



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

SAN FERNANDO CITY COUNCIL REGULAR MEETING NOTICE & AGENDA

AUGUST 19, 2013 – 6:00 PM

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

PRESENTATIONS

- a) PROJECT GRAD
- b) WHITE HOUSE INTERN

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 MINUTES OF:

- a) **JULY 8, 2013 – SPECIAL MEETING**
- b) **JULY 15, 2013 – SPECIAL MEETING**
- c) **AUGUST 5, 2013 – SPECIAL MEETING**
- d) **AUGUST 12, 2013 – SPECIAL MEETING**



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2) APPROVAL OF WARRANT REGISTER NO. 13-082

3) NOTICE OF COMPLETION FOR LOPEZ ADOBE REHABILITATION PROJECT (PHASE II)

Recommend that the City Council:

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

CONTINUED BUSINESS

4) AWARD OF CONTRACT – LNI CUSTOM MANUFACTURING, INC. FOR WAYFINDING SIGNS

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$125,600 from LNI Custom Manufacturing, Inc., for the manufacturing of wayfinding signs;
- b. Authorize the City Manager to execute a Construction Contract with LNI Custom Manufacturing, Inc., in an amount not to exceed \$125,600; and
- c. Adopt Resolution No. 7557 amending the Fiscal Year 2013-14 City budget to appropriate \$11,000 from Fund 11 (Highway Users Tax) to cover the cost of manufacturing the wayfinding signs.

NEW BUSINESS

5) ADOPTION OF ANNUAL RESOLUTION REQUIRED BY COUNTY REGARDING CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR (FY) 2013-14

Recommend that the City Council adopt Resolution No. 7558 that will establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System, which is estimated at \$2,545,440 for FY



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA – AUGUST 19, 2013
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2013-14, and fix the property tax rate for FY 2013-14 at \$0.256543 per \$100 of assessed valuation and levies that tax rate upon all taxable property in the City.

6) CONSIDERATION, DISCUSSION, AND POSSIBLE APPROVAL OF THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (LA IMPACT) JOINT POWERS AGREEMENT (JPA) AND AMENDMENT

Recommend that the City Council:

- a. Adopt Resolution No. 7555 approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement (LA IMPACT JPA) authorizing the City's membership in LA IMPACT, and authorizing the Interim City Manager to execute the JPA Agreement; and
- b. Adopt Resolution No. 7556 approving an amendment to the LA IMPACT JPA and authorizing the Interim City Manager to execute the JPA Amendment.

7) UPDATE REPORT REGARDING THE CITY LIVING WAGE ORDINANCE

Recommend that the City Council receive and file the report.

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: August 15, 2013 (3:00 p.m.)

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

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San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 8, 2013 – 5:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:32 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Dee Akemon asked if she could speak about the fireworks issue. Since it is a non-agendized item, Interim City Administrator Penman offered to meet with her after the meeting.

Linda Jauron hopes that the City Council will be able to recruit an individual that exhibits the same qualities held by the current Interim City Administrator including foresight, integrity, and commitment.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – July 8, 2013
Page 2**

NEW BUSINESS

1) DISCUSSION AND CONSIDERATION REGARDING CRITERIA OF CITY ADMINISTRATOR POSITION

Interim City Administrator Penman introduced recruiter Bob Murray (Bob Murray and Associates).

Mr. Murray reported that he met with each Councilmember to receive input and discuss their key concerns regarding the City Administrator candidate and he said that the purpose of this meeting was to reach a consensus. He stated that the current City Council and Interim City Administrator have addressed many of the City's challenges. The fact that the City is undergoing transition and its reputation is changing is very positive; the City is well-positioned to attract good candidates.

Discussion ensued regarding candidates' qualifications and compensation, advertising, the process and filing deadline. Interim City Administrator Penman said he will work with Mr. Murray on the recruitment brochure.

No action formal taken was taken.

ADJOURNMENT (6:07 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 8, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 15, 2013 – 4:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Sylvia Ballin called the meeting to order at 4:04 p.m.

Present:

Council: Mayor Antonio Lopez (arrived at 4:07 p.m.), Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales (arrived at 4:08 p.m.)

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Ballin

APPROVAL OF AGENDA

Interim City Administrator requested to add a Closed Session item (anticipated litigation) to the agenda based on two findings: 1) the item came to the City's attention after the agenda was posted; and 2) action must be taken prior to the next meeting.

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to make the findings (as stated by Interim City Administrator Penman):

AYES: Ballin, Fajardo, Avila – 3
NOES: None
ABSENT: Lopez, Gonzales – 2

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to add the item to the agenda and approve the amended agenda. The motion carried with the following vote:

AYES: Ballin, Fajardo, Avila – 3

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NOES: None
ABSENT: Lopez, Gonzales – 2

Note: The Closed Session item was not discussed at this special meeting. Instead, it was added to the regular meeting agenda at 6:00 p.m.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

STUDY SESSION**1) REFUSE SERVICES REQUEST FOR PROPOSALS**

R3 Consulting Group provided a presentation and replied to various questions and concerns from Councilmembers including the first draft of the Request for Proposals, the procurement timeline, franchise agreement, pavement impact fee, customer billing process, and the contract term.

No formal action was taken.

3) SAFE ROUTES TO SCHOOLS PROJECT

This item was moved up on the agenda.

Public Works Director Ron Ruiz and Ryan Snyder (Ryan Snyder Associates) replied to various questions and concerns from Councilmembers regarding the Safe Routes to Schools project which consists of pedestrian safety improvements at public and private schools throughout the City.

By consensus, Councilmembers agreed to reschedule this item for another meeting.

RECESS (6:00 P.M.)

Mayor Lopez called for a recess in order to hold the regular City Council meeting.

RECONVENE (6:56 P.M.)**2) WAYFINDING SIGN PROJECT**

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – July 15, 2013**

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Public Works Director Ron Ruiz and the consultant replied to various questions from Councilmembers.

No formal taken was taken. Staff announced that the next step is to go out to bid and then agendize for awarding of the contract.

ADJOURNMENT (7:22 P.M.)

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to adjourn the meeting. The motion carried unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 15, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 5, 2013 – 4:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Antonio Lopez called the meeting to order at 4:32 p.m.

Present:

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

Staff: Interim City Administrator Don Penman and Deputy City Clerk Julie M. Fernandez

PLEDGE OF ALLEGIANCE

Mayor Lopez led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:34 P.M.)

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

- A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (G.C. 54957)
Title: Acting Chief of Police

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – August 5, 2013**

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- B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (G.C. 54957)
Title: Public Works Director
- C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (G.C. 54957)
Title: Interim Finance Director
- D) PURSUANT TO GOVERNMENT CODE SECTION: 54956.9(d)(2) and 54956.9(e)(3)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation: (Three Potential Cases)
- E) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(G.C. 54956.9(a))
Name of Case: JAMES POLLOCK, (DEC'D) V. CITY OF SAN FERNANDO
WCAB Case No.: ADJ6680917
Claim No.: 20090003SFE
- F) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(G.C. 54956.9(a))
Name of Case: Paul Ventimiglia v. City of San Fernando, et al
Case No.: PC053583
- G) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(G.C. 54956.9(a))
Name of Case: Joseph Darling v. City of San Fernando
Case No.: BC472928
- H) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(G.C. 54956.9(a))
Name of Case: Randy Jaramillo, et al. v. City of San Fernando, et al.
Case No.: PC052711

REPORT OUT FROM CLOSED SESSION (6:06 P.M.)

City Attorney Olivarez reported the following:

The record should reflect that the City Council recessed into closed session, all members being present, to discuss those items posted on the agenda. The record should further reflect that the City Council received briefings from staff and legal counsel on each item, but no final action was taken.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 5, 2013 meeting as approved by the San Fernando City Council.

*Julie M. Fernandez
Deputy City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 12, 2013 – 5:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:38 p.m.

Present:

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

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

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:40 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

- A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (G.C. 54957)
Title: Acting Chief of Police

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – August 12, 2013**

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- B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (G.C. 54957)
Title: Public Works Director
- C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (G.C. 54957)
Title: Interim Finance Director
- D) PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT (G.C. 54957)
Title: Community Development Director
- E) CONFERENCE WITH LABOR NEGOTIATOR (G.C. 54957.6)
City Negotiator: Interim City Administrator Don Penman
Title of Employee that is Subject to Negotiation: Community Development Director

RECONVENE/REPORT OUT FROM CLOSED SESSION (6:44 P.M.)

Interim City Administrator Penman reported that the City Council (by unanimous vote) appointed Fred Ramirez as Community Development Director effective August 13, 2013, at Step D in the Salary Schedule.

There was no other reportable action.

ADJOURNMENT (6:45 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 12, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: August 19, 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. 13-082****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-082****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 19th day of August, 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 19th day of August 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

08/15/2013 11:18:16AM

**Voucher List
CITY OF SAN FERNANDO**

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102911	8/19/2013	100070 ADVANCED ELECTRONICS INC.	0126955-IN		COMPUTER MAINTENANCE - JULY 201	
				11012	001-222-0000-4260	2,724.56
			0126956-IN		COMPUTER MAINTENANCE - JULY 201	
				11005	001-222-0000-4260	3,648.00
			0127192-IN		RENTAL OF ADVANCED POINT TO POIN	
				10975	001-420-0000-4260	250.00
					001-420-0000-4260	22.50
			0127397-IN		LABOR & INSTALLATION FOR WIRELESS	
					020-225-0000-4500	1,550.00
			0127835-IN		COMPUTER MAINTENANCE - AUG 2013	
				11012	001-222-0000-4260	2,724.56
			0127836-IN		COMPUTER MAINTENANCE - AUG 2013	
				11005	001-222-0000-4260	3,648.00
			0127980-IN		JAIL CAMERAS	
				10979	001-222-0000-4300	3,428.64
					001-222-0000-4300	222.18
					Total :	18,218.44
102912	8/19/2013	100074 AEGIS COMPUTERS INC.	207901		EMAIL DOMAIN SOFTWARE & LICENSII	
				10976	001-222-0000-4260	2,600.00
					Total :	2,600.00
102913	8/19/2013	100101 VERIZON WIRELESS-LA	460851202		PD CELL PHONES	
					001-222-0000-4220	155.33
					010-220-3641-4220	26.65
			561407019		CITY YARD CELL PHONE & USB MODEM	
					070-384-0000-4220	61.75
					001-390-0000-4220	8.31
					001-320-0000-4220	8.31
					072-360-0000-4220	0.16
			660629692		VARIOUS CELL PHONES	
					001-106-0000-4220	27.41
					070-384-0000-4220	22.04
			870422920		PD CELL PHONES AND MDT MODEMS	
					001-222-0000-4220	942.28
					001-105-0000-4220	32.72

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**Voucher List
CITY OF SAN FERNANDO**

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102913	8/19/2013	100101 VERIZON WIRELESS-LA	(Continued)		001-152-0000-4220	114.03
					Total :	1,398.99
102914	8/19/2013	100143 ALONSO, SERGIO	JULY 2013		MARIACHI MASTER APPRENTICE PRO	
					010-424-3693-4260	1,050.00
					Total :	1,050.00
102915	8/19/2013	100221 ORTEGA, SYLVIA	REIMB.		REIMB. OF REGISTRATION FEE -	
			TRAVEL		001-222-0000-4360	52.50
					MANDATORY ANNUAL GOVERNOR HIG	
					010-220-3685-4370	105.00
					Total :	157.50
102916	8/19/2013	100221 ORTEGA, SYLVIA	TRAVEL		ANNUAL RECORDS/CAD/MOBILE TRAI	
					001-222-0000-4370	85.00
					Total :	85.00
102917	8/19/2013	100222 ARROYO BUILDING MATERIALS, INC	111479		CONCRETE COLOR FOR MALL SIDEW#	
			111529		013-311-0000-4300	38.90
					SIDEWALK - 902 SAN FERNANDO RD	
			112508		013-311-0000-4300	160.92
					WELL 7A BACKFLOW PARTS	
					070-384-0000-4330	81.59
					Total :	281.41
102918	8/19/2013	100805 COOPER HARDWARE INC.	89304		WELL 2A BACKFLOW PARTS	
			89306		070-384-0000-4330	72.69
					WELL 7A IRRIGATION	
			89318		070-384-0000-4330	5.21
					WELL 2A BACKFLOW PARTS	
					070-384-0000-4330	99.93
					Total :	177.83
102919	8/19/2013	100859 CROWN DISPOSAL	0000467127		HAULING FEES - JULY 2013	
					073-350-0000-4260	65,959.60
					Total :	65,959.60

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CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102920	8/19/2013	101004 DUNN-EDWARDS CORPORATION	2030264760		SHERLOCK POLE 8FT-16FT FOR FLAG: 013-311-0000-4300	60.71
					Total :	60.71
102921	8/19/2013	101028 TYLER TECHNOLOGIES, INC.	045-91952		PROGRAMMING - INCREASE FUND NU 001-190-0000-4320	450.00
			045-93143		PROGRAMMING - INCREASE FUND NU 001-190-0000-4320	750.00
					Total :	1,200.00
102922	8/19/2013	101089 ESCOBAR, MARCO	080513		L P SENIOR PETTY CASH REIMB. 004-2380	107.11
					Total :	107.11
102923	8/19/2013	101147 FEDEX	2-349-43230		COURIER SERVICE 001-190-0000-4280	28.78
					Total :	28.78
102924	8/19/2013	101302 VERIZON	8181811070		POLICE PAGING 001-222-0000-4220	40.07
			8181811126		RADIO REPEATER 001-222-0000-4220	44.68
			8181811136		RADIO REPEATER 001-222-0000-4220	44.68
			8181811380		MWD METER 070-384-0000-4220	44.00
			8181973209		PARKS MAJOR PHONE LINES 001-420-0000-4220	1,441.96
			8181973210		PD MAJOR PHONE LINES 001-222-0000-4220	2,511.49
			8181973211		PHONE BILL 001-190-0000-4220	2,376.76
			8181990351		PAC 50 TO SHERRIFFS 001-222-0000-4220	504.59
			8183610901		SEWER FLOW MONITOR 072-360-0000-4220	47.31
			8183613958		CNG STATION	

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102924	8/19/2013	101302 VERIZON	(Continued)			
			8183616728		001-320-3661-4220 ENGINEERING FAX LINE	41.79
			8183655097		001-310-0000-4220 PD NARCOTICS VAULT	20.95
			8188371509		001-222-0000-4220 ANIMAL CONTROL & PW PHONE LINE	26.20
			8188381841		001-190-0000-4220 ENGINEERING FAX MODEM	45.77
			8188384969		001-310-0000-4220 PD ALARM PANEL	26.89
			8188981027		001-222-0000-4220 POOL FACILITY PHONE LINES	94.75
					001-430-0000-4220	147.09
					Total :	7,458.98
102925	8/19/2013	101376 GRAINGER, INC.	9198418536		WEATHERPROOF BULLET CAMERA BY 001-390-0222-4300	168.52
					Total :	168.52
102926	8/19/2013	101434 GUZMAN, JESUS ALBERTO	JULY 2013		MARIACHI MASTER APPRENTICE PRO: 010-424-3693-4260	1,200.00
					004-2359	1,000.00
					Total :	2,200.00
102927	8/19/2013	101435 HAAKER EQUIPMENT COMPANY	W30516		SEWER GUZZLER INSPECTION FOR RI 072-360-0000-4400	828.98
					Total :	828.98
102928	8/19/2013	101450 HANSEN, SUSIE	489		CONCERT ON 08/25/13 - ARTS COMMIE 004-2359	1,300.00
			490		CONCERT ON 08/25/13 - ARTS COMMIE 004-2359	400.00
					Total :	1,700.00
102929	8/19/2013	101512 HDL, COREN & CONE	0019373-IN		FINANCIAL ANALYSIS - STAFF MEETING 098-190-0000-4270	877.50

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Voucher List
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102929	8/19/2013	101512 HDL, COREN & CONE	(Continued)		Total :	877.50
102930	8/19/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	1021929		REPLACE KITCHEN SPRAY NOZZLE @	
			2034006		001-390-0460-4300	32.66
			5096128		SUPPLIES FOR WATER TRUCK	
					070-383-0301-4300	92.52
			5096130		SMALL TOOLS	
					001-390-0410-4340	78.95
			5096132		REC PARK TOT LOT RUBBER SURFAC	
					001-390-0410-4300	43.03
			6171891		ERADICATE BEES @ REC PARK & REP.	
					001-390-0410-4300	41.00
			6171893		4-DRAWER BASE CABINETS & INDUST	
					070-384-0000-4320	409.78
					WATER 4 TOOLS & SUPPLIES	
					070-383-0000-4340	136.09
					070-383-0000-4320	77.44
			7971945		SALT - WELL 2A	
					070-384-0000-4300	409.17
			7971949		SALT - WELL 4A	
					070-384-0000-4300	409.17
					Total :	1,729.81
102931	8/19/2013	101599 IMAGE 2000 CORPORATION	VN326656		COPIER CONTRACT BASE CHARGE 06	
					070-381-0000-4290	27.98
					001-420-0000-4260	920.39
					103-420-0000-4260	93.30
					104-420-0000-4260	93.30
					001-190-0000-4320	629.49
			VN328359		INK FOR RP EQ7445 RISO	
					001-420-0000-4300	226.20
					Total :	1,990.66
102932	8/19/2013	101647 INTERSTATE BATTERY	30573343		BATTERY BOXES	
					001-1215	20.97
					Total :	20.97

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102933	8/19/2013	101649 INTER-VALLEY POOL SUPPLY, INC	55449		POOL CHEMICALS	
			55495		001-430-0000-4300	1,335.25
			55817		POOL CHEMICALS	
					001-430-0000-4300	542.19
					POOL CHEMICALS	
					001-430-0000-4300	1,081.64
					Total :	2,959.08
102934	8/19/2013	101688 J & R AUDIO	1495		TECHNICIANS- SOUND & LIGHTING FO	
					010-424-3614-4260	900.00
					Total :	900.00
102935	8/19/2013	101694 JACOBS, ROBERT	REIMB.		REIMB. OF REGISTRAION FEE -	
					001-225-3688-4360	52.50
					Total :	52.50
102936	8/19/2013	101920 LIEBERT CASSIDY WHITMORE	167718		LEGAL SERVICES	
			167719		001-112-0000-4270	3,792.00
			167720		LEGAL SERVICES	
					001-112-0000-4270	21.00
			167721		LEGAL SERVICES	
					001-112-0000-4270	860.00
			167722		LEGAL SERVICES	
					001-110-1065-4270	2,754.00
					LEGAL SERVICES	
					001-112-0000-4270	3,700.00
					Total :	11,127.00
102937	8/19/2013	101982 COUNTY OF LOS ANGELES	FY13/14		SFVCOG FY2013/2014 DUES	
					001-190-0000-4380	10,000.00
					Total :	10,000.00
102938	8/19/2013	102002 LOS ANGELES COUNTY	8500-186581		PUBLIC HEALTH LICENSE - 501 FIRST	
					073-350-0000-4260	1,351.25
					Total :	1,351.25
102939	8/19/2013	102023 LOS ANGELES TIMES	010005456710		NEWSPAPER SUBSCRIPTION THRU 08	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102939	8/19/2013	102023 LOS ANGELES TIMES	(Continued)		001-225-0000-4350	176.80
					Total :	176.80
102940	8/19/2013	102041 LYNN PEAVEY COMPANY	277285		EVIDENCE TAPE	
					001-224-0000-4270	188.40
					Total :	188.40
102941	8/19/2013	102147 METROPOLITAN TRANSPORTATION	800056216		SHARE COST OF ASSISTANT TO THE S	
					001-310-0000-4270	1,368.00
					Total :	1,368.00
102942	8/19/2013	102226 MISSION LINEN & UNIFORM	140180410		LAUNDRY	
			140181158		001-225-0000-4350	155.23
			140181796		001-225-0000-4350	63.50
			140182547		001-225-0000-4350	161.24
					Total :	63.50
					443.47	
102943	8/19/2013	102410 NORTHRIDGE HOSPITAL MEDICAL	301501615		SART EXAM DR#13-1033	
					001-224-0000-4270	730.00
					Total :	730.00
102944	8/19/2013	102432 OFFICE DEPOT	661623521001		FILE FOLDER, PAPER CLIP, TONER,	
			661623522001		010-430-3649-4300	469.81
			661623523001		SIGNS	
			661623524001		010-430-3649-4300	215.36
			666674184001		DIRECTIONAL SIGN & WALLMATE	
			666674332001		010-430-3649-4300	152.58
					LABELER	
					010-430-3649-4300	21.79
					KITCHEN AND OFFICE SUPPLIES	
					070-384-0000-4300	107.23
					PAPER CLIPS & POCKET FILES	

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102944	8/19/2013	102432 OFFICE DEPOT	(Continued)		070-381-0000-4300	47.74
			668501705001		MAGAZINE RACK	
			668501915001		001-222-0000-4300	103.18
					COPY PAPER, ARCHBOARD LETTERS	
					001-222-0000-4300	211.83
					Total :	1,329.52
102945	8/19/2013	102443 OKAFOR, MICHAEL	REIMB.		REIMB. FOR ORAL INTERVIEW BOARD	
			REIMB.		001-106-0000-4270	78.58
					MILEAGE REIMB. ICRMA GOVERNING	
					001-106-0000-4390	75.46
					Total :	154.04
102946	8/19/2013	102569 PARKS, ROBERT	REIMB.		REIMB. OF REGISTRATION FEE -	
					001-222-0000-4360	52.50
					Total :	52.50
102947	8/19/2013	102624 PITNEY BOWES	575175		MAINTENANCE FOR FOLDING MACHIN	
					070-381-0000-4320	279.08
					072-360-0000-4320	279.07
					Total :	558.15
102948	8/19/2013	102648 PONCE, VICTOR	052813		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
102949	8/19/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-64		COURIER SERVICE	
					001-222-0000-4260	206.00
					Total :	206.00
102950	8/19/2013	102848 RICHARDS, WATSON & GERSHON	191054		LEGAL SERVICES	
					070-110-0000-4270	704.75
					Total :	704.75
102951	8/19/2013	102940 RUIZ, RON	REIMB.		REIMB FOR NITRATE PROJ CITY OF LA	
					070-384-0857-4600	289.20

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102951	8/19/2013	102940 102940 RUIZ, RON	(Continued)		Total :	289.20
102952	8/19/2013	103010 SAM'S CLUB DIRECT, #0402465855179	0170		DAY CAMP FIELD TRIP SUPPLIES (SAN	
			475		017-420-1399-4300	176.10
			481		EXPLORERS' CAMPING TRIP FOOD	
					001-226-0230-4430	74.81
					EXPLORERS' CAMPING TRIP FOOD	
					001-226-0230-4430	16.98
					Total :	267.89
102953	8/19/2013	103029 SAN FERNANDO, CITY OF	12942-13022		REIMBURSEMENT TO WORKERS COM	
					006-190-0000-4810	27,491.86
					Total :	27,491.86
102954	8/19/2013	103050 SAN FERNANDO PET HOSPITAL	061413		K-9 VET BILL	
					001-225-0000-4270	237.00
					Total :	237.00
102955	8/19/2013	103057 SAN FERNANDO VALLEY SUN	8669		ADVERTISEMENT FOR MMAP, SUMMEI	
					004-2359	277.30
					001-420-0000-4260	300.00
					Total :	577.30
102956	8/19/2013	103184 SMART & FINAL	120399		CLEANING SUPPLIES FOR TIERRA DEL	
					001-424-0000-4300	24.15
					017-420-1399-4300	7.98
			121201		DAY CAMP SUPPLIES FOR WEEKLY FIE	
					017-420-1399-4300	58.70
			122529		DAY CAMP WEEKLY SCIENCE & ART PI	
					017-420-1399-4300	81.45
			122576		DAY CAMP WEEKLY ACTIVITY	
					017-420-1399-4300	166.60
			122841		DAY CAMP SNACK PROGRAM	
					004-2391	37.84
					Total :	376.72
102957	8/19/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	073013		ELECTRIC - VARIOUS LOCATIONS	
					001-371-0000-4210	85.13

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102957	8/19/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			073113		029-335-0000-4210	1,634.63
					ELECTRIC - 2025 4TH	
					001-420-0000-4210	363.82
					001-371-0000-4210	45.92
			080113		ELECTRIC - 551 KALISHER	
					001-390-0457-4210	94.72
					001-371-0000-4210	44.83
					001-390-0457-4210	200.70
			080213		ELECTRIC - 1010 TRUMAN LOT 4	
					029-335-0000-4210	57.41
					001-390-0450-4210	793.85
					001-320-3661-4210	3,923.44
					027-344-0000-4210	505.99
					029-335-0000-4210	45.00
					001-390-0310-4210	3,926.63
			080313		ELECTRIC - 858 HARDING	
					001-420-0000-4210	4,258.22
					027-344-0000-4210	103.62
					Total :	16,083.91
102958	8/19/2013	103205 THE GAS COMPANY	071213		GAS - 505 S HUNTINGTON	
					001-420-0000-4210	35.73
					Total :	35.73
102959	8/19/2013	103439 UPS	831954313		COURIER SERVICE	
					001-190-0000-4280	88.00
					Total :	88.00
102960	8/19/2013	103445 UNDERGROUND SERVICE ALERT	720130654		(22) USA DIGALERT TICKETS	
					070-382-0000-4260	33.00
					Total :	33.00
102961	8/19/2013	103452 U.S. BANK	3450680		BOND 1998 - ADMINISTRATION FEES F	
					098-190-0088-4265	3,465.00
					Total :	3,465.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102962	8/19/2013	103516 VAIRO, TONY	TRAVEL		MANDATORY ANNUAL GOVERNOR HIG 010-220-3685-4370	183.00
					Total :	183.00
102963	8/19/2013	103516 VAIRO, TONY	TRAVEL		ANNUAL RECORDS/CAD/MOBILE TRAI 001-225-0000-4370	169.00
					Total :	169.00
102964	8/19/2013	103584 VIEJAS CASINO	072913		SENIOR TRIP DEPOSIT TO VIEJAS CAS 004-2380	600.00
					Total :	600.00
102965	8/19/2013	103688 WIL-POWER BATTERY DIST.	170442		POWER INVERTER - WA4573 070-383-0000-4400	260.51
					Total :	260.51
102966	8/19/2013	103716 WORKBOOT WAREHOUSE	43183		SAFETY BOOTS - RODRIGO MORA 001-390-0410-4310	234.46
			43225		SAFETY BOOTS - DANNY GARCIA 070-383-0000-4310	97.56
			43237		SAFETY BOOTS - D WARREN 072-360-0000-4310	129.71
					Total :	461.73
102967	8/19/2013	103738 YOSEF AMZALAG SUPPLY	12064220		IRRIGATION VALVE REPAIR @ 120 MAC 001-390-0450-4300	32.33
			12064884		WELL 7A MATERIALS IRRIGATION 070-384-0000-4300	43.67
			12064978		MISC PIPE 001-430-0000-4300	9.43
			12065220		LANDSCAPE/IRRIGATION SUPPLIES 001-341-0000-4300	33.84
					Total :	119.27
102968	8/19/2013	103752 ZUMAR INDUSTRIES, INC.	0146659		STICKERS FOR SIGNS 013-370-0000-4430	38.95
			0146812		FADED & DAMAGED SIGN REPLACEME	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102968	8/19/2013	103752 ZUMAR INDUSTRIES, INC.	(Continued)		013-370-0000-4430	340.01
					Total :	378.96
102969	8/19/2013	103851 EVERSOF, INC.	R1249487		WATER SOFTNER RENTAL - WELL 2A 070-384-0000-4260	65.46
					Total :	65.46
102970	8/19/2013	103903 TIME WARNER CABLE	8448200540010518		CABLE SERVICES - 07/29 - 08/28 001-420-0000-4260	180.20
			84482005400210328		CABLE - 08/05/13-09/04/13 001-190-0000-4220	61.03
					Total :	241.23
102971	8/19/2013	103928 MANCHESTER GRAND HYATT HOTEL	TRAVEL		MANDATORY ANNUAL GOVERNOR HIG 010-220-3685-4370	506.88
					Total :	506.88
102972	8/19/2013	103928 MANCHESTER GRAND HYATT HOTEL	TRAVEL		MANDATORY ANNUAL GOVERNOR HIG 010-220-3685-4370	506.88
					Total :	506.88
102973	8/19/2013	887121 DELL MARKETING L.P.	XJ64M5W72		DELL 21 INCH MONITOR 001-420-0000-4300	173.07
					Total :	173.07
102974	8/19/2013	887323 KINGSBURY UNIFORMS	43012		UNIFORMS 001-222-0000-4300	49.23
					Total :	49.23
102975	8/19/2013	887422 NORTHERN SAFETY CO., INC.	900520364		SAFETY SUPPLIES FOR FAC MAINT W/ 001-390-0410-4310	240.84
			900522306		SAFETY SUPPLIES FOR FAC MAINT W/ 001-390-0410-4310	51.58
					Total :	292.42
102976	8/19/2013	887458 TORRES, HECTOR	REIMB.		REIMB OF REGISTRATION FOR FIELD 001-225-0000-4360	83.22
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102976	8/19/2013	887458 887458 TORRES, HECTOR	(Continued)		Total :	83.22
102977	8/19/2013	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB FOR EXPLORERS' CAMPING TR 001-226-0230-4430	764.83
					Total :	764.83
102978	8/19/2013	887952 J. Z. LAWMOWER SHOP	6563		HEDGER TRIMMER SHARPENING 011-311-7510-4600	12.00
			6564		EQUIP MAINT 001-390-0410-4320	94.62
					Total :	106.62
102979	8/19/2013	887962 THE ACTIVE NETWORK	81033851		ACTIVENET FEES 017-420-1328-4260	12.94
			81035554		ACTIVENET FEES 017-420-1328-4260	605.60
			81047670		ACTIVENET FEES 017-420-1328-4260	104.60
			81049907		ACTIVENET FEES 017-420-1328-4260	336.98
			81059231		ACTIVENET FEES 017-420-1328-4260	107.05
			81068508		ACTIVENET FEES 017-420-1328-4260	78.80
			81075663		ACTIVENET FEES 017-420-1328-4260	107.30
			81084199		ACTIVENET FEES 017-420-1328-4260	78.40
			81092766		ACTIVENET FEES 017-420-1328-4260	31.52
			81099228		ACTIVENET FEES 017-420-1328-4260	35.74
			81107318		ACTIVENET FEES 017-420-1328-4260	50.42
			81116020		ACTIVENET FEES 017-420-1328-4260	34.76
			81116056		ACTIVENET FEES	

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102979	8/19/2013	887962 THE ACTIVE NETWORK	(Continued)		017-420-1328-4260	11.24
			81126632		ACTIVENET FEES 017-420-1328-4260	84.84
			81133527		ACTIVENET FEES 017-420-1334-4260	30.62
			81141951		ACTIVENET FEES 017-420-1334-4260	89.00
			81153232		ACTIVENET FEES 017-420-1334-4260	5.90
			81156935		ACTIVENET FEES 017-420-1334-4260	138.42
			81164480		ACTIVENET FEES 017-420-1334-4260	217.81
			81176749		ACTIVENET FEES 017-420-1334-4260	65.68
			81178698		ACTIVENET FEES 017-420-1334-4260	52.40
			81187876		ACTIVENET FEES 017-420-1334-4260	84.44
			81202483		ACTIVENET FEES 017-420-1334-4260	21.18
			81204634		ACTIVENET FEES 017-420-1334-4260	26.90
			81214664		ACTIVENET FEES 017-420-1334-4260	33.46
			81225360		ACTIVENET FEES 017-420-1334-4260	24.72
			81232959		ACTIVENET FEES 017-420-1334-4260	0.42
			81242176		ACTIVENET FEES 017-420-1334-4260	98.44
			81258880		ACTIVENET FEES 017-420-1399-4260	74.32
			81261517		ACTIVENET FEES 017-420-1399-4260	72.10
			81269416		ACTIVENET FEES	

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102979	8/19/2013	887962 THE ACTIVE NETWORK	(Continued)			
			81279616		017-420-1399-4260 ACTIVENET FEES	228.23
			81279658		017-420-1399-4260 ACTIVENET FEES	13.25
			81293169		017-420-1399-4260 ACTIVENET FEES	167.80
					017-420-1399-4260	267.77
					Total :	3,393.05
102980	8/19/2013	888075 DATAMATIC, LTD.	CA-0000024626		HANDHELD METER READING MAINT-S 070-381-0000-4320	326.51
					Total :	326.51
102981	8/19/2013	888123 L.A. DEPARTMENT OF WTR & POWER	742182-315938		SECURITY LIGHTING - 13655 FOOHILL 070-384-0000-4210	104.50
			742182-315943		SECURITY LIGHTING - 12900 DRONFIE 070-384-0000-4210	334.25
					Total :	438.75
102982	8/19/2013	888195 LEXIPOL LLC	9367		ONE YEAR LAW ENFORCEMENT POLIC 001-222-0000-4300	2,850.00
					Total :	2,850.00
102983	8/19/2013	888239 GONZALEZ GALLERY	1230		YOUTH SPORTS ZONE POSTERS 017-420-1328-4300	163.12
					Total :	163.12
102984	8/19/2013	888241 UNITED SITE SERVICES OF CA INC	114-1389603		PORTABLE TOILET RENTAL @ LAYNE F 001-390-0410-4260	352.08
			114-1412378		PORTABLE TOILET RENTAL @ REC PAI 001-420-0000-4210	134.07
					Total :	486.15
102985	8/19/2013	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	31.53
					Total :	31.53

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102986	8/19/2013	888531 BIG RED PLUMBING SUPPLY, INC.	80660		TOILET REPAIR @ REC PARK OFFICE F 001-390-0410-4300	43.84
			80661		TOILET SPUD WRENCH 001-390-0410-4340	28.22
			80807		4IN & 6IN CLAY PIPES 072-360-0301-4300	805.40
					Total :	877.46
102987	8/19/2013	888633 VALLEY TRAVEL CLUB, INC	072413		SENIOR TRIP DEPOSIT TO BIG BEAR C 004-2380	200.00
					Total :	200.00
102988	8/19/2013	888647 HDL SOFTWARE, LLC	0019087-IN		B/L SOFTWARE LICENSE WEB RENEW. 001-130-0000-4320	2,724.95
					Total :	2,724.95
102989	8/19/2013	888743 COUNTY OF LOS ANGELES	7330-223364-130905		PUBLIC HEALTH LICENSE FEE - 208 PA 001-430-0000-4260	1,190.00
					Total :	1,190.00
102990	8/19/2013	888762 COMMAND CONCRETE CUTTING	11680		SAW CUT 6-8" DEEP - MACLAY & GLEN 070-383-0000-4260	375.00
					Total :	375.00
102991	8/19/2013	888800 BUSINESS CARD	071713		LUNCH MEETING 001-105-0000-4370	30.59
			071813		DAY CAMP TRIP TO DISNEYLAND 017-420-1399-4300	184.00
			072313		TONER 001-222-0000-4300	457.64
			073013		LAPTOP COMPUTER, CAMCORDER, 2 I 010-220-3713-4300	942.96
					Total :	1,615.19
102992	8/19/2013	888869 MUNITEMPS STAFFING	123942		TEMPORARY STAFFING - INTERIM FIN 001-130-0000-4112	3,060.00
					Total :	3,060.00

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vchlist 08/15/2013 11:18:16AM		Voucher List CITY OF SAN FERNANDO				Page: 17
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102993	8/19/2013	889037 AT&T MOBILITY	875587443		MODEM FOR TRAFFIC SIGNS - 07/25-08/01/13 001-310-0000-4220	61.33
					Total :	61.33
102994	8/19/2013	889118 LDI COLOR TOOLBOX	183008		COPIES MADE 04/07/13 - 05/07/13 001-222-0000-4260	229.48
			184829		COPIES MADE 06/13/13 - 07/13/13 001-222-0000-4260	172.68
			184967		COPIES MADE 06/07/13 - 07/07/13 001-222-0000-4260	222.16
					Total :	624.32
102995	8/19/2013	889209 HILTON SAN DIEGO BAYFRONT	TRAVEL		ANNUAL RECORDS/CAD/MOBILE TRAILER 001-222-0000-4370	672.23
					Total :	672.23
102996	8/19/2013	889209 HILTON SAN DIEGO BAYFRONT	TRAVEL		ANNUAL RECORDS/CAD/MOBILE TRAILER 001-225-0000-4370	672.23
					Total :	672.23
102997	8/19/2013	889308 SEIFEL CONSULTING INC.	11421		PROFESSIONAL SERVICES - SA ROPS 098-190-0000-4270	3,959.18
					Total :	3,959.18
102998	8/19/2013	889345 BSN SPORTS INC	95447846		PICNIC TABLE 001-423-0000-4300	234.90
					Total :	234.90
102999	8/19/2013	889379 DUNN PSYCHOLOGICAL CORP	21448		LEGAL SERVICES 001-110-3375-4270	7,245.00
					Total :	7,245.00
103000	8/19/2013	889423 LIZARRAGA, MANUEL	REIMB.		REIMB. OF REGISTRATION FEE - 001-225-3688-4360	52.50
					Total :	52.50
103001	8/19/2013	889532 GILMORE, REVA A.	07/13/13 - 07/26/13		FOOD SERVICE MANAGER 010-422-3750-4270	624.00
						Page: 17

vchlist 08/15/2013 11:18:16AM		Voucher List CITY OF SAN FERNANDO				Page: 18
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103001	8/19/2013	889532 GILMORE, REVA A.	(Continued)		010-422-3752-4270	84.50
					Total :	708.50
103002	8/19/2013	889533 MARTINEZ, ANITA	07/13/13 - 07/26/13		ASSISTANT FOOD MANAGER 010-422-3750-4270	177.00
					Total :	177.00
103003	8/19/2013	889534 RAMIREZ, FRANCISCO	07/13/13 - 07/26/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	177.00 52.00
					Total :	229.00
103004	8/19/2013	889535 GOMEZ, GILBERT	07/13/13 - 07/26/13		HDM DRIVER 010-422-3752-4390 010-422-3752-4270	57.20 177.00
					Total :	234.20
103005	8/19/2013	889602 RESPOND SYSTEMS	93761		FIRST AID SUUPLIES 001-430-0000-4300	501.89
					Total :	501.89
103006	8/19/2013	889611 MORRISON MANAGEMENT SPECIALIST	1884520137310118		LP SENIOR MEALS - JULY 2013 010-422-3752-4260 010-422-3750-4260	3,195.00 4,590.00
					Total :	7,785.00
103007	8/19/2013	889680 JIMENEZ LOPEZ, JUAN MANUEL	JULY 2013		MARIACHI MASTER APPRENTICE PROGRAM 010-424-3693-4260	600.00
					Total :	600.00
103008	8/19/2013	889681 VILLALPANDO, MARIA	07/13/13 - 07/26/13		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	221.25 44.25
					Total :	265.50
103009	8/19/2013	889737 BOCHE, JORGE	07/01/12 - 06/30/13		AZTEC DANCE CLASS INSTRUCTOR 017-420-1364-4260	240.50
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103009	8/19/2013	889737 889737 BOCHE, JORGE	(Continued)			Total : 240.50
103010	8/19/2013	889834 LESLIE'S SWIMMING POOL SUPPLIE	59-326291		CHEM TEST 001-430-0000-4300	25.67 Total : 25.67
103011	8/19/2013	890004 PACIFIC TELEMAGEMENT SERVICE	556788		PD PAY PHONE - SEPT 2013 001-190-0000-4220	62.64 Total : 62.64
103012	8/19/2013	890010 TOTAL PRINTING SUPPLIES	13079		TONER 001-222-0000-4300	130.80 Total : 130.80
103013	8/19/2013	890080 TECOGEN INC.	CGQ0313-44		TECOGEN SERVICES - 03/29/13-06/30/1 001-430-0000-4260	3,703.59 Total : 3,703.59
103014	8/19/2013	890090 DEPARTMENT OF INDUSTRIAL	P1112191SN P1112192SN		QSI INSPECTION FEES - RIDE ID#P029 001-430-0000-4260 RA INSPECTION FEES - RIDE ID#P0293 001-430-0000-4260	292.50 560.00 Total : 852.50
103015	8/19/2013	890193 FJS LAND CONSULTING	1422	10982	STREET SURVEYING PROJECT 001-310-0000-4260	2,490.00 Total : 2,490.00
103016	8/19/2013	890251 ALDERMAN & HILGERS, LLP	1217 1218 1253 1257 1258		LEGAL SERVICES 001-110-0511-4270 LEGAL SERVICES 001-110-3375-4270 LEGAL SERVICES 006-190-0000-4800 LEGAL SERVICES 001-110-1065-4270 LEGAL SERVICES 001-110-0511-4270	393.00 125.44 756.00 3,389.10 2,019.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103016	8/19/2013	890251 ALDERMAN & HILGERS, LLP	(Continued) 1259		LEGAL SERVICES 001-110-0507-4270	1,260.00 Total : 7,943.14
103017	8/19/2013	890362 RTB BUS LINE	1692 1726 1787 1792		TRANSPORTATION SERVICES TO CABI 007-440-0443-4260 004-2359 007-440-0443-4260 TRANSPORTATION SERVICES - STAR E 007-440-0443-4260 DAY CAMP TRIP TO CASTAIC LAKE ON 007-440-0443-4260 DAY CAMP TRIP TO SANTA FE DAM ON 007-440-0443-4260	515.00 150.00 1,275.00 398.00 996.00 996.00 Total : 4,330.00
103018	8/19/2013	890377 F & F SIGNS	020813		YOUTH BASKETBALL POSTERS 017-420-1328-4300	271.88 Total : 271.88
103019	8/19/2013	890463 KJC LATENT PRINT SERVICE	SF00015		FINGERPRINTING CLASSIFICATIONS 001-222-0000-4260	260.00 Total : 260.00
103020	8/19/2013	890513 ELIFEGUARD INC	46674		UNIFORMS 001-430-0000-4300	126.84 Total : 126.84
103021	8/19/2013	890541 SANCHEZ PEREZ, FLOR	2000199.004 2000200.004 869654		SWIM LESSONS REFUND 001-3770-1338 JUNIOR LIFEGUARD REFUND 001-3770-1338 DAY CAMP REFUND 017-3770-1399	40.00 70.00 170.00 Total : 280.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103022	8/19/2013	890546 BARAJAS, CRYSTAL	JULY 2013		MARIACHI MASTER APPRENTICE PRO	
			JUNE 2013		010-424-3693-4260	123.75
					MARIACHI MASTER APPRENTICE PRO	
					010-424-3693-4260	153.75
					Total :	277.50
103023	8/19/2013	890735 GONZALEZ, ERIC	REPLACE CK100154		REPL STALE DTD CK - BODY SCULPT	
					017-2140	30.00
					Total :	30.00
103024	8/19/2013	890740 MORAN, STEPHANIE	.5 JULY 2013		WATER EXERCISE INSTRUCTOR	
					017-420-1337-4260	480.00
					Total :	480.00
103025	8/19/2013	890843 NGOV, CHHIV	06/11/13 - 07/11/13		SENIOR CITIZEN YOGA SUMMER - 1ST	
					017-420-1322-4260	280.00
			07/12/13 - 08/09/13		SENIOR CITIZEN YOGA SUMME R - 2ND	
					017-420-1322-4260	280.00
					Total :	560.00
103026	8/19/2013	890879 EUROFINS EATON ANALYTICAL, INC	L0128539		WATER ANALYSIS - F439010	
					070-384-0000-4260	139.60
			L0128540		WATER ANALYS - F439011	
					070-384-0000-4260	25.00
			L0128541		WATER ANALYSIS - F439012	
					070-384-0000-4260	15.00
			L0128550		WATER ANALYSIS - F439214	
					070-384-0000-4260	139.60
			L0128557		WATER ANALYSIS - F439501	
					070-384-0000-4260	139.60
			L0128562		WATER ANALYSIS - F439669	
					070-384-0000-4260	24.00
			L0128564		WATER ANALYSIS - F439708	
					070-384-0000-4260	139.60
			L0128718		WATER ANALYSIS - F439968	
					070-384-0000-4260	139.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103026	8/19/2013	890879 890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		Total :	762.00
103027	8/19/2013	890963 COMMERCIAL AQUATIC SERVICE INC	113-1801		SPLASH PAD BACK WASH TIMERS NO	
					001-430-0000-4330	490.00
					Total :	490.00
103028	8/19/2013	890983 LOPEZ, LOUIS A	052813		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
103029	8/19/2013	891000 BROADVIEW TECHNOLOGIES, INC	53194	11006	PHONE MAINT AGREEMENT 08/01/13-0	
					001-190-0000-4320	1,395.00
			53195	11006	PHONE MAINT AGREEMENT 08/01/13-0	
					001-190-0000-4320	632.00
			53196	11006	PHONE MAINT AGREEMENT 08/01/13-0	
					001-190-0000-4320	986.00
			53197	11006	PHONE MAINT AGREEMENT 08/01/13-0	
					001-190-0000-4320	539.00
			53198	11006	PHONE MAINT AGREEMENT 08/01/13-0	
					001-190-0000-4320	1,060.00
					Total :	4,612.00
103030	8/19/2013	891054 MEJIA, YVONNE G	052813		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
103031	8/19/2013	891080 LOPEZ, PATTY	052813		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
103032	8/19/2013	891103 TRITECH	TRAVEL		ANNUAL RECORDS/CAD/MOBILE TRAI	
					001-222-0000-4370	595.00
					Total :	595.00
103033	8/19/2013	891103 TRITECH	TRAVEL		ANNUAL RECORDS/CAD/MOBILE TRAI	
					001-225-0000-4370	595.00
					Total :	595.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103034	8/19/2013	891121 RIVERA, NICOLE	JULY 2013		MARIACHI MASTER APPRENTICE PRO: 010-424-3693-4260	90.00
					Total :	90.00
103035	8/19/2013	891141 OLIVAREZ MADRUGA, P.C.	11820		LEGAL SERVICES 001-110-5633-4270 001-110-0000-4270 070-110-0000-4270 001-110-0000-4270 073-110-0000-4270	2,280.00 3,920.00 1,700.00 4,357.73 500.00
					Total :	12,757.73
103036	8/19/2013	891146 ESPINO, JOSE	002		PREVENTATIVE MAINTENANCE ON SP 017-420-1337-4260	300.00
					Total :	300.00
103037	8/19/2013	891163 RADIO IP SOFTWARE INC	IN9893743	10993	SOFTWARE FOR MDT'S 001-222-0000-4260	3,312.00
					Total :	3,312.00
103038	8/19/2013	891172 NEILSON, DANIEL	JULY 2013		MARIACHI MASTER APPRENTICE PRO: 004-2359	475.00
					Total :	475.00
103039	8/19/2013	891220 VAN LANT & FRANKHANEL, LLP	080513	11007	FY2012/2013 CITY AUDIT AND RELATE 001-130-0000-4270	11,500.00
					Total :	11,500.00
103040	8/19/2013	891221 GONZALEZ, MARIBEL	2000800161		FACILITY RENTAL REFUND 001-3777-0000	402.00
					Total :	402.00
103041	8/19/2013	891222 ACOSTA, ALBA	2000077.001		YOUTH BASKETBALL REFUND 017-3770-1328	85.00
					Total :	85.00
103042	8/19/2013	891224 SOLORIO, JOSE	2000075.001		YOUTH BASKETBALL REFUND 017-3770-1328	10.00
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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
103042	8/19/2013	891224 891224 SOLORIO, JOSE	(Continued)			Total :	10.00	
103043	8/19/2013	891225 BARRAGAN, GUADALUPE	2000195.004		YOUTH BASKETBALL REFUND 017-3770-1328		75.00	
						Total :	75.00	
103044	8/19/2013	891226 PEREZ, BLANCA	2000201.004		YOUTH BASKETBALL REFUND 017-3770-1328		85.00	
						Total :	85.00	
103045	8/19/2013	891227 CISNEROS, GILBERT	869430		DAY CAMP REFUND 017-3770-1399		85.00	
						Total :	85.00	
103046	8/19/2013	891228 FLORES, VERONICA	869436		DAY CAMP TRIP REFUND 017-3770-1399		75.00	
						Total :	75.00	
103047	8/19/2013	891229 BALDIZON, JOSE	584378		REFUND - SENIOR TRIP TO VIEJAS CA 004-2380		14.00	
						Total :	14.00	
137 Vouchers for bank code :		bank				Bank total :	294,849.45	
137 Vouchers in this report						Total vouchers :	294,849.45	

Voucher Registers are not final until approved by Council.

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102483	7/1/2013	891162 SADIE CONSTRUCTION	062013		PURCHASE & INSTALLATION OF BUS	
				10991	07-313-0000-4500	2,314.42
				10991	10-313-3624-4600	113,406.58
					10-2037	-11,332.83
					07-2037	-239.27
					Total :	104,148.90
102484	7/1/2013	891162 SADIE CONSTRUCTION	RETENTION		RETENTION PAYMENT - PURCHASE &	
					10-2037	20,590.51
					07-2037	2,553.69
					Total :	23,144.20
102485	7/2/2013	890329 HENRY, GEORGE	060413		POLL WORKER FOR 06/04/13 SPECIAL	
					01-116-0000-4112	125.00
					Total :	125.00
102486	7/2/2013	103084 SANTIAGO, EVANGELINA	060413		POLL WORKER FOR 06/04/13 SPECIAL	
					01-116-0000-4112	125.00
					Total :	125.00
102487	7/2/2013	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFIT-JULY 20	
					01-1160	173,198.94
					Total :	173,198.94
102488	7/3/2013	103648 CITY OF SAN FERNANDO	PR 7-5-13		REIMBURSEMENT FOR PAYROLL W/E	
					01-1003	381,387.32
					07-1003	806.00
					08-1003	10,045.15
					10-1003	6,216.51
					11-1003	5,953.10
					17-1003	13,514.32
					27-1003	4,820.71
					29-1003	4,103.54
					70-1003	47,340.26
					72-1003	19,908.50
					73-1003	169.41

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102488	7/3/2013	103648 103648 CITY OF SAN FERNANDO	(Continued)			
					Total :	494,264.82
		6 Vouchers for bank code :	bank		Bank total :	795,006.86
		6 Vouchers in this report			Total vouchers :	795,006.86

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102648	7/18/2013	100940 DELTA CARE USA	DEMAND		DENTAL INSURANCE BENEFITS - JULY 001-1160	411.18
					Total :	411.18
102649	7/18/2013	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - JULY 001-1160	11,717.20
					Total :	11,717.20
102650	7/18/2013	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS - JULY 001-1160	2,243.37
					Total :	2,243.37
102651	7/18/2013	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - JULY 201 001-1160	3,091.02
					Total :	3,091.02
102652	7/18/2013	103648 CITY OF SAN FERNANDO	PR 7-19-13		REIMBURSEMENT FOR PAYROLL W/E 001-1003	376,075.46
					007-1003	1,179.68
					008-1003	4,709.52
					010-1003	5,655.31
					011-1003	2,706.03
					012-1003	163.44
					017-1003	11,675.49
					027-1003	3,466.86
					029-1003	3,505.64
					050-1003	508.07
					070-1003	40,380.00
					072-1003	16,776.82
					073-1003	1,528.92
					Total :	468,331.24
102653	7/18/2013	891172 NEILSON, DANIEL	06/03/13 - 06/06/13		MARIACHI MASTER APPRENTICE PRO 010-424-3653-4260	300.00
					004-2359	225.00

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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
102653	7/18/2013	891172	891172 NEILSON, DANIEL	(Continued)			Total :	525.00
102654	7/25/2013	891103	TRITECH	0973				
				10969	RMS UPGRADE			4,150.00
					001-222-0000-4260		Total :	4,150.00
102655	7/25/2013	891103	TRITECH	IVC4002998				
				10999	RMS, CAD AND MOBILE SOFTWARE SL			25,599.54
					001-222-0000-4260		Total :	25,599.54
102656	7/31/2013	891109	LARA, ANGEL	62-1700-13				
					WATER ACCT REFUND - 423 1/2 HARP			
					070-2010		Total :	216.74
							Total :	216.74
9 Vouchers for bank code :		bank					Bank total :	516,285.29
9 Vouchers in this report					Total vouchers :			516,285.29

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102489	7/8/2013	100306 BARNARD, LARRY	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	11.80
					Total :	11.80
102490	7/8/2013	100642 CASTRO, RICO	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	1,100.19
					Total :	1,100.19
102491	7/8/2013	100913 DECKER, CATHERINE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22
102492	7/8/2013	100916 DEIBEL, PAUL	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	532.26
					Total :	532.26
102493	7/8/2013	100995 DRAKE, MICHAEL	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	693.92
					Total :	693.92
102494	7/8/2013	100996 DRAKE, JOYCE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	693.92
					Total :	693.92
102495	7/8/2013	101466 HARVEY, DEVERY MICHAEL	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	2.05
					Total :	2.05
102496	7/8/2013	101538 HOUGH, RAY	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	803.03
					Total :	803.03
102497	7/8/2013	101597 IBRAHIM, SAMIR	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	54.10
					Total :	54.10
102498	7/8/2013	101926 LILES, RICHARD	JULY 2013		CALPERS HEALTH INS REIMB RETI	

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102498	7/8/2013	101926 LILES, RICHARD	(Continued)		18-190-0000-4127	446.92
					Total :	446.92
102499	7/8/2013	101933 LITTLEFIELD, LESLEY	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22
102500	7/8/2013	102206 MILLER, WILMA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102501	7/8/2013	102232 MIURA, HOWARD	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22
102502	7/8/2013	102473 ORDELHEIDE, ROBERT	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	1,100.19
					Total :	1,100.19
102503	7/8/2013	102864 RIVETTI, DOMINICK	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	26.50
					Total :	26.50
102504	7/8/2013	103175 SKOBIN, ROMELIA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	26.50
					Total :	26.50
102505	7/8/2013	103394 TORRES, RACHEL	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102506	7/8/2013	103643 WEDDING, JERRY	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22
102507	7/8/2013	103727 WYSBEEK, DOUDE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11

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HANDWRITTEN CHECKS
Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102507	7/8/2013	103727 103727 WYSBEEK, DOUDE	(Continued)		Total :	109.11
102508	7/8/2013	103737 YNIGUEZ, LEONARD	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	532.26
					Total :	532.26
102509	7/8/2013	889063 AGORICHAS, JOHN	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	64.42
					Total :	64.42
102510	7/8/2013	891010 MAERTZ, ALVIN	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	578.00
					Total :	578.00
102511	7/8/2013	891011 APODACA-GRASS, ROBERTA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22
102512	7/8/2013	891013 BRUNWIN, HERBERT	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102513	7/8/2013	891014 CREEKMORE, CASIMIRA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102514	7/8/2013	891016 DEATON, MARK	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	446.92
					Total :	446.92
102515	7/8/2013	891017 ELDRIDGE, WANDA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102516	7/8/2013	891018 FLETCHER, HUBERT	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22

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CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102517	7/8/2013	891020 GLASGOW, ROBERT	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	92.26
					Total :	92.26
102518	7/8/2013	891021 GUIZA, JENNIE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102519	7/8/2013	891023 HATFIELD, JAMES	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	89.38
					Total :	89.38
102520	7/8/2013	891024 HOOKER, RAYMOND	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	366.44
					Total :	366.44
102521	7/8/2013	891027 LOCKETT, JOANN	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102522	7/8/2013	891028 MANTHEY, DONALD	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	532.26
					Total :	532.26
102523	7/8/2013	891029 MARTIN, THERESE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	109.11
					Total :	109.11
102524	7/8/2013	891031 ORTEGA, JIMMIE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22
					Total :	218.22
102525	7/8/2013	891032 OTREMBA, EUGENE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	89.38
					Total :	89.38
102526	7/8/2013	891034 RAMSEY, JAMES	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	1,274.42

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HANDWRITTEN CHECKS
Voucher List
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102526	7/8/2013	891034 891034 RAMSEY, JAMES	(Continued)			Total : 1,274.42
102527	7/8/2013	891035 SHERWOOD, NINA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	44.69 Total : 44.69
102528	7/8/2013	891036 WATT, DAVID	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	218.22 Total : 218.22
102529	7/8/2013	891037 WEBB, NANCY	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	637.21 Total : 637.21
102530	7/8/2013	891038 WAITE, CURTIS	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	952.74 Total : 952.74
102531	7/8/2013	891039 AGUILAR, JESUS	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	54.10 Total : 54.10
102532	7/8/2013	891040 FISHKIN, RIVIAN	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	54.10 Total : 54.10
102533	7/8/2013	891041 GARCIA, CONNIE	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	27.05 Total : 27.05
102534	7/8/2013	891042 KNIGHT, PAUL	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	92.30 Total : 92.30
102535	7/8/2013	891043 LIEBERMAN, LEONARD	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	27.05 Total : 27.05

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CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102536	7/8/2013	891044 RUSSUM, LINDA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	54.10 Total : 54.10
102537	7/8/2013	891045 TIGHE, HAROLD	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	54.10 Total : 54.10
102538	7/8/2013	891046 VANAALST, LEONILDA	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	27.05 Total : 27.05
102539	7/8/2013	891047 WATTS, HERBERT	JULY 2013		CALPERS HEALTH INS REIMB RETI 18-190-0000-4127	27.05 Total : 27.05
51 Vouchers for bank code : bank						Bank total : 14,336.41
51 Vouchers in this report						Total vouchers : 14,336.41

Voucher Registers are not final until approved by Council.

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COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: August 19, 2013

SUBJECT: Notice of Completion for Lopez Adobe Rehabilitation Project (Phase II)

RECOMMENDATION:

It is recommended that City Council:

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

BACKGROUND:

1. On October 16, 2012, the Community Development Department initially submitted the Notice Inviting Bids for the Lopez Adobe Rehabilitation Project (Attachment "B") for publication. In compliance with the California Public Contract Code and state funding requirements, the project was advertised in the Los Angeles *Daily News* on October 17, 2012 and again on October 24, 2012.

In addition, the Notice Inviting Bids for the Lopez Adobe Rehabilitation Project was advertised in the following construction trade publications: McGraw-Hill Construction Dodge, Builders Notebook, Blue Book, California Daily Bid Advisor, Construction Bid Source, Bid Net, Construction Bid Board Inc., Bid America, Southern California Builders Association, and Reed Construction Data.

2. On October 22, 2012, staff, in conjunction with the project architect, held a pre-bid meeting and job-walk at Lopez Adobe Project Site located at 1100 Pico Street in order to provide prospective bidders with an overview of the project and field questions regarding the *Lopez Adobe Rehabilitation Project Phase II, October 2012 Project Manual*.

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3. On October 25, 2012, the Community Development Department published Addendum No. 1 to the Notice Inviting Bids for the Lopez Adobe Rehabilitation Project Phase II in the Los Angeles *Daily News*. In addition, the addendum was sent to all the construction publications that previously received the Notice Inviting Bids. Addendum No. 1, clarified the amount of square footages associated with the flooring removal and replacement (approximately 130 sq. ft.) and roofing (approximately 2,300 sq. ft.) that would be a part of the proposed scope of work.
4. On October 31, 2012, the Community Development Department posted Addendum No. 2 to the Notice Inviting Bids for the Lopez Adobe Rehabilitation Project Phase II on the City's website confirming that the prospective bids were due to the City Clerk's office on Thursday, November 1, 2012 at 2:00 pm and that the bid packets were available on-line at the City's website.
5. On November 1, 2012, the City Clerk received and opened one bid for construction of the proposed rehabilitation project. The one bid received in compliance with the City's procurement requirements was from Access Pacific Inc. in the amount of \$46,000 plus \$2,000 for the requested bid alternate roofing underlayment.
6. On December 17, 2012, City Council awarded a construction contract to the lowest responsive bidder, Access Pacific Incorporated, to undertake the second construction phase of the Lopez Adobe Rehabilitation Project.
7. On February 1, 2013, the contractor began work on the second phase of the Lopez Adobe Rehabilitation Project.
8. On June 30, 2012, the contractor completed work on the second phase of the Lopez Adobe Rehabilitation Project.

ANALYSIS:

1. This second phase of the project consisted of abatement of asbestos containing flooring, installation of new linoleum flooring within the kitchen and bathroom located at the westernmost portion of the Adobe as well as the repair and restoration of the Adobe's clay tile roof.
2. This project was funded with grant funds from the California Cultural and Historical Endowment (CCHE). The total construction cost for the project was \$48,000.
3. Through close coordination between the contractor and City staff, the project was completed within a demanding work schedule and under the budgeted amount. Staff and the project architect were on-site to ensure that the work performed was to the City's satisfaction.
4. The next phase of the project involves the design and construction of the ancillary facility that includes the new public restrooms, storage area and office space to support the use of the historic Lopez Adobe as a house museum. The bidding process to select a qualified building contractor is now underway.

Notice of Completion for Lopez Adobe Rehabilitation Project (Phase II)

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CONCLUSION:

The Lopez Adobe Rehabilitation Project Phase II, which included the flooring and roof repairs, is now complete and staff will follow up on final grant reimbursement claims. All work has been completed to staff's satisfaction and is in conformance with the approved plans and specifications as reviewed and approved by City Council and the State Historic Preservation Officer and the State Office of Historic Preservation. Project acceptance and filing the Notice of Completion allows for the project to be filed and closed out.

BUDGET IMPACT:

Filing of the Notice of Completion will not have a budget impact. The project was previously funded with CCHE grant funds that were identified as part of the City's budgeting process for Fiscal Year 2012-2013.

ATTACHMENT:

A. Notice of Completion

EXEMPT FROM RECORDING FEES PER GOVT
CODE SECTION 6103

ATTACHMENT "A"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of San Fernando

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

Space Above This Line Reserved For The Recorder's Use

NOTICE OF COMPLETION

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

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** City Permit #BS1301402, Lopez Adobe Rehabilitation Project (Phase II) regarding historic rehabilitation of Lopez Adobe building and site at 1100 Pico Street in the City of San Fernando, CA, CDBG Project No. 600941, CCHE Grant Agreement No. 07-B4-27
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, state of California, and is described as: Lopez Adobe building and site located at 1100 Pico Street, San Fernando, CA 91340 at the southwest corner of Pico Street and South Maclay Avenue
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on June 30, 2013
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** Access Pacific Incorporated (c/o Tomas Torres), 28 North Marengo Avenue, Pasadena, CA, 91101
8. **DECLARATION:** I, Donald E. Penman, duly appointed Interim City Manager of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Donald E. Penman, Interim City Manager
City of San Fernando, California
(City Seal)

Date

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this _____, by Donald E. Penman, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Elena G. Chávez, Notary Public

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: August 19, 2013

SUBJECT: Award of Contract – LNI Custom Manufacturing, Inc. for Wayfinding Signs

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$125,600 from LNI Custom Manufacturing, Inc., for the manufacturing of wayfinding signs;
- b. Authorize the City Manager to execute a Construction Contract with LNI Custom Manufacturing, Inc., in an amount not to exceed \$125,600 (Attachment “A”); and
- c. Adopt Resolution No. 7557 amending the Fiscal Year (FY) 2013-14 City budget to appropriate \$11,000 from Fund 11-Highway Users Tax (HUTA) to cover the cost of manufacturing the wayfinding signs (Attachment “B”).

BACKGROUND:

1. On June 18, 2013, City staff met with Fuel Creative Group, Inc., to perform a field study and discuss locations of new wayfinding signs.
2. On July 15, 2013, the project was discussed at a City Council study session.
3. On July 29, 2013, the Public Works Department published a Notice of Inviting Bids (NIB) to manufacture wayfinding signs.
4. On August 12, 2013, the City received two bids in response to an NIB for Wayfinding Signage Program.

ANALYSIS:

Contractor/Manufacturer Selection

Per Public Contract code procedures, staff is recommending an award of contract to LNI Custom Manufacturing, Inc., to manufacture the wayfinding signs for this project. Manufacturing of the signs will take approximately 30 calendar days after which installation of the signs can commence. However, due to the bid amount submitted, the City Council must also approve additional funds in the amount of \$11,000 to resolve a grant fund shortfall for the project. Staff recommends that Fund 11-HUTA be used as the additional funding source as shown in the chart below.

REVENUE		
Grant Award	\$99,000	
Fund 11 (HUTA)	\$11,000	
		\$110,000
EXPENSES		
Design Services	\$15,000	
Contract Award	\$125,600	
Contract Award - Change Order	-\$30,600	
		\$110,000

The bid amount for the prefabrication of 44 signs as provided by the bidder is \$125,600. This bid amount exceeds the amount of grant funds budgeted in FY 2013-14 for this project. The Housing and Urban Development (HUD), Economic Development Initiative (EDI) grant award is \$99,000. Design work associated with this project through Fuel Creative Group, Inc. has already been allocated in the amount of \$15, 000.

In addition, upon approval of the award of contract, staff will issue a change order as allowed for in the Standard Specifications for Public Works Construction to reduce the scope of work in an amount of \$30,600 or not more than 25% of the proposed bid amount. Staff recommends that a number of Wayfinding Signs 1 and 2 be eliminated from the scope of work as part of the change order (Attachment "C"). The change order will reduce the number of signs ordered from 44 to 33. The larger signs including all of the parking signs would remain in the scope of work.

Installation

Originally, the plan was to also contract for the installation of the signs which would add an additional amount to the project estimated at \$20,000. It was expected that a contractor could install the signs within 30 days. However, in order to reduce costs for the project it is now recommended that City staff install the signs over a period of approximately three months. City staff needs more time to install the signs due to other ongoing work assignments.

Award of Contract – LNI Custom Manufacturing, Inc. for Wayfinding Signs

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Other Options

If the City Council prefers not to reduce the contract scope and order all of the signs as included in the City bid packet, the additional funds needed would instead be \$30,600. Staff would recommend Fund 11-HUTA also be used as the additional funding source.

Also, if the City Council prefers to have the signs installed within a shorter period of time additional alternate funds would need to be approved for an estimated cost of \$20,000.

Finally, if the City Council prefers not to allocate any additional funds for the project, funds would only be reimbursed for the design work portion which could be used for future sign installations and the sign fabrication will not move forward.

CONCLUSION:

Staff recommends an award of contract to LNI Custom Manufacturing, Inc., for manufacturing of signs for the wayfinding project. In addition, staff recommends that additional funds be allocated in Fund 11-HUTA in the amount of \$11,000 to support the total project cost. Regarding installation, staff recommends that City staff install the signs over an extended period of time.

BUDGET IMPACT:

Per staff's recommendation a budget amendment to the FY 2013-14 in Fund 11-HUTA in the amount of \$11,000 is needed.

ATTACHMENTS:

- A. Contract/Agreement
- B. Budget Amendment
- C. Signage Design Styles

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

THIS AGREEMENT, made and entered into this _____ day of _____, 201____, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ LNI Custom Manufacturing, Inc.
"CONTRACTOR."

WITNESSETH:

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

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Specifications **Job No. 7582**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, Wayfinding Signage Program Package and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Wayfinding Signage Program - Manufacturing
_____(the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of One Hundred Twenty-Five Thousand Six Hundred Dollars and No Cents (\$ 125,600).

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

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

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

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

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

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

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

CONTRACTOR

BY _____

(Title)

BY _____

CITY OF SAN FERNANDO
A Municipal Corporation

DON PENMAN
INTERIM CITY MANAGER

ATTEST:

CITY CLERK OF THE CITY OF
SAN FERNANDO

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF
SAN FERNANDO

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of One Hundred Twenty-Five Thousand Six Hundred Dollars and No Cents (\$ 125,600) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ .

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____ 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____ .

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, LNI Custom Manufacturing, Inc. as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of One Hundred Twenty-Five Thousand Six Hundred Dollars and No Cents (\$ 125,600) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ .

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____ .

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that LNI Custom Manufacturing, Inc.
AS PRINCIPAL, hereinafter called Contractor, and _____, licensed and
domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly
bound unto City of San Fernando as Obligee, hereinafter called Owner, in the amount of One
Hundred Twenty-Five Thousand Six Hundred Dollars and No Cents (\$ 125,600) for
the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ as Contractor, has by written agreement dated _____
_____, 201____, entered into a contract with Owner for _____
_____ in accordance with Drawings and Specifications contained in a written
and executed contract, which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in
force for a period of one year(s) after the date of the notice of completion and which shall
be conditioned to guarantee against all defects in workmanship and materials which shall
become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder, arrange
for a contract between such bidder and Owner, and make available as work progresses
(even though there should be a default or a succession of defaults under the contract or
contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price, but not exceeding, including other costs
and damages for which the Surety may be liable hereunder, the amount set forth in the
first paragraph hereof. The term "balance of the contract price," as used in this
paragraph, shall mean the total amount payable by Owner to Contractor under the
Contract and any amendments thereto, less the amount properly paid by Owner to
Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;
2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____ .

ATTACHMENT "B"**RESOLUTION NO. 7557****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2013-14 ADOPTED ON JULY 1, 2013**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2013-14, commencing July 1, 2013, and ending June 30, 2014; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2013.

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

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

Fund 11- HUTA:

Increase in Expenditures:	\$11,000
Decrease in Revenues:	\$0

PASSED, APPROVED, AND ADOPTED this 19th day of August, 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 19th day of August, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "C"

City of San Fernando

WAYFINDING SIGNAGE PROGRAM

FUEL Creative Group
Sacramento, CA

Date Issued: 6/25/13

Latest Revision: 8/1/13



Installation Notes:
Use new pole.



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591
fuelcreative@oup.com

Project:
City of San Fernando
Wayfinding

Client:
City of San Fernando
Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

08/19/2013 10:28 AM
C:\Users\Steve\Documents\Wayfinding\Wayfinding_San Fernando\Wayfinding_San Fernando.dwg
Plot Date: 08/19/2013 Plot Time: 10:28 AM Plot By: Steve W.

WF1-S3
Wayfinding 1
Schedule 3
06.03

Installation Notes:
Mount on new pole.



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591
fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

Client:
City of San Fernando

Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

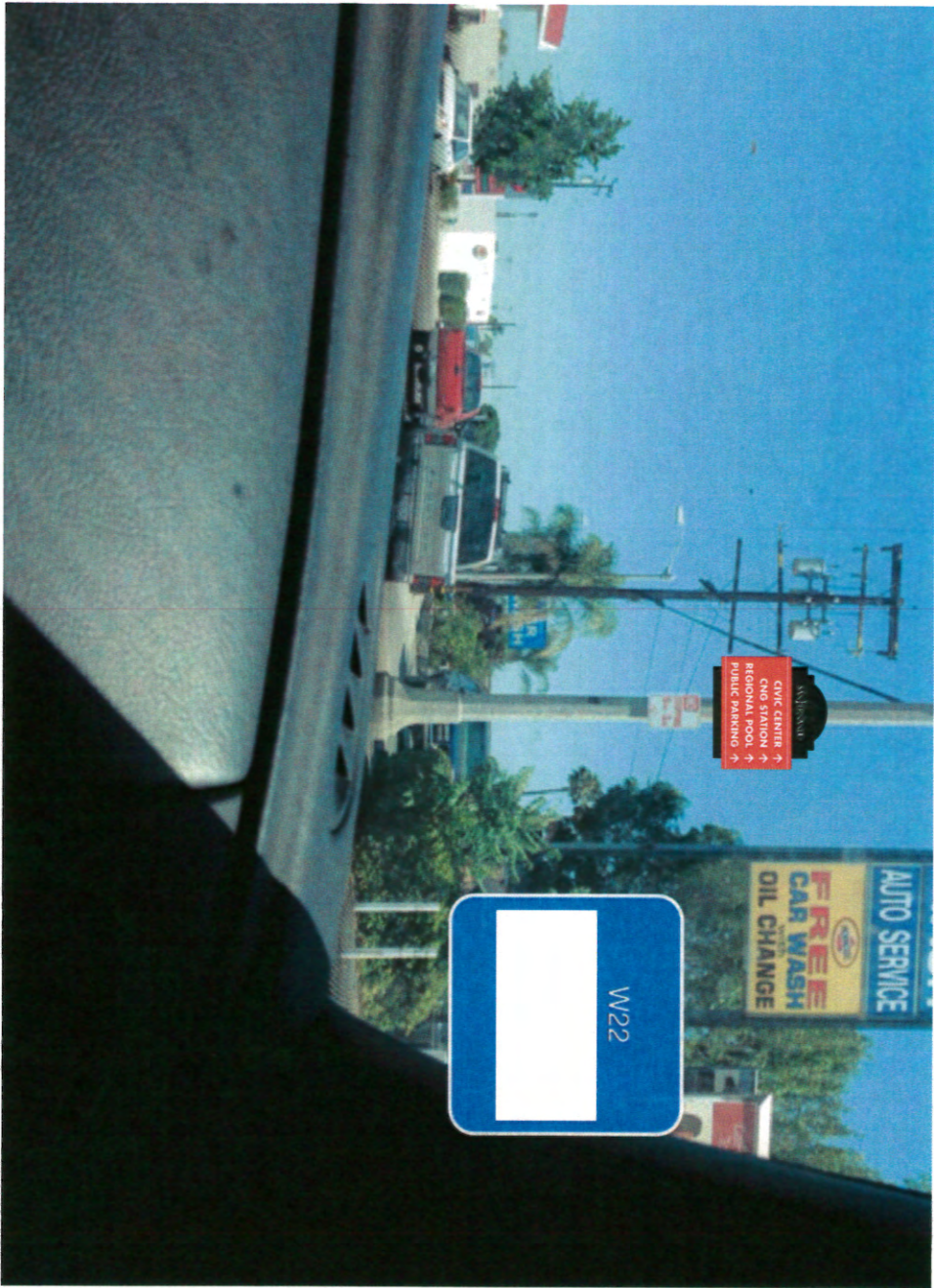
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WF1-S11
Wayfinding 1
Schedule 11

06.11



Installation Notes:
Mount on existing pole above parking sign.



2321 P Street, Second Floor
Sacramento, CA 95816
916-659-1591
fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

Client:
City of San Fernando

Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:

R1, 6-25-13	SW
R2, 7-24-13	SW
R3, 8-1-13	SW

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WF1-S13
Wayfinding 1
Schedule 13

06.13

Installation Notes:
Mount on existing pole. Field locate.



2321 P Street, Second Floor
Sacramento, CA 95816
916-659-1591
fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

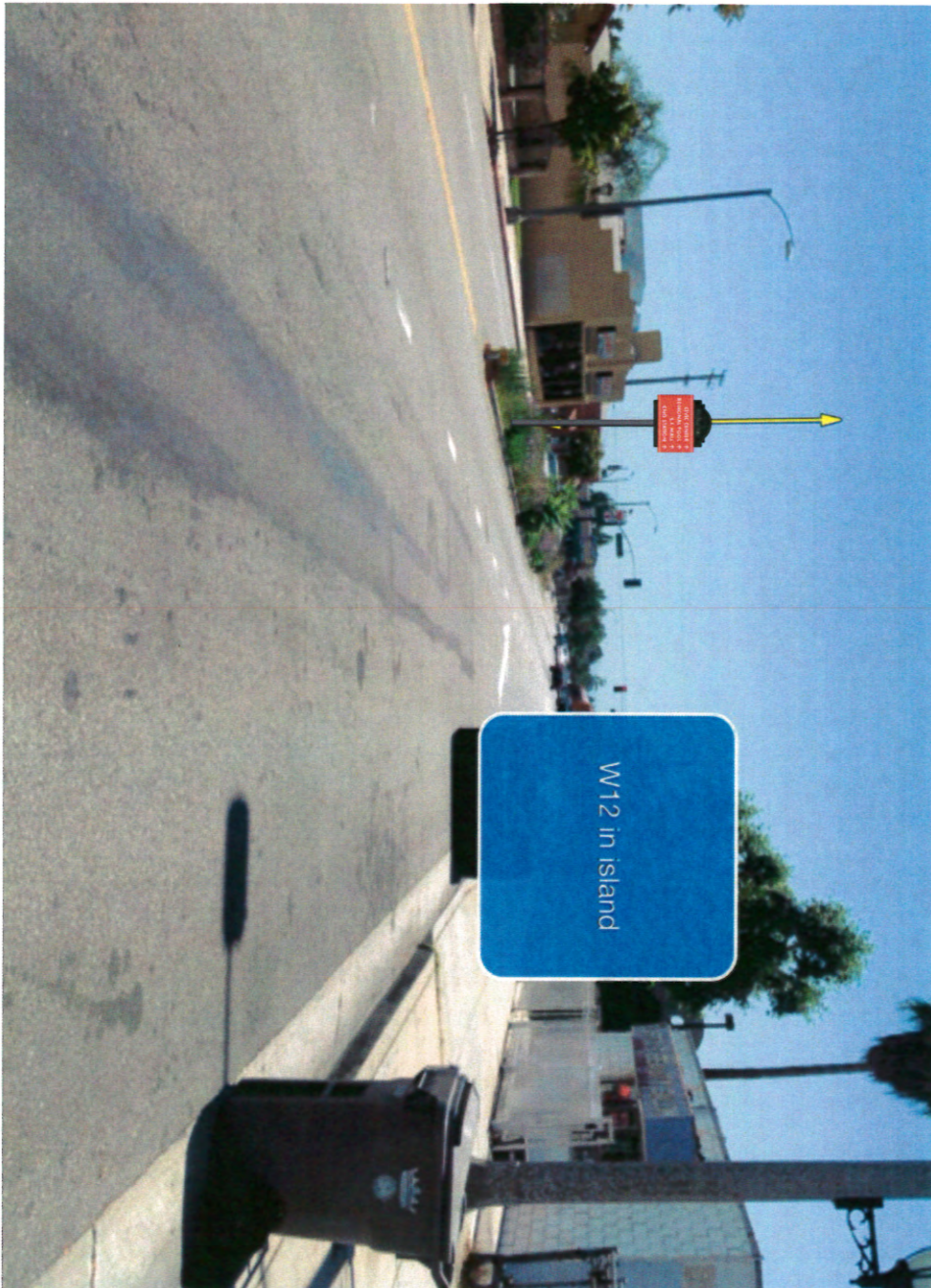
Client:
City of San Fernando
Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

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SYSTEMS.

WF1-S18
Wayfinding 1
Schedule 18
06.18



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591

fuelcreativigroup.com

Project:
City of San Fernando
Wayfinding

Client: City of San Francisco

Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Steve W.

Revisions:

R1.	6-25-13	SW
R2.	7-24-13	SW
R3.	8-1-13	SW

WF1-S20
Wayfinding 1
Schedule 20

Wayfinding 1 Schedule 20

06.20

Installation Notes:
Mount on new pole.



2321 P Street, Second Floor
Sacramento, CA 95816
916-659-1591
fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

Client:
City of San Fernando
Designer:
FUEL Creative Group

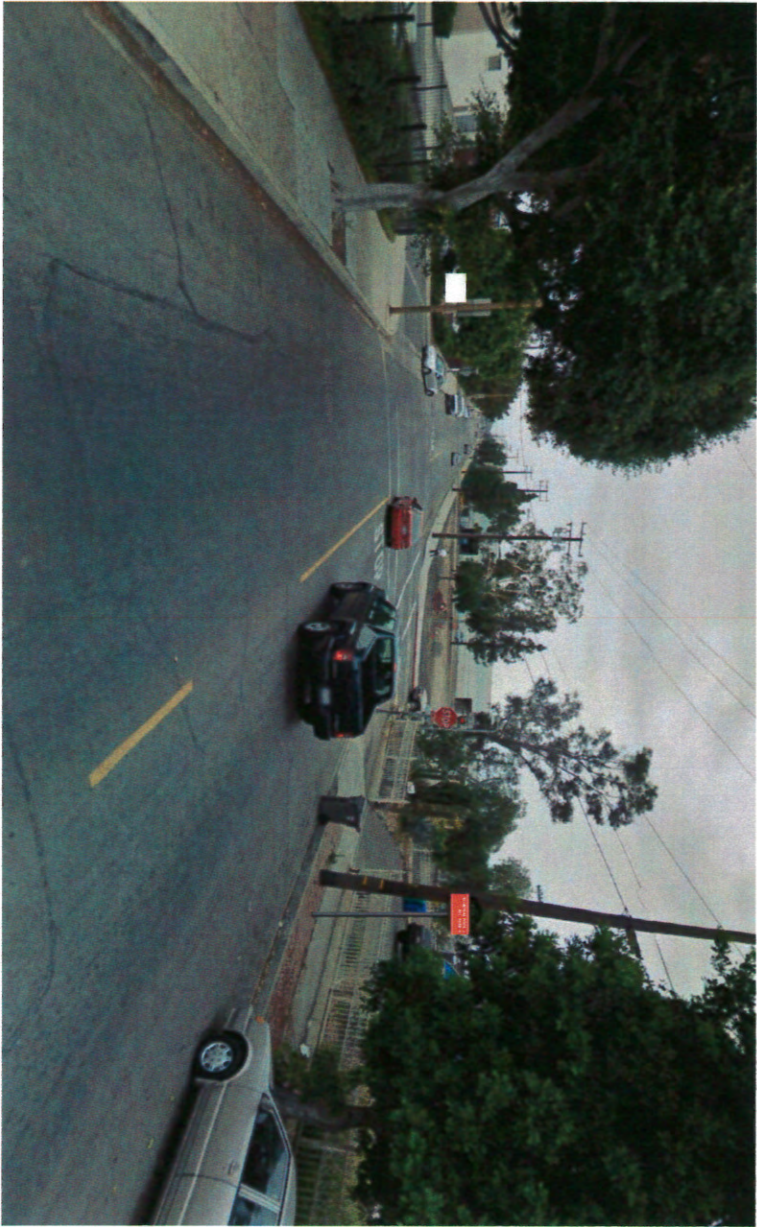
Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

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WF1-S25
Wayfinding 1
Schedule 24
06.25

Installation Notes:
Mount on new pole.



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591

fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

Client:
City of San Fernando

Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

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WF2-S1
Wayfinding 1
Schedule 24
07.01



Installation Notes:

Mount on new pole. Position where trolley sign is and mount trolley sign to this pole.



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591
fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

Client:
City of San Fernando
Designer:
FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

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ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT
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Installation Notes:
Mount on existing pole.



PUBLIC PARKING ←



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591
futuracreativegroup.com

Project:
City of San Fernando
Wayfinding

Client:

City of San Fernando

Designer:

FUTU Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

10/15/13 10:00 AM - 10/15/13 10:00 AM
10/15/13 10:00 AM - 10/15/13 10:00 AM
10/15/13 10:00 AM - 10/15/13 10:00 AM
10/15/13 10:00 AM - 10/15/13 10:00 AM

WF3-S1
Wayfinding 3
Schedule 1
08.01



Installation Notes:

Mount on existing pole. Move one-way sign below new sign.



2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591
fuelcreativegroup.com

Project:
City of San Fernando
Wayfinding

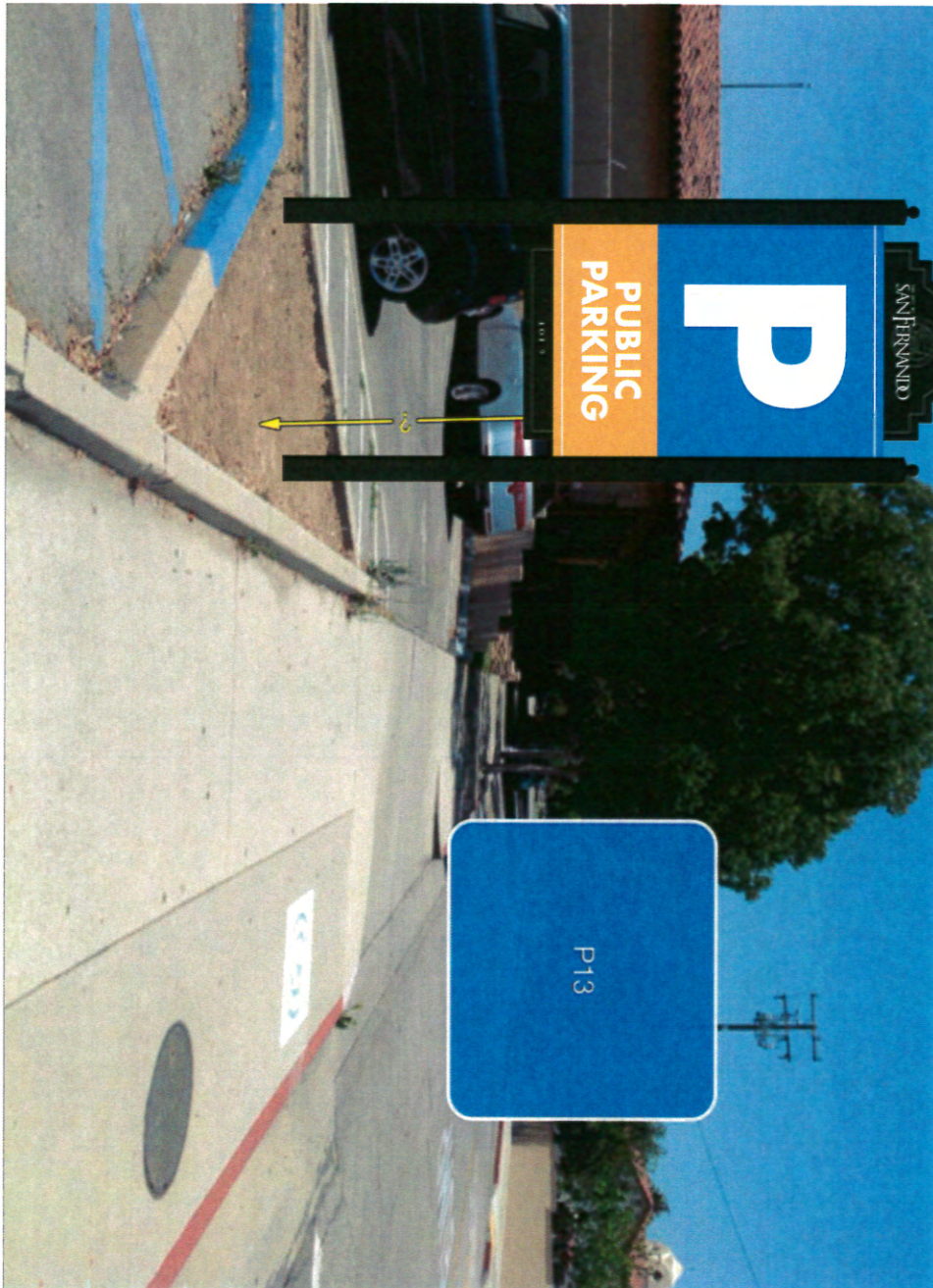
Client:
City of San Fernando

Designer:
FUELL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

Revisions:
R1. 6-25-13 SW
R2. 7-24-13 SW
R3. 8-1-13 SW

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2321 P Street, Second Floor
Sacramento, CA 95816
916-669-1591

fuelcreativegroup.com

Project:

City of San Fernando
Wayfinding

Client:

City of San Fernando

Designer:

FUEL Creative Group

Date Issued: 6-25-13
Drawn By: Steve W.

6-25-13
Steve W.

Revisions:

R1.	6-25-13	SW
R2.	7-24-13	SW
R3.	8-1-13	SW

PK2-S4
Parking Lot ID—Small
Schedule 4

10.04

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Manager
By: Rafaela King, Interim Finance Director

DATE: August 19, 2013

SUBJECT: Adoption of Annual Resolution Required by County Regarding City's Obligation to the California Public Employees' Retirement System (PERS) for Fiscal Year (FY) 2013-2014

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7558 (Attachment "A") that will establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System (PERS), which is estimated at \$2,545,440 for FY 2013-2014, and fix the property tax rate for FY 2013-2014 at \$0.256543 per \$100 of assessed valuation and levies that tax rate upon all taxable property in the City.

BACKGROUND:

1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System (PERS) for the retirement benefits of City employees. This system has remained unchanged even after Proposition 13 was passed in the late 1970's.
2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorizes local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978.
3. For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each \$100 of assessed value of all property in the City subject to taxation (Resolution No. 5252, Adopted August 18, 1982).

Page 2

4. For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each \$100 of assessed value of all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983).
5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in either FY 1982-1983 or FY 1983-1984.

Section 96.31 further provides a cap or maximum on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City of San Fernando adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.

6. In order to pay for the dramatic increases in the City's PERS obligation for FY 2004-2005, the City increased the rate to the maximum amount allowed of \$0.28420 from \$0.184199 (which is the rate it had been for the previous eight fiscal years).
7. On November 7, 2005, the City Council adopted Ordinance No. U-1568 which lowered retirement costs to the City by creating two tiers of benefits (3% @ 60 for employees hired before November 12, 2005 and 2% @ 55 for employees hired after this date). In addition, the Ordinance decreased the annual cost of living adjustment for retirees from 5% to 3% which was applicable to employees hired after November 12, 2005.
8. After the close of the budget for FY 2009-2010, union groups representing the miscellaneous employees, conceded in paying a portion of the retirement cost, up to 50% of the employee portion. In a similar fashion, the management group's union also conceded a similar 50% contribution toward the employee portion of the retirement costs. Collectively, these concessions, over time, will help to relieve the burden on the City to cover retirement cost which increased due to the overall economic condition.
9. During FY 2008-2009 through 2011-2012, the U.S. housing market was devalued across the country. This resulted in the Assessed Valuation of land and property in the City of San Fernando declining from \$942,476,270 in FY 2008-2009 to \$850,096,051 in FY 2011-2012. During FY 2011-2012, all of the city union groups have also agreed to pay 50% of the employee portion of retirement cost. For FY 2012-2013, assessed values have somewhat stabilized and are projected at \$832,128, 410.
10. During the budgeting process for FY 2013-2014, it came to the City's attention that we could no longer charge the health care benefits of the retired employees and other retirement costs to the Retirement Fund. As such, for FY 2013-2014, the City transferred these cost to the

Adoption of Annual Resolution Required by County Regarding City's Obligation to the California Public Employees' Retirement System (PERS) for Fiscal Year (FY) 2013-2014

Page 3

General Fund which has reduced the amount needed to cover the retirement expenses. For FY 2013-2014, assessed values are projected at \$884,612,477,

ANALYSIS:

Each year at this time, the City needs to establish the amount that is to be raised from property taxes to cover the City's obligation to PERS, and to fix the tax rate in order to raise the necessary amount of money. The funds raised pursuant to this property tax provide for a portion of the City's retirement expenses, except for Social Security taxes, which are funded with other City General Fund resources. Since FY 2005-2006, all Special, Enterprise and Redevelopment Agency funds have been paying their respective share of PERS expenditures; this was necessary because the amount raised from taxation was not sufficient to cover the City's entire obligation to PERS.

Pursuant to California Revenue and Taxation Code Section 96.31, the City is authorized to impose a maximum tax rate of \$0.28420 per \$100 of assessed valuation of all taxable property in the City, which was the property tax rate imposed by the City in FY 1982-1983. The City has maintained the same maximum tax rate since FY 2004-2005 due to the high cost of retirement expenditures that are incurred on an annual basis. Although PERS rates and costs have not decreased for FY 2013-2014, due to the reduction of expenditures allowed to be recovered by the imposed tax, the City is able to generate sufficient revenues to offset the estimated costs at a reduced rate. This will be the first time in several years the rate will be set at less than the maximum allowed. The City is imposing a rate of \$0.256543, (see Exhibit "1" to the attached Resolution). This will be a 9.75% reduction from the prior year rate of \$0.2842.

The Los Angeles County Auditor Controller requires that the City Council approve a Resolution establishing the new tax rate on an annual basis. This information must be submitted before August 22, 2013, to allow the levy to be placed on the current tax bills.

CONCLUSION:

Adoption of the attached Resolution will fix the property tax rate at \$0.256543 and will allow the City to fulfill a portion of the annual obligation to PERS, which is estimated at \$2,545,440 for FY 2013-2014.

ATTACHMENT:

- A. Resolution

ATTACHMENT "A"**RESOLUTION NO. 7558**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2013-2014 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946

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

SECTION 1: On April 9, 1946, the voters of the City of San Fernando ("City") approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System ("PERS") for the retirement benefits of City employees.

SECTION 2: California Revenue and Taxation Code Section 96.31(a) provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in FY 1982-1983 or FY 1983-1984. Revenue and Taxation Code Section 96.31(b) provides that the tax rate imposed by a jurisdiction pursuant to Section 96.31(a) may not exceed the rate imposed by that jurisdiction in FY 1982-1983 or FY 1983-1984.

SECTION 3: For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5252). For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5326). Pursuant to California Revenue and Taxation Code Section 96.31(b), the City is authorized to impose a maximum tax rate of \$0.28420 for each \$100 of assessed property value, which is the property tax rate imposed by the City in FY 1982-1983.

SECTION 4: As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$2,545,440 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2013-2014.

SECTION 5: Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2013-2014 at \$0.256543 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

SECTION 6: The City Clerk is directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution, together with a statement of the tax rate fixed herein.

SECTION 7: The City Clerk shall certify to the adoption to this Resolution, which shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of August, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of August, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "1"**CITY OF SAN FERNANDO****Fiscal Year 2013-2014 Calculation of Property Tax for City's Obligation
to the California Public Employee's Retirement System**

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax area 240.01, as well as the fixed base valuations for each Successor Agency project area.

Assessed Valuation General City Area (240.01)	\$884,612,477.00
Successor Agency Fixed Base	\$107,596,117.00
Total Retirement Assessed Valuation	\$992,208,594.00
Estimated Retirement Cost (FY 2013-2014 Budget)	\$2,545,440.00
Plus Prior Year Shortfall	\$0.00
Funding Required (FY 2013-2014)	\$2,545,440.00
Funding Rate (\$2,545,440 - Funding Required divided by \$992,208,594 - Total Retirement Assessed Valuation)	\$0.256543
Maximum Funding Rate Allowed*	\$0.284200
*The Funding Rate required is \$0.256543; The City is only authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.	

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POLICE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: August 19, 2013

SUBJECT: Consideration, Discussion, and Possible Approval of the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) Joint Powers Agreement (JPA) and Amendment

RECOMMENDATION:

It is recommended that City Council:

- a. Adopt Resolution No. 7555 (Attachment “A”) approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement (LA IMPACT JPA) (Exhibit “1” to Attachment “A” – Contract No. 1720) authorizing the City’s membership in LA IMPACT, and authorizing the Interim City Manager to execute the JPA Agreement; and
- b. Adopt Resolution No. 7556 (Attachment “B”) approving an amendment to the LA IMPACT JPA (Exhibit “1” to Attachment “B” – Contract No. 1720(a)), and authorizing the Interim City Manager to execute the JPA Amendment

BACKGROUND:

On July 1, 1991, the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) was inaugurated as a compilation of numerous Federal, State and local Law Enforcement agencies in Los Angeles County whose primary focus is to investigate major crimes, with an emphasis on dismantling mid to major level drug trafficking organizations. The task force was founded by the Los Angeles County Police Chiefs’ Association, who currently act as the Board of Directors.

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ANALYSIS:

Although LA IMPACT's primary area of expertise is narcotic enforcement, the task force is known for its surveillance capabilities and possesses the most extensive surveillance resources in California. LA IMPACT has specialized proficiency in the following areas: major drug trafficking organizations, money laundering, clandestine laboratory investigations, transportation and parcel interdiction, and gang enforcement. LA IMPACT is the primary clandestine laboratory response team for Los Angeles County.

Through its wide range of abilities and expertise, LA IMPACT is one of the most prolific, innovative and progressive crime task forces in the country. Many of the task force members are seasoned investigators from a myriad of different disciplines who possess expertise outside the realm of narcotic enforcement. This enables LA IMPACT to provide a diverse range of investigative services in the areas of property crimes, financial crimes, and crimes against persons, in addition to narcotic enforcement during times of mutual aid by requesting entities.

Although the mission of LA IMPACT is to address drug trafficking, Los Angeles County is considered by many to be the epicenter of street gang activity and has been plagued by the threat of gang violence and illegal drug activity for many years. As gang memberships have multiplied and crossed jurisdictional lines, rivalries have developed resulting in an escalation of violence. Gangs and drugs are two words that are synonymous. Control of the drug sales in a specific geographic area is very critical to a gang. Therefore, LA IMPACT has taken an aggressive enforcement approach and investigates gangs as a Criminal Organization by identifying the gang leaders and its hierarchy in an attempt to disrupt and ultimately dismantle the criminal organization.

Decision to Form a Joint Powers Authority

In 2005, the California Court of Appeal issued a decision stating that LA IMPACT, though not intended by member agencies to be a separate public entity, was, in fact, a local public agency whose Board of Directors meetings are subject to the open meeting requirements of the Ralph M. Brown Act.

Additionally, LA IMPACT was sued in two civil lawsuits involving claims by former non-sworn contract employees. While both lawsuits were settled in the summer of 2009, the current MOU does not provide a formal mechanism to address the question of, when litigation is commenced against LA IMPACT, whether LA IMPACT or member agencies are required to fund the defense of the litigation and any settlement or judgment that may result.

In light of the Court of Appeal's 2005 decision and the two lawsuits against the task force, the Board of Directors believes that operating under the informal arrangement of an MOU is no longer prudent, and that it would be in LA IMPACT's and its members' best interests to formally organize itself as a Joint Powers Authority governed by an Agreement that explicitly addresses these and other issues of legal concern.

Consideration, Discussion, and Possible Approval of the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) Joint Powers Agreement (JPA) and Amendment
Page 3

In June 2012, to further indemnify its members, per Government Code section 6522, the Authority created the attached Amendment to protect, defend, indemnify, and hold free and harmless the Members and Associate Members, their respective elected and appointed boards, officials, officers, agents, volunteers and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by Staff arising from any alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

CONCLUSION:

The Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) has formally organized itself as a Joint Powers Authority. In taking steps to continue ongoing benefits of membership within LA IMPACT and opportunities to help shape the policies of LA IMPACT going forward, the City may join the LA IMPACT Authority.

Through LA IMPACT membership, the City will benefit in access to funding for Post-release Community Supervision / AB 109 Realignment enforcement operations in partnership with other member agencies.

In light of the benefits of membership and opportunities to support City Council strategic planning goals to ensure public safety and maintaining fiscal responsibility, staff recommends the City adopt the Resolution and participate in the JPA.

BUDGET IMPACT:

None, there is no impact to the budget. Membership in the JPA provides the City access to \$90,000 in overtime compensation funding from the Post-release Community Supervision / AB 109 Realignment Program for police enforcement efforts.

ATTACHMENTS:

- A. Resolution No. 7555
- B. Resolution No. 7556

ATTACHMENT "A"**RESOLUTION NO. 7555****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVING THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE JOINT POWERS AGREEMENT (LA IMPACT JPA), AUTHORIZING THE CITY'S MEMBERSHIP IN LA IMPACT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE JPA AGREEMENT**

WHEREAS, the City of San Fernando recognizes the need for a regional crime task force with specialized proficiency in the area of surveillance to effectively investigate major crimes, with an emphasis on narcotics enforcement; and,

WHEREAS, the City of San Fernando currently participates in the Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) and supports the concept of formally organizing LA IMPACT as a Joint Powers Authority to clarify the rights and duties of the LA IMPACT members and to provide LA IMPACT with legal standing as an entity with its own; and,

WHEREAS, the Joint Powers Agreement (JPA), creates an Authority to coordinate a county-wide multi-jurisdictional crime task force; and

WHEREAS, the City of San Fernando desires to become a member of the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA Impact) Authority created thereto.

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

1. Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code §6500 et. seq., the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) Joint Powers Agreement, attached hereto and incorporated herein (Exhibit "1"), is approved, thereby authorizing the City's membership in the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority; and

2. The Interim City Manager is authorized and directed to execute the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority (LA IMPACT) Joint Powers Agreement to effectuate the intent of this Resolution.

3. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or his duly appointed deputy is directed to attest thereto.

4. This Resolution is effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of August, 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 19th day of August 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "1"**CONTRACT NO. 1720**

**JOINT POWERS AGREEMENT FOR
LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION
CRIME TASK FORCE
(L.A. IMPACT)**

This Agreement is executed by and among those public agencies, duly organized and existing, which are parties signatory to this Agreement. All such public agencies, hereinafter each called a Member, shall be listed in Exhibit A to the Agreement. This Agreement is dated _____, 2011 for reference purposes.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

WHEREAS, the Members have and possess the power and authorization to organize and establish a consolidated law enforcement task force to address criminal justice issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues and for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq. (the "Act"), to enter into this Agreement.

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

**ARTICLE 1
DEFINITIONS**

"Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq.

"Authority" shall mean the LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT) created by this Agreement.

"Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 hereof.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement.

"Controller" shall mean the chief financial officer designated with the primary responsibility for financial accounting and reporting.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as it may be amended from time to time.

"Member(s)" means any public agency as the term "public agency" is defined by Section 6500 of the Joint Powers Law, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Joint Powers Law by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2 PURPOSES

2.01 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include promoting coordinated law enforcement efforts and facilitating the integration, investigation and sharing of criminal justice information, data, and issues in the manner set forth in this Agreement.

2.02 The Authority is intended to promote coordinated law enforcement efforts, and to address emerging criminal justice issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all law enforcement and prosecutorial agencies, and promoting the safety of both police personnel and the public, accomplished in an effective manner within constitutional guidelines, including but not limited to:

a) Target, investigate, and cause to be prosecuted individuals who organize, direct, finance, or otherwise engage in drug trafficking enterprises or money laundering, placing a high priority on those subjects engaged in the importation of drugs and to interdict such illicit supply lines and seize their drugs.

b) Identify, cause to be prosecuted and ultimately cause to be convicted drug traffickers and to seize assets derived through drug trafficking through the effective methods of a task force approach.

c) Use short and long term investigations to focus on the eradication of criminal activity within street gangs by extracting the criminal hierarchy and disrupting the organizational flow of street gangs.

d) Assist Members or Associate Members, when requested, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

e) Assist non-Member agencies, when requested and with the approval of the Executive Director or designee, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

f) Apply for grants and implement programs to address issues of narcotics, terrorism and Homeland Security.

ARTICLE 3 PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 Each Member, as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and with such other public agencies as later may be added as parties to this Agreement.

3.02 This Agreement shall become effective, and the Authority shall come into existence, when the following event occurs (the "Effective Date"):

a) This Agreement is authorized and executed by not less than ten (10) public agencies; and

b) Forty-five days has elapsed after the authorization and execution by not less than ten (10) public agencies.

3.03 The Board shall also designate a period, which shall be not less than 180 days after the Bylaws are adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any

Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) days of adoption of the Bylaws. The notice shall include a copy of the adopted Bylaws and a statement of the extent and type of liability coverage which the Authority can obtain. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.03. After expiration of said stated time period, any Member may withdraw from the Authority in accordance with Article 16 hereinbelow.

ARTICLE 4 ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

a) State that the public agency is an Associate Member of the Authority.

b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between law enforcement agencies to carry out the stated purposes of the Authority; and/or (ii) to contribute law enforcement personnel, who shall remain under the general direction and control of the respective Associate Member agency to which they belong, to the Authority to assist in carrying out the activities of the Authority.

c) Restrict the powers and obligations of such public agency with respect to the Authority to those enumerated in this Article 4;

d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;

e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and

f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors.

ARTICLE 5 POWERS

5.01 The Authority shall possess in its own name, and the Members delegate to it, the following enumerated powers:

a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment,.

b) To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity, in accordance with applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.

c) To sue and be sued in its own name.

d) To apply for appropriate grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.

f) To appoint committees, adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.

g) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.

h) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.

i) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities

of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Said overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

j) To purchase equipment with prior approval by the Executive Director and pursuant to a purchasing policy adopted by the Board of Directors in accordance with Section 5.04.

k) To distribute proceeds from asset forfeiture seizures to Members, and to Associate Members as applicable, in accordance with rules and formula specified in the Bylaws and applicable Federal and State law.

l) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.

m) To invest and manage Authority funds, by and through the Treasurer, in accordance with State law.

n) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.

o) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act.

5.02 Each Member expressly retains all rights and powers to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own criminal justice needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such investigations, equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.03 Each Member expressly retains all rights and powers to use other funds or funding sources to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their criminal justice needs.

5.04 Pursuant to and to the extent required by Government Code Section 6509, including the power to contract, the Authority shall be restricted in the exercise of

its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers; provided that, if the City of Los Angeles shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Long Beach.

ARTICLE 6 ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the President of the Los Angeles County Police Chiefs Association, the Police Chief of the city law enforcement agency of each Member city, the Los Angeles County Sheriff, and any designated representative of any Federal or State agency which is a Member. The Police Chief of the City of Los Angeles and the Los Angeles County Sheriff may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board, including but not limited to any Federal or State agency which is a Member. The Board of Directors may allow for an alternate of the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

- a) The withdrawal or removal of the Member from the Authority;
- b) The death or resignation of the Director;
- c) The Authority's receipt of written notice from the Member that the Director is no longer qualified as provided in Section 6.01 of this Article.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the employing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

- a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.

b) The Board shall form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification or disapproval, by the Board at its discretion.

c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board.

d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement.

f) The Board shall develop the rules and formula for the distribution of proceeds from asset forfeiture seizures, consistent with applicable Federal and State law, to its participating Members and Associate Members which are reasonably related to each such participant's contribution of personnel and/or participation in the activities of the Authority.

g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to adopting contracting and purchasing rules and regulations, in accordance with Section 5.04, internal financial controls, personnel rules and regulations, and similar rules and regulations consistent with State law governing public agencies.

h) Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

ARTICLE 7 MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in

the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However, less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Member of the Board shall have one vote.

ARTICLE 8 EXECUTIVE COMMITTEE

8.01 The Board shall establish an Executive Committee which shall consist of a total of thirteen (13) Directors selected from the Board, which shall include the President of the Los Angeles Police Chiefs Association, the Sheriff of the County of Los Angeles or his/her designee (provided such designee shall be at an executive command level) and the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee shall be confirmed and approved by the Board of Directors, and, with the exception of the President of the Los Angeles County Police Chiefs Association, must be a Member with personnel assigned to the taskforce.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9 OFFICERS

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every other Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10 COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11 LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The Authority shall acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Section 14.06 below.

ARTICLE 12 STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director shall be a peace officer employed by one of the Members or Associate Members of the Authority and shall have obtained senior law enforcement management rank that will provide a range of operational capability to the Authority.

b) Legal Counsel. With the approval of the Board, legal counsel shall be provided by one or more Member agencies to serve as general counsel ("General Counsel") to the Authority, except to the extent that among those agencies, conflicts of interest prevent such representation. The specific and ongoing duties of General Counsel may be rotated, as determined among those agencies, and shall be on a voluntary basis at no cost to the Authority. However, nothing in this Agreement shall prevent or be construed to prevent the Authority from seeking and engaging legal counsel from a private legal firm to handle any matter, subject to the approval of the Executive Committee.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 Treasurer and Controller. Pursuant to Section 6505.5 of the Act, the City of La Verne Treasurer and Controller are hereby designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 Compensation. With the exception of payments to the City of La Verne for work performed by the Treasurer and Controller, per a written agreement

approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, Treasurer, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12. The Authority shall consider the services of such personnel as part of a formula for the purpose of the distribution of proceeds from asset forfeiture seizures as provided in Section 5.01(k) to the contributing Member or Associate Member, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

ARTICLE 13 BUDGET, OPERATING FUNDS, AND AUDITS

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board. The Executive Director may apply for and receive and use credit cards for the sole purpose of conducting Authority business in accordance with written rules and regulations adopted pursuant to AB 1234.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board.

13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. Said books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect said books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for the overtime of sworn personnel and/or for salary, benefits and overtime of non-sworn personnel contributed for administrative support as authorized by Section 5.01(i) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis, listing case reference numbers for submission in a timely manner to the individual's contributing agency.

ARTICLE 14 INDEMNIFICATION AND INSURANCES

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. The Authority Obligations shall not constitute debts, liabilities and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance

coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Except as provided in Section 18.05, each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the Member who is performing Authority law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk

management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

ARTICLE 15 MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.

b) To consider proposed amendments to this Agreement as set forth in Article 18.

c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.

d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out crime prevention programs as determined by the Board.

ARTICLE 16 ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with law enforcement departments and federal and California law enforcement agencies may become Members of the Authority

upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Executive Director shall file a notice of this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by Government Code Section 6503.5. Upon any change in membership, the Executive Director/Secretary shall file a notice of such change of membership within 10 days of its effective date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

a) A Member may withdraw as provided and in accordance with Section 3.03 of this Agreement.

b) After the expiration of the period provided in Section 3.03, a Member may withdraw as follows:

(1) Effective Date of Withdrawal for a Member or Associate Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director. This 60-day period will provide for the timely transfer of assignments and the selection of replacement personnel.

2) Disposition of Assets Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will receive its allocation of assets, including asset forfeiture funds, accrued until the date of withdrawal. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member.

16.04 The Board of Directors may terminate membership of any Member or Associate Member upon majority vote of the entire Board, upon the effective date set by the Board.

ARTICLE 17 DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations

and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

- a) The written consent of two-thirds of the Board of Directors; and
- b) Full satisfaction of all outstanding financial obligations of the Authority; and
- c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18 MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the Authority.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

Personal delivery;

E-mail;

U.S. Mail, first class postage prepaid;

Facsimile; or,

Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

The date of personal delivery;

The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,

The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.02.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.

In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties, unless the parties agree to a different process for dispute resolution. Either Party may take other available legal actions only after the procedures for alternative dispute resolution as specified in this Section 18.05 are complied with and completed.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

City of San Fernando Authorization
for Membership in the LOS ANGELES INTERAGENCY METROPOLITAN
POLICE APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

IN WITNESS WHEREOF, City of San Fernando, by Resolution of its City Council has caused this Joint Powers Agreement to be executed on its behalf by the Interim City Manager, and attested by the City Clerk, as of the date so executed below.

SAN FERNANDO, CALIFORNIA

Dated:_____

By_____

Donald Penman
Interim City Manager

ATTEST:

APPROVED AS TO FORM:

Elena G. Chávez
City Clerk

Rick R. Olivarez
City Attorney

EXHIBIT "A"**L.A. IMAPCT MEMBER AND PARTICIPATION INFORMATION**

Agency	JPA Member	Currently Participating	Last Participated
AZUSA POLICE DEPARTMENT	Yes	109	7/3/2004
BELL POLICE DEPARTMENT	No	No	8/2/2007
BEVERLY HILLS POLICE DEPARTMENT	No	No	2/9/2006
EL MONTE POLICE DEPARTMENT	No - pending	109	9/9/2005
MAYWOOD POLICE DEPARTMENT	No	No	11/6/1996
MONTEBELLO POLICE DEPARTMENT	No - pending	No	8/3/2004
SAN FERNANDO POLICE DEPARTMENT	No	109	6/30/1995
SOUTH GATE POLICE DEPARTMENT	No	No	4/24/1998
SOUTH PASADENA POLICE DEPARTMENT	No - pending	109	6/26/2001
VERNON POLICE DEPARTMENT	No	No	5/20/2004
WEST COVINA POLICE DEPARTMENT	No - pending	No	6/30/2010
ARCADIA POLICE DEPARTMENT	Yes	109	1/18/2013
BURBANK POLICE DEPARTMENT	Yes	No	11/30/2007
CLAREMONT POLICE DEPARTMENT	Yes	109	11/3/2003
COVINA POLICE DEPARTMENT	Yes	109	4/21/2001
IRWINDALE POLICE DEPARTMENT	Yes	No	8/15/1997
MANHATTAN BEACH POLICE DEPARTMENT	Yes	No	9/30/2012
PALOS VERDES ESTATES POLICE DEPARTMENT	Yes	No	12/31/2006
REDONDO BEACH POLICE DEPARTMENT	Yes	No	12/31/2012
SAN MARINO POLICE DEPARTMENT	Yes	No	Not Participated
SANTA MONICA POLICE DEPARTMENT	Yes	No	1/24/2013
SIERRA MADRE POLICE DEPARTMENT	Yes	No	Not Participated
TORRANCE POLICE DEPARTMENT	Yes	No	8/28/2009
WHITTIER POLICE DEPARTMENT	Yes	No	2/16/2012
BALDWIN PARK POLICE DEPARTMENT	No - pending	Yes / 109	
CA CHP	No - pending	Yes	
INGLEWOOD POLICE DEPARTMENT	Yes - waiting	Yes	
PASADENA POLICE DEPARTMENT	Yes - waiting	Yes	
ALHAMBRA POLICE DEPARTMENT	Yes	Yes	
BELL GARDENS POLICE DEPARTMENT	Yes	Yes	
CA DOJ - BI	Yes	Yes	
CULVER CITY POLICE DEPARTMENT	Yes	Yes	
DOWNEY POLICE DEPARTMENT	Yes	Yes	
EL SEGUNDO POLICE DEPARTMENT	Yes	Yes	
GARDENA POLICE DEPARTMENT	Yes	Yes/109	
GLENDALE POLICE DEPARTMENT	Yes	Yes	
GLENDORA POLICE DEPARTMENT	Yes	Yes	
HAWTHORNE POLICE DEPARTMENT	Yes	Yes	
HERMOSA BEACH POLICE DEPARTMENT	Yes	Yes	
HUNTINGTON PARK POLICE DEPARTMENT	Yes	Yes	
LA VERNE POLICE DEPARTMENT	Yes	Yes	
LONG BEACH POLICE DEPARTMENT	Yes	Yes	
LOS ANGELES COUNTY SHERIFF	Yes	Yes	
LOS ANGELES COUNTY PROBATION	Yes	Yes	
LOS ANGELES POLICE DEPARTMENT	Yes	Yes	
MONROVIA POLICE DEPARTMENT	Yes	Yes	
MONTEREY PARK POLICE DEPARTMENT	Yes	Yes	
POMONA POLICE DEPARTMENT	Yes	Yes	
SAN GABRIEL POLICE DEPARTMENT	Yes	Yes	
SIGNAL HILL POLICE DEPARTMENT	Yes	Yes	

TOTAL 38 (6)**26**

ATTACHMENT "B"**RESOLUTION NO. 7556****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVING AN AMENDMENT TO THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE JOINT POWERS AGREEMENT (LA IMPACT JPA), AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE JPA AMENDMENT**

WHEREAS, on August 5, 2013, the City of San Fernando City Council adopted Resolution 7555 approving San Fernando's membership in the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Authority and authorizing the City Administrator to sign the L.A. IMPACT Joint Powers Agreement; and,

WHEREAS, pursuant to Section 15.01(b) of the Joint Powers Agreement, the Members have the responsibility to consider proposed Amendments; and

WHEREAS, pursuant to Section 18.01 of the Joint Powers Agreement, the Agreement may be amended with the majority approval of the Members, exercised through each Members' governing body; and

WHEREAS, a proposed Amendment to the Joint Powers Agreement has been submitted to the Members for their approval.

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

1. Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code §6500 et seq., and the provisions of the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Agreement, the Proposed Amendment to the Joint Powers Agreement, attached hereto as Exhibit A, is approved by the City of San Fernando City Council.

2. The Interim City Manager is authorized and directed to execute the Amendment to the L.A. IMPACT Joint Powers Agreement to effectuate the intent of this Resolution.

3. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or his duly appointed deputy is directed to attest thereto.

4. This Resolution is effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of August, 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 19th day of August 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “1”**CONTRACT NO. 1720(a)**

AMENDMENT TO JOINT POWERS AGREEMENT
FOR
LOS ANGELES INTERAGENCY METROPOLITAN POLICE
APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

This Amendment to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Agreement (“Agreement”) is made and entered into by and between those public agencies duly organized and existing, which are parties signatory to the Agreement and listed on Exhibit A to the Agreement.

RECITALS

WHEREAS, the Members have entered into the Agreement which formed the public entity known as the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority (hereinafter the “Authority”); and

WHEREAS, Members of the Authority contribute their own personnel to a cooperative pool of personnel to provide service to the Authority; and

WHEREAS, the Agreement provides that the state of California may join the Authority as a Member; and

WHEREAS, Government Code section 6522 provides that the contracting participation goals set out in the Military and Veterans Code section 999 *et seq.* are to become part of any joint powers agreement entered into by the State of California; and

WHEREAS, the Members wish to amend the Agreement to include the state's contracting participation goals.

WHEREAS, the Agreement provides in Sections 14.03 and 14.04 that each Member will indemnify the Authority as well as other Members for the general liability and worker's compensation liability caused by the Member's contributed personnel who perform law enforcement or support functions; and

WHEREAS, the Agreement provides in Section 14.06 that the Authority will indemnify the Members for the general liability caused by staff employed by the Authority; and

WHEREAS, the Agreement also authorizes the Authority to enter into Associate Member Agreements with any public agency upon the approval of the Board; and

WHEREAS, the Members wish to amend the Agreement to extend the responsibility and indemnity provisions of Sections 14.03, 14.04 and 14.06 to Associate

Members, provided that Associate Members agree to indemnify the Authority, its Members, and its Associate Members in the same manner as Members under the Agreement.

NOW THEREFORE, in consideration of the foregoing, the Members agree to amend the Agreement as follows:

1. Section 5.01 paragraph (a) of Article 5 Powers shall be amended to read as follows: a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment. The participation goals specified in Article 6, of Chapter 6 of Division 4 of the Military and Veterans Code, commencing with section 999, will apply to contracts executed by the Authority.

2. Section 4.02 Contents of Associate Membership Agreement shall be amended by adding subsection "g" as follows:

g) Contain provisions to provide indemnity to the Authority, its Members, and other Associate Members, such as is set forth in the Agreement sections 14.03, 14.04 and 14.06.

3. Section 14.03 Member Indemnity for General Liability of Contributed Employee shall be amended to read as follows:

Member Indemnity for General Liability of Contributed Employee. Except as provided in Section 18.05, each Member shall protect, defend, indemnify, and hold free and harmless the Authority, the other Members and **Associate Members, and** their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the Member who is performing Authority law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

4. Section 14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee shall be amended to read as follows:

Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority, the other Members **and Associate Members, and their respective** officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

5. Section 14.06 Authority Indemnity of Members shall be amended to read as follows:

Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members **and Associate Members**, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

6. All terms and conditions set forth in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment shall be effective upon the approval by a majority of the Members of the Authority. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, each Member has caused this Amendment to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

CITY OF SAN FERNANDO Authorization
For Amendment to the LOS ANGELES INTERAGENCY METROPOLITAN POLICE
APPREHENSION CRIME TASK FORCE (L.A. IMPACT)
JOINT POWERS AGREEMENT

IN WITNESS WHEREOF, the City of San Fernando, by Resolution of its City Council, has caused this Amendment to be executed on its behalf by the Interim City Manager, and attested by the City Clerk, as of the date so executed below.

City of San Fernando, CALIFORNIA

Dated: _____

By: _____
Donald Penman
Interim City Manager

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: August 19, 2013

SUBJECT: Update Report Regarding the City Living Wage Ordinance

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND:

On April 3, 2000 the City Council adopted Ordinance No. 1514, implementing a Living Wage Ordinance for the City of San Fernando (Attachment "A"). The purpose of the Ordinance is to improve the quality and quantity of services received by the City from its service contractors and to promote an economic environment that protects public resources devoted to social support services. Generally, it shall apply to service contracts entered into by the City for the furnishing of services to, or for, the City and involves the expenditure in excess of \$25,000 for contracts that have a term of at least six (6) months.

Under the Ordinance there would be a living wage rate established at no less than a certain hourly rate, with one rate without benefits and a second rate of \$1.25 per hour higher if benefits were paid. The Ordinance also requires that employers provided at least six (6) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request and at least six (6) uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for the year.

The Living Wage hourly rate would be adjusted annually by the City's Purchasing Agent to correspond with any adjustments to retirement benefits paid to members of the California Public Employment Retirement System. In 2006, the City Attorney, in response to questions from staff, advised that the City's Purchasing Agent was the City Administrator (now City Manager) and the adjustments to the Living Wage are based on the CPI adjustments that San Fernando City PERS retirees receive on an annual basis, with a maximum of 5%.

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ANALYSIS:

The City of San Fernando Living Wage hourly rate is \$18.13 which was last adjusted in 2010. As the Purchasing Agent, it is the City Manager's responsibility to make any annual adjustments as required by the ordinance. In looking at the rate as part of the adjustment process and as a result of staff questions regarding what seemed to be a very high rate, this office did some research into the matter.

First, in checking the City of Los Angeles Living Wage ordinance (which San Fernando seemed to model when ours was adopted), their hourly rate (last adjusted on July 1, 2013) is \$10.91 without benefits and \$12.16 with benefits.

In reviewing the history of the San Fernando rate, it was determined that an incorrect methodology was employed in 2010 to establish the current rate of \$18.13. Therefore, staff recalculated the rate based on methodology in the ordinance and updated the information based on the CPI for San Fernando PERS retirees. The new, correct rate as of July 1, 2013 will be \$10.56 without benefits, or \$11.81 with benefits. Attachment "B" illustrates what the Living Wage rate will be with the corrections effective July 1, 2013, and also shows the previous rate based on the incorrect methodology. The incorrect calculations, in part, utilized a combined employee/employer CalPERS retiree contribution rate and updated that by the CPI; however, it is unknown why it was done this way in 2010 because, as previously mentioned in this report, in 2006 the City Attorney (Richards, Watson & Gershon) had provided legal advice on what methodology to use.

BUDGET IMPACT:

At this time, staff is unable to provide a calculation on the budget impact of this correction and adjustment; however, we will review existing service contracts that fall under the City's Living Wage Ordinance and make adjustments. It is reasonable to assume that the City should realize some saving now and also in the future.

CONCLUSION:

It is the City Manager's responsibility to annually update, as necessary, the City's Living Wage rate; the rate has not been updated since 2010. More importantly, it was determined that the rate established in 2010 is \$7.57 an hour higher than it should be today because an incorrect methodology was used to calculate the rate back in 2010. Staff will publish the new rate as required by the Ordinance and determine which service contracts can be adjusted today and ensure that any new service contracts falling under the Living Wage Ordinance incorporate the correct hourly rate.

ATTACHMENTS:

- A. Ordinance No. 1514 – Living Wage
- B. Calculations on Living Wage Rate

ATTACHMENT "A"

ORDINANCE NO. 1514

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO REGARDING PAYMENT OF A LIVING WAGE
AND AMENDING THE SAN FERNANDO CITY CODE**

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

Section 1. Findings and Intent.

A. The City of San Fernando contracts with numerous private firms for the provision of services to, and for, the City. Many of these service contractors pay their employees wages in an amount at, or slightly above, the minimum required by federal and state law.

B. The quantity and quality of services that the City receives from its service contractors is directly related to the compensation that such firms pay their employees. Those service contractors that underpay their employees tend to experience high employee absenteeism and turnover, as well as lackluster performance.

C. The demand for government social services is impacted by the compensation that the City's service contractors pay their employees. Those employees compensated at minimum wage levels, with little or no health benefits, frequently rely on public funds and personnel for assistance.

D. In enacting this Ordinance, the City intends to require its service contractors to pay those employees performing City-related work the living wage and benefits designated herein. The purpose of this Ordinance is to improve the quantity and quality of services received by the City from its service contractors. It is also the purpose of this Ordinance to promote an economic environment that protects public resources devoted to social support services.

E. The City awards a significant amount of grant funds under programs created by the federal and state governments. The City Council intends that the regulations contained in this Ordinance shall apply to recipients of such funds to the extent allowed by law.

Section 2. Chapter 21A ("Purchasing") of the San Fernando City Code is hereby amended by adding a new Article V to read as follows:

"ARTICLE V. LIVING WAGE**Sec. 21A.29. Purpose and short title.**

This article is enacted for the purpose of improving the quantity and quality of services received by the City from its service contractors. It is also the purpose of this article to promote an economic environment that protects public resources devoted to social support services. This article shall be known as the Living Wage Ordinance of the City.

Sec. 21A.30. Definitions.

For the purpose of this part, unless it is plainly evident from the context that a different meaning is intended, the following definitions shall apply:

Aid recipient. Any person that is awarded a grant by the City.

Contractor. Any person that enters into a service contract with the City.

Employee. Any person that both: (i) is employed by an employer or a temporary employment agency; and (ii) expends any of his or her time in the performance of work related to a service contract. "Employee" shall not include managerial, supervisory, and confidential personnel. "Employee" also shall not include persons required to possess an occupational license.

Employer. Any contractor or subcontractor. "Employer" shall not include government entities, exempt non-profit organizations or temporary employment agencies.

Exempt non-profit organization. A corporation that both: (i) is organized under 26 United States Code Section 501(c)(3); and (ii) has a chief executive officer who earns a salary that, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation.

Grant. Any discrete financial assistance awarded by the City in connection with a program funded by the federal or state government.

Service contract. A contract that: (i) is let to a contractor by the City primarily for the furnishing of services to, or for, the City; (ii) involves an expenditure in excess of Twenty five thousand (25,000) dollars and (iii) has a term of at least six (6) months.

Subcontractor. Any person that enters into a contract with a contractor to assist the contractor in the performance of a service contract. "Subcontractor" shall not include any person that is an employee of a contractor.

Temporary employment agency. A contractor that, on a temporary basis, provides the City with one or more employees that work under the City's direction.

Sec. 21A.31. Payment of living wage and benefits.

(a) *Wages.* Employers shall pay employees a wage of no less than the living wage set pursuant to paragraph (d) of this section. Temporary employment agencies shall pay employees a wage of no less than \$7.25 per hour.

(b) *Compensated days off.* Employers shall provide at least six (6) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request.

(c) *Uncompensated days off.* Employers shall provide employees at least six (6) uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

(d) *Living wage rate.* The initial rate of the living wage shall be: (i) \$7.25 per hour with health benefits, as described in paragraph (e) of this section; or (ii) \$8.50 per hour without health benefits, as described in paragraph (e) of this section. As necessary, the purchasing agent shall annually adjust the rate of the living wage to correspond with any adjustments to retirement benefits paid to members of the California Public Employment Retirement System. The adjustment of the living wage rate shall be effective upon publication by the purchasing agent of a bulletin announcing such adjustment and shall apply prospectively.

(e) *Health benefits.* Health benefits required by this article shall consist of the payment of at least \$1.25 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the purchasing agent to qualify for the wage rate in paragraph (d) of this section for employees with health benefits.

Sec. 21A.32. Federal earned income credit notification.

Employers shall inform employees making less than twelve (\$12.00) dollars per hour of their possible right to the federal Earned Income Credit ("EIC") provided for in 26 United States Code Section 32. Employers shall make available to employees forms describing the EIC, as well as forms required to secure advance EIC payments from the employer.

Sec. 21A.33. Grounds for contract termination.

All service contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

Sec. 21A.34. Compliance by aid recipients.

Aid recipients who are awarded a grant in excess of twenty five thousand shall comply with the requirements for employers that are set forth in this article.

Sec. 21A.35. Applicability.

(a) *General.* Except as provided in this section, the provisions of this article shall apply to: (i) employers and temporary employment agencies with whom the City executes a service contract after the effective date of this article; (ii) employers and temporary employment agencies with whom the City executes an amendment to a service contract existing on the effective date of this article; and (iii) aid recipients to whom the City awards a grant after the effective date of this article.

(b) *Inapplicable to employers when waiver issued.* This article shall not apply to any person that has been issued a waiver pursuant to paragraph (c) of this section.

(c) *Waiver authorization.* The purchasing agent, with the consent of the City Council, may issue a waiver of the requirements of this article to any person submitting a bid for a service contract upon making a finding that such waiver is necessary to allow the person to compete fairly in the bidding process.

(d) *Inapplicable to recipients of restricted grants.* This article shall not apply to aid recipients unless the city attorney either: (i) determines that application of this article is consonant with the laws governing the award of the particular grant; or (ii) receives a judgment from a court of law, or other tribunal, that indicates application of this article is consonant with the laws governing the award of the particular grant.

Sec. 21A.36. Administration.

(a) *Implementation regulations.* The purchasing agent shall promulgate implementing regulations consistent with this article. At a minimum, such regulations shall include the following: (i) a list of contracts that shall be regarded as service contracts for purposes of Section 21A.30; and (ii) requirements for employer reporting of employee compensation.

(b) *Compliance monitoring.* The purchasing agent shall monitor compliance with this article. Such monitoring shall include investigation of complaints of claimed violations by employees. The purchasing agent shall annually submit to the city council a written report on compliance with this article.

Sec. 21A.37. Notifying Employees

Employers shall give written notification to each current and new employee of his or her rights to receive the benefits set forth in this article. The notification shall be provided in English, Spanish, and other languages spoken by a significant number of employees, and shall be posted prominently in communal areas at the work site.

Sec. 21A.38. Enforcement.

(a) Any aggrieved person may enforce the provisions of this article by means of a civil action.

(b) Any person who violates the provisions of this article or who aids in the violation of any provisions of this article shall be liable for, and the court shall award to the individual whose rights are violated, the following: actual damages; costs; attorney's fees; and not less than two hundred fifty (\$250.00) dollars but not more than ten thousand (\$10,000) dollars in addition thereto. In addition, the court may award punitive damages in a proper case.

(c) Actions to enforce the provisions of this article must be filed within one (1) year of the alleged violation.

(d) Nothing in this article shall preclude any aggrieved person from seeking any other remedy provided by law.

(e) Nothing in this article shall be construed to limit any aggrieved person's right to bring legal action for violation of other minimum compensation laws.

Sec. 21A.39. No criminal penalty.

Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article."

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2000.

MAYOR

Silverio Robledo
Silverio Robledo, Mayor

ATTEST:

Wilma Miller
Wilma Miller, City Clerk

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

I, WILMA MILLER, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of San Fernando held on the 3rd day of April, 2000, and was carried by the following roll call vote, to wit:

AYES: Hernandez, Ramos, Di Tomaso, Montanez - 4
NOES: None - 0
ABSENT: Ramos - 1

Wilma Miller
CITY CLERK
Wilma Miller

ATTACHMENT "B"

Corrected Calculation

Calendar Year	% +/-	LIVING WAGE /WITH BENEFITS		
		LW Rate	COLA Adj Retirees	Adjusted LW Rate
2000	--	\$7.75	\$0.00	\$7.75
2001	1.6%	\$7.75	\$0.12	\$7.87
2002	2.4%	\$7.98	\$0.19	\$8.17
2003	1.9%	\$8.17	\$0.16	\$8.33
2004	3.3%	\$8.33	\$0.27	\$8.60
2005	3.4%	\$8.60	\$0.29	\$8.89
2006	2.5%	\$8.89	\$0.22	\$9.12
2007	4.1%	\$9.12	\$0.37	\$9.49
2008	0.1%	\$9.49	\$0.01	\$9.50
2009	2.7%	\$9.50	\$0.26	\$9.76
2010	1.5%	\$9.76	\$0.15	\$9.90
2011	3.0%	\$9.90	\$0.30	\$10.20
2012	1.7%	\$10.20	\$0.17	\$10.37
2013	1.8%	\$10.37	\$0.19	\$10.56

Incorrect Calculation

Calendar Year	% +/-	LIVING WAGE /WITH BENEFITS			RETIREMENT CONTRIBUTION		
		LW Rate	COLA Adj Retirees	Adjusted LW Rate	Empl'r/ee Contr. Rate	COLA Adj Retirees	Adjusted Contr. Rate
2000	--	\$7.75	\$0.00	\$7.75	\$14.42	\$0.00	\$14.42
2001	1.6%	\$7.75	\$0.23	\$7.98	\$14.42	\$0.23	\$14.65
2002	2.4%	\$7.98	\$0.35	\$8.33	\$14.65	\$0.35	\$15.00
2003	1.9%	\$8.33	\$0.29	\$8.62	\$15.00	\$0.29	\$15.29
2004	3.3%	\$8.62	\$0.50	\$9.12	\$15.29	\$0.50	\$15.79
2005	3.4%	\$9.12	\$0.54	\$9.66	\$15.79	\$0.54	\$16.33
2006	2.5%	\$9.66	\$0.41	\$10.07	\$16.33	\$0.41	\$16.74
2007	4.1%	\$10.07	\$0.69	\$10.75	\$16.74	\$0.69	\$17.42
2008	0.1%	\$10.75	\$0.02	\$10.77	\$17.42	\$0.02	\$17.44
2009	2.7%	\$10.77	\$0.47	\$11.24	\$17.44	\$0.47	\$17.91
2010	1.5%	\$11.24	\$0.27	\$11.51	\$17.91	\$0.27	\$18.18
2011	3.0%	\$11.51	\$0.35	\$11.85	\$18.18	\$0.35	\$18.53
2012	1.7%	\$11.85	\$0.20	\$12.06	\$18.53	\$0.20	\$18.73
2013	1.8%	\$12.06	\$0.22	\$12.27	\$18.73	\$0.22	\$18.94