



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

SAN FERNANDO CITY COUNCIL

AGENDA

MARCH 18, 2013 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

PRESENTATION

- a) OATH OF OFFICE ADMINISTERED BY CITY CLERK TO CITY TREASURER MARGARITA SOLIS AND CITY COUNCILMEMBERS JOEL FAJARDO AND ROBERT GONZALES

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) **APPROVAL OF WARRANT REGISTER NO. 13-032**

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2) RECEIVE AND FILE SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS REPORT

Recommend that the City Council receive and file the Single Audit of Federally Assisted Grant Programs report for the Fiscal Year (FY) 2011-2012.

3) FY 2013-2014 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ADOPTION OF RESOLUTION NO. 7523 INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT

Recommend that the City Council adopt Resolution No. 7523 initiating the proceedings for the FY 2013-2014 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and ordering the preparation of the Engineer's Report.

PUBLIC HEARING

4) ADOPTION OF ORDINANCE NO. 1625 AMENDING CHAPTER 106 AND IMPLEMENTING HOUSING ELEMENT PROGRAM NO. 11

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Ordinance No. 1625, titled "An Ordinance of the City of San Fernando Amending Article 1 of Chapter 106 to define Single Room Occupancy Unit, Community Care Facilities, Emergency Homeless Shelters, Manufactured Housing, Transitional Housing and Supportive Housing and Amending Article III of Chapter 106 to Provide that Emergency Shelters are Permitted Uses in the M-2 Light Industrial Zone with Applicable Development Standards, Single Room Occupancy as Conditionally Permitted Uses in the C-1 and C-2 Commercial Zones, Community Care Facilities of Seven or More Persons as Conditionally Permitted Uses in all Residential Zones, and that Manufactured Housing, Transitional and Supportive Housing are and shall be treated as Residential Uses".

NEW BUSINESS

5) REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND MAYOR PRO TEMPORE

Recommend that the City Council proceed with their annual reorganization for the selection of Mayor and Mayor Pro Tempore and follow the procedure as suggested.

6) APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT (CONTRACT NO. 1703) WITH AEGIS COMPUTERS, INC.

Recommend that the City Council:



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- a. Approve a Professional Services Agreement (Contract No. 1703) extending the current contract with Aegis Computers, Inc. for City computer and network services for a not to exceed fixed-rate billing of \$10,630 per month (including \$630 for website services); and
- b. Authorize the Interim City Administrator to execute the Professional Services Agreement with Aegis Computers, Inc.

STANDING COMMITTEE UPDATES

- No. 1 Budget, Personnel and Finance (BPF)
Chair Jesse H. Avila
- No. 2 Housing, Community & Economic Development and Parking (HCEP)
Chair Antonio Lopez
- No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)
Chair Joel Fajardo
- No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTt)
Chair Jesse H. Avila
- No. 5 Education, Parks, Arts, Health and Aging (EPAH)
Chair Robert C. Gonzales

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: March 14, 2013 (4:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet 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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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: March 18, 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. 13-032****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-032****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 18th day of March, 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 18th day of March 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
03/14/2013 11:37:36AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
101176	3/18/2013	100044 ABNER'S APPLIANCE CO.	502		REWIRED DEDICATED CIRCUIT: OUTLE 01-390-0460-4330	180.00	
					Total :	180.00	
101177	3/18/2013	100067 ADVANCE DIRECT MAIL	352013		WATER, SEWER, REFUSE, FOLD & STL 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	70.44 70.44 70.45	
					Total :	211.33	
101178	3/18/2013	100070 ADVANCED ELECTRONICS INC.	0123792-IN		MAINT AGREEMENT - 2-WAY RADIOS, \$ 01-222-0000-4260	2,724.56	
			0123793-IN		MONTHLY MAINT - CCTV EQUIPMENT 01-222-0000-4260	3,420.00	
					Total :	6,144.56	
101179	3/18/2013	100074 AEGIS COMPUTERS INC.	207893		IT SERVICES - JAN 2013 01-190-0241-4260 01-190-0420-4260 01-222-0000-4260	4,000.00 2,000.00 4,000.00	
					Total :	10,000.00	
101180	3/18/2013	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES 01-140-0000-4220 01-150-0000-4220	5.35 38.70	
			460851202		PD CELL PHONES 10-220-3641-4220 01-222-0000-4220	26.65 111.07	
			561407019		CITY YARD CELL PHONE & USB MODEI 70-384-0000-4220 01-390-0000-4220 01-320-0000-4220 72-360-0000-4220	55.89 3.95 3.95 0.29	
			660629692		VARIOUS CELL PHONES 01-106-0000-4220 70-384-0000-4220	28.06 19.21	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101180	3/18/2013	100101 VERIZON WIRELESS-LA	(Continued) 870422920		PD CELL PHONES AND MDT MODEMS 01-222-0000-4220 01-105-0000-4220 01-152-0000-4220	967.05 33.35 114.03
					Total :	1,407.55
101181	3/18/2013	100124 ALL-PHASE ELECTRIC SUPPLY CO.	0946-726013		BACKUP LIGHTS 01-430-0000-4300	65.13
					Total :	65.13
101182	3/18/2013	100143 ALONSO, SERGIO	FEB 2013		MARIACHI MASTER APPRENTICE PRO 10-424-3693-4260	1,462.50
					Total :	1,462.50
101183	3/18/2013	100222 ARROYO BUILDING MATERIALS, INC	103762		SIDEWALK REPAIR - 2022 CHIVERS 15-310-0866-4600	161.81
			103769		SIDEWALK REPAIR - 2022 CHIVERS 15-310-0866-4600	161.81
			103799		SIDEWALK REPAIR - 774 N MACLAY 70-383-0000-4260	40.61
			104017		SIDEWALK REPAIR - 1124 MOUNTAIN V 15-310-0866-4600	161.81
			104018		SIDEWALK BRICK REPAIR - MOTT & M/	6.49
			104024		SIDEWALK REPAIR - 1124 MOUNTAIN V 15-310-0866-4600	85.51
			104100		SIDEWALK REPAIR - MOTT & MACLAY 15-310-0866-4600	161.81
					Total :	779.85
101184	3/18/2013	100405 BONANZA CONCRETE, INC.	40169		1921 CHIVERS SIDEWALK 15-310-0866-4600	809.33
					Total :	809.33
101185	3/18/2013	100462 BYRD INDUSTRIAL ELECTRONICS	102-13		RESERVOIR 2 SENSOR REPAIR 70-384-0000-4260	555.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101185	3/18/2013	100462 BYRD INDUSTRIAL ELECTRONICS	(Continued)		Total :	555.30
101186	3/18/2013	100715 CITY-WIDE FIRE PROTECTION CO.	38413		ANNUAL FIRE ALARM CERT TEST @ CI 01-390-0310-4260	275.00
			38414		ANNUAL FIRE ALARM CERT TEST @ PI 01-390-0222-4260	275.00
			38415		ANNUAL FIRE ALARM CERT TEST @ PC 01-430-0000-4260	575.00
			38416		ANNUAL FIRE ALARM CERT TEST @ LF 01-390-0460-4260	575.00
					Total :	1,700.00
101187	3/18/2013	100731 CITY OF LOS ANGELES	74WP130000026		O & M PORTION OF ASSSC - 03/31/13 72-360-0000-4600	116,641.00
			74WP130000027		CAPITAL PORTION OF ASSSC. - 03/31/1 72-360-0000-4260	73,921.00
			74WP130000113		SEWERAGE FACILITIES CHARGE 72-360-0000-4600	3,430.01
					Total :	193,992.01
101188	3/18/2013	100805 COOPER HARDWARE INC.	87811		DOOR STOP RUBBERS & CLIPS FOR N 01-390-0410-4300	20.52
			87921		NUTS & BOLTS 27-344-0301-4300	50.01
					Total :	70.53
101189	3/18/2013	100859 CROWN DISPOSAL	32N00075		HAULING FEES - 02/01-28/13 73-350-0000-4260	65,959.60
					Total :	65,959.60
101190	3/18/2013	100886 LOS ANGELES DAILY NEWS	0010294305		ZONE TEXT AMENDMENT PUBLICATION 01-150-0000-4230	1,119.70
			0010310854		ZONE TEXT AMENDMENT PUBLICATION 01-150-0000-4230	595.10
					Total :	1,714.80
101191	3/18/2013	100894 DAPPER TIRE COMPANY INC.	900879299		TIRES FOR FLEET 01-1215	910.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101191	3/18/2013	100894 DAPPER TIRE COMPANY INC.	(Continued)		Total :	910.45
101192	3/18/2013	101089 ESCOBAR, MARCO	030113 - 1		L P SENIOR PETTY CASH REIMB. 04-2380	62.09
			030113 - 2		L P SENIOR PETTY CASH REIMB. 04-2380	72.87
			030413		L P SENIOR PETTY CASH REIMB. 04-2380	81.29
					Total :	216.25
101193	3/18/2013	101147 FEDEX	2431055911		FREIGHT CHARGE - PW 01-190-0000-4280	87.14
					Total :	87.14
101194	3/18/2013	101300 GENERAL PUMP CO., INC.	22705		REMOVE & REPLACE PACKING @ WEL 70-384-0000-4320	750.35
					Total :	750.35
101195	3/18/2013	101302 VERIZON	8181811070		POLICE PAGING 01-222-0000-4220	40.06
			8181811111		MUSIC CHANNEL 01-190-0000-4220	45.21
			8181811126		RADIO REPEATER 01-222-0000-4220	44.67
			8181811136		RADIO REPEATER 01-222-0000-4220	44.67
			8181811380		MWD METER 70-384-0000-4220	43.99
			8181973209		PARKS MAJOR PHONE LINES 01-420-0000-4220	1,367.76
			8181973210		PD MAJOR PHONE LINES 01-222-0000-4220	2,403.33
			8181973211		PHONE BILL 01-190-0000-4220	2,276.83
			8181990351		PAC 50 TO SHERIFFS 01-222-0000-4220	504.45
			8183610901		SEWER FLOW MONITOR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101195	3/18/2013	101302 VERIZON	(Continued)			
			8183613958		72-360-0000-4220 CNG STATION	43.47
			8183616728		01-320-3661-4220 ENGINEERING FAX LINE	37.81
			8183655097		01-310-0000-4220 PD NARCOTICS VAULT	24.66
			8188371509		01-222-0000-4220 ANIMAL CONTROL & PW PHONE LINE	24.76
			8188381841		01-190-0000-4220 ENGINEERING FAX MODEM	47.20
			8188384969		01-310-0000-4220 PD ALARM PANEL	26.36
			8188981027		01-222-0000-4220 POOL FACILITY PHONE LINES	89.97
					01-430-0000-4220	134.49
					Total :	7,199.69
101196	3/18/2013	101434 GUZMAN, JESUS ALBERTO	FEB 2013		MARIACHI MASTER APPRENTICE PRO	
					10-424-3693-4260	1,500.00
					Total :	1,500.00
101197	3/18/2013	101511 HINDERLITER DE LLAMAS & ASSOC.	0020561-IN		CONTRACT SERVICES - SALES TAX 1S	
					01-130-0000-4270	900.00
					01-3210-0000	26.45
					Total :	926.45
101198	3/18/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	2034283		GRAFFITI SUPPLIES	
			3242210		01-152-0000-4300 PIONEER PARK BASEBALL FIELD DUG	25.16
			3242212		01-390-0410-4300 TRASH BAGS	130.08
					11-311-7510-4600	341.79
					01-341-0301-4300	341.78
			34689		STORAGE YARD STAGING AREA	
			5090366		70-384-0000-4310 BATTERY, TAPE MEASURES, RAKES &	307.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101198	3/18/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			5090368		13-311-0000-4300 BENDING TOOL	216.41
			6090152		70-384-0000-4340 SECURE SHELVES @ OLD PD JAIL	13.76
			8024198		01-390-0222-4300 PIONEER PARK BASEBALL FIELD #2 B	75.35
					01-390-0410-4300	63.71
					Total :	1,515.54
101199	3/18/2013	101649 INTER VALLEY POOL SUPPLY, INC	50050		POOL CHEMICALS	
					01-430-0000-4300	1,837.20
					Total :	1,837.20
101200	3/18/2013	101768 KIMBALL-MIDWEST	2750460		WIRE CRIMPS	
					01-320-0301-4300	115.44
					Total :	115.44
101201	3/18/2013	101920 LIEBERT CASSIDY WHITMORE	161305		LEGAL SERVICES	
			161306		01-112-0000-4270 LEGAL SERVICES	690.00
			161307		01-112-0000-4270 LEGAL SERVICES	21.00
					01-112-0000-4270	300.00
					Total :	1,011.00
101202	3/18/2013	101957 CITY OF LOS ANGELES	SF130000007		FIRE & AMBULANCE SERVICES - DEC 2	
					01-500-0000-4260	263,279.92
					Total :	263,279.92
101203	3/18/2013	102003 LOS ANGELES COUNTY	RE-PW-13021306031		INDUSTRIAL WASTE LAB THRU JAN'13	
			RE-PW-13021306050		72-360-0000-4430 INDUSTRIAL WASTE FEE - THRU JAN'1	2,455.44
					72-360-0000-4430	8,378.46
					Total :	10,833.90
101204	3/18/2013	102160 MCMASTER CARR SUPPLY CO	46245504		REC PARK RESTROOM PARTITION REI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101204	3/18/2013	102160 MCMASTER CARR SUPPLY CO	(Continued)		01-390-0410-4430	524.09
					Total :	524.09
101205	3/18/2013	102226 MISSION LINEN & UNIFORM	340620861		LAUNDRY	
			340621588		01-225-0000-4350	150.01
			340622597		LAUNDRY	
					01-225-0000-4350	71.83
			340623311		LAUNDRY	
					01-225-0000-4350	159.94
					01-225-0000-4350	103.80
					Total :	485.58
101206	3/18/2013	102303 NACHO'S ORNAMENTAL SUPPLY	218994		TRAFFIC SAFETY CONE RACK	
					13-311-0000-4300	17.43
					Total :	17.43
101207	3/18/2013	102395 NORMAN A. TRAUB ASSOCIATES INC	12137.2		CIA INVESTIGATIONS	
			12137.4		01-222-0000-4260	6,502.00
					CIA INVESTIGATION	
					01-222-0000-4260	7,258.92
					Total :	13,760.92
101208	3/18/2013	102403 NOW IMAGE PRINTING	3053		TROLLEY ROUTE MAPS	
			3069		01-310-0000-4300	408.75
					WATER BILL ENVELOPES	
					70-382-0000-4300	825.68
					72-360-0000-4300	825.68
					73-350-0000-4300	825.67
					01-130-0000-4300	137.61
					Total :	3,023.39
101209	3/18/2013	102423 OCCU-MED, INC.	0213901		PRE-EMPLOYMENT PHYSICAL	
					01-106-0000-4260	125.00
					Total :	125.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101210	3/18/2013	102432 OFFICE DEPOT	1552667792		3-RING BINDERS, NOTE PADS AND SE	
			1554469228		72-360-0000-4300	12.96
			644903050001		POST IT NOTES, PENS & HP INK	
			644903151001		01-222-0000-4300	84.68
			646387526001		DISH DETERGENT	
			646387868001		01-311-0000-4300	6.32
			646477746001		COPY PAPER AND HAND SOAP	
					70-384-0000-4300	51.17
					LABELER TAPE, COPY PAPER	
					01-222-0000-4300	263.79
					TAPE	
					01-222-0000-4300	18.28
					HP COLOR TONERS	
					01-222-0000-4300	951.54
					Total :	1,388.74
101211	3/18/2013	102443 OKAFOR, MICHAEL	REIMB.		MILEAGE REIMBURSEMENT	
					01-106-0000-4390	72.00
					Total :	72.00
101212	3/18/2013	102623 PIONEER FIRE PROTECTION, INC.	302229		FIRE EXTINGUISHER SERVICE	
			302230		01-390-0460-4260	184.52
			303256		01-390-0410-4260	52.72
					FIRE EXTINGUISHER SERVICE	
					27-344-0000-4320	131.80
					FIRE EXTINGUISHER SERVICE	
					70-381-0450-4260	75.00
					72-360-0450-4260	75.00
					01-390-0450-4260	87.24
			303257		FIRE EXTINGUISHER SERVICE	
					01-390-0410-4260	185.00
					01-430-0000-4260	249.94
			303258		CONTRACTUAL SERVICE - VEHICLE	
			303259		01-320-0000-4260	616.78
					FIRE EXTINGUISHER SERVICE	
					01-390-0457-4260	26.36

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101212	3/18/2013	102623 102623 PIONEER FIRE PROTECTION, INC.	(Continued)			Total : 1,684.36
101213	3/18/2013	102648 PONCE, VICTOR	022613		COMMISSIONER'S REIMBURSEMENT 01-105-0000-4111	50.00
					Total :	50.00
101214	3/18/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-54		COURIER SERVICE 01-222-0000-4260	103.00
					Total :	103.00
101215	3/18/2013	102848 RICHARDS, WATSON & GERSHON	188441		LEGAL SERVICES 70-110-0000-4270	225.50
					Total :	225.50
101216	3/18/2013	102929 ROYAL PAPER CORPORATION	4356925		JANITORIAL SUPPLIES 01-390-0460-4300	34.66
			4357103		JANITORIAL SUPPLIES 01-390-0460-4300	50.96
					01-390-0410-4300	101.91
					01-390-7500-4300	50.96
					Total :	238.49
101217	3/18/2013	102930 ROYAL WHOLESALE ELECTRIC	8901-678649		SAFETY ARC FLASH BLANKET FOR ELI 27-344-0301-4300	362.62
					70-383-0301-4300	360.00
					01-390-0410-4310	360.00
					Total :	1,082.62
101218	3/18/2013	103029 SAN FERNANDO, CITY OF	12412-12496		REIMBURSEMENT TO WORKERS COM 06-190-0000-4810	24,741.23
					Total :	24,741.23
101219	3/18/2013	103038 SAN FERNANDO FLORIST	000517/1		MMAF CENTER PIECES FOR GALA ON 10-424-3614-4300	534.10
					Total :	534.10
101220	3/18/2013	103090 SUSAN SAXE-CLIFFORD, PH.D.	13-0228-11		PSYCH EXAM 01-222-0000-4270	400.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
101220	3/18/2013	103090 103090 SUSAN SAXE-CLIFFORD, PH.D.	(Continued)			Total : 400.00	
101221	3/18/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	022613		ELECTRIC - 208 PARK (AQUATIC CENT		
			030113		01-430-0000-4210	2,748.28	
					ELECTRIC - VARIOUS LOCATIONS		
					29-335-0000-4210	1,236.89	
					01-371-0000-4210	4.50	
			030213		ELECTRIC - 2025 FOURTH		
					01-420-0000-4210	275.96	
					01-371-0000-4210	42.75	
					Total :	4,308.38	
101222	3/18/2013	103279 SUMMER SYSTEMS, INC.	34418		A/C PREV MAINT @ PD		
					01-390-0222-4260	731.00	
					Total :	731.00	
101223	3/18/2013	103305 TAB PRODUCTS CO.	2142567-1		DR FOLDERS		
					01-222-0000-4300	748.50	
					Total :	748.50	
101224	3/18/2013	103439 UPS	831954093		COURIER SERVICES		
					01-190-0000-4280	143.53	
					Total :	143.53	
101225	3/18/2013	103445 UNDERGROUND SERVICE ALERT	220130650		(58) NEW USA DIGALERT TICKETS		
					70-381-0000-4260	87.00	
					Total :	87.00	
101226	3/18/2013	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE -		
					70-382-0000-4300	383.64	
					72-360-0000-4300	383.64	
					73-350-0000-4300	383.63	
					Total :	1,150.91	
101227	3/18/2013	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH		
					01-190-0000-4280	1,500.00	
					Total :	1,500.00	

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101228	3/18/2013	103619 CARL WARREN & CO.	1465250		LEGAL SERVICES	
			1465251		01-110-0507-4270	83.15
			1465252		LEGAL SERVICES	
					01-110-0511-4270	153.50
			1465253		LEGAL SERVICES	
					01-110-3375-4270	351.78
			1465254		LEGAL SERVICES	
					01-112-0000-4270	31.98
			1465255		LEGAL SERVICES	
					01-112-0000-4270	44.77
			1465256		LEGAL SERVICES	
					01-112-0000-4270	57.56
			1465257		LEGAL SERVICES	
					01-112-0000-4270	31.98
			1465258		LEGAL SERVICES	
					01-112-0000-4270	57.56
			1465259		LEGAL SERVICES	
					01-112-0000-4270	51.17
						230.67
					Total :	1,094.12
101229	3/18/2013	103730 X-ERCON	20650530		CHOP SAW CUTTING WHEEL	
					01-320-0301-4300	225.78
					Total :	225.78
101230	3/18/2013	103738 YOSEF AMZALAG SUPPLY	12051655		EYE HOE HEAD, HANDLE & LEAF RAKE	
			12052209		01-370-0000-4340	233.24
			12052983		WATER SITE LANDSCAPING STORAGE	
					70-384-0000-4310	822.64
					RAKES & CULTAVATOR	
					70-384-0000-4340	59.68
					Total :	1,115.56
101231	3/18/2013	103826 COUNTY OF LOS ANGELES	13-2017		NOV 6, 2012 - SPECIAL MUNICIPAL	
					01-116-0935-4270	14,979.52

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101231	3/18/2013	103826 103826 COUNTY OF LOS ANGELES	(Continued)			
					Total :	14,979.52
101232	3/18/2013	103851 EVERSOF, INC.	P563727		CREDIT	
			R1199660		70-384-0000-4260	-3.43
			R1199661		WATER SOFTNER - WELL 2A	
					70-384-0000-4260	65.46
					WATER SOFTNER - WELL 4A	
					70-384-0000-4260	129.24
					Total :	191.27
101233	3/18/2013	103903 TIME WARNER CABLE	8448200540010328		CABLE - 03/05/13-04/04/13	
			8448200540010518		01-190-0000-4220	58.49
					CABLE - 03/01/13 - 03/28/13	
					01-420-0000-4260	180.56
					Total :	239.05
101234	3/18/2013	103948 CDW GOVERNMENT, INC.	X898732		RIBBON FOR ID CARD PRINTER	
					01-106-0000-4300	68.00
					Total :	68.00
101235	3/18/2013	887165 RYAN HERCO PRODUCTS CORP	7574161		OSG VALVES	
					70-384-0000-4320	115.49
					Total :	115.49
101236	3/18/2013	887422 NORTHERN SAFETY CO., INC.	900326479		SAFETY TAPE - WA8196	
					70-382-0000-4400	229.37
					Total :	229.37
101237	3/18/2013	887466 SIMON'S POWER EQUIPMENT, INC.	090196		STIHL CHAINSAW FOR TREE MAINT	
			090197		01-346-0000-4500	654.00
					STIHL HEDGE TRIMMER	
					01-346-0000-4500	588.55
					Total :	1,242.55
101238	3/18/2013	887518 DURHAM, ALVIN	030713		COMMISSIONER'S REIMBURSEMENT	
					01-150-0000-4111	50.00
					Total :	50.00

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101239	3/18/2013	887629 ASZKENAZY DEVELOPMENT, INC.	REFUND - BL		REFUND- OVERPYMNT ON BL RENEW/ 01-3240-0000	117.50
					Total :	117.50
101240	3/18/2013	887952 J. Z. LAWNMOWER SHOP	3644		BLOWER REPLACEMENT 01-346-0000-4300	196.15
					Total :	196.15
101241	3/18/2013	887962 THE ACTIVE NETWORK	81147722		ACTIVE NET FEES 01-420-0000-4260	52.90
					Total :	52.90
101242	3/18/2013	888075 DATAMATIC, LTD.	CA-0000023876		HANDHELD METER READING MAINT - J 70-382-0000-4320	296.82
					Total :	296.82
101243	3/18/2013	888123 L.A. DEPARTMENT OF WTR & POWER	742182-315938		SECURITY LIGHTING - 13655 FOOTHILI 70-384-0000-4210	104.50
			742182-315943		SECURITY LIGHTING - 12900 DRONFIE 70-384-0000-4210	334.25
					Total :	438.75
101244	3/18/2013	888179 DMR TEAM, INC.	011613		CONSULTING DESIGN SERVICES - SR1 01-310-0000-4270	4,370.00
					Total :	4,370.00
101245	3/18/2013	888241 UNITED SITE SERVICES OF CA INC	114-1105101		PORTABLE TOILET RENTAL @ LAYNE F 01-390-0410-4260	322.27
					Total :	322.27
101246	3/18/2013	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 07-440-0441-4220	63.60
					Total :	63.60
101247	3/18/2013	888254 MCCALLA COMPANY	870186		GLOVES & WIPES 01-222-0000-4300	617.15
					Total :	617.15
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101248	3/18/2013	888356 ADVANCED AUTO REPAIR BODY &	1032		INSTALL FUEL TANK HOSE - RE5918 01-320-0420-4400	183.12
			1033		DOOR BEZEL & MOULDING - PW2721 72-360-0000-4400	98.37
			1034		ABS MODULE REPLACEMENT - PD7834 01-320-0225-4400	773.02
					Total :	1,054.51
101249	3/18/2013	888552 LAW OFFICES DAPEER, ROSENBLIT & LITVAK 6696			LEGAL SERVICES 01-140-0000-4270	165.00
					Total :	165.00
101250	3/18/2013	888556 KEY EQUIPMENT FINANCE	590158242 - 3303		PW COPIER LEASE PAYMENT - FINAL F 70-381-0000-4290	177.01
			591214947 - 1303		MAR LEASE PAYMENT - TOSHIBA 5500 10-420-1371-4260	1,298.01
					Total :	1,475.02
101251	3/18/2013	888615 WOOD AUTO SUPPLY INC	790519		HYDRAULIC FILTER - WA8196 70-382-0000-4400	12.16
			792324		DEPT SUPPLIES 01-320-0301-4300	79.43
			792410		INJECTION CLEANER 01-1215	33.32
			792418		FUEL INJECTOR CLEANER - PD5333 01-320-0225-4400	66.64
			793040		FILTERS FOR FLEET 01-1215	6.47
			793446		CONSTANT RELAY FOR FLEET 01-1215	124.98
			793459		ENGINE DISTRIBUTOR - WA8196 70-382-0000-4400	151.89
			793708		INTERIOR DOOR HANDLE - PK8230 01-320-0390-4400	14.38
			793728		RADIATOR CAP - PK3322 01-320-0390-4400	5.41
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101251	3/18/2013	888615 888615 WOOD AUTO SUPPLY INC	(Continued)			Total : 494.68
101252	3/18/2013	888646 HD SUPPLY WATER WORKS, LTD	6207842		FIRE SERVICE - 1011 SEVENTH	1,222.34
			6207912		70-383-0701-4600	
					WATER SERVICE - 1011 SEVENTH	1,063.14
					70-383-0301-4300	
					Total :	2,285.48
101253	3/18/2013	888714 SALINAS JR., RODOLFO	030713		COMMISSIONER'S REIMBURSEMENT	50.00
					01-150-0000-4111	
					Total :	50.00
101254	3/18/2013	888800 BUSINESS CARD	022213		GENERAL MEMBERSHIP MEETING ON	35.00
					01-101-0109-4370	35.00
					01-101-0111-4370	
					Total :	70.00
101255	3/18/2013	888869 MUNITEMPS STAFFING	123668		TEMP STAFFING - ADMINISTRATIVE AN	210.24
					01-310-0000-4112	52.56
					01-311-0000-4112	131.40
					27-344-0000-4112	525.60
					70-381-0000-4112	919.80
					70-382-0000-4112	262.80
					70-383-0000-4112	262.80
					70-384-0000-4112	262.80
					72-360-0000-4112	
					Total :	2,628.00
101256	3/18/2013	889037 AT&T MOBILITY	875587443		MODEM FOR TRAFFIC SIGNALS	62.27
					01-310-0000-4220	
					Total :	62.27
101257	3/18/2013	889201 FOOTHILL SOILS, INC	8218		BASEBALL FIELD MAINT	817.50
					01-390-0410-4300	
					Total :	817.50
101258	3/18/2013	889273 SAN FERNANDO STATION, LLC	REFUND		REFUNDABLE AMNT ON PERMIT #3113	293.15
					01-3730-0000	

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101258	3/18/2013	889273 889273 SAN FERNANDO STATION, LLC	(Continued)			Total : 293.15
101259	3/18/2013	889287 UNITED TRUCK CENTERS	37410		REPAIR LEAK IN HYDRAULIC SYSTEM	432.87
					70-384-0000-4400	
					Total :	432.87
101260	3/18/2013	889310 BALLIN, LORRIANE	022613		COMMISSIONER'S REIMBURSEMENT	50.00
					01-105-0000-4111	
					Total :	50.00
101261	3/18/2013	889532 GILMORE, REVA A.	02/23/13 - 03/08/13		FOOD SERVICE MANAGER	338.00
					10-422-3750-4270	52.00
					10-422-3752-4270	
					Total :	390.00
101262	3/18/2013	889533 MARTINEZ, ANITA	02/23/13 - 03/08/13		ASSISTANT FOOD MANAGER	159.30
					10-422-3750-4270	
					Total :	159.30
101263	3/18/2013	889534 RAMIREZ, FRANCISCO	02/23/13 - 03/08/13		HDM DRIVER	159.30
					10-422-3752-4270	46.80
					10-422-3752-4390	
					Total :	206.10
101264	3/18/2013	889535 GOMEZ, GILBERT	02/23/13 - 03/08/13		HDM DRIVER	177.00
					10-422-3752-4270	57.20
					10-422-3752-4390	
					Total :	234.20
101265	3/18/2013	889592 CUELLAR, JIMMY KYLE	FEB 2013		MARIACHI MASTER APPRENTICE PRO	962.50
					10-424-3653-4260	
					Total :	962.50
101266	3/18/2013	889602 RESPOND SYSTEMS	293731		NITRILE GLOVES	390.22
					72-360-0000-4300	
					Total :	390.22
101267	3/18/2013	889611 MORRISON MANAGEMENT SPECIALIST	188452013022801		LP SENIOR MEALS - FEB 2013	

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101267	3/18/2013	889611 MORRISON MANAGEMENT SPECIALIST	(Continued)		10-422-3750-4260 10-422-3752-4260	3,870.00 2,943.00
					Total :	6,813.00
101268	3/18/2013	889644 VERIZON BUSINESS	64120695		CITY HALL LONG DISTANCE 01-190-0000-4220	59.40
			64120696		CITY YARD LONG DISTANCE 70-384-0000-4220	52.33
			64120698		CITY HALL LONG DISTANCE & INTRAL 01-190-0000-4220	162.83
			64120699		POLICE LONG DISTANCE 01-222-0000-4220	212.35
			64120700		CITY YARD LONG DISTANCE 70-384-0000-4220	4.86
			64120701		PARK LONG DISTANCE 01-420-0000-4220	66.54
			64121271		ENGINEERING LONG DISTANCE 01-310-0000-4220	2.63
			64121284		CREDIT CARD LINE 01-190-0000-4220	2.43
			64121285		POLICE LONG DISTANCE 01-222-0000-4220	2.43
			64121286		PARK LONG DISTANCE 01-420-0000-4220	2.68
			64121294		CITY HALL LONG DISTANCE 01-190-0000-4220	3.60
					Total :	572.08
101269	3/18/2013	889680 JIMENEZ LOPEZ, JUAN MANUEL	FEB 2013		MARIACHI MASTER APPRENTICE PRO 10-424-3653-4260	750.00
					Total :	750.00
101270	3/18/2013	889681 VILLALPANDO, MARIA	02/23/13 - 03/08/13		FOOD SERVICE WORKER 10-422-3750-4270 10-422-3752-4270	221.25 44.25

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101270	3/18/2013	889681 889681 VILLALPANDO, MARIA	(Continued)			Total : 265.50
101271	3/18/2013	889834 LESLIE'S SWIMMING POOL SUPPLIE	59-313852		CHEM TESTING SUPPLIES 01-430-0000-4300	76.14
					Total :	76.14
101272	3/18/2013	889942 ATHENS SERVICES	MARCH 2013		STREET SWEEPING - MAR 2013 01-343-0000-4260	10,100.00
					Total :	10,100.00
101273	3/18/2013	889962 GMS ELEVATOR SERVICES, INC	00068073		MONTHLY ELEVATOR SERVICE 01-430-0000-4260	129.00
					Total :	129.00
101274	3/18/2013	890004 PACIFIC TELEMAGEMENT SERVICE	504329		PD PAY PHONE - APRIL 2013 01-190-0000-4220	62.64
					Total :	62.64
101275	3/18/2013	890095 O'REILLY AUTO PARTS	2665-346659		TIMING LIGHT 01-320-0000-4340	108.99
					Total :	108.99
101276	3/18/2013	890109 SUPERMEDIA LLC	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 01-190-0000-4220	50.95
					Total :	50.95
101277	3/18/2013	890117 CASMANN	14581		REUPHOLSTER BENCH SEAT - WA457 70-383-0000-4400	369.00
					Total :	369.00
101278	3/18/2013	890127 NATURAL GAS GLOBAL SERVICES	346		CLEAN OUT VALVES @ CNG STATION 01-320-3661-4400	375.00
					Total :	375.00
101279	3/18/2013	890251 ALDERMAN & HILGERS, LLP	1000		LEGAL SERVICES 01-110-3375-4270	8,540.40
			1001		LEGAL SERVICES 01-110-0507-4270	1,229.80

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101279	3/18/2013	890251 ALDERMAN & HILGERS, LLP	(Continued)			
			1002		LEGAL SERVICES 01-110-0511-4270	60.00
			1029		LEGAL SERVICES 01-110-1065-4270	106.51
			969		LEGAL SERVICES 01-110-3375-4270	3,138.75
			971		LEGAL SERVICES 01-110-0507-4270	89.39
					Total :	13,164.85
101280	3/18/2013	890286 CALIFORNIA CLAIMS	2013-10246		WORKER'S COMP ADMIN FEE 01-106-0000-4270	1,500.00
					Total :	1,500.00
101281	3/18/2013	890362 RTB BUS LINE	1621		ASCEP TRIP TO STAPLES CENTER 10-420-1371-4260	448.00
					Total :	448.00
101282	3/18/2013	890368 C & M TOPSOIL	15237		BASEBALL FIELD MAINT 01-390-0410-4300	43.60
			15249		BASEBALL FIELD MAINT 01-390-0410-4300	21.80
					Total :	65.40
101283	3/18/2013	890487 SEA-CLEAR POOLS	13-0279		FLOW SWITCHES 01-430-0000-4330	190.75
					Total :	190.75
101284	3/18/2013	890546 BARAJAS, CRYSTAL	FEB 2013		MARIACHI MASTER APPRENTICE PRO 10-424-3693-4260	180.00
					Total :	180.00
101285	3/18/2013	890561 GCS INC.	42103		JANITORIAL SERVICES - FEB 2013	
				10955	70-381-0450-4260	1,088.36
				10955	01-390-0460-4260	3,780.00
				10955	01-430-0000-4260	3,450.00

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101285	3/18/2013	890561 GCS INC.	(Continued)			
				10955	01-390-0222-4260	4,305.60
				10955	01-390-0310-4260	1,214.91
				10955	01-390-0410-4260	2,607.00
					Total :	16,445.87
101286	3/18/2013	890578 DIAMOND TOURS INC	847310		SR TRIP TO MT RUSHMORE ON 04-2384	30,200.00
					Total :	30,200.00
101287	3/18/2013	890594 HEALTH AND HUMAN RESOURCE	79376		EAP - MARCH 2013 01-106-0000-4260	325.80
					Total :	325.80
101288	3/18/2013	890740 MORAN, STEPHANIE	FEB 2013 - A		WATER EXERCISE INSTRUCTOR 17-420-1338-4260	360.00
					Total :	360.00
101289	3/18/2013	890780 MISSION AMBULANCE, INC.	27737		LIFEGUARD SERVICES 01-430-0000-4260	6,497.96
					Total :	6,497.96
101290	3/18/2013	890817 THE WALKING MAN, INC.	E4272		DOOR TO DOOR FLYER DISTRIB 01-310-0000-4260	770.00
					Total :	770.00
101291	3/18/2013	890879 EUROFINIS EATON ANALYTICAL, INC	L0111393		WATER ANALYSIS 70-384-0000-4260	750.00
			L0112419		WATER ANALYSIS 70-384-0000-4260	139.60
			L0112421		WATER ANALYSIS 70-384-0000-4260	139.60
			L0112441		WATER ANALYSIS 70-384-0000-4260	139.60
			L0112573		WATER ANALYSIS 70-384-0000-4260	139.60
			L0112574		WATER ANALYSIS 70-384-0000-4260	139.60

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101291	3/18/2013	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0112577		70-384-0000-4260 WATER ANALYSIS	139.60
			L0112707		70-384-0000-4260 WATER ANALYSIS	24.00
			L0113385		70-384-0000-4260 WATER ANALYSIS	164.00
			L0113401		70-384-0000-4260 WATER ANALYSIS	139.60
			L0113405		70-384-0000-4260 WATER ANALYSIS	139.60
			L0113583		70-384-0000-4260 WATER ANALYSIS	139.60
			L0114233		70-384-0000-4260 WATER ANALYSIS	164.00
			L0114247		70-384-0000-4260 WATER ANALYSIS	139.60
			L0114258		70-384-0000-4260 WATER ANALYSIS	164.00
			L0114259		70-384-0000-4260 WATER ANALYSIS	139.60
			L0114267		70-384-0000-4260 WATER ANALYSIS	139.60
					Total :	2,941.20
101292	3/18/2013	890906 MEYERS NAVE	2013010201		RETAINER - FEB 2013 01-110-0000-4270	6,750.00
			2013010207		LEGAL SERVICES 72-110-0000-4270	1,147.50
					01-110-0000-4270	2,298.16
			2013010209		LEGAL SERVICES 01-110-3376-4270	995.68
			2013010210		LEGAL SERVICES 01-110-3375-4270	1,137.50
			2013010211		LEGAL SERVICES 01-110-5624-4270	617.50

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101292	3/18/2013	890906 MEYERS NAVE	(Continued)			
			2013010212		LEGAL SERVICES 73-110-0000-4270	3,085.00
					Total :	16,031.34
101293	3/18/2013	890922 TEAMAN. RAMIREZ & SMITH, INC	5097-61279	10946	FY 2011/2012 CITY AUDIT AND RELATEI 01-130-0000-4270	29,500.00
					Total :	29,500.00
101294	3/18/2013	890970 WEX BANK	32254491		FUEL FOR FLEET 01-320-0390-4402	1,578.43
					01-320-0420-4402	88.36
					07-313-3630-4402	1,198.05
					27-344-0000-4402	88.14
					29-335-0000-4402	122.50
					70-381-0000-4402	37.77
					70-382-0000-4402	138.92
					70-383-0000-4402	573.60
					70-384-0000-4402	344.81
					72-360-0000-4402	776.38
					73-350-0000-4402	2.00
					01-320-0152-4402	319.19
					01-320-0221-4402	129.62
					01-320-0222-4402	240.34
					01-320-0224-4402	769.61
					01-320-0225-4402	5,291.04
					01-320-0226-4402	2.00
					01-320-0228-4402	654.95
					01-320-0311-4402	422.55
					01-320-0312-4402	709.21
					01-320-0320-4402	101.05
					01-320-0346-4402	94.65
					01-320-0370-4402	617.21
					01-320-0371-4402	207.01
					Total :	14,507.39
101295	3/18/2013	890983 LOPEZ, LOUIS A	022613		COMMISSIONER'S REIMBURSEMENT	

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vchlist 03/14/2013 11:37:36AM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101295	3/18/2013	890983 LOPEZ, LOUIS A	(Continued)		01-105-0000-4111	50.00
					Total :	50.00
101296	3/18/2013	891009 INDUSTRIAL NETWORKING	INV-0132390	10963	4G WIRELESS MODEMS FOR POLICE \	3,565.80
					20-225-0000-4500	341.36
					20-225-0000-4500	
					Total :	3,907.16
101297	3/18/2013	891053 HAUPT, THEALE E	030713		COMMISSIONER'S REIMBURSEMENT	
					01-150-0000-4111	50.00
					Total :	50.00
101298	3/18/2013	891054 MEJIA, YVONNE G	022613		COMMISSIONER'S REIMBURSEMENT	
			030713		01-105-0000-4111	50.00
					COMMISSIONER'S REIMBURSEMENT	
					01-150-0000-4111	50.00
					Total :	100.00
101299	3/18/2013	891065 SOTELO, ANGEL	2000168.004		YOUTH BASKETBALL REFUND	
					17-3770-1328	50.00
					Total :	50.00
101300	3/18/2013	891066 MONTES CASTELLON, CAROL'S	02/22/12 - 03/08/13		COMMUNITY WELLNESS COORDINATC	
					10-430-3649-4260	640.00
					Total :	640.00
101301	3/18/2013	891068 ZERO CELSIUS	225616		CSO JACKETS	
					01-222-0000-4300	141.70
					Total :	141.70
101302	3/18/2013	891070 ALL STATE AUTO BODY LLC	REFUND - BL		REFUND- OVERPYMNT OF BL	
					01-3960-0000	4.87
					01-3240-0000	309.60
					01-2260	92.55
					Total :	407.02
101303	3/18/2013	891071 ARNONE, ANGELA	37-3390-11		WATER ACCT REFUND - 668 S MACLAY	
						Page: 23

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101303	3/18/2013	891071 ARNONE, ANGELA	(Continued)		70-2010	56.62
					Total :	56.62
101304	3/18/2013	891072 MONTANEZ, ROBERT	37-3385-09		WATER ACCT REFUND - 1041 MOTT	
					70-2010	28.68
					Total :	28.68
101305	3/18/2013	891073 ARMAS, JULIA ISABEL	43-0500-04		WATER ACCT REFUND - 440 N LAZARD	
					70-2010	12.52
					Total :	12.52
101306	3/18/2013	891074 CRUZ, ALBERT	50-1725-04		WATER ACCT REFUND - 1224 EIGHTH	
					70-2010	31.69
					Total :	31.69
101307	3/18/2013	891075 GIL, MARIA F	39-0416-00		WATER ACCT REFUND - 554 KALISHER	
					70-2010	59.27
					Total :	59.27
101308	3/18/2013	891076 TOLEDO, WERNER	35-2810-05		WATER ACCT REFUND - 1541 CELIS	
					70-2010	40.51
					Total :	40.51
101309	3/18/2013	891077 SEEMAN, DANIEL	33-0134-02		WATER ACCT REFUND - 1101 SAN FER	
					70-2010	122.35
					Total :	122.35
101310	3/18/2013	891078 GARCIA, SAM	27960		REFUND - SR TRIP TO MT RUSHMORE	
					04-2384	150.00
					Total :	150.00
101311	3/18/2013	891079 ORTIZ, RAYMOND D.	192844		REFUND - SR TRIP TO HAWAII CANCEL	
					04-2383	100.00
					Total :	100.00
101312	3/18/2013	891080 LOPEZ, PATTY	022613		COMMISSIONER'S REIMBURSEMENT	
					01-105-0000-4111	50.00
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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
101312	3/18/2013	891080 891080 LOPEZ, PATTY	(Continued)			Total : 50.00
101313	3/18/2013	891081 INTERSTATE ALL BATTERY CENTER	021126		BATTERIES 01-320-0301-4300	34.96 Total : 34.96
101314	3/18/2013	891082 ATKINSON-BAKER INC	A60B036AA		LEGAL SERVICES 01-110-3375-4270	1,184.35 Total : 1,184.35
101315	3/18/2013	891083 KARYN ABBOTT & ASSOCIATES	34084		LEGAL SERVICES 01-110-3375-4270	404.50 Total : 404.50
101316	3/18/2013	891084 PEREZ, WENDY	60-0916-02		WATER ACCT REFUND - 709 FOURTH 70-2010	4,711.92 Total : 4,711.92
101317	3/18/2013	891085 VALENCIA, MARIA	52-0780-10		WATER ACCT REFUND - 2012 KNOX 70-2010	17.28 Total : 17.28
142 Vouchers for bank code : bank						Bank total : 835,759.63
142 Vouchers in this report						Total vouchers : 835,759.63

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKS

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100646	1/31/2013	103648 CITY OF SAN FERNANDO	PR 2-01-13		REIMBURSEMENT FOR PAYROLL W/E	
					01-1003	350,167.81
					02-1003	4,086.64
					07-1003	592.53
					08-1003	9,373.23
					10-1003	19,808.60
					11-1003	5,661.31
					17-1003	1,437.75
					27-1003	4,502.21
					29-1003	4,118.11
					70-1003	43,894.39
					72-1003	20,131.64
					73-1003	169.46
					Total :	463,943.68
100765	2/6/2013	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-FEBRI	
					01-1160	188,369.95
					Total :	188,369.95
100819	2/8/2013	101879 LEAGUE OF CALIFORNIA CITIES	2046		FY12/13 MEMBERSHIP DUES	
					01-190-0000-4380	1,081.50
					Total :	1,081.50
100820	2/12/2013	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS-FEBR	
					01-1160	2,154.11
					Total :	2,154.11
100821	2/12/2013	100940 DELTA CARE USA	DEMAND		DENTAL INSURANCE BENEFITS-FEBRI	
					01-1160	440.55
					Total :	440.55
100822	2/12/2013	100943 DELTA INDEMNITY	DEMAND		DENTAL INSURANCE BENEFITS-FEBRI	
					01-1160	11,475.86
					Total :	11,475.86
100823	2/12/2013	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS-FEBRUAR	

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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
100823	2/12/2013	887627 STANDARD INSURANCE	(Continued)		01-1160	3,167.62
					Total :	3,167.62
100824	2/14/2013	103648 CITY OF SAN FERNANDO	PR 2-15-13		REIMB FOR P/R AND SP P/R W/E 2-8-1	
					27-1003	4,728.95
					01-1003	371,265.22
					02-1003	4,939.69
					07-1003	484.11
					08-1003	10,062.52
					10-1003	19,617.18
					11-1003	5,952.98
					17-1003	1,450.84
					29-1003	4,103.45
					70-1003	45,119.44
					72-1003	20,037.67
					73-1003	169.42
					Total :	487,931.47
8 Vouchers for bank code : bank						Bank total : 1,158,564.74
8 Vouchers in this report						Total vouchers : 1,158,564.74

Voucher Registers are not final until approved by Council.

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Bank code :	bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
100973	3/1/2013	889348 WORKMAN MOLINA	022613		RETAINER FEE		
					01-110-3375-4270		1,000.00
						Total :	1,000.00
100974	3/1/2013	889379 DUNN PSYCHOLOGICAL CORP	022613		RETAINER FEE		
					01-110-3375-4270		2,500.00
						Total :	2,500.00
100975	3/1/2013	890916 MENDOZA, JIM	JAN 2013		SPIN CLASS INSTRUCTOR		
					17-420-1337-4260		135.00
						Total :	135.00
100976	3/1/2013	103648 CITY OF SAN FERNANDO	PR 3-1-13		REIMBURSEMENT FOR PAYROLL W/E		
					01-1003		356,307.64
					02-1003		3,694.93
					07-1003		719.33
					08-1003		10,186.99
					10-1003		17,506.21
					11-1003		5,953.11
					17-1003		1,430.76
					27-1003		4,728.95
					29-1003		4,132.93
					70-1003		45,602.85
					72-1003		20,093.71
					73-1003		169.45
						Total :	470,526.86
100977	3/1/2013	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFIT - MARC		
					01-1160		179,360.06
						Total :	179,360.06
5 Vouchers for bank code :		bank				Bank total :	653,521.92
5 Vouchers in this report						Total vouchers :	653,521.92

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03/01/2013	1:23:11PM	CITY OF SAN FERNANDO					
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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

Voucher Registers are not final until approved by Council.

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101152	3/1/2013	891031 891031 ORTEGA, JIMMIE	(Continued)			Total : 218.22
101153	3/1/2013	891032 OTREMBA, EUGENE	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	89.38 Total : 89.38
101154	3/1/2013	891034 RAMSEY, JAMES	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	1,274.42 Total : 1,274.42
101155	3/1/2013	891035 SHERWOOD, NINA	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	44.69 Total : 44.69
101156	3/1/2013	891036 WATT, DAVID	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	218.22 Total : 218.22
101157	3/1/2013	891037 WEBB, NANCY	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	637.21 Total : 637.21
101158	3/1/2013	891038 WAITE, CURTIS	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	952.74 Total : 952.74
101159	3/1/2013	891039 AGUILAR, JESUS	MARCH 2013		CALPERS HLTH INS. REIMB RETIREE 18-190-0000-4127	54.10 Total : 54.10
101160	3/1/2013	891040 FISHKIN, RIVIAN	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	54.10 Total : 54.10
101161	3/1/2013	891041 GARCIA, CONNIE	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	27.05 Total : 27.05
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vchlist 03/01/2013 12:58:34PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101162	3/1/2013	891042 KNIGHT, PAUL	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	92.30 Total : 92.30
101163	3/1/2013	891043 LIEBERMAN, LEONARD	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	27.05 Total : 27.05
101164	3/1/2013	891044 RUSSUM, LINDA	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	54.10 Total : 54.10
101165	3/1/2013	891045 TIGHE, HAROLD	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	268.13 Total : 268.13
101166	3/1/2013	891046 VANAALST, LEONILDA	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	27.05 Total : 27.05
101167	3/1/2013	891047 WATTS, HERBERT	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	27.05 Total : 27.05
101168	3/1/2013	891067 GARCIA, NICOLAS	MARCH 2013		CALPERS HLTH INS REIMB RETIREE 18-190-0000-4127	214.03 Total : 214.03
54 Vouchers for bank code : bank					Bank total :	14,982.69
54 Vouchers in this report					Total vouchers :	14,982.69

Voucher Registers are not final until approved by Council.

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Council members

FROM: Don Penman, Interim City Administrator
By: Rafaela T. King, Interim Finance Director

DATE: March 18, 2013

SUBJECT: Receive and File Single Audit of Federally Assisted Grant Programs Report

RECOMMENDATION:

It is recommended that the City Council receive and file the Single Audit of Federally Assisted Grant Programs report for the Fiscal Year (FY) 2011-2012 (Attachment "A").

BACKGROUND:

1. The Single Audit, also known as the OMB A-133 audit, is a rigorous, organization-wide audit or examination of an entity that expends \$500,000 or more of Federal assistance (commonly known as Federal funds, Federal grants, or Federal awards) received for its operations. Usually performed annually, the Single Audit's objective is to provide assurance to the US federal government as to the management and use of such funds.
2. The City had two major programs for the year ended June 30, 2012, consisting of the U.S. Department of Housing and Urban Development Community Development Block Grant and the U.S. Department of Justice Public Safety Partnership Policing Grants which had total disbursements of \$789,317. This amount calculates to 66% of the total disbursements from federal awards.
3. The audit was performed by Teaman, Ramirez and Smith, Inc., an independent certified public accountant firm and encompasses both financial and compliance components. The Single Audits must be submitted to the Federal Audit Clearinghouse along with a data collection form, Form SF-SAC.
4. The Single Audit was completed on January 24, 2013. On February 28, 2013, the report was filed and submitted to the Federal Audit Clearinghouse along with the data collection form, Form SF-SAC.

Receive and File Single Audit of Federally Assisted Grant Programs Report

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ANALYSIS:

The City received unqualified opinions in both the Financial Statements and for the Compliance for Major Programs and no identification of material weaknesses over internal control over Financial Reporting and Major Program.

However, on pages 8 through 12 the report discusses Findings for the current audit period as well as prior audits. The most significant finding or significant deficiency relates to the City's ongoing deficit fund balances, which are currently being addressed by the City.

BUDGET IMPACT:

None

ATTACHMENT:

A. Single Audit of Federally Assisted Grant Programs Report

ATTACHMENT "A"

**CITY OF SAN FERNANDO
San Fernando, California**

**SINGLE AUDIT REPORT ON
FEDERAL AWARD PROGRAMS**

Year Ended June 30, 2012

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CITY OF SAN FERNANDO
SINGLE AUDIT REPORT ON FEDERAL AWARD PROGRAMS
Year Ended June 30, 2012

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City Council
City of San Fernando
San Fernando, California

**Report on Internal Control Over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of San Fernando, California (the "City") as of and for the year ended June 30, 2012, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 24, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the City is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs (Finding 2012-01) that we consider to be significant deficiencies in internal control over financial reporting. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the City's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the City Council, management, others within the entity, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Teaman Ramirez & Smith, Inc.

January 24, 2013



City Council
City of San Fernando
San Fernando, California

Independent Auditor's Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major Program, Internal Control Over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133

Compliance

We have audited the City of San Fernando's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of San Fernando's major federal programs for the year ended June 30, 2012. The City of San Fernando's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the City of San Fernando's management. Our responsibility is to express an opinion on the City of San Fernando's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of San Fernando's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City of San Fernando's compliance with those requirements.

In our opinion, the City of San Fernando complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

Management of the City of San Fernando is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the City of San Fernando's internal control over compliance with requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the

purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of San Fernando's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of San Fernando as of and for the year ended June 30, 2012, and have issued our report thereon dated January 24, 2013. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements taken as a whole.

This report is intended solely for the information and use of the City Council, management, others within the entity, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Jeannan Ramirez & Smith, LLC

January 24, 2013

CITY OF SAN FERNANDO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2012

Federal Grantor/ Pass-through Grantor/Program Title	Federal Domestic Assistance Number	Program Identification Number	Program Expenditures
<u>U.S. Department of Housing and Urban Development</u>			
Passed through the County of Los Angeles Community Development Commission:			
Community Development Block Grant:			
Section 108 Repayment - Admin Fee	14.218	600674-04	\$ 8,190
Section 108 Repayment - Interest	14.218	600674-04	71,692
Section 108 Repayment - Principal	14.218	600674-04	<u>252,000</u>
Total			<u>331,882</u> *
<u>U.S. Department of Justice</u>			
Direct Assistance:			
ARRA - Public Safety Partnership and Community Policing Grant	16.710	2009RKWX0121	252,236
Public Safety Partnership and Community Policing Grant	16.710	2009CKWX0461	57,188
Public Safety Partnership and Community Policing Grant	16.710	2010CKWX0433	<u>148,011</u>
Total			<u>457,435</u> *
Bulletproof Vest Partnership Program	16.607		<u>9,152</u>
Passed through the City of Los Angeles Treasury Department			
Edward Byrne Memorial JAG	16.738	092545	13,331
ARRA - Edward Byrne Memorial JAG	16.803	2009-SB-B9-2024	<u>19,233</u>
Total			<u>32,564</u>
<u>U.S. Department of Transportation</u>			
Passed through the City of Glendora:			
State and Community Highway Safety	20.600	AL0984	<u>3,719</u>
Passed through the California Office of Traffic Safety:			
State and Community Highway Safety	20.600	20423	<u>76,183</u>
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	AL1135	<u>58,879</u>
<u>U.S. Department of Energy</u>			
Passed through the California Energy Commission:			
ARRA - Energy Efficiency and Conservation Block Grant	81.128	CBG-09-139	<u>106,464</u>

CITY OF SAN FERNANDO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - Continued
Year Ended June 30, 2012

Federal Grantor/ Pass-through Grantor/Program Title	Federal Domestic Assistance Number	Program Identification Number	Program Expenditures
<u>U.S. Department of Health and Human Services</u>			
Passed through the Community and Senior Services of Los Angeles County Area Agency on Aging (AAA) Programs:			
Telephone Reassurance Program for the Elderly - Title III B	93.044	AAA-ENP2-0809-022	\$ 131
Congregate Meals Program for the Elderly - Title III C-1	93.045	AAA-ENP2-0809-022	46,803
Home-Delivered Meals Program for the Elderly - Title III C-2	93.045	AAA-ENP2-0809-022	<u>33,733</u>
Total			<u>80,667</u>
Nutrition Services Incentive Program - Title III C-1	93.053	AAA-ENP2-0809-022	5,838
Nutrition Services Incentive Program - Title III C-2	93.053	AAA-ENP2-0809-022	<u>3,790</u>
Total			<u>9,628</u>
<u>National Endowment for the Arts</u>			
Direct Assistance:			
Promotion of the Arts Grant to Organizations and Individuals	45.024	10-5100-8091	911
Promotion of the Arts Grant to Organizations and Individuals	45.024	11-5100-8067	<u>25,415</u>
Total			<u>26,326</u>
Total Federal Financial Assistance			<u>\$ 1,192,899</u>

*Major Program

CITY OF SAN FERNANDO
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2012

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF FEDERAL AWARDS

a) Scope of Presentation

The accompanying schedule presents only the expenditures incurred (and related awards received) by the City of San Fernando that are reimbursable under programs of federal agencies providing financial assistance. For the purpose of this schedule, financial assistance includes both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City of San Fernando from a non-federal agency or other organization. Only the portion of program expenditures reimbursable with such federal funds are reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

b) Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are incurred when the City of San Fernando becomes obligated for payment as a result of the receipt of the related goods and services. Expenditures reported include any property or equipment acquisitions incurred under the federal program.

c) Major Programs

The City had two major programs for the year ended June 30, 2012, consisting of the U.S. Department of Housing and Urban Development Community Development Block Grant and the U.S. Department of Justice Public Safety Partnership Policing Grants which had total disbursements of \$789,317. This amount calculates to 66% of the total disbursements from federal awards.

CITY OF SAN FERNANDO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2012

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of Auditors' Report Issued:	Unqualified
Internal Control Over Financial Reporting:	
Material Weakness(es) Identified?	No
Significant Deficiencies Identified not Considered to be Material Weaknesses?	Yes
Noncompliance Material to Financial Statements Noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material Weakness(es) Identified?	No
Significant Deficiencies Identified not Considered to be Material Weaknesses?	No
Type of Auditors' Report Issued on Compliance for Major Programs:	Unqualified
Any Audit Findings Disclosed that are Required to be Reported in Accordance With OMB Circular A-133, Section .510(a)?	No

Identification of Major Programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
	<u>U.S. Department of Housing and Urban Development</u>
<u>14.218</u>	<u>Community Development Block Grant</u>
	<u>U.S. Department of Justice</u>
<u>16.710</u>	<u>Public Safety Partnership Policing Grants</u>

Dollar Threshold used to Distinguish Between Type A And Type B Programs :	<u>\$ 300,000</u>
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Auditee Qualified as Low-Risk Auditee?	No
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CITY OF SAN FERNANDO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2012

SECTION II - FINANCIAL STATEMENT FINDINGS

Finding No. 2012-01 - Deficit Fund Balances

The City's General Fund and Grants Special Revenue Fund have total deficit fund balances of \$3,244,580 as of June 30, 2012. The General Fund experienced a \$617,465 decrease in fund balance during the 2011-12 fiscal year, even after reporting \$3,010,099 transfers in from other funds (to reimburse various costs). In addition, because of these deficits, both funds have had to borrow cash from other funds. As of June 30, 2012, these funds are reporting total amounts due to other funds of \$2,871,646. However, it should be noted the total amount these funds owed to other funds as of June 30, 2011 amounted to \$3,132,572. Although the actual total expenditures in the General Fund did not exceed budgeted amounts, the General Fund still experienced a decrease in fund balance for the 2011-12 fiscal year.

It is essential that governments, including the City, maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures). Fund balance levels are a crucial consideration in long-term financial planning.

The Government Finance Officers Association (GFOA) has developed a "Best Practice" in this area. They recommend that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund. As described by GFOA, "the adequacy of unrestricted fund balance in the general fund should be assessed based upon a government's own specific circumstances. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures. The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances."

Although the City has taken certain steps to address these issues, we recommend the City continue in its efforts to establish a long-term plan to eliminate fund deficits and interfund borrowings, and create an appropriate level of General Fund reserves for the future. The City should consider referring to GFOA's Best Practice in developing a long-term plan.

Management's Response:

The City efforts to eliminate the deficits will be as follows:

The General Fund deficit will be eliminated by continuing to freeze as many staff positions as possible as they become vacant. During the period of January 1, 2012 and December 31, 2012 there have been twelve (12) full-time positions that were vacated due to retirement, three (3) layoffs, four (4) voluntary resignations, and one (1) termination. These reductions in staff size are in addition to the four (4) positions that were vacated in the prior fiscal year. It is anticipated that a majority of these positions will not be filled. However, the City will be recruiting in early 2013 to fill four full-time management positions (e.g., directors, senior accountant and management analyst) that had previously become vacant and that have direct responsibility for maintaining the financial oversight of the City's General Fund. In 2012, the Police Officer's Association agreed to contribute 50% of their employee portion

CITY OF SAN FERNANDO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2012

SECTION II - FINANCIAL STATEMENT FINDINGS - Continued

consistent with AB 340 (the Public Employees' Pension Reform Act); resulting in long term savings to the City's General Fund as it relates to future retiree benefits.

In light of the ongoing structural deficit issues impacting the General Fund and the ongoing uncertainty with Federal and State budgets, as well as the associated budget impacts attributed to the dissolution of the former Redevelopment Agency, the City Council and Management will be seeking to reopen negotiations with the various City union groups to look at additional cost savings including, but not limited to, unpaid furloughs and staff reductions to address the General Fund's structural deficit. Management in conjunction with City Council members are looking into areas to generate new revenue for the City. In addition, Management is currently reviewing all City contracts and agreements with consultants and vendors to determine possible options for renegotiation and cost savings. Included as part of this process is the current negotiation with the City of Los Angeles to establish a new annual fee for contracted fire and ambulance services with the Los Angeles Fire Department. The purpose of this contract renegotiation is to obtain additional savings for public services in the General Fund expenditures.

The Grant Special Fund deficit will be eliminated by continuing to make annual payments from the General Fund to the Grant Special Fund. Management is proposing to the City Council to adopt a payment schedule that ensures full payment of the outstanding deficit over the next 20 years. The schedule will seek to account for current financial constraints with payments increasing over time, which are intended to reflect long term build up in reserves through the implementation of Citywide cost saving measures.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no auditors' findings to be reported in accordance with paragraph .510(a) of OMB Circular A-133.

CITY OF SAN FERNANDO
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2012

I. FINANCIAL STATEMENT FINDINGS

2011-01 and 2011-02: Negative fund balances and due to/due from

Current Status

See current year finding No. 2012-01.

2011-03: Year-end Closing Process

Current Status

Management has taken the necessary steps to address this issue for the 2011-12 fiscal year.

2011-04: Segregation of Duties

Current Status

Management has taken the necessary steps to properly segregate duties, and has established procedures for supervisors to review dismissed or voided citations in the Police department.

2011-05: Purchasing Policy and 2011-06 :Interfund Transfers

Current Status

Management implemented the recommendation from the prior year.

2011-07 through 2011-09: RDA Findings

Current Status

These findings are no longer applicable due to dissolution of redevelopment agencies in the State of California.

2011-10: Street Gas Tax Improvement Fund

Current Status

Management implemented the recommendation and opened a separate bank account to account for gas tax and traffic congestion relief funds.

CITY OF SAN FERNANDO
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2012

II. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

2011-11: U.S. Department of Justice - Public Safety Partnership and Community Policing Grants

Current Status

Management refunded the excess funds and prepared all subsequent requests based on actual expenditures.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: March 18, 2013

SUBJECT: Fiscal Year (FY) 2013-2014 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Report

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7523 (Attachment "A") initiating the proceedings for the FY 2013-2014 Levy of Annual Assessments for the Landscaping and Lighting Assessment District (LLAD) and ordering the preparation of the Engineer's Report.

BACKGROUND:

1. Beginning in FY 1981-1982, the City Council authorized levying a street lighting assessment to cover street lighting costs. The assessment has been levied each year since that time.
2. On April 17, 1995, the City Council accepted staff's recommendations, based on a series of study sessions and hearings, to continue using the current assessment methodology with the exception of those assessments for single family corner lots, which would be based on front footage only (side yards not included). The assessment methodology is the manner in which costs are distributed. The change in assessing corner lots began in FY 1995-1996 and has continued through the present year.
3. In September 2001, the City Council authorized proceeding with the voting process necessary to obtain property owner approval of an assessment increase. The increase was not approved.
4. On July 8, 2003, the City Council authorized proceeding with the voting process once again, and the property owners approved an assessment increase. The new assessment rates have been incorporated into the assessments for the last seven fiscal years.

Fiscal Year (FY) 2013-2014 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Rep

Page 2

ANALYSIS:

State Proposition 218, effective FY 1997-1998, requires that affected property owners approve new or increased assessments. The purpose of the LLAD is to equitably assess properties in accordance with special benefits received from the improvements and to cover the cost of maintenance and operation of the lighting system within the City's streets. The City Council has previously approved the methodology for assessments which excluded costs for City parking lot lighting, and staff will continue with the same methodology this year.

Staff recommends that the City continue using Willdan Financial Services Inc. to prepare the LLAD Engineer's Report for FY 2013-2014. The work schedule is shown in Attachment "B", and the proposed scope of services by Willdan is identical to last year's LLAD proceedings. The proceedings will be conducted in accordance with the State of California Landscaping and Lighting Act of 1972.

CONCLUSION:

Staff recommends that the City Council direct staff to proceed with the FY 2013-2014 LLAD by adopting the Resolution to initiate procedures and ordering the Engineer's Report.

BUDGET IMPACT:

In the previous fiscal year, the LLAD Engineer's Report determined that approximately \$330,832.56 would be received to cover street lighting energy and maintenance costs. The costs outlined in the Engineer's Report for FY 2013-2014 will be included in the proposed City's Budget and will be assessed in FY 2013-2014. Staff recommends using the same analysis used for last year assessments, and also recommends passing on any cost savings to the community. The exact amounts and the assessment rate comparison will be shown in the Engineer's Report.

ATTACHMENTS:

- A. Resolution No. 7523
- B. Work Schedule

ATTACHMENT "A"**RESOLUTION NO. 7523**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2013-2014 LEVY OF ANNUAL ASSESSMENTS FOR THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF DIVISIONS 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

WHEREAS, the City Council of the City of San Fernando proposes to levy the annual assessment for the Landscaping and Lighting Assessment District (hereinafter referred to as the "District") pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972"; and

WHEREAS, the City Council of the City of San Fernando proposes that the net annual cost for improvement, maintenance and/or service of certain public facilities shall be fairly distributed among all assessable lots and parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements within the District; and

WHEREAS, the provisions of said Division 15, Part 2, require a written Engineer's Report in accordance with Chapter 3 (commencing with Section 22620).

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

1. The above recitals are all true and correct.
2. WILLDAN, is hereby ordered to prepare and file with the City Council a "Engineer's Report" relating to the 2013-2014 levy of annual assessment for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.
3. Upon completion, said "Engineer's Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Street and Highways Code.

PASSED, APPROVED, AND ADOPTED this 18th day of March, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of March, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**Fiscal Year (FY) 2013-2014 Landscaping and Lighting Assessment District**

All dates are in calendar year 2013.

March 18	City Council adopts a Resolution initiating proceeding and ordering the preparation of an Engineer's Report.
March 20	City Engineer authorizes Willdan to begin work using same methodology (as used in FY 2012-2013) for the Engineer's Report.
March 21–April 20	Prepare cost estimate and include/reference in the FY 2013-2014 street lighting budget, considering the FY 2013-2014 expenditures.
March 21-April 20	Compile parcel and zone changes for FY 2013-2014.
April 22	Willdan submits the Engineer's Report to the City.
May 20	Resolution approving the Engineer's Report, declaring the intention to order the annual lighting assessment and setting a date for the Public Hearing (July 1, 2013).
May 21	Send notice of Public Hearing with a copy of the Resolution for June 6, 2013 publication (10+ days prior to Hearing).
July 1	Public Hearing - Resolution declaring the continued maintenance of City street lights and confirming the annual assessment; Resolution is authorizing the addition of special assessment to the tax bill.
July	Submission of direct assessment via magnetic tape to Los Angeles County Auditor-Controller; City of San Fernando FY 2013-2014 Landscaping and Lighting District Account No. 240.52 (signed by the City Administrator).
August 1	Submit parcel exception checklist to Los Angeles County Assessor's Office by City and Willdan.

Note: Street lighting assessment proceedings are performed in advance so that assessments may appear in the Los Angeles County Tax Rolls the same year lighting costs are incurred, FY 2013-2014.

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COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Antonio G. Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Fred Ramirez, City Planner

DATE: March 18, 2013

SUBJECT: Adoption of Ordinance No. 1625 Amending Chapter 106 and Implementing Housing Element Program No. 11

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Ordinance No. 1625, titled “An Ordinance of the City of San Fernando Amending Article 1 of Chapter 106 to define Single Room Occupancy Unit, Community Care Facilities, Emergency Homeless Shelters, Manufactured Housing, Transitional Housing and Supportive Housing and Amending Article III of Chapter 106 to Provide that Emergency Shelters are Permitted Uses in the M-2 Light Industrial Zone with Applicable Development Standards, Single Room Occupancy as Conditionally Permitted Uses in the C-1 and C-2 Commercial Zones, Community Care Facilities of Seven or More Persons as Conditionally Permitted Uses in all Residential Zones, and that Manufactured Housing, Transitional and Supportive Housing are and shall be treated as Residential Uses” (Attachment “A”).

BACKGROUND:

1. On February 19, 2013, the City Council approved the Initial Study and Negative Declaration of environmental impact as well as a first reading, and waived further reading of the proposed Ordinance (Attachment “A”) Amending Chapter 106 and Implementing Housing Element Program No. 11. The Ordinance was subsequently scheduled for a public hearing at the March 18, 2013 City Council meeting. The notice of public hearing was posted in the *San Fernando Sun Newspaper* on March 7, 2013.

Adoption of Ordinance No. 1625 Amending Chapter 106 and Implementing Housing Element Program No. 11
Page 2

ANALYSIS:

Ordinance Overview:

The City of San Fernando is considering adoption of comprehensive ordinance that provides zone text amendments that are necessary for the City to facilitate the provision of a variety of housing types to meet the housing needs of all economic segments of the community. These zoning revisions include:

- Identification of manufactured housing as a permitted use in the city's residential zones;
- Identification of appropriate residential zones for community care facilities with seven or more occupants, subject to a conditional use permit;
- Identification of SROs as a conditionally permitted use in the C-1 (Limited Commercial) and C-2 (Commercial) zones subject to new development standards;
- Addition of transitional and supportive housing to the definitions section and listing them as permitted uses within the city's residential zones; and,
- Identification of emergency homeless shelters as permitted uses in the M-2 (Light Industrial) zone. (2008-2014 Housing Element Objective; 2008-2014 Housing Element, V-15 (Housing Plan)).

Adoption of the Ordinance will amend the city's zoning code and provide for manufactured housing, SROs, community care facilities serving seven or more occupants, emergency homeless shelters, and transitional and supportive housing as uses within the city's zoning code, subject to applicable zoning regulations. Furthermore, approval of the proposed zone text amendment will facilitate development of specific types of housing that serve special needs groups within the community. (See Attachment "B", February 19, 2013 City staff report to Council regarding the proposed Ordinance for further discussion and analysis.)

BUDGET IMPACT:

The budget impact associated with the adoption of the proposed Ordinance amending Chapter 106 and implementing Housing Element Program No. 11 (Re: Zone Text Amendment 2012-01) has already been accounted for as part of the Fiscal Year 2012-2013 General Fund Budget.

ATTACHMENTS:

- A. Ordinance No. 1625
- B. February 19, 2013 Staff Report to the City Council

ATTACHMENT "A"**ORDINANCE NO. 1625**

AN ORDINANCE OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING ARTICLE I OF CHAPTER 106 TO DEFINE SINGLE ROOM OCCUPANCY UNIT, COMMUNITY CARE FACILITIES, EMERGENCY HOMELESS SHELTERS, MANUFACTURED HOUSING, TRANSITIONAL HOUSING AND SUPPORTIVE HOUSING AND AMENDING ARTICLE III OF CHAPTER 106 TO PROVIDE THAT EMERGENCY SHELTERS ARE PERMITTED USES IN THE M-2 LIGHT INDUSTRIAL ZONE WITH APPLICABLE DEVELOPMENT STANDARDS, SINGLE ROOM OCCUPANCY AS CONDITIONALLY PERMITTED USES IN THE C-1 AND C-2 COMMERCIAL ZONES, COMMUNITY CARE FACILITIES OF SEVEN OR PERSONS AS CONDITIONALLY PERMITTED USES IN ALL RESIDENTIAL ZONES, AND THAT MANUFACTURED HOUSING, TRANSITIONAL AND SUPPORTIVE HOUSING ARE AND SHALL BE TREATED AS RESIDENTIAL USES, SUBJECT ONLY TO THOSE RESTRICTIONS ON RESIDENTIAL USES APPLICABLE TO THE TYPE OF RESIDENTIAL STRUCTURE OR USE INVOLVED

WHEREAS, in 2007 the State legislature enacted SB 2, which requires local jurisdictions to incorporate policies into their General Plan Housing Elements to allow establishment of: Single Room Occupancy unit ("SRO"), Community Care Facilities, Emergency Homeless Shelters, and Transitional and Supporting Housing as permitted uses in specified zoning districts and to amend local ordinances to implement such policies; and

WHEREAS, the City Council adopted the General Plan Housing Element in April 2009, which includes Housing Program No. 11 (Zoning Ordinance Revisions) that would provide the appropriate definitions and regulations that would allow establishment of: SRO as a conditionally permitted use in the C-1 (Limited Commercial) and C-2 (Commercial) zones; Community Care Facilities with seven or more persons as a conditionally permitted use in all residential zones; Emergency Homeless Shelters as a permitted use in the M-2 (Light Industrial) zone, Manufactured Housing and Transitional Housing and Supportive Housing as permitted uses in all residential districts only subject to those development standards that apply to other residential uses of the same type in the same residential district; and

WHEREAS, on January 8, 2013, the Planning and Preservation Commission held a properly noticed public hearing at which it received a report from City staff as well as oral and written testimony from the public, and deliberated on the item. At that meeting, the Planning Commission recommended the City Council adopt the proposed zone text amendments in this Ordinance; and

WHEREAS, the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. The City Council hereby finds as follows:

- a) **The proposed zone text amendment is consistent with the objectives, policies, general land uses and programs of the City's General Plan.**

The proposed text amendment to the San Fernando Municipal Code, which provides definitions and regulations for SROs in the C-1 (Limited Commercial) and C-2 (Commercial) zones, community care facilities with seven or more occupants in the City's residential zones, factory built or manufactured housing as a permitted use in all residential zones, and transitional housing and supportive housing within the City's residential zones is consistent with the objectives, policies, general land uses and programs of the City of San Fernando General Plan Housing Element. Per Housing Element Goal 2.0 and Policy 2.1, the proposed zone text amendment is intended to provide adequate housing sites to facilitate the development of a range of residential development types in the city that fulfill regional needs. In addition, the proposed zone text amendment ensures the city attains its 2008-2014 Housing Element Objective to amend the zoning ordinance to make explicit provisions for manufactured housing, community care facilities, SROs, transitional and supportive housing, and emergency shelters while also developing objective standards for the regulation of emergency homeless shelters as provided for under SB2. Furthermore, providing the required definitions for SROs, community care facilities, emergency homeless shelters, transitional housing and supportive housing as well as establishing the applicable regulations for each proposed use within each specified zoning districts will allow a range of housing types within the City that meets the housing needs of all economic segments of the community while preserving the character of the existing residential neighborhoods and the affected commercial and industrial zoned districts.

- b) **The adoption of the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.**

The proposed revisions to the city zoning ordinance would allow for the introduction of SROs, community care facilities for seven or more persons, factory built or manufactured housing, and transitional and supportive housing units in a manner consistent with the requirements of adopted State legislation while providing specific development standards that assure these new housing units are built in compliance with the City's zoning and building codes. Therefore, the proposed addition of definitions and associated regulations for SROs, community care facilities for seven or more occupants, factory built or manufactured housing, and transitional housing and supportive housing in the specified commercial, industrial or residential zoned districts will ensure the availability of housing for special needs groups within the community in a manner that will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 3. Section 106-6, "Definitions," of the San Fernando City Code is hereby amended to revise the definition of "community care facility" providing definitions for "community care facility/large" and "community care facilities/small" and to add definitions for "child day care

facility”, “emergency homeless shelter,” “single room occupancy unit,” “supportive housing,” and “transitional housing,” as follows:

Community care facility/Large means any facility as defined in the Health and Safety Code Section 1502(a), which provides nonmedical care on a 24-hour a day basis to seven or more persons including, but not limited to persons with substance abuse illnesses, physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. Large community care facility shall be considered a conditionally permitted use within all residential zoned districts.

Community care facility/Small means any facility as defined in the Health and Safety Code Section 1502(a), which provides nonmedical care on a 24-hour a day basis to six or less persons including, but not limited to persons with substance abuse illnesses, physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. Small community care facility shall be considered a permitted use within all residential zoned districts.

Child day care facility means a facility that provides nonmedical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of individuals on a less than a 24-hour basis. Child day care facility includes day care centers, employer-sponsored child day centers, and family day care centers.

Emergency homeless shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months per calendar year or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. (Health and Safety Code Section 50801(e)). Supportive services may include, but are not limited to, meal preparation, an activities center, day care for homeless person’s children, vocational rehabilitation and other similar activities.

Single room occupancy unit (SRO) means any building containing five or more guestrooms or units intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by residents, which is also the primary residence of those residents. The individual units shall lack either cooking facilities or individual sanitary facilities, or both. However, for purposes of this definition, an SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

Supportive housing means housing with no limit on the length of stay and that is occupied by a target population as defined by Health and Safety Code Section 53260(d), as the same may be amended from time to time, and that provides a significant level of onsite and offsite services that assist the supportive housing residents in retaining the housing, improving their health status, maximizing their ability to live, and when possible, work in the community. Supportive housing shall be treated under this chapter as a residential use and shall be allowed as a permitted use in all residential zoning districts.

Transitional housing means housing operated under program requirements that call for 1) the termination of any assistance to an existing program recipient and 2) the subsequent recirculation of the assisted residential unit to another eligible program recipient at some predetermined future point in time, which point in time shall be no less than six months into the future (Health and Safety Code Section 50675.2(h)). Transitional housing may provide, but not be limited to, meals, counseling, and other services as well as common areas for residents. Transitional housing may be provided under all residential housing types. In all cases, Transitional housing shall be treated as a residential use under this chapter and shall be subject only to those restrictions that apply to other residential uses of the same residential housing type located in the same zoning district.”

SECTION 4. Section 106-311, “Purpose,” and Sections 106-312 through 106-325, “Reserved,” of the San Fernando City Code are hereby amended to read as follows:

“Secs. 106-311—106-325. Reserved.”

SECTION 5. Section 106-352, “Permitted Uses,” relating to permitted uses within the R-1 Single-Family Residential Zone, of the San Fernando City Code is hereby amended to read as follows:

“Sec. 106-352. Permitted uses.

In the R-1 single family residential zone, the following uses are permitted:

- (1) Accessory buildings and structures such as a garage, workroom, storage shed, recreation room or cabana located on the same lot as the principal residential use. No bathroom, kitchen plumbing or fixtures or cooking facilities shall be permitted in conjunction with accessory buildings. A garage, workroom, storage shed, and recreation room shall not be divided into smaller size rooms and shall be maintained as a single open building.
- (2) Community care facilities/small.
- (3) Home occupations in accordance with division 9 of article VI of this chapter.
- (4) Large family day care home in accordance with division 10 of article VI of this chapter.
- (5) Manufactured home as defined in Health and Safety Code Section 18007.
- (6) Parks and playgrounds or community centers owned and operated by a government agency, including business conducted within the facilities, subject to the approval of the director.
- (7) Private noncommercial greenhouses, horticulture collections, flower gardens, vegetable gardens and fruit trees.
- (8) Primary single-family dwelling units, one per lot, in a permanent location.
- (9) Second dwelling units (one per lot) in accordance with Section 106-358
- (10) Supportive housing.
- (11) Temporary tract sales offices, temporary contractors’ equipment offices and storage, subject to approval by the director for a period not to exceed one year with two one-year extensions available, if requested for good cause.
- (12) Transitional housing.”

SECTION 6. Section 106-353, “Uses permitted subject to a conditional use permit,” relating to conditionally permitted uses within the R-1 Single-Family Residential Zone, of the San Fernando City Code is hereby amended to read as follows:

“Sec. 106-353. Uses permitted subject to a conditional use permit.

In the R-1 single-family residential zone, uses permitted subject to a conditional use permit are as follows:

- (1) Churches, temples or other places of religious worship, with not temporary structures permitted.
- (2) One guesthouse with a minimum lot area of 8,000 square feet.
- (3) Schools.
- (4) Hospitals or sanitariums.
- (5) Community care facilities/large.”

SECTION 7. Section 106-488, “Uses permitted subject to a conditional use permit,” relating to conditionally permitted uses within the C-1 Limited Commercial Zone, of the San Fernando City Code is hereby amended to read as follows:

“Sec. 106-488. Uses Permitted subject to a conditional use permit.

In the C-1 limited commercial zone, the following uses are permitted subject to a conditional use permit:

- (1) Clubs, lodges and halls.
- (2) Commercial recreation.
- (3) Hotels and motels including Single Room Occupancy unit (SRO) subject to the development standards noted in Section 106-971 of this chapter.
- (4) New automobile sales and display and sales room or lot (used car sales only in conjunction with a new car agency).
- (5) Off-street parking lot.
- (6) On-site and off-site sale of alcoholic beverages.
- (7) Parking lot sales.
- (8) Schools.
- (9) Secondhand stores.
- (10) Museums, art galleries, botanical gardens.”

SECTION 8. Section 106-612, “Permitted Uses,” relating to permitted uses within the M-2 Light Industrial Zone, of the San Fernando City Code is hereby amended to read as follows:

“Sec. 106-612. Permitted uses.

In the M-2 light industrial zone, the following uses are permitted:

- (1) All uses permitted in the M-1 zone.
- (2) Emergency homeless shelters subject to the development standards noted in Section 106-972 of this chapter.
- (3) Manufacturing. Subject to the conditions of this zone, manufacturing, assembling, repairing, testing, processing, warehousing, wholesaling, research or treatment of products may be conducted (other than those which may be obnoxious or offensive because of emission of odor, dust, smoke, gas, noise, vibration or other similar causes detrimental to the public health, safety or general welfare) including but not limited to the following:
 - a. Animal shelter.
 - b. Assaying.
 - c. Automobiles, trailers, boats, recreational vehicles.
 - d. Ceramics, pottery, statuary.
 - e. Heavy equipment sales and rental.
 - f. Ink, polish, enamel.
 - g. Pest control contractors.
 - h. Public service facilities.
 - i. Sandblasting.
 - j. Tile (indoor kiln).
 - k. Wallboard, glass (no blast furnace).
 - l. Blast furnaces as an accessory use and not needing EPA or AQMD approvals.”

SECTION 9. Section 106-971 of the San Fernando City Code, previously reserved, is hereby amended to read as follows:

In the city’s C-1 (Limited Commercial) and C-2 (Commercial) zones, a Single Room Occupancy unit (SRO) shall be subject to the applicable regulations of this division, including the following standards:

- (1) Unit Size. The minimum size of a unit shall be one hundred fifty (150) square feet and the maximum size shall be four hundred (400) square feet. A single room occupancy facility is not required to meet density standards of the general plan.
- (2) Bathroom Facilities. An SRO unit is not required to but may contain partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink, and bathtub, shower, or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with California Building Code for congregate residences with at least one full bathroom per every three units on a floor. The shared shower or bathtub facility shall be accessible from a common area or hallway. Each shared shower or bathtub facility shall be provided with an interior lockable door.

- (3) Kitchen. An SRO unit is not required to but may contain partial or full kitchen facilities. A full kitchen includes a sink, a refrigerator, and a stove, range top, or oven. A partial kitchen is missing at least one of these appliances. If a full kitchen is not provided, common kitchen facilities shall be provided with at least one full kitchen per floor.
- (4) Closet. Each SRO shall have a separate closet.
- (5) Common Area. Four square feet of interior common space per unit shall be provided, with at least two hundred (200) square feet in area of interior common space, excluding janitorial storage, laundry facilities, and common hallways. All common areas shall comply with all applicable ADA accessibility and adaptability requirements.
- (6) Laundry Facilities. Laundry facilities shall be provided in a separate room at the ratio of one washer and dryer for every ten (10) units, with at least one washer and dryer per floor.
- (7) Cleaning Supply Room. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor of the SRO facility.
- (8) Management Plan. A management plan shall be submitted with the development application for an SRO facility and shall be approved by the chief planning official. The management plan must address management and operation of the facility, rental procedures, safety and security of the residents and building maintenance.
- (9) Facility Management. An SRO facility with ten (10) or more units shall have an on-site manager. An SRO facility with less than ten (10) units shall provide a management office on-site.
- (10) Parking. Parking shall be provided for an SRO facility at a rate of one standard-size parking space per unit as defined in Section 106-829(1) of this chapter, plus an additional standard-size parking space for the on-site manager.
- (11) Accessibility. All SRO facilities shall comply with all applicable ADA accessibility and adaptability requirements.
- (12) Existing Structures. An existing structure may be converted to an SRO facility, consistent with the provisions of this section.”

SECTION 10. Section 106-972 of the San Fernando City Code, previously reserved, is hereby amended to read as follows:

In the city’s M-2 (Light Industrial) zone, an Emergency Homeless Shelter shall be subject to the applicable regulations of this division, including the following standards:

- (1) Maximum Number of Persons/Beds. The shelter for the homeless shall contain a maximum of 30 beds and shall serve no more than 30 homeless persons.
- (2) Lighting. Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of an intensity compatible with the neighborhood.
- (3) Laundry Facilities. The development shall provide laundry facilities adequate for the number of residents.
- (4) Common Facilities. The development may provide supportive services for homeless residents, including but not limited to: central cooking and dining room(s), recreation room, counseling center, child care facilities, and other support services.
- (5) Security. Parking facilities shall be designed to provide security for residents, visitors, and employees.
- (6) Landscaping. On-site landscaping shall be installed and maintained pursuant to the standards outlined in Section 106-833.
- (7) On-Site Parking. On-site parking for homeless shelters shall be subject to requirements for similarly zoned industrial uses as set forth in Section 106-822(d)(1).
- (8) Outdoor Activity. For the purposes of noise abatement in surrounding residential zoning districts, outdoor activities may only be conducted between the hours of 8:00 a.m. to 10:00 p.m.
- (9) Concentration of Uses. No more than one shelter for the homeless shall be permitted within a radius of 300 feet from another such shelter.
- (10) Refuse. Homeless shelters shall provide a trash storage area as required pursuant to Section 106-897(1) through Section 106-897(3).
- (11) Health and Safety Standards. The shelter for the homeless must comply with all standards set forth in Title 25 of the California Administrative Code (Part 1, Chapter F, Subchapter 12, Section 7972).
- (12) Shelter Provider. The agency or organization operating the shelter shall comply with the following requirements:
 - a. Temporary shelter shall be available to residents for no more than six months if no alternative housing is available.
 - b. Staff and services shall be provided to assist residents to obtain permanent shelter and income. Such services shall be available at no cost to all residents of a provider's shelter or shelters.
 - c. The provider shall not discriminate in any services provided.
 - d. The provider shall not require participation by residents in any religious or philosophical ritual, service, meeting or rite as a condition of eligibility.
 - e. The provider shall have a written management plan including, as applicable, provisions for staff training, neighborhood outreach, security, screening of residents to insure compatibility with services provided at the facility, and for training, counseling, and treatment programs for residents."

SECTION 11. The City has evaluated any potential environmental impacts associated with the adoption of the proposed ordinance (the "Project") that provides the appropriate definitions and regulations that allows the establishment of Single Room Occupancy Residential Hotel (SRO) as a conditionally permitted use in the C-1 (Limited Commercial) and C-2 (Commercial) zones,

Community Care Facilities with seven or more persons as a conditionally permitted use in all residential zones, Emergency Homeless Shelters as a permitted use in the M-2 (Light Industrial) zone, Manufactured Housing and Transitional Housing and Supportive Housing as permitted uses in all residential districts only subject to those development standards that apply to other residential uses of the same type in the same residential district by the City of San Fernando in order to implement the provisions of Sections 65582, 65583, and 65589.5 of the California Government Code. An Initial Study and Negative Declaration of Environmental Impact have been prepared for the Project in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), the State CEQA Guidelines (14 Code of Regulations Section 15000, et seq.) and the City's CEQA procedures. Based upon the Initial Study, the proposed Negative Declaration and the comments thereon, the City Council finds that the Negative Declaration represents the independent judgment of the City and that there is no substantial evidence that the project may have a significant effect on the environment. The documents constituting the record on which this decision is based are on file in the City.

SECTION 12. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The San Fernando City Council hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 13. Pursuant to California Government Code Section 36937, this ordinance shall take effect and be in full force and effect thirty (30) days after its final approval by the San Fernando City Council.

SECTION 14. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

SECTION 15. That the Mayor shall sign and that the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 18th day of March, 2013.

PASSED, APPROVED AND ADOPTED upon second reading this 18th day of March, 2013.

Antonio G. Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted by the City Council at its meeting held on the 18th day of March, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**COMMUNITY DEVELOPMENT****MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Fred Ramirez, City Planner

DATE: February 19, 2013

SUBJECT: Adoption of an Ordinance Amending Chapter 106 and Implementing Housing Element Program No. 11

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt a Resolution (Attachment "A") approving the Initial Study and Negative Declaration for the proposed adoption of an Ordinance Amending Chapter 106 and implementing Housing Element Program No. 11;
- c. Introduce for first reading, in title only, and waive further reading of "An Ordinance of the City of San Fernando Amending Article 1 of Chapter 106 to define Single Room Occupancy Unit, Community Care Facilities, Emergency Homeless Shelters, Manufactured Housing, Transitional Housing and Supportive Housing and Amending Article III of Chapter 106 to Provide that Emergency Shelters are Permitted Uses in the M-2 Light Industrial Zone with Applicable Development Standards, Single Room Occupancy as Conditionally Permitted Uses in the C-1 and C-2 Commercial Zones, Community Care Facilities of Seven or More Persons as Conditionally Permitted Uses in all Residential Zones, and that Manufactured Housing, Transitional and Supportive Housing are and shall be treated as Residential Uses Applicable to the Type of Residential Structure or Use Involved" (Attachment "B"); and,
- d. Direct staff to provide for notice of a public hearing on the adoption of proposed Ordinance at the City Council's March 18, 2013 meeting.

BACKGROUND:

1. In 2007 the State legislature enacted SB 2 (Cedillo), which requires local jurisdictions to incorporate policies into their general plan housing elements to permit the establishment of: Single Room Occupancy residential units ("SRO"), allow manufactured housing, community

Adoption of an Ordinance Amending Chapter 106 and implementing Housing Element Program No. 11
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care facilities, emergency homeless shelters, transitional and supportive housing as permitted or conditionally permitted uses in specified zoning districts and to amend local ordinances to implement such policies.

2. In April 2009, the City Council adopted the 2008-2014 General Plan Housing Element that includes Housing Implementing Program No. 11 (Zoning Ordinance Revisions). The noted housing program provided for the amendment of “the [city’s] zoning ordinance by December 2009 to make explicit provisions for manufactured housing, community care facilities, SROs, transitional and supportive housing, and emergency shelters. Develop objective standards to regulate emergency shelters as provided under SB 2.” (2008-2014 Housing Element Objective; 2008-2014 Housing Element, V-16 (Housing Plan).) In addition, the housing element provided for the identification of manufactured housing as a permitted use in residential zoning districts.
3. On October 2, 2012, City planning staff provided an overview of the proposed Ordinance’s major components including discussion regarding State housing law mandating identification of zoning districts that can accommodate factory-built/manufactured housing, transitional and supportive housing, single-room occupancy units (“SROs”), community care facilities for seven or more occupants, and emergency homeless shelters. (See Attachment 2.) Based on Commission discussion, staff had been directed to develop a draft Ordinance for consideration at an upcoming Commission meeting. As part of the commission’s direction, staff was also directed to provide additional information regarding the types of households that could be housed under the new housing categories as well as an estimate of the number of emergency homeless shelters that could be developed within the city based on the state requirements for maximum distance separation requirements between similar emergency homeless shelters.
4. On December 4, 2012, the Planning and Preservation Commission directed City planning staff to schedule the proposed ordinance implementing the 2008-2014 Housing Element’s Housing Implementation Program No. 11 for a public hearing in January 2013. Attachment 4 is the December 4, 2012 Staff Report to the Planning and Preservation Commission, which provides a detailed assessment of the proposed zone text amendment.
5. On January 8, 2013, the Planning and Preservation Commission held a duly noticed public hearing to consider the proposed Ordinance and associated environmental assessment related to Zone Text Amendment 2012-01. (See Attachment “C”.) As part of the Commission’s discussion, City staff answered questions regarding the State housing law as it relates to emergency homeless shelters and community care facilities as permitted and conditionally permitted uses within the respective zoning districts. Subsequent to discussion, the Commission recommended to the City Council approval of the Initial Study and Negative Declaration of environmental impact (Attachment “A”) and the proposed Ordinance (Attachment “B”) in order to comply with State housing law and ensure that the City’s zoning accurately reflects the land use policies as identified in the city’s 2008-2014 Housing Element Work Plan (Housing Implementation Program No. 11).

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ANALYSIS:

Ordinance Overview. The City of San Fernando is considering adoption of comprehensive ordinance that provides zone text amendments that are necessary for the City to facilitate the provision of a variety of housing types to meet the housing needs of all economic segments of the community. These zoning revisions include:

- Identification of manufactured housing as a permitted use in the city's residential zones;
- Identification of appropriate residential zones for community care facilities with seven or more occupants, subject to a conditional use permit;
- Identification of SROs as a conditionally permitted use in the C-1 (Limited Commercial) and C-2 (Commercial) zones subject to new development standards;
- Addition of transitional and supportive housing to the definitions section and listing them as a permitted uses within the city's residential zones; and,
- Identification of emergency homeless shelters as permitted uses in the M-2 (Light Industrial) zone. (2008-2014 Housing Element Objective; 2008-2014 Housing Element, V-15 (Housing Plan).)

The proposed zone text amendment would allow the city to be in compliance with Housing Implementing Program No. 11 (Zoning Ordinance Revisions) of the 2008-2014 General Plan Housing Element and Senate Bill 2 (Cedillo), which requires local jurisdictions to incorporate policies to permit the establishment of the aforementioned housing types. Furthermore, adoption of the proposed Ordinance amending the city's zoning code consistent with State housing law will ensure that each of the proposed housing types are located appropriately and developed in a manner that maintains the character of existing neighborhoods, industrial corridors and business districts.

The California Department of Housing and Community Development (HCD), has informed jurisdictions like the City of San Fernando that has a current housing element certified by HCD during the fourth planning cycle that the City is eligible to participate in a streamlined review process. In order to qualify for the streamlined review process, the city must complete the SB 2 related zone text amendments included as part of the proposed Ordinance prior to submittal of the draft 2013-20212 Housing Element to the HCD. HCD staff has indicated that HCD will not certify the fifth cycle housing element until all the required zone text amendments have been completed. Furthermore, failure to submit the draft 2013-2021 housing element to HCD by October 15, 2013 will result in the City being required to prepare future housing elements every four years. (Source: <http://www.hcd.ca.gov/hpd/>.)

Eligible Household Types. Per State law, populations eligible for the types of housing being proposed include adults with low-income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services under the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500 of the Welfare and Institutions Code) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.) (Source: Chapter 633, Statutes of 2007 (SB 2); May 7, 2008 Department of Housing and

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Community Development Memorandum: Senate Bill 2—Legislation Effective January 1, 2008: Local Planning and Approval for Emergency Shelters and Transitional and Supportive Housing.)

Eligible households for homeless shelters include single males or females, and families. They may include homeless population who are mentally ill, developmentally disabled, veterans, runaways or emancipated foster youth, substance abusers, survivors of domestic violence, and other subpopulations of homeless considered significant by the city.

Transitional housing may be designated for a homeless individual or families transitioning to permanent housing. This housing can involve single family homes, including group housing or multi-family units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living.

Supportive housing has no limit on length of stay for individuals and includes persons living with mental disabilities, HIV/AIDS, substance abuse or chronic health conditions or persons whose disabilities originated before the person turned 18. Services typically include assistance designed to meet the needs of the housed persons in order to retain housing, live and work within the community, and/or improve health and may include case management, mental health treatment, and life skills education/training.

Potential Sites Analysis. Per State law, local ordinances may establish a maximum 300-foot distance separation requirement between emergency homeless shelters. The proposed City ordinance would require a maximum 300-foot distance between emergency homeless shelters within the M-2 (Light Industrial) zone. Based on staff's analysis, thirteen (13) sites exist within the M-2 zone that are located along First Street (six sites) and Arroyo Avenue (seven sites) that meet the 300-foot distance separation requirement. Staff evaluated each potential site based on the following criteria: existing uses; duration of occupancy; value of land and building improvements; and the resulting cost per square foot. Based on this analysis, staff determined that the future development of more than one to two of these possible sites as a year-round emergency homeless shelter may not be financially feasible. (See Attachment No. 4 of Attachment "C": January 8, 2013, Planning and Preservation Commission Staff Report.)

As noted in the proposed Ordinance, the maximum number of beds allowed for an emergency homeless shelter shall be 50. Based on 2010 Census information, the number of persons identified as "group quarters (non-institutionalized population)" within the City of San Fernando is 46. (Source: U.S. Census Bureau, *American Fact Finder; Table QT-P12, Household Relationship and Group Quarters Population: 2010 Census Summary File 1.*) The U.S. Census Bureau classifies people not living in housing units as living in group quarters. There are two types of group quarters institutionalized (e.g., persons housed in correctional facilities, nursing homes, and hospice facilities) and non-institutional group quarters (e.g., college/university student housing, military quarters, and group homes). The non-institutional group quarters includes emergency and transitional shelters for people experiencing homelessness and group homes. (Source: <http://www.census.gov/prod/cen2010/doc/sf1.pdf>.)

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Multi-jurisdictional Agreements. The Commission, at their January 8, 2013 meeting, inquired about the feasibility of meeting the State requirements for a year-round emergency homeless shelter via a multi-jurisdictional agreement. (Government code Section 65583(4)(C).) The multi-jurisdictional agreement with a maximum of two participating jurisdictions would require a financial contribution from the City and any other participating jurisdiction to fund the development and the ongoing operation of the facility. State law requires an emergency homeless shelter developed under the multi-jurisdictional agreement to be developed within two years of the beginning of the planning cycle.

Per state housing element law, the ability to develop an emergency homeless shelter under a multi-jurisdictional agreement would have required both the agreement and the associated facility to be developed by 2010. In addition, City staff contacted the HCD in order verify whether a multi-jurisdictional agreement was an alternative to adopting a zone text amendment in order to allow emergency homeless shelters. Based on City staff's discussion with HCD staff, it was City staff's determination that a multi-jurisdictional agreement was no longer possible option available to the city to fulfill state housing law requirements as it relates to allowing for a year-round emergency homeless shelter within the City. HCD staff also informed City staff that no multi-jurisdictional agreements were established during the current housing element planning cycle.

State and Federal Law. California Government Code Section 655583 requires the City's housing element to identify adequate sites for a variety of housing types including factory-built/manufactured housing, transitional and supportive housing, single-room occupancy units ("SROs"), community care facilities for seven or more occupants, and emergency homeless shelters. Government Code Section 65583(a)(4) requires a city to identify one or more zones where emergency homeless shelters are allowed as permitted uses. The identified zone(s) must be able to accommodate at least one year-round emergency homeless shelter. Furthermore, Government Code Section 65583(a)(4)(D)(6), notes that "transitional and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in all the same zones."

State law also notes that manufactured or factory-built housing shall be regulated in the same manner as conventional or "stick-built" structures. Specifically, Government Code Section 65852.3(a) requires that, with the exception of architectural design guidelines, manufactured housing shall only be subject to the same development standards applicable to conventional residential dwellings including, but not limited to, such things as building setbacks, accessory structures provisions, building height maximums, minimum on-site parking requirements, and lot coverage limitations.

Furthermore, State and Federal law prohibit discrimination by local government and individuals based on race, color, religion, sex, familial status, marital status, national origin, ancestry or mental or physical disability. California Government Code Section 65008 forbids discrimination against affordable or multi-family housing development proposals, developers or potential residents using planning and zoning powers. Agencies are prohibited not only from exercising bias based on race, sex, age or religion, but from discriminating against developments because the development is subsidized or to be occupied by low or moderate income persons.

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Environmental Review. The proposed Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). In accordance with the provisions of the CEQA Guidelines, it is staff's assessment that the proposed Ordinance helps ensure the City's compliance with applicable State housing law as it relates to required zone text amendments necessary to provide affordable housing for all economic segments of the community. Therefore, it is staff's assessment that the proposed Ordinance will not have the potential to have a significantly adverse impact on the environment. Based on this determination, no further environmental assessment is necessary.

CONCLUSION:

In light of the forgoing analysis, staff recommends that the City Council: (1) approve the Initial Study and Negative Declaration (Attachment "A"), which determined that the proposed Zone Text Amendment 2012-01 will not have a adverse significant impact on the environment; (2) introduce for first reading, in title only, and waive further reading of the attached Ordinance implementing said Zone Text Amendment 2012-01 (Attachment "B"); and "; and, (3) direct staff to provide for notice of a public hearing on the proposed adoption of the Ordinance at the City Council's March 18, 2013 meeting.

Adoption of the Ordinance will amend the city's zoning code and provide for manufactured housing, SROs, community care facilities serving seven or more occupants, emergency homeless shelters, and transitional and supportive housing as uses within the city's zoning code, subject to applicable zoning regulations. Furthermore, approval of the proposed zone text amendment will facilitate development of specific types of housing that serve special needs groups within the community.

BUDGET IMPACT:

The budget impact associated with the adoption of the proposed Ordinance amending Chapter 106 and implementing Housing Element Program No. 11 (Re: Zone Text Amendment 2012-01) has already been accounted for as part of the Fiscal Year 2012-2013 General Fund Budget. The cost associated for the project include the preparation of public notices, the environmental assessment, and the city attorney costs to work with staff on the proposed Ordinance.

ATTACHMENTS: See February 19, 2013 City Council Agenda Packet to View Attachments - begins at page 255

http://www.ci.san-fernando.ca.us/city_government/city_council/agendas_minutes/2013/2-19-13%20CC%20Packet.pdf

- A. Resolution
- B. Ordinance
- C. January 8, 2013 Staff Report to the Planning and Preservation Commission
- D. January 8, 2013 Planning and Preservation Commission Draft Summary Minutes

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CITY CLERK'S OFFICE**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Elena G. Chávez, City Clerk

DATE: March 18, 2013

SUBJECT: Reorganization of the City Council – Selection of Mayor and Mayor Pro Tempore

RECOMMENDATION:

It is recommended that the City Council proceed with their annual reorganization for the selection of Mayor and Mayor Pro Tempore and follow the procedure as suggested (Attachment “A”).

BACKGROUND:

In accordance with Section 11.1 of the City Council Procedural Manual, the City Council must meet annually to choose one of its members as Mayor and another of its members as Mayor Pro Tempore. In those years in which a general municipal election is not held, the City Council shall choose a Mayor and Mayor Pro Tempore at a regular meeting in March.

Nominations for the office of Mayor and Mayor Pro Tempore may be made by any member of the Council. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process (for one or both offices), the selection process shall be repeated.

The Mayor and the Mayor Pro Tempore will serve a one-year term, with the term expiring in March 2014.

BUDGET IMPACT:

None.

ATTACHMENT:

A. Procedure for City Council Reorganization

ATTACHMENT "A"**City of San Fernando****CITY COUNCIL REORGANIZATION****1. Election of Mayor:**

- A. City Clerk opens the nominations for the position of Mayor
- B. Nomination(s) is/are made for Mayor, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor is elected by majority vote
- E. City Clerk announces the results

2. Election of Mayor Pro Tempore:

- A. City Clerk opens the nominations for the position of Mayor Pro Tempore
- B. Nomination(s) is/are made for Mayor Pro Tempore, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor Pro Tempore is elected by majority vote
- E. City Clerk announces the results

3. Council Changes Seats as Follows:

- Mayor Pro Tempore on the Mayor's right side
- Outgoing Mayor on New Mayor's left side
- All other Council members in the remaining seats

4. City Council Comments/Remarks**5. Resume City Council Meeting**

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Fred Ramirez, City Planner

DATE: March 18, 2013

SUBJECT: Approval of a Professional Services Agreement (Contract No. 1703) with Aegis Computers, Inc.

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1703) (Attachment “A”) extending the current contract with Aegis Computers, Inc. for City computer and network services for a not to exceed fixed-rate billing of \$10,630 per month (including \$630 for website services); and
- b. Authorize the Interim City Administrator to execute the Professional Services Agreement with Aegis Computers, Inc.

BACKGROUND:

1. Since 1989, Aegis Computers, Inc. has been the City’s in-house Information Technology (IT) consultant overseeing the City’s computer and network infrastructure.
2. On September 16, 1996, the City Council awarded the Aegis Computers, Inc. a new contract to provide City computer and network services including the establishment of an hourly rate of \$65 per hour for IT services.
3. On May 23, 2012, the City initiated a Request for Proposals for Professional Information Technology Services.
4. On June 14, 2012, the City received three proposals from prospective IT consultants to provide the City with computer and network services. The former City Administrator then

Approval of a Professional Services Agreement (Contract No. 1703) with Aegis Computers, Inc.

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initiated an interview process with the two lowest responsive bidders Aegis Computers, Inc. (current IT service provider) and Knight Communications.

5. On January 11, 2013, the City notified all prospective IT consultants that responded to the RFP for Professional IT Services that the City was rejecting all proposals at this time. Concurrent with the rejection of the submittal of proposals for Professional IT Services, the City initiated discussions with the current IT services provider, Aegis Computers, Inc. to discuss possible cost savings measures to assist the City with its current General Fund deficit for Fiscal Year (FY) 2012-2013.
6. Over past two months, City staff has been working with Aegis Computers Inc. to develop a Professional Services Agreement that is consistent with the City Council's objectives of obtaining costs savings for professional services while minimizing, if not eliminating, cost overruns for operational expenses including IT computer and network services. The attached professional services agreement is a result of that negotiation and is intended to provide a fixed rate cost for monthly computer and website services that helps reduce General Fund expenditures for these types of services.

ANALYSIS:

The 2012 Comprehensive Annual Financial Report (CAFR) noted a General Fund budget deficit of approximately \$1.2 million at the close of June 30, 2012. The 2012 CAFR provides a financial audit of all governmental funds including the General Fund for the prior FY 2011-2012. In light of the current budgetary constraints and the ongoing budget deficit in the General Fund, the City is currently reviewing all contracts for professional services and engaging current vendors to evaluate possible cost savings attributed to contract renegotiations. During FY 2012-2013, the City Council budgeted \$150,000 for IT services, which amounted to approximately \$12,500 per month. Based on current demand for IT services, City staff anticipates that without implementation of fixed-rate fee for services the City will significantly exceed the budgeted expenditure for IT services during the current fiscal year.

City staff has engaged Aegis Computers, Inc. about the feasibility of amending the current contract and establishing a monthly fixed-rate fee for IT services that will maintain the City's computers and network infrastructure. As a result of the negotiations, Aegis Computers, Inc. has agreed to fix the monthly rate for IT services at \$10,630, which provides for the following:

1. Fixed-rate billing at \$10,000 per month, for IT Computer and Network Services.
2. Website hosting, maintenance and management at a not to exceed amount of \$630 per month.
3. Maintaining of the current flat rate of \$65 per hour for any special project outside scope of current services including implementation of major software or hardware upgrades.

Aegis Computers, Inc. has also agreed to apply the \$10,630 fixed-rate monthly fee to all expenditures for IT services incurred by the City retroactively to March 1, 2013.

Approval of a Professional Services Agreement (Contract No. 1703) with Aegis Computers, Inc.

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Based on the proposed fixed-rate monthly fee of \$10,630, which includes the application of the fixed-rate monthly fee retroactively to incurred IT services expenditures the City could anticipate the FY 2012-2013 total cost of \$151,245; \$1,245 above the estimated budget amount of \$150,000. For the upcoming FY 2013-2014, the proposed Agreement with Aegis Computers, Inc. would result in a decrease in the City General Fund Expenditures for IT services of \$23,685 based on a new annual cost of \$127,560 as opposed to the FY 2012-2013 end-of-year expenditure of \$151,245.

CONCLUSION:

Approval of the Professional Services Agreement with Aegis Computers, Inc. will ensure that the City can establish a fixed cost for IT services that does not significantly exceed estimated costs during FY 2012-2013. In addition, the proposed Professional Services Agreement with Aegis Computers, Inc. will provide the City a savings of approximately \$23,685 for FY 2013-14. During FY 2013-2014, it is anticipated that the City will reassess current IT services and work toward addressing the long-term City computer and network infrastructure needs including the restart of an RFP process for Professional IT Services.

BUDGET IMPACT:

The proposed Profession Services Agreement for IT services with Aegis Computers, Inc. will ensure that the City General Fund Expenditures for IT services will be \$151,245 for FY 2012-2013. In addition, the establishing the fixed-rate monthly fee of \$10,630 per the Agreement will provide a savings of \$23,685 for FY 2013-2014 (i.e., IT service costs of \$127,560 for FY 2013-2014 versus \$151,245 for FY 2012-2013).

ATTACHMENT:

A. Professional Services Agreement (Contract No. 1703)

ATTACHMENT "A"
CONTRACT NO. 1703

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for professional services is entered into this ____ day of March, 2013 by and between the City of San Fernando, a municipal corporation ("CITY"), and Aegis Computers, Inc., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from an information technology consultant to perform city computer and network services.

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

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

1. DEFINITIONS

A. "Scope of Services": Such professional services as are set forth in Exhibit A, attached hereto and incorporated herein by this reference. In the event of any discrepancy between the express provisions in the body of this Agreement and provisions of Exhibit A, the text in the body of this Agreement shall prevail.

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

C. "Commencement Date": March 19, 2013

D. "Expiration Date": June 30, 2014

2. CONSULTANT'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in the Scope of Services for City computer and network services (hereinafter the "Project") at all City facilities, in the City of San Fernando, California. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services in conformance with the Project schedule set forth in Exhibit B attached hereto and incorporated herein by this reference.

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

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Administrator, (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

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

4. CONSULTANT'S PERSONNEL

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

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

C. CONSULTANT shall be solely responsible for any subconsultants used to undertake any work tasks required per the agreed to Scope of Services attached herein as Exhibit A. Compensation for the Consultant and any subconsultants shall be limited to the not to exceed amount identified within this agreement. Any work by the Consultant and/or subconsultants that is beyond the Scope of Services shall first be reviewed and approved by the City Administrator and the cost for that additional work will be paid at the agreed to hourly rate not to exceed \$65 per hour.

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

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

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

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. CITY shall maintain all vendor warranty, maintenance and or support contracts for all critical hardware and software systems. CITY acknowledges that the use of the PCs, operating systems and software programs are and shall be subject to the CITY's exclusive management and control and CONSULTANT shall not be responsible for assuring their proper use by CITY's officers, officials, employees, agents, consultants, guests or any other third party.

6. TERM OF AGREEMENT

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

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed Ten Thousand Six Hundred and Thirty dollars (\$10,630.00) per month for City computer and network services (including \$630 for website services) payable as earned during the Project in accordance with Exhibit C. The compensation payable hereunder includes all professional services. The approved not to exceed fixed-rate billing of \$10,630 per month will be applied, retroactively to City computer and network services already provided by the Consultant for the month of March 2013 and continue until Expiration of Contract date of June 30, 2014. Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project as shown in Exhibit C will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Administrator.

B. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in the Approved Fee Schedule. In no event shall total expenses for project services exceed the sum of Ten Thousand Six Hundred and Thirty dollars (\$10,630.00) per month.

C. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such

additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit C). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT & CONFIDENTIALITY

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

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written products, passwords, and other documents and data either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of the CITY, be used by the CONSULTANT for any purposes other than the performance of the Scope of Services in this Agreement. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY name or insignia, photographs, or other publicity information pertaining to the scope of services provided in this Agreement without the prior written consent of the CITY.

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT shall be covered as part of the not to exceed monthly fee of \$10,630 for City computer and network services as described in Exhibit A.

11. INDEPENDENT CONTRACTOR

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

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

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for the services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority and any and all of its members, officers, employees, agents, attorneys, representatives, consultants, volunteers, successors and assigns ("Indemnified Parties") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, costs, expenses, whether actual, alleged or threatened, actual attorney's fees, court costs, and accountant's fees, judgments, civil fines and penalties, and liabilities of any kind or nature whatsoever ("liabilities"), to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

B. Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Indemnified Parties from and against all liabilities arising out of or in any way connected with, in whole or in part, the acts or omissions of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including but not limited to, claims, suits and liabilities for bodily injury, death or property damage to any individual or entity, including employees or officials of Consultant. The provisions of this paragraph shall not apply to claims arising out of the sole negligence or willful misconduct of the Indemnified Parties.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section 10.

D. This obligation to indemnify, defend and hold harmless the Indemnified Parties is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or final payment hereunder. This obligation to indemnify, defend and hold harmless is in addition to any other rights or remedies that the Indemnified Parties may have under the law. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder.

E. In the event of any claim or demand made against an Indemnified Party which is entitled to be indemnified hereunder, Authority may, in its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for purposes of resolving such claims; provided, however, Authority may release such monies if Consultant provides Authority with reasonable assurance of protection of the Indemnified Party's interests. Authority shall, in its sole discretion, determine whether such assurances are reasonable.

F. The indemnity requirements set forth in this Section 14 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

15. INSURANCE

A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.
4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured

retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

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

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on sixty (60) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on sixty (60) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

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

19. FORCE MAJEURE

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

20. NOTICES

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

If to CITY:

Attn: Don Penman
Interim City Administrator
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1203
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: Jose Hernandez
Principal
Aegis Computers
P.O. Box 1072
San Fernando, California 91340
Telephone: (323) 683-9008

With a courtesy copy to:

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

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

22. PROHIBITION AGAINST ASSIGNMENT

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

23. ATTORNEYS' FEES

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

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT.

25. GOVERNING LAW; JURISDICTION

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

26. SEVERABILITY

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

27. CAPTIONS

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

28. EXECUTION

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

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

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

CITY OF SAN FERNANDO

CONSULTANT:

_____	By: _____
Don Penman	Jose Hernandez,
Interim City Administrator	Principal

ATTEST:	By: _____

_____	_____
Elena G. Chávez	<i>(Two signatures required for Corporation)</i>
City Clerk	

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall provide the City of San Fernando with City computer and network services at all City facilities for the term of the Agreement. These services are as follows:

Aegis will provide the City with **IT Computer and Network Services** for \$10,000 per month – consisting of workstation management, server management, network management, technical support, and IT management. Website management will be provided for an additional \$630 per month.

The **Total IT Computer and Network Services** provided under this Agreement does not assure uninterrupted operation of the equipment or technologies. This agreement does not include a hardware or software warranty of any kind. In addition, an on-going issues that AEGIS has brought attention to CITY via written notification to the City Representative that have not been addressed within a reasonable amount of time will not be covered by Total IT Outsourcing and will be billed as a special project cost.

I. Workstation Management:

- a) Install, troubleshoot, and repair – labor only - all City-owned computers and workstations.
- b) Configure, install and troubleshoot all standard software suites in use by the City.
- c) Configure, install and perform basic troubleshooting for all specialized software suites in use by the City.
- d) Application and Windows patch management.
- e) 24/7 monitoring for mission-critical workstations.
- f) Asset management for all City-owned desktops and workstations.
- g) Workstation and software life-cycle management.

II. Server Management:

- a) 24/7 monitoring of all servers – both physical and virtual.
- b) Routine monitoring of server logs.
- c) Routine monitoring and benchmarking of server resources
- d) Server patch management
- e) Server asset management for all City-owned servers.
- f) Server hardware and software life-cycle management.

III. Network Management:

- a) 24/7 monitoring for network switches, routers, access points, links and appliances
- b) Routine monitoring of network equipment logs.
- c) Routine monitoring of virtual server environment resources, logs, and hardware status.
- d) Routine monitoring of network storage hardware, resources, and logs.
- e) Routine monitoring and testing of backup system.
- f) Routine examination of security appliance logs and definition updates.
- g) Routine testing to determine bottlenecks in the network.
- h) Network asset management.
- i) Hardware life-cycle management

IV. Technical Support:

- a) Unlimited 24/7 phone, email and remote support.
- b) Access to the Aegis Computers Support Portal.
- c) Technicians on-site during normal business hours, as well as on-call 24/7.
- d) Two-hour response time.

V. IT Management:

- a) Regular meetings with management to keep key personnel informed on events and projects.
- b) Meeting with outside vendors in use by the City.
- c) Routine reporting and statistical analysis for support tickets.

VI. Website Management:

- a) Domain management.
- b) Maintaining the current City website.
- c) Standard website update requests received between the hours of 9:00am and 5:00pm Monday through Friday have a turnaround time of 24 hours.

VII. Exclusions:

- a) Special projects including, but not limited to, major software and hardware deployments.
- b) Repair of damage due to any cause external to the equipment which include, but are not limited to, fire, flood, neglect, or misuse.
- c) Items only repairable by the manufacturer
- d) Hardware and software that are no longer supported by the manufacturer
- e) Data recovery that has to be outsourced to a third party specialist.
- f) Proprietary hardware and/or software solutions. Aegis will provide initial diagnostics, further service must be provided by the vendor and/or manufacturer.
- g) Cost of parts, equipment, and shipping charges.
- h) Cost of software, licensing, upgrade or renewal fees.

EXHIBIT B
PROJECT SCHEDULE

Anticipated Commencement Date: March 19, 2013

Anticipated Completion Date: June 30, 2014

EXHIBIT C**APPROVED FEE SCHEDULE****Budget:**

The not-to-exceed labor costs for those tasks outlined in the scope of service (Exhibit A) will be a not-to-exceed amount of Ten Thousand Six Hundred and Thirty Dollars (\$10,630.00). The approved not to exceed fixed-rate billing of \$10,630 per month will be applied, retroactively to City computer and network services already provided by the Consultant for the month of March 2013 and continue for every month thereafter until Expiration of Contract.