



Mayor Mario F. Hernández
Mayor Pro Tem Brenda Esqueda
Councilmember Maribel De La Torre
Councilmember Sylvia Ballin
Councilmember Antonio Lopez

City Administrator
Al Hernández

SAN FERNANDO CITY COUNCIL

AGENDA

MARCH 5, 2012 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Mario F. Hernández

PRESENTATION

- a) DENTAL ASSISTANT RECOGNITION WEEK (MARCH 4 – 10)
- b) PRESENTATION BY CicLAvia REGARDING UPCOMING EVENTS

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

- 1) APPROVAL OF MINUTES OF FEBRUARY 21, 2012 – REGULAR MEETING

SAN FERNANDO CITY COUNCIL
AGENDA – MARCH 5, 2012
PAGE 2

2) APPROVAL OF WARRANT REGISTER NO 12-031

3) FINANCIAL STATEMENT – JANUARY 2012

Recommend that the City Council receive and file the Financial Statement for January 2012.

4) CITY ANNUAL FINANCIAL REPORTS

Recommend that the City Council receive and file the following annual reports for Fiscal Year 2010-11 (copies available in the Finance Department and City Clerk's Office):

- a. Comprehensive Annual Financial Report (CAFR) covering the financial activities of both the City and Redevelopment Agency; and
- b. Financial Transactions Report for the City.

5) CONCESSION STANDS – REQUEST FOR QUIMBY FUNDS

Recommend that the City Council adopt a Resolution approving an allocation of Quimby Funds for minor upgrades of the concession stands at Las Palmas Park and Pioneer Park in an amount not to exceed \$5,100.

NEW BUSINESS

6) MAKING AN ELECTION WITH RESPECT TO HOUSING ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY

Recommend that the City Council adopt a Resolution electing not to retain the responsibility for performing housing functions previously performed by the San Fernando Redevelopment Agency, and determining that all of the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former San Fernando Redevelopment Agency be transferred to the County of Los Angeles Housing Authority.

CONTINUED BUSINESS

7) AUTHORIZATION TO PROCEED WITH SAN FERNANDO SKATE PLAZA DESIGN

Recommend that the City Council:

- a. Approve the Letter of Commitment from the Rob Dyrdek Foundation, committing to reimburse the City \$25,000 for the design work (estimated total



SAN FERNANDO CITY COUNCIL
AGENDA – MARCH 5, 2012
PAGE 3

cost is \$50,000) of the proposed Skate Plaza and direct staff to submit the letter for the required Foundation signatures; and

- b. Authorize the City Administrator to execute the Professional Service Agreement between the City and California Skateparks, Inc. to prepare construction documents and bid specifications to facilitate the development of the San Fernando Skate Plaza, subject to receiving the signed Letter of Commitment from the Rob Dyrdek Foundation.

8) REQUEST TO FORM AN AD HOC COMMITTEE TO EVALUATE THE RESPONSES TO THE REQUEST FOR PROPOSAL FOR CITY ATTORNEY SERVICES

Recommend that the City Council appoint two representatives from the City Council to form an Ad Hoc Committee to evaluate the responses to the Request for Proposals for City Attorney services.

9) REQUEST TO FORM AN AD HOC COMMITTEE TO EVALUATE THE RESPONSES TO THE REQUEST FOR PROPOSAL FOR LABOR AND EMPLOYMENT LEGAL SERVICES

Recommend that the City Council appoint two representatives from the City Council to form an Ad Hoc Committee to evaluate the responses to the Request for Proposals for Labor and Employment legal services.

STANDING COMMITTEE UPDATES

- No. 1 Budget, Personnel and Finance (BPF)
Chair Mario F. Hernández
- 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 Brenda Esqueda

GENERAL COUNCIL COMMENTS



SAN FERNANDO CITY COUNCIL
AGENDA – MARCH 5, 2012
PAGE 4

STAFF COMMUNICATION

CLOSED SESSION

- A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
G.C. 54957

Title: City Administrator

- B) PUBLIC EMPLOYEE APPOINTMENT
G.C. 54957

Title: Chief of Police

- C) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
G.C. 54957

- D) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
G.C. 54956.9(a)

Name of Case: Barajas v. City of San Fernando, et al
Case No.: BC 459915

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

City Negotiator: City Administrator Al Hernandez
Employee Organizations: San Fernando Police Officers Association
San Fernando Public Employee Association (SEIU Local 721)

ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: March 1, 2012 (6:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office.

Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at www.sfcity.org.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.



San Fernando City Council

**SAN FERNANDO CITY COUNCIL
MINUTES**

**FEBRUARY 21, 2012 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Mario F. Hernández called the meeting to order at 6:16 p.m.

Present:

Council: Mayor Mario F. Hernández, Mayor Pro Tem Brenda Esqueda, Councilmembers Sylvia Ballin, Maribel De La Torre, and Antonio Lopez (arrived at 6:26 p.m. - previously notified staff that he was running late)

Staff: City Administrator Al Hernández, City Attorney Michael Estrada, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Hernández

PRESENTATIONS

The following presentation was made:

- a) RECOGNITION OF RATTLER SWIM TEAM OLYMPIC QUALIFIERS

APPROVAL OF AGENDA

City Administrator Hernández requested to add an item to Closed Session to discuss the consideration of an appointment of a public employee (Police Chief).

City Attorney Estrada explained that adding this item would require a *four-fifths vote and two findings: 1) the need to act arose after the agenda was posted; and 2) there is a need to act before the next regularly scheduled meeting.

City Administrator Hernández replied to questions from Mayor Pro Tem Esqueda and explained that the Police Department is short-handed.

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 2**

Motion by Mayor Hernández, seconded by Councilmember De La Torre, to add this item to the agenda. The motion *failed with the following vote:

AYES: Hernández, Esqueda, De La Torre – 3
NOES: Lopez, Ballin – 2

Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to approve the agenda (no changes). By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Mayor Hernández read the Rules of Decorum and Order reminding the public that they must observe the same rules applicable to the City Council.

Renato Lira (resident) said that he has, again, been threatened (called) by Councilmember De La Torre to not show up.

As a point of clarification and for the record, Councilmember De La Torre stated that she has never placed a phone call to Mr. Lira.

Renato Lira (continued) inquired about items on the Warrant Register, asked why the City is spending money for food service and trips, said things are getting worse, and he asked Mayor Hernández to step down.

In response to Mayor Pro Tem Esqueda's request for clarification regarding Mr. Lira's comments, Recreation and Community Services Operations Manager Ismael Aguila reported that the seniors have fundraisers and use their own money for their trips (the City only holds their funds).

Samuel Beltran (resident) said he would not take the commander's job, every time he picks up the local paper it has to do with the Police Department, he talked about incidents where he was shot and someone ran him down, and said that they (Council) were being impeached/fired, not recalled.

Paul Luna (resident) said that the corrected recall petitions have been submitted to the City and they look forward to getting them back as soon as possible so they can begin circulating the petitions for signatures. He thanked everyone in advance for giving this matter its due attention.

Irwin Rosenberg (SFPOA President) said he was dumbfounded to hear that the City Council majority, City Attorney, and City Administrator have identified a candidate to run the Police Department.

Mayor Pro Tem Esqueda said she does not appreciate the constant unfounded accusations (i.e., "Council majority") made toward her.

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 3**

Irwin Rosenberg (continued) said that he is extremely disappointed (this candidate is probably someone that will agree with the Council majority). He has sent a letter to the Attorney General and District Attorney's Office requesting an investigation based on information that three Councilmembers have had meetings behind closed doors and covered windows. He also asked if Decorum Rules apply to Councilmembers?

Doude Wysbeek (resident and former Mayor/Councilmember) said he was born and raised in Europe, was on the San Fernando City Council for 16 years, and believes "Gestapo tactics" are used to run this public meeting. Regarding agenda Item No. 8, he reported that he was on the MWD Board for 10 years and the Inspection Trips are part of the job (City Council should be ashamed of the accusations made against Councilmember Ballin).

David Hernández invited everyone to the Welcome Home Vietnam Veterans Day event on March 31, 2012, at Veterans Park in Sylmar.

Margie Carranza (Sylmar) said she is campaigning for State Assembly but does not want to take on District 39 with a problem city. San Fernando has a drastic problem, is the "talk of the town", and it's very embarrassing.

Julian Ruelas (resident) asked about the progress on the fire/safety issue and whether the City is current on its payments to L.A. Fire Dept. (City Administrator Hernández will contact him tomorrow). As far as Rules of Decorum and Order, he asked that Councilmembers hold up their end of the bargain (no accusations of business owners and residents, and not interrupting during the public's three-minute comment period).

Gilbert Berriozabal said he was here to show support for (former) Police Sgt. Nichole Hanchett. He was disappointed to learn that when she reached out to the City with complaints regarding the way she was treated, she was instead sacrificed as a scapegoat (a cowardly approach to the situation).

Mayor Pro Tem Esqueda responded that the article in the local paper that Mr. Berriozabal referred to has misinformation and she asked City Attorney Estrada what can we do (as a City) to protect ourselves?

City Atty. Estrada responded that he will discuss this with the counsel handling the case as to the extent that clarification can be made public.

Gil Madrid (resident) said he felt offended that Mayor Pro Tem Esqueda left during the last Council meeting, thinks the YouTube video (regarding the police officer giving out a citation) was a set up, and suggested that the next presentation (on the proposed water and sewer charge increases) include a pie chart showing where all the dollars go.

CONSENT CALENDAR

Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to approve the Consent Calendar Items:

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 4**

1) APPROVAL OF MINUTES OF:

- a) JANUARY 17, 2012 – REGULAR MEETING
- b) FEBRUARY 6, 2012 – REGULAR MEETING

2) APPROVAL OF WARRANT REGISTER NO 12-022

3) APPROVAL OF USED CAR DEALERSHIP PERMIT: iDRIVEX AUTO LLC (610 ILEX STREET)

By consensus, the motion carried.

NEW BUSINESS

4) RESOLUTIONS AUTHORIZING ACQUISITION OF SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE CITIES OF AVALON AND EL SEGUNDO

City Planner Fred Ramirez presented the staff report.

Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to:

- a. Adopt a Resolution authorizing the appropriation of \$79,279.75 from the General Fund to acquire an additional \$112,375 in unexpended CDBG funds at a discounted rate from the City of Avalon (\$50,650) and the City of El Segundo (\$61,725); and
- b. Adopt Resolutions authorizing the City Administrator to execute agreements for the City of San Fernando to acquire supplemental CDBG funding allocations from the City of Avalon and the City of El Segundo, respectively at discount rates, using resources from the General Fund.

By consensus, the motion carried.

5) SOLID WASTE CONSULTING SERVICES

Public Works Director Ron Ruiz presented the staff report and responded to questions from Councilmembers.

Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to:

- a. Direct staff to prepare a Request For Proposals (RFP) for consulting services to assist staff in the procurement of solid waste and recyclables collection services;

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 5**

- b. Direct staff to work with the City Attorney to develop an agreement to extend the current contract with Crown Disposal to provide solid waste and recyclables collection services for a period not greater than four months beyond the current agreement termination date of October 30, 2012;
- c. Authorize the City Administrator to execute the agreement; and
- d. Appoint Mayor Hernández and Mayor Pro Tem Esqueda to an Ad Hoc to assist staff with the process.

By consensus, the motion carried.

6) LAS PALMAS PARK OUTDOOR FITNESS AREA

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report and responded to questions from Councilmembers.

Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to:

- a. Authorize the City Administrator to execute the Right of Entry Permit, License and Agreement between the City and Trust of Public Land (TPL) for purchase of exercise equipment; and
- b. Adopt a Resolution approving an allocation of Quimby Funds for construction of the Las Palmas Park Outdoor Fitness Area in an amount not to exceed \$6,838.

By consensus, the motion carried.

CITY COUNCIL ITEMS**7) TERMINATION OF CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT**

Councilmember Ballin announced that this item will be discussed in Closed Session.

8) DIRECT STAFF TO COORDINATE INVESTIGATION WITH METROPOLITAN WATER DISTRICT (MWD) REGARDING POTENTIAL MISUSE OF PUBLIC/UTILITY FUNDS REGARDING RECENT MWD WATER INSPECTION TOUR BY COUNCILMEMBER SYLVIA BALLIN

Mayor Hernández said that he placed this item on the agenda in light of the water rate increase discussions, the City being a client of MWD, and the perception of misappropriation of funds.

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 6**

Motion by Mayor Hernández, seconded by Councilmember De La Torre, to direct staff to refer and request an investigation from the Metropolitan Water District.

Councilmember Ballin said she will defer making detailed comments (pending further information regarding the Mayor's request) and submitted (for the record) a letter from MWD General Manager Jeffrey Kightlinger which provides clarification regarding the Inspection Trip Program.

She recommends that City Atty. Estrada be the City's lead in contacting MWD and that he contact MWD's Chairman of the Board John Foley; General Manager Jeffrey Kightlinger; and Interim General Counsel Marcia Scully.

She said an interesting assumption has been made (in malice) which could have been handled with a phone call instead of a public accusation.

Councilmember De La Torre said that based on allegations made by the Mayor (i.e., more than a majority of those attending the Inspection Trip were family members), she agreed it is a misuse of water rate payers dollars and the trip could have been better utilized by inviting other members of the City and business community.

Councilmember Lopez said he was invited (as well as other Councilmembers) but unfortunately he canceled at the last minute, and if someone else took his place, then that was appropriate.

The (above) motion failed with the following vote:

AYES:	Hernández, De La Torre – 2
NOES:	Lopez, Esqueda – 2
ABSTAIN:	Ballin – 1

STANDING COMMITTEE UPDATES

No. 1 Budget, Personnel and Finance (BPF)

Mayor Hernández – no updates.

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

Councilmember De La Torre – no updates.

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

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 7**

Councilmember Ballin – Public Works Director Ruiz gave an update on the upcoming Town Hall meeting (regarding the proposed water and sewer rate increases) scheduled for March 12, 2012, at 6:00 p.m.

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

Councilmember Lopez – Public Works Director Ruiz reported that an item scheduled for the next City Council meeting will be regarding bus shelter designs and staff will be looking for direction regarding request for proposals for a group to assist with advertising/marketing opportunities.

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

Mayor Pro Tem Esqueda – Recreation and Community Services Operations Manager Aguila will be scheduling a meeting soon to move forward with the Skate Plaza item and (possibly) concession stands.

GENERAL COUNCIL COMMENTS

Councilmember De La Torre asked that the Police Department take a police incident report from Renato Lira regarding the accusations he made earlier (if he's going to make public accusations/lies, then she would like that he make a police report).

She said that several years ago, someone from DCFS brought to her attention that he was accused of alleged sexual abuse of a child. She said that she wants people to understand that she is being threatened by someone who the Police Department has dealt with on numerous occasions.

Councilmember Ballin interjected by stating that we cannot be attacking our residents.

City Atty. Estrada said that, although he appreciates that Councilmember De La Torre refutes and denies allegations against her, he strongly discouraged her from making (or repeating) allegations regarding anyone.

Councilmember De La Torre added: 1) that The Sun printed a lie about one of her sons who has hired an attorney; 2) reported that she has talked to the FBI (there are a lot of issues that are being addressed); and 3) the issue regarding Nichole Hanchett is a personnel matter and if someone is terminated by the City, it's for cause (not based on any type of discrimination).

Councilmember Lopez apologized to the Rattler Swim Team that he arrived late and (in response to his question) Mayor Pro Tem Esqueda reported that she would be attending the Closed Session.

Councilmember Ballin asked what is the status regarding the City's grants and request for proposals? She inquired whether we have we received all grant monies, and said that we need

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 8**

timelines before these fall through the cracks (suggested perhaps including this information in the City Administrator's Monthly Report).

Mayor Pro Tem Esqueda: 1) said she wears her heart on her sleeve; 2) votes for what's best for the community; 3) talked about the last recall (things that happened in the first recall that weren't right, are happening in this recall); 4) has gotten calls from employees saying that Gilbert Berriozabal is asking them to find out things that are wrong with the City on behalf of him and Councilmember Lopez (although she does not believe Councilmember Lopez is involved); and 5) said that staff should not be involved with the recall and they need to do their job.

Mayor Hernández said he would like to call for a special meeting (either Thursday or Friday) to discuss the appointment of an interim candidate for the Police Department.

In response to Mayor Pro Tem Esqueda's question regarding holding a Town Hall meeting (to allow the community to ask questions of Councilmembers), City Atty. Estrada said that the City Council can schedule a meeting any time.

Regarding Mayor Pro Tem Esqueda's comment, Councilmember Lopez clarified that he has nothing to do with Gilbert Berriozabal or the recall and has not directed anyone to acquire information.

STAFF COMMUNICATIONS

City Administrator Hernández reported that the upcoming Town Hall meeting (regarding the proposed water and sewer rate increases) will be an informational meeting conducted by staff.

Mayor Pro Tem Esqueda said she would like to attend (as a resident, she is concerned about the potential increases).

City Atty. Estrada said, as he understands it, it will be an informational meeting where residents can get their questions answered (results will be reported to the City Council).

City Administrator Hernández requested that the City Council form an Ad Hoc to review the City Attorney RFPs.

RECESS TO CLOSED SESSION (8:00 P.M.)

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

A) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
G.C. 54957

Title: City Administrator

No reportable action. No motions.

SAN FERNANDO CITY COUNCIL**MINUTES – February 21, 2012****Page 9****B) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
G.C. 54957**

(Two Positions)

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to return Police Lt. Jeff Eley to active duty from administrative leave. The motion failed with the following vote:

AYES: Ballin, Lopez – 2
NOES: Hernandez, De La Torre, Esqueda – 3

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to terminate contract with Al Hernandez as City Administrator. The motion failed with the following vote:

AYES: Ballin, Lopez – 2
NOES: Hernandez, De La Torre, Esqueda – 3

**C) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
G.C. 54956.9(a)**

Name of Case: Armando Patino v. City of San Fernando
WCAB Case No.: VNO 0534961
Claim No.: 20060004SFE

No discussion (matter put over until a future meeting).

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 21, 2012 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

FINANCE DEPARTMENT**MEMORANDUM**

TO: Mayor Mario F Hernández and Councilmembers

FROM: Al Hernández, City Administrator/Deputy Finance Director

DATE: March 5, 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. 12-031****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 12-031****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 5th day of March, 2012.

Mario F. Hernández, 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 5th day of March, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist
03/01/2012 **4:16:36PM**

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97425	3/5/2012	100050 ACE INDUSTRIAL SUPPLY	1152329		MISC SUPPLIES 70-383-0301-4300	402.37 402.37
97426	3/5/2012	100067 ADVANCE DIRECT MAIL	2062012		WATER, SEWER, REFUSE, FOLD & STL 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	64.55 64.55 64.54 193.64
97427	3/5/2012	100101 VERIZON WIRELESS-LA	460851202		PD CELL PHONES 01-222-0000-4220 10-220-3641-4220 VARIOUS CELL PHONES 01-310-0000-4220 72-360-0000-4220 01-105-0000-4220 01-101-0113-4220 01-101-0101-4220 01-101-0111-4220	226.77 33.09 17.82 52.79 58.44 358.43 35.90 6.16 789.40
97428	3/5/2012	100128 ALL VALLEY HONEY & BEE	37783		BEE REMOVAL @ STREET LIGHT - 444 27-344-0000-4260	450.00 450.00
97429	3/5/2012	100222 ARROYO BUILDING MATERIALS, INC	85440		SIDEWALK REPAIR - 1400 BLK OF HOLI 15-310-0866-4600	160.98
			85453		SIDEWALK REPAIR - 1400 BLK HOLLIST 15-310-0866-4600	160.98
			85454		TOOLS FOR 7A VAULT CONCRETE WO 70-384-0000-4340 70-384-0000-4330	15.59 99.24
			85457		SIDEWALK REPAIR - 1400 BLK HOLLIST 15-310-0866-4600	128.36
			85625		SIDEWALK REPAIR - 1400 BLK HOLLIST	

Page:

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97429	3/5/2012	100222 ARROYO BUILDING MATERIALS, INC	(Continued)			
			85641		15-310-0866-4600 SIDEWALK REPAIR - 1400 BLK HOLLIS1	160.98
			85707		15-310-0866-4600 SIDEWALK REPAIR - 1400 BLK HOLLIS1	84.86
			85719		15-310-0866-4600 SIDEWALK REPAIR - 1400 BLK HOLLIS1	160.98
			85935		15-310-0866-4600 SIDEWALK REPAIR - 1400 BLK HOLLIS1	160.98
			85945		15-310-0866-4600 SIDEWALK REPAIR - 1400 BLK HOLLIS1	160.98
					15-310-0866-4600	160.98
					Total :	1,454.91
97430	3/5/2012	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	891130		LIVESCAN FINGERPRINTING - JAN 201	
			893229		01-222-0000-4260 LIVESCAN - JAN 2012	4,529.00
					01-106-0000-4270	32.00
					Total :	4,561.00
97431	3/5/2012	100747 COASTLINE EQUIPMENT	63396		PANEL/FILLER CAP - WA5213	
					70-383-0000-4400	116.08
					Total :	116.08
97432	3/5/2012	100805 COOPER HARDWARE INC.	83771		MISC SUPPLIES	
			83775		70-383-0301-4300 PRESSURE GAUGE ADAPTERS - WA43	10.80
			83777		70-383-0000-4400 MAKE SEAL ON WELL 4 PUMP MOTOR	2.90
					70-384-0000-4320	5.21
					Total :	18.91
97433	3/5/2012	100859 CROWN DISPOSAL	22N00080		HAULING FEES - FEB 2012	
					73-350-0000-4260	65,959.60
					Total :	65,959.60
97434	3/5/2012	100894 DAPPER TIRE COMPANY INC.	428852		TIRES - PK3322	

Page:

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97434	3/5/2012	100894 DAPPER TIRE COMPANY INC.	(Continued)		01-320-0390-4400	321.57
					Total :	321.57
97435	3/5/2012	100989 DOOLEY ENTERPRISES INC.	47116		AMMUNITION 01-222-0000-4300	5,155.84
					Total :	5,155.84
97436	3/5/2012	101004 DUNN-EDWARDS CORPORATION	2030201659		STREET STRIPING ON ARROYO 13-311-0000-4600	70.87
			2030202051		POTS & BASES - N MACLAY 11-311-7510-4600	50.22
					Total :	121.09
97437	3/5/2012	101089 ESCOBAR, MARCO	021512		L P SENIOR PETTY CASH REIMB. 04-2380	80.48
			021512		L P SENIOR PETTY CASH REIMB. 04-2380	103.64
			021512		L P SENIOR PETTY CASH REIMB. 04-2380	92.44
			021512		L P SENIOR PETTY CASH REIMB. 04-2380	58.16
			021512		L P SENIOR PETTY CASH REIMB. 04-2380	74.41
			021512		L P SENIOR PETTY CASH REIMB. 04-2380	86.97
			022112		L P SENIOR PETTY CASH REIMB. 04-2380	91.71
					Total :	587.81
97438	3/5/2012	101140 FAR WEST CHARTERS	HEARST CASTLE		DEPOSIT FOR HEARST CASTLE TRIP C 04-2380	300.00
			SAN FRANCISCO-RENO		DEPOSIT FOR SAN FRAN, SACRAMEN 04-2380	500.00
			YOSEMITE		DEPOSIT FOR YOSEMITE TRIP ON 04-2380	500.00

Page: 3

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97438	3/5/2012	101140 101140 FAR WEST CHARTERS	(Continued)			Total : 1,300.00
97439	3/5/2012	101147 FEDEX	2560589253		FREIGHT CHARGE - PW 70-384-0000-4280	78.77
					Total :	78.77
97440	3/5/2012	101147 FEDEX	7-787-44888		POSTAGE 01-190-0000-4280	18.19
			7-795-05495		POSTAGE 01-190-0000-4280	18.79
					Total :	36.98
97441	3/5/2012	101302 VERIZON	8181811075		CITY HALL PAGING 01-190-0000-4220	39.69
			8181811114		CITY YARD AUTO DIALER 70-384-0000-4220	43.60
			8183612385		MTA PHONE LINE 07-440-0441-4220	77.35
					01-190-0000-4220	38.68
			8188315002		PD SPECIAL PROBLEMS 01-222-0000-4220	35.40
			8188377174		PD SPECIAL PROBLEMS 01-222-0000-4220	20.71
			8188981293		CITY YARD MAJOR PHONE LINES 70-384-0000-4220	678.57
			8188987373		PD EMERGENCY 01-222-0000-4220	100.93
			8188987385		LP FAX LINE 01-420-0000-4220	29.48
					Total :	1,064.41
97442	3/5/2012	101511 HINDERLITER DE LLAMAS & ASSOC.	0019086-IN		CONTRACT SERVICE SALES TAX 3RD 01-130-0000-4270	900.00
					Total :	900.00
97443	3/5/2012	101512 HDL, COREN & CONE	0017799-IN		CONTRACT SERVICE PROPERTY TAX - 01-130-0000-4270	625.00

Page: 4

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 5

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97443	3/5/2012	101512 101512 HDL, COREN & CONE	(Continued)		Total :	625.00
97444	3/5/2012	101528 THE HOME DEPOT CRC, ACCT#603532202490	1081717		GAS DETECTOR	
			1081719		01-390-0450-4300	27.06
			1200349		CABS - RANGE HOOD VENT @ PW OPS	91.35
			2081385		01-390-0450-4300	-91.35
			2081430		CABS RETURNED	
			2081432		01-390-0450-4300	46.86
			2081434		LIGHT FOR REC PARK SUPERVISOR'S	42.07
			25495		01-390-0410-4300	108.73
			6594000		LP PARK JANITORIAL SUPPLIES	529.42
					01-390-0410-4300	107.66
					CHLORINE TABLETS	79.99
					01-390-0410-4300	Total :
						941.79
97445	3/5/2012	101529 HOME DEPOT 0609	021412		REFUND OF DEPOSIT FOR CHRISTMA	
					01-2760	350.00
					Total :	350.00
97446	3/5/2012	101554 HURRICANE FENCE COMPANY	12162		EMERGENCY CALL OUT WELL 2A	
					70-384-0000-4260	460.00
					Total :	460.00
97447	3/5/2012	101599 IMAGE 2000 CORPORATION	VN256218		TOSHIBA 3510 CONTRACT OVERAGE C	
			VN256229		01-190-0000-4320	301.78
			VN257599		TOSHIBA 720 CONTRACT BASE CHARC	329.82
					01-190-0000-4320	13.00
					TONER FREIGHT COST	
					17-420-1371-4260	Total :
						644.60

Page: 5

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97448	3/5/2012	101666 DE LAGE LANDEN FINANCIAL SERVS	12616640		SHARP COPIERS USAGE 02/01-29/2012	
					01-222-0000-4260	633.74
					Total :	633.74
97449	3/5/2012	101768 KIMBALL-MIDWEST	2305820		HAND SOAPS & PATCHES	
					01-320-0301-4300	254.95
					Total :	254.95
97450	3/5/2012	101772 KING'S BRAKE AND PIONEER TIRE	SN001095		BALLJOINTS, TANS MOUNT, BUSHINGS	
					01-320-0390-4400	705.38
					Total :	705.38
97451	3/5/2012	101829 LACO SUPPLY CO., INC.	0000038047		DUCT TAPE	
					13-311-0000-4300	28.28
					Total :	28.28
97452	3/5/2012	101920 LIEBERT CASSIDY WHITMORE	020812		ERC WORKSHOP - 02/08/2012	
			145370		01-130-0000-4360	35.00
			145371		01-420-0000-4360	105.00
			145372		01-105-0000-4360	35.00
			145373		LEGAL SERVICES	537.00
			145374		01-112-0000-4270	98.00
			145375		LEGAL SERVICES	890.50
					01-112-0000-4270	832.57
					LEGAL SERVICES	3,077.70
					01-112-0000-4270	490.00
					LEGAL SERVICES	Total :
						6,100.77
97453	3/5/2012	101929 LINGO INDUSTRIAL ELECTRONICS	31815		KNOCK DOWN REPLACEMENT	
					13-371-0301-4300	969.48
					Total :	969.48

Page: 6

vchlist

03/01/2012 4:16:36PM

Voucher List

CITY OF SAN FERNANDO

Page: 7

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97454	3/5/2012	101936 LOCAL GOVERNMENT PUBLICATIONS	02-13-12		2012 UPDATE LONGTIN'S CALIFORNIA 01-150-0000-4300	119.56
					Total :	119.56
97455	3/5/2012	101957 CITY OF LOS ANGELES	SF12000004		FIRE/AMBULANCE SERVICES FOR OC 01-500-0000-4260	263,279.91
					Total :	263,279.91
97456	3/5/2012	101971 L.A. MUNICIPAL SERVICES	021312		ELECTRIC - 13655 FOOTHILL 70-384-0000-4210	71.91
			021412		WATER - 12900 DRONFIELD 70-384-0000-4210	9,470.55
			742182-315943		SECURITY LIGHTING - 12900 DRONFIE 70-384-0000-4210	334.25
					Total :	9,876.71
97457	3/5/2012	101974 LOS ANGELES COUNTY	JAN 2012		DEPT OF ANIMAL CARE & CONTROL FI 01-152-0000-4260	3,494.81
					Total :	3,494.81
97458	3/5/2012	102002 LOS ANGELES COUNTY	7310-219149 120323		PUBLIC HEALTH LICENSE FEE 01-430-0000-4260	584.00
					Total :	584.00
97459	3/5/2012	102023 LOS ANGELES TIMES	010005456710		SUBSCRIPTION THROUGH 08/05/12 01-225-0000-4350	76.80
					Total :	76.80
97460	3/5/2012	102226 MISSION LINEN & UNIFORM	340625417		LAUNDRY 01-225-0000-4350	176.97
			340626060		LAUNDRY 01-225-0000-4350	102.13
			340629207		LAUNDRY 01-225-0000-4350	100.55
			340630120		LAUNDRY 01-225-0000-4350	204.27
			340630760		LAUNDRY	

Page: 7

Page: 7

vchlist

03/01/2012 4:16:36PM

Voucher List

CITY OF SAN FERNANDO

Page:

8

Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97460	3/5/2012	102226 MISSION LINEN & UNIFORM	(Continued)		01-225-0000-4350	100.55
					Total :	684.47
97461	3/5/2012	102306 MWH LABORATORIES	L0077263		WATER ANALYSIS	
			L0078261		70-384-0000-4260	1,800.00
			L0078346		WATER ANALYSIS	
			L0078609		70-384-0000-4260	139.60
			L0078925		WATER ANALYSIS	
			L0078931		70-384-0000-4260	2,370.00
			L0078933		WATER ANALYSIS	
			L0078934		70-384-0000-4260	139.60
			L0078935		WATER ANALYSIS	
			L0078972		70-384-0000-4260	164.00
			L0079270		WATER ANALYSIS	
			L0079273		70-384-0000-4260	139.60
			L0079463		WATER ANALYSIS	
			L0079566		70-384-0000-4260	139.60
					Total :	5,662.80
97462	3/5/2012	102374 NEOPOST	13634127		INK CARTRIDGE - RED FOR POSTAGE	
					01-190-0000-4300	156.59

Page:

8

Page: 8

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97462	3/5/2012	102374 102374 NEOPOST	(Continued)			Total : 156.59
97463	3/5/2012	102403 NOW IMAGE PRINTING	1249		WATER & SEWER INCREASE AND TOW 70-382-0000-4260	1,074.45 Total : 1,074.45
97464	3/5/2012	102432 OFFICE DEPOT	1441130223 1443019733 589901567001 596846416001 597068232001 597089875001 597177896001 597642941001 597666820001		POST CARD STOCK 01-222-0000-4300 COPIES OF WATER LINE PLANS 01-310-0000-4300 COPY PAPER 01-420-0000-4300 ADDING MACHINE TAPE & THERMAL P. 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300 PAPER FASTNERS, PENS 01-222-0000-4300 PAPER 01-222-0000-4300 POSTCARD STOCK 01-222-0000-4300 CORRECTION TAPE, HIGHLIGHTERS, E 01-311-0000-4300 CREDIT - LABELER 01-222-0000-4300	41.24 8.95 8.95 8.94 22.15 117.86 39.45 42.21 -69.78 Total : 339.32
97465	3/5/2012	102458 ON SITE LASERMEDIC CORPORATION	S-46734		HP8100 PRINTER MAINT RENEWAL 70-382-0000-4260 72-360-0000-4260 73-350-0000-4260	39.15 39.15 39.15 Total : 117.45
97466	3/5/2012	102530 AT & T	818-270-2203		1SDN LINE/LASN NETWORK 01-222-0000-4220	104.21 Total : 104.21

Page: 9

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97467	3/5/2012	102592 PEREZ, RALPH	021512		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00 Total : 50.00
97468	3/5/2012	102623 PIONEER FIRE PROTECTION, INC.	293330		FIRE EXTINGUISHERS SERVICED 01-222-0000-4260	197.63 Total : 197.63
97469	3/5/2012	102697 PROVIDENCE HOLY CROSS	301497913		SART EXAM 01-224-0000-4270	730.00 Total : 730.00
97470	3/5/2012	102727 QUARTERMASTER	R876041700027 R876433400012		CLOTHING ALTERATONS 01-222-0000-4300 UNIFORM JACKET 01-222-0000-4300	35.99 123.42 Total : 159.41
97471	3/5/2012	102779 RAMIREZ, THOMAS	FEB 2012		KARATE INSTRUCTOR 17-420-1326-4260	505.60 Total : 505.60
97472	3/5/2012	102793 RECREATION CONNECTION	040112		MEMBERSHIP RENEWAL FEE 01-106-0000-4430	96.00 Total : 96.00
97473	3/5/2012	102818 RELIABLE FENCE CO., INC.	271		CHAIN LINK PANELS FOR LP PARK 01-390-0410-4430	909.30 Total : 909.30
97474	3/5/2012	103010 SAM'S CLUB DIRECT, #0402465855179	9965		REFRESHMENTS - SR MEAL PROG 04-2346 04-2382	109.27 17.63 Total : 126.90
97475	3/5/2012	103029 SAN FERNANDO, CITY OF	11124-11183		REIMBURSEMENT TO WORKERS COM 06-190-0000-4810	25,796.34

Page: 10

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 11

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97475	3/5/2012	103029 103029 SAN FERNANDO, CITY OF	(Continued)			Total : 25,796.34
97476	3/5/2012	103050 SAN FERNANDO PET HOSPITAL	021512		VET SERVICES FOR PD K-9 01-225-0000-4270	185.20 Total : 185.20
97477	3/5/2012	103184 SMART & FINAL	145102 147329		LP CLUB SUPPLIES FOR VALENTINE'S 04-2380 COFFEE - SENIOR PROGRAM 04-2346 10-422-3750-4300	269.75 34.78 167.98 Total : 472.51
97478	3/5/2012	103193 SNAP-ON INDUSTRIAL	206556		DIAGNOSTIC SCANNER UPDATES 01-320-0301-4300	437.29 Total : 437.29
97479	3/5/2012	103196 SOUTH COAST AIR QUALITY	E11232		BOLIER/WATER HEATER REGISTRATI 01-430-0000-4260	508.47 Total : 508.47
97480	3/5/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	7500121616		AGREEMENT FOR PROJ @ 2025 4TH S 01-390-0000-4210	9,398.42 Total : 9,398.42
97481	3/5/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	020712 021412		ELECTRIC - VARIOUS LOCATIONS 01-420-0000-4210 ELECTRIC - 60 JESSIE & 573 GLENOAK 70-384-0000-4210 01-390-0450-4210 70-381-0000-4210 72-360-0000-4210	1,655.28 587.25 418.62 209.31 217.49 Total : 3,087.95
97482	3/5/2012	103205 THE GAS COMPANY	020812 020912		GAS - 828 HARDING 01-420-0000-4210 GAS - 910 1ST 01-222-0000-4210	9.11 547.11

Page: 11

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97482	3/5/2012	103205 THE GAS COMPANY	(Continued) 021312		GAS - 505 S HUNTINGTON 01-420-0000-4210	151.28 Total : 707.50
97483	3/5/2012	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753 9		NATURAL GAS FOR CNG STATION 01-320-3661-4402	2,785.42 Total : 2,785.42
97484	3/5/2012	103349 THE HOUSE OF PRINTING, INC.	141284		#10 ENV W/PERMIT FOR WATER/SEWE 70-382-0000-4260	270.79 Total : 270.79
97485	3/5/2012	103463 U.S. POSTMASTER	FEB 2012 JAN 2012		PRESORTED FIRST CLASS POSTAGE - 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300 PRESORTED FIRST CLASS POSTAGE - 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	312.86 312.86 312.86 374.53 374.53 374.54 Total : 2,062.18
97486	3/5/2012	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH 01-190-0000-4280	1,500.00 Total : 1,500.00
97487	3/5/2012	103534 VALLEY LOCKSMITH	02082012		REPAIR CYLINDER @ REC PARK ELEC 01-390-0410-4330	25.00 Total : 25.00
97488	3/5/2012	103603 VULCAN MATERIALS COMPANY	630100 658390		COLD MIX 13-311-0301-4300 EMULSION 13-311-0301-4300	998.04 89.18 Total : 1,087.22
97489	3/5/2012	103738 YOSEF AMZALAG SUPPLY	12001810		NEW VALVE FOR PARK AVE PLANTER	

Page: 12

vchlist

03/01/2012

4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97489	3/5/2012	103738 YOSEF AMZALAG SUPPLY	(Continued)			
			12001931		01-390-0410-4300 SPRINKLER REPAIR @ ORTEGA PARK	70.52
			12001998		01-390-7500-4300 REPLACE LEAKING VALVE @ CESAR C	59.55
			12002073		01-390-0415-4300 BURLAP - BIKEWAY	127.81
			12002164		01-390-0470-4300 SPRINKLER REPAIR @ ORTEGA PARK	43.39
			12002369		01-390-7500-4300 PAINT	72.62
			12002447		01-390-0410-4300 BRAND ISLAND SPRINKLER REPAIR	22.84
					01-390-0410-4300	26.35
					Total :	423.08
97490	3/5/2012	103895 DELL MARKETING L.P.	XFNDW72T1	10929	BARRACUDA MESSAGE ARCHIVER	
					01-190-0000-4500	2,528.43
					Total :	2,528.43
97491	3/5/2012	103903 TIME WARNER CABLE	8448200540010369		CABLE	
					01-222-0000-4260	15.79
					Total :	15.79
97492	3/5/2012	103948 CDW GOVERNMENT, INC.	D832608	10926	SQL SERVER FOR RMS, CAD AND MOE	
					01-222-0000-4300	9,595.14
					Total :	9,595.14
97493	3/5/2012	887466 SIMON'S POWER EQUIPMENT, INC.	079037		VOLTAGE REGULATOR - WA4573	
					70-383-0000-4400	118.30
					Total :	118.30
97494	3/5/2012	887497 IDENTIX INCORPORATED	58476		ANNUAL MAINTENANCE AGREEMENT	
					01-222-0000-4260	2,738.28
					Total :	2,738.28
97495	3/5/2012	887952 J. Z. LAWNMOWER SHOP	272838		EQUIP MAINT - TREES	

Page: 13

vchlist

03/01/2012

4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97495	3/5/2012	887952 J. Z. LAWNMOWER SHOP	(Continued)			
			272839		01-346-0000-4320 REC PARK MAINT SUPPLIES	160.71
					01-390-0410-4320	40.62
					Total :	201.33
97496	3/5/2012	888075 DATAMATIC, LTD.	CA-0000022173		HANDHELD METER READING MAINT - J	
					70-381-0000-4320	269.84
					Total :	269.84
97497	3/5/2012	888212 DIESEL AIR FLEET SERVICE	27196		ANNUAL SMOKE TEST & INSPECTION I	
					01-320-0000-4260	174.00
					Total :	174.00
97498	3/5/2012	888356 ADVANCED AUTO REPAIR BODY &	1090		SERVICE - REPAC REAR BRAKES - PI	
			1091		73-350-0000-4400 REPAIR INSTRUMENT PANEL HARNES:	276.65
			1092		73-350-0000-4400 REPLACE SHIFT INDICATOR - PD3032	150.00
					01-320-0225-4400	104.26
					Total :	530.91
97499	3/5/2012	888370 POWELL, TYLER	02/04/11		SPORTS OFFICIAL	
					17-420-1328-4260	30.00
					Total :	30.00
97500	3/5/2012	888468 MAJOR METROPOLITAN SECURITY	1050446		ALARM MONITORING - MARCH 2012	
			1050447		01-390-0410-4260 ALARM MONITORING - MARCH 2012	15.00
			1050448		70-381-0450-4260 ALARM MONITORING - MARCH 2012	15.00
			1050449		01-390-0310-4260 ALARM MONITORING - MARCH 2012	15.00
			1050450		70-381-0450-4260 ALARM MONITORING - MARCH 2012	15.00
			1050451		70-381-0450-4260 ALARM MONITORING - MARCH 2012	15.00

Page: 14

vchlist

03/01/2012

4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97500	3/5/2012	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1050452		01-390-0410-4260 ALARM MONITORING - MARCH 2012	15.00
			1050453		01-390-0222-4260 ALARM MONITORING - MARCH 2012	15.00
			1050454		01-390-0410-4260 ALARM MONITORING - MARCH 2012	15.00
			1050455		01-390-0460-4260 ALARM MONITORING - MARCH 2012	15.00
			1050456		01-390-0410-4260 ALARM MONITORING - MARCH 2012	15.00
			1050457		01-430-0000-4260 ALARM MONITORING - MARCH 2012	15.00
			1050458		01-390-0460-4260 ALARM MONITORING - MARCH 2012	15.00
					01-390-0410-4260	15.00
					Total :	195.00
97501	3/5/2012	888552 LAW OFFICES DAPEER, ROSENBLIT & LITVAK 5404			LEGAL SERVICES	
					01-150-0000-4270	474.90
					Total :	474.90
97502	3/5/2012	888556 KEY EQUIPMENT FINANCE	590158242 - 1201		JAN LEASE PAYMENT TOSHIBA 720 - C	
			590158242 - 2201		01-190-0000-4320	433.91
					JAN LEASE PAYMENT - TOSHIBA 3510	
					01-190-0000-4320	320.81
					Total :	754.72
97503	3/5/2012	888615 WOOD AUTO SUPPLY INC	753228		FRONT BRAKE PADS - CE5644	
			753634		01-320-0152-4400 ROTORS, FRONT BRAKE PADS, SEALS	45.45
			753861		29-335-0000-4400 THERMOSTAT SEAL, BELT - PD3029	181.63
			754002		01-320-0225-4400 WIPER BLADES - WA8196	60.30
			754225		70-383-0000-4400 BATTERY - PW2487	17.92

Page: 15

vchlist

03/01/2012

4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97503	3/5/2012	888615 WOOD AUTO SUPPLY INC	(Continued)			
			754251		73-350-0000-4400 ALTERNATOR - PW2487	144.15
			754657		73-350-0000-4400 SMALL TOOLS	208.47
					01-320-0000-4340	39.12
					Total :	697.04
97504	3/5/2012	888629 SPARKLETTS	5927274021112		WATER	
					01-422-0000-4300	87.68
					Total :	87.68
97505	3/5/2012	888646 HD SUPPLY WATER WORKS, LTD	4377035		HYDRANT WRENCHES	
					70-383-0301-4300	57.23
					Total :	57.23
97506	3/5/2012	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	021512		COMMISSIONER'S REIMBURSEMENT	
					01-310-0000-4111	50.00
					Total :	50.00
97507	3/5/2012	888746 POWELL, TROY	02/04, 02/11 & 02/16		SPORTS OFFICIAL	
					17-420-1328-4260	114.00
					Total :	114.00
97508	3/5/2012	888751 MARTINEZ, GEORGE	02/04 & 02/23		SPORTS OFFICIAL	
			021112		17-420-1328-4260	75.00
					SPORTS OFFICIAL	
					17-420-1328-4260	48.00
					Total :	123.00
97509	3/5/2012	889114 SEVEN ELK RANCH DESIGN, INC	1909		DOC FIELD NOTES & PHOTOGRAPH F	
					01-310-0000-4270	100.00
					Total :	100.00
97510	3/5/2012	889182 CIT TECHNOLOGY FIN SERV, INC	20900699		JAN & FEB 4511 & 450 TOSHIBA COPIEI	
					01-420-0000-4260	2,301.48
					Total :	2,301.48

Page: 16

vchlist

03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 17

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97511	3/5/2012	889406 SCHNAUFER, JEFFREY A.	2-22-12		CONSULTING SERVICES 01-105-0000-4270	1,400.00
					Total :	1,400.00
97512	3/5/2012	889532 GILMORE, REVA A.	01/28/12 - 02/10/12		FOOD SERVICE MANAGER 10-422-3750-4270	643.50
					10-422-3752-4270	58.50
					Total :	702.00
97513	3/5/2012	889533 MARTINEZ, ANITA	01/28/12 - 02/10/12		ASSISTANT FOOD MANAGER 10-422-3750-4270	177.00
					Total :	177.00
97514	3/5/2012	889535 GOMEZ, GILBERT	01/28/12 - 02/10/12		HDM DRIVER 10-422-3752-4270	159.30
					10-422-3752-4390	51.48
					Total :	210.78
97515	3/5/2012	889545 PEREZ, MARIBEL	REIMB		MILEAGE REIMBURSEMENT - ERC WO 01-420-0000-4360	33.85
					Total :	33.85
97516	3/5/2012	889602 RESPOND SYSTEMS	307118		FIRST AID SUPPLIES 27-344-0000-4320	130.34
					72-360-0000-4310	92.88
					70-381-0450-4300	149.20
					70-383-0000-4310	240.12
					01-320-0000-4300	126.42
					Total :	738.96
97517	3/5/2012	889644 VERIZON BUSINESS	64109122		CITY HALL LONG DISTANCE & INTRAL/	279.76
			64109123		01-190-0000-4220	
					POLICE LONG DISTANCE 01-222-0000-4220	227.86
					Total :	507.62
97518	3/5/2012	889681 VILLALPANDO, MARIA	01/28/12 - 02/10/12		FOOD SERVICE WORKER 10-422-3750-4270	238.95

Page: 17

vchlist

03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97518	3/5/2012	889681 889681 VILLALPANDO, MARIA	(Continued)			Total : 238.95
97519	3/5/2012	890043 MARTINEZ, MONICA	021112		SPORTS OFFICIAL 17-420-1328-4260	50.00 Total : 50.00
97520	3/5/2012	890109 SUPERMEDIA LLC	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 01-190-0000-4220	50.95 Total : 50.95
97521	3/5/2012	890191 HERNANDEZ, JUAN	021112		SPORTS OFFICIAL 17-420-1328-4260	90.00 Total : 90.00
97522	3/5/2012	890192 GRAPHIC WERX	SF-VOLLEYBALL12		ADULT CHAMPION SHIRTS 17-420-1334-4300	441.53 Total : 441.53
97523	3/5/2012	890251 ALDERMAN & HILGERS, LLP	540		LEGAL SERVICES 06-190-0000-4800	826.75
			542		LEGAL SERVICES 06-190-0000-4800	403.75
			543		LEGAL SERVICES 06-190-0000-4800	163.50
			544		LEGAL SERVICES 06-190-0000-4800	504.00 Total : 1,898.00
97524	3/5/2012	890324 PEREZ, JUAN	022012		SPORTS OFFICIAL 17-420-1328-4260	22.50 Total : 22.50
97525	3/5/2012	890358 BALLIN, PHILLIP ARTHUR	021512		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00 Total : 50.00
97526	3/5/2012	890359 MENDOZA, DAVID	021512		COMMISSIONER'S REIMBURSEMENTS 01-310-0000-4111	50.00

Page: 18

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 19

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97526	3/5/2012	890359 890359 MENDOZA, DAVID	(Continued)		Total :	50.00
97527	3/5/2012	890401 ENVIROGEN TECHNOLOGIES INC	0003126-IN	10913	ENGINEERING SERVICES FOR NITRAT	9,512.00
			0003170-IN	10913	70-384-0857-4600	7,134.00
			0003232-IN		ENGINEERING SERVICES FOR NITRAT	6,676.00
			0003233-IN		70-384-0857-4600	6,676.00
					NITRATE REMOVAL SYSTEM - MONTHL	6,676.00
					NITRATE REMOVAL SYSTEM - MONTHL	6,676.00
					70-384-0857-4600	6,676.00
					Total :	29,998.00
97528	3/5/2012	890404 SAN FERNANDO FIRE & RESCUE INC	20		POOL PERSONNEL SERVICES W/E 02/	
					01-430-0000-4260	5,299.50
					Total :	5,299.50
97529	3/5/2012	890452 MARTINEZ, GUSTAVO	02/04 & 02/11		SPORTS OFFICIAL	48.00
			02/16 & 02/20		17-420-1328-4260	
					SPORTS OFFICIAL	18.00
					17-420-1328-4260	18.00
					Total :	66.00
97530	3/5/2012	890480 MARTINEZ, CECILIA	021512		COMMISSIONER'S REIMBURSEMENT	
					01-310-0000-4111	50.00
					Total :	50.00
97531	3/5/2012	890488 AGUILA, ISMAEL	REIMB.		REIMB OF MARKETING FOR POOL PUE	
					01-420-0000-4260	146.06
					Total :	146.06
97532	3/5/2012	890584 POWERLINE BATTERY SPECIALIST	000000586		BATTERIES FOR FLEET	
			000000633		01-1215	476.19
					BATTERIES	
					01-1215	160.48
					01-320-0000-4320	162.86
			000000729		BATTERIES FOR FLEET	
					01-1215	405.87

Page: 19

vchlist
03/01/2012 4:16:36PM

Voucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97532	3/5/2012	890584 890584 POWERLINE BATTERY SPECIALIST	(Continued)		Total :	1,205.40
97533	3/5/2012	890585 LOPEZ, SARA	2000020.001		ZUMBA REFUND	
					17-3770-1337	18.00
					Total :	18.00
97534	3/5/2012	890586 SCHNEIDER, AARON	01/21/12 - 02/29/12		SPIN CLASS INSTRUCTOR	
					17-420-1337-4260	240.00
					Total :	240.00
97535	3/5/2012	890587 CHADWICK, MARK	020612		CAMERA SHOOT - PROMOTIONAL	
					17-420-1337-4260	500.00
					Total :	500.00
97536	3/5/2012	890588 GENCUR, STEPHANIE	01/21/12 - 02/29/12		YOGA/PILATES INSTRUCTOR	
					17-420-1337-4260	180.00
					Total :	180.00
97537	3/5/2012	890589 ALCOCER, ARACELY	01/21/12 - 02/29/12		ZUMBA INSTRUCTOR	
					17-420-1337-4260	550.00
					Total :	550.00
97538	3/5/2012	890590 ORTIZ, JESUS	02/04 & 02/11		SPORTS OFFICIAL	
					17-420-1328-4260	32.00
					Total :	32.00
97539	3/5/2012	890591 PICENO, ESAURO	236975		REFUND - LAUGHLIN CANCELLATION	
					04-2380	40.00
					Total :	40.00
97540	3/5/2012	890592 MONTENEGRO, JOSE RAUL H.	021512		MUSIC FOR ST PATRICK'S DAY DANCE	
					04-2380	1,200.00
					Total :	1,200.00
97541	3/5/2012	890593 CREATIVE SERVICES OF	D12-07-7128		STICKERS AND BADGES	
					10-220-3641-4300	354.47
					10-2030	-28.52

Page: 20

vchlist

Voucher List

Page: 21

03/01/2012 4:16:36PM

CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97541	3/5/2012	890593	890593 CREATIVE SERVICES OF	(Continued)		Total : 325.95
97542	3/5/2012	890594	AETNA RESOURCE FOR LIVING	61495	EAP - FEB 2012 01-106-0000-4260	365.75
						Total : 365.75
118	Vouchers for bank code :	bank				Bank total : 500,355.53
118	Vouchers in this report					Total vouchers : 500,355.53

Voucher Registers are not final until approved by Council.

Page: 21

ADMINISTRATION DEPARTMENT**MEMORANDUM**

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Al Hernández, City Administrator
Joseph Lillio, Senior Accountant

DATE: March 5, 2012

SUBJECT: Financial Statement – January 2012

RECOMMENDATION:

It is recommended that the City Council receive and file the Financial Statement for January 2012 (Attachment “A”).

BACKGROUND:

Fiscal Year Ending June 2012 Budget was approved by City Council on July 18, 2011, reflecting a balanced General Fund.

ANALYSIS/CONCLUSION:

The City is on a modified cash basis and financials are reported on an unaudited cash basis.

BUDGET IMPACT:

None

ATTACHMENT:

A. January 2012 Financial Statement

ATTACHMENT "A"

City of San Fernando

Financial Statement

Unaudited – Cash Basis



01.31.12

Table of Contents

Commentary – Month of January	3
--------------------------------------	----------

Commentary – YTD January	9
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P & L

General Fund	Revenues	17
	Expenses	18
Self Insurance Fund		19
Water Fund		20
Sewer Fund		21
Refuse Disposal Fund		22
State Gas Tax		23
Recreation		24
Retirement		25

Commentary **JANUARY 2012**

GENERAL

The major revenues and expense accounts have been adjusted to reflect seasonal variances.

Also, it is necessary to look at the monthly figures in conjunction with the YTD actuals to get a true picture. As we are on a modified cash basis and we accrued June revenues, the balance of the year is on a cash basis. We need to look at seasonally adjusting all revenues and expenditures in order to better monitor the City's cash flow and more accurately forecast the City's overall fiscal position.

As we expect revenues to continue to be lighter than the previous year, we have kept expenses down during this period. Major Public Works projects have been deferred until later in the current fiscal year include:

- Street maintenance, while in process is the Nitrate System.

REVENUES

General Fund

Property Tax revenues of \$143,496 were \$4,496 (+3%) greater than budget of \$139,000; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$171,487	\$327,934	\$140,761	\$143,496

Property Taxes In-Lieu of VLF of \$937,336 were \$15,035 (+2%) greater than budget of \$922,301; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$965,711	\$952,526	\$926,657	\$937,336

Sales & Use Tax revenues of \$178,727 were \$1,727 (+1%) greater than budget of \$177,000; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$218,500	\$180,641	\$193,936	\$178,727

Triple Flip of VLF of \$301,687 was \$21,313 (-7%) less than budget of \$323,000; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$477,794	\$350,054	\$445,220	\$301,687

Commentary **JANUARY 2012**

Business License Taxes of \$206,691 were \$18,309 (-8%) less than budget of \$225,000; no major variance. We are anticipating renewals to continue through the end of February (deadline is Feb. 29) and into the beginning of March.

Franchise Fees of \$10,428 were \$39,072 (-79%) less than budget of \$49,500; this variance is due to not receiving the cable TV franchise fees of \$30k in January (received in Feb.) and the vehicle tow franchise fees decreasing (down -\$9.5k) due to a decrease in the tow activity in the City.

Admissions of \$78,365 were \$9,365 (+14%) greater than budget of \$69,000; this payment is from the Swap Meet's December activity. The increase is attributed to an increase in Holiday shopping.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$61,260	\$62,309	\$60,019	\$78,365

Construction Permits of \$16,197 were \$920 (-5%) less than budget of \$17,117; no major variance.

Parking Citations of \$53,196 were \$17,637 (-25%) less than budget of \$70,833; this is the result of fewer citations issued compared to same period in prior years. As of July 1, 2011 the San Fernando Courthouse has redirected all traffic related cases/hearings and other civil cases to the Chatsworth Courthouse location. This has had a significant impact on parking citations issued in the Civic Center area. This revenue account will be reviewed and appropriately adjusted during the mid-year budget review.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$84,972	\$41,363	\$118,395	\$53,196

Interest and Rental Income of \$13,154 were \$179 (-1%) less than budget of \$13,333; no major variance.

RDA & Misc. Reimbursements of \$99,952 were \$1,570 (+2%) greater than budget of \$98,382; no major variance.

Charges for Current Services of \$73,212 were \$13,370 (+22%) greater than budget of \$59,842; this is the result of special police services (+\$13,581) and other (-\$211).

Sales of Property & Other Revenues of \$84,843 were \$12,099 (-12%) less than budget of \$96,942; this is due to code enforcement (-\$13,075) being staffed one less person in comparison to prior year, impounded vehicles (-\$3,975), facility rental (-\$2,858), parking meters (-\$2,656), zoning & planning fees (+\$4,181), swimming pool (+\$3,599), vendor inspection fees (+2,683), and other (+\$2).

Commentary **JANUARY 2012**

Self Insurance Fund

Worker's compensation premiums (revenue) of \$129,902 were \$98 (0%) less than budget of \$130,000; no major variance.

Water Fund

Water Service Charges of \$206,699 were \$107,051 (-34%) less than budget of \$313,750; this variance is due to an overly optimistic projection of miscellaneous revenue - (this budget item will be adjusted during mid-year).

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$240,963	\$216,242	\$230,359	\$206,699

Sewer Fund

Sewer Service Charges of \$194,369 were \$714 (0%) less than budget of \$195,083; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$229,761	\$191,824	\$187,902	\$194,369

Refuse Disposal

Refuse Disposal revenues of \$102,754 were \$1,163 (-1%) less than budget of \$103,917; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$99,420	\$100,187	\$102,777	\$102,754

State Gas Tax

Gas Tax revenues of \$48,276 were \$411 (+1%) greater than budget of \$47,865; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$74,526	\$0	\$0	\$47,865

Recreation

Recreation (Fund 17) reimbursements of \$6,516 were \$1,161 (+22%) greater than budget of \$5,355; this variance is the result of karate (+\$850), Day Camps (+\$540), youth sports (+\$455), adult softball (-\$640), and other revenues (-\$44).

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$93,593	\$44,103	\$34,843	\$6,516

Commentary **JANUARY 2012**

Retirement Fund

Property Tax revenues of \$978,671 were \$708,671 greater than budget of \$270,000; this variance is a result of the dissolution of Redevelopment (RDA). The project areas within the City's RDA received tax increment based on the assessed values of property within each project area. AB X1 26 signed by Governor Brown and upheld by the State Supreme Court reallocates the retirement portion of the property tax assessment back to the City. This fund will be appropriately adjusted during mid-year.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$291,532	\$275,923	\$268,898	\$978,671

EXPENDITURES

General Fund

City Council expenditures of \$9,756 were \$1,526 (19%) greater than budget of \$8,230; this variance is due to increases in CalPERS medical premiums as of January 1, 2012 (the budget will be adjusted during mid-year).

City Treasurer expenditures of \$11,357 were \$297 (3%) less than budget of \$11,654; no major variance.

City Administration expenditures of \$16,046 were \$4,387 (21%) less than budget of \$20,433; this variance is due to having savings in professional services (\$2,340), salaries/benefits (\$1,754) that need to be seasonally adjusted, o.t. (\$152), memberships (\$100), and other (\$41).

Personnel Division expenditures of \$26,955 were \$2,107 (7%) less than budget of \$29,062; this is the result of savings in professional services (\$1,387) related to the automated time clock system, the purchase of equipment and supplies (\$304), meetings & subscriptions (\$149), advertising (\$150), telephone (\$82), and other expenditures (\$35).

City Attorney expenditures of \$49,512 were \$32,846 (197%) greater than budget of \$16,667; this variance is the result of ongoing litigation. The budget shortfall for attorney expenses will be addressed during mid-year.

City Clerk expenditures of \$9,219 were \$1,210 (12%) less than budget of \$10,429; this variance is the result of savings in contractual services (\$708), salaries/benefits (\$264), meetings & subscriptions (\$121), supplies (\$67), and advertising (\$50).

Finance expenditures of \$65,077 were \$1,478 (2%) less than budget of \$66,555; no major variance.

Commentary **JANUARY 2012**

Community Development expenditures of \$25,021 were \$4,711 (16%) less than budget of \$29,733; this variance is due to having savings in equipment replacement (\$2,750), professional services (\$1,700), commissioner's reimbursement (\$250), and other (\$11).

Retirement PERS expenditures of \$149,749 were \$16,304 (10%) less than budget of \$166,050; this variance is due to a reduction of active employees since the adoption of the current year budget and not filling those vacant positions.

Non Departmental expenditures of \$10,235 were \$22,290 (69%) less than budget of \$35,525; this variance is due to savings in contractual services for no payment to Aegis in January (\$13,700), unemployment insurance (\$5,500), and telephone charges (\$3,090).

Fire Services (Los Angeles Fire Department) expenditures of \$263,280 were as budgeted; in the month of January, L.A. City Fire just billed for the months of July - December. These invoices will be paid in accordance with discussions with LAFD.

Police expenditures of \$507,797 were \$15,388 (3%) greater than budget of \$492,409; no major variance.

Public Works expenditures of \$101,562 were \$57,972 (36%) less than budget of \$159,534; this variance is due to savings in contractual/professional services (\$24,093), salary/benefits (\$11,798), CNG related expenditures (\$7,878), supplies (\$4,241), capital equipment (\$3,910), fuel (\$2,917), vehicle maintenance (\$2,117), and other (\$1,018).

Recreation & Community Services expenditures of \$102,585 were \$6,844 (6%) less than budget of \$109,429; no major variance.

Self Insurance Fund

City Attorney expenditures related to the self insurance fund of \$0 were \$8,168 less than budget of \$8,168; there were no attorney fees in January related to the Self Insurance Fund.

The Non-Departmental self insurance fund expenditures of \$85,392 were \$245,868 (74%) less than budget of \$331,800; this is the result of the City budgeting for the ICRMA premium payments in January, but we did not get billed until February.

Water Department

City Attorney expenditures of \$2,792 were \$2,792 greater than budget of \$0. These expenses are related to the Prop. 218 utility rate increases. A budget will be established during the mid-year process.

Public Works expenditures of \$224,982 were \$44,102 (16%) less than budget of \$269,083; this variance is due to savings in capital projects related to the Nitrate System (\$21,875), contractual services related to the Nitrate System (\$20,600), o.t. (\$1,063), and other (\$564).

Commentary | JANUARY 2012

Sewer Fund

City Attorney expenditures of \$2,792 were \$2,792 greater than budget of \$0. These expenses are related to the Prop. 218 utility rate increases. A budget will be established during the mid-year process.

Public Works expenditures of \$435,626 were \$3,513 (1%) less than budget of \$439,139; no major variance.

Refuse Disposal Fund

Public Works expenditures of \$91,685 were \$7,049 (7%) less than budget of \$98,733; no major variance.

Gas Tax

Non Departmental expenditures of \$75,881 were \$823 (1%) less than budget of \$76,704: no major variance.

Public Works expenditures of \$43 were \$233 (85%) less than budget of \$276; no major variance.

Recreation

Non Departmental Recreation & Community Services expenditures of \$0 were as \$3,690 less than budget of \$3,690; this is a budget adjustment done for a prior period expense. See year-to-date expenditures.

Recreation & Community Services expenditures of \$4,759 were \$3,782 (387%) greater than budget of \$977; this is the result of:

Supplies	(\$1,360)
Salaries & Benefits	(\$1,050)
Contractual Services	(\$988)
<i>Other</i>	<u>(\$384)</u>
Variance	\$ (3,782)

Retirement

Retirement PERS expenses of \$272,901 were \$12,824 (4%) less than budget of \$285,725; no major variance.

Commentary **YTD JANUARY 2012**

GENERAL

Year to date (YTD) revenues are down compared to prior year's budget due to the state of the national & local economy; major variances include:

- Code Enforcement; and
- Parking Citations.

Parking Citations are down due to a higher rate of unpaid citations that are going to collections and fewer citations being issued. A major factor on the issuance of parking citations is the County's decision to move all traffic related hearings from the San Fernando Courthouse to the Chatsworth Courthouse. We will continue to monitor this account in the coming months. Also, Code Enforcement has forwarded uncollected accounts to the Franchise Tax Board for collections as residences file their annual California tax returns. Finance & PD met with DataTicket in August 2011 to discuss parking citation revenue. DataTicket will now be utilizing a 3rd party professional collection agency to attempt active collections on over \$1 million in outstanding parking citations.

Budgeted expenditures have been reduced compared to FY 2010-11 expenditures. This is a result of carrying open positions, deferring operating & maintenance expenses where possible, and continued labor negotiations with the various bargaining units.

Major Public Works projects that are expected to either start or continue into in January include:

- Street maintenance, while in process is the Nitrate System.

REVENUE

General Fund

Property Tax revenues of \$667,921 were \$36,471 (+6%) greater than budget of \$631,450; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$741,898	\$682,107	\$599,168	\$667,921

Property Taxes In-Lieu of VLF of \$937,336 were \$15,035 (+2%) greater than budget of \$922,301; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$965,711	\$952,526	\$926,657	\$937,336

Commentary YTD JANUARY 2012

Sales & Use Tax revenues of \$1,025,454 were \$8,204 (+1%) greater than budget of \$1,017,250; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,193,345	\$1,082,975	\$1,027,722	\$1,025,454

Triple Flip of VLF of \$301,687 was \$21,313 less (-7%) than budget of \$323,000; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$477,794	\$350,054	\$445,220	\$301,687

Business License Taxes of \$253,941 were \$23,559 (-8%) less than budget of \$277,500; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$320,401	\$214,381	\$283,995	\$253,941

Franchise Fees of \$56,363 were \$39,637 (-41%) less than budget of \$96,000; this variance is due to the cable franchise fees were paid in February rather than January as budgeted (\$29k) and vehicle tow fees are down (\$10k) due to a decrease in towing activity within the City.

Admissions of \$425,131 were \$11,131 (+3%) greater than budget of \$414,000; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$324,332	\$371,310	\$401,013	\$425,131

Construction Permit revenues of \$116,734 were \$3,751 (+3%) greater than budget of \$112,983; no major variance.

Parking Citations of \$334,369 were \$90,631 (-21%) less than budget of \$425,000; this is the result of fewer citations issued compared to same period in prior years. As of July 1, 2011 the San Fernando Courthouse has redirected all traffic related cases/hearings and other civil cases to the Chatsworth Courthouse location. This has had a significant impact on parking citations issued in the Civic Center area.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$568,231	\$463,580	\$429,189	\$334,369

Interest and Rental Income of \$107,463 were \$10,868 (-9%) less than budget of \$118,331; this is the result of Mauran Ambulance owing two months rent. Staff has contacted Mauran and we are working on getting Mauran current by the beginning of February 2012.

Commentary **YTD JANUARY 2012**

RDA & Miscellaneous Reimbursements of \$250,256 were \$1,517 (+1%) greater than budget of \$248,740; no major variance.

Charges for Current Services of \$244,245 were \$16,847 (-6%) less than budget of \$261,092; this variance is due to vehicle inspection fees.

Sales of Property & Other Revenues of \$961,514 were \$37,455 (+4%) greater than budget of \$924,058; no major variance.

Self Insurance Fund

Worker's compensation premiums (revenue) of \$613,957 were \$16,043 (-3%) less than budget of \$630,000; no major variance.

Water Fund

Water Service Charges of \$1,310,003 were \$101,247 (-7%) less than budget of \$1,411,250; no major variance. The FY 2010-11 revenue included ~\$50k in revenue that should have been accrued to FY 2009-10.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,325,920	\$1,289,205	\$1,407,978	\$1,310,003

Sewer Fund

Sewer Service Charges of \$1,205,928 were \$92,720 (+8%) greater than budget of \$1,113,208; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,190,603	\$1,132,516	\$1,204,406	\$1,205,928

Refuse Disposal

Refuse Disposal revenues of \$520,327 were \$3,215 (-1%) less than budget of \$523,542; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$516,018	\$510,591	\$564,958	\$520,327

State Gas Tax

Gas Tax revenues of \$320,365 were \$35,383 (+12%) greater than budget of \$284,982; this is the result of conservative budgeting in light of past trends from the State. In prior years the State has deferred portions of Gas Tax payments to municipalities until March/April.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$416,850	\$145,740	\$174,530	\$320,365

Commentary **YTD JANUARY 2012**

Recreation

Recreation (Fund 17) reimbursements of \$145,189 were \$14,624 (+11%) greater than budget of \$130,565; this variance is due to day camp programs (+\$4,854), 4th of July (+\$3,357), water aerobics (+\$3,157), senior aerobics (+\$2,340), and other revenues (+\$916).

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$280,781	\$397,127	\$336,462	\$145,189

Retirement Fund

Property Tax revenues of \$2,175,153 were \$743,153 (+52%) greater than budget of \$1,432,000; this variance is a result of the dissolution of Redevelopment (RDA). The project areas within the City's RDA received tax increment based on the assessed values of property within each project area. AB X1 26 signed by Governor Brown and upheld by the State Supreme Court reallocates the retirement portion of the property tax assessment back to the City. This fund will be appropriately adjusted during mid-year.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,670,789	\$1,555,385	\$1,429,193	\$2,175,153

Commentary **YTD JANUARY 2012**

EXPENDITURES

General Fund

City Council expenditures of \$69,878 were \$2,120 (3%) greater than budget of \$67,758; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$	\$	\$	\$69,878

City Treasurer expenditures of \$73,029 were \$1,983 (3%) greater than budget of \$71,046; no major variance.

City Administration expenditures of \$105,529 were \$548 (1%) less than budget of \$106,077; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$	\$	\$	\$105,529

Personnel Division expenditures of \$125,399 were \$17,910 (12%) less than budget of \$143,308; this variance is due to savings in contractual services related to the automated time clock system and the search for a new Police Chief.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$	\$	\$	\$93,292

City Attorney expenditures of \$131,798 were \$48,465 greater than budget of \$83,334; this variance is the result of various ongoing litigation cases.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$	\$	\$	\$131,798

City Clerk expenditures of \$63,360 were \$788 (1%) greater than budget of \$62,572; no major variance.

Finance expenditures of \$265,261 were \$6,470 (2%) less than budget of \$271,732; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$	\$	\$	\$265,261

Community Development Expenditures of \$179,138 were \$14,415 (9%) greater than budget of \$164,723; no major variance.

Commentary YTD JANUARY 2012

Retirement PERS expenditures of \$991,703 were \$5,297 (1%) less than budget of \$997,000; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$	\$	\$	\$991,703

Non Departmental expenditures of \$119,378 were \$11,780 (9%) less than budget of \$131,158; no major variance.

Fire Services (Los Angeles Fire Department) expenditures of \$0 were as budgeted; the budget was seasonally adjusted in December to reflect payments starting in January. L.A. City Fire did not bill for the months of July through December. These bills were received in January and will be paid in the months of January through March to spread out the effects to the City's cash flow.

Police expenditures of \$3,157,104 were \$237,206 (8%) greater than budget of \$2,919,898; this variance is due to having three payrolls in December and the budget not reflective of this, payouts of accrued time of Police personnel that resigned or left the City during the current fiscal year, payouts for uniform allowance, and POA contract concessions that have not been formally agreed to yet but were projected as savings in the current budget.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$3,303,050	\$3,418,475	\$3,177,199	\$3,157,104

Public Works expenditures of \$779,315 were \$79,842 (9%) less than budget of \$859,157; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,307,564	\$1,080,429	\$829,616	\$779,315

Recreation & Community Services expenditures of \$660,460 were \$47,343 (8%) greater than budget of \$613,116; this variance is due to salaries and benefits (-\$35k) – mainly in Community Services division (01-422) and utilities (-\$12k).

Self Insurance Fund

City Attorney expenditures related to the self insurance fund of \$0 were as budgeted.

The Non-Departmental self insurance fund expenditures of \$598,200 were \$71,514 (14%) greater than budget of \$526,686; this is the result of the City continuing to pay all expenses related to an industrial accident from FY 2010-11. The City has reached its \$500k deductible, however, the City must continue to pay these related expenses out of pocket and get reimbursed quarterly.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$821,391	\$779,250	\$1,205,782	\$598,200

Commentary **YTD JANUARY 2012**

Water Department

Public Works expenses of \$1,353,720 were \$175,863 (11%) less than budget of \$1,529,582; this variance is due to budgeted savings in the Nitrate System program. The anticipated expenditures have been pushed out to later months.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,112,038	\$1,252,903	\$1,233,033	\$1,353,720

Sewer Fund

Public Works expenditures of \$949,620 were \$4,195 (0%) greater than budget of \$945,425; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$953,062	\$1,117,434	\$957,149	\$949,620

Refuse Disposal Fund

Public Works expenditures of \$443,209 were \$16,092 (4%) less than budget of \$459,302; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$481,496	\$469,328	\$464,816	\$443,209

Gas Tax

Non Departmental expense of \$227,642 were \$2,470 (1%) less than budget of \$230,111; no major variance.

Public Works expenses of \$25,337 were \$553 (2%) less than budget of \$25,890; this variance is due to no expenses in capital projects. The budget was adjusted in December to reflect seasonality.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$201,245	\$200,645	\$341,035	\$252,979

Recreation

Non Departmental Recreation & Community Services expenditures of \$3,687 were \$3,687 greater than budget of \$0; this is the result of charging part-time salaries & O.T. from concert at the pool/park. The budget will be addressed at Mid-Year.

Commentary YTD JANUARY 2012

Recreation & Community Services expenses of \$136,993 were \$33,420 (32%) greater than budget of \$103,573; this is the result of:

Salaries & Benefits* (needs seasonal adjustment)	\$(25,898)
Supplies	\$ (6,256)
Contractual Services	\$ (694)
Other Expenditures	<u>\$ (572)</u>
Variance	\$(33,420)

*Full-time staff charges will be adjusted and charged to an alternate funding source which has the budget appropriation already in place. This will cause the current deficit to be eliminated by June 30.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$309,533	\$351,188	\$355,565	\$136,993

Retirement

Retirement PERS expenses of \$1,609,561 were \$2,387 (0%) greater than budget of \$1,607,174; no major variance.

FY 08-09	FY 09-10	FY 10-11	FY 11-12
\$1,437,756	\$1,487,200	\$1,573,146	\$1,609,561

Commentary

YTD JANUARY 2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD January 31, 2012

	Month to Date			Year to Date		
	Actual	Budget	Variance	%	Actual	Budget
01 GENERAL FUND						
Revenue						
Property Taxes	143,496	139,000	4,496	3%	667,921	631,450
Property Taxes In-Lieu of VLF	937,336	922,301	15,035	2%	937,336	922,301
	<u>1,080,832</u>	<u>1,061,301</u>	<u>19,531</u>	<u>2%</u>	<u>1,605,257</u>	<u>1,553,751</u>
Sub-total Property Taxes						<u>51,506</u>
						3%
Sales & Use Taxes	178,727	177,000	1,727	1%	1,025,454	1,017,250
Triple Flip	301,687	323,000	(21,313)	(7%)	301,687	323,000
	<u>480,414</u>	<u>500,000</u>	<u>(19,586)</u>	<u>(4%)</u>	<u>1,327,140</u>	<u>1,340,250</u>
Sub-total Sales & Use Taxes						<u>(13,110)</u>
						(1%)
Business License Taxes	206,691	225,000	(18,309)	(8%)	253,941	277,500
						(8%)
Franchise Fees	10,428	49,500	(39,072)	(79%)	56,363	96,000
Admissions Taxes	78,365	69,000	9,365	14%	425,131	414,000
Construction Permits	16,197	17,117	(920)	(5%)	116,734	112,983
Parking Citations	53,196	70,833	(17,637)	(25%)	334,369	425,000
Interest & Rental Income	13,154	13,333	(179)	(1%)	107,463	118,331
RDA & Misc. Reimbursements	99,952	98,382	1,570	2%	250,256	248,740
Motor Vehicle In-Lieu (VLF)	0	0	0	0%	12,549	0
Charges for Current Services	73,212	59,842	13,370	22%	244,245	261,092
Sales of Property & Other Revenues	84,843	96,942	(12,099)	(12%)	961,514	924,058
Transfers from Other Funds	433,176	453,762	(20,586)	(5%)	2,275,167	2,300,046
	<u>862,523</u>	<u>928,710</u>	<u>(66,186)</u>	<u>(7%)</u>	<u>4,783,791</u>	<u>4,900,250</u>
Fees, Permits and Other Revenues						<u>(116,459)</u>
						(2%)
Total Revenue Sources	2,630,460	2,715,011	(84,551)	(3%)	7,970,130	8,071,751
						(101,621)
						(1%)

Commentary

YTD JANUARY 2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD January 31, 2012

	Month to Date				Year to Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
01 GENERAL FUND								
Expenses								
City Council	9,756	8,230	(1,526)	(19%)	69,878	67,758	(2,120)	(3%)
City Treasurer	11,357	11,654	297	3%	84,386	82,700	(1,686)	(2%)
City Administration	16,046	20,433	4,387	21%	121,575	126,510	4,935	4%
Personnel Division	26,955	29,062	2,107	7%	152,354	171,870	19,516	11%
City Attorney	49,512	16,667	(32,846)	(197%)	181,311	100,000	(81,310)	(81%)
City Clerk	9,219	10,429	1,210	12%	72,579	73,001	422	1%
City Officials and Administrative Offices	122,845	96,473	(26,372)	(27%)	682,082	621,838	(60,244)	(10%)
Finance	65,077	66,555	1,478	2%	330,339	332,900	2,561	1%
Community Development	25,021	29,733	4,711	16%	204,160	194,456	(9,704)	(5%)
Retirement - Pers	149,746	166,050	16,304	10%	1,141,449	1,163,050	21,601	2%
Non-Departmental	10,235	32,525	22,290	69%	130,262	163,693	33,421	20%
Fire Services (LAFD)	263,280	263,280	0	0%	263,280	263,280	0	0%
Police	507,797	492,409	(15,388)	(3%)	3,664,901	3,412,307	(252,595)	(7%)
Public Works	101,562	159,534	57,972	36%	880,347	1,018,691	138,344	14%
Recreation & Comm Services	102,585	109,429	6,844	6%	763,045	722,545	(40,500)	(6%)
Departmental	1,225,304	1,319,514	94,210	7%	7,377,782	7,270,910	(106,872)	(1%)
Total Expenses	1,348,149	1,415,987	67,839	5%	8,059,864	7,892,749	(167,116)	(2%)
Total GENERAL FUND	1,282,311	1,299,023	(16,712)	(1%)	(89,735)	179,002	(268,737)	(150%)

Commentary

YTD JANUARY 2012

City of San Fernando Income & Expense Report - Summary For Month and YTD January 31, 2012

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	%
06 SELF-INSURANCE FUND						
Revenue						
Interest & Rental Income	0	0	0	0	0	0%
Sales of Property & Other Revenues	129,902	130,000	(98)	613,957	630,000	(3%)
	<u>129,902</u>	<u>130,000</u>	<u>(98)</u>	<u>613,957</u>	<u>630,000</u>	<u>(3%)</u>
Fees, Permits and Other Revenues						
Total Revenue Sources	129,902	130,000	(98)	613,957	630,000	(3%)
Expenses						
City Attorney	0	8,168	8,168	0	8,168	100%
City Officials and Administrative Offices	0	8,168	8,168	0	8,168	100%
Non-Departmental	85,932	331,800	245,868	684,132	858,486	20%
Police	0	0	0	0	0	0%
Departmental	85,932	331,800	245,868	684,132	858,486	20%
Total Expenses	85,932	339,968	254,036	684,132	866,654	21%
Total SELF-INSURANCE FUND	43,970	(209,968)	253,938	(70,175)	(236,654)	(70%)

Commentary

YTD JANUARY 2012

City of San Fernando Income & Expense Report - Summary For Month and YTD January 31, 2012

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	%
70 WATER FUND						
Revenue						
Interest & Rental Income	0	1,500	(1,500)	146	3,000	(95%)
RDA & Misc. Reimbursements	0	417	(417)	0	2,083	(100%)
Charges for Current Services	0	0	0	0	0	0%
Sales of Property & Other Revenues	206,699	311,833	(105,135)	1,309,857	1,406,167	(7%)
Transfers from Other Funds	0	0	0	0	0	0%
	<u>206,699</u>	<u>313,750</u>	<u>(107,051)</u>	<u>1,310,003</u>	<u>1,411,250</u>	<u>(7%)</u>
Fees, Permits and Other Revenues						
Total Revenue Sources	206,699	313,750	(107,051)	1,310,003	1,411,250	(7%)
Expenses						
City Attorney	2,792	0	(2,792)	2,792	0	0%
City Officials and Administrative Offices	<u>2,792</u>	<u>0</u>	<u>(2,792)</u>	<u>2,792</u>	<u>0</u>	<u>0%</u>
Public Works	224,982	269,083	44,102	1,578,701	1,798,666	12%
Departmental	<u>224,982</u>	<u>269,083</u>	<u>44,102</u>	<u>1,578,701</u>	<u>1,798,666</u>	<u>12%</u>
Total Expenses	227,774	269,083	41,310	1,581,493	1,798,666	12%
Total WATER FUND	(21,075)	44,667	(65,742)	(271,491)	(387,416)	(30%)

Commentary

YTD JANUARY 2012

City of San Fernando Income & Expense Report - Summary For Month and YTD January 31, 2012

	Month to Date			Year to Date		
	Actual	Budget	Variance	%	Actual	Budget
72 SEWER FUND						
Revenue						
Interest & Rental Income	0	2,500	(2,500)	(100%)	252	5,000
Sales of Property & Other Revenues	194,369	192,583	1,786	1%	1,205,676	1,108,208
Transfers from Other Funds	0	0	0	0%	0	0
	<u>194,369</u>	<u>195,083</u>	<u>(714)</u>	<u>(0%)</u>	<u>1,205,928</u>	<u>1,113,208</u>
Fees, Permits and Other Revenues						
Total Revenue Sources	194,369	195,083	(714)	(0%)	1,205,928	1,113,208
					92,720	8%
Expenses						
City Attorney	2,792	0	(2,792)	0%	2,792	0
City Officials and Administrative Offices	<u>2,792</u>	<u>0</u>	<u>(2,792)</u>	<u>0%</u>	<u>2,792</u>	<u>0%</u>
Public Works	435,626	439,139	3,513	1%	1,385,246	1,384,564
Departmental	<u>435,626</u>	<u>439,139</u>	<u>3,513</u>	<u>1%</u>	<u>1,385,246</u>	<u>1,384,564</u>
					(682)	(0%)
Total Expenses	438,418	439,139	721	0%	1,388,038	1,384,564
Total SEWER FUND	(244,049)	(244,056)	7	(0%)	(182,109)	(271,356)
					89,246	(33%)

Commentary

YTD JANUARY 2012

City of San Fernando Income & Expense Report - Summary For Month and YTD January 31, 2012

	Month to Date			Year to Date				
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
73 REFUSE DISPOSAL FUND								
Revenue								
Interest & Rental Income	0	0	0	0%	0	0	0	0%
Sales of Property & Other Revenues	102,754	103,917	(1,163)	(1%)	520,327	523,542	(3,215)	(1%)
Transfers from Other Funds	0	0	0	0%	0	0	0	0%
	<u>102,754</u>	<u>103,917</u>	<u>(1,163)</u>	<u>(1%)</u>	<u>520,327</u>	<u>523,542</u>	<u>(3,215)</u>	<u>(1%)</u>
Fees, Permits and Other Revenues								
Total Revenue Sources	102,754	103,917	(1,163)	(1%)	520,327	523,542	(3,215)	(1%)
Expenses								
Public Works	91,685	98,733	7,049	7%	534,894	558,035	23,141	4%
Departmental	<u>91,685</u>	<u>98,733</u>	<u>7,049</u>	<u>7%</u>	<u>534,894</u>	<u>558,035</u>	<u>23,141</u>	<u>4%</u>
Total Expenses	91,685	98,733	7,049	7%	534,894	558,035	23,141	4%
Total REFUSE DISPOSAL FUND	11,069	5,183	5,886	114%	(14,567)	(34,493)	19,926	(58%)

Commentary

YTD JANUARY 2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD January 31, 2012

	Month to Date			Year to Date				
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
11 STATE GAS TAX FUND								
Revenue								
Interest & Rental Income	0	0	0	0%	16	0	16	0%
Sales of Property & Other Revenues	48,276	47,865	411	1%	320,348	284,982	35,367	12%
Fees, Permits and Other Revenues	48,276	47,865	411	1%	320,365	284,982	35,383	12%
Total Revenue Sources	48,276	47,865	411	1%	320,365	284,982	35,383	12%
Expenses								
Non-Departmental	75,881	76,704	823	1%	303,522	306,815	3,293	1%
Public Works	43	276	233	85%	25,379	26,166	786	3%
Departmental	75,923	76,980	1,056	1%	328,902	332,981	4,079	1%
Total Expenses	75,923	76,980	1,056	1%	328,902	332,981	4,079	1%
Total STATE GAS TAX FUND	(27,647)	(29,114)	1,468	(5%)	(8,537)	(47,999)	39,462	(82%)

Commentary

YTD JANUARY 2012

City of San Fernando Income & Expense Report - Summary For Month and YTD January 31, 2012

	Month to Date			Year to Date		
	Actual	Budget	Variance	%	Actual	Budget
17 RECREATION						
Revenue						
RDA & Misc. Reimbursements	6,516	5,355	1,161	22%	145,189	130,565
Sales of Property & Other Revenues	0	0	0	0%	0	0
	<u>6,516</u>	<u>5,355</u>	<u>1,161</u>	<u>22%</u>	<u>145,189</u>	<u>130,565</u>
Fees, Permits and Other Revenues						
Total Revenue Sources	6,516	5,355	1,161	22%	145,189	130,565
					14,624	14,624
						11%
Expenses						
Non-Departmental	0	3,690	3,690	100%	3,687	3,690
Recreation & Comm Services	4,759	977	(3,782)	(387%)	138,065	104,550
	<u>4,759</u>	<u>4,667</u>	<u>(92)</u>	<u>(2%)</u>	<u>141,752</u>	<u>108,240</u>
Departmental						
Total Expenses	4,759	4,667	(92)	(2%)	141,752	108,240
Total RECREATION	1,757	688	1,069	155%	3,436	22,325
						(18,888)
						(85%)

Commentary

YTD JANUARY 2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD January 31, 2012

18 RETIREMENT FUND								
Revenue	Month to Date				Year to Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Property Taxes	978,671	270,000	708,671	262%	2,175,153	1,432,000	743,153	52%
Sub-total Property Taxes	<u>978,671</u>	<u>270,000</u>	<u>708,671</u>	<u>262%</u>	<u>2,175,153</u>	<u>1,432,000</u>	<u>743,153</u>	<u>52%</u>
Interest & Rental Income	0	0	0	0%	0	0	0	0%
Sales of Property & Other Revenues	0	0	0	0%	0	0	0	0%
Fees, Permits and Other Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
Total Revenue Sources	978,671	270,000	708,671	262%	2,175,153	1,432,000	743,153	52%
Expenses								
Non-Departmental	272,901	285,725	12,824	4%	1,882,462	1,892,899	10,437	1%
Departmental	<u>272,901</u>	<u>285,725</u>	<u>12,824</u>	<u>4%</u>	<u>1,882,462</u>	<u>1,892,899</u>	<u>10,437</u>	<u>1%</u>
Total Expenses	272,901	285,725	12,824	4%	1,882,462	1,892,899	10,437	1%
Total RETIREMENT FUND	705,770	(15,725)	721,495	(4,588%)	292,691	(460,899)	753,590	(164%)

FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Mario Hernández and Councilmembers

FROM: Al Hernández, Executive Director
By: Joseph Lillio, Senior Accountant

DATE: March 5, 2012

SUBJECT: City Annual Financial Reports

RECOMMENDATION:

It is recommended that the City Council receive and file the following annual reports for Fiscal Year (FY) 2010-2011 (copies available in the Finance Department and City Clerk's Office):

- a. Comprehensive Annual Financial Report (CAFR) covering the financial activities of both the City and Redevelopment Agency; and
- b. Financial Transactions Report for the City.

BACKGROUND:

1. The City Municipal Code requires an annual audit to be conducted by independent certified public accountants shortly after the end of the fiscal year. The audit is conducted in accordance with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB).
2. On October 18, 2011, the "Cities Financial Transactions Report" was filed with the State Controller's Office.
3. The CAFR will be transmitted to the Government Finance Officers Association (GFOA) for consideration of the Certificate of Achievement for Excellence in Financial Reporting Award. The award is presented to government agencies whose comprehensive annual financial reports achieve the highest standards in government accounting and financial reporting.

BUDGET IMPACT:

None

RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Mario F. Hernández and Councilmembers

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

DATE: March 5, 2012

SUBJECT: Concession Stands – Request for Quimby Funds

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment “A”) approving an allocation of Quimby Funds for minor upgrades of the concession stands at Las Palmas Park and Pioneer Park in an amount not to exceed \$5,100.

BACKGROUND:

1. On April 18, 2011, City Council directed the Recreation and Community Services (RCS) Operations Manager to provide an update on concession stand operations.
2. In December 2011, the RCS Operations Manager met with both San Fernando National Little League and Santa Rosa Baseball League to discuss the upcoming baseball season for 2012 and potential funding opportunities.
3. On January 17, 2012, the RCS Operations Manager provided City Council with an update on concession stand operations.
4. Since January 2012, the RCS Operations Manager has been meeting with the San Fernando National Little League and Santa Rosa Baseball League regarding usage of the City facilities for the 2012 season and the creation of a maintenance plan for concession stands.
5. In February 2012, City staff met with the Los Angeles County Department of Public Health (LACDPH) to create a final punch list of items to be upgraded at the concession stands in order to allow leagues to sell/serve prepackage foods only for the 2012 season.

Concession Stands – Request for Quimby Funds

Page 2

ANALYSIS:

Las Palmas and Pioneer Park Concession Stands

The concession stands at Las Palmas and Pioneer Parks were designed to provide patrons of the parks a place to purchase snacks or food during athletic, entertainment, and/or community events. The minor repairs to be conducted at both concession stands will meet the minimum requirements set forth by the California Retail Food Code and will be enforced by LACDPH. The repairs will allow leagues to bring picnic lunches/snacks and to sell/serve commercially pre-packaged food only. The leagues will benefit from using the concession stands to help generate revenue that pays for umpire fees and other ancillary expenses not covered by registration charges.

Scheduled Minor Repairs for Concession Stands

Item	Material Costs	Labor Costs	Total Costs
6 Electrical Heaters for Sinks	Sinks - \$1,800 Electrical material - \$500	\$600	\$2,900
Utility Sink for Pioneer Park	\$600	\$150	\$750
2 Hand Sinks	\$1000	\$100	\$1,100
Signs	\$300	\$50	\$350
TOTAL	\$4,200	\$900	\$5,100

CONCLUSION:

It is recommended that the City Council adopt a Resolution approving an allocation of Quimby Funds for minor upgrades of the concession stands at Las Palmas Park and Pioneer Park in the amount not to exceed \$5,100.

BUDGET IMPACT:

The Resolution provided with this report is to amend the City budget to include an allocation from Fund 19 (Quimby Act Funds).

There will be no budget impact to the General Fund for the Fiscal Year 2011-12.

ATTACHMENT:

A. Resolution

ATTACHMENT "A"**RESOLUTION NO. ____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AMENDING THE BUDGET FOR THE FISCAL
YEAR 2011-2012 ADOPTED ON JULY 18, 2011**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2012, commencing July 1, 2011, and ending June 30, 2012; and

WHEREAS, the City Council has determined that it is necessary to increase the expenditures of the Current City; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2011 and ending June 30, 2012, a copy of which is on file in the City Clerk's Office, has been adopted on July 18, 2011.

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

Section 1: The following adjustment in expenditures is made in the named City fund:

1. Quimby Fee Fund – Increase in Expenditures: (not to exceed) \$5,100
(Concession Stands at Las Palmas and Pioneer Park)

PASSED, APPROVED, AND ADOPTED this 5th day of March, 2012.

Mario F. Hernández, 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 5th day of March, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Al Hernández, City Administrator

DATE: March 5, 2012

SUBJECT: Making an Election with Respect to Housing Assets and Functions of the Former Redevelopment Agency

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment “A”) electing not to retain the responsibility for performing housing functions previously performed by the San Fernando Redevelopment Agency, and determining that all of the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former San Fernando Redevelopment Agency be transferred to the County of Los Angeles Housing Authority.

BACKGROUND:

This agenda item addresses an outcome of the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861), the litigation challenging AB X1 26 (“AB 26”) and AB X1 27 (“AB 27”). AB 26 and AB 27, which were signed by the Governor of California on June 29, 2011, added Parts 1.8 and 1.85 to the Community Redevelopment Law.

The Supreme Court largely upheld AB 26 (which provides for the windup and dissolution of redevelopment agencies), invalidated AB 27 (which provided for an alternative voluntary redevelopment program), and held that AB 26 may be severed from AB 27 and enforced independently. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 (the dissolution provisions) arising before May 1, 2012 to take effect four months later. As a result of the Supreme Court’s decision, on February 1, 2012, all redevelopment agencies were dissolved, and cities do not have the option of making remittance payments to enable the continued operation of redevelopment agencies. The City is the successor agency for the Redevelopment Agency of the City of San Fernando.

Making an Election with Respect to Housing Assets and Functions of the Former Redevelopment Agency
Page 2

ANALYSIS:

Health and Safety Code Section 34176(a) authorizes a city that created a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency. If a city elects to retain the responsibility for performing housing functions previously performed by the redevelopment agency, Section 34176(a) provides that all rights, powers, duties, and obligations, excluding any amounts on deposit in the Low and Moderate Income Housing Fund, shall be transferred to the City.

Health and Safety Code Section 34176(b) provides that if a city does not elect to retain the responsibility for performing housing functions previously performed by the redevelopment agency, all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the redevelopment agency, excluding any amounts on deposit in the Low and Moderate Income Housing Fund, shall be transferred as follows:

- (1) Where there is no local housing authority in the territorial jurisdiction of the former redevelopment agency, to the Department of Housing and Community Development;
- (2) Where there is one local housing authority in the territorial jurisdiction of the former redevelopment agency, to that local housing authority; and
- (3) Where there is more than one local housing authority in the territorial jurisdiction of the former redevelopment agency, to the local housing authority selected by the city that authorized the creation of the redevelopment agency.

The County of Los Angeles Housing Authority is **the only housing authority** in the territorial jurisdiction of the former Redevelopment Agency.

Health and Safety Code Section 34176(c) provides that the entity assuming the housing functions formerly performed by the redevelopment agency may enforce affordability covenants and perform related activities pursuant to applicable provisions of the Redevelopment Law, including, but not limited to, Health and Safety Code Section 33418.

The Agency's housing assets include:

- Resale restrictions agreements, promissory notes and subordinates deeds of trust that were used to facilitate single family rehabilitation loans and first time homebuyer loans (Attachment "B").
- Ground leases and associated land held to facilitate a 97-unit senior housing project on three scattered sites owned by the Agency;
- Promissory notes to facilitate the development of 20 low-income rental units on a city-owned lot and associated off-site open space on a former agency-owned parcel; and

If the City elects to assume the Redevelopment Agency's housing functions and retain ownership

Making an Election with Respect to Housing Assets and Functions of the Former Redevelopment Agency
Page 3

of its assets as the housing successor, the City would assume the related rights, powers, duties, obligations, and liabilities. The primary obligations that would be incurred by the City would be to continue to monitor and enforce affordability covenants and agreements that were previously entered into by the Redevelopment Agency for the life of the individual projects. AB 26 does not provide a source of income to perform these activities, however. Per AB 26, the remaining Low-Mod Housing Funds balance would be distributed to schools, counties, and special districts based on calculations made by the Los Angeles County Auditor-Controller.

In addition to the previously noted responsibilities of the housing successor in handling the Redevelopment Agency's former housing functions, there are potential liabilities associated with:

- Holding assets (e.g., properties, contracts, leases, records, buildings/equipment);
- Pledging to make payments of enforceable obligations of the former Redevelopment Agency as it relates to affordable housing projects;
- Ongoing collection of revenues from single family rehab loan repayments and/or first time homebuyer repayments that may include equity share provisions;

Environmental Impact:

The proposed administration action being considered by the City Council has been reviewed for compliance with the California Environmental Quality Act (CEQA). In accordance with the provisions of the CEQA Guidelines, it is staff's assessment that the proposed City Council's administrative action is exempt from compliance with the procedures of the CEQA. This determination is made pursuant to Section 15061(c)(3) because the adoption of this resolution is not a "project" as defined in Section 15378 of the CEQA Guidelines and its adoption will therefore not have a potential to result in a physical change in the environment.

CONCLUSION:

It is staff's assessment that beyond the administrative expenses already identified in the amended Outstanding Obligation Payment Schedule and the Recognized Obligation Payment Schedule, it would not be prudent for the City to assume the Agency's housing responsibilities and liabilities without having continued access to Low-Mod Housing Funds to support these housing functions. Specifically, the right to provide ongoing monitoring of covenants and contracts on existing affordable housing projects does not justify the cost of performing those functions. In summary, staff recommends designation of the County of Los Angeles Housing Authority as the successor entity responsible for undertaking the former Agency's housing functions.

Making an Election with Respect to Housing Assets and Functions of the Former Redevelopment Agency
Page 4

BUDGET IMPACT:

AB 26 does not appear to authorize a funding mechanism for performing housing functions previously performed by the Redevelopment Agency. The elimination of the Redevelopment Agency and its housing functions would require the City to cover personnel expenses during the remaining portion of this Fiscal Year (FY) 2011-2012. The total personnel costs through January 31, 2012 were approximately \$150,000. For the remainder of this fiscal year, staff anticipates an additional \$130,000 to be paid by the City's General Fund should the City elect to be the affordable housing successor.

If the City elects to not to be the affordable housing successor, there would be no additional personnel expenses.

ATTACHMENTS:

- A. Resolution
- B. List of Redevelopment Agency Assets, Projects, and/or Agreements Funded with Low-Mod Housing Funds

ATTACHMENT "A"

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA MAKING AN ELECTION IN
CONNECTION WITH HOUSING ASSETS AND FUNCTIONS
UNDER PART 1.85 OF DIVISION 24 OF THE CALIFORNIA
HEALTH AND SAFETY CODE AND TAKING CERTAIN
ACTIONS IN CONNECTION THEREWITH**

RECITALS:

A. AB X1 26 and AB X1 27 were signed by the Governor of California on June 29, 2011, making certain changes to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "Redevelopment Law"), including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85").

B. The California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)) alleging that AB X1 26 and AB X1 27 are unconstitutional. On December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case, largely upholding AB X1 26, invalidating AB X1 27, and holding that AB X1 26 may be severed from AB X1 27 and enforced independently.

C. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012, to take effect four months later.

D. As a result of the Supreme Court's decision, the San Fernando Redevelopment Agency (the "Redevelopment Agency"), a redevelopment agency in the City of San Fernando (the "City"), created pursuant to the Redevelopment Law, was dissolved pursuant to Part 1.85 on February 1, 2012.

E. Health and Safety Code Section 34176(a) authorizes a city that created a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency. Pursuant to Section 34176(a), if a city elects to retain the responsibility for performing housing functions previously performed by the redevelopment agency, all rights, powers, duties, and obligations, excluding any amounts on deposit in the Low and Moderate Income Housing Fund, shall be transferred to the City.

F. Health and Safety Code Section 34176(b) provides that if a city does not elect to retain the responsibility for performing housing functions previously performed by the redevelopment agency, all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the redevelopment agency, excluding any amounts in the Low and Moderate Income Housing Fund, shall be transferred as follows: (1) where there is no local housing authority in the territorial jurisdiction of the former redevelopment agency, to the Department of Housing and Community Development; (2) where there is one local housing

authoring in the territorial jurisdiction of the former redevelopment agency, to that local housing authority; and (3) where there is more than one local housing authority in the territorial jurisdiction of the former redevelopment agency, to the local housing authority selected by the city that authorized the creation of the redevelopment agency.

G. The Housing Authority of the County of Los Angeles is the only housing authority within the territorial jurisdiction of the former Redevelopment Agency.

H. Health and Safety Code Section 34176(c) provides that the entity assuming the housing functions formerly performed by the redevelopment agency may enforce affordability covenants and perform related activities pursuant to applicable provisions of the Redevelopment Law, including, but not limited to, Health and Safety Code Section 33418.

I. The City Council desires to adopt this resolution in connection with the housing assets and functions previously performed by the Redevelopment Agency.

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

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to Health and Safety Code Section 34176.

Section 3. Pursuant to Health and Safety Code Section 34176(b), the City Council hereby elects for the City not to retain the responsibility for performing housing functions previously performed by the Redevelopment Agency, and hereby determines that all of the assets, as allowed by law, and all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the Redevelopment Agency shall be transferred to the Housing Authority of the County of Los Angeles.

Section 4. The officers and staff of the City are hereby authorized and directed, jointly and severally, to make all notifications of the Council's election, as set forth in Section 3 hereof, as deemed necessary or advisable and to execute all documents and take all actions which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 5. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any right the City may have to challenge the legality of all or any portion of AB X1 26 through administrative or judicial proceedings.

Section 6. This Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The City Council has determined that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because

this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment. (Guidelines Section 15378(b) (5)).

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 5th day of March, 2012.

Mario F. Hernández, 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 5th day of March, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

Resale Restriction Agreement and Option to Purchase, Promissory Note and Subordinate Deeds of Trust with the City of San Fernando	
Single Family Rehab Outstanding Loans	
48 Loans	
First Time Home Buyers Outstanding Loans	
20 Loans	
Agency assisted Affordable Housing Projects	Deed Restriction
499 S. Kalisher Street	Disposition and Development Agreement; ground lease; 55 year affordability covenant
333 S. Kalisher Street	Disposition and Development Agreement; ground lease; 55 year affordability covenant
101 Park Avenue	Disposition and Development Agreement; ground lease; 55 year affordability covenant
	Promissory Note
1422 San Fernando Road/551 Kalisher Street	Payment of Low-Mod Housing Funds to facilitate 20 low-income units; 55 year affordability covenant
Source: Finance Department	

RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Mario F. Hernández and Councilmembers

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

DATE: March 5, 2012

SUBJECT: Authorization to Proceed with San Fernando Skate Plaza Design

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Letter of Commitment from the Rob Dyrdek Foundation (Attachment “A”), committing to reimburse the City \$25,000 for the design work (estimated total cost is \$50,000) of the proposed Skate Plaza and direct staff to submit the letter for the required Foundation signatures; and
- b. Authorize the City Administrator to execute the Professional Service Agreement between the City and California Skateparks, Inc (Attachment “B”) to prepare construction documents and bid specifications to facilitate the development of the San Fernando Skate Plaza, subject to receiving the signed Letter of Commitment from the Rob Dyrdek Foundation.

BACKGROUND:

1. On or about January 28, 2010, City representatives met with team members of JKL Worldwide and representatives of the Rob Dyrdek Foundation to discuss the potential of developing a Safe Spot Skate Spot Plaza in San Fernando (i.e., .9 acre site on the corner of Fourth Street and Park Avenue).
2. On February 22, 2010, the City received confirmation that the Rob Dyrdek Foundation had made a commitment to assist (i.e., match the City’s funds) in developing design plans for a Skate Plaza on the Fourth Street and Park Avenue site.
3. On April 5, 2010, City Council approved a \$25,000 allocation from the Quimby Fee Fund for the design and construction drawings for the proposed Skate Plaza.

Authorization to Proceed with San Fernando Skate Plaza Design

Page 2

4. On October 4, 2010, City Council approved the conceptual design (as submitted by California Skateparks) for the proposed San Fernando Skate Plaza and authorized City staff to proceed with the development of the associated drawings pursuant to the project time line.

The funding for the design work was to be as follows: City \$25,000 and Rob Dyrdek Foundation \$25,000 for a total not to exceed \$50,000.

5. The Rob Dyrdek Foundation has advised the City that it will reimburse the City \$25,000 (of the total \$50,000 for design work) only after the design and construction is complete, and that their \$25,000 would be the last monies spent on this project.
6. On December 6, 2010, the City Council discussed this proposal and the item was deferred until a later time so that the Council would have the opportunity to discuss the \$25,000 grant with the Rob Dyrdek Foundation.
7. On April 18, 2011, the City Council approved to advance \$25,000 for design work, conditioned upon receipt of the Letter of Commitment in form satisfactory to the City Administrator and City Attorney.
8. On July 11, 2011, the City Council approved the Fiscal Year 2010-2011 City Budget, which included an allocation of \$40,500 of Quimby Funds for construction documents and bid specifications for the development of the San Fernando Skate Plaza pending a commitment letter from the Rob Dyrdek Foundation to provide matching funds post project completion.
9. On December 22, 2011, the City received a draft of the commitment letter from the Rob Dyrdek Foundation to provide matching funds post project completion for the proposed San Fernando Skate Plaza.
10. On February 22, 2012, City staff met with Councilmember Brenda Esqueda to discuss a proper timeframe for fundraising and construction of the San Fernando Skate Plaza. Based on staff discussion, it was determined that the city's time frame to complete the construction of the Skate Plaza would allow for project completion by June 30, 2014.

CONCLUSION:

The City has already paid out \$7,500 to complete Tasks 1 and 2 of the design work that provide for the completion of the conceptual and schematic designs. An additional \$2,000 was used by the City to facilitate community outreach including public workshops and associated flyers to allow public input on the conceptual design. The next steps would allow for construction documents and bid specifications to be prepared at a cost not to exceed \$40,500. As previously noted, the \$40,500 have already been allocated to complete the design phase of the project pursuant to the City's Fiscal Year 2011-2012 budgeting. Furthermore, the scope of work would provide for a construction cost estimate that could be used by city staff and the City Council on determining future budget allocations and/or fundraising needs as the project moves forward into

Authorization to Proceed with San Fernando Skate Plaza Design

Page 3

the actual contractor bidding and construction phases. These subsequent phases would require review and approval by the City Council.

BUDGET IMPACT:

Approval of the Commitment Letter between the City of San Fernando and the Rob Dyrdek Foundation and approval of the associated professional services agreement with California Skateparks, Inc. will not have a budget impact beyond the \$40,500 in Quimby Funds already allocated by the City Council during Fiscal Year 2011-2012. Pursuant to the attached Commitment Letter, should the City Council move forward with the construction of the San Fernando Skate Plaza, the City would be reimbursed up to \$25,000 in design expenses by the Rob Dyrdek Foundation. In addition, the City has already expended \$7,500 to complete the conceptual and schematic designs with the two remaining phases providing for the construction drawings, bid specifications, and construction cost estimate.

ATTACHMENTS:

- A. Commitment Letter from Rob Dyrdek Foundation
- B. Professional Services Agreement between the City and California Skateparks, Inc.

ATTACHMENT "A"

March 5, 2012

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

City of San Fernando
Attn: Honorable Mayor and Councilmembers
117 Macneil Street
San Fernando, California 91340

Re: Commitment to Partially Compensate for the Development of Construction
Design Plans for a City of San Fernando Skate Plaza

To All Parties:

The City of San Fernando (the "City") has committed twenty-five thousand dollars (\$25,000) towards the development of construction design plans for a skate plaza (the "Project") to be located in Recreation Park. The total estimated cost for the development of the Project's construction design plans is fifty thousand dollars (\$50,000). The City has engaged California Skateparks ("CSP"), a licensed California contractor, to prepare the Project's design plans and construct the Project.

Based upon and subject to the terms and conditions set forth in this Commitment Letter (the "Commitment Letter"), the Rob Dyrdek/DC Shoes Skate Plaza Foundation (the "Foundation") commits a not-to-exceed amount of twenty-five thousand dollars (\$25,000) towards the Project. The Foundation's commitment of funds is contingent on the City of San Fernando's funding of the entire cost to construct the Skate Plaza at San Fernando Recreation Park, the issuance of all applicable building permits, and the completion of the construction of same. Not later than the fifteenth (15th) day following the City's recordation of the Project's notice of completion, the City shall submit to the Foundation an invoice for the amount of twenty-five thousand dollar (\$25,000) commitment. Upon the adequate satisfaction of all of the conditions herein, and the submission of an invoice, Foundation shall pay the invoice within thirty (30) calendar days after receipt of the invoice.

The Foundation's commitment to partially reimburse the City for the cost of the Project shall terminate at 5:00 p.m. on June 30, 2014, unless this Commitment Letter is accepted by the City in writing and delivered to the Foundation prior to such time. Following acceptance by the City, this Commitment Letter shall expire upon the City's failure to cause completion of the construction of the Project by June 30, 2014.

This Commitment Letter embodies the entire agreement and understanding between the Foundation and the City with respect to the Foundation's partial reimbursement of the cost to development of design plans for the Project and supersedes all prior agreements and understandings.

This Commitment Letter shall be governed by and construed in accordance with the laws of the State of California without reference to the conflicts or choice of laws principles thereof.

City of San Fernando
March 5, 2012

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart; provided that the facsimile transmission shall be promptly followed by the original.

This Commitment Letter may not be amended or any provision waived or modified except in writing signed by the Foundation and the City.

Please indicate your acceptance of this Commitment Letter by signing in the space provided and returning the original copy to the Foundation.

Very truly yours,

Rob Dyrdek/DC Shoes Skate Plaza Foundation,
a California corporation

By: _____
Name: _____
Title: Executive Director,
[SIGNATURES CONTINUED]

By: _____
Name: _____
Title: Secretary

ACCEPTED AND AGREED TO THIS 5th DAY OF MARCH, 2012

City of San Fernando,
a California municipal corporation

By: _____
Name: Mario F. Hernández
Title: Mayor

ATTEST:

By: _____
Name: Elena Chávez
Title: City Clerk

cc: Al Hernández, City Administrator
Fred Ramirez, City Planner

ATTACHMENT "B"**PROFESSIONAL SERVICES AGREEMENT
FOR A CONCRETE SKATE PLAZA**

This Professional Services Agreement for a Concrete Skate Plaza ("Agreement") is made as of this ____ day of March, 2012, by and between the City of San Fernando, a California Municipal Corporation ("CITY") and California Skateparks, Inc., a California Corporation ("CONSULTANT").

R E C I T A L S

A. CITY has determined that it requires the following professional services from a consultant: professional design services for a concrete skate plaza to be located on the Southeast corner of 4th Street and Park Avenue in the City of San Fernando.

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

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

1. DEFINITIONS

- a. "Scope of Services": Such professional services as set forth in Exhibit A attached hereto and incorporated herein by this reference.
- b. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.
- c. "Commencement Date": March 14, 2012.
- d. "Expiration Date": August 31, 2012.

2. CONSULTANT'S SERVICES.

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

b. Time of Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services in conformance with the project task list set forth in Exhibit A.

c. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY.

CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

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

b. Consultant Representative. For the purposes of this Agreement, Joe Ciaglia, Jr. is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). CONSULTANT may not change the Responsible Principal without the prior written approval of CITY.

4. CONSULTANT'S PERSONNEL

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

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

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

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

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

5. FACILITIES AND EQUIPMENT

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

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 19 herein.

7. COMPENSATION

a. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not-to-exceed Forty-Eight Thousand Dollars (\$48,000.00) payable as earned during the Project in accordance with Exhibit B. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project as shown in Exhibit B will be allowed unless CITY authorizes such additional compensation in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Representative.

b. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services. Changes, directed and approved by CITY requiring redesign and/or revisions during subsequent phases, shall be considered additional services and shall be documented and billed on an hourly basis in accordance with the hourly rates set forth in Exhibit B.

8. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

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

10. PUBLICATION OF PROJECT

Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Consultant shall be listed as the project's designer/builder. Consultant retains the non-exclusive right to publish the project.

11. INDEPENDENT CONTRACTOR

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

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, indemnify, protect, defend and hold harmless CITY and any and all of its Councilmembers, officers, attorneys, agents, representatives, consultants, employees, volunteers, successors, and assigns (individually as "Indemnatee" and collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, and costs associated therewith (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, agents, servants, employees, subcontractors, materialmen, suppliers or their respective officers, agents, servants or employees in the performance of professional services under this Agreement.

b. Indemnity for Other Than Professional Liability. Except for the gross negligence or willful misconduct of an Indemnatee, to the fullest extent permitted by law,

CONSULTANT shall, at its sole cost and expense, indemnify, protect, defend, and hold harmless Indemnitees from and against any and all claims, which may be sustained or suffered by or secured against the Indemnitees, arising or claimed to arise, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provisions, covenant, or condition of this Agreement, including this indemnity provision.

c. Payment is not required as a condition precedent to an Indemnitee's right to recover under this Section. An Indemnitee shall have the right to select the attorneys to represent it in the event of a claim and at CONSULTANT's expense. CONSULTANT shall pay Indemnitees for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this Section.

d. The provisions of any workers compensation act or similar act shall not limit CONSULTANT's obligations under this or any other provision of this Agreement. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to Indemnitees.

e. CONSULTANT 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 CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees in accordance with the provisions of this Section.

f. CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claims. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

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

15. INSURANCE

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

(1) Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

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

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

(4) Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

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

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

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

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

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

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

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

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

j. CITY must approve any deductibles or self-insured retentions. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured

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

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

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities. CONSULTANT shall not be liable for any direct, actual or consequential damages that occur as a result of CONSULTANT'S inability to produce such records by reason of casualty, destruction or loss of documents held by CONSULTANT, unless such casualty, destruction or loss is the result of the intentional and wrongful act or the gross negligence of CONSULTANT.

18. SUSPENSION OF AGREEMENT

CITY, may in writing, order CONSULTANT to suspend all or any part of the CONSULTANT's services under this Agreement for the convenience of CITY or for work stoppages beyond the control of CITY and CONSULTANT.

19. TERMINATION OF AGREEMENT

a. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on sixty (60) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

b. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) calendar days or more, or upon instruction by CITY to CONSULTANT to suspend activity on the project, this Agreement shall be deemed terminated. For purposes of this Section, "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings.

c. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid

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

20. FORCE MAJEURE

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

21. NOTICES

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

If to CITY:

Attn: Ismael Aguila
Recreation and Community Services
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1200
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: Joe Ciaglia, President/CEO
California Skateparks, Inc.
273 N. Benson Avenue
Upland, California 91786
Telephone: (909) 949-1601
Facsimile: (909) 981-9368

With a courtesy copy to:

Michael Estrada, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3101
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

22. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

23. PROHIBITION AGAINST ASSIGNMENT

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

24. ATTORNEY'S FEES

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

25. ENTIRE AGREEMENT

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

26. TIME IS OF THE ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. 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.

28. INSTITUTION OF EQUITABLE AND/OR LEGAL ACTIONS.

In addition to any other rights or remedies the parties have in equity, any party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

29. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

30. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a

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

31. 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.

32. EXECUTION

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

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

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

CITY OF SAN FERNANDO

CONSULTANT:

Mario F. Hernández, Mayor

By:

Joe Ciaglia, Jr., President/CEO

ATTEST:

By:

Elena G. Chávez, City Clerk

[name and title]

APPROVED AS TO FORM:

Michael Estrada, City Attorney

EXHIBIT A

SCOPE OF SERVICES

A. Task 1.0 – Programming & Conceptual Design (Completed November 2010; City Paid \$3,500 to complete.)

1.1 Objectives

- Define scope of work, schedule program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this Project
- Conduct site visit.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost and budget.
- To conduct the first public design workshop.

1.2 Project Kick-Off Meeting #1 (CONSULTANT/CITY)

- Meet with CITY and CITY staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and distribution of design team responsibilities.
- CITY shall provide CONSULTANT with any operational or maintenance issues pertaining to other parks within CITY's oversight. CONSULTANT shall use this information to respond to any existing park issues that may be addressed in the design of this Project.
- CITY shall provide CONSULTANT with any applicable municipality and surround area guidelines, specifications, and detailing as it relates to any designed element within the project. CITY shall additionally inform CONSULTANT of any special requirements for this Project (i.e., CITY approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.)
- Deliverables: Two (2) programming concepts illustrating the layout and circulation of the park.

1.3 Data Collection (CONSULTANT/CITY)

- CONSULTANT shall collect data as it relates to the existing site and proposed development to ensure an understanding of the site and park program. CITY shall gather existing information pertinent to the Project's Scope of Services and distribute such information to all design team members during this phase of the work.
- Deliverables: Client staff meeting #1/Public meeting #1.

1.4 Project Meeting #2 & Public Meeting #1 (CONSULTANT/CITY)

- Conduct a site visit.
- CITY shall locate and reserve the room(s) for each of the below listed Public/Skate Plaza Meeting.
- The Public/Skate plaza Meeting, tentatively scheduled between 6:00 pm-7:00 pm, will be held to facilitate a work session to develop consensus and present the skate plaza concepts and to conduct first design workshop. CONSULTANT shall present various skate plaza styles and props for public feedback on design direction, with specific emphasis on skate plaza guidelines stressed by the Rob Dyrdek Foundation (the "Foundation").
- CONSULTANT shall present two (2) concepts in SketchUp 3d format for discussion at the public design meeting, and verbally collect community input for inclusion in revised master plan concept.

B. Task 2.0 – Schematic Design (Completed November 2010; City Paid \$4,000 to complete.)

2.1 Develop Final Skate Plaza Schematic Master Plan (CONSULTANT/CITY/Foundation)

- Develop one (1) final park master plan based on conceptual layouts, design team input, CITY input, and public design workshop comments. The Foundation shall internally approve the concept at this stage.
- Deliverables: Conceptual site plans and improvement sketches to be used as a basis for the future construction documents; Final skate plaza schematic master plan.

2.2 Preliminary Skate Plaza Cost Estimate (CONSULTANT)

- Determine preliminary cost for the skate plaza.
- Cost estimate shall be based upon general square footage prices, based on current market conditions. Any cost estimates provided by Consultant shall be on a basis of experience and judgment. However, because Consultant has no control over market conditions or bidding procedures,

Consultant cannot warrant that bides or ultimate construction costs will not vary from the cost estimate.

- Deliverables: Preliminary costs for skate plaza based on current market conditions.

C. Task 3.0 – Design Development

3.1 Objectives

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by CITY of the Schematic Design plans, CONSULTANT shall prepare the Design Development drawings set forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction documents.

3.2 Project Meeting #3 – DD Coordination (CONSULTANT/CITY) Phone Conference

- CONSULTANT shall make available to CITY a copy of the final plan prior to project meeting #3.
- Evaluate skate plaza plan for security, access and code compliance.
- Review plan for innovation, value engineering, and review design schedule.
- Deliverables: Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.

3.3 Materials Research (CONSULTANT)

- Identify proposed materials and furnishings to be used within the skate plaza project.
- Identify all products by manufacturer and approximate cost.
- Deliverables: Cut-sheets and/or product samples for submittal to CITY for review and approval.

3.4 Prepare Base Information (CONSULTANT)

- Prepare base information for inclusion in all future design documents.
- CONSULTANT shall coordinate drawings within the Scope of Services with Project Design Team members as updates become available.

- Deliverables: Individual coordination items in sketch format for submittal to Project Design Team as necessary for completion of the 60% plan set.

3.5 Site Plan (CONSULTANT)

- Convey major site features relevant to the skate plaza's placement on site.

3.6 Preliminary Skate Plaza Material Reference Plan (CONSULTANT)

- Identify all major amenities in the skate plaza master Plan by keynote description.
- Reference all major details, enlargements and sections.

3.7 Preliminary Layout Plan (CONSULTANT)

- Final location of skate plaza using horizontal coordinates, curve data and vertical elevations.
- Enlarged layout plan for the skate plaza using horizontal coordinates, curve data and vertical elevations.

3.8 Axon Plan (CONSULTANT)

- CONSULTANT shall prepare a 3-D rendering of the skate plaza for CITY.

3.9 Preliminary Grading and Drainage Plan & Coordination (CONSULTANT)

- Proposed spot grades at necessary points to convey intended elevations and direction of flow by CONSULTANT.
- Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by CITY hired civil engineer.

3.10 General Skate Plaza Lighting Guidelines (CONSULTANT)

- CONSULTANT shall provide general skate plaza lighting guidelines to CITY to aid in CITY's design of appropriate lighting layout for the skate plaza.

3.11 Sections/Profiles Plan (CONSULTANT)

- Vertical sections at appropriate scale conveying the overall skate plaza design intent.

3.12 Construction Details (CONSULTANT/Project Design Team)

- Provide sufficient construction detailing for the construction of all elements within this Project that falls under this Scope of Services within the Project limit of work lines.

3.13 Specifications (CONSULTANT/Project Design Team)

- Provide 60% specifications for all elements within this project that falls under this scope of work within the Project limit work lines.

3.14 Engineer's Estimate of Potential Construction Costs – (CONSULTANT/Project Design Team)

- Prepare cost estimate for the skate plaza within the Project's scope of work.

3.15 60% Client Review Submittal (CITY/CONSULTANT)

- Submit 60% plan set, specifications, and construction estimate for review by CITY.
- It shall be the responsibility of CITY to review all material and respond to site with any comments or questions in a timely manner.

3.16 Project Meeting #4 – DD Review (CONSULTANT/CITY) Phone Conference

- CITY review of 60% submittal.

3.17 Deliverables – Tasks 3.5+:

- One (1) 24" x 36" plan set.
- One (1) set 60% specifications.
- One (1) cost estimate.

D. Task 4.0 – Construction Documents

Objectives

- Upon review by CITY of the Design Development documents, CONSULTANT shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary to build the entire skate plaza.
- Construction documents shall include, but not be limited to, layout, grading and drainage, materials and other plans as necessary to facilitate the construction of the proposed project.

- CONSULTANT shall submit 90% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by CITY to present to CITY 100% final, professional sealed plans for bidding.

Project Meeting #5 – CD Review (CONSULTANT/CITY) Phone Conference

- Review approved Design Development drawings and Master Schedule.
- Deliverables: Full signed and sealed bid-ready improvement plans.

90% Construction Documents (CONSULTANT/Project Design Team)

- Site will finalize plans to facilitate construction of this skate plaza project. These 90% construction documents at a minimum shall include: Site Plan, Axon Plan, Materials Reference Plan, Layout Plan, Grading and Drainage Plan, Sections/Profiles Plan, Construction Details, and Quantities.
- Deliverables: Revised statement of probable costs.

Engineer's Estimate of Potential Construction Cost – (CONSULTANT/Project Design Team)

- Develop spreadsheet of all skate plaza improvement quantities and unit rates for probable construction cost.
- If necessary, CONSULTANT shall identify acceptable alternatives to align the probable construction cost with the available budget. The cost estimate shall be submitted with the 90% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- CONSULTANT shall submit a final cost estimate based on a current market value that falls within budget with the 100% final construction documents.
- Deliverables: Revised specifications.

90% Specifications (CONSULTANT/Project Design Team)

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate plaza construction.
- Deliverables: Final submittal from CONSULTANT to CITY's Project Managers shall include the following:
 - Original construction drawings.

- Original technical specifications and table of contents in either PDF or Word format; CITY to provide CONSULTANT with final submittal requirements.
- Should CITY request digital files of the work done for archiving purposes, CONSULTANT shall provide PDF files per CITY requirements. Electronic files are for CITY reference only. Construction shall be based on signed and sealed hard copy plans only.

100% Biddable Construction Document Submittal (CONSULTANT/Project Design Team)

- CONSULTANT shall finalize plans to facilitate construction of this skate plaza project. These final construction documents at a minimum shall include: Site Plan, Axon Plan, Materials Reference Plan, Layout Plan, Grading and Drainage Plan, Sections/Profiles Plan, Construction Details, and Quantities.
- Deliverables: Submittals will be printed on one (1) set of Bond. Final signed and sealed submittal will be printed on either Mylar or Vellum, per CITY request.

E. Project Assumptions

The following assumptions shall apply to the Scope of Services:

- CONSULTANT's created its proposal based upon the design of one 15,000 sq. ft. maximum size skate plaza.
- All written documents shall be generated using Microsoft Word, Version 2007.
- All spreadsheet documents shall be generated using Microsoft Excel, Version 2007.
- All project scheduling shall be generated using Microsoft Project 2007.
- CITY shall provide all existing digital files to CONSULTANT that accurately portray the boundaries of the selected site, existing grading, utilities, drainage, and site amenities (AutoCAD 2009 format).
- All drawings shall be reviewed and stamped by the necessary discipline retained by CITY. CONSULTANT has not retained a structural engineer, electrical engineer, geotechnical engineer, or any specialty consultants that may be required for the Project.
- CONSULTANT shall provide CITY with Adobe PDF files of technical specifications for all items covered under CONSULTANT's Scope of Services.
- Data collected and methods used shall at a minimum be as follows:

- Plan Processing Requirements – CITY shall outline to CONSULTANT and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. CITY shall provide CONSULTANT with any specific details, title blocks, specifications, and/or document formatting required by CITY. A Project Manager employed by CITY shall be provided to assist CONSULTANT and the design team in the submittal and approval process during the entire duration of the Project.
- Budgeting – CITY shall inform CONSULTANT of the proposed construction budget of this Project.
- Gather Existing Reports/Studies/Record Drawings – CITY shall provide CONSULTANT with all available information for water, sewer, electrical, and irrigation prior to the site visit. CITY shall provide CONSULTANT and design team any available “as-built” plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
- Coordination of Utilities – CITY shall provide CONSULTANT with addresses, phone numbers and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to CONSULTANT for each utility company involved in the Project site.
- Survey and Mapping – CITY shall provide CONSULTANT with current survey locating all above and below ground utilities, appurtenances, structures, and easements. The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – CITY shall provide CONSULTANT with a current overall base map displaying the site’s relief through contour and spot elevations. Should a current overall base map not exist, CONSULTANT can, upon CITY’s request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of CITY to provide CONSULTANT with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of CONSULTANT’s receipt of the Geotechnical report. The report shall be

completed and sealed by a Geotechnical Engineer registered in California. At a minimum the report is to include the following: vicinity map of the Project limits; plot plan/aerial showing location of borings; detailed description of the finding and recommendations; a detailed report of the laboratory tests performed; and an executive summary stating general findings and recommendations. Should a current geo-technical report not exist, upon CITY's request, CONSULTANT can interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the testing and preparation of the report.

EXHIBIT B**APPROVED FEE SCHEDULE**

Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in Exhibit A or work are not included in this Approved Fee Schedule.

A. Project Fees

Fees for the Services detailed in Exhibit “A” are outlined below. The fees are lump sum not-to-exceed amounts. Reimbursable expenses are included in the fees listed below.

Task	Skate Plaza Design Scope of Services	Fee Amount
1.0	Programming & Conceptual Design	\$3,500.00
2.0	Schematic Design	\$4,000.00
3.0	Design Development –Engineer’s Estimate (60%)	\$19,000.00
4.0	Construction Documents-Engineer’s Estimate (90-100%)	\$21,000.00
Reimbursable Expenses		<u>\$500.00</u>
Total Design Fees	<i>(Not to Exceed Amount)</i>	\$48,000.00

B. Additional Services Hourly Rates

Principal	\$120/hour
Project Landscape Architect	\$100/hour
Lead Designer	\$80/hour
Project Manager	\$80/hour
Production Manager	\$85/hour
Graphics/Web Designer	\$65/hour
CAD Operator II	\$65/hour
Administration	\$40/hour

C. Reimbursable Items

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, shall be reimbursed at CONSULTANT’s direct cost plus 15%. Auto travel shall be charged at 45 cents per mile. An allowance for reimbursable items is included within the Project Fees above.

D. Project Assumptions

The following assumptions shall apply to the Fee Schedule:

- Additional meetings, if required and approved, shall be billed at CONSULTANT's standard hourly rates.
- Additional plan sets, if required and approved, shall be billed at CONSULTANT's standard in-house, or out-of-house, duplication rates.

ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Al Hernández, City Administrator

DATE: March 5, 2012

SUBJECT: Request to Form an Ad Hoc Committee to Evaluate the Responses to the Request for Proposal for City Attorney Services

RECOMMENDATION:

It is recommended that the City Council appoint two representatives from the City Council to form an Ad Hoc Committee to evaluate the responses to the Request for Proposals (RFP) for City Attorney services.

BACKGROUND:

1. On October 17, 2011, City Council authorized the City Administrator to proceed with an RFP for City Attorney services for the City of San Fernando, the San Fernando Redevelopment Agency (Agency Counsel), the San Fernando Public Financing Authority (General Counsel), and the San Fernando Parking Authority (General Counsel) (Attachment "A").
2. On October 21, 2011, staff posted the RFP for City Attorney services on the City's website and distributed it to 42 law firms.
3. On November 14, 2011, staff conducted the bid opening (Attachment "B") and received a total of 10 responses to the RFP for City Attorney services.
4. On January 26, 2012, all proposals were reviewed by an in-house committee (comprised of the City Administrator, Public Works Director, Personnel Manager, and Senior Accountant) to ensure that the information requested in the RFP was complete and the respondents satisfied the minimum qualifications. During this review, five firms were disqualified for various reasons.
5. In February 2012, staff invited in-house City Attorneys from the surrounding area to assist with the Screening Committee process; Amy Albano, Burbank City Attorney, responded and agreed to assist.

Request to Form an Ad Hoc Committee to Evaluate the Responses to the Request for Proposal for City Attorney Services
Page 2

ANALYSIS:

Per the terms of the RFP (Section VIII – Proposal Evaluation and Bidder Selection), a Screening Committee comprised of the City Administrator, the Police Chief, two representatives of the City Council and a City Attorney from another city is expected to evaluate the firms.

The Screening Committee will recommend anywhere from three to five firms for interviews before the City Council. The entire City Council will participate in the final selection process. The City Attorney designee of the firm shall be the person interviewed by the entire City Council.

CONCLUSION:

In an effort to convey transparency, an Ad Hoc Committee is the logical solution to facilitate the terms of the RFP. Appointing two representatives of the City Council to an Ad Hoc Committee will ensure that the process proceeds in a timely manner.

BUDGET IMPACT:

None.

ATTACHMENTS:

- A. Request for Proposals for City Attorney Services
- B. Request for Proposals for City Attorney Services Bid Opening

ATTACHMENT "A"**REQUEST FOR PROPOSALS (RFP)****City Attorney Services****Issue Date: October 21, 2011****PROPOSALS DUE**

November 14, 2011, 5:00 p.m.

PROPOSAL SUBMITTAL**1** proposal original**5** proposal copies**DELIVERY ADDRESS**

City of San Fernando

c/o City Clerk's Office

117 Macneil St.

San Fernando, CA 91340

Attn: Elena G. Chávez, City Clerk

QUESTIONSAl Hernandez, City Administrator
(818) 898-1202**TABLE OF CONTENTS**

Introduction/Objective	pg. 2
Proposal Submission	pg. 3
Terms and Conditions	pg. 5
Contract Provisions	pg. 7
List of Attachments	pg. 8

INTRODUCTION

The Administration Department is accepting bids for a qualified Contractor to provide City Attorney services to the City of San Fernando.

I. Background

The City of San Fernando is a residential community surrounded entirely by the City of Los Angeles, in the County of Los Angeles. The City is approximately 2.5 square mile in size with a population of 24,450.

The City was incorporated in 1911 as a general law city. The City is governed by a five-member City Council and is administered by a City Administrator. The City Administrator supervises a full-time staff which provides a full array of municipal services.

The City Council of the City of San Fernando invites interested legal firms to submit written proposals to provide legal services for the City of San Fernando. Council is seeking a law firm who can provide an individual associated with the firm to be City Attorney for the City of San Fernando.

II. Objective

The City's primary objectives for the City Attorney are to provide:

- a. Routine legal advice, consultation and opinions to the City Council, Redevelopment Agency, and staff;
- b. Assistance in the preparation and review of ordinances, agreements, contracts and related documents;
- c. Attendance at all City Council and Redevelopment Agency meetings (regularly held on the first and third Monday of the month) and other meetings as deemed necessary;
- d. Monitor pending and current State/Federal legislation in case law as appropriate. (Note: criminal misdemeanor and traffic infractions are handled by the county agencies and are not required in this proposal.)
- e. Non-routine services requiring research and/or preparation.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

I. Evaluation Criteria

Proposals are solicited on the basis of the Specifications outlined in the Information Request (Attachment "A"). Please note: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the applicant (submission of a resume is optional).

II. Submission Requirements

All proposals should include appropriate references and a proposed contractual agreement, if appropriate.

III. Signature

All proposals must be signed by an authorized representative of the Contractor.

IV. Due Date

The bidder shall submit (3) complete copies of the bid in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "RFP: City Attorney Services Proposal". Proposals may be filled in person or by mail.

All proposals are due before 5 p.m., Monday, November 14, 2011 and should be directed to:

City of San Fernando
c/o City Clerk's Office
117 Macneil St.
San Fernando, CA 91340

Late proposals will not be accepted. Any correction or resubmission done by the bidder will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered.

V. Addenda

City may modify the proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period of October 21, 2011 to November 9, 2011. Written addendums to this RFP will be posted on the City's website: www.sfcity.org.

VI. Rejection

A proposal may be immediately rejected if:

- It contains misrepresentative or misleading information.
- It is received at any time after the exact date and time set for receipt of proposals.
- It does not meet the required specifications or terms and conditions as prescribed.
- It is not prepared in the format outlined in this RFP.
- It is signed by an individual not authorized to represent the bidder.
- Bidder is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.

VII. Withdraw of Proposal

A bidder may withdraw its proposal at any time before the due date for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective bidder.

VIII. Proposal Evaluation and Bidder Selection

All proposals will be submitted to an in-house committee comprised of City department heads for review regarding completeness of requested information and satisfying minimum qualifications. Qualifications and references of the top candidates based upon proposal responses will be verified.

A screening committee comprised of the City Administrator, the Police Chief, two representatives of the City Council and a city attorney from another city is expected to evaluate the firms. The screening committee will recommend anywhere from three to five firms for interviews before the City Council (no new material will be permitted at this time). The entire City Council will participate in the final selection process. The City Attorney designee of the firm shall be the person interviewed by the entire City Council

IX. Award of Contract

Following the selection, City Administrator will then negotiate the terms and conditions of a contract. Legal services to the City is anticipated to begin on or before January 9, 2012.

TERMS AND CONDITIONS

I. Certification

By submitting a proposal, bidder certifies that it has fully read and understands this RFP and has full knowledge of the nature of this project, including scope and quality of work to be performed. Bidder also certifies that its proposal was prepared without prior understanding, agreement or connection with any other bidder submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all bidders.

II. Reserving Rights

The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council.

If a proposal is selected, it will be the most advantageous regarding price, quality of service, the bidder's qualifications and other factors which the City may consider. The City does not intend to award a proposal fully on the basis of any response made to the proposal. The City reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected bidder, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

All inquiries regarding this Request for Proposal and current legal services of the City, including legal activities and past/current litigation, should be directed only to the City Administrator at the above address.

III. Assignment and Guarantee

No assignment by the bidder of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any bidder selected for contract negotiations.

IV. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the bidder in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the bidder.

V. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed before November 4, 2011, to Al Hernandez at ahernandez@sfcity.org. The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

VI. Discrimination

The bidder and all sub-consultants must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

VII. Indemnification

Bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

VIII. Gratuity Prohibition

Bidder shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

CONTRACT PROVISIONS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. See Attachment "B" sample contract for provisions. **Exceptions will not be granted.**

ATTACHMENTS

- A. Information Request
- B. Sample Contract

ATTACHMENT "A"**INFORMATION REQUEST**

1. Provide a chronology of the individual to be designated City Attorney as well as for any individual who may provide service back-up regarding most recent employment history beginning in 2000 (earlier if you prefer) and include:
 - a. Name of individual;
 - b. Name of firm/city/agency;
 - c. Length of employment; and
 - d. Specialization.
2. Describe individual to be designated City Attorney and back-up individual qualifications for providing city legal services; this should include:
 - a. Legal training and years of practice (including date of admittance to the California Bar);
 - b. Years of municipal or other local public sector law practice as a full time local government attorney and/or in a private law office specializing in local government;
 - c. Knowledge of, and experience with, California Municipal law;
 - d. Years and statement of other types of clientele represented;
 - e. Litigation experience and demonstration of a good court track record – site examples;
 - f. Intended office location and accessibility to the City;
 - g. List three professional and three personal references; and
 - h. Scholastic honors and professional affiliations.
3. If the Redevelopment Agency Counsel would be a different individual with your firm, respond to 1a–d and 2a–h as it pertains to redevelopment work.
4. Describe how the firm intends to provide the legal services for the City of San Fernando, either on a flat-rate monthly retainer (and said amount of retainer), or on a different basis. It is expected that the services provided under a retainer would include:

- a. Routine legal advice, consultation and opinions to the City Council and staff;
 - b. Assistance in the preparation and review of ordinances, agreements, contracts and related documents;
 - c. Attendance at all City Council meetings (regularly held on the first and third Monday of the month) and other meetings as deemed necessary;
 - d. Monitor pending and current State/Federal legislation in case law as appropriate.
(Note: criminal misdemeanor and traffic infractions are handled by the county agencies and are not required in this proposal.)
5. If hourly rate billing is preferred, state the hourly rates for the designated City Attorney and associates for general work, and for special services, such as litigation, if at a different rate.
 6. Define what would be considered to be extraordinary services to be provided over and beyond the normal services and the basis for compensation thereof (it is expected that such services would include non-routine services requiring extraordinary research and/or preparation which would be in excess of those covered by the retainer, if a retainer is the preferred method of compensation).
 7. Describe how you would structure the working relationship between the City Attorney and the City Council, City Administrator and other members of staff.
 8. Define the standard time frames for responses by the City Attorney to direction and/or inquiry from the City Council or City Administrator and other staff members.
 9. Indicate type and unit rate for reimbursement of expenses; for example, rate for mileage, reproduction of documents, computer or word processing charges.
 10. Indicate how you would provide for professional liability insurance, indemnity, renewal, amendment, extension and/or termination of contract.
 11. Describe your preference for method of payment and your procedure for billing of extra hours and expenses and any other accounting requirements.

Current Practices/Conflict of Interests

1. List all current or former clients residing in, having an interest in a business or owning an interest in property in the City of San Fernando, within the past three years.
2. List all public clients for which the firm currently provides services, or are under a retainer.

ATTACHMENT "B"

SAMPLE CONTRACT DO NOT SIGN
AGREEMENT FOR CITY ATTORNEY SERVICES

This Agreement is entered into this _____ by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY"), the REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO, a public body, corporate and politic, the SAN FERNANDO PUBLIC FINANCING AUTHORITY, and the SAN FERNANDO PARKING AUTHORITY (collectively, "CITY"), and _____ ("CONTRACTOR").

RECITALS

A. CITY wishes to employ _____ as City Attorney of the CITY OF SAN FERNANDO, as Agency Counsel to the REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO, as General Counsel to the SAN FERNANDO PUBLIC FINANCING AUTHORITY, and as General Counsel to the SAN FERNANDO PARKING AUTHORITY, on the terms set forth below.

NOW THEREFORE, THE PARTIES AGREE:

1. APPOINTMENT OF CITY ATTORNEY, AGENCY COUNSEL, AND COUNSEL TO PUBLIC FINANCING AUTHORITY AND PARKING AUTHORITY.

Pursuant to Government Code Section 36505, the City Council of the City of San Fernando appoints the law firm of _____ to serve as City Attorney. _____ also shall serve as Agency Counsel of the San Fernando Redevelopment Agency, and General Counsel of the San Fernando Parking Authority and the San Fernando Public Financing Authority. All Assistant City Attorneys of CITY shall be employed by _____ and shall serve on behalf of CITY.

_____ shall serve as City Attorney, Agency Counsel, and General Counsel (collectively, "City Attorney"). _____ shall supply the City Administrator and staff with a list of the attorneys in the firm who will be assigned to provide representation in specialized areas so that staff may directly contact the attorneys most capable of providing advice on specific matters.

2. GENERAL SERVICES.

The City Attorney shall perform such legal services as may be required from time to time by CITY and its officers, and shall be responsible for the preparation and review of all CITY ordinances and resolutions, together with agreements, deeds and other legal documents requested by CITY. The City Attorney shall attend all regular meetings of the City Council, and shall render legal advice and opinions to the City Council as requested on all matters affecting CITY. The City Attorney shall advise boards and commissions, and the personnel of CITY, as directed by the City Council or the City Administrator, and shall be available in City Hall, as scheduled by the City Administrator, for meetings and consultation. On an annual basis, the City

Attorney shall participate in the audit of CITY and any legal matters for which CITY is responsible.

3. SPECIAL SERVICES.

The City Attorney shall provide the Special Services listed in Paragraph 6, as directed by the City Council or City Administrator.

4. THIRD PARTY ADMINISTRATORS.

CITY utilizes third party administrators for workers compensation and liability cases through whom litigation is assigned at the direction of the City Administrator.

5. OFFICE HOURS IN CITY HALL.

_____ agrees to maintain office hours at City Hall on the afternoon of the day on which a City Council meeting is to occur. CITY agrees to provide office space and support staff as deemed necessary and appropriate by the parties.

6. COMPENSATION.

(a) RETAINER. CITY shall pay a monthly general services retainer of \$_____ in advance of the commencement of each calendar month. The retainer shall compensate _____ for the first 30 hours of work each month, for general services, including attendance at meetings and general advice, consultation and review of ordinances, resolutions and contracts.

(b) ADDITIONAL GENERAL SERVICES. CITY shall pay for additional general services in any month in excess of those provided under the retainer, including attendance at meetings or other activities, at the hourly rate of \$_____ per hour.

(c) SPECIAL SERVICES. CITY shall pay for Special Services as follows:

(i) Preparation of Special Ordinances and Contracts shall be paid at the hourly rate of \$_____. The determination of whether a particular ordinance or contract is a Special Ordinance or Contract shall be made jointly by the City Administrator and the City Attorney. Examples include ordinances regulating first amendment issues or contracts such as franchises.

(ii) Redevelopment and Real Estate legal services shall be paid at the hourly rate of \$_____;

(iii) Environmental legal services (hazardous waste, NPDES, solid waste, etc., exclusive of litigation or appearances before administrative agencies) shall be paid at the hourly rate of \$_____;

(iv) Bond counsel, disclosure counsel, issuer's counsel and similar services shall be paid at the current standard hourly rates of _____, not to exceed a cap which the City Administrator believes would be a standard fee for a similar sized transaction of equal complexity;

(v) Litigation and Administrative Hearing legal services shall be paid at the hourly rate of \$_____, except code enforcement matters, which shall be paid at the hourly rate of \$_____.

(d) NO ADDITIONAL CHARGES FOR SUPPORT STAFF. _____ shall not impose additional charges for secretaries, word processing, or other support staff.

(e) NO ADDITIONAL CHARGES FOR TRAVEL FROM OFFICE TO THE CITY. _____ shall not charge for travel from or to the offices of and CITY.

(f) REIMBURSEMENT FOR COSTS ADVANCED. In addition, CITY shall reimburse _____ for costs advanced in connection with the activities of the City Attorney. Such costs shall include printing and copying expenses, filing fees, court fees, costs for investigators or other experts, computer research, facsimile transmission, costs for service of process, extraordinary travel expenses, parking charges, messenger and express delivery, and similar costs relating to legal services that are generally chargeable to a client. No individual cost in excess of \$200.00 shall be incurred without the approval of the City Administrator or his designee.

(g) PAYMENT. Monthly, _____ shall submit a statement describing all services performed during the preceding calendar month, including those covered by the retainer, and a bill for its retainer for the following calendar month. All time for additional services which is billed on an hourly basis shall be in detail sufficient to describe the work performed and the charges therefore. CITY shall review the monthly statement and pay for services rendered, costs incurred, and the monthly retainer, within thirty (30) days of receipt of the statement.

7. TERMINATION OF AGREEMENT AND LEGAL SERVICES.

This Agreement and legal services to be rendered under it may be terminated at any time upon written notice from either party, with or without cause.

In the event of termination, _____ shall be paid for all work completely before termination, and upon payment, shall return to the City Administrator or other City Officer designated by the City Council, all files, documents and records belonging to CITY.

8. RENEWAL/PROPOSALS FOR CHANGES IN FEES.

This Agreement shall be for a term of one year, and shall be automatically renewed on the same terms and conditions unless renewed on different terms by mutual agreement of both parties each year on the anniversary date of its commencement. Commencing _____, and every year thereafter, the amount of the retainer set forth in

subparagraph (a) of Paragraph 6, and the hourly rates set forth in subparagraphs (a), (b), and (c) (i) through (c) (iii), inclusive, of Paragraph 6 shall automatically increase by the annual percentage increase in the salaries the CITY pays to its management employees. Any other modification to this Agreement involving the services to be provided, or the fee structures or compensation shall be in writing. No change in compensation shall be effective prior to _____.

9. LIBRARY.

CITY shall pay for the cost of books, literature, legal software, and other materials necessary to maintain an adequate reference library at City Hall as it deems appropriate in its own discretion. In addition, CITY shall pay for any hardware or software computer costs that it deems appropriate for computer communications between _____'s offices and City Hall.

10. PROFESSIONAL LIABILITY INSURANCE.

_____ warrants and represents that they are covered by a policy of professional liability insurance, insuring CITY as a client, in the amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.

11. INDEPENDENT CONTRACTOR AND HOLD HARMLESS.

It is agreed that _____ shall serve as an independent contractor and not as an employee of CITY, and shall hold harmless and indemnify it for any claims, losses, liens, demands and causes of action for negligent or tortuous conduct while serving as City Attorney. It is further agreed that CITY is not the exclusive client of _____ and such law firm shall have the right to serve as the attorneys for other clients not in conflict with the City of San Fernando. _____ warrants and represents that to the best of its knowledge there are presently no matters in which it is attorney of record which would require the execution of a conflict waiver from any of their clients.

12. FILES AND DOCUMENTS.

All files and records of CITY held by _____ in connection with representation of CITY shall be the responsibility of the firm to hold, maintain and return at the conclusion of the matter for which the records are used.

13. ANNUAL PERFORMANCE EVALUATION.

The City Administrator and the City Attorney shall establish a system to monitor and evaluate the performance, timeliness of services, compensation and other issues related to the terms of this agreement. Performance evaluations shall be conducted on a periodic basis at the discretion of the City Administrator.

14. AGREEMENT NOT ASSIGNABLE.

It is important to the CITY that its City Attorney be a law firm with experience in a variety of areas of municipal law and that the firm maintain continuity of representation with CITY. For these reasons, neither this Agreement nor any interest therein may be assigned or transferred by _____.

15. CONFORMANCE WITH RISK MANAGEMENT AUTHORITY GUIDELINES.

_____ agrees to comply with "Model Litigation Management Guidelines" prepared by the Independent Cities Risk Management Authority, which is CITY's pooled liability risk carrier.

16. TIME OF PERFORMANCE.

The services of the City Attorney shall be performed expeditiously in light of the purposes of this Agreement.

[SIGNATURES CONTINUED]

IN WITNESS WHEREOF, CITY and _____ have executed this agreement as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation:

**REDEVELOPMENT AGENCY OF THE
CITY OF SAN FERNANDO,**
A public body, corporate and politic:

By: _____
Mario F. Hernandez, Mayor

By: _____
Mario F. Hernandez, Chair

**SAN FERNANDO PUBLIC FINANCING
AUTHORITY**

SAN FERNANDO PARKING AUTHORITY

By: _____
Mario F. Hernandez, Chair

By: _____
Mario F. Hernandez, Chair


ATTEST:

Elena G. Chavez, City Clerk/Agency Secretary

A Professional Corporation

By: _____
Name, Title

ATTACHMENT "B"

<div>  <h2>REQUEST FOR PROPOSALS - CITY ATTORNEY SERVICES</h2> <p>SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340</p> <p>PROPOSALS DUE: NOVEMBER 14, 2011 – BY 5:00 P.M. WILL BE OPENED: NOVEMBER 14, 2011 – AT 5:01 P.M.</p> </div>					
No.	Company Name	Contact	Address	Date/ Time Received	# of Copies Provided
1	Jenkins & Hogin LLP	Christi Hogin	1230 Rosecrans Avenue, Ste. 110 Manhattan Beach, CA 90266	11/8/11 11:14 am	3
2	Burke, Williams & Sorensen LLP	John J. Welsh	2280 Market Street, Ste. 300 Riverside, CA 92501	11/14/11	6
3	Meyers Nave	James M. Casso	575 Market Street, Ste. 2600 San Francisco, CA 94105	11/14/11 10:10 am	6
4	Green, de Bortnowsky & Quintanilla LLP	Jennifer Mizrahi	23801 Calabasas Road, Ste. 1015 Calabasas, CA 91302	11/14/11 11:58 am	3
5	Richards, Watson & Gershon	Michael Estrada	355 South Grand Avenue, 40 th Floor Los Angeles, CA 90071	11/14/11 3:01 pm	6
6	Olivarez, Gallagher & Padilla PC	Rick R. Olivarez	1100 South Flower Street, Ste. 2100 Los Angeles, CA 90015	11/14/11 3:08 pm	3
7	Gutierrez, Fierro & Erickson	Jimmy L. Gutierrez	12616 Central Avenue Chino, CA 91710	11/14/11 3:15 pm	6
8	Leibold, McClendon & Mann	Barbara Leibold	23422 Mill Creek Drive, Ste. 105 Laguna Hills, CA 92653	11/14/11 4:11 pm	6
9	Best, Best & Krieger	Marco A. Martinez	5 Park Plaza, Ste. 1500 Irvine, CA 92614	11/14/11 4:15 pm	6
10	Aleshire & Wynder LLP	June S. Allin	1515 W. 190 th Street, Ste. 565 Gardena, Ca 90248	11/14/11 4:36 pm	3

ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Al Hernández, City Administrator

DATE: March 5, 2012

SUBJECT: Request to Form an Ad Hoc Committee to Evaluate the Responses to the Request for Proposal for Labor and Employment Legal Services

RECOMMENDATION:

It is recommended that the City Council appoint two representatives from the City Council to form an Ad Hoc Committee to evaluate the responses to the Request for Proposals (RFP) for Labor and Employment Legal Services.

BACKGROUND:

1. On November 7, 2011, City Council authorized the City Administrator to proceed with an RFP for Labor and Employment Legal Services for the City of San Fernando (Attachment "A").
2. On November 28, 2011, staff posted the RFP for Labor and Employment Legal Services on the City's website and distributed it to 12 law firms.
3. On January 9, 2012, staff conducted the bid opening (Attachment "B") and received a total of 12 responses to the RFP for Labor and Employment Legal Services.
4. In March 2012, all proposals will be reviewed by an in-house committee (comprised of the City Administrator, Personnel Manager, and City Planner) to ensure that the information requested in the RFP was complete and the respondents satisfied the minimum qualifications.

ANALYSIS:

Per the terms of the RFP (Section VIII – Proposal Evaluation and Bidder Selection), a Screening Committee comprised of the City Administrator, the Police Chief, two representatives of the City Council and a labor and employment counsel from another city is expected to evaluate the firms. The Screening Committee will recommend anywhere from three to five firms for interviews

Request to Form an Ad Hoc Committee to Evaluate the Responses to the Request for Proposal for Labor and Employment Legal Services

Page 2

before the City Council. The entire City Council will participate in the final selection process. The Counsel designee of the firm shall be the person interviewed by the entire City Council.

CONCLUSION:

In an effort to convey transparency, an Ad Hoc Committee is the logical solution to facilitate the terms of the RFP. Appointing two representatives of the City Council to an Ad Hoc Committee will ensure that the process proceeds in a timely manner.

BUDGET IMPACT:

None.

ATTACHMENTS:

- A. Request for Proposals for Labor and Employment Legal Services
- B. Request for Proposals for Labor and Employment Legal Services Bid Opening

ATTACHMENT “A”**REQUEST FOR PROPOSALS (RFP)****Labor and Employment Legal Services****Issue Date: November 28, 2011****PROPOSALS DUE**

January 9, 2012, 5:00 p.m.

PROPOSAL SUBMITTAL**1** proposal original**5** proposal copies**DELIVERY ADDRESS**

City of San Fernando

c/o City Clerk's Office

117 Macneil St.

San Fernando, CA 91340

Attn: Elena G. Chávez, City Clerk

QUESTIONS

Al Hernandez, City Administrator

(818) 898-1202

TABLE OF CONTENTS

Introduction/Objective	pg. 2
Proposal Submission	pg. 4
Terms and Conditions	pg. 7
Contract Provisions	pg. 9
List of Attachments	pg. 10

INTRODUCTION

The Administration Department is accepting bids for a qualified Contractor to provide labor and employment legal services to the City of San Fernando.

I. Background

The City of San Fernando is a residential community surrounded entirely by the City of Los Angeles, in the County of Los Angeles. The City is approximately 2.5 square mile in size with a population of 24,450.

The City was incorporated in 1911 as a general law city. The City is governed by a five-member City Council and is administered by a City Administrator. The City Administrator supervises a full-time staff which provides a full array of municipal services.

The City Council of the City of San Fernando invites interested legal firms to submit written proposals from a qualified licensed firm or attorney to provide labor and employment legal counsel. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP and any other specifications as may be necessary.

II. Objective

The City's primary objectives for the labor and employment legal services counsel are to provide:

- a. Labor and employment counsel from March 2012 through June 30, 2013. Contracts will be reviewed for renewal automatically annually with City Council approval, based upon service provider performance and funding availability;
- b. Representation and to advise the City Council, City Administrator, and Management Team regarding labor and employment legal issues. The requested services include the review and revision of labor and employment related policies and procedures as requested, provide training and education to appropriate stakeholders regarding employment law changes and best practices, review of business documents related to labor and employment as requested, and provide other related services as needed;
- c. Representation before state and federal courts and regulatory agencies in routine audits, disputes and litigation in the area of labor and employment law;
- d. Responsiveness, a crucial component of services provided to the City. The counsel shall be available to provide an initial response to any question, inquiry, or communication from the City within 24 hours after the initial contact by the City. This

Labor and Employment Legal Services
pg. 3 of 20

response time is designed to provide the City with the ability to deal with urgent legal matters that may arise in the normal course of business;

- e. Legal advice and document review regarding proactive measures by the City;
- f. Leadership, staff and/or training and education: five, eight-hour sessions minimum per year; and
- g. Labor negotiations advise/representation when dealing with unions, including (but not limited to) police union, civilian unions, and/or any other employee union group.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

I. Evaluation Criteria

Proposals are solicited on the basis of the Specifications outlined in the Information Request (Attachment "A"). Please note: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the applicant (submission of a resume is optional).

II. Submission Requirements

All proposals should include appropriate references and a proposed contractual agreement, if appropriate.

III. Signature

All proposals must be signed by an authorized representative of the Contractor.

IV. Due Date

The bidder shall submit (6) complete copies of the bid in a sealed envelope (five copies and one containing original signatures), plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "RFP: Labor and Employment Legal Services Proposal". Proposals may be filled in person or by mail.

All proposals are due before 5 p.m., Monday, January 9, 2012 and should be directed to:

City of San Fernando
c/o City Clerk's Office
117 Macneil St.
San Fernando, CA 91340

Late proposals will not be accepted. Any correction or resubmission done by the bidder will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered.

Labor and Employment Legal Services
pg. 5 of 20

Funding award decisions will be made at the City Council meeting held on February 21, 2012. Successful bidders will commence services on or after March 1, 2012.

Administrative staff will be available to answer written technical questions if submitted in writing by January 3, 2012. All questions should be submitted via email to ahernandez@sfcity.org.

V. Addenda

City may modify the proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period of November 28, 2011 to January 3, 2012. Written addendums to this RFP will be posted on the City's website: www.sfcity.org.

VI. Rejection

The City reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to the City at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and are subject to return without review; however, the City reserves the right to waive informalities and minor irregularities in proposals received.

A proposal may be immediately rejected if:

- It contains misrepresentative or misleading information.
- It is received at any time after the exact date and time set for receipt of proposals.
- It does not meet the required specifications or terms and conditions as prescribed.
- It is not prepared in the format outlined in this RFP.
- It is signed by an individual not authorized to represent the bidder.
- Bidder is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.

VII. Withdraw of Proposal

A bidder may withdraw its proposal at any time before the due date for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective bidder.

Labor and Employment Legal Services
pg. 6 of 20

VIII. Proposal Evaluation and Bidder Selection

All proposals will be submitted to an in-house committee comprised of City department heads for review regarding completeness of requested information and satisfying minimum qualifications. Qualifications and references of the top candidates based upon proposal responses will be verified.

A screening committee comprised of the City Administrator, the Police Chief, two representatives of the City Council and labor and employment counsel from another city is expected to evaluate the firms. The screening committee will recommend anywhere from three to five firms for interviews before the City Council (no new material will be permitted at this time). The entire City Council will participate in the final selection process. The counsel designee of the firm shall be the person interviewed by the entire City Council

IX. Award of Contract

Following the selection, City Administrator will then negotiate the terms and conditions of a contract. Legal services to the City is anticipated to begin on or before March 1, 2012.

TERMS AND CONDITIONS

I. Certification

By submitting a proposal, bidder certifies that it has fully read and understands this RFP and has full knowledge of the nature of this project, including scope and quality of work to be performed. Bidder also certifies that its proposal was prepared without prior understanding, agreement or connection with any other bidder submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all bidders.

II. Reserving Rights

The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council.

If a proposal is selected, it will be the most advantageous regarding price, quality of service, the bidder's qualifications and other factors which the City may consider. The City does not intend to award a proposal fully on the basis of any response made to the proposal. The City reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected bidder, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

All inquiries regarding this RFP and current legal services of the City, including legal activities and past/current litigation, should be directed only to the City Administrator at the above address.

III. Assignment and Guarantee

No assignment by the bidder of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any bidder selected for contract negotiations.

Labor and Employment Legal Services

pg. 8 of 20

IV. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the bidder in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the bidder.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the licensed firm or attorney of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the institution selected.

V. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed before January 3, 2012, to Al Hernandez at ahernandez@sfcity.org. The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

VI. Discrimination

The bidder and all sub-consultants must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

VII. Indemnification

Bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

VIII. Gratuity Prohibition

Bidder shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

CONTRACT PROVISIONS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. See Attachment "B" sample contract for provisions. **Exceptions will not be granted.**

ATTACHMENTS

- A. Information Request
- B. Sample Contract

ATTACHMENT "A"**INFORMATION REQUEST**

1. The City of San Fernando seeks legal representation with five years experience serving as counsel specifically in the area of labor and employment law. To be considered, counsel shall provide a statement of qualifications to include depth of experience in the following areas:
 - a. Employee relations;
 - b. Employment discrimination;
 - c. Wage and hour;
 - d. Unemployment compensation
 - e. Workplace safety
 - f. Worker's compensation;
 - g. Benefits;
 - h. Retirement plans; and
 - i. All associated labor and employment regulations, state and federal laws.
2. Proposer should include the following in its response to this RFP:
 - a. Curriculum Vitae of the attorney(s) assigned to the City of San Fernando;
 - b. A list of clients to serve as references;
 - c. A statement of qualifications;
 - d. A retainer quote for proactive services delivered annually; and
 - e. An hourly rate for counsel provided during audits, employment disputes and litigation.

3. Define the standard time frames for responses by counsel to direction and/or inquiry from the City Council or City Administrator and other staff members.
4. Indicate type and unit rate for reimbursement of expenses; for example, rate for mileage, reproduction of documents, computer or word processing charges.
5. Indicate how you would provide for professional liability insurance, indemnity, renewal, amendment, extension and/or termination of contract.
6. Describe your preference for method of payment and your procedure for billing of extra hours and expenses and any other accounting requirements.

Special Services

1. Indicate how you would provide for training covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations.

Current Practices/Conflict of Interests

1. List all current or former clients residing in, having an interest in a business or owning an interest in property in the City of San Fernando, within the past three years.
2. List all public clients for which the firm currently provides services, or are under a retainer.

ATTACHMENT "B"

SAMPLE CONTRACT DO NOT SIGN
AGREEMENT FOR LABOR AND EMPLOYMENT LEGAL SERVICES

This Agreement is entered into this _____ by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and _____, A PROFESSIONAL Corporation ("Attorney").

RECITALS

A. CITY wishes to employ _____ as labor and employment legal services counsel for the CITY OF SAN FERNANDO, on the terms set forth below.

NOW THEREFORE, THE PARTIES AGREE:

1. CONDITIONS.

This agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. ATTORNEY'S SERVICES.

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and City proceedings, as requested by City or otherwise required by law.

3. FEES, COSTS, EXPENSES.

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from _____ to _____ Dollars for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at _____ Cents per page and facsimile charges at _____ Cents per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. ARBITRATION OF PROFESSIONAL LIABILITY OR OTHER CLAIMS.

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. FILE RETENTION.

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven year period, City may request deliver of the file.

6. ASSIGNMENT.

This Agreement is not assignable without the written consent of City.

7. INDEPENDENT CONTRACTOR.

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. AUTHORITY.

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. TERM.

This Agreement is effective _____, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty days written notice.

IN WITNESS WHEREOF, CITY and _____ have executed this agreement as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation:

_____,
A public body, corporate and politic:

By: _____
Mario F. Hernández, Mayor

By: _____
Name, Title

ATTEST:

Elena G. Chávez, City Clerk

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$ _____ - _____
Of Counsel	\$ _____ - _____
Associates	\$ _____ - _____
Labor Relations Professional	\$ _____ - _____
Paraprofessionals	\$ _____ - _____

II. COST SCHEDULE

1. Photocopies \$ _____ per copy
2. Facsimile Transmittal \$ _____ per page

SAMPLE CONTRACT DO NOT SIGN**AGREEMENT FOR LABOR AND EMPLOYMENT LEGAL SERVICES – SPECIAL SERVICES**

This Agreement is entered into this _____ by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and _____, A PROFESSIONAL Corporation ("Attorney").

RECITALS

A. City has the need to secure expert training and consulting services to assist City in its relations and negotiations with its employee organizations; and

B. City has determined that no less than 25 public agencies in the San Gabriel Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

C. Attorney is specially experienced and qualified to perform the special services desired by the City and is willing to perform such services.

NOW THEREFORE, THE CITY AND ATTORNEY AGREE AS FOLLOWS:**1. ATTORNEY'S SERVICES.**

During the year beginning _____, Attorney will provide the following services to City (and the other aforesaid public agencies):

- a. Five days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by City and other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contacted workshops. This agreement warrants there will be no future use of _____ material in other trainings or formats without the expressed written permission of _____. Any such use will constitute a violation of this agreement and copyright provisions.

- b. Availability of Attorney for City to consult by telephone.

c. Providing of a monthly newsletter covering employment relations developments.

2. FEE.

Attorney will provide these special services to City for a fee of _____ Dollars, payable in one payment prior to _____. The fee, if paid after _____ will be _____.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

3. ADDITIONAL SERVICES.

Attorney shall, as and when requested by City, make itself available to City to provide representational, litigation, and other employment relations services. The City will be billed for the actual time such representation services are rendered, including reasonable travel tie, plus any necessary costs and expenses authorized by the City.

The range of hourly rates for Attorney time is from _____ Dollars per hour for attorney staff and from _____ Dollars to _____ Dollars per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenths (.30) of an hour.

4. INDEPENDENT CONTRACTOR.

It is understood and agreed that attorney is and shall remain an independent contractor under this agreement.

5. TERM.

The term of this Agreement is 12 months commencing _____. The term may be extended for additional periods of time by written consent of the parties.

6. CONDITION PRECEDENT.

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than 25 local agency employers entering into a substantially identical Agreement with Attorney on or about _____.

IN WITNESS WHEREOF, CITY and _____ have executed this agreement as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation:

_____,
A public body, corporate and politic:


By: _____
Mario F. Hernández, Mayor

By: _____
Name, Title

ATTEST:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

<div>  <h2>REQUEST FOR PROPOSALS - LABOR & EMPLOYMENT LEGAL SERVICES</h2> <p>SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340</p> <p>PROPOSALS DUE: JANUARY 9, 2012 – BY 5:00 P.M. WILL BE OPENED: JANUARY 9, 2012 – AT 5:01 P.M.</p> </div>					
No.	Company Name	Contact	Address	Date/ Time Received	# of Copies Provided
1	Best Best & Krieger, LLP	Roger K. Crawford	3500 Porche Way, Suite 200 Ontario, CA 91764	1/6/12	6
2	Burke, Williams & Sorensen, LLP	Daphne M. Anneet	444 South Flower Street, Suite 2400 Los Angeles, CA 90071	1/6/12	6
3	Atkinson, Andelson, Loya, Ruud & Romo A Professional Corporation	Irma Rodriguez Moisa Vice President	12800 Center Court Drive, Suite 300 Cerritos, CA 90703	1/9/12 12:15 pm	6
4	Liebert Cassidy Whitmore	J. Scott Tiedemann Managing Partner	6033 West Century Boulevard, 5 th Floor Los Angeles, CA 90045	1/9/12 12:15 pm	6
5	Law Office of Brenda L. Diederichs	Brenda L. Diederichs	12188 Central Avenue, Suite 164 Chino, CA 91710	1/9/12 1:53 pm	6
6	Gutierrez, Preciado & House, LLP	Calvin House	3020 E. Colorado Boulevard Pasadena, CA 91107	1/9/12 2:17 pm	6
7	Leal • Trejo Attorneys At Law, A Professional Corporation	H Francisco Leal Managing Partner	707 Wilshire Boulevard, Suite 3700 Los Angeles, CA 90017	1/9/12 2:25 pm	6
8	Meyers Nave, A Professional Law Corporation	Edward L. Kreisberg Principal	633 West Fifth Street, Suite 1700 Los Angeles, CA 90071	1/9/12 2:30 pm	6
9	Stone Busailah, A Partnership of Professional Law Corporation	Muna Busailah Partner	200 East Del Mar Boulevard, Suite 350 Pasadena, CA 91105	1/9/12 3:03 pm	6



REQUEST FOR PROPOSALS - LABOR & EMPLOYMENT LEGAL SERVICES

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSALS DUE: JANUARY 9, 2012 – BY 5:00 P.M.
WILL BE OPENED: JANUARY 9, 2012 – AT 5:01 P.M.

No.	Company Name	Contact	Address	Date/ Time Received	# of Copies Provided
10	Lewis Brisbois Bisgaard & Smith, LLP	Robert F. Lewis	221 North Figueroa Street, Suite 1200 Los Angeles, CA 9012	1/9/12 3:55 pm	6
11	Sinnott, Puebla, Campagne & Curet, A Professional Law Corporation	Randolph P. Sinnott	550 S. Hope Street, Suite 2350 Los Angeles, CA 90071	1/9/12 4:01 pm	6
12	Olivarez • Gallagher • Padilla Attorneys at Law A Professional Corporation	Rick R. Olivarez CEO, President	1100 S. Flower Street, Suite 2100 Los Angeles, CA 90015	1/9/12	6