



Mayor Brenda Esqueda
Mayor Pro Tem Antonio Lopez
Councilmember Maribel De La Torre
Councilmember Sylvia Ballin
(Vacant)
City Administrator
Al Hernández

SAN FERNANDO CITY COUNCIL AGENDA

OCTOBER 15, 2012 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Brenda Esqueda

PRESENTATION

- A) RECOGNITION OF SCHOOL PRINCIPALS – CESAR E. CHÁVEZ LEARNING ACADEMIES
- B) OCTOBER – LIGHTS ON! AFTERSCHOOL DAY

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.

SAN FERNANDO CITY COUNCIL
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- 1) **APPROVAL OF WARRANT REGISTER NO. 12-102**
- 2) **ADOPTION OF ORDINANCE NO. 1624 – ORDINANCE AMENDING ARTICLE II (CABLE COMMUNICATIONS FRANCHISING) OF CHAPTER 86 (TELECOMMUNICATIONS) OF THE SAN FERNANDO CITY CODE IN ACCORDANCE WITH THE DIGITAL INFRASTRUCTURE AND VIDEO COMPETITION ACT OF 2006**

Recommend that the City Council adopt Ordinance No. 1624 (second reading), titled: "An Ordinance of the City of San Fernando Amending Article II (Cable Communications Franchising) of Chapter 86 (Telecommunications) of the San Fernando City Code, in accordance with the Digital Infrastructure and Video Competition Act of 2006".

- 3) **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH MARTIN & CHAPMAN CO. FOR SERVICES RELATING TO THE GENERAL MUNICIPAL ELECTION ON MARCH 5, 2013**

Recommend that the City Council approve a professional services agreement with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the General Municipal Election on March 5, 2013.

NEW BUSINESS

- 4) **AWARD OF CONTRACT FOR THE ELDERLY NUTRITION PROGRAM**

Recommend that the City Council award and approve a professional services agreement with Morrison Management Specialists for an amount not to exceed \$84,877 to provide meals for the Elderly Nutrition Program operating from Las Palmas Park.

- 5) **CO-SPONSORSHIP OF HELP-PORTRAIT SAN FERNANDO 2012**

Recommend that the City Council:

- a. Approve a City co-sponsorship of Help-Portrait San Fernando 2012 with Alas Media; and
- b. Approve the use of the City seal on Alas Media print material.

- 6) **SLURRY SEAL PROJECT - UPDATE**

Recommend that the City Council receive and file this report.



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CONTINUED BUSINESS

7) FISCAL YEAR 2012-13 CITY BUDGET AND STAFF REDUCTIONS

Recommend that the City Council approve the lay-off of certain positions to help balance the Fiscal Year (FY) 2012-13 City Budget.

CITY COUNCIL ITEMS

8) PRESENTATION BY RESIDENT REGARDING CONVERTING MISSION COLLEGE TO A FOUR-YEAR UNIVERSITY

This item is placed on the agenda by Mayor Brenda Esqueda.

STANDING COMMITTEE UPDATES

- No. 1 Budget, Personnel and Finance (BPF)
Chair Brenda Esqueda
- No. 2 Housing, Community & Economic Development and Parking (HCEP)
Chair Maribel De La Torre
- No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)
Chair Sylvia Ballin
- No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)
Chair Antonio Lopez
- No. 5 Education, Parks, Arts, Health and Aging (EPAH)
Chair (Vacant)

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION



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CLOSED SESSION

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

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

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

(3 cases)

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: October 11, 2012 (4:30 p.m.)



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

San Fernando City Council

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator/Deputy Finance Director

DATE: October 15, 2012

SUBJECT: Warrant Register

RECOMMENDATION:

It is recommended that the City Council approve the attached 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 and the Successor Agency to the San Fernando Redevelopment Agency. The Agency warrants are also reflected on the Agency Consent Calendar to reimburse the City for expenses included on the City's Register. 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. 12-102****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 12-102****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 15th day of October, 2012.

Brenda Esqueda, 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 15th day of October 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

10/09/2012 4:18:41PM

**Voucher List
CITY OF SAN FERNANDO**

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99612	10/15/2012	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES	
					01-140-0000-4220	5.35
					01-150-0000-4220	41.40
			870422920		PD CELL PHONES AND MDT MODEMS	
					01-222-0000-4220	968.72
					01-152-0000-4220	147.18
					Total :	1,162.65
99613	10/15/2012	100143 ALONSO, SERGIO	SEPT 2012		MARIACHI MASTER APPRENTICE PRO	
			SEPT 2012		10-424-3678-4260	2,350.00
					MMAP - RECORDING WORKSHOP	
					10-424-3678-4260	1,241.03
					10-424-3645-4260	8.97
					Total :	3,600.00
99614	10/15/2012	100405 BONANZA CONCRETE, INC.	38820		SIDEWALK REPAIR - 449 PARK	
					15-310-0866-4600	1,000.50
			38844		SIDEWALK REPAIR - 449 PARK	
					15-310-0866-4600	903.71
					Total :	1,904.21
99615	10/15/2012	100735 COASTAL AIR	C2470		PREV A/C MAINT @ SF MUSEUM	
					01-390-0457-4260	85.00
			C2471		PREV A/C MAINT @ LP PARK	
					01-390-0460-4260	565.00
			C2472		PREV A/C MAINT @ ORTEGA PARK	
					01-390-7500-4260	89.00
			C2473		PREV A/C MAINT @ 1211 FIRST	
					01-390-0456-4260	89.00
			C2474		PREV A/C MAINT @ 120 MACNEIL	
					01-390-0450-4260	325.00
			C2475		PREV A/C MAINT @ 501 FIRST	
					01-390-0450-4260	178.00
			C2476		PREV A/C MAINT @ 208 PARK	
					01-390-0410-4260	460.00
			C2477		PREV A/C MAINT @ AQUATIC CENTER	

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99615	10/15/2012	100735 COASTAL AIR	(Continued)		01-430-0000-4260	585.00
					Total :	2,376.00
99616	10/15/2012	100805 COOPER HARDWARE INC.	86226		INJECTION PUMP & STORAGE TANK RI	
					70-384-0301-4300	20.29
			86256		HAT FOR SUN PROTECTION	
					72-360-0000-4310	32.56
			86280		DUCT TAPE	
					13-311-0000-4300	23.90
					Total :	76.75
99617	10/15/2012	100859 CROWN DISPOSAL	29N00078		HAULING FEES - SEPT 2012	
					73-350-0000-4260	65,959.60
					Total :	65,959.60
99618	10/15/2012	100894 DAPPER TIRE COMPANY INC.	441269		TIRES FOR FLEET	
					01-1215	864.35
					Total :	864.35
99619	10/15/2012	100960 DIEDIKER, VIRGINIA	REIMB.		REIMB FOR PURCHASE OF 3-PIECE CH	
					04-2360	429.99
					Total :	429.99
99620	10/15/2012	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		04/01/12 - 06/30/30 UNEMPLOYMENT	
					01-190-0000-4132	94.00
					01-190-0420-4132	3,855.00
					01-190-0222-4132	8,693.00
					01-190-0310-4132	512.00
					01-190-0000-4132	-473.19
					Total :	12,680.81
99621	10/15/2012	101089 ESCOBAR, MARCO	092012		L P SENIOR PETTY CASH REIMB.	
					04-2380	475.02
			092412 - 1		L P SENIOR PETTY CASH REIMB.	
					04-2380	108.99
			092412 - 2		L P SENIOR PETTY CASH REIMB.	

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Bank code :		bank					
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99621	10/15/2012	101089 ESCOBAR, MARCO	(Continued)		04-2380	7.47	
					Total :	591.48	
99622	10/15/2012	101147 FEDEX	2-025-35342		COURIER SERVICE	25.37	
					01-190-0000-4280	25.37	
					Total :	25.37	
99623	10/15/2012	101302 VERIZON	8181811075		CITY HALL PAGING		
			8181811114		01-190-0000-4220	39.85	
					CITY YARD AUTO DIALER		
			8183612385		70-384-0000-4220	244.07	
					MTA PHONE LINE		
					07-440-0441-4220	84.45	
					01-190-0000-4220	42.22	
			8183616728		ENGINEERING FAX LINE		
					01-310-0000-4220	26.92	
			8183655097		PD NARCOTICS VAULT		
					01-222-0000-4220	27.25	
			8188371509		ANIMAL CONTROL & PW PHONE LINE		
					01-190-0000-4220	46.65	
			8188384969		PD ALARM PANEL		
					01-222-0000-4220	84.43	
			8188987373		PD EMERGENCY		
					01-222-0000-4220	109.19	
			8188987385		LP FAX LINE		
					01-420-0000-4220	32.85	
					Total :	737.88	
99624	10/15/2012	101434 GUZMAN, JESUS ALBERTO	SEPT 2012		MARIACHI MASTER APPRENTICE PRO	3,900.00	
					10-424-3678-4260	3,900.00	
					Total :	3,900.00	
99625	10/15/2012	101436 HACH COMPANY	7934255		WATER TESTING /SAMPLING SUPPLIE	830.70	
					70-384-0301-4300	830.70	
					Total :	830.70	
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99626	10/15/2012	101512 HDL, COREN & CONE	0018595-IN		AUDIT SERVICES PROPERTY TAX - 201	
					98-190-0091-4270	255.81
					Total :	255.81
99627	10/15/2012	101528 THE HOME DEPOT CRC, ACCT#603532202490	2091202		SPRINKLER REPAIR @ 519 HARDING	
			7973788		13-311-0000-4300	15.38
			7973790		SALT FOR OSG - WELL 2A	
					70-384-0301-4300	422.80
			8083519		SALT FOR OSG - WELL 4A	
					70-384-0301-4300	422.80
			8243114		SMALL TOOLS FOR PK0935 TRUCK	
			9092084		01-390-0410-4340	63.01
			9094906		NOISE BLOWER CARB @ 120 MACNEIL	
					01-390-0450-4300	281.66
			9094908		MISC SUPPLIES	
					01-430-0000-4300	110.66
					TRASH CAN INSTALL @ REC PARK	
					01-390-0410-4300	11.55
					REPLACE URINAL @ 501 FIRST	
					01-390-0450-4300	25.52
					Total :	1,353.38
99628	10/15/2012	101599 IMAGE 2000 CORPORATION	VN280412		TOSHIBA 720 CONTRACT BASE CHARC	
			VN280413		01-190-0000-4320	290.68
			VN282608		TOSHIBA 3510 USAGE 09/03/12 - 10/02/	
					01-190-0000-4320	736.59
			VN283428		TONER FRIEGHT COST	
					17-420-1371-4300	13.00
					SHIPPING CHARGES FOR (3) TONERS	
					01-190-0000-4300	13.00
					Total :	1,053.27
99629	10/15/2012	101666 DE LAGE LANDEN FINANCIAL SERVS	15128721		COPY MACHINE PERFORMANCE - 09/0	
					01-222-0000-4260	603.56
					Total :	603.56
99630	10/15/2012	101852 LARRY & JOE'S PLUMBING	2511994-0001-02		SINK REPAIR @ REC PARK	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99630	10/15/2012	101852 LARRY & JOE'S PLUMBING	(Continued)		01-390-0410-4300	28.38
					Total :	28.38
99631	10/15/2012	101920 LIEBERT CASSIDY WHITMORE	155888		LEGAL SERVICES	840.00
			155889		01-110-0000-4270	49.15
			155891		LEGAL SERVICES	73.50
			155892		01-110-3375-4270	24.50
			155893		LEGAL SERVICES	3,564.06
					01-110-0000-4270	4,551.21
					Total :	4,551.21
99632	10/15/2012	101957 CITY OF LOS ANGELES	38SF120000012		FIRE/AMBULANCE SERVICES FOR JUN	263,279.91
					01-2000	263,279.91
					Total :	263,279.91
99633	10/15/2012	101971 L.A. MUNICIPAL SERVICES	091112		ELECTRIC - 13655 FOOTHILL	65.61
			091212		70-384-0000-4210	19,398.37
					ELECTRIC - 14060 SAYRE	19,463.98
					70-384-0000-4210	19,463.98
					Total :	19,463.98
99634	10/15/2012	101974 LOS ANGELES COUNTY	AUG 2012		DEPT OF ANIMAL CARE & CONTROL FI	3,317.79
					01-222-0000-4260	3,317.79
					Total :	3,317.79
99635	10/15/2012	101990 L.A. COUNTY METROPOLITAN	800053262		TAP CARDS - AUG 2012	1,784.00
					07-440-0441-4260	1,784.00
					Total :	1,784.00
99636	10/15/2012	102066 MAD SCIENCE OF LOS ANGELES	00024292		MAD SCIENCE EVENT ON 10/23 & 10/24	1,488.00
					10-420-1371-4260	1,488.00
					Total :	1,488.00

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99637	10/15/2012	102069 POWER FORD	169967		FAN RELAY - PD3031	159.97	
					01-320-0225-4400		
						Total :	159.97
99638	10/15/2012	102160 MCMASTER CARR SUPPLY CO	36104913		SMALL TOOLS	79.48	
					01-320-0000-4340		
						Total :	79.48
99639	10/15/2012	102226 MISSION LINEN & UNIFORM	340680143		LAUNDRY	116.29	
			340680891		01-225-0000-4350		
			340681888		LAUNDRY	121.00	
			340682632		01-225-0000-4350	127.83	
					LAUNDRY	159.71	
					01-225-0000-4350		
						Total :	524.83
99640	10/15/2012	102265 MORALES, GILBERTO	120902		STUDIO RECORDING WORKSHOP	500.00	
					10-424-3678-4260		
						Total :	500.00
99641	10/15/2012	102277 MOTOROLA	78206167		NICE SERVICE - SEPT 2012	521.54	
					01-222-0000-4260		
						Total :	521.54
99642	10/15/2012	102303 NACHO'S ORNAMENTAL SUPPLY	206527		LP PARK EXERCISE SIGNS	52.61	
					01-390-0460-4300		
						Total :	52.61
99643	10/15/2012	102374 NEOPOST	13752549		HIGH CAPACITY INK CARTRIDGE FOR	286.00	
					01-190-0000-4280		
						Total :	286.00
99644	10/15/2012	102403 NOW IMAGE PRINTING	1447		WATER RETURN ENV, WINDOW ENV AI	653.41	
					70-382-0000-4300	653.41	
					72-360-0000-4300	653.41	
					73-350-0000-4300	653.41	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99644	10/15/2012	102403	102403 NOW IMAGE PRINTING	(Continued)	Total :	1,960.22
99645	10/15/2012	102432	OFFICE DEPOT	623991337001	PAPER, ELECTRIC STAPLER, PENS, WI	
				624586189001	01-222-0000-4300	390.18
				624587838001	INDEX TABS, PENCILS, PENS, CLIPS	95.35
				624732776001	RETURNED - STORAGE BOXES	-43.89
				624808995001	01-222-0000-4300	91.05
				624809025001	CALCULATOR, RIBBON & ROLL	234.28
				625433653001	COPY PAPER, ENVELOPES & FILES	39.13
				625728625001	01-222-0000-4300	122.24
					STAMP	148.11
					01-222-0000-4300	Total : 1,076.45
99646	10/15/2012	102443	OKAFOR, MICHAEL	REIMB.	MILEAGE REIMBURSEMENT	
					01-106-0000-4390	70.72
					Total :	70.72
99647	10/15/2012	102485	OROZCO, PATSY	REIMB.	REIMB OF METRO LINE FARE - CALTR	
				REIMB.	01-310-0000-4390	74.78
					METRO LINK FARE - METRO WORKSH	134.35
					01-310-0000-4390	Total : 209.13
99648	10/15/2012	102530	AT & T	818-270-2203	1SDN LINE/LASN NETWORK	
					01-222-0000-4220	106.46
					Total :	106.46
99649	10/15/2012	102666	PREFERRED DELIVERY SYSTEMS INC	549-40	COURIER SERVICES	
					01-222-0000-4260	206.00
					Total :	206.00

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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99650	10/15/2012	102697 PROVIDENCE HOLY CROSS	MA0030368161		EXAM FEE		
					01-225-0000-4350		75.00
					Total :		75.00
99651	10/15/2012	102779 RAMIREZ, THOMAS	SEPT 2012		KARATE INSTRUCTOR		
					17-420-1326-4260		474.00
					Total :		474.00
99652	10/15/2012	102782 RAMIREZ, JOSE A.	092012		MUSIC FOR HALLOWEEN DANCE ON 1		
					04-2380		950.00
					Total :		950.00
99653	10/15/2012	102848 RICHARDS, WATSON & GERSHON	185421		LEGAL SERVICES		
			185423		70-110-0000-4270		64.65
			185425		LEGAL SERVICES		990.15
					98-110-0000-4270		
					01-110-0000-4270		112.00
			185428		72-110-0000-4270		784.00
					LEGAL SERVICES		
					98-110-0092-4270		973.79
					98-110-0094-4270		973.78
					Total :		3,898.37
99654	10/15/2012	103010 SAM'S CLUB DIRECT, #0402465855179	0871		KITCHEN SUPPLIES		
					01-222-0000-4300		90.35
					Total :		90.35
99655	10/15/2012	103029 SAN FERNANDO, CITY OF	11892-11969		REIMBURSEMENT TO WORKERS COM		
					06-190-0000-4810		10,305.06
					Total :		10,305.06
99656	10/15/2012	103090 SAXE-CLIFFORD, SUSAN PH.D.,INC	12-0919-3		PYSCH EXAM		
			12-0924-2		01-222-0000-4260		800.00
					PYSCH EXAM		
					01-222-0000-4260		400.00
					Total :		1,200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99657	10/15/2012	103126 SERVPRO	3387451		SEWER OVERFLOW CLEANUP - 801 S	
			3387462		72-360-0000-4260	6,595.88
			3387463		SEWER OVERFLOW CLEANUP - 1008 C	306.31
			3387464		72-360-0000-4260	746.53
					SEWER OVERFLOW CLEANUP & REPA	
					72-360-0000-4260	2,842.26
					Total :	10,490.98
99658	10/15/2012	103184 SMART & FINAL	115477		SUPPLIES FOR LP CLUB DANCE ON 9/	
			116423		04-2380	346.72
					SR MEAL SUPPLIES - CREAMERS, HOT	
					10-422-3750-4300	76.99
					Total :	423.71
99659	10/15/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	091212		ELECTRIC - 60 JESSIE & 573 GLENOAK	
					70-384-0000-4210	1,520.79
					70-381-0000-4210	484.83
					72-360-0000-4210	484.83
					01-390-0450-4210	985.71
					Total :	3,476.16
99660	10/15/2012	103205 THE GAS COMPANY	091112		GAS - 505 S HUNTINGTON	
					01-420-0000-4210	27.44
					Total :	27.44
99661	10/15/2012	103218 SOLIS, MARGARITA	150-151		PETTY CASH REIMB	
					01-101-0000-4300	44.33
					01-222-0000-4300	41.50
			PETTY CASH		PETTY CASH REIMB	
					01-102-0000-4300	8.68
					01-105-0000-4390	8.00
					01-150-0000-4300	19.09
					01-310-0000-4390	59.00
					10-220-3641-4300	8.40
					10-220-3695-4300	20.65

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99661	10/15/2012	103218 SOLIS, MARGARITA	(Continued)			
					10-420-1371-4300	19.54
					70-381-0000-4390	6.00
					Total :	235.19
99662	10/15/2012	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH	
					01-190-0000-4280	1,500.00
					Total :	1,500.00
99663	10/15/2012	103506 UNITROL/STINGER SPIKE SYSTEMS	97062056		REPAIR OF UNITROL - PD7833	
					01-320-0225-4400	209.79
					Total :	209.79
99664	10/15/2012	103534 VALLEY LOCKSMITH	090812		R/R REC PARK EXIT DOORS	
			091112		01-390-0410-4330	120.00
			091212		REPLACE LOCK FOR TRAILER @ 501 F	
			091212		01-390-0450-4330	30.00
					REKEY LOPEZ ADOBE FRONT DOOR &	
					01-390-0410-4330	98.93
					REKEY SINGLE DEADBOLT @ LP PARK	
					01-390-0460-4330	35.00
					Total :	283.93
99665	10/15/2012	103574 VERDIN, FRANCISCO JAVIER	JULY - SEPT 2012		MEXICAN FOLKLORICO DANCE INSTR	
					17-420-1362-4260	1,165.50
					Total :	1,165.50
99666	10/15/2012	103619 CARL WARREN & CO.	1409055		LEGAL SERVICES	
					06-190-0000-4800	63.96
					Total :	63.96
99667	10/15/2012	103738 YOSEF AMZALAG SUPPLY	12017307		IRRIGATION REPAIR @ PIONEER PARK	
					01-390-0410-4300	13.92
					Total :	13.92
99668	10/15/2012	103752 ZUMAR INDUSTRIES, INC.	0140479		FREIGHT CHARGE FOR PREVIOUS DE	
			0140618		13-370-0301-4300	8.95
					DAMAGED OR MISSING CENTER MARK	

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99668	10/15/2012	103752 ZUMAR INDUSTRIES, INC.	(Continued)		13-370-0301-4300	614.03
					Total :	622.98
99669	10/15/2012	103851 EVERSOF, INC.	R1126603		SOFTNER - WELL 2A	36.87
			R1134382		70-384-0000-4260	62.94
					SOFTNER - WELL 2A	62.94
					70-384-0000-4260	62.94
					Total :	99.81
99670	10/15/2012	103903 TIME WARNER CABLE	8448200540010328		CABLE - 10/05/12 - 11/04/12	58.49
			8448200540010369		01-190-0000-4220	15.79
			8448200540010518		CABLE - 09/18 - 10/17	15.79
					01-222-0000-4260	15.79
					CABLE - 09/29/12 - 10/28/12	180.56
					01-420-0000-4260	180.56
					Total :	254.84
99671	10/15/2012	103948 CDW GOVERNMENT, INC.	P228053		CISCO CATALYST	790.82
					01-420-0000-4300	790.82
					Total :	790.82
99672	10/15/2012	887799 GBEWONYO, PATRICK	08/11/12 & 08/18/12		SPORTS OFFICIAL	105.00
					17-420-1328-4260	105.00
					Total :	105.00
99673	10/15/2012	887847 ADAMSON POLICE PRODUCTS	INV84098		BACK SEAT PRISONER SEAT - PD3031	599.11
					01-320-0225-4400	599.11
					Total :	599.11
99674	10/15/2012	888075 DATAMATIC, LTD.	CA-0000023233		HANDHELD METER READING MAINT - I	296.82
					70-381-0000-4320	296.82
					Total :	296.82
99675	10/15/2012	888123 L.A. DEPARTMENT OF WTR & POWER	742182-315938		SECURITY LIGHTING - 13655 FOOTHILL	104.50
			742182-315943		70-384-0000-4210	104.50
					SECURITY LIGHTING - 12900 DRONFIE	334.25
					70-384-0000-4210	334.25
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99675	10/15/2012	888123 L.A. DEPARTMENT OF WTR & POWER	(Continued)			Total : 438.75
99676	10/15/2012	888179 DMR TEAM, INC.	91112		SRTS CYCLE 1	2,070.00
					12-310-0000-4270	3,105.00
					72-360-0000-4270	1,575.00
					01-310-0000-4270	1,575.00
					Total :	6,750.00
99677	10/15/2012	888241 UNITED SITE SERVICES OF CA INC	114-824999		PORTABLE TOILET @ REC PARK	131.72
					01-420-0000-4260	131.72
					Total :	131.72
99678	10/15/2012	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	31.56
					07-440-0441-4220	31.56
					Total :	31.56
99679	10/15/2012	888356 ADVANCED AUTO REPAIR BODY &	2117		REPLACE A/C HOSE & SERVICE COND	299.43
					01-320-0225-4400	299.43
					Total :	299.43
99680	10/15/2012	888392 TRULINE PRINTING, INC.	092712		ASCEP STAFF T-SHIRTS	202.27
					10-420-1371-4300	202.27
					Total :	202.27
99681	10/15/2012	888468 MAJOR METROPOLITAN SECURITY	1054234		ALARM MONITORING - OCT 2012	15.00
			1054235		01-390-0410-4260	15.00
			1054236		ALARM MONITORING - OCT 2012	15.00
			1054237		70-381-0450-4260	15.00
			1054238		ALARM MONITORING - OCT 2012	15.00
			1054239		70-381-0450-4260	15.00
			1054240		ALARM MONITORING - OCT 2012	15.00
					01-390-0460-4260	15.00
					ALARM MONITORING - OCT 2012	15.00
					01-390-0410-4260	15.00
					ALARM MONITORING - OCT 2012	15.00
					01-390-0410-4260	15.00
					ALARM MONITORING - OCT 2012	15.00
					01-390-0410-4260	15.00
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99692	10/15/2012	889182 889182 CIT TECHNOLOGY FIN SERV, INC	(Continued)			Total :		2,445.36
99693	10/15/2012	889287 UNITED TRUCK CENTERS	35305		RIGHT ARM HOSE REPLACE - PW4384 73-350-0000-4300		737.11	
						Total :		737.11
99694	10/15/2012	889307 CDPH-OCP	32336		D2 CERTIFICATION RENEWAL 70-381-0000-4380		80.00	
						Total :		80.00
99695	10/15/2012	889387 BERNAL, LAURA	2000159.004		T-BALL REFUND 17-3770-1328		75.00	
						Total :		75.00
99696	10/15/2012	889402 RENTERIA, ALISSA	09/08/12 & 09/21/12		SPORTS OFFICIAL 17-420-1328-4260		48.00	
			09/12/12 & 09/15/12		SPORTS OFFICIAL 17-420-1328-4260		56.00	
			09/26/12 & 09/29/12		SPORTS OFFICIAL 17-420-1328-4260		24.00	
			092212		SPORTS OFFICIAL 17-420-1328-4260		32.00	
						Total :		160.00
99697	10/15/2012	889403 RENTERIA, DESTINEY	09/08/12 & 09/21/12		SPORTS OFFICIAL 17-420-1328-4260		48.00	
			09/12/12 & 09/15/12		SPORTS OFFICIAL 17-420-1328-4260		56.00	
			09/26/12 & 09/29/12		SPORTS OFFICIAL 17-420-1328-4260		24.00	
			092212		SPORTS OFFICIAL 17-420-1328-4260		32.00	
						Total :		160.00
99698	10/15/2012	889457 NATIONAL METER & AUTOMATION	S1040749.001		NEW WATER METERS 70-383-0700-4600		4,006.78	
						Total :		4,006.78
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99699	10/15/2012	889467 YOUNGBLOOD & ASSOCIATES	682A		POLYGRAPH EXAM 01-224-0000-4260		400.00	
						Total :	400.00	
99700	10/15/2012	889508 MOLINA, WIL	08/28/12 & 09/12/12		SPORTS OFFICIAL 17-420-1328-4260		62.00	
			09/08/12 & 09/22/12		SPORTS OFFICIAL 17-420-1328-4260		112.00	
						Total :	174.00	
99701	10/15/2012	889532 GILMORE, REVA A.	09/08/12 - 09/21/12		FOOD SERVICE MANAGER 10-422-3750-4270		624.00	
					10-422-3752-4270		110.50	
						Total :	734.50	
99702	10/15/2012	889533 MARTINEZ, ANITA	09/08/12 - 09/21/12		FOOD SERVICE INTAKE CLERK 10-422-3750-4270		177.00	
						Total :	177.00	
99703	10/15/2012	889534 RAMIREZ, FRANCISCO	09/08/12 - 09/21/12		HDM DRIVER 10-422-3752-4270		177.00	
					10-422-3752-4390		52.00	
						Total :	229.00	
99704	10/15/2012	889535 GOMEZ, GILBERT	09/08/12 - 09/21/12		HDM DRIVER 10-422-3752-4270		177.00	
					10-422-3752-4390		57.20	
						Total :	234.20	
99705	10/15/2012	889592 CUELLAR, JIMMY KYLE	AUG 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3678-4260		950.00	
			SEPT 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3678-4260		1,650.00	
						Total :	2,600.00	
99706	10/15/2012	889680 JIMENEZ LOPEZ, JUAN MANUEL	SEPT 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3678-4260		1,650.00	

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99706	10/15/2012	889680 889680 JIMENEZ LOPEZ, JUAN MANUEL	(Continued)			Total : 1,650.00
99707	10/15/2012	889681 VILLALPANDO, MARIA	09/08/12 - 09/21/12		FOOD SERVICE WORKER 10-422-3750-4270 10-422-3752-4270	221.25 44.25 Total : 265.50
99708	10/15/2012	889703 ALESHIRE & WYNDER, LLP	21333		LEGAL SERVICES 98-110-1055-4270	844.90 Total : 844.90
99709	10/15/2012	889913 BALLIN, SYLVIA	JULY - SEPT 2012		CELL PHONE USAGE REIMBURSEMEN 01-101-0101-4220	166.66 Total : 166.66
99710	10/15/2012	890044 LANGE, DANIEL	081512 090812 091512		SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260	16.00 30.00 50.00 Total : 96.00
99711	10/15/2012	890095 O'REILLY AUTO PARTS	2665-310418 2665-310494		ALTERNATOR - PD3031 01-320-0225-4400 FUEL ADDITIVE 01-1215	671.81 108.53 Total : 780.34
99712	10/15/2012	890109 SUPERMEDIA LLC	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 01-190-0000-4220	50.95 Total : 50.95
99713	10/15/2012	890117 CASMANN	14425		RE-UPHOLSTER SEAT - WA5213 70-383-0000-4400	195.00 Total : 195.00
99714	10/15/2012	890127 NATURAL GAS GLOBAL SERVICES	294		REBUILD MOTOR "A" FOR CNG STATIO	

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99714	10/15/2012	890127 NATURAL GAS GLOBAL SERVICES	(Continued)			
			295		01-320-3661-4400 REPAIRS TO DRIVE OFF DAMAGE	5,365.00 310.58
			297		REBULID MOTOR "B" FOR CNG STATIO 01-320-3661-4400	5,491.12
			299		REPLACE BREAK AWAY 01-320-3661-4400	742.78 Total : 11,909.48
99715	10/15/2012	890165 CARTWRIGHT, ANDREW	081512 090812		SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260	30.00 45.00 Total : 75.00
99716	10/15/2012	890191 HERNANDEZ, JUAN	080412 09/22 & 09/26 090812 091512 092912		SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260	75.00 93.00 90.00 90.00 80.00 Total : 428.00
99717	10/15/2012	890209 HERNANDEZ, MARIO	NONPO		CELL PHONE USAGE REIMB 01-101-0111-4220	235.90 Total : 235.90
99718	10/15/2012	890264 BEE PROFESSIONALS	68815		REMOVE BEE HIVE FROM BIKEWAY TF 01-346-0000-4260	225.00 Total : 225.00
99719	10/15/2012	890286 CALIFORNIA CLAIMS	2012-10224		WORKER'S COMP ADMIN FEE	

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99719	10/15/2012	890286 CALIFORNIA CLAIMS	(Continued)		01-106-0000-4270	1,500.00	
					Total :	1,500.00	
99720	10/15/2012	890324 PEREZ, JUAN	080412		SPORTS OFFICIAL	60.00	
			09/08/12 & 09/15/12		17-420-1328-4260	160.00	
			092212		SPORTS OFFICIAL	92.00	
			092612		SPORTS OFFICIAL	48.00	
			092912		SPORTS OFFICIAL	80.00	
					17-420-1328-4260	80.00	
					Total :	440.00	
99721	10/15/2012	890358 BALLIN, PHILLIP ARTHUR	091912		COMMISSIONER'S REIMBURSEMENT	50.00	
					01-310-0000-4111	50.00	
					Total :	50.00	
99722	10/15/2012	890362 RTB BUS LINE	1367		TRANSPORTATION SERVICES TO MISE	350.00	
			1376		07-440-0443-4260	700.00	
			1377		TRANSPORTATION SERVICES TO LA C	750.00	
					07-440-0443-4260	750.00	
					TRANSPORTATION SERVICES TO DISN	1,800.00	
					04-2391	1,800.00	
					Total :	1,800.00	
99723	10/15/2012	890452 MARTINEZ, GUSTAVO	08/11, 08/15 & 08/18		SPORTS OFFICIAL	84.00	
			090812		17-420-1328-4260	24.00	
					SPORTS OFFICIAL	108.00	
					17-420-1328-4260	108.00	
					Total :	108.00	
99724	10/15/2012	890480 MARTINEZ, CECILIA	091912		COMMISSIONER'S REIMBURSEMENT	50.00	
					01-310-0000-4111	50.00	
					Total :	50.00	
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99725	10/15/2012	890534 WHENTOWORK, INC.	60533441-100-12		ONLINE SCHEDULING SERVICE - OCT'		
					01-420-0000-4260	440.00	
					Total :	440.00	
99726	10/15/2012	890546 BARAJAS, CRYSTAL	SEPT 2012		MARIACHI MASTER APPRENTICE PRO		
					10-424-3678-4260	165.00	
					Total :	165.00	
99727	10/15/2012	890584 POWERLINE BATTERY SPECIALIST	2381		PORTABLE RADIO BATTERY REPLACE		
					01-390-0410-4320	53.61	
					Total :	53.61	
99728	10/15/2012	890589 ALCOCER, ARACELY E.	AUG 2012		ZUMBA INSTRUCTOR		
			SEPT 2012		17-420-1337-4260	120.00	
					ZUMBA INSTRUCTOR		
					17-420-1337-4260	750.00	
					Total :	870.00	
99729	10/15/2012	890685 PASI, JAMISON	SEPT 2012		YOGA/PILATES INSTRUCTOR		
					17-420-1337-4260	120.00	
					Total :	120.00	
99730	10/15/2012	890686 CUE MUSIC PRODUCTIONS & STUDIO	100028		STUDIO TIME FOR MARIACHI MASTER		
					10-424-3678-4260	990.00	
					Total :	990.00	
99731	10/15/2012	890735 GONZALEZ, ERIC	SEPT 2012		BODY SCULPT INSTRUCTOR		
					17-420-1337-4260	90.00	
					Total :	90.00	
99732	10/15/2012	890740 MORAN, STEPHANIE	OCT 2012		WATER EXERCISE INSTRUCTOR		
					17-420-1338-4260	440.00	
					Total :	440.00	
99733	10/15/2012	890780 MISSION AMBULANCE, INC.	27728		LIFEGUARD SERVICES		
					01-430-0000-4260	11,734.76	
					Total :	11,734.76	

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99740	10/15/2012	890906 MEYERS NAVE	(Continued) 2012061003		LEGAL SERVICES 98-110-1055-4270 98-110-0000-4270	472.50 225.00
					Total :	30,917.52
99741	10/15/2012	890908 DOUGLAS BOND TRUSTEE	56-0300-01		WATER ACCT REFUND - 1135 AVIATION 70-2010	60.00
			56-0310-01		WATER ACCT REFUND - 1135 AVIATION 70-2010	60.00
					Total :	120.00
99742	10/15/2012	890909 BOWHAY, ROSEMARY	52-0010-08		WATER ACCT REFUND - 1947 EIGHTH 70-2010	11.46
					Total :	11.46
99743	10/15/2012	890910 FARRIS, PATRICIA	43-0260-06		WATER ACCT REFUND - 529 ORANGE (
					70-2010	3.33
					Total :	3.33
99744	10/15/2012	890911 MINZEY, JAMES	52-3392-08		WATER ACCT REFUND - 925 ORANGE (
					70-2010	53.80
					Total :	53.80
99745	10/15/2012	890912 NEVAREZ, ESMERALDA	39-1635-10		WATER ACCT REFUND - 1226 KEWEN 70-2010	65.49
					Total :	65.49
99746	10/15/2012	890913 PINEDO, ROSIE	58-3258-06		WATER ACCT REFUND - 719 N MEYER 70-2010	85.02
					Total :	85.02
99747	10/15/2012	890914 SIMONS, MARY ANNE	31-2130-06		WATER ACCT REFUND - 227 ALEXANDI 70-2010	5.91
					Total :	5.91
99748	10/15/2012	890915 REYES, EZEQUIEL	082512		SPORTS OFFICIAL 17-420-1328-4260	24.00
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99748	10/15/2012	890915	890915 REYES, EZEQUIEL	(Continued)		Total :	24.00		
99749	10/15/2012	890916	MENDOZA, JIM	SEPT 2012	SPIN CLASS INSTRUCTOR 17-420-1337-4260		75.00		
						Total :	75.00		
99750	10/15/2012	890917	CEVANTES, BIANCA N	08/11, 08/18 & 08/28	SPORTS OFFICIAL 17-420-1328-4260		78.00		
				09/15/12 & 09/26/12	SPORTS OFFICIAL 17-420-1328-4260		48.00		
						Total :	126.00		
99751	10/15/2012	890918	CASIMIRO, CHRISTOPHER	082512	SPORTS OFFICIAL 17-420-1328-4260		75.00		
				091512	SPORTS OFFICIAL 17-420-1328-4260		75.00		
						Total :	150.00		
99752	10/15/2012	890919	VARGAS, BERTHA	279199	REFUND - CANCELLATION ON NEW ME 04-2383		150.00		
						Total :	150.00		
99753	10/15/2012	890920	VASQUEZ, CRISTINA	977433	REFUND - SAN FRAN, SACRAMENTO & 04-2380		20.00		
						Total :	20.00		
99754	10/15/2012	890921	WALSH, SETSUKO	092712	SETTLEMENT PAYMENT 06-190-0000-4800		633.79		
						Total :	633.79		
143 Vouchers for bank code :		bank					Bank total :	539,291.00	
143 Vouchers in this report							Total vouchers :	539,291.00	

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Voucher List
CITY OF SAN FERNANDO

Page: 25

Bank code : bank

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

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HANDWRITTEN CHECKS

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99455	9/13/2012	103648 CITY OF SAN FERNANDO	PR 9-14-12		REIMBURSEMENT FOR PAYROLL W/E 01-1003 07-1003 08-1003 10-1003 11-1003 17-1003 27-1003 29-1003 70-1003 72-1003 73-1003	369,548.91 193.96 10,974.98 24,589.03 5,987.39 2,256.76 4,714.84 4,103.46 49,079.82 20,849.20 169.46
					Total :	492,467.81
99456	9/13/2012	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - SEPTEMBER 01-1160	3,315.23
					Total :	3,315.23
99457	9/13/2012	100940 DELTA CARE USA	DEMAND		DENTAL INSURANCE BENEFITS-SEPTEMBER 01-1160	469.92
					Total :	469.92
99458	9/13/2012	100943 DELTA INDEMNITY	DEMAND		DENTAL INSURANCE BENEFITS-SEPTEMBER 01-1160	12,666.15
					Total :	12,666.15
99459	9/13/2012	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INS BENEFITS-SEPTEMBER 01-1160	2,609.75
					Total :	2,609.75
99460	9/17/2012	890895 REYNA ACEREDO	08-24-12		SETTLEMENT FOR R. ACEREDO 06-190-0000-4800	3,333.33
					Total :	3,333.33
99461	9/17/2012	890896 COUNTY OF LOS ANGELES	08-24-12		SETTLEMENT FOR R. ACEREDO CASE 06-190-0000-4800	1,666.67

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vchlist

Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99461	9/17/2012	890896 890896 COUNTY OF LOS ANGELES	(Continued)			Total : 1,666.67
99462	9/19/2012	890589 ALCOCER, ARACELY E.	9-19-12		PAYMENT FOR CLASSES TAUGHT 17-420-1337-4260	660.00
					Total :	660.00
99463	9/19/2012	890587 CHADWICK, MARK ALAN	08-13-12		PAYNT FOR FITNESS & POOL FACILITY 17-420-1337-4260	820.00
					Total :	820.00
99464	9/24/2012	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE PREMIUM-SEPTEMBER 01-1160	12,666.15
					Total :	12,666.15
99606	9/27/2012	103648 CITY OF SAN FERNANDO	PR 9-28-12		REIMBURSEMENT FOR PAYROLL W/E 27-1003 01-1003 07-1003 08-1003 10-1003 11-1003 17-1003 29-1003 70-1003 72-1003 73-1003	4,714.92 377,028.94 193.97 10,974.70 25,578.30 5,987.23 2,373.71 4,103.39 48,468.17 20,230.70 169.46
					Total :	499,823.49
99607	9/28/2012	103648 CITY OF SAN FERNANDO	SPR 9-28-12		REIMB FOR SPECIAL PAYROLL W/E 9-28-12 01-1003 17-1003	19,571.14 2,333.45
					Total :	21,904.59
12 Vouchers for bank code : bank						Bank total : 1,052,403.09
12 Vouchers in this report						Total vouchers : 1,052,403.09

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vchlist

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Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank

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

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ORDINANCE NO. 1624**AN ORDINANCE OF THE CITY OF SAN FERNANDO AMENDING ARTICLE II (“CABLE COMMUNICATIONS FRANCHISING”) OF CHAPTER 86 (“TELECOMMUNICATIONS”) OF THE SAN FERNANDO CITY CODE IN ACCORDANCE WITH THE DIGITAL INFRASTRUCTURE AND VIDEO COMPETITION ACT OF 2006**

WHEREAS, cities and counties within the State of California have traditionally had the authority to issue franchises to, and thereby regulate, providers of cable services within their respective jurisdictions, in accordance with federal, state, and local law; and

WHEREAS, the Digital Infrastructure and Video Competition Act of 2006 (Public Utilities Code sections 5800 *et seq.* (“DIVCA”)) became effective January 1, 2007; and

WHEREAS, DIVCA established a statewide franchising procedure for video service providers, administered by the California Public Utilities Commission (“CPUC”); and

WHEREAS, under certain circumstances as set forth in DIVCA, DIVCA preempts the City’s authority to issue franchises and provides, in those circumstances, that the CPUC has the sole authority to award state franchises for the provision of video services; and

WHEREAS, DIVCA authorizes the City to exercise certain authority over state franchise holders; and

WHEREAS, the City of San Fernando desires to exercise that authority and to facilitate the implementation of DIVCA by setting forth regulations for the provision of video service by state franchise holders within the City.

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

SECTION 1. Article II (“Cable Communications Franchising”) of Chapter 86 (“Telecommunications”) of the San Fernando City Code is hereby amended in its entirety to read as follows:

“ARTICLE II. – VIDEO SERVICE PROVIDED BY STATE FRANCHISE HOLDERS

Sec. 86-26. – Purpose and Applicability.

The purpose of this Article is to set forth regulations for the provision of video service by state franchise holders, in accordance with the Digital Infrastructure and Video Competition Act, California Public Utilities Code sections 5800-5970 (“DIVCA”). This Article shall apply to video service providers operating within the City pursuant to a valid state franchise.

Sec. 86-27. - Definitions.

For the purposes of this Article, the words set out in this section shall have the following meanings:

“*City*” means the City of San Fernando.

“*City Administrator*” means the City Administrator of the City of San Fernando or his/her designee.

“*Franchise Fee*” shall have the meaning given that term by subdivision (g) of Public Utilities Code section 5830 or its successor.

“*Gross Revenues*” shall have the meaning given that term by California Public Utilities Code section 5860 or its successor.

“*Holder*” or “*Holder of a State Franchise*” shall have the meaning given that term by subdivision (h) of Public Utilities Code section 5830 or its successor.

“*Material Breach*” shall have the meaning given that term by subdivision (j) of Public Utilities Code section 5900 or its successor.

“*Network*” shall have the meaning given that term by subdivision (l) of Public Utilities Code section 5830 or its successor.

“*State Franchise*” shall have the meaning given that term by subdivision (p) of Public Utilities Code section 5830 or its successor.

“*State Franchise Holder*” shall have the same meaning as “*Holder*” or “*Holder of a State Franchise*” set forth in Sec. 8-27(5).

“*Video Service*” shall have the meaning given that term by the California Public Utilities Code section 5830(s) or its successor.

Sec. 86-28. - Franchise Fee for State Franchise Holders.

Each State Franchise Holder shall remit to the City a Franchise Fee in the amount of five percent (5%) of the Gross Revenues of the State Franchise Holder in compliance with California Public Utilities Code sections 5840(q), 5860(a) and (d).

Sec. 86-29. - Public, Educational, and Governmental Access (“PEG”) Channels.

- (1) Each State Franchise Holder shall remit to the City a fee to support public, educational and governmental access PEG channel facilities in the amount of one percent (1%) of the Gross Revenues of the State Franchise Holder in compliance with California Public

Utilities Code section 5870. All revenue collected pursuant to this fee shall be deposited in a separate fund and shall only be expended for the purpose of supporting PEG channel facilities.

- (2) Each State Franchise Holder shall furnish, on an annual basis, a statement within ninety (90) days of the close of the calendar year, either audited and certified by an independent certified public accountant or certified by an officer of the State Franchise Holder, reflecting the total amount of Gross Revenues, as defined in Public Utilities Code section 5860, for the preceding calendar year, and all payments, deductions and computations used to determine the amount of the remittances required by subsection (A) of this Section during the preceding calendar year. The City Administrator may establish, and from time to time revise, such additional reporting requirements as are necessary to ensure that the basis for the calculation of the amount of remittances are adequately explained and documented, and each State Franchise Holder shall comply with such additional reporting requirements; provided that each State Franchise Holder shall have first been provided written notice of such requirements at least fifteen (15) days prior to the beginning of the calendar year.
- (3) Notwithstanding subdivision (n) of Public Utilities Code section 5870, upon expiration of any State Franchise, without any action of the City Council, this section shall be deemed to have been automatically reauthorized, unless the State Franchise Holder has given the City written notice sixty (60) days prior to the expiration of the State Franchise that the section will expire pursuant to the terms of subdivision (n) of Public Utilities Code section 5870.

Sec. 86-30. - Customer Service Penalties by State Franchise Holders.

- (1) Any State Franchise Holder shall comply with the customer service provisions set forth in Public Utilities Code section 5900.
- (2) The City shall impose the following penalties against a State Franchise Holder for any Material Breach of the customer service provisions set forth in subsection (A) of this section:
 - (a) For the first occurrence of a Material Breach, a penalty of five hundred dollars (\$500.00) shall be imposed for each day of each Material Breach, not to exceed one thousand, five hundred dollars (\$1,500.00) for each occurrence of the Material Breach.
 - (b) For a second occurrence of a Material Breach of the same nature as the first Material Breach that occurs within twelve (12) months, a penalty of one thousand dollars (\$1,000.00) shall be imposed for each day of each Material Breach, not to exceed three thousand dollars (\$3,000.00) for each occurrence of the Material Breach.

- (c) For a third or further occurrence of a Material Breach of the same nature as the previous Material Breaches that occurred within the preceding twelve (12) months, a penalty of two thousand, five hundred dollars (\$2,500.00) shall be imposed for each day of each Material Breach, not to exceed seven thousand, five hundred dollars (\$7,500.00) for each occurrence of the Material Breach.
- (3) The City Administrator shall have the authority to assess penalties for any Material Breach by a Holder of a State Franchise. Prior to assessing penalties for a Material Breach, the City Administrator shall first provide the State Franchise Holder with written notice of any alleged Material Breach of the customer service provisions set forth in California Public Utilities Code section 5900 and shall allow the State Franchise Holder at least thirty (30) days from receipt of the notice to remedy the specified Material Breach.
- (4) A Material Breach for the purposes of assessing penalties shall be deemed to have occurred for each day within the jurisdiction of the City, following the expiration of the period specified in subsection (3) of this section that any Material Breach has not been remedied by the State Franchise Holder, irrespective of the number of customers affected.
- (5) The City shall submit one half (1/2) of any penalty amounts it receives to the Digital Divide Account established by California Public Utilities Code section 280.5.
- (6) No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the state franchise holder.
- (7) The penalty amounts set out in subsection (B) of this section are based on the maximums allowed under subsection (d) of California Public Utilities Code section 5900, and the City desires to set the penalty amounts at the highest amount authorized by law.

Sec. 86-31. - Authority to Examine and Audit Business Records.

The City shall conduct audits and evaluations to ensure that it receives all Franchise Fee revenue to which it is entitled to at the times and in the amounts specified by Public Utilities Code section 5860. The City Administrator is hereby authorized, either with or without the assistance of a duly authorized representative, to examine the business records of the Holder of the State Franchise in accordance with subdivision (i) of Public Utilities Code section 5860.”

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 3. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 15th day of October, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Maribel S. Medina, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 15th day of October, 2012 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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CITY CLERK'S OFFICE**MEMORANDUM**

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator
By: Elena G. Chávez, City Clerk

DATE: October 15, 2012

SUBJECT: Approval of Professional Services Agreement with Martin & Chapman Co. for Services Relating to the General Municipal Election on March 5, 2013

RECOMMENDATION:

It is recommended that the City Council approve a professional services agreement (Attachment "A") with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the General Municipal Election on March 5, 2013.

BACKGROUND:

- 1) On November 21, 1994, City Council adopted Ordinance No. 1452 which states that the General Municipal Election will be held on the first Tuesday after the first Monday in March of each odd-number year. The next General Municipal Election is scheduled for March 5, 2013.
- 2) On October 1, 2012, City Council adopted three Resolutions (i.e., Calling Election, Requesting County Services, and Consolidating with the City of Los Angeles) in preparation for the upcoming election.
- 3) On March 5, 2013, the City will hold its general municipal election. The large scope of activities involved in properly executing an election and the numerous legal requirements for public notices, election materials and supplies require that the City Clerk obtain outside assistance.

ANALYSIS:

Implementation and coordination of an election requires the acquisition of specialty materials and supplies including nomination petitions; forms and notices; official ballots; sample ballot pamphlets (typesetting, printing, and mailing of); rosters of voters; vote-by-mail supplies and tracking system software; and precinct kits (i.e., provisional voting materials, signs, etc.). All

Approval of Professional Services Agreement with Martin & Chapman Co. for Services Relating to the General Municipal Election on March 5, 2013

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materials must be translated to meet Voting Rights Act and Help America Vote Act Federal requirements.

Martin & Chapman Co. (located in Anaheim) is the elections consultant/supplier of choice for 65+ cities in the Los Angeles (including San Fernando since 1964) and Orange counties who conduct their own elections. More than 400 cities, counties and associations in California and Nevada are clients. Martin & Chapman Co. has a widespread, outstanding reputation, and takes a proactive stance in working with cities in meeting State and Federal requirements.

Martin & Chapman Co. is the only full service vendor in California that provides a unique combination of services specializing in municipal elections. Staff is recommending approval of sole source procurement pursuant to the bidding exception as noted in the San Fernando Municipal Code Division 6, Section 2-806 (Bidding Exceptions).

BUDGET IMPACT:

None. The adopted FY 2012-2013 budget includes \$38,500 for contractual services pertaining to the General Municipal Election.

It should be noted that because the City Council has approved election consolidation with the City of Los Angeles and election costs will be shared, staff anticipates a reimbursement of approximately \$20,000 from the City of Los Angeles before the end of the fiscal year.

ATTACHMENT:

A) Agreement for Professional Services with Martin & Chapman Co.

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

THIS AGREEMENT, is entered into this ____ day of _____, 2012 by and between the City of San Fernando, a California municipal corporation, ("CITY"), and Martin & Chapman Co., a California Corporation ("Consultant"). CITY and CONSULTANT are collectively referred to herein as the "Parties."

RECITALS

A. CITY desires to have certain election consulting services provided to assist CITY in the conduct of the March 5, 2013 General Municipal Election, which is a mailed ballot election, as more fully set forth in the Scope of Services, attached hereto as Exhibit A.

B. CONSULTANT represents it is qualified and capable of furnishing the labor, materials and expertise necessary to perform such services in accordance with the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Term and Time of Performance.**

1.1 This Agreement shall commence upon _____, 2012 (the "Commencement Date") and shall remain and continue in effect through June 30, 2013 (the "Termination Date"), unless earlier terminated pursuant to the provisions of this Agreement.

1.2 CITY may extend this Agreement for up to sixty (60) days beyond the Termination Date by giving signed written notice to CONSULTANT at any time on or prior to the Termination Date. Such extension shall be at the CITY's sole and absolute discretion.

2. **Performance.**

2.1 CONSULTANT shall perform the services and tasks described and set forth in the Scope of Services, Exhibit A and defined therein as "Services." Additional services must be mutually agreed upon in writing signed by both Parties prior to performance of those additional services.

2.2 CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services under this Agreement in accordance with the standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality as the CITY under similar circumstances and in a manner reasonably satisfactory to CITY. CONSULTANT shall at all times comply with the highest ethical standards when performing Services for the CITY.

2.3 CONSULTANT shall keep itself informed of all local, state, and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such ordinances, laws and regulations. CITY, and its officers, officials, employees, agents or volunteers shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

2.4 CONSULTANT shall not be compensated for any work performed not specified in Exhibit A unless CITY authorizes such work in advance and in writing.

3. **Compensation.** CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the Services required by this Agreement, the rate and expense reimbursement set forth in Exhibit B ("Rate and Expenses"). The Rate and Expenses shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including without limitation, all labor, materials, delivery, and tax, as applicable).

4. **Method of Payment.**

4.1 Invoice. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to the CITY which lists reimbursable costs per item provided or task performed, based on, but not limited to, the proposal of estimated services and costs (as set forth in Exhibit "A")

4.2 Payment by CITY. Payment of the invoice shall be made by CITY within thirty (30) days following receipt of the invoice as to all non-disputed fees. If CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of the disputed invoice. Any amounts in dispute shall be withheld until resolution.

5. **Personnel.** All persons performing Services shall have all the necessary technical expertise, permits, professional licenses, certificates, training, and other qualifications required by this Agreement or other applicable laws. CONSULTANT shall provide CITY with the permits, licenses, and certificates at the request of CITY.

6. **Access.** CONSULTANT shall comply with all reasonable access and other restrictions that CITY may impose. No access to City property for performance of the Services shall be permitted prior to delivery to CITY of proof of insurance paid and maintained by CONSULTANT.

7. **CONSULTANT's Duties and Representations.** CONSULTANT represents, covenants and agrees as follows:

7.1 There are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.

7.2 CONSULTANT presently has no interest and shall not have any interest,

direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

7.3 There is no litigation pending against CONSULTANT and CONSULTANT is not the subject of any criminal investigation or proceeding, and neither CONSULTANT nor its personnel, to its actual knowledge, have been convicted of a felony.

8. Independent CONSULTANT.

8.1 CONSULTANT is and shall at all times remain, as to CITY, a wholly independent CONSULTANT. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, officials, employees, agents, or volunteers of CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation or liability whatsoever against CITY, or bind CITY in any manner.

8.2 No employee benefits shall be available to CONSULTANT or its officers, employees, or agents in connection with the performance of this Agreement. Except for consideration paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for the CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT or its officers, employees, or agents for injury or sickness arising out of performing Services hereunder.

8.3 CONSULTANT agrees to pay and be responsible for paying all Federal, State and local taxes for compensation received by CONSULTANT from CITY while performing services for CITY.

9. Termination.

9.1 Termination Right. Either Party may, at any time, for any reason or for no reason, with or without cause, terminate this Agreement, by serving upon the other Party at least fifteen (15) days prior written notice. Upon receipt of such notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise.

9.2 Payment upon Termination. In the event this Agreement is terminated without cause pursuant to this section, CITY shall pay CONSULTANT for Services performed up to the time of termination and CONSULTANT shall submit an invoice to CITY as required under this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

9.3 **Actions Subsequent to Termination.** In the event of termination of this Agreement, CONSULTANT shall deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in the performance of this Agreement, whether completed or in progress, to CITY within thirty (30) days after the termination of this Agreement. CONSULTANT shall also take all such other action as CITY reasonably requires and shall cooperate with CITY to effectuate an orderly and systematic termination of CONSULTANT's duties and activities hereunder.

9.4 All of the terms and conditions in the Agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of this Agreement.

10. **Limitation of City's Liability.** City's liability on any kind of claim for any loss or damage arising out of, in connection with, or resulting from this Agreement, shall in no case exceed the amount that would be paid to CONSULTANT for the full performance of the Services required by this Agreement. In no event shall City be liable for anticipated profits or for incidental, consequential or punitive damages. City shall not be liable for penalties of any description. No City official, employee, agent or volunteer shall be personally liable for any kind of claim for any loss or damage arising out of, in connection with, or resulting from this Agreement.

11. **Default.** CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this Agreement immediately by written notice to CONSULTANT.

12. **Indemnification.**

12.1 **Indemnity for Professional Liability.** When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, suits, demands, actions, losses, damages, judgments, settlements, penalties, fines, defensive costs or expenses, including without limitation, interest, attorneys' fees and expert witness fees, or liability of any kind or nature (collectively "claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, employees, subCONSULTANTs or agents (or any entity or individual that CONSULTANT shall bear the legal liability of) in the performance of professional services under this Agreement.

12.2 **Indemnity for Other than Professional Liability.** Other than in the performance of professional services as referenced in Section 12.1 and to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnified Parties from and against any and all claims, arising out of or attributable to the acts or omissions of CONSULTANT, or CONSULTANT's officers, employees,

subCONSULTANTs or agents (or any entity or individual that CONSULTANT shall bear the legal liability of) which in any way arise out of, result from, or are in any way related to, in whole or in part, the performance of this Agreement, excepting only liability arising out of the sole negligence or willful misconduct of the Indemnified Parties.

12.3 The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement. This indemnity is in addition to any other rights or remedies that the Indemnified Parties may have under the law.

13. **Insurance.**

13.1 CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT or CONSULTANT's officers, employees, or agents.

13.2 CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

13.3 CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) on a claims made basis, to protect City from any losses sustained through any errors or omissions committed by CONSULTANT or CONSULTANT's officers, employees, or agents.

13.4 CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation as required by law.

13.5 CONSULTANT shall require each of its subCONSULTANTs to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

13.8 At all times during the term of this Agreement, CONSULTANT shall

maintain on file with the City Clerk, a certificate or certificates of insurance, satisfactory to the City Attorney, showing that the policies, including policies issued to CONSULTANT's subCONSULTANTS, are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk, such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as additional insured; provided, however, an endorsement naming the City as an additional insured is not required for the Professional Liability Insurance policy. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled, non-renewed, reduced, or materially changed except with thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

13.9 The insurance provided by CONSULTANT shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, employees, agents, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. CONSULTANT hereby waives all rights of subrogation against City.

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

14. **Assignment and Subcontracting.** CONSULTANT shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Any assignment or subcontract made in violation of this section is invalid and void.

15. **Non-Discrimination.** CONSULTANT shall not discriminate based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity performed pursuant to this Agreement.

16. **Ownership of Work Product.** All documents or other information created, developed or received by CONSULTANT shall be the sole property of City. CONSULTANT shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

17. **Notices.** All notices, approvals, consents and other communications between the Parties shall be in writing, and shall be personally delivered or sent by certified mail (return receipt requested) or other delivery service which provides evidence of delivery, using the below listed addresses, or at such other address as may be furnished by either Party to the other in writing. Mailed notices will be deemed communicated as of the day of receipt.

- a. Address of CONSULTANT is as follows:
Scott Martin, President

Martin & Chapman Co.
1951 Wright Circle
Anaheim, CA 92806

- b. Address of City is as follows:
Elena G. Chávez, City Clerk
City of San Fernando
117 Macneil Avenue
San Fernando, CA 91340

(with a copy to):

Meyers Nave
Maribel S. Medina, City Attorney
City of San Fernando
633 West 5th Street, Suite 1700
Los Angeles, CA 90071

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.
19. **Governing Law.** This Agreement shall be interpreted and enforced according to, and the Parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.
20. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. Should any provision of this Agreement is determined be a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall in no way be affected, impaired or invalidated.
21. **Entire Agreement and Modifications.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the Parties, and any and all negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may only be modified in writing signed by both Parties.
22. **Waiver.** The waiver by either Party of a breach or default by the other Party shall not be deemed a waiver of any different or later breach whether of the same or other covenant or condition; nor shall any delay or omission by either party to exercise any right it may have hereunder operate as a waiver of any breach or default of such a right. The failure of either Party to this Agreement to exercise any of its rights under this Agreement does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other party any contractual rights by custom, estoppel, or otherwise.

23. **Force Majeure.** Neither Party shall be considered in default of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” shall mean flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, federal, state, or municipal action, statute, ordinance, or regulation, embargoes of the United States government or any other government, which by exercise of due diligence such party could not reasonably have been expected to avoid and by exercise of due diligence has been unable to overcome. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give written notice within five (5) business days of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

24. **City Not Obligated to Third Parties.** City shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

25. **Attorneys’ Fees.** In the event a dispute, claim or litigation arises regarding this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys’ fees and actual costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief which is obtained.

26. **Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

27. **Headings.** Headings used in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.

28. **Survival of Terms.** All of the terms and conditions in this Agreement related to payment, confidentiality, indemnification and waiver shall survive termination of this Agreement.

29. **Authority to Execute This Agreement.** The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he or she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations under this Agreement.

The Parties are signing this Agreement on the date stated in the introductory clause.

MARTIN & CHAPMAN CO.

CITY OF SAN FERNANDO

By: Scott Martin, President & Owner

By: Al Hernández, City Administrator

ATTEST:

APPROVED AS TO FORM:

Elena G. Chávez, City Clerk

Maribel S. Medina, City Attorney

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform municipal election services (“Services”) to assist City in the conduct of the March 5, 2013 General Municipal Election. At the request of the City Administrator, or his designee, CONSULTANT shall perform all required Services, including but not limited to, the following:

- A. Provide all necessary election advice, supplies and services for the City’s March 5, 2013 General Municipal Election (“Election”).
- B. Provide a Calendar of Election Events for the Election setting out dates and requirements of the Election Code.
- C. Be available by email or by telephone for consultation regarding the Election.
- D. Be available at any time to the Election Official, prior to, during and for a reasonable time after the Election, and during the same period to, upon request, work in cooperation with the Election Official upon any Election task or problems which may arise.
- E. Furnish working forms, outlines, check lists and schedules which will aid the City Clerk in keeping track of procedural details of the election.
- F. Prepare, print and mail ballot cards and associated materials to voters.
- G. Prepare and mail Sample Ballot Voter Information Pamphlets to all eligible voters.
- H. Prepare Precinct Supplies for all voting precincts in the languages required for City.
- I. Secure the services of all foreign language translators for City’s translation requirements.
- J. Otherwise provide such other special and unique services in close cooperation with the City Clerk as may be necessary for the successful conduct of the election.
- K. Be at a designated site on the day of the Election, and to tabulate the votes cast pursuant to the election. CONSULTANT shall have all votes counted by twelve midnight (12:00 A.M.) on Election Day. If CONSULTANT fails to do so it shall waive all charges to City for ballot counter rental.

In performing Services, CONSULTANT shall be impartial as to all issues on the ballot and treat all persons impartially, including, but not limited to, political action committees and their representatives.

EXHIBIT B

RATE AND EXPENSES

A. Consideration

In consideration for the Services provided by CONSULTANT under this Agreement, City shall pay CONSULTANT an amount not to exceed \$35,000 for Services rendered. CONSULTANT shall provide similar products and services as those shown on the attached invoice from the March 2011 General Municipal Election, at a rate not to exceed one hundred and five percent (105%) of the amount charged on that invoice for each specific product or service.

If CITY requests services additional to those described in Exhibit A, such additional services shall be paid at the rate agreed upon in a writing signed by both Parties. The City Administrator, or his designee, may negotiate the fee for additional services and execute the writing on behalf of the CITY.

B. Expenses

CITY shall reimburse CONSULTANT for the cost of shipping services and postage to mail ballots, at cost, with no mark-up. No other expenses shall be reimbursed unless pre-approved in writing by the City Administrator or his designee.

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator
By: Ismael Aguila, Recreation and Community Services Department

DATE: October 15, 2012

SUBJECT: Award of Contract for the Elderly Nutrition Program

RECOMMENDATION:

It is recommended that the City Council award and approve a professional services agreement (Attachment "A") with Morrison Management Specialists (MMS) for an amount not to exceed \$84,877 to provide meals for the Elderly Nutrition Program operated from Las Palmas Park.

BACKGROUND:

1. On March, 29, 2012 the County of Los Angeles Community and Senior Services recommended a maximum annual allocation of \$84,877 for the Elderly Nutrition Program operated from Las Palmas Park, with the contract term to be from July 1, 2012 through June 30, 2016.
2. On April 12, 2012, the City of San Fernando submitted a Letter of Intent to accept the recommended funding.
3. On May 22, 2012, the County of Los Angeles Board of Supervisors approved the execution of the contract for the provision of elderly nutrition program services for a four-year term.
4. On September 5, 2012, staff issued a Request for Proposals (RFP) to provide catering and meal services for the Elderly Nutrition Program under the authority of the City of San Fernando.
5. On September 28, 2012, the City received one proposal from MMS.
6. Since September 28, 2012 City staff evaluated the proposal and recommends that MMS be awarded a contract to provide nutritious meals for the Elderly Nutrition Program.

Award of Contract for the Elderly Nutrition Program

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ANALYSIS:Federally-Funded Elderly Nutrition Programs

The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act (OAA) which funds two nutrition programs designed to provide meals for older persons; a congregate meal program and a home-delivered meal program. These meals must provide one-third of the daily recommended dietary allowances. There is no income restriction for recipients, but service providers must target persons most in need. Funding limitations restrict the number of persons who can receive meals.

(1) The *Congregate Meals Program* was designed to combat both poor nutrition and social isolation amongst older persons. These meals are served in group settings in locations such as senior centers. Meals are often coordinated with other social services such as transportation, educational presentations, health screenings, wellness programs and recreation. The annual funding allocation for the program at Las Palmas Park is \$46,803.

(2) The *Home-Delivered Meals Program* assists people who are homebound. Designed to help prevent unnecessary institutionalization, this program helps the frail elderly maintain independence and avoid social isolation. The annual funding allocation for the program operating from Las Palmas Park is \$37,074. In addition there is an annual funding allocation of \$1,000 for Telephone Reassurance which provides regular contact and safety checks by trained staff to reassure and support older individuals who are homebound.

City of San Fernando Elderly Nutrition Program

In 2008, the County of Los Angeles notified City staff that Santa Clarita Valley Committee on Aging would no longer be able to administer the Elderly Nutrition Program for the City of San Fernando. In October 2008, the City of San Fernando commenced the administration of the Elderly Nutrition Program with the understanding that the County would continue to look for a permanent provider.

The City's new role for this program was due to the County's inability to find a replacement organization. If the City had not moved to replace the Santa Clarita Valley Committee on Aging, the program would have ceased at that time. As part of the administration of the program, the City subcontracted with MMS in 2008 to provide the meals.

Morrison Management Specialists (MMS)

The award of this contract will allow MMS to continue as the meal provider for the Elderly Nutrition Program. MMS has been a subcontractor for both the Los Angeles County Area Agency on Aging and the Department of Aging of the City of Los Angeles for more than 25 years. They have served the City's program from 40 to 300 congregate and 20 to 35 home-delivered meals per day at the same unit rate. MMS also sends a representative to attend regularly scheduled quality assurance meetings with both City staff and County representatives.

Award of Contract for the Elderly Nutrition Program

Page 3

Under this contract, MMS will provide approximately 85 meals per day; consisting of 50 congregate and 35 home delivered meals. The meals will meet all requirements per the Los Angeles County Department of Aging (AAA) and the California Department of Aging (CDA), be approved by the Los Angeles County Dietary Administrative (DASS Program) Support Services, and certified by the AAA Nutritionist.

RFP Criteria

Staff has analyzed the project, funding, and the bid submitted. The selection process of the candidate bidder was based on 1) level of experience and training of personnel assigned to this contract, 2) breadth and depth of the resources of the company, 3) ability to meet specifications and terms and conditions of this RFP, and 4) pricing structure. No single objective constituted the basis for selection. Upon review, staff recommends MMS as the vendor based on the ability to provide high quality service for the Elderly Nutrition Program as well having met all of the requirements set forth on the RFP at the lowest cost.

Key Terms of Contract

The initial term of the contract is from November 1, 2012 through October 31, 2013 with an option for an extension of the contract through June 30, 2016. The contract extension may be offered at the sole discretion of the City if funding is available; the contractor meets performance criteria as specified in the contract and deemed satisfactory by the City; and all parties sign and agree to an amendment for the extension

CONCLUSION:

The City of San Fernando currently facilitates and assists in providing approximately 85 well-balanced meals to seniors in and around the City of San Fernando. With the approval of this contract, seniors will continue to receive this valuable service. This program has increased in attendance and use over the past few years and provides a stable foundation for nutrition and services to a population which is at high risk for health-related issues.

BUDGET IMPACT:

The expenses for the Elderly Nutrition Program have been budgeted. There will be no budget impact to General Fund for FY 2012-2013.

ATTACHMENT:

A. Contract

ATTACHMENT "A"**PROFESSIONAL SERVICES AGREEMENT**

This professional services agreement ("Agreement") is dated November 1, 2012, and is between the City of San Fernando, a municipal corporation ("CITY"), and Morrison Management Specialists, ("CONTRACTOR").

A. CITY has determined that it requires professional services from a catering service provider for the preparation of senior meals for the Senior Nutrition Program in the City of San Fernando in accordance with a Request for Proposals dated September 5, 2012.

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

The parties therefore agree as follows:

1. DEFINITIONS

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

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

"Commencement Date": November 1, 2012

"Expiration Date": October 31, 2013

2. CONTRACTOR'S SERVICES

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

Time for Performance. CONTRACTOR shall perform the services identified in the Scope of Services from the Commencement Date through the Expiration Date, and in accordance with the Project Schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference.

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

Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances, codes and regulations applicable to this Agreement, including, without limitation, all standard CDBG regulations.

3. REPRESENTATIVES

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

Contractor Representative. For the purposes of this Agreement, Edward Clark, CONTRACTOR's Regional Vice President, Western Region, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONTRACTOR without the prior written approval of CITY, such approval not to be unreasonably withheld or delayed; however, CITY's approval shall not be required if the change is due to the Responsible Principal no longer being employed by CONTRACTOR.

4. CONSULTANT'S PERSONNEL

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

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

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

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

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

5. FACILITIES AND EQUIPMENT

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

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 21 herein. The City Administrator may extend the term of this Agreement for a term not exceeding 4 years. Such extension must be in writing and signed by both parties.

7. COMPENSATION

A. CITY agrees to compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed Eighty-Four Thousand, Eight Hundred and Seventy Seven dollars (\$84,877) payable in accordance with the Approved Fee Schedule and Section 8 of this Agreement. The compensation payable hereunder includes all professional services. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONTRACTOR. No claims for compensation in excess of the not-to-exceed amount will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to the City Representative and approved by the City Council.

B. CONTRACTOR shall be entitled to reimbursement for travel expenses as provided in Section 10 of this Agreement.

C. Additional Services. CITY will not allow claims for additional services performed by CONTRACTOR beyond the services set forth in the Scope of Services unless CITY authorizes such additional services in writing prior to the performance of additional services. Additional services, if any are authorized, shall be compensated on a time and materials basis in accordance with the Approved Fee Schedule. CITY shall pay all undisputed portions of fees for additional services within thirty (30) calendar days of CITY's receipt of CONTRACTOR's invoice to CITY for additional services.

8. METHOD OF PAYMENT

CONTRACTOR shall submit to CITY an invoice, according to the Project Schedule in Exhibit B, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days services were provided, number of meals served, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized

expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7. Payments shall be made to CONTRACTOR in accordance with the Approved Fee Schedule. CITY shall pay CONTRACTOR any disputed amounts that CITY owes within thirty calendar (30) days of resolution of the dispute, if the dispute is resolved in favor of CONTRACTOR.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement, with the exception of recipes and procedures manuals, shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONTRACTOR may take and retain copies of the written products as desired. The written products shall not be the subject of a copyright application by CONTRACTOR.

10. TRAVEL REIMBURSEMENT

Travel required by CONTRACTOR or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses must be pre-authorized by CITY and shall be based upon the approved rates of the Los Angeles County Auditor-Controller. All requests for travel reimbursement shall be accompanied by appropriate documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to CITY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation or liability whatever against CITY, or bind CITY in any manner. No employee benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of CONTRACTOR's performance of services under this Agreement.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement (collectively "data") are deemed confidential and shall not be disclosed by CONTRACTOR without CITY's prior written consent. CITY shall grant consent if disclosure is legally required or necessary to provide the services under this Agreement. CONTRACTOR shall return all data to CITY upon the termination of this Agreement, except for data contained in CONTRACTOR's business records. CONTRACTOR's obligation of confidentiality shall not apply to information which (i) is or becomes generally available to the public other than as a result of a disclosure by CONTRACTOR in violation of this provision, (ii) was in CONTRACTOR's possession or knowledge prior to its being furnished to CONTRACTOR in connection with this Agreement, provided that the source of such information was not known by CONTRACTOR to be bound by a confidentiality agreement with or similar obligation with respect to such information, (iii) becomes available to CONTRACTOR on a non-confidential basis from a source other than the CITY, provided that, to CONTRACTOR's knowledge, such source is not bound by a confidentiality agreement with or similar obligation to the CITY with respect to such information, or (iv) is independently developed by CONTRACTOR under circumstances not involving a breach of this section by CONTRACTOR. CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CONTRACTOR shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84, Sec. 84.42. or 24 CFR Part 85.36(b)(3) (*for CBOs*) or 24 CFR Part 570.611 (*for Cities, County Departments, Divisions.*) CONTRACTOR hereby warrants for itself, its employees, agents, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

14. POLITICAL ACTIVITY/LOBBYING CERTIFICATION

CONTRACTOR shall not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the Agreement responsibility.

15. COUNTY LOBBY CERTIFICATION

CONTRACTOR shall comply with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031) and shall complete and execute the certification attached hereto as Exhibit D and incorporated herein by this reference. CITY may immediately terminate this Agreement if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of CONTRACTOR fails to comply with the provisions of the County Code.

16. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Contractor to maintain compliance with the requirements set forth in the "COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the City under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

17. INDEMNIFICATION

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, and its elected officials, officers, employees, agents, servants, designated volunteers, successors, assigns, and those City agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), from and against any and all claims, losses, liabilities, damages, demands, cause of actions, costs and expenses, including attorney's fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence recklessness or willful misconduct of CONTRACTOR, its officers, agents, employees, subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this Agreement, where design professional services are limited to architectural services provided in accordance with Chapter 3 of Division 3 of the California Business and Professions Code, landscape architectural services provided in accordance with Chapter 3.5 of Division 3 of the California Business and Professions Code, professional engineering services provided in accordance with Chapter 7 of Division 3 of the California Business and Professions Code and professional land surveying services provided in accordance with Chapter 15 of Division 3 of the California Business and Professions Code.

B. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the Indemnitees from and against any and all Claims, whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, except for such Claims arising from the sole negligence or willful misconduct of the Indemnities, as determined by final arbitration or court decision or by the agreement of the parties. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

C. It is expressly understood and agreed by the parties that the provisions of Paragraphs (A) and (B) of this Section are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the termination of this Agreement.

D. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless pursuant to Paragraph (B) of this Section includes the duty to defend as set forth in Section 2778 of the California Civil Code.

E. CONTRACTOR's obligations under this or any other provision of this Agreement shall not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the Indemnitees.

F. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless or defend the Indemnitees pursuant to Paragraphs (A) and (B) of this Section.

G. CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. The provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

H. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and, at CONTRACTOR's sole expense and with City's choice of counsel, indemnify, defend and hold the Indemnified Parties harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold the Indemnified Parties harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall

have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

18. INSURANCE

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

Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. In addition, VENDOR will add the City as an additional insured.

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

Worker's Compensation insurance as required by the State of California.

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

CONTRACTOR shall require each of its subconsultants or subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

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

Insurance Guide.

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

Prior to commencement of work under this Agreement, and throughout the term of this Agreement, VENDOR shall file with the City's Risk Manager a properly executed certificate or certificates of insurance and endorsements evidencing compliance with the requirements of this Section. Such certificates shall disclose VENDOR self-insured retentions or deductibles, which are subject to City approval, which shall not be unreasonably withheld. VENDOR agrees to provide certified copies of insurance policies if requested by City. All evidence of insurance and notices of cancellation shall be mailed to:

The City of San Fernando
Attn: Michael Okafor
117 Macneil Street
San Fernando, CA 91340

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

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

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR duties to indemnify, hold harmless or defend under Section 16 of this Agreement.

19. MUTUAL COOPERATION

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

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

20. RECORDS AND INSPECTIONS

CONTRACTOR shall keep all records of funds received from CITY and make them accessible

for audit or examination for a period of three years after final payments are issued and other pending matters are closed in accordance with 24 CFR Part 84, Sec. 84.53 (*for CBOs*) or 24 CFR Part 84, Sec 85.43 (*for Cities, County Departments, Divisions.*)

21. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon five (5) calendar days' written notice to the other party. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY, upon payment by the CITY for such products. In the event of termination or cancellation of this Agreement by CITY, CONTRACTOR shall be paid for services satisfactorily performed up to the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

22. FORCE MAJEURE

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

23. NOTICES

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

If to CITY:

Attn: Al Hernandez
Title: City Administrator

City of San Fernando
Address:

117 Macneil Street

San Fernando, CA 91340

Telephone: (818) 898-1202

Facsimile: (818) 361-7631

If to CONTRACTOR:

Attn: Edward Clark
Title: Regional Vice President, Western Region

Morrison Management Specialist, Inc.
Address:

1727 Axenty Way

Redondo Beach, CA 91307

Telephone: (310) 798-4017

Facsimile: (310) 564-2063

With a courtesy copy to:

Maribel Medina
Meyers Nave
633 West 5th Street, Suite 1700

Los Angeles, CA 90071
Phone: 213-626-2906
Facsimile: 213-626-0215

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246 requires that during the performance of this Agreement. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees, subcontractors and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of this nondiscrimination clause.

25. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 REQUIREMENTS

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 *et seq.*, CONTRACTOR shall, to the greatest extent feasible, provide opportunities for training and employment to lower-income residents of CITY and award contracts for work in connection with this Agreement to business concerns, which are located in, or owned in substantial part, by persons residing in CITY.

26. CIVIL RIGHTS ACT ON 1964

Pursuant to Title VI of the Civil Rights Act of 1964, CONTRACTOR shall not, on the ground of race, color, or national origin, exclude any person from participation in, deny the benefits of any person, or subject any person to discrimination in the performance the services under this Agreement.

27. HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Pursuant to Section 109, Title I of the Housing and Community Development Act of 1974, CONTRACTOR shall not, on the ground race, color, national origin, or sex, exclude any person from participation in, deny the benefits of any person, or subject any person to discrimination in the performance the services under this Agreement.

28. PROHIBITION OF AGE DISCRIMINATION

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

29. PROHIBITION AGAINST ASSIGNMENT

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

30. COSTS OF SUIT AND ATTORNEY'S FEES

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

31. ENTIRE AGREEMENT AND AMENDMENTS

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

32. GOVERNING LAW; JURISDICTION

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

33. SEVERABILITY

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

34. CAPTIONS

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

35. EXECUTION

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

[Signatures to follow]

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

CONTRACTOR

City Administrator

By:_____
Name:
Title:

ATTEST:

By:_____
Name:
Title:

City Clerk

(Two signatures are required for a corporation
pursuant to Civil Code Section 313.)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Provide Catering and Meal Services for the Elderly Nutrition Program coordinated at Las Palmas Park at 505 South Huntington Street, San Fernando. Such services shall include, but shall not be limited to, the following:

- Provision of 85 up to 100 nutritious senior meals, as needed for congregate and home delivered meals, Monday through Friday with menu to be approved by the Los Angeles County Area Agency on Aging Nutritionist.
- Provision of nutrition services (meals) that are intended to maintain or improve the physical and social well being of mobile older adults in a group setting Las Palmas Park 505 South Huntington in the City of San Fernando, to persons sixty (60) years of age or older and other individuals as determined to be eligible under the California Code of Regulations. These services include, but are not limited to: procurement, preparation, transportation, and the serving of meals. The average daily attendance at the congregate meal site is 60 people, Monday through Friday.
- Provision of nutritional services (meals) that are intended to maintain and/or improve the physical and social well-being of homebound older adults. The program ensures that nutritious meals are provided that will be delivered in home environments/settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These services include, but are not limited to: procurement, preparation, service and delivery of meals. The average number of home-delivered meals is 35 per day, Monday through Friday.
- Adherence to all requirements in this Scope of Services (Exhibit A) and the Statement of Work (Appendix A).
- Compliance with AAA Standards for safe and sanitary meal delivery.
- Maintenance of daily records that show the delivery temperature of the food is kept at safe levels as required by AAA Standards.

At such times, and in such forms as the City may require, there shall be furnished to the City by the Contractor the statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All records are to be retained by the Contractor for a period of three (3) years after termination of this Agreement, and all other pending matters.

EXHIBIT B
PROJECT SCHEDULE

CONTRACTOR shall complete and provide to the City all deliverables noted in EXHIBIT A by June 30, 2011 in accordance with the following timeline:

Meals for November 1-30, 2012	Invoice due by December 5, 2012
Meals for December 1-31, 2012	Invoice due by January 5, 2013
Meals for January 1-31, 2013	Invoice due by February 5, 2013
Meals for February 1-28, 2013	Invoice due by March 5, 2013
Meals for March 1-31, 2013	Invoice due by April 5, 2013
Meals for April 1-30, 2013	Invoice due by May 6, 2013
Meals for May 1-31, 2013	Invoice due by June 5, 2013
Meals for June 1-30, 2013	Invoice due by July 3, 2013

The Contractor is not required to provide services on City- recognized holidays

EXHIBIT C**APPROVED FEE SCHEDULE****Fee**

CITY shall compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed Eighty-Four Thousand, Eight Hundred and Seventy Seven dollars (\$84,877) payable in accordance with Section 8 of this Agreement.

Unit Rate

Additional services beyond those outlined in the Scope of Services, and if authorized in accordance with this Agreement, shall be compensated on a time and materials basis based on the unit rates identified in Table 1 below.

Table 1	
Unit Rate	
Congregate Meal	\$ <u>4.50</u>
Home Delivered Meal	\$ <u>4.50</u>

EXHIBIT D
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: October 15, 2012

SUBJECT: Co-sponsorship of Help-Portrait San Fernando 2012

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve City co-sponsorship of Help-Portrait San Fernando 2012 with Alas Media; and
- b. Approve the use of the City seal on Alas Media print material.

BACKGROUND:

1. On July 27, 2012, City staff met with representatives from Alas Media regarding a co-sponsorship of Help-Portrait San Fernando 2012 targeted for December 8, 2012.
2. On September 25, 2012, the EPAH Standing Committee motioned that the proposed co-sponsorship of Help-Portrait San Fernando 2012 be placed on the City Council agenda for October 15, 2012.

ANALYSIS:

Alas Media

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

Co-sponsorship of Help-Portrait San Fernando 2012

Page 2

Help-Portrait San Fernando

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

Last year, Alas Media provided portraits for 54 families by recruiting families from organizations that include: the Boys & Girls Club of San Fernando Valley, MEND, San Fernando Institute for Applied Media (SFiam), public schools in Panorama City, Woodcraft Rangers, San Fernando Senior Center, and San Fernando Senior Housing. This year, Alas Media will partner with the same organizations listed above as well as Morningside, O'Melveny and San Fernando Elementary schools to target 100 families! The event will be held on December 8, 2012 at Las Palmas Park from 9:00 a.m. to 4:00 p.m.

Alas Media Co-sponsorship Request

With the co-sponsorship and approval of the use of the City seal, the City of San Fernando will lend support to Help-Portrait San Fernando 2012 in the following manner:

- Use of the Multi-purpose Room at Las Palmas Park; and
- Assist with identifying low-income residents of the City of San Fernando to participate in the event.

CONCLUSION:

It is recommended that the City Council approve co-sponsorship of Help-Portrait San Fernando 2012 and authorize the use of the City seal. This co-sponsorship will allow for Alas Media to provide residents of the City and Northeast San Fernando Valley with holiday portraits for families who would otherwise not be able to afford them.

BUDGET IMPACT:

There will be no budget impact to the General Fund for FY 2012-2013.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator
By: Ron Ruiz, Public Works Director

DATE: October 15, 2012

SUBJECT: Slurry Seal Project - Update

RECOMMENDATION:

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

BACKGROUND:

1. On June 11, 2012, the City Council approved the 2012-2013 City goals for the Public Works Department which includes capital street improvements
2. Since July 2012, City's internal project infrastructure task force has held ongoing meetings to discuss and plan for future street projects.
3. On September 13, 2012, at the Budget Personnel and Finance (BPF) Standing Committee, staff reported the pavement management issues and announced the upcoming Slurry Seal Project.
4. On September 27, 2012, at the Public Safety, Veteran Affairs, Technology and Transportation (PVT) Standing Committee meeting staff reported the street management budget issues and announced the upcoming Slurry Seal Project.

ANALYSIS:

The project includes approximately two miles (366,156 square feet) of slurry seal treatment throughout various street locations within the City. Streets selected for this project are based on the City's Pavement Condition Index (PCI). The estimated project cost is \$340,000. The scope of the project can increase if the bidding process yields lower than expected unit costs. Staff will notify the City Council of any changes to the scope of work during the future Award of Contract process.

Slurry Seal Project - Update

Page 2

The project is tentatively set to begin in December 2012 and conclude in January 2013, pending weather conditions. A City outreach plan for all persons residing on impacted streets will also be implemented in advance of the project start date.

See the attached presentation for more project information.

CONCLUSION:

The Slurry Seal Project is a cost effective approach towards street improvements during a time of dwindling funding available for these type of work activities. This report is part of the staff's efforts to provide information about the project to the City Council and the public.

BUDGET IMPACT:

None.

ATTACHMENT:

A. PowerPoint Presentation

ATTACHMENT "A"



Slurry Seal Project Public Works Department October 15, 2012



Project Description

- The project includes approximately 2 miles (366,156 square feet) of slurry seal throughout various locations within the city.
- The estimated project cost is \$340,000
- Project Schedule is tentatively set to begin in December-and conclude in January, pending weather conditions.
- City outreach plan for all persons residing on impacted streets.

10/11/2012

Project Streets

- Fermoore Street from Second Street to Fourth Street
- Fourth Street from N. Maclay Avenue to Hubbard Avenue
- N. Huntington Street from Second Street to Fourth Street
- N. Lazard Street from Second Street to Cul-de-sac
- N. Meyer Street from Second Street to Cul-de-sac
- Orange Grove Avenue from Fourth Street to Fifth Street
- Orange Grove Avenue from Fifth Street to Glenoaks Boulevard
- Second Street from Hubbard Avenue to Harding Avenue

PCI Map

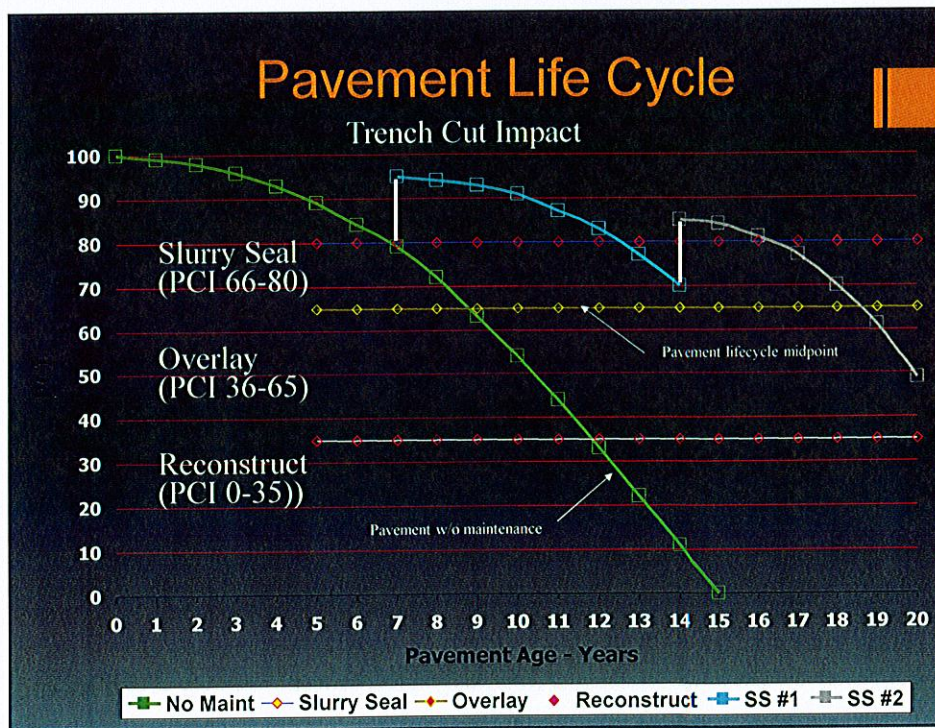
[PCI 2009.pdf](#)

10/11/2012

Selection Criteria

- Pavement Condition Index (PCI) 70-90
- To repair distressed and reinforce weakened pavement.
- Does not include streets with subsurface failure
- Does not include the construction of curb and gutter.
- There are approximately 15.5 miles of street which qualify for Slurry Seal.

Pavement Life Cycle



10/11/2012

PCI Readings (Draft)

	PCI	Feet	Miles	%
Reconstruct	0-10	5,865	1.11	2.38%
	10-20	9,910	1.88	4.01%
	20-30	13,160	2.49	5.33%
Overlay	30-40	36,335	6.88	14.71%
	40-50	25,190	4.77	10.20%
	50-60	17,900	3.39	7.25%
	60-70	24,115	4.57	9.77%
Slurry	70-80	34,010	6.44	13.77%
	80-90	47,895	9.07	19.40%
	90-100	32,560	6.17	13.19%
		246,940	46.77	100.00%

Project Schedule

- Construction Hours will be 8:00 am – 12 noon with no access until 4:00 pm.
- Work to be done during non-peak hours to avoid school and work commutes.

10/11/2012



Outreach

- Delivery of notices to all project street residents regarding the project
- Notices will include a project description, frequently asked questions and city contacts
- "No Parking" notices
- Website Information
- 1690 AM
- Message Boards
- Project Hotline

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**FINAL REPORT
IS NOT AVAILABLE**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER
ON MONDAY
OCTOBER 15, 2012**

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CITY COUNCIL**MEMORANDUM**

TO: City Councilmembers

FROM: Mayor Brenda Esqueda

DATE: October 15, 2012

SUBJECT: Presentation by Resident Regarding Converting Mission College to a Four-Year University

RECOMMENDATION:

I have placed this on the agenda for City Council discussion.

BACKGROUND:

At the City Council meeting on October 1, 2012, resident Sam Cordova requested San Fernando City Council endorsement to convert Mission College to a four-year university. I have requested that he make a presentation to the City Council.