staff; no final action was taken; and there is nothing further to report.

ADJOURNMENT (5:55 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 October 21, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 28, 2013 – 4:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 4:07 p.m.

Present:

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

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

NEW BUSINESS

1) ELECTED OFFICIALS TRAINING – 4:00 P.M. TO 6:00 P.M.

Roger Mason, with Law Enforcement Crisis Management, provided an overview to City Councilmembers regarding California Government Code guidelines for elected officials during a local, state, or national emergency. The training covered basic laws including: declaring an emergency, rules for suspending local ordinances, and how provisional authority works.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – October 28, 2013
Page 2**

No City Council action was taken. The training was for informational purposes only.

ADJOURNMENT (5:58 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 October 28, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: November 4, 2013

SUBJECT: Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

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

ATTACHMENT:

A. Warrant Register Resolution

ATTACHMENT "A"**RESOLUTION NO. 13-1101****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-1101****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 4th day of November, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of November 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Voucher List		Page: 1	
10/31/2013 11:59:09AM		CITY OF SAN FERNANDO	
Bank code : bank			
Voucher	Date	Vendor	Amount
103766	11/4/2013	100066 ADS ENVIRONMENTAL SERVICES,INC	12496.22-1013
			SF01-RESAMPLE & LAB ANALYSIS
			072-360-0000-4260
			Total : 600.00
103767	11/4/2013	100070 ADVANCED ELECTRONICS INC.	0064293
			SOFTWARE UPDATE
			001-222-0000-4320
			Total : 2,360.00
103768	11/4/2013	100074 AEGIS COMPUTERS INC.	207904
			IT SERVICES - OCT 2013
			001-190-0241-4260
			Total : 10,630.00
103769	11/4/2013	100101 VERIZON WIRELESS-LA	970459610
			VARIOUS CELL PHONES
			001-310-0000-4220
			072-360-0000-4220
			001-101-0109-4220
			001-101-0111-4220
			001-101-0113-4220
			Total : 161.36
103770	11/4/2013	100175 AMERICAN WATER WORKS ASSOC.	7000716732
			MEMBERSHIP RENEWAL - JAN 2014-DE
			070-381-0000-4370
			Total : 413.00
103771	11/4/2013	100396 BOB MURRAY & ASSOCIATES	5358
			PROFESSIONAL SERVICES - RECRUITI
			001-106-0000-4260
			4,169.82
			PROFESSIONAL SERVICES - RECRUITI
			001-106-0000-4260
			4,753.17
			Total : 8,922.99
103772	11/4/2013	100405 BONANZA CONCRETE, INC.	42577
			CONCRETE - 1165 N BRAND DRIVEWA'
			001-311-0301-4300
			472.49
			Total : 472.49
103773	11/4/2013	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	996010
			EXTRA FINGERPRINTING - SEPT 2013
			001-222-3721-4260
			32.00

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CITY OF SAN FERNANDO

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103773	11/4/2013	100532	100532 STATE OF CALIFORNIA, DEPARTMENT O	(Continued)		
					Total :	32.00
103774	11/4/2013	100607	CAREERS IN GOVERNMENT, INC.	11-6522	ADVERTISING FOR FINANCE DIRECTO	
					001-106-0000-4260	250.00
					Total :	250.00
103775	11/4/2013	100676	R. E. CHARLES PLUMBING, INC.	16914	CLEARED FLOOR DRAIN OUTSIDE BAS	
					001-390-0310-4330	125.00
					Total :	125.00
103776	11/4/2013	100735	COASTAL AIR	14721	A/C SERVICE; REPL CONDENSER FAN	
					001-390-0410-4330	535.00
			C2517		QTRLY A/C MAINT @ SF MUSEUM	
					001-390-0457-4260	85.00
			C2518		QRTLY A/C MAINT @ LP PARK	
					001-390-0460-4260	565.00
			C2519		QRTLY A/C MAINT @ ORTEGA PARK	
					001-390-7500-4260	89.00
			C2520		QRTLY A/C MAINT @ 1211 FIRST	
					001-390-0456-4260	89.00
			C2521		QRTLY A/C MAINT @ PW OPS CTR	
					070-381-0450-4260	325.00
			C2522		QRTLY A/C MAINT @ 501 FIRST	
					070-381-0450-4260	178.00
			C2523		QRTLY A/C MAINT @ REC PARK	
					001-390-0410-4260	460.00
			C2524		QRTLY A/C MAINT @ AQUATIC CENTE	
					001-430-0000-4260	585.00
			C2569		A/C PREVENTIVE MAINT - 519 BRAND	
					001-390-0457-4260	85.00
			C2570		A/C PREVENTIVE MAINT - LP PARK	
					001-390-0460-4260	565.00
			C2571		A/C PREVENTIVE MAINT - ORTEGA PA	
					001-390-7500-4260	89.00
			C2572		A/C PREVENTIVE MAINT - 1211 FIRST	
					001-390-0456-4260	89.00
			C2573		A/C PREVENTIVE MAINT - 120 MACNEI	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103776	11/4/2013	100735 COASTAL AIR	(Continued)			
			C2574		001-390-0450-4260 A/C PREVENTIVE MAINT - 501 FIRST	325.00
			C2575		001-390-0450-4260 A/C PREVENTIVE MAINT - REC PARK	178.00
			C2576		001-390-0410-4260 A/C PREVENTIVE MAINT - AQUATIC CE	460.00
					001-430-0000-4260	585.00
					Total :	5,287.00
103777	11/4/2013	100747 COASTLINE EQUIPMENT	154036		HYDRAULIC HOSE & FITTINGS - WA52'	
					070-383-0000-4400	146.62
					Total :	146.62
103778	11/4/2013	100805 COOPER HARDWARE INC.	89989		MAT'LS FOR VOLT METER, USA MARKII	
			90066		027-344-0301-4300 PRIMER, PAINT & WD-40	45.92
					001-311-0301-4300	47.44
					Total :	93.36
103779	11/4/2013	100810 COPWARE, INC.	82194		2014 COPWARE CA CODES	
					001-222-0000-4260	300.00
					Total :	300.00
103780	11/4/2013	101089 ESCOBAR, MARCO	101613-1		L P SENIOR PETTY CASH REIMB.	
			101613-2		004-2380 L P SENIOR PETTY CASH REIMB.	85.03
			101613-3		004-2380 L P SENIOR PETTY CASH REIMB.	83.28
			101613-4		004-2380 L P SENIOR PETTY CASH REIMB.	95.38
					004-2380	91.64
					Total :	355.33
103781	11/4/2013	101147 FEDEX	2-429-91548		COURIER SERVICE	
					001-190-0000-4280	17.90
					Total :	17.90

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103782	11/4/2013	101302 VERIZON	8181811075		CITY HALL PAGING	
			8181811111		001-190-0000-4220 MUSIC CHANNEL	39.98
			8181811114		001-190-0000-4220 CITY YARD AUTO DIALER	45.12
			8183612385		070-384-0000-4220 MTA PHONE LINE	43.91
					007-440-0441-4220	92.24
			8183617825		001-190-0000-4220 HERITAGE PARK IRRIG SYSTEM	46.15
			8188315002		001-420-0000-4220 PD SPECIAL PROBLEMS	46.12
			8188377174		001-222-0000-4220 PD SPECIAL PROBLEMS	42.31
			8188981293		001-222-0000-4220 CITY YARD MAJOR PHONE LINES	20.55
			8188987373		070-384-0000-4220 PD EMERGENCY	735.46
			8188987385		001-222-0000-4220 LP FAX LINE	110.17
					001-420-0000-4220	24.49
					Total :	1,246.50
103783	11/4/2013	101350 GONZALEZ, CATALINA	13143		SENIOR CLUB - RENTAL OF TABLE CLC	
					004-2380	851.00
					Total :	851.00
103784	11/4/2013	101376 GRAINGER, INC.	9264813974		2-WAY RADIO SAMPLE BATTERY	
			9265034182		001-390-0410-4320 REPL LAMPS @ LP PARK AND BIKEWA	10.05
					001-390-0460-4300	91.18
			9265273194		001-390-0470-4300 HAND CLEANING TOWELS FOR MAINT	52.00
					001-390-0410-4300	33.42
					Total :	186.65
103785	11/4/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490 2270645			SMALL TOOLS	

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10/31/2013 11:59:09AM		CITY OF SAN FERNANDO	
Bank code : bank			
Voucher	Date	Vendor	Amount
103785	11/4/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	
		2270673	100.61
		3034172	26.25
		6583318	19.65
			29.50
			176.01
103786	11/4/2013	101599 IMAGE 2000 CORPORATION	
		VN342488	38.05
			38.05
			464.40
			334.71
			26.31
			102.17
			1,003.69
103787	11/4/2013	101647 INTERSTATE BATTERY	
		30574365	216.70
		30574609	9.86
			226.56
103788	11/4/2013	101649 INTER-VALLEY POOL SUPPLY, INC	
		58800	1,048.30
			1,048.30
103789	11/4/2013	101666 DE LAGE LANDEN FINANCIAL SERVS	
		19638853	405.44
			101.36
			101.36
			146.70
			443.64
		19750788	1,241.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103789	11/4/2013	101666	101666 DE LAGE LANDEN FINANCIAL SERV	(Continued)		Total : 2,439.92
103790	11/4/2013	101713	JOBS AVAILABLE INC.	1322035	ADVERTISING FOR FINANCE DIRECTO 001-106-0000-4260	787.50 Total : 787.50
103791	11/4/2013	101772	KING'S BRAKE AND PIONEER TIRE	SN003387	REPL FUEL PRESSURE REGULATOR - 001-320-0225-4400	336.12 Total : 336.12
103792	11/4/2013	101848	LANGUAGE LINE SERVICES	3230355	TRANSLATION SERVICES 001-222-0000-4260	33.03 Total : 33.03
103793	11/4/2013	101917	LIN CONSULTING, INC.	11144	ENGINEERING SERVICES 070-384-0000-4260	1,500.00 Total : 1,500.00
103794	11/4/2013	101920	LIEBERT CASSIDY WHITMORE	171988	LEGAL SERVICES 001-112-0000-4270	506.50
				171989	LEGAL SERVICES 001-112-0000-4270	135.00
				171990	LEGAL SERVICES 001-112-0000-4270	4,184.00
				171991	LEGAL SERVICES 001-112-0000-4270	329.00
					Total :	5,154.50
103795	11/4/2013	101971	L.A. MUNICIPAL SERVICES	4947501000	WATER - 12900 DRONFIELD 070-384-0000-4210	22.28
				6577501000	ELECTRIC - 14060 SAYRE 070-384-0000-4210	13,473.41
				7577501000	WATER - 14060 SAYRE 070-384-0000-4210	89.60
				7947501000	ELECTRIC - 13186 DRONFIELD 070-384-0000-4210	58.00
					Total :	13,643.29

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103796	11/4/2013	101974 LOS ANGELES COUNTY	SEPT 2013		DEPT OF ANIMAL CARE & CONTROL FI 001-190-0000-4260	4,402.00
					Total :	4,402.00
103797	11/4/2013	101990 L.A. COUNTY METROPOLITAN	800056858		TAP CARDS - SEPT 2013 007-440-0441-4260	1,198.00
					Total :	1,198.00
103798	11/4/2013	102003 LOS ANGELES COUNTY	RE-PW-13100702708	11029	INDUSTRIAL WASTE PROG-TREAT,DISI 072-360-0000-4430	6,021.46
					Total :	6,021.46
103799	11/4/2013	102007 L.A. COUNTY SHERIFFS DEPT.	141116WC		PRISONER MEALS SERVICE - SEPT 20 001-225-0000-4350	629.24
					Total :	629.24
103800	11/4/2013	102012 LOS ANGELES COUNTY	2508-002-270		2013-2014 PROPERTY TAXES-WELL 3A 070-384-0000-4450	133.23
			2508-005-270		2013-2014 PROPERTY TAXES - WELL 2. 070-381-0000-4450	148.51
			2508-005-271		2013-2014 PROPERTY TAXES-WELL 2A 070-381-0000-4450	98.14
			2509-014-270		2013-2014 PROPERTY TAXES - WELL 4. 070-381-0000-4450	2,619.67
			2509-015-270		2013-2014 PROPERTY TAXES - 3A & 4 070-381-0000-4450	856.59
			2517-023-270		2013-2014 PROPERTY TAXES - ORTEG. 001-390-7500-4450	3,034.32
			8920-851-365-13		2013-2014 PROPERTY TAXES- WATER 070-381-0000-4450	1,683.76
					Total :	8,574.22
103801	11/4/2013	102226 MISSION LINEN & UNIFORM	140195738		LAUNDRY 001-225-0000-4350	180.11
			140196523		LAUNDRY 001-225-0000-4350	72.91
			140197153		LAUNDRY	

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10/31/2013 11:59:09AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
103801	11/4/2013	102226 MISSION LINEN & UNIFORM	(Continued)		001-225-0000-4350	151.87	
			140197959		LAUNDRY		
					001-225-0000-4350	53.84	
					Total :	458.73	
103802	11/4/2013	102325 NAPA AUTO PARTS	814598		MUD FLAPS		
			815093		072-360-0000-4400	22.47	
			815147		BATTERY CABLE ENDS		
			815344		001-320-0390-4400	21.88	
			815370		SPARK PLUGS		
			815940		001-320-0224-4400	42.49	
			815962		BRAKE MASTER, PADS & BRAKE FLUID		
			815963		001-320-0312-4400	112.66	
			816199		WIPER BLADES FOR FLEET		
					001-1215	118.45	
					COIL PACKS & PLUGS		
					070-381-0000-4400	146.06	
					CREDIT - WRONG COIL		
					070-381-0000-4400	-104.97	
					EXCHANGE COILS		
					070-381-0000-4400	110.62	
					CLAMPS FOR HOLIDAY DECORATIONS		
					001-311-0301-4300	50.15	
					Total :	519.81	
103803	11/4/2013	102410 NORTHRIDGE HOSPITAL MEDICAL	301504486		SART EXAM		
					001-224-0000-4270	730.00	
					Total :	730.00	
103804	11/4/2013	102423 OCCU-MED, INC.	0913901		PRE-EMPLOYMENT PHYSICAL		
					001-106-0000-4260	463.00	
					Total :	463.00	
103805	11/4/2013	102432 OFFICE DEPOT	1619891784		HP INK AND ZIPPER BAG		
					001-422-0000-4300	69.64	
					010-422-3750-4300	11.98	

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103805	11/4/2013	102432 OFFICE DEPOT	(Continued) 1622130763		POST IT TABS, DESK CALENDAR, MEE'	
			676342872001		001-222-0000-4300 STORAGE BOXES, LASER JET CARTRI	40.30
			676343066001		001-310-0000-4300 DESK CALENDAR	593.90
			677003773001		001-310-0000-4300 CARD READER RETURNED	14.81
			677441863001		001-390-0000-4300 HP INK AND COPY PAPER	-17.92
			678224742001		001-422-0000-4300 PHONE - PD JAIL	325.33
			678477076001		001-222-0000-4300 CALENDARS, ENVELOPES & COPY PAI	45.41
			678477169001		001-222-0000-4300 PHONE CORD	290.41
			678721973001		001-222-0000-4300 MULTI CARD READER	25.32
			678721974001		001-390-0000-4300 USB THUMB DRIVE - FAC MAINT FILES	28.42
					001-390-0000-4300	25.17
					Total :	1,452.77
103806	11/4/2013	102530 AT & T	818-270-2203		ISDN LINE/LASN NETWORK	
					001-222-0000-4220	114.83
					Total :	114.83
103807	11/4/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-70		COURIER SERVICE	
					001-222-0000-4260	103.00
					Total :	103.00
103808	11/4/2013	102688 PROFESSIONAL PRINTING CENTERS	23399		FIELD TEST RESULTS & UNIT ASSIGNM	
					001-222-0000-4300	241.72
					Total :	241.72
103809	11/4/2013	102779 RAMIREZ, THOMAS	OCT 2013		KARATE INSTRUCTOR	
					017-420-1326-4260	570.00

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103809	11/4/2013	102779 102779 RAMIREZ, THOMAS	(Continued)		Total :	570.00
103810	11/4/2013	103010 SAM'S CLUB DIRECT, #0402465855179	0000		SENIOR CLUB (104) CHAIRS & (3) CAR	
			8992		004-2380	3,273.96
					KITCHEN SUPPLIES - PLATES, SUGAR,	
					001-222-0000-4300	210.25
					Total :	3,484.21
103811	11/4/2013	103184 SMART & FINAL	148332		SUPPLIES FOR WKLY ART & SCIENCE ,	
					103-420-0000-4300	14.54
					104-420-0000-4300	14.54
			151020		ASCEP WEEKLY ACTIVITIES SUPPLIES	
					103-420-0000-4300	106.42
					104-420-0000-4300	106.43
			151221		SUPPLIES FOR PRISONER MEALS	
					001-222-0000-4300	55.46
			151825		ASCEP SNACKS FOR STEAM EVENT	
					103-420-0000-4300	51.45
					104-420-0000-4300	51.45
					Total :	400.29
103812	11/4/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	100813		ELECTRIC - VARIOUS LOCATIONS	
					029-335-0000-4210	130.33
					001-371-0000-4210	37.99
					029-335-0000-4210	40.11
			100913		ELECTRIC - 900 1/2 1ST, 1041 1/2 TRUN	
					001-390-0470-4210	118.00
			101013		ELECTRIC - COR TRUMAN/KITTRIDGE	
					001-341-0000-4210	27.45
			101113		ELECTRIC - VARIOUS LOCATIONS	
					001-390-0450-4210	853.07
					070-381-0000-4210	428.92
					072-360-0000-4210	428.90
					070-384-0000-4210	1,493.95
					Total :	3,558.72
103813	11/4/2013	103205 THE GAS COMPANY	100713		GAS - 828 HARDING	

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CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103813	11/4/2013	103205 THE GAS COMPANY	(Continued)			
			100813		001-420-0000-4210 VARIOUS LOCATIONS	9.09
					001-222-0000-4210	87.23
					070-381-0000-4210	3.51
					072-360-0000-4210	3.51
					001-390-0450-4210	7.00
					001-310-0000-4210	46.98
					001-430-0000-4210	4,732.96
			101013		GAS - 505 S HUNTINGTON	
					001-420-0000-4210	35.42
					Total :	4,925.70
103814	11/4/2013	103218 SOLIS, MARGARITA	16-27		PETTY CASH REIMB	
					001-106-0000-4260	9.71
					001-150-0000-4300	3.98
					001-150-0000-4370	6.00
					001-222-0000-4300	29.04
					001-225-0000-4350	3.75
					001-310-0000-4390	77.63
					001-320-0224-4402	40.00
					072-360-0000-4360	10.00
					001-105-0000-4370	30.00
					Total :	210.11
103815	11/4/2013	103349 THE HOUSE OF PRINTING, INC.	145930		BUSINESS CARDS	
					001-310-0000-4300	143.12
			145984		BUSINESS CARDS	
					070-381-0000-4300	50.56
					072-360-0000-4300	101.12
					070-384-0000-4300	50.56
					070-383-0000-4300	101.11
					Total :	446.47
103816	11/4/2013	103413 TRANS UNION LLC	09309306		CREDIT CHECKS	
					001-222-0000-4260	21.24

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103816	11/4/2013	103413 103413 TRANS UNION LLC	(Continued)			Total : 21.24
103817	11/4/2013	103538 VALLEY OCCMED CENTER, INC.	124248		DMV PHYSICAL	
					001-106-0000-4270	50.00
					Total :	50.00
103818	11/4/2013	103619 CARL WARREN & CO.	1530111		LEGAL SERVICES	
			1530112		001-110-0507-4270	108.73
			1530113		LEGAL SERVICES	
					001-110-0511-4270	345.38
			1530114		LEGAL SERVICES	
					001-110-3375-4270	102.34
			1530115		LEGAL SERVICES	
					001-110-1065-4270	166.30
			1530116		LEGAL SERVICES	
					001-112-0000-4270	108.74
			1530117		LEGAL SERVICES	
					001-112-0000-4270	211.07
			1530118		LEGAL SERVICES	
					001-112-0000-4270	89.54
			1530119		LEGAL SERVICES	
					001-112-0000-4270	12.79
			1530120		LEGAL SERVICES	
					001-112-0000-4270	31.98
			1530121		LEGAL SERVICES	
					001-112-0000-4270	134.32
			1530122		LEGAL SERVICES	
					001-112-0000-4270	95.94
			1530123		LEGAL SERVICES	
					001-112-0000-4270	147.52
			1530124		LEGAL SERVICES	
					001-112-0000-4270	237.07
			1530125		LEGAL SERVICES	
					001-112-0000-4270	198.69
						141.13

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vchlist		Voucher List				Page:	15
10/31/2013 11:59:09AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
103831	11/4/2013	888356 ADVANCED AUTO REPAIR BODY &	(Continued)				
			1083		001-320-0225-4400	253.85	
			1085		REPL CRACKED WINDSHIELD & BLOW		
					001-320-0225-4400	188.73	
					REPL RADIATOR FAN - PD7832		
					001-320-0225-4400	252.55	
					Total :	965.05	
103832	11/4/2013	888399 TORO ENTERPRISES INC.	70-2740		REFUND- UNUSED PORTION-EDDY VL'		
					070-2740	978.82	
					Total :	978.82	
103833	11/4/2013	888468 MAJOR METROPOLITAN SECURITY	1061282		ALARM MONITORING - NOV 2013		
			1061283		001-390-0410-4260	15.00	
			1061284		ALARM MONITORING - NOV 2013		
			1061285		001-390-0450-4260	15.00	
			1061286		ALARM MONITORING - NOV 2013		
			1061287		001-390-0460-4260	15.00	
			1061288		ALARM MONITORING - NOV 2013		
			1061289		070-381-0450-4260	15.00	
			1061290		ALARM MONITORING - NOV 2013		
			1061291		001-390-0450-4260	15.00	
			1061292		ALARM MONITORING - NOV 2013		
			1061293		001-390-0410-4260	15.00	
			1061294		ALARM MONITORING - NOV 2013		
					001-390-0222-4260	15.00	
					ALARM MONITORING - NOV 2013		
					001-430-0000-4260	15.00	
					ALARM MONITORING - NOV 2013		
					001-390-0310-4260	15.00	
					ALARM MONITORING - NOV 2013		
					001-390-0460-4260	15.00	
					ALARM MONITORING - NOV 2013		
					001-390-0410-4260	15.00	
					ALARM MONITORING - NOV 2013		

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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
103833	11/4/2013	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1748		001-390-0410-4260	15.00
					REPLACED ONE KEYPAD	
					001-430-0000-4260	295.00
					Total :	490.00
103834	11/4/2013	888646 HD SUPPLY WATER WORKS, LTD	B574823		OMNI GASKETS, EPOXY, BOLTS & HEX	
			B577995		070-383-0701-4600	108.70
			B589441		2" MM OCTAVE WATER METER	
					070-383-0700-4600	1,215.21
					8X6 MJ REDUCERS	
					070-383-0701-4600	123.72
					Total :	1,447.63
103835	11/4/2013	888873 ROYAL FLUSH	2011		PORTABLE TOILET RENTAL @ DRONFI	
					070-384-0000-4260	133.00
					Total :	133.00
103836	11/4/2013	889081 LASZLO ENTERPRISES, INC	7434		SENIOR CLUB TRIP TO VEGAS ON	
					004-2380	4,729.00
					Total :	4,729.00
103837	11/4/2013	889095 LAFD - C.U.P.A.	IN0191934		PERMIT FEES FOR HAZMAT DISPOSAL	
					073-350-0000-4260	2,046.00
					Total :	2,046.00
103838	11/4/2013	889114 SEVEN ELK RANCH DESIGN, INC	2176		CONSULTING FEES - SEPT 2013	
					001-310-0000-4270	975.00
					Total :	975.00
103839	11/4/2013	889118 LDI COLOR TOOLBOX	187381		COPIES - 09/07/13 - 10/07/13	
			187542		001-222-0000-4260	241.36
					COPIES - 09/13/13-10/13/13	
					001-222-0000-4260	264.85
					Total :	506.21
103840	11/4/2013	889467 YOUNGBLOOD & ASSOCIATES	820A		POLYGRAPH EXAM	
					001-222-0000-4260	200.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103840	11/4/2013	889467 889467 YOUNGBLOOD & ASSOCIATES	(Continued)			Total : 200.00
103841	11/4/2013	889532 GILMORE, REVA A.	10/05/13 - 10/18/13		FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270	585.00 78.00 Total : 663.00
103842	11/4/2013	889533 MARTINEZ, ANITA	10/05/13 - 10/18/13		ASSISTANT FOOD MANAGER 010-422-3750-4270	177.00 Total : 177.00
103843	11/4/2013	889534 RAMIREZ, FRANCISCO	10/05/13 - 10/18/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	177.00 52.00 Total : 229.00
103844	11/4/2013	889535 GOMEZ, GILBERT	10/05/13 - 10/18/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	159.30 51.48 Total : 210.78
103845	11/4/2013	889602 RESPOND SYSTEMS	294112		RESTOCK FIRST AID KIT @ 120 MACNE 070-381-0450-4300	86.49 Total : 86.49
103846	11/4/2013	889644 VERIZON BUSINESS	62289481		CITY HALL LONG DIST 001-190-0000-4220	1.04
			66288895		CITY HALL LONG DISTANCE 001-190-0000-4220	50.01
			66288896		CITY YARD LONG DISTANCE 070-384-0000-4220	50.13
			66288898		CITY HALL LONG DISTANCE & INTRAL 001-190-0000-4220	169.95
			66288900		CITY YARD LONG DISTANCE 070-384-0000-4220	4.89
			66288901		PARK LONG DISTANCE 001-420-0000-4220	100.33
			66289458		ENGINEERING LONG DISTANCE	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103846	11/4/2013	889644 VERIZON BUSINESS	(Continued)			
			66289467		001-310-0000-4220 CITY YARD LONG DISTANCE (AIMS NE	4.33
			66289471		070-384-0000-4220 CREDIT CARD LINE	2.46
			66289472		001-190-0000-4220 POLICE LONG DISTANCE	2.44
			66289473		001-222-0000-4220 PARK LONG DISTANCE	2.96
					001-420-0000-4220	3.38
					Total :	391.92
103847	11/4/2013	889681 VILLALPANDO, MARIA	10/05/13 - 10/18/13		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	221.25 44.25 Total : 265.50
103848	11/4/2013	889761 ALFARO, RUDY	NONPO		REIMB FOR MANDATORY WATER TRE/	
					070-383-0000-4360	176.00
					Total :	176.00
103849	11/4/2013	889914 ARANDA, JOSEPH OR PAULINA	NONPO		REIMB OF OVERPAYMENT ON HOUSIN	
					094-1107	36.95
					Total :	36.95
103850	11/4/2013	889986 THE GEAR BOX	2151		UNIFORMS 001-222-0000-4300	134.05
			2152		UNIFORMS 001-222-0000-4300	664.70
					Total :	798.75
103851	11/4/2013	890095 O'REILLY AUTO PARTS	2665-396272		PLUGS FOR FLEET 001-1215	26.67
			2665-399288		SPARK PLUGS - PW4609 001-320-0346-4400	19.91
					Total :	46.58
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103864	11/4/2013	890810 890810 SENFTLEBEN, DARIO	(Continued)			Total : 480.00
103865	11/4/2013	890834 SPARKLING IMAGE CORP	47610		CAR WASHES - SEPT 2013 001-222-0000-4320	93.00 Total : 93.00
103866	11/4/2013	890838 BLUE TARP FINANCIAL	29241491		HOOCS FOR CLAMS - PW0546 072-360-0000-4400	33.76 Total : 33.76
103867	11/4/2013	890879 EUROFINS EATON ANALYTICAL, INC	L0134524		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0136668		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0136675		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0136679		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0136685		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0137187		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0137368		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0138254		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.60
			L0138577		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0138578		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0138672		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0138987		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0139103		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0139880		WATER ANALYSIS FOLDERS	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103867	11/4/2013	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		070-384-0000-4260	164.00 Total : 2,003.80
103868	11/4/2013	890899 JIMENEZ, CLAUDIA	10162013		SETTLEMENT PAYMENT 001-112-0000-4270	325.91 Total : 325.91
103869	11/4/2013	890998 TRUJILLO, RODOLFO	101613		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00 Total : 50.00
103870	11/4/2013	890999 BERRIOZABAL, GILBERT	101613		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00 Total : 50.00
103871	11/4/2013	891132 SALAZAR, MARISOL YVONNE	09/17/13 - 10/15/13		BODY SCULPT INSTRUCTOR 017-420-1337-4260	60.00 Total : 60.00
103872	11/4/2013	891134 BECERRA, ADRIANA	09/17/13 - 10/15/13 09/17/13 - 10/15/13		BODY SCULPT INSTRUCTOR 017-420-1337-4260 SPINNING INSTRUCTOR 017-420-1337-4260	60.00 45.00 Total : 105.00
103873	11/4/2013	891141 OLIVAREZ MADRUGA, P.C.	11885		LEGAL SERVICES 001-110-0000-4270 073-110-0000-4270	3,856.24 280.00 Total : 4,136.24
103874	11/4/2013	891188 LIBRARY BISTRO	5065		ORAL BOARD LUNCH 001-106-0000-4270	61.42 Total : 61.42
103875	11/4/2013	891209 AUTONATION SSC	184663 185046		BRAKE PADS FOR B/W 001-1215 ENGINE MOTOR MODULES - PD8863	439.95
						Page: 22

vchlist 10/31/2013 11:59:09AM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103875	11/4/2013	891209 AUTONATION SSC	(Continued)		001-320-0225-4400	137.22
					Total :	577.17
103876	11/4/2013	891232 MORALES, BRYAN	09/17/13 - 10/15/13		ARTHRITIS EXERCISE INSTRUCTOR 017-420-1337-4260	120.00
					Total :	120.00
103877	11/4/2013	891270 SARGSYAN, NAREH	09/17/13 - 10/15/13		PILATES INSTRUCTOR 017-420-1337-4260	180.00
					Total :	180.00
103878	11/4/2013	891272 SULLIVAN INTERNATIONAL, INC.	10212013	11043	PROFESSIONAL SERVICES - TITLE VI A 001-310-0000-4260	4,500.00
					Total :	4,500.00
103879	11/4/2013	891295 JCL BARRICADE	72276		SAFETY GEAR - ORANGE VESTS & K-F 001-311-0301-4300	140.41
					Total :	140.41
103880	11/4/2013	891306 FORMULAONE PROFESSIONAL	2605		TINT WINDOWS; PREP FOR NEW K9 UI 001-320-0225-4400	180.00
			2606		TINIT WINDOWS - PD4538 001-320-0224-4400	180.00
					Total :	360.00
103881	11/4/2013	891307 GREENFIX AMERICA, LLC	4620		REPLACE INLET VALVE PLATES - CNG 001-320-3661-4400	925.58
					Total :	925.58
103882	11/4/2013	891309 GONZALEZ, MARIA	2000800167		FACILITY RENTAL REFUND 001-3777-0000	145.00
					Total :	145.00
103883	11/4/2013	891310 CARDS, JONNI	08/14/13 - 09/16/13		ZUMBA INSTRUCTOR 017-420-1337-4260	85.00
			09/17/13 - 10/15/13		ZUMBA INSTRUCTOR 017-420-1337-4260	20.00
						Page: 23

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10/31/2013 11:59:09AM		CITY OF SAN FERNANDO						
Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
103883	11/4/2013	891310 891310 CARDS, JONNI	(Continued)			Total :	105.00	
103884	11/4/2013	891311 TORRES, RITA	10/05/13 - 10/18/13		ENP SUBSTITUTE 010-422-3750-4270		57.53	
						Total :	57.53	
103885	11/4/2013	891312 ENRIQUEZ, BEATRIZ G.	811927		REFUND - CANCELLATION OF SENIOR 004-2384		415.00	
						Total :	415.00	
103886	11/4/2013	891313 SANCHEZ, LIDIA	811928		REFUND - CANCELLATION OF SENIOR 004-2384		415.00	
			811972		REFUND - CANCELLATION OF SENIOR 004-2384		300.00	
						Total :	715.00	
103887	11/4/2013	891314 BALCAZAR, MARIA	SF4130801027		PARKING CITATION REFUND 001-3430-0000		70.00	
						Total :	70.00	
103888	11/4/2013	891315 MARTINEZ, MARIA EVA	SF4130823017		PARKING CITATION REFUND 001-3430-0000		60.00	
						Total :	60.00	
103889	11/4/2013	891316 TRAINING FOR SAFETY, INC.	DS-13-02		POST DISPATCH SUPERVISOR UPDATI 001-225-0000-4360		296.00	
						Total :	296.00	
103890	11/4/2013	891316 TRAINING FOR SAFETY, INC.	DS-13-02		POST DISPATCH SUPERVISOR UPDATI 001-225-0000-4360		296.00	
						Total :	296.00	
125 Vouchers for bank code :		bank				Bank total :	178,652.49	
125 Vouchers in this report						Total vouchers :	178,652.49	

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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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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: November 4, 2013

SUBJECT: Discussion, Consideration, and Possible Purchase of One (1) F-650 XL Trim Gasoline Powered 6-Yard Dump Truck Under the California Multiple Award Schedule (CMAS)

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the purchase of one (1) F-650 XL Trim Gasoline Powered 6-Yard Dump Truck, for \$74,186.14 (Attachment "A"), from Downtown Ford Sales (DFS) under the CMAS (Attachment "B"); and
- b. Authorize the Interim City Manager to execute the purchase with DFS under the CMAS.

BACKGROUND:

1. In April 1995, a dump truck was purchased by the Water Division.
2. In January 2012, the California Air Resources Board required trucks made prior to 2009 to be retrofitted to reduce carbon emissions.
3. In March 2013, staff contacted the California Department of General Services Procurement Division regarding the process for using CMAS.
4. In July 2013, this equipment was included in the budget at \$100,000.
5. In September 2013, staff obtained a bid in the amount of \$74,186.14 from DFS through the CMAS process.

Discussion, Consideration, and Possible Purchase of One (1) F-650 XL Trim Gasoline Powered 6-Yard Dump Truck Under the California Multiple Award Schedule (CMAS)

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ANALYSIS:

Dump Truck Information

The current F-800 Medium Duty 6-yard dump truck is a versatile piece of machinery used primarily for loading/unloading of heavy construction debris (wet dirt, crushed asphalt, etc.) and transporting bulky materials. The new dump truck will replace the 1995 diesel-powered dump truck which will be declared excess City property to be sold at a future auction (Attachment "C").

The regulations imposed by the California Air Resource Board (CARB) required diesel trucks and buses that operate in the state of California to be upgraded to reduce carbon emissions. Heavier trucks must be retrofitted with Particulate Matter (PM) filters beginning January 1, 2012 and older trucks (made in 2009 or earlier) must be replaced starting January 1, 2015. The 1995 dump truck has exceeded its useful life.

Updating the vehicle fleet to current standards will reduce emissions and provide state of the art equipment in the Water Division. Staff has analyzed the Water Division's needs and determined the new dump truck should be the same size and capacity.

Procurement through CMAS

CMAS is administered by the California State Department of General Services and provides state and local government agencies with the lowest cost for obtaining specific products. CMAS uses competitively awarded government contracts to create the basis for the procurement needs for the State of California and cities are offered the opportunity to participate. Using CMAS provides this truck at the least cost and avoids the costly and timely procedure of seeking bids which may not result in a lower cost.

BUDGET IMPACT:

Funds for this expenditure are available in the City Council approved budget for Fiscal Year 2013-14; Fund 070-383-0000-4500 (Water Distribution).

CONCLUSION:

Acquiring a new dump truck will allow the Water Division to handle projects more efficiently and meet the new vehicle standards required by CARB. The current dump truck will be taken out of service and sold out of state.

Discussion, Consideration, and Possible Purchase of One (1) F-650 XL Trim Gasoline Powered 6-Yard Dump Truck Under the California Multiple Award Schedule (CMAS)

Page 3

ATTACHMENTS:

- A. Quotation from Downtown Ford Sales
- B. State of California Contract Notification
- C. Photographs of current dump truck and proposed dump truck

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

RJM09272013

QUOTATION**Customer**

CITY OF SAN FERNANDO
Address
City ATTN: Danny Garcia
Phone (818) 898-1293

Date 9/27/2013
REP BOB MILLOY
Phone 916-230-2569
FOB

Qty	Description	Unit Price	TOTAL
1	2013 State of California Contract #1-13-23-20A 2013 FORD F650 XL TRIM, 25,999 lbs. GVWR, 176" Wheelbase (102" CA), 50,000 lbs Frame; 8,500 lbs Front Axle, 17,500 lbs Rear Axle, 6.50 Rear Axle Ratio, Hydraulic Brakes, Ford 6.8L Triton V-10 Gasoline Engine, 362 hp/457 lbs ft torque, SelectShift 6 Speed Auto Trans, 42 Gallon Gasoline Tank, Vinyl Seating, XL Trim, (6) 10R 22.5 F All Position Tread Tires, 22x 7.5" White Disc Whls Air Conditioning, AM-FM Radio, Tilt Wheel, Cruise Control	\$44,196.00	\$44,196.00
1	Change Wheelbase to 158" (84" CA) ILO 176"/102"	\$0.00	\$0.00
1	Upgrade to 60 Gallon Gasoline Tank	\$238.00	\$238.00
1	Upgrade to PTO Provision on Ford SelectShift Auto Trans	\$280.00	\$280.00
1	Upgrade to Tow Hooks	\$71.00	\$71.00
1	Upgrade to Body Builder Wiring to End of Frame	\$131.00	\$131.00
1	Upgrade to Full Size West Coast Mirrors	\$67.00	\$67.00
1	Upgrade to 2 x Aux Convex Mirrors, 8" Diameter mounted below Primary Mirrors	\$40.00	\$40.00
1	Upgrade to Upfitter Switches	\$120.00	\$120.00
1	Upgrade to 11R22.5(H) All Position Tires	\$605.00	\$605.00
1	Add Backup Alarm	\$104.00	\$104.00
1	10' Dump Body (5-6 Yard), 1/2 Cab Shield, 3/16" Floor,	\$18,169.00	\$18,169.00
Subtotal			
Delivery			
Doc Fee			
DMV			
Weight Fee			
Sales Tax			
Rebates			
CA Tire Tax			
TOTAL DUE			

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THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95811
 916-442-6931 fax 916-491-3138

RJM09272013

QUOTATION**Customer**

Address CITY OF SAN FERNANDO
 City ATTN: Danny Garcia
 Phone _____

Date 9/27/2013
 REP BOB MILLOY
 Phone 916-230-2569
 FOB _____

Qty	Description	Unit Price	TOTAL
	2013 State of California Contract #1-13-23-20A Continued)		
	10 Gauge Sides and Ends, Side Height 23", Double Acting Manual Tailgate with Center Ditchgate, Bolt-on Spreader Apron, Low Mount Sissor Hoist Rugby LR26C (No Dog House), Hot Shift PTO, 1/2" Hitch Plate with 30,000 lbs Pintle Hitch and Separately Mounted Receiver Tube		
1	Tool Box - 48" x 18" x 18"	\$568.00	\$568.00
1	Paint Body White	\$0.00	\$0.00
1	Electric Trailer Brake Controller (Not OEM)	\$734.00	\$734.00
1	Strobe Lights - Surface Mounted 4 Corner Strobes	\$1,448.00	\$1,448.00
1	Trailer Connection 7 Way-Plug (Ford OEM)	\$93.00	\$93.00
1	Add 2nd Tool Box - 48" x 18" x 18" (or what fits in remain- ing room)	\$568.00	\$568.00
		Subtotal	\$67,432.00
		Delivery	\$250.00
		Doc Fee	\$80.00
		DMV	
		Weight Fee	
		Sales Tax	\$6,413.64
		Rebates	
		CA Tire Tax	\$10.50
		TOTAL DUE	\$74,186.14

\$500 Discount For Prompt Pay
 in 20 Days

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sales tax @ 9.5%



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-13-23-20 A through G, Supplement 1
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-13-23-20A) Elk Grove Auto Group (1-13-23-20B) Hanford Toyota (1-13-23-20C) Livermore Ford (1-13-23-20D) Winner Chevrolet (1-13-23-20E) Wondries Fleet Group (1-13-23-20F) Riverview International (1-13-23-20G)
CONTRACT TERM:	1/28/2013 through 1/27/2014
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

The attached "User Instructions" dated 03/14/13 hereby replaces the previous "User Instructions" dated 1/28/13 in its entirety. Specific changes include:

1. Attachment A has been updated to reflect Line Items 8 and 41 have been removed from Wondries Fleet Group. Line item 8 is now awarded to Downtown Ford and Line item 41 is now awarded to Livermore Ford.

Signature on File

Christina Nunez, Contract Administrator

Date: 3/14/2013

STATE OF CALIFORNIA
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1. SCOPE

The State's contract provides 2013 or current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-13-23-20 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract resulting from this solicitation shall not run beyond 1/27/2014. If the manufacturer's cutoff date occurs prior to the contract expiration date, the dealer may offer the contracted or subsequent model year meeting or exceeding the contract specifications at the same contract terms, conditions, and pricing after the manufacturer's order cutoff date for the remaining contract period or portion thereof. The dealer shall notify the DGS contract administrator in writing of its intention to participate in this roll-over provision, shall specify the model year offered, and shall specify the period through which it will continue to offer vehicles under this provision. This offer shall be irrevocable once accepted by the State.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

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- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at:
<http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

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5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. All vehicle line items are mandatory, there will be no exceptions. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period and no price increase shall be permitted.

SALES TAX:

The sales tax rate applied should be based on the rate of the Bill To address listed on the Purchase Order.

OPTIONS:

All factory options shall be available and priced at dealer cost plus ten percent for an addition or dealer cost minus ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed (e.g. V6 to V8; 4.8L to 5.3L)

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

TIRE FEE:

Purchase orders **MUST** include the State mandated \$1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2152 dated 9/6/2012 (Attachment B).

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Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Mangement Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing

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Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

PRE-DELIVERY CHECKLIST:

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

DELIVERY:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

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In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB POINT:

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

RECEIVING INSPECTION:

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.

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3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a \$500 per vehicle discount for payment made within twenty (20) days. For this bid, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

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Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Livermore Ford	100598451
Winner Chevrolet	100208309
Wondries Fleet Group	98037902
Riverview International	101079519

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

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Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

REPAIR PARTS:

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

The Service Plan is not applicable to vehicles over 8,500 lb. GVWR.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2152, dated 9/6/2012
Attachment C – Recycle Content Information

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ATTACHMENT "C"**Current Dump Truck****Proposed Dump Truck**

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COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Fred Ramirez, Community Development Director

DATE: November 4, 2013

SUBJECT: Consideration to Approve Mission Community Hospital's Proposed Assignment Agreement, Proposed Landlord Waiver and City's Request for Proposed Second Amendment to Lease

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Mission Community Hospital's (MCH) Assignment Agreement authorizing assignment of lease from San Fernando Community Hospital, Inc. d/b/a Mission Community Hospital to Deanco Healthcare, LLC (Deanco) (Attachment "A") per City Contract No. 1485 as amended;
- b. Approve Second Amendment to Lease (Attachment "B" – Contract No. 1485(b)) per City Contract No. 1485 as amended; and,
- c. Approve Landlord Waiver (Attachment "C").

BACKGROUND:

1. On March 1, 1976, MCH issued \$2.95 million in tax-exempt bonds to finance the property acquisition and partial reconstruction of the former San Fernando Community Hospital building at 732 Mott Street/700 Chatsworth Drive.
2. On May 18, 1976, MCH became the owner of said property.
3. In 1995, MCH filed a Chapter 11 bankruptcy petition in Federal court.
4. On March 25, 1997, the U.S. Bankruptcy Court approved an order confirming the Debtor's Fourth Amended Plan for Reorganization.

Consideration to Approve Mission Community Hospital's Assignment Agreement, Request for Second Amendment to Lease, and Proposed Landlord Waiver

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5. On March 30, 2001, the tax-exempt bonds were retired.
6. In September 2001, MCH executed a Grant Deed to the City of San Fernando upon final payment of the tax-exempt bonds.
7. On September 17, 2001, the City Council accepted the grant deed.
8. On September 15, 2003, the City Council approved a Lease Agreement with MCH for a 15-year period covering October 1, 2003 to March 1, 2017 for the property commonly known as 700 Chatsworth Drive, San Fernando. (City Contract No. 1485 "Lease Agreement")
9. On November 14, 2003, the Partners in Care Foundation entered into a sublease agreement with MCH to provide administrative space for health and wellness programs.
10. On June 2, 2005, the City Administrator received correspondence dated May 31, 2005 from MCH requesting a 10-year lease extension.
11. On July 5, 2005, the City Council approved the 10-year lease extension (expiring March 1, 2027) with MCH.
12. On October 20, 2008, the City Council approved a sublease agreement between MCH and the Partners in Care Foundation ensuring that the terms of the sublease agreement coincided with the term of the master lease agreement, which is 2027. (City Contract No. 1485(a).)
13. On February 19, 2013, the City Council approved a Sublease Agreement to facilitate sublease of a portion of the San Fernando Campus at 732 Mott Street/700 Chatsworth Drive, San Fernando, 91340 to a newly structured non-profit foundation known as "San Fernando Community Health Center".
14. On June 1, 2013, MCH requested that the City consent to MCH's proposed assignment of its right, title, and interest under the Lease Agreement, as amended by the July 5, 2005 First Amendment, to Deanco for the remainder of the lease term ("Proposed Assignment").
15. In July of 2013, MCH also submitted a written request for City approval of MCH's request for a Landlord Waiver, which among other things waives any future City claims regarding collateral fixtures/equipment installed at the City-owned property located at 732 Mott Street/700 Chatsworth Drive.
16. On July 8, 2013, the City notified MCH that it received MCH's Proposed Assignment Agreement and City's consent to the Proposed Assignment Agreement was subject to certain requirements and standards under the Lease Agreement, including the requirement that MCH submit the necessary documentation and information to process MCH's request through the "Premises Advisory Committee," consistent with Paragraph 14.1 of the Lease Agreement. Attached as Attachment "D" is the City's July 22, 2013 letter to MCH, which outlines the list of the documents and information that the City requested that MCH submit for review by the

Consideration to Approve Mission Community Hospital's Assignment Agreement, Request for Second Amendment to Lease, and Proposed Landlord Waiver

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"Premises Advisory Committee." The City further informed MCH that the committee would review the necessary documentation and make a recommendation to the City Council regarding MCH's Proposed Assignment Agreement. Finally, the City requested that MCH agree to reimburse the City for administrative and legal costs that the City expends to review and process the MCH's Proposed Assignment Agreement. MCH agreed to the City's requests.

17. On July 29, 2013, City staff notified MCH of the need for City approval of Assignment Agreement (Attachment "A") and a Second Amendment to Lease (Attachment "B") prior to the City's approval of the requested Landlord Waiver (Attachment "C").
18. Over the past three months, City staff and the City Attorney have been working with the "Premises Advisory Committee" to perform a due diligence review of the documents and information that the City requested and to finalize all required lease assignment/amendment and waiver request documents. Among other things, the City staff and City Attorney reviewed the documentation and information that MCH submitted to the City to ensure that Deanco Healthcare LLC is financially stable, is a creditworthy occupant who can and will meet its financial and maintenance obligations and whose use, business history, character, and reputation are appropriate for the property. Moreover, City staff and City Attorney reviewed the information and documentation to ensure that there is no existing default or disputes involving the Lease Agreement that should be resolved prior to the City's consent to the Proposed Assignment.

ANALYSIS:

Assignment Agreement. San Fernando Community Hospital, Incorporated d/b/a Mission Community Hospital is requesting City Council consideration and approval of the attached Assignment Agreement (Attachment "A") in order to allow MCH to assign all rights and responsibilities under the Lease Agreement (City Contract No. 1485 and 1485(a)) to Deanco. City approval of the Assignment Agreement would facilitate Deanco's continued operation of the site as the community health center under the terms of the master lease agreement, which provides primary health care services and subspecialty care to lower income members of the community.

Second Amendment to Lease. City Council approval of the second amendment to the master lease agreement would, among other things, identify that the agreement is between the City of San Fernando as the landlord and Deanco as the tenant. Furthermore, the Second Amendment to Lease (Attachment "B") strengthens the Lease Agreement provision concerning Deanco's obligations to maintain the property and provide evidence of insurance coverage. Specifically, the Second Amendment to the Lease outlines tenant obligations as they relate to: 1) maintenance of the City owned hospital facility in "good order and repair"; 2) providing required insurance coverage for the hospital's ongoing operation; and, 3) tenant's compliance with applicable local, state and federal regulations, including but not limited to, any conditions of approval associated with city-approved entitlements.

Consideration to Approve Mission Community Hospital's Assignment Agreement, Request for Second Amendment to Lease, and Proposed Landlord Waiver

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Landlord Waiver. City Council approval of the Landlord Waiver (Attachment "C") would result in the waiver of any claims that the City may have to any or all "collateral" located at the city-owned property located at 732 Mott Street/700 Chatsworth Drive for the benefit of Healthcare Finance Group, LLC as part of a loan agreement that was granted to Deanco to finance equipment purchased for the ongoing operation of the San Fernando Community Health Center facility at the aforementioned city-owned property. The collateral property that the City is waiving claim to includes all equipment/fixtures installed by MCH and subsequently Deanco that maybe seized by Healthcare Finance Group, LLC due to a loan default by Deanco. The Landlord Waiver also provides that in the event that Healthcare Finance Group, LLC removes any or all of the collateral from the premises, Healthcare Finance Group shall repair any damage to the premises resulting from the removal of any of the collateral.

CONCLUSION:

It is staffs assessment that City Council authorization of the attached Assignment Agreement, Second Amendment to Lease and subsequently the Landlord Waiver will not adversely impact the City's ability to ensure Deanco's ongoing compliance with the duties and terms of the Lease Agreement, as amended, as well as ensuring that the San Fernando Community Health Center located at 732 Mott Street/700 Chatsworth Drive continues to meet its obligation of providing much needed healthcare, health prevention and wellness services to the community at no cost to the City.

BUDGET IMPACT:

Approval of the Assignment Agreement, Second Amendment to Lease, and Landlord Waiver with Deanco will not have an adverse impact on the City's budget. Per the master lease agreement (City Contract No. 1485 and 1485(a)), MCH and now Deanco will continue to make the annual rent payment. During Fiscal Year 2013-2014, the annual rent payment is \$55,189.02.

ATTACHMENTS:

- A. Assignment Agreement
- B. Contract No. 1485(b) - Second Amendment to Lease
- C. Landlord Waiver

ATTACHMENT "A"**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of _____, 2013 (the "Effective Date") by and between San Fernando Community Hospital, Inc. d/b/a Mission Community Hospital ("Assignor"), Deanco Healthcare, LLC or its designated affiliate and/or successor ("Assignee") and City of San Fernando ("Landlord").

WITNESSETH

WHEREAS, Assignor entered into a Lease on or about September 15, 2003 with Landlord with respect to the property located in the City of San Fernando, County of Los Angeles, State of California commonly known as 700 Chatsworth Drive, San Fernando, California, 91340, APN 2613-004-047, 48, 49, 50, 51, and 54 (the "Premises").

WHEREAS, Assignor entered into the First Amendment to Lease Agreement dated July 5, 2005 (the "Agreement") with Landlord with respect to property located at the Premises; and

WHEREAS, the terms of the Agreement may have disallowed the right of Assignor to assign the Agreement; and

WHEREAS, By the Assignment, Assignor desires to absolutely and effectively assign, and Assignee desires to accept, the Agreement; and

WHEREAS, Landlord will agree to the Assignment of the Agreement, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Effective Date of Assignment. This Assignment shall become effective upon the Effective Date. Thereafter, all references in the Agreement to Tenant shall mean and include Assignee.

3. Assignment of Rights and Interests. Upon execution of the Assignment by all parties, and as of the Effective Date, Assignor does hereby unconditionally and absolutely assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Agreement.

4. Assumption of Assumed Liabilities and No Release. Upon the execution of the Assignment by all parties, and as of the Effective Date, Assignee hereby accepts the Assignment and agrees to assume and be bound by the terms, conditions, obligations, and covenants arising under the Agreement, and agrees to faithfully perform all of Assignor's obligations thereunder and relating thereto as though Assignee had been the

original party in place of Assignor, including, but not limited to, Assignee's payment to Landlord for any outstanding monies due and owing Landlord by Assignor regardless of when such monetary obligation arose under the Agreement. Notwithstanding the foregoing, Assignor will remain jointly and severally liable for the payment of rent and for the performance of all other obligations of the Assignor under the Agreement from and after the Effective Date.

5. Consent of Landlord. Landlord hereby consents to the assignment of the Agreement by Assignor to Assignee. This Assignment is made on the express condition that Landlord's consent shall not be deemed or construed to be a waiver of any term, covenant, condition, provision, or requirement of or under the Agreement, nor a consent to any other assignment of the Agreement. All rights of the Landlord under the Agreement are reserved.

6. Subsequent Assignments. Landlord's consent to the Assignment does not constitute a consent to any subsequent subletting or assignment and does not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of Landlord under Article 14 of the Lease to any future assignment or sublease. Notwithstanding the foregoing, Landlord may consent to subsequent sublettings and assignments of the Agreement, or amend the Agreement without notifying Assignor or anyone else liable under the Lease, including any guarantor of the Lease, and without obtaining their consent, and that action by Landlord will not relieve those persons of liability.

7. Clarification of Duties. Assignee understands and acknowledges that the Assignment will not require Landlord to re-perform or re-provide anything that Landlord has already provided to Assignor.

8. Excess Rent.

- a. Assignor represents to the Landlord that it has at no time received any amount of Excess Rent as it is defined in Section 14.4 of the Lease from any sublet, assignment, or other kind of transfer of the Premises.
- b. Assignee represents to the Landlord that it reviewed the Assignor's records and that Assignee determined that Assignor at no time received any amount of Excess Rent as it is defined in Section 14.4 of the Lease from any sublet, assignment, or other kind of transfer of the Premises.

9. Estoppel Certificate. Assignee agrees to execute, acknowledge, and deliver to Landlord within ten (10) days of execution of this Assignment, in the manner required for notices in the Lease, a written estoppel certificate certifying the information contained within Article 19 of the Lease (but not limited to such information in the event further information is reasonably requested by Landlord). Assignee agrees to acknowledge and deliver to Landlord, concurrently with the execution of this Assignment, in the manner required for notices in the Lease, a written and executed estoppel certificate from each existing subtenant certifying the information contained within Article 19 of the Lease with respect to each existing sublease assumed by Assignee, including the amount of rent that each subtenant will pay to the Assignee, (but not limited to such information in the event further information is reasonably requested by Landlord). Assignee shall, at any time and from time to time, upon

not less than (10) business days' prior written notice from Landlord acknowledge and deliver to Landlord a written and executed estoppel certificate from each subtenant consistent with this provision.

10. Insurance. Assignee agrees to deliver to Landlord within ten (10) days of execution of this Assignment, in the manner required for notices in the Lease, copies or certificates of all insurance policies required by this Lease, or alternatively, proof acceptable to Landlord that insurance has been or will be obtained prior to the Effective Date. If Assignee fails or refuses to procure insurance as required by the Lease, or fails or refuses to furnish Landlord with proof acceptable to Landlord that the insurance has or will be procured, Landlord shall have the rights available to it to procure and maintain such insurance, in addition to all other rights and remedies described in Section 8.4 of the Lease.

11. Further Assurances. Assignor and/or Assignee agree at Landlord's reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in the Agreement.

12. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of California as they pertain to agreements executed in, and fully performed within, the state of California.

13. Entire Agreement. This Assignment, together with the Agreement, contains the entire agreement and understanding between and among the parties hereto relative to the assignment of the Agreement from Assignor to Assignee, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral, between them. Each party hereto acknowledges that no party, or agent or attorney of any other party, or any other person or entity, has made any promise, representation, warranty, statement or opinion whatsoever, express or implied, not contained herein concerning the subject matter of this Assignment, to induce any other party to execute this Assignment, and each of the parties acknowledges that it has not executed this Assignment in reliance upon any such promise, representation, warranty, statement or opinion not expressly contained herein. This Assignment may only be modified or amended by a writing which specifically refers to this Assignment and which is signed by all the parties who are and intended to be bound by such modification or amendment. In the event of any conflict between the terms of the Agreement and this Assignment, this Assignment shall control.

14. City Council Approval. The parties hereby agree and acknowledge that this Assignment is subject to approval by the City Council of the City of San Fernando. In the event the City Council does not approve this Assignment, then the Assignment shall become null and void.

15. Voluntary Participation in Assignment; Attorney Review. The parties agree and acknowledge that each of them is signing this Assignment knowingly, intelligently, voluntarily, and without coercion. The parties further acknowledge that each of them has had the opportunity to consult with legal counsel and has either: (1) contacted a representative or an attorney of their choice and discussed the contents of this Assignment; or (2) elected not to contact a representative or an attorney and has carefully read and fully understands all of the provisions of this Assignment, and that each of them is voluntarily signing this Assignment.

16. Additional Documents. The parties shall, at any time at or after execution of this Assignment, sign and deliver, or cause others to do so, all such documents and instruments or do or cause to be done all such acts and things reasonably necessary to carry out the provisions of this Assignment.

17. Successors. Except as otherwise set forth herein, all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their successors.

18. Counterparts. This Assignment may be executed in counterparts and each executed counterpart shall be as effective as the original.

19. Authorization. Each person signing this Assignment warrants and represents that he/she has full authority to execute the Assignment on behalf of the entity on whose behalf he so signs.

20. Representations and Warranties. Each party separately acknowledges and represents that the representations and warranties contained herein are essential and materials provisions of this Assignment and shall survive execution of this Assignment.

IN WITNESS WHEREOF the parties have executed this Assignment as of the date first above written.

ASSIGNOR

SAN FERNANDO COMMUNITY HOSPITAL, INC.

Name: _____

Title: _____

ASSIGNEE

DEANCO HEALTHCARE, LLC

Name: _____

Title: _____

Accepted by:

CITY OF SAN FERNANDO

Name: _____

Title: _____

ATTACHMENT "B"
CONTRACT NO. 1485(b)

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the "First Amendment") is entered into as of this ____ day of _____ 2013 by and between CITY OF SAN FERNANDO, a municipal corporation ("Landlord") and Deanco Healthcare, LLC, or its designated affiliate and/or successor ("Tenant"), with reference to the following recitals.

RECITALS

A. On or about September 15, 2003, Landlord and San Fernando Community Hospital, a California non-profit corporation dba Mission Community Hospital ("Hospital") entered into a lease (the "Lease") for that certain premises described on Exhibit A to the Lease the property located in the City of San Fernando, County of Los Angeles, State of California, commonly known as 700 Chatsworth Drive, San Fernando, California, 91340, APN 2613-004-047, 48, 49, 50, 51, and 54 (the "Premises").. All capitalized terms used herein and not otherwise defined shall have the respective meanings as set forth in the Lease.

B. On or about July 5, 2005, Landlord and Hospital entered into a First Amendment to the Lease ("First Amendment") for that certain premises, a copy of which is attached hereto as Exhibit B.

C. On or about _____, 2013, Landlord, Tenant, and Hospital entered into an assignment agreement, whereby Hospital unconditionally and absolutely assigned and delivered to Tenant all of Hospital's rights, title and interest in the First Amendment, Tenant agreed to accept and be bound by all terms, conditions, obligations, and covenants of the First Amendment, and Landlord consented to the assignment of the First Amendment.

D. Landlord and Tenant wish to amend the Lease modify Tenant's obligations for maintenance and repair under Article 7 of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Article 7.1.1 shall be replaced with the following provision:

Tenant Obligations. Tenant shall at all times, at its own sole cost and expense, maintain in good order and repair: (a) the entirety of the Premises, including, but not limited to, the roof, downspouts, gutters, exterior walls, foundation, slab, doors, entrances, locks, sidewalks, parking areas, all utility and electrical lines, and the HVAC, electrical, fire/life-safety, elevator, security, and plumbing systems in good repair, reasonable wear and tear excepted; (b) the interior of the Premises in good condition and repair, reasonable wear and tear excepted, including but not limited to, any Tenant improvements, windows, window frames glass and plate glass, doors, interior walls and

ceilings, finish work, floors, floor covering, all switches, fixtures, and equipment in the Premises; (c) or replace immediately all broken or damaged glass with like-kind glass; (d) the parking areas within the Premises including, without limitation, sweeping, removal of litter and debris and re-striping when necessary; and (e) comply with (1) all applicable laws, rules, ordinances, orders and regulations and all changes thereto (whether or not they require alterations to the Premises) and (2) the requirement of all insurance companies insuring all or any part of the Premises.

2. Conflict. If there is a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the First Amendment or the Lease, the terms and conditions of this Second Amendment shall control. Except as modified by this Second Amendment, the terms and conditions of the Lease shall remain in full force and effect.

3. Authority. The persons executing this Second Amendment on behalf of the parties hereto represent and warrant that they have the authority to execute this Second Amendment on behalf of said parties and that said parties have authority to enter into this Second Amendment.

4. Counterparts. This Second Amendment may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereby execute this Second Amendment as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation

By: _____
Antonio Lopez
Mayor

ATTEST:

By: _____
Elena G. Chavez
City Clerk

Deanco Healthcare, LLC

By: _____
_____, President

By: _____
_____,

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT "C"

REQUESTED BY AND
WHEN RECORDED MAIL TO:

Healthcare Finance Group, LLC
199 Water Street, 31st Floor
New York, New York 10038
Attention: Chief Credit Officer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LANDLORD WAIVER

This LANDLORD WAIVER dated as of October __, 2013 (the "**Agreement**"), is executed by THE CITY OF SAN FERNANDO, a municipal corporation (the "**Landlord**"), to and for the benefit of HEALTHCARE FINANCE GROUP, LLC, a Delaware limited liability company ("**HFG**").

RECITALS:

A. The Landlord is the owner of real property commonly known as 700 Chatsworth Drive, San Fernando, California 91346, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "**Premises**"), and has leased the Premises to DEANCO HEALTHCARE, LLC, a California limited liability company (as successor in interest to SAN FERNANDO COMMUNITY HOSPITAL D/B/A MISSION COMMUNITY HOSPITAL, a California not for profit corporation) (the "**Tenant**"), pursuant to that certain Lease dated July 31, 2003 (together with any renewals, extensions, amendments, modifications, substitutions or replacements thereof, the "**Lease**").

B. The Tenant has granted to HFG, as administrative agent and collateral agent for the lenders from time to time signatory to that certain Revolving Loan and Security Agreement, dated as of April 29, 2011, as thereafter amended, restated, supplemented, and otherwise modified (those lenders, the "**Lenders**"; that agreement, the "**Loan Agreement**"), a first security interest in certain personal property that may from time to time be located in and on the Premises (the "**Collateral**") as security for any and all loans that the Lenders have made or may make to the Tenant from time to time under the Loan Agreement (collectively, the "**Loans**").

C. The Lenders are willing to make or continue such loans only if the Landlord waives any claims, demands, or rights that the Landlord may have or acquire with respect to such Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord hereby agrees with HFG as follows:

AGREEMENTS:

1. The Landlord hereby unconditionally waives any and all liens, claims, demands, or rights, however arising, including without limitation, the right to levy, distrain, sue, execute, or sell for unpaid rent or otherwise, that the Landlord now has or may hereafter acquire with respect to any or all of the Collateral (whether such Collateral is now or hereafter located on or in the Premises) and all of the proceeds thereof, whether by statute under the laws of the State of California, or by virtue of the Lease, or by virtue of the Tenant's occupation of the Premises. The Landlord shall not take any action to

enforce any liens, statutory or otherwise, with regard to the Collateral, without the prior written consent of HFG.

2. Subject to all the provisions of this Agreement, the Landlord recognizes and acknowledges that HFG's security interest in the Collateral is superior to any lien, right, or claim of title of any nature which the Landlord now has or hereafter may have or assert in or to the Collateral by statute, the Lease, any other agreement, or otherwise.

3. The Landlord agrees that the Collateral (a) is and shall remain the personal property of the Tenant, and (b) is not and shall not become or be deemed to be fixtures affixed to the Premises.

4. The Landlord agrees to give HFG written notice of the occurrence to the address set forth above of any event which could result in the creation of the right of the Landlord to terminate the Lease or to accelerate any rent due thereunder. The Landlord agrees that, with respect to any default which arises as a result of the failure by the Tenant to pay a sum of money required by the Lease to be paid by the Tenant, Landlord will allow HFG to cure such monetary default by the Tenant for fifteen (15) calendar days after the date on which HFG receives written notice required to be given to HFG by this section. Nothing contained in this Agreement will, as between the Landlord and the Tenant, (a) extend or create any right to cure any default except as expressly provided in the Lease, or (b) limit, restrict, alter, or modify the rights of the Landlord under the Lease which are available to the Landlord as a result of the occurrence of a default under the Lease by the Tenant. In the event of a termination of the Lease, whether upon a default by the Tenant under the Lease or otherwise, or the Landlord recovers possession of the Premises by any means, HFG shall remove the Collateral from the Premises within ninety (90) days after receipt of written notice thereof from the Landlord to HFG. HFG shall pay rent to the Landlord for the number of days it is in possession of the Premises during such ninety (90) day period in an amount equal to the rent payable pursuant to the Lease prorated per diem on the basis of a 30-day month, but without incurring any other obligation of the Tenant, including without limitation any present or future unpaid rent or other obligations otherwise payable by the Tenant pursuant to the Lease. The Tenant agrees and acknowledges that a default by the Tenant under the Lease shall constitute a default under the documents evidencing and securing the Loan, including, without limitation, the Loan Agreement.

5. Upon receipt by the Landlord of a written notice from HFG containing a certification to the Landlord that (a) the Tenant is in default under any document or agreement evidencing or securing the Loans, and (b) HFG is entitled to take possession of the Collateral, HFG, through its authorized representatives, may enter the Premises at any time and from time to time, and maintain, store, sell, or remove the Collateral, or conduct a sale or sales of the Collateral on the Premises and HFG shall have no obligation to the Landlord except the obligation to pay the Landlord a reasonable rental for the Premises for the period after which HFG notified the Landlord of HFG's intent to possess the Collateral. The Tenant hereby unconditionally and irrevocably authorizes the Landlord to (i) rely upon the validity and correctness of any such notice from HFG, and (ii) following Landlord's receipt of such notice, grant and allow access by HFG (or its agents, attorneys, or representatives) to the Premises without any duty or obligation to make inquiry of HFG or to oversee or monitor in any way the activities of HFG in the Premises. The Tenant hereby unconditionally releases the Landlord from any such claim, allegation, or assertion by the Tenant so long as the Landlord receives the written notice from HFG required by this section. If the Landlord obtains possession of the Premises and any significant Collateral remains on the Premises, the Landlord shall notify HFG in writing that the Landlord has obtained possession of such Collateral and shall allow HFG to take possession of such Collateral. In the event that HFG, or anyone acting under the direction of HFG, removes any or all of the Collateral from the Premises, HFG shall repair any damage to the Premises resulting from the removal of any of the Collateral.

6. This Agreement shall inure to the benefit of the successors and assigns of HFG and shall be binding upon the heirs, personal representatives, successors, and assigns of the Landlord and the Tenant. This Agreement represents the whole agreement between the parties relating to the matters set forth herein and may be amended only in writing signed by all parties.

7. The laws of the State of California shall govern the validity, interpretation, and enforcement of this Agreement.

8. This Agreement shall continue in force until the earlier date of either: (i) the termination of the Lease under Section 4 subject to payments of rent to Landlord by HFG under Section 4 for up to not more than 90 days following such termination; (ii) the expiration date of the Lease; or (iii) the date upon which all of the Loans are paid and satisfied in full and HFG has no further interest in any of the Collateral. HFG agrees to execute an acknowledgement of termination of this Agreement in favor of Landlord in recordable form upon ten (10) days written notice from Landlord.

9. Notices hereunder shall be effective when sent to the parties at the addresses set forth above (or such other addresses specified in accordance with this paragraph), by personal delivery, recognized overnight courier, or certified mail, return receipt requested, sufficient postage prepaid.

10. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Landlord Waiver as of the date first above written.

LANDLORD:

THE CITY OF SAN FERNANDO,
a municipal corporation

By: _____
Name: _____
Title: _____

CONSENTED AND AGREED TO:

DEANCO HEALTHCARE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

HEALTHCARE FINANCE GROUP, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

State of _____)
)
County of _____) ss.

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Notary Seal]

State of _____)
)
County of _____) ss.

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Notary Seal]

Exhibit A

Legal Description

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager

DATE: November 4, 2013

SUBJECT: Consideration to Adopt Resolution No. 7572 Approving Repayment of Misapplied Pension Tax Override Funds Previously Allocated to Costs Beyond Retirement Fund Obligation

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7572 (Attachment "A") approving a schedule for the repayment of Pension Tax Override funds previously allocated for retiree health insurance and a portion of the Los Angeles City Fire contract.

BACKGROUND:

1. In 1946, the City became a member of the California Public Employees Retirement System (PERS) and the voters approved the levy of the Pension Tax Override which paid for certain City employee retirement benefits under the PERS system. Annually, thereafter the City established a tax rate which would cover the City's contribution to pay for future pension benefits for retired employees.
2. In 1982, the California Supreme Court upheld the imposition of a special tax rate to support the retirement pension obligations of a city to its employees, as an exception to Proposition 13.
3. During the recent Fiscal Year (FY) 2013-2014 budget process, the Interim City Manager and Interim Finance Director learned that not only has the Pension Tax Override been used to pay for the PERS contract, but also to pay for: 1) the portion of the Los Angeles City Fire contract that is allocated to the cost and expenses of the Los Angeles firefighter pension benefits; and 2) the cost of City of San Fernando retiree medical insurance premiums. Specifically the City's practice of utilizing the Pension Tax Override to cover the City retiree medical insurance premiums dates back to 2001 or 2002. Similarly, the City's use of the Pension Tax Override to pay for a portion of the L.A. Fire contract dates back to at least 2001.

Consideration of Adoption of Resolution No. 7572 Approving Repayment of Misapplied Pension Tax Override Funds Previously Allocated to Costs Beyond Retirement Fund Obligation

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The City ceased the use of Pension Tax Override monies to pay for the portion of the L.A. Fire contract that is allocated to the fire fighter pension benefits as the City's voters did not authorize the levy of any tax to pay for the retirement benefits of employees of another municipality. The City also ceased using these funds to pay for retiree medical insurance premiums because such premiums are not part of the PERS program, as approved by the voters in 1946. On that issue staff found that a number of cities that had Pension Tax Overrides were also charging retiree health insurance to their Pension Taxes. However, in the case *Howard Jarvis Taxpayers Association v. County of Orange and City of Huntington Beach*, the Court ruled, in 2003, that Pension Tax Override monies could not be used for enhancements, such as retiree health benefits. As a result, cities that were utilizing the Override funds ceased this practice. For some unknown reason, the practice continued in San Fernando and staff could not find any documentation in the files that addressed this issue to terminate this practice or continue it. It should be noted, however, that the previous budgets did itemize an appropriation from the Pension Tax Override Fund to pay for retiree health insurance which might suggest that management and legal staff was not aware of the court decision.

ANALYSIS:

It is recommended that the City adopt a repayment plan to begin repaying the misapplied money back to the Pension Tax Override fund. This repayment should pay back misapplied funds for the last four fiscal years, from FY 2012-2013, FY 2011-2012; FY 2010-2011, and FY 2009-2010. Overall, this represents a total payback from the General Fund and Enterprise Funds of \$5,192,525. Provided below is an illustration of the amounts misapplied over the past four years.

Retirement Fund Re-Payment Options

	Enterprise Funds Retiree Health Insurance	General Fund Retiree Health Insurance	Fire Contract	Total General Fund to be Repaid
FY 2012-2013	\$ 147,223	\$ 670,680	\$ 314,100	\$ 984,780
FY 2011-2012	\$ 170,204	\$ 775,376	\$ 684,745	\$ 1,460,121
FY 2010-2011	\$ 166,812	\$ 759,920	\$ 314,100	\$ 1,074,020
FY 2009-2010	\$ 157,548	\$ 717,717	\$ 314,100	\$ 1,031,817
	\$ 641,786	\$ 2,923,694	\$ 1,627,045	\$ 4,550,739

Staff reviewed different payback schedules to retire this obligation. The shorter the payment, the greater impact it will have on the General and Enterprise Funds. Staff is providing a 30-year repayment plans as reflected below.

Consideration of Adoption of Resolution No. 7572 Approving Repayment of Misapplied Pension Tax Override Funds Previously Allocated to Costs Beyond Retirement Fund Obligation

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Fund	Terms	Amount per year	Approx. 1% Interest (Averaged)	Total Annual Debt Service
General Fund	30 Years	\$ 151,691	\$ 24,642	\$ 176,333
Enterprise Fund	30 Years	\$ 21,393	\$ 3,475	\$ 24,868

Staff is recommending the 30 year plan as it best recognizes the need to repay these funds yet does not create such an ominous additional burden on the General Fund as to cause significant further reductions in staff and services. One needs to remember that ceasing the practice of using Pension Tax Override funds for retiree health insurance and Los Angeles City Fire pension costs, beginning this fiscal year, has already impacted the General Fund in a very large way because the General Fund was required to absorb approximately \$800,000 of these costs beginning in FY 2013-2014. The first repayment would begin in FY 2014-2015.

BUDGET IMPACT:

A total of \$5,192,525 must be repaid to the Pension Tax Override Fund and staff is recommending a 30-year repayment schedule that will result in an annual General Fund obligation of \$151,691 and \$24,868 from the Enterprise Funds. This is based on a maximum 1% interest rate on any unpaid balance.

CONCLUSION:

For many years the City misapplied Pension Tax Override funds to pay for retiree health insurance and a portion of the Los Angeles City Fire contract. This practice was discontinued this fiscal year and the City staff is recommending that a repayment plan be adopted. Staff is recommending a 30-year plan that recognizes the need to repay these funds but also not cause even deeper cuts in staffing and programs.

ATTACHMENT:

A. Resolution No. 7572

ATTACHMENT “A”**RESOLUTION NO. 7572****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ESTABLISHING A SCHEDULE FOR THE REPAYMENT OF PENSION TAX OVERRIDE FUNDS PREVIOUSLY ALLOCATED TO COSTS BEYOND RETIREMENT PENSION FUND OBLIGATIONS**

WHEREAS, the City of San Fernando (the “City”) is a member of Public Employees’ Retirement System (“PERS”) under the terms of a 1946 contract (the “PERS Contract”), as amended, and joined the PERS program after an election in April 1946 in which City voters overwhelmingly approved the levy of the special property tax override rate (the “Pension Tax Override”); and

WHEREAS, in 1982, the California Supreme Court, in *Carman v. Alvord* (1982) 31 Cal.3d 318, upheld the imposition of a special tax rate, such as the Pension Tax Override, to support cities’ retirement pension fund obligations to employees, as an exception to Proposition 13; and

WHEREAS, it recently came to the City’s attention that its Pension Tax Override has been used for other costs beyond the PERS Contract, including a portion of the Los Angeles City Fire Protection Service Contract and the cost of City retiree medical insurance premiums; and

WHEREAS, the City has ceased to utilize its Pension Tax Override for costs other than those associated with its PERS Contract obligations; and

WHEREAS, the City Council of the City seeks to pay back the monies previously allocated to costs beyond the PERS Contract pursuant to a multi-year payment plan (the “Repayment Plan”); and

WHEREAS, the Repayment Plan will carefully balance the City’s current operation requirements with its commitment to repayment of these monies.

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

SECTION 1. The recitals stated above are true and correct and incorporated herein.

SECTION 2. The City Council hereby approves the Repayment Plan attached hereto as Exhibit “A”.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 4th day of November, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of November, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “A”**Retirement Fund Re-Payment Plan**

	Enterprise Funds Retiree Health Insurance	General Fund Retiree Health Insurance	Fire Contract	Total General Fund to be Repaid
FY 2012-2013	\$ 147,223	\$ 670,680	\$ 314,100	\$ 984,780
FY 2011-2012	\$ 170,204	\$ 775,376	\$ 684,745	\$ 1,460,121
FY 2010-2011	\$ 166,812	\$ 759,920	\$ 314,100	\$ 1,074,020
FY 2009-2010	\$ 157,548	\$ 717,717	\$ 314,100	\$ 1,031,817
	\$ 641,786	\$ 2,923,694	\$ 1,627,045	\$ 4,550,739

Fund	Terms	Amount per year	Approx. 1% Interest (Averaged)	Total Annual Debt Service
General Fund	30 Years	\$ 151,691	\$ 24,642	\$ 176,333
Enterprise Fund	30 Years	\$ 21,393	\$ 3,475	\$ 24,868

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager

DATE: November 4, 2013

SUBJECT: Consideration to Implement a Paperless Agenda System for City Council/Successor Agency Meetings

RECOMMENDATION:

It is recommended that the City Council provide direction regarding the implementation of a Paperless Agenda System. If the City Council wants to proceed with a paperless agenda process, direct staff to schedule approval of a Resolution at a future City Council meeting to appropriate the needed funds, estimated at \$600 per each City Councilmember and designated staff.

BACKGROUND/ANALYSIS:

In the Summer of 2013, Mayor Lopez requested that staff look into transitioning to paperless agenda packets to achieve cost savings from staff time and materials. Other benefits that would be associated with implementing a paperless agenda program are the timely distribution of the agenda and the ability to retrieve and review the agenda packet anytime from anywhere.

Consequently, staff began the process of looking into using the latest available technology solutions and consulted other cities and governmental agencies that have moved to a paperless agenda solution.

Other Cities

Based on research conducted by other cities, at least 70 cities in California have gone to some form of paperless agenda reading devices for their City Councils and some of these cities also provide electronic agenda reading devices to their department heads and other key staff members who attend City Council meetings. The vast majority of these cities use the Apple iPad as their tablet device.

After reviewing how other cities have implemented their paperless system, almost all had positive comments about their transition to a paperless agenda system. Below are some of the commonly noted advantages:

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1. Elimination of annual paper and printing costs and staff time in copying and distributing paper agenda packets.
2. Timely distribution of the agenda and the ability to retrieve and review the agenda packet anytime, anywhere.
3. Additional or supplemental materials that are provided after the initial agenda packet can be emailed as soon as it is updated, allowing more time for review before the meeting.
4. Agendas, staff report, or subject items will be electronically searchable within the iPad.
5. Members of the community who have electronic reading devices would also have the same access to download the full agenda packets.
6. The City Council can utilize the device to retrieve electronic agenda packets being issued by other governmental agencies for Boards and Committees on which they serve (i.e., the League of California Cities is currently producing digital agenda packets for Board Meetings).
7. The ability to provide electronic files of other large, City reference documents (Annual Budget, General Plan, etc.) as well as providing instant access to other City digital records via a single device.

The most common noted disadvantages in implementing a paperless agenda system are the initial startup cost to implement the program; concerns of additional cost to replace the device when it is not repairable; and finally, the initial learning curve associated with using an iPad. However, most cities have agreed that the return on investments negates the initial cost concerns and also noted that they have not experienced any problems with their iPads due to Apple's reliable operating system. In addition, the iPad is known to have a fast and easy learning curve.

It should also be noted that one City contacted indicated they still provide hardcopy agendas for the public counter at City Hall and their library.

Equipment

As noted above, the iPad is the most common device for paperless agenda solutions. The Android-based tablet was researched in comparison to the iPad tablet. While the base models for Android tablets can be less expensive than an iPad, the Android Operating System is not as naturally intuitive as Apple's iOS (operating system). Additionally, the iPad has received the highest rating from cities that use it, when considering overall affordability, reliability, available applications, and maintenance.

Most cities have found an iPad with 16 GB of storage to be sufficient for the type of use being discussed. All iPads have the capability of accessing wireless internet. One can also purchase an iPad which has the ability to connect to mobile internet provided by any one of the

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telecommunication companies. This cost is about \$130 more than comparable WiFi only iPads and also incur a monthly cost for data service of approximately \$30.

Several different pieces of software are used to upload agendas and staff reports to the iPad. For example, a popular application that is used widely is Dropbox, which is free with limited storage capacity. Dropbox allows users to create a special folder on each of their computers and handheld devices, which Dropbox then synchronizes over the internet so that it appears to be the same folder (with the same contents) regardless of the device it is viewed on. This makes it possible for users to review and annotate documents on a personal computer and then seamlessly transfer the document to the handheld device for the meeting.

At this time, if the City Council wants to proceed, in order to keep cost to a minimum, staff recommends that we would continue delivering the agenda packet through standard e-mail. A link would be provided in the email to allow for accessing City documents on the City's website. Anyone with internet access and a web browser can then download the documents to their device. As this system becomes more refined, and as specialized software cost becomes more economical, alternative document management software may be considered. To allow City Council and staff to view and annotate these packets on their individual iPad, there are several applications available to fulfill these functions which are available for a minimal one-time cost.

BUDGET IMPACT:

Total Costs

In the Fiscal Year 2013-14 no funds were budgeted for the purchase of iPads; as such, a budget amendment would need to be adopted allocating appropriate funds for the initial equipment and accessories purchase. To implement the Paperless Agenda System, staff would recommend the purchase of 14 iPads: five for City Council; one for the City Manager; one for the City Clerk; six for Department Heads/Managers; and one for the Information Technology staff. The table below provides an estimated cost for purchasing 14 iPads, accessories, and equipment for the wireless access network.

Item	Units	Unit Cost	Total Cost (w/Taxes)
iPad Air 16GB / Wi-Fi	14	\$ 499.00	\$ 7,597.28
iPad Air Smart Case (Poly-urethane)	14	\$ 79.00	\$ 1,202.78
Total:			\$ 8,800.06

Potential Savings

A cost analysis was conducted to analyze the financial impact of a paperless agenda process. The current process of preparing the City Council agenda packets costs about \$145 per meeting and approximately \$3,480 annually. About 79% of this is attributed to labor for copying, and production of packets. At face value, by transitioning to the paperless system, it is estimated that

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there will be savings of approximately \$714 in materials and supplies, and \$2,765 relating to time saved for a combined total savings of \$3,480 annually. However, because personnel are budgeted for the entire year, there is not a budgetary cost savings from the reduced labor, but instead, that time can now be utilized and dedicated to other responsibilities within City Clerk and Administration Offices. Based on this estimated cost savings, the return on investment for the startup cost is approximately two and a half years. As each tablet is expected to have a longer useful life than three years, the investment in transitioning to a paperless agenda system is reasonable.

Wi-Fi Access Points

Currently, the City maintains Wi-Fi access points at City Hall and the Police Department for staff and authorized users that will provide sufficient coverage during City Council meetings; however, to maintain the City's IT infrastructure, network authentication will not be provided to the public.

Ownership Options

The City Council has two options to consider for ownership of the devices. The City can purchase the units and allow staff and the City Council to use them or the City can provide a stipend to each individual, who can then purchase the specific device of their choosing.

Option 1: City Purchase

Under this option, the City would purchase an iPad for each City Council and designated staff member. The iPad would remain the property of the City. Users would be allowed to take the device home or use it anywhere they conduct City business. In general, there would be a prohibition on personal multimedia content (movies, music, photos, games) from being placed on the device. An iPad provided by the City will not have cellular connectivity and will require the use of public and private Wi-Fi networks. Under this scenario, the City's IT staff would maintain and oversee the use of each device just as it currently does with all City computers.

Option 2: Stipend Provided by the City

Under this option, the City would provide one-time fixed stipend of \$600 to the City Council and designated staff to purchase an iPad that would meet minimum standard specifications (16GB iPad, Wi-Fi, and needed accessories) for receiving and downloading the agenda packets. This device would be owned and controlled by the individual, meaning that personal content could be stored on the unit without concern. However, as the City provided an allowance for the tablet, if an individual leaves the City within the "life expectancy" of the tablet, that individual will be required to repay the net value of the asset to the City. Under this program, the life expectancy of the tablet is designated as 4 years. As it is necessary, the depreciation would be calculated using a 48-month period in determining the net value of the asset. By providing a stipend, users have the option of paying to upgrade their devices to meet their needs, including the option to select an alternative device, such as an Android tablet or mini-computer as long as it meets the needs of the program (i.e., it can access and read City agendas and is portable). The IT staff

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would not generally support the devices other than providing basic advice.

CONCLUSION:

Paperless agenda solutions have proven to be successful in cities and public agencies throughout the state and the infrastructure exists to quickly implement such a system in San Fernando. If the City Council would like to proceed with an electronic City Council meeting agenda, staff should be directed to bring back a budget resolution approving the purchase of iPads or similar devices.