



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

SAN FERNANDO CITY COUNCIL

AGENDA

JUNE 4, 2012 – 6:00 PM

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Brenda Esqueda

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

- 1) **APPROVAL OF WARRANT REGISTER NO. 12-061**
- 2) **ADOPTION OF ORDINANCE NO. 1615 – ADOPTION OF THE 2010 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODES WITH LOCAL CITY OF LOS ANGELES AMENDMENTS AND ADOPTION OF THE CITY OF LOS ANGELES ELEVATOR CODE**

Recommend that the City Council adopt Ordinance No. 1615 (second reading), titled: "An Ordinance of the City of San Fernando Amending Article VII of Chapter 18 of the San Fernando City Code, Adopting by Reference (1) Division II of Chapter 1 of the 2010

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edition of the California Building Code, which is codified in part 2 of title 24 of the California Code of Regulations, (2) the City of Los Angeles Building Code, as in Effect on August 8, 2011, (3) the City of Los Angeles Electrical Code, as in Effect on March 22, 2011, (4) the City of Los Angeles Mechanical Code, as in Effect May 2, 2011, (5) the City of Los Angeles Plumbing Code, as in Effect July 6, 2011, (6) the City of Los Angeles Residential Code, as in Effect July 6, 2011, (7) the City of Los Angeles Green Building Code, as in Effect January 1, 2011, and (8) the City of Los Angeles Elevator Code, as in effect December 10, 2007, which are Codified in Articles 1, 1.5, 2, 3, 4, 5 and 9 of Chapter IX of the City of Los Angeles Municipal Code, Including Appendices, Amendments, Additions and Deletions Thereto, and Amending the San Fernando City Code”.

3) ADOPTION OF ORDINANCE NO. 1616 – APPROVING PRIMA FACIE SPEED LIMITS

Recommend that the City Council adopt Ordinance No. 1616 (second reading), titled: “An Ordinance of the City of San Fernando Amending Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits”.

4) ADOPTION OF ORDINANCE NO. 1617 – ESTABLISHING RULES AND DECORUM FOR MEETINGS

Recommend that the City Council adopt Ordinance No. 1617 (second reading), titled: “An Ordinance of the City Council of the City of San Fernando, California Amending the San Fernando Municipal Code by Adding a New Division 3 – Rules of Decorum for Meetings to Chapter 2 and Amending Section 1-10 (General Penalty; Infraction)”.

5) REQUEST FOR AN EXTENSION OF THE TERM OF CALIFORNIA HOUSING FINANCE AGENCY LOAN AGREEMENT

Recommend that the City Council direct the City Administrator to request an extension of the term of California Housing Finance Agency loan agreement.

NEW BUSINESS

6) PACOIMA WASH (INCLUDING FUNDING SOURCE)

Recommend that the City Council receive and file this report.

7) CONCESSION STANDS AND LOCAL LITTLE LEAGUES UPDATE

Recommend that the City Council receive and file this update on the City’s Park Concession Stands and Local Little Leagues.



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8) AWARD OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES

Recommend that the City Council:

- a. Award a three-year Contract Agreement, with an option to renew for an additional two years, to Teaman, Ramirez & Smith, Inc. in the amount of \$135,300 to provide professional auditing services; and
- b. Direct the City Administrator to negotiate an Agreement with Teaman, Ramirez & Smith, Inc. to provide professional auditing services and report back with the final Agreement at a future meeting for City Council review and approval.

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

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: May 31, 2012 (12:00 p.m.)

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



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San Fernando City Council

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator/Deputy Finance Director

DATE: June 4, 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. 12-061****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 12-061****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of June, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

05/29/2012

3:06:52PM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98272	6/4/2012	100101 VERIZON WIRELESS-LA	460851202		PD CELL PHONES	
					01-222-0000-4220	136.66
					10-220-3641-4220	32.27
			561407019		CITY YARD CELL PHONE & USB MODEI	
					70-384-0000-4220	65.62
					01-390-0000-4220	4.55
					01-320-0000-4220	4.55
					72-360-0000-4220	0.36
					Total :	244.01
98273	6/4/2012	100222 ARROYO BUILDING MATERIALS, INC	90044		RAISE MANHOLE LID & RING @ 2028 K	
					72-360-0301-4300	19.41
					Total :	19.41
98274	6/4/2012	100405 BONANZA CONCRETE, INC.	37575		SIDEWALK REPAIR @ 1010 HOLLISTER	
					15-310-0866-4600	1,000.50
					Total :	1,000.50
98275	6/4/2012	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 906008			LIVESCAN FINGERPRINTING - APRIL 20	
					01-222-3721-4260	3,562.00
					Total :	3,562.00
98276	6/4/2012	100540 STATE CONTROLLER'S OFFICE	22262		ANNUAL STREET REPORT - FY10/11	
					11-311-0000-4270	1,038.84
					Total :	1,038.84
98277	6/4/2012	100713 CITY OF GLENDALE	GLN0000005000		ANNUAL ISIS PARTICIPATION RADIO	
					01-222-0000-4260	500.00
					Total :	500.00
98278	6/4/2012	100735 COASTAL AIR	14018		A/C SERVICE @ LP PARK - ADJUSTED	
					01-390-0460-4330	165.00
					Total :	165.00
98279	6/4/2012	100805 COOPER HARDWARE INC.	84513		DUCT TAPE & LATEX GLOVES	
					13-311-0000-4300	32.59

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98279	6/4/2012	100805 COOPER HARDWARE INC.	(Continued)			
			84628		MOUSE TRAPS	
					01-390-0460-4300	20.94
					01-390-0410-4300	20.94
			84632		BLADES, SAWZALL FOR WATER #4	
					70-383-0301-4300	38.05
			84697		MISC SUPPLIES	
					70-383-0301-4300	9.34
			84796		MISC SUPPLIES	
					70-383-0301-4300	11.67
					Total :	133.53
98280	6/4/2012	100886 DAILY NEWS	0010148559		PUBLICATION OF NOI FOR LOPEZ ADC	
					01-150-0000-4230	1,029.40
					Total :	1,029.40
98281	6/4/2012	100961 WHITE NELSON DIEHL EVANS LLP	122873		ADDT'L CHARGES FOR EXTRA TIME IN	
					01-130-0000-4270	3,500.00
			125418		PROFESSIONAL SERVICES FOR AGRE	
					01-430-0000-4260	4,350.00
					Total :	7,850.00
98282	6/4/2012	101031 E.G. BRENNAN & CO., LLC	41425		CHECK REGISTER BOOKS	
					01-190-0000-4300	69.38
					Total :	69.38
98283	6/4/2012	101089 ESCOBAR, MARCO	050912 - 1		L P SENIOR PETTY CASH REIMB.	
					04-2380	102.67
			050912-2		L P SENIOR PETTY CASH REIMB.	
					04-2380	71.02
			050912-3		L P SENIOR PETTY CASH REIMB.	
					04-2380	90.46
					Total :	264.15
98284	6/4/2012	101140 FAR WEST CHARTERS	YOSEMITE		BAL FOR CHANGES TO YOSEMITE TRII	
					04-2380	1,194.00
					Total :	1,194.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98285	6/4/2012	101147 FEDEX	7-878-13713		POSTAGE 01-190-0000-4280	17.61
Total :						17.61
98286	6/4/2012	101173 WRIGHT EXPRESS FSC	29327154		FUEL FOR FLEET 01-320-0152-4402 01-320-0221-4402 01-320-0222-4402 01-320-0224-4402 01-320-0225-4402 01-320-0226-4402 01-320-0228-4402 01-320-0311-4402 01-320-0312-4402 01-320-0320-4402 01-320-0346-4402 01-320-0370-4402 01-320-0371-4402 01-320-0390-4402 07-313-3630-4402 07-440-0442-4402 27-344-0000-4402 29-335-0000-4402 70-381-0000-4402 70-382-0000-4402 70-383-0000-4402 70-384-0000-4402 72-360-0000-4402 73-350-0000-4402	341.03 505.37 583.57 1,236.57 7,104.26 2.00 794.60 947.33 35.61 91.39 25.85 757.63 209.15 1,606.08 1,386.85 114.98 114.89 186.53 33.78 251.70 1,011.83 279.81 327.88 2.00
Total :						17,950.69
98287	6/4/2012	101302 VERIZON	818181111		MUSIC CHANNEL 01-190-0000-4220	44.79
			818181126		RADIO REPEATER 01-222-0000-4220	43.60
			818181136		RADIO REPEATER 01-222-0000-4220	43.60

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98287	6/4/2012	101302 VERIZON	(Continued) 8181973210		PD MAJOR PHONE LINES 01-222-0000-4220	2,596.31
			8181973211		PHONE BILL 01-190-0000-4220	2,146.04
			8181990351		PAC 50 TO SHERRIFFS 01-222-0000-4220	500.37
			8183610901		SEWER FLOW MONITOR 72-360-0000-4220	36.70
			8183613958		CNG STATION 01-320-3661-4220	35.57
			8188315002		PD SPECIAL PROBLEMS 01-222-0000-4220	29.84
			8188381841		ENGINEERING FAX MODEM 01-310-0000-4220	21.27
			8188981293		CITY YARD MAJOR PHONE LINES 70-384-0000-4220	667.71
Total :						6,165.80
98288	6/4/2012	101344 GOLDEN BELL PRODUCTS, INC.	14029	10931	SEWER MANHOLE COCKROACH INFESTATION 72-360-0000-4260	14,934.00
Total :						14,934.00
98289	6/4/2012	101376 GRAINGER, INC.	9817075626		SHOWER PARTS 01-430-0000-4300	822.04
Total :						822.04
98290	6/4/2012	101599 IMAGE 2000 CORPORATION	VN259480		BALANCE DUE ON CONTRACT PERIOD 01-190-0000-4320	2.82
			VN265554		TONER 01-422-0000-4300	154.81
			VN266168		TOSH 450 AND 4511 USAGE 01-420-0000-4260	464.70
			VN266170		TOSHIBA 5500C OVERAGE USAGE - 03 10-420-1371-4260	180.21
			VN266171		TOSHIBA 720 CONTRACT BASE CHARGE 01-190-0000-4320	329.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98290	6/4/2012	101599 IMAGE 2000 CORPORATION	(Continued) VN266172		TOSHIBA 3510 USAGE 05/03/12 - 06/02/ 01-190-0000-4320	736.59
					Total :	1,868.95
98291	6/4/2012	101612 INDUSTRIAL CHEM LABS & SVCS	107121		WEED KILLER 01-390-0470-4300	171.86
					Total :	171.86
98292	6/4/2012	101649 INTER VALLEY POOL SUPPLY, INC	40874		POOL CHEMICALS 01-430-0000-4300	1,301.74
					Total :	1,301.74
98293	6/4/2012	101666 DE LAGE LANDEN FINANCIAL SERVS	13690974		SHARP COPIERS USAGE 05/01/12-05/3 01-222-0000-4260	1,267.48
					Total :	1,267.48
98294	6/4/2012	101768 KIMBALL-MIDWEST	2417737		SPRAY 27-344-0301-4300	59.54
					Total :	59.54
98295	6/4/2012	101917 LIN CONSULTING, INC.	10839	10920	ELECTRICAL SVC UPGRADE ENGINEE 70-384-0857-4270	1,550.00
					Total :	1,550.00
98296	6/4/2012	101957 CITY OF LOS ANGELES	SF120000008		FIRE/AMBULANCE SERVICES FOR FEE 01-500-0000-4260	263,279.91
					Total :	263,279.91
98297	6/4/2012	101974 LOS ANGELES COUNTY	APRIL 2012		DEPT OF ANIMAL CARE & CONTROL FI 01-152-0000-4260	3,145.30
					Total :	3,145.30
98298	6/4/2012	102007 L.A. COUNTY SHERIFFS DEPT.	123996AS		BOOKING FEES - 01/01/12 TO 03/31/12 01-222-0000-4260	448.29
					Total :	448.29
98299	6/4/2012	102045 LLAMAS, MARCOS	REIMB		D2 CERT EXAM REIMBURSEMENT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98299	6/4/2012	102045 LLAMAS, MARCOS	(Continued)		70-384-0000-4360	65.00
					Total :	65.00
98300	6/4/2012	102148 METROPOLITAN WATER DISTRICT	7341		CAPACITY CHARGE 70-384-0000-4450	2,528.33
					Total :	2,528.33
98301	6/4/2012	102226 MISSION LINEN & UNIFORM	340647939		LAUNDRY 01-225-0000-4350	114.99
			340648584		LAUNDRY 01-225-0000-4350	171.40
			340649522		LAUNDRY 01-225-0000-4350	107.77
			340650178		LAUNDRY 01-225-0000-4350	164.67
					Total :	558.83
98302	6/4/2012	102306 MWH LABORATORIES	L0084799		WATER ANALYSIS 70-384-0000-4260	139.60
			L0085114		WATER ANALYSIS 70-384-0000-4260	189.60
			L0085453		WAYER ANALYSIS 70-384-0000-4260	164.00
			L0085464		WAYER ANALYSIS 70-384-0000-4260	139.60
			L0085465		WATER ANALYSIS 70-384-0000-4260	139.60
			L0085638		WAYER ANALYSIS 70-384-0000-4260	75.00
			L0085645		WAYER ANALYSIS 70-384-0000-4260	164.00
			L0086017		WAYER ANALYSIS 70-384-0000-4260	139.60
			L0086020		WAYER ANALYSIS 70-384-0000-4260	139.60
			L0086394		WAYER ANALYSIS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98302	6/4/2012	102306 MWH LABORATORIES	(Continued)		70-384-0000-4260	164.00
					Total :	1,454.60
98303	6/4/2012	102395 NORMAN A. TRAUB ASSOCIATES	12012		LEGAL SERVICES 01-110-3376-4270	2,695.26
					Total :	2,695.26
98304	6/4/2012	102432 OFFICE DEPOT	606964408001		TAPE LETTERING 01-320-0000-4300 01-390-0000-4300	100.00 93.65
					Total :	193.65
98305	6/4/2012	102530 AT & T	818-270-2203		1SDN LINE/LASN NETWORK 01-222-0000-4220	266.75
					Total :	266.75
98306	6/4/2012	102779 RAMIREZ, THOMAS	MAY 2012		KARATE INSTRUCTOR 17-420-1326-4260	695.20
					Total :	695.20
98307	6/4/2012	102929 ROYAL PAPER CORPORATION	4297694		DISPENSER FOR RESTROOM @ 501 FI 01-390-0450-4300	30.66
					Total :	30.66
98308	6/4/2012	102930 ROYAL WHOLESALE ELECTRIC	8901-665898		ELECTRICAL CODE BOOKS NEC 01-371-0000-4360	130.50
					Total :	130.50
98309	6/4/2012	103010 SAM'S CLUB DIRECT, #0402465855179	0560		ITEMS FOR MOTHER'S DAY CELEBRAT 04-2346	74.91
			0623		ITEMS FOR MOTHER'S DAY CELEBRAT 04-2346	10.74
			181		REFRESHMENTS 17-420-1337-4300	62.76
			6312		WINTER DAY CAMP SUPPLIES 17-420-1399-4300	21.64
			640		REFRESHMENTS	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98309	6/4/2012	103010 SAM'S CLUB DIRECT, #0402465855179	(Continued)		17-420-1337-4300	42.64
					Total :	212.69
98310	6/4/2012	103029 SAN FERNANDO, CITY OF	11415-11424		REIMBURSEMENT TO WORKERS COM 06-190-0000-4810	10,216.65
					Total :	10,216.65
98311	6/4/2012	103057 SAN FERNANDO VALLEY SUN	8184		PUBLICATION OF ORDINANCE 1612 1S 01-150-0000-4230	56.25
			8193		PUBLICATION OF ORDINANCE 1612 1S 01-150-0000-4230	62.50
			8228		LEGAL PUBLICATION REGARDING UNC 70-382-0000-4260	125.00
					Total :	243.75
98312	6/4/2012	103077 SANTA ROSA SCHOOL	REFUND		REFUND -OVER CHARGED POLICE SE 01-3715-0000	607.00
					Total :	607.00
98313	6/4/2012	103184 SMART & FINAL	171679		ITEMS FOR MOTHER'S DAY PARTY - 05 04-2346	67.69
			171869		04-2382 ITEMS FOR MOTHER'S DAY PARTY 04-2346	39.97 4.79
			173733		ITEMS FOR MOTHER'S DAY DANCE - 01 04-2380	437.56
					Total :	550.01
98314	6/4/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	050312		ELECTRIC - 910 FIRST 01-222-0000-4210	4,166.75
			050412		ELECTRIC - 505 S HUNTINGTON 01-420-0000-4210	1,635.14
			050512		ELECTRIC - VARIOUS LOCATIONS 01-420-0000-4210	2,233.84
			050812		01-430-0000-4210 ELECTRIC - TRAFFIC SIGNALS	1,530.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98314	6/4/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			050912		01-371-0000-4210 ELECTRIC - BRAND/3RD & 1202 PICO	1,449.69
			051012		29-335-0000-4210 ELECTRIC - 900 1/2 FIRST, 1041 1/2	206.83
					01-390-0470-4210	112.67
					Total :	11,335.25
98315	6/4/2012	103205 THE GAS COMPANY	050812		GAS - 828 HARDING	
			050912		01-420-0000-4210 GAS - 120 MACNEIL	5.97
					70-381-0000-4210	40.83
					01-310-0000-4210	111.37
					01-430-0000-4210	5,888.05
					01-222-0000-4210	368.47
			051112		GAS - 505 S HUNTINGTON	
					01-420-0000-4210	58.41
					Total :	6,473.10
98316	6/4/2012	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION	
					01-320-3661-4402	3,748.77
					Total :	3,748.77
98317	6/4/2012	103218 SOLIS, MARGARITA	128-142		PETTY CASH REIMB	
					01-101-0109-4220	32.62
					01-140-0000-4370	33.65
					01-150-0000-4300	8.65
					01-310-0000-4300	15.07
					01-311-0000-4370	50.00
					10-420-1371-4300	46.86
					70-381-0000-4390	9.00
					70-383-0301-4300	43.84
					70-383-0000-4310	48.93
					70-383-0000-4360	55.96
					70-384-0000-4370	9.00
					Total :	353.58

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98318	6/4/2012	103218 SOLIS, MARGARITA	2000800132		FACILITY RENTAL REFUND	
					17-3770-1397	71.00
					01-3777-0000	129.00
					Total :	200.00
98319	6/4/2012	103251 STANLEY PEST CONTROL	392649		PEST CONTROL @ PD	
					01-390-0222-4260	64.00
					Total :	64.00
98320	6/4/2012	103439 UPS	831954182		POSTAGE	
					01-190-0000-4280	92.75
					Total :	92.75
98321	6/4/2012	103445 UNDERGROUND SERVICE ALERT	1020110639		(25) NEW USA DIGALERT TICKETS	
			1120110638		70-381-0000-4260	37.50
			120120649		(36) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	54.00
			1220110631		(36) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	54.00
					(16) NEW USA DIGALERT TICKETS	
			220120640		70-381-0000-4260	24.00
			320120644		(38) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	57.00
			420120645		(41) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	61.50
					(25) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	37.50
					Total :	325.50
98322	6/4/2012	103452 U.S. BANK	3046881		BOND 2006 - ADMINISTRATION FEES	
					98-191-0088-4265	1,500.00
					Total :	1,500.00
98323	6/4/2012	103547 VANGUARD INDUSTRIES WEST, INC.	1365785		RIBBONS AND MOUNTING BARS	
					01-222-0000-4300	130.64
					Total :	130.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98324	6/4/2012	103690 WHITE CAP INDUSTRIES, INC.	30176988-03		TOOLS	
			383094645		13-311-0000-4300	46.94
					TOOLS	
			63049894-02		13-311-0000-4300	316.66
					TOOLS	
			7154884-01		13-311-0000-4300	45.07
					TOOLS	
					13-311-0000-4300	81.20
					Total :	489.87
98325	6/4/2012	103738 YOSEF AMZALAG SUPPLY	12006653		MATLS FOR IRRIGATION REPAIRS	
					11-311-7510-4600	54.15
			12006656		MATLS FOR IRRIGATION REPAIRS	
					11-311-7510-4600	213.78
			12006665		MATLS FOR IRRIGATION REPAIRS	
					11-311-7510-4600	126.82
			12006670		MATLS FOR IRRIGATION REPAIRS	
					11-311-7510-4600	109.14
			12006724		MATLS FOR IRRIGATION REPAIRS	
					11-311-7510-4600	246.06
			12006748		MATLS FOR IRRIGATION REPAIRS	
					11-311-7510-4600	39.94
			12007021		3" IRRIGATION MAIN REPAIR @ REC P/	
					01-390-0410-4300	177.46
			12007078		PLUMBING MATLS FOR TECOGEN	
					01-430-0000-4300	346.15
			12007098		MATLS - TECOGEN	
					01-430-0000-4300	37.09
			12007182		ITEMS RETURNED	
					01-430-0000-4300	-139.16
			12007405		MATLS TO REPAIR BROKEN SPRINKLE	
					01-390-0460-4300	52.11
			12007479		SHEARS FOR MAINT & BRASS VALVE	
					01-390-0410-4300	94.55
			12007496		BRASS VALVE RETURNED	
					01-390-0410-4300	114.54
			12007904		REPLACE BROKEN SPRINKLER @ LP F	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98325	6/4/2012	103738 YOSEF AMZALAG SUPPLY	(Continued)			
			12007932		01-390-0460-4300 REPLACE BROKEN SPRINKLER @ LP F 01-390-0460-4300	19.02 31.12 31.12
					Total :	1,522.77
98326	6/4/2012	103752 ZUMAR INDUSTRIES, INC.	0137911		DAMAGED SIGN REPLACEMENT 13-370-0301-4300	374.51 374.51
					Total :	
98327	6/4/2012	103851 EVERSOF, INC.	R1108570		WATER SOFTNER RENTAL @ WELL 2A 70-384-0000-4260	63.88 63.88
					Total :	
98328	6/4/2012	103856 FLAGS USA INC.	52241		FLAGS 01-222-0000-4300	111.17 111.17
					Total :	
98329	6/4/2012	103895 DELL MARKETING L.P.	XFR6DMPN4		COMPUTER MONITORS 01-222-0000-4300	1,176.94
			XFR8TKNJ2		COMPUTER FOR OTS USE 10-220-3695-4300	2,102.18
			XFRF22PK6		WIDESCREEN FLAT PANEL MONITOR 01-105-0000-4300	249.70 3,528.82
					Total :	
98330	6/4/2012	103903 TIME WARNER CABLE	8448200540010369		CABLE - 05/18/12 TO 06/17/12 01-222-0000-4260	15.79
			8448200540028882		CABLE/INTERNET - 05/13/12 - 06/12/201 01-420-0000-4260	117.40
			8448300070189011		INTERNET SERVICES 05/12/12 - 06/11/1 01-190-0000-4220	1,100.00 1,233.19
					Total :	
98331	6/4/2012	887383 JOHN GEORGE WELDING	3107		REPAIR TRAILER TONGUE - PD1147 01-320-0225-4400	115.00 115.00
					Total :	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98332	6/4/2012	887466 SIMON'S POWER EQUIPMENT, INC.	081257		CHAINSAW/POLESAW PURCHASE	
			081699		29-335-0000-4500	647.06
			15726		MOWER- BRAND BLVD MAINT	
					01-390-0410-4500	1,196.25
					CHAINSAW REPAIRS (5 ITEMS)	
					13-311-0000-4300	534.76
					Total :	2,378.07
98333	6/4/2012	887568 TRANS TECH	010784		REBUILD TRANSMISSION - PD5643	
					01-320-0224-4400	1,469.00
					Total :	1,469.00
98334	6/4/2012	887591 TOM BROHARD & ASSOCIATES	2012-31	10933	SPEED ZONE STUDY 2012	
					01-310-0000-4270	2,400.00
					Total :	2,400.00
98335	6/4/2012	887952 J. Z. LAWNMOWER SHOP	272850		EQUIP MAINT	
			3601		01-390-0410-4320	28.22
			3602		EQUIP MAINT	
			3603		01-390-0410-4320	44.60
					EQUIP MAINT	
					01-390-0410-4320	34.93
					PARTNER SAW PULLEY REPAIR	
					70-383-0000-4320	32.67
					Total :	140.42
98336	6/4/2012	887986 TRAFFIC MANAGEMENT INC.	129536		SAFETY SIGNS	
			129618		70-383-0000-4310	100.04
					SAFETY SIGN	
					70-383-0000-4310	45.66
					Total :	145.70
98337	6/4/2012	888179 DMR TEAM, INC.	051612		CONSULTING SERVICES	
					12-310-0000-4270	13,590.00
					Total :	13,590.00
98338	6/4/2012	888214 INTERNATIONAL CODE COUNCIL INC	INV0130587		BUILDING CODES	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98338	6/4/2012	888214 INTERNATIONAL CODE COUNCIL INC	(Continued)		01-140-0000-4300	627.44
					Total :	627.44
98339	6/4/2012	888241 UNITED SITE SERVICES OF CA INC	114-556305		PORTABLE TOILET RENTALS @ REC P	
			114-586333		01-420-0000-4260	131.72
					PORTABLE TOILET RENTAL @ 501 FIR	
					72-360-0450-4260	467.84
					Total :	599.56
98340	6/4/2012	888356 ADVANCED AUTO REPAIR BODY &	1115		REPLACE BOTH AXLES - PD8862	
			1117		01-320-0225-4400	212.25
					REPLACE WATER PUMP - WA9503	
					70-382-0000-4400	261.90
					Total :	474.15
98341	6/4/2012	888411 DRISKO STUDIO ARCHITECTS, INC.	1760		LOPEZ ADOBE ANCILLARY BUILDING	
					01-150-0000-4270	475.00
					Total :	475.00
98342	6/4/2012	888442 WESTERN EXTERMINATOR COMPANY	06010710-9		PEST CONTROL @ REC PARK	
			06010718-2		01-390-0410-4260	67.50
			06010722-4		PEST CONTROL @ LP PARK	
					01-390-0460-4260	46.50
					PEST CONTROL @ CITY HALL	
					01-390-0310-4260	72.00
					Total :	186.00
98343	6/4/2012	888468 MAJOR METROPOLITAN SECURITY	1052082		ALARM MONITORING - JUNE 2012	
			1052083		01-390-0410-4260	15.00
			1052084		ALARM MONITORING - JUNE 2012	
			1052085		01-390-0460-4260	15.00
			1052086		ALARM MONITORING - JUNE 2012	
					01-390-0410-4260	15.00
					ALARM MONITORING - JUNE 2012	
					01-390-0310-4260	15.00
					ALARM MONITORING - JUNE 2012	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98343	6/4/2012	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1052087		72-360-0450-4260 ALARM MONITORING - JUNE 2012	15.00
			1052088		01-390-0222-4260 ALARM MONITORING - JUNE 2012	15.00
			1052089		01-390-0410-4260 ALARM MONITORING - JUNE 2012	15.00
			1052090		01-390-0410-4260 ALARM MONITORING - JUNE 2012	15.00
			1052091		01-430-0000-4260 ALARM MONITORING - JUNE 2012	15.00
			1052092		01-390-0410-4260 ALARM MONITORING - JUNE 2012	15.00
			1052093		72-360-0450-4260 ALARM MONITORING - JUNE 2012	15.00
			1052094		01-390-0460-4260 ALARM MONITORING - JUNE 2012	15.00
					72-360-0450-4260	15.00
					Total :	195.00
98344	6/4/2012	888531 BIG RED PLUMBING SUPPLY, INC.	70341		MAT'L TO REPAIR RESTROOMS @ 50	
			70409		01-390-0450-4300 WATER LUBE - WELL 7A	6.47
					70-384-0000-4300	159.90
					Total :	166.37
98345	6/4/2012	888629 SPARKLETTES	5927274 - 050512		WATER	
					01-422-0000-4300	123.39
					Total :	123.39
98346	6/4/2012	888646 HD SUPPLY WATER WORKS, LTD	4730728		NITRATE SYSTEMS PIPING	
					70-384-0000-4260	3,294.96
					Total :	3,294.96
98347	6/4/2012	889043 ALADIN JUMPERS	050612		FLOOR RENTAL	
			50612		17-420-1397-4260 FLOOR RENTAL	255.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98347	6/4/2012	889043 ALADIN JUMPERS	(Continued)			
					17-420-1397-4260	175.00
					Total :	430.00
98348	6/4/2012	889114 SEVEN ELK RANCH DESIGN, INC	1939		CONSULTING FEES 03/01/12 TO 04/30/12	
					01-310-0000-4270	625.00
					Total :	625.00
98349	6/4/2012	889187 USA MOBILITY WIRELESS, INC	V7954833E		PAGERS	
					01-190-0000-4220	60.99
					Total :	60.99
98350	6/4/2012	889328 FIRST TRANSIT, INC.	10667453		MCT - APRIL 2012	
			10667456		07-440-0442-4260	20,309.38
					SF TROLLEY - APRIL 2012	
					07-440-0442-4260	17,341.59
					Total :	37,650.97
98351	6/4/2012	889352 GOMEZ, ADRIANA	050812		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					Total :	50.00
98352	6/4/2012	889532 GILMORE, REVA A.	04/21/12 - 05/04/12		FOOD SERVICE MANAGER	
					10-422-3750-4270	565.50
					10-422-3752-4270	143.00
					Total :	708.50
98353	6/4/2012	889533 MARTINEZ, ANITA	04/21/12 - 05/04/12		ASSISTANT FOOD MANAGER	
					10-422-3750-4270	177.00
					Total :	177.00
98354	6/4/2012	889534 RAMIREZ, FRANCISCO	04/21/12 - 05/04/12		HDM DRIVER	
					10-422-3752-4270	177.00
					10-422-3752-4390	52.00
					Total :	229.00
98355	6/4/2012	889535 GOMEZ, GILBERT	04/21/12 - 05/04/12		HDM DRIVER	
					10-422-3752-4270	141.60

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Bank code :		bank				
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98355	6/4/2012	889535 GOMEZ, GILBERT	(Continued)		10-422-3752-4390	45.76
					Total :	187.36
98356	6/4/2012	889644 VERIZON BUSINESS	68963440		CITY HALL LONG DISTANCE	
			68963441		01-190-0000-4220	51.28
			68963442		CITY YARD LONG DISTANCE	
			68963443		70-384-0000-4220	96.05
			68963444		CITY HALL LONG DISTANCE & INTRAL	
			68963445		01-190-0000-4220	263.69
			68964033		POLICE LONG DISTANCE	
			68964043		01-222-0000-4220	232.97
			68964047		CITY YARD LONG DISTANCE	
			68964048		70-384-0000-4220	4.92
			68964049		PARK LONG DISTANCE	
			68964058		01-420-0000-4220	115.12
					ENGINEERING LONG DISTANCE	
					01-310-0000-4220	2.48
					CITY YARD LONG DIST - AIMS NETWOF	
					70-384-0000-4220	4.92
					CREDIT CARD LINE	
					01-190-0000-4220	2.45
					POLICE LONG DISTANCE	
					01-222-0000-4220	7.95
					PARK LONG DISTANCE	
					01-420-0000-4220	4.94
					CITY HALL LONG DISTANCE	
					01-190-0000-4220	0.41
					Total :	787.18
98357	6/4/2012	889681 VILLALPANDO, MARIA	04/21/12 - 05/04/12		FOOD SERVICE WORKER	
					10-422-3750-4270	221.25
					10-422-3752-4270	44.25
					Total :	265.50
98358	6/4/2012	889703 ALESHIRE & WYNDER, LLP	20002		LEGAL SERVICES	
					98-110-1055-4270	2,952.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98358	6/4/2012	889703 ALESHIRE & WYNDER, LLP	(Continued)			
					Total :	2,952.97
98359	6/4/2012	889763 PEREZ, JENNIFER	050812		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					Total :	50.00
98360	6/4/2012	889833 BICKMORE RISK SERVICES, INC.	BRS-0007415		ACTUARIAL VALUATION OF OTHER	
					01-130-0000-4270	6,500.00
					Total :	6,500.00
98361	6/4/2012	890004 PACIFIC TELEMAGEMENT SERVICE	390065		PD PAY PHONE - JUNE 2012	
					01-190-0000-4220	62.64
					Total :	62.64
98362	6/4/2012	890030 ELITE EQUIPMENT INC	14901		COMPRESSOR MAINT	
					70-383-0000-4320	272.07
					Total :	272.07
98363	6/4/2012	890076 URBAN RESTORATION GROUP	00007320		GRAFFITI ABATEMENT	
					01-152-0000-4300	1,058.35
					Total :	1,058.35
98364	6/4/2012	890095 O'REILLY AUTO PARTS	2665-278714		RADIATOR ADDITIVE	
					01-1215	86.91
					Total :	86.91
98365	6/4/2012	890191 HERNANDEZ, JUAN	020412		SPORTS OFFICAL	
					17-420-1328-4260	90.00
					Total :	90.00
98366	6/4/2012	890264 BEE PROFESSIONALS	65596		ERADICATE BEES @ 226 ORANGE GR	
					01-346-0000-4260	165.00
					Total :	165.00
98367	6/4/2012	890360 BALLIN, NINAMARIE JULIA	050812		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					Total :	50.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98368	6/4/2012	890404 SAN FERNANDO FIRE & RESCUE INC	26		POOL PERSONNEL SERVICES W/E 05/ 01-430-0000-4260	5,250.75
					Total :	5,250.75
98369	6/4/2012	890463 KJC LATENT PRINT SERVICE	SF00007		FINGERPRINT CLASSIFICATIONS 01-224-0000-4270	385.00
					Total :	385.00
98370	6/4/2012	890486 LINCOLN COMMERCIAL	SI185224		DECK CABLE - 8 LANE CABLE 01-430-0000-4500	1,089.17
					Total :	1,089.17
98371	6/4/2012	890491 PTI PRINTING TECHNOLOGY INC	0447321-IN		PRINTER TONER HP4700 01-130-0000-4300	171.65
					Total :	171.65
98372	6/4/2012	890598 ALVARADO, VIRGINIA	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98373	6/4/2012	890731 GONZALEZ MARTINEZ, PRICILA	2000800133		FACILITY RENTAL CANCELLATION 01-3777-0000 17-3770-1397	374.00 297.00
					Total :	671.00
98374	6/4/2012	890732 MILLER, LORN	050812		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98375	6/4/2012	890733 HUNTER-SCAPINELLO, EMILY	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98376	6/4/2012	890734 GARCIA, ELIZABETH	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98377	6/4/2012	890735 GONZALEZ, ERIC	051512		EXERCISE INSTRUCTOR - JULY 2011 T	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
98377	6/4/2012	890735 GONZALEZ, ERIC	(Continued)		10-430-3649-4260	238.79
					Total :	238.79
98378	6/4/2012	890736 O'NEIL, DAVID	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98379	6/4/2012	890737 PEREZ, GEORGE	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98380	6/4/2012	890738 YANEZ, ARMANDO	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.82
					Total :	238.82
98381	6/4/2012	890739 FUJITA, LIANE E.	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	500.00
					Total :	500.00
98382	6/4/2012	890740 MORAN, STEPHANIE	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	500.00
					Total :	500.00
98383	6/4/2012	890741 WONG, MICHAEL	051512		EXERCISE INSTRUCTOR - JULY 2011 T 10-430-3649-4260	238.79
					Total :	238.79
98384	6/4/2012	890742 ROSALES, TABITHA	2000026105		KARATE CLASS REFUND 17-3770-1326	40.00
					Total :	40.00
98385	6/4/2012	890743 BADGE BEHAVIOR	REIMB.		TACTICAL COMMUNICATION FOR AUDI 01-225-3688-4360	113.11
					Total :	113.11
98386	6/4/2012	890743 BADGE BEHAVIOR	REIMB.		TACTICAL COMMUNICATION FOR AUDI 01-225-3688-4360	113.11
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98386	6/4/2012	890743	890743 BADGE BEHAVIOR		(Continued)	Total : 113.11
115	Vouchers for bank code : bank					Bank total : 471,872.54
115	Vouchers in this report					Total vouchers : 471,872.54

Voucher Registers are not final until approved by Council.

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ORDINANCE NO. 1615

AN ORDINANCE OF THE CITY OF SAN FERNANDO AMENDING ARTICLE VII OF CHAPTER 18 OF THE SAN FERNANDO CITY CODE, ADOPTING BY REFERENCE (1) DIVISION II OF CHAPTER 1 OF THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, WHICH IS CODIFIED IN PART 2 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, (2) THE CITY OF LOS ANGELES BUILDING CODE, AS IN EFFECT ON AUGUST 8, 2011, (3) THE CITY OF LOS ANGELES ELECTRICAL CODE, AS IN EFFECT ON MARCH 22, 2011, (4) THE CITY OF LOS ANGELES MECHANICAL, AS IN EFFECT MAY 2, 2011, (5) THE CITY OF LOS ANGELES PLUMBING CODE, AS IN EFFECT JULY 6, 2011, (6) THE CITY OF LOS ANGELES RESIDENTIAL CODE, AS IN EFFECT JULY 6, 2011, (7) THE CITY OF LOS ANGELES GREEN BUILDING CODE, AS IN EFFECT JANUARY 1, 2011, AND (8) THE CITY OF LOS ANGELES ELEVATOR CODE, AS IN EFFECT DECEMBER 10, 2007, WHICH ARE CODIFIED IN ARTICLES 1, 1.5, 2, 3, 4, 5 AND 9 OF CHAPTER IX OF THE CITY OF LOS ANGELES MUNICIPAL CODE, INCLUDING APPENDICES, AMENDMENTS, ADDITIONS AND DELETIONS THERETO, AND AMENDING THE SAN FERNANDO CITY CODE

The City Council of the City of San Fernando does ordain as follows:

SECTION 1. Section 18-1 (“Adoption of the Uniform Administrative Code”) of Article I (“In General”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-1. Adoption of Administrative Code.

- (a) Division II of Chapter 1 of the California Building Code, 2010 Edition (Part 2 of Title 24 of the California Code of Regulations), based on the 2009 International Building Code as published by the International Code Council, is adopted by reference, and may be referred to as the “administrative code” of the city, subject to the amendments set forth in this article. The administrative code shall govern the administration and enforcement, including inspections and permits, of the codes adopted in this chapter. One copy of Division II of Chapter 1 of the 2010 edition of the California Building Code has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (b) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the administrative code. It shall also be unlawful for any person to construct, alter, move, enlarge, replace, repair, equip, use, occupy, locate, maintain, remove or demolish any building or structure in the city, or any appurtenances connected or attached to such buildings or structures, or cause the same to be done, contrary to or in violation of any provision of the administrative code.”

SECTION 2. Section 18-2 (“Reserved”) of Article I (“In General”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-2. Administrative code amended.

- (a) Notwithstanding the provisions of section 18-1, the exception to section 101.2 is amended to read:

Exception: Detached one- and two-family dwellings and multiple single-family *dwellings (townhouses)* not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures shall comply with the residential code.

- (b) Notwithstanding the provisions of section 18-1, the term “International Mechanical Code” used in section 101.4.2 is replaced with the term “mechanical code”.

- (c) Notwithstanding the provisions of section 18-1, the term “International Plumbing Code” used in section 101.4.3 is replaced with the term “plumbing code”.

- (d) Notwithstanding the provisions of section 18-1, section 103.1 is amended to read:

103.1 Creation of enforcement agency. The Division of Building and Safety is hereby created and the official in charge thereof shall be known as the *building official*.

- (e) Notwithstanding the provisions of section 18-1, Exemption No. 2 from building permit requirements, concerning fences not over six (6) feet high, is deleted.

- (f) Notwithstanding the provisions of section 18-1, Exemption No. 9 from building permit requirements, is amended to read:

9. Prefabricated swimming pool accessory to a Group R-3 occupancy that are less than 18 inches (457 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

- (g) Notwithstanding the provisions of section 18-1, Exemption No. 14 to the building permit requirements, is added to read:

14. Decks not exceeding 200 square feet (18.58 m²) in area that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

- (h) Notwithstanding the provisions of section 18-1, section 113.1 is amended to read:

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the building, residential building, electrical, mechanical, plumbing and green building codes, there shall be and is hereby created a board of appeals. The board of appeals shall be the city council of the city.”

SECTION 3. Section 18-31 (“Adoption of the City of Los Angeles Building Code”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-31. Adoption of the City of Los Angeles Building Code.

- (a) The 2011 edition of the City of Los Angeles Building Code, excluding Sections 91.102-91.-91.105, 91.106.2(13), 91.107-91.109 and 91.111, as amended, and in effect August 8, 2011, which code adopts and amends the 2009 International Building Code and the 2010 edition of the California Building Code, is adopted by reference, and shall be referred to as the “building code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2010 edition of the California Building Code, the 2011 edition of the City of Los Angeles Building Code, as amended, and in effect August 8, 2011, or any amendment to the building code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2011 edition of the City of Los Angeles Building Code, as amended and in effect August 8, 2011, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the building code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the building code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 4. Section 18-32 (“References”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-32. References.

- (a) All references to “Board” contained in the building code shall mean and refer to the city council of the city.
- (b) All references to “Building Official” contained in the building code shall mean and refer to the Community Development Director, or his or her designee.
- (c) All references to “California Building Code” (CBC) contained in the building code shall mean and refer to the 2010 edition of the California Building Code.
- (d) All references to “Chief of the Fire Department” contained in the building code shall mean and refer to the Community Development Director, or his or her designee.
- (e) All references to “City” contained in the building code shall mean and refer to the City of San Fernando.

- (f) All references to “City Council” contained in the building code shall mean and refer to the city council of the city.
- (g) All references to “Department” contained in the building code shall mean and refer to the Community Development Department.
- (h) All references to “Superintendent of Building” shall mean and refer to the Community Development Director, or his or her designee.”

SECTION 5. Section 18-33 (“Reserved”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-33. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.”

SECTION 6. Section 18-34 (“Reserved”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-34. Building code fees.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Building Code, as amended, and in effect August 8, 2011, all fees required for permits issued pursuant to the building code shall be those fees established by resolution of the city council.”

SECTION 7. Section 18-35 (“Reserved”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-35. Appeals.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Building Code, as amended, and in effect August 8, 2011, all appeals or requests for modifications in individual cases from the requirements of the building code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 8. Sections 18-34—18-60 (“Reserved”) of Article II (“Building Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code are hereby amended to read as follows:

“Secs. 18-36—18-60. Reserved.”

SECTION 9. Section 18-61 (“Adoption of the City of Los Angeles Electrical Code”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-61. Adoption of the City of Los Angeles Electrical Code.

- (a) The 2011 edition of the City of Los Angeles Electrical Code, as amended and in effect on March 22, 2011, which code incorporates and amends the 2010 edition of the California Electrical Code, is adopted by reference, and may be referred to as the “electrical code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2010 edition of the California Electrical Code, the 2011 edition of the City of Los Angeles Electrical Code, as amended and in effect on March 22, 2011, or any amendment to the electrical code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2011 edition of the City of Los Angeles Electrical Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the electrical code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the electrical code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 10. Section 18-62 (“References”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-62. References.

- (a) All references to “Building Official” contained in the electrical code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the electrical code shall mean and refer to the city council of the city.”

SECTION 11. Section 18-63 (“Reserved”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-63. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.”

SECTION 12. Section 18-64 (“Reserved”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-64. Electrical code fees.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Electrical Code, as amended and in effect on March 22, 2011, all fees required for permits issued pursuant to the electrical code shall be those fees established by resolution of the city council.”

SECTION 13. Section 18-65 (“Reserved”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-65. Appeals.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Electrical Code, as amended and in effect on March 22, 2011, all appeals or requests for modifications in individual cases from the requirements of the electrical code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 14. Sections 18-64—18-90 (“Reserved”) of Article III (“Electrical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code are hereby amended to read as follows:

“Secs. 18-66—18-90. Reserved.”

SECTION 15. Section 18-91 (“Adoption of the City of Los Angeles Mechanical Code”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-91. Adoption of the City of Los Angeles Mechanical Code.

- (a) The 2011 edition of the City of Los Angeles Mechanical Code, as amended and in effect on May 2, 2011, which code incorporates and amends the 2010 edition of the California Mechanical Code, is adopted by reference, and may be referred to as the “mechanical code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2010 edition of the California Mechanical Code, the 2011 edition of the City of Los Angeles Mechanical Code, as amended and in effect on May 2, 2011, or any amendment to the mechanical code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2011 edition of the City of Los Angeles Mechanical Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the mechanical code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the mechanical code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 16. Section 18-92 (“References”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-92. References.

- (a) All references to “Building Official” contained in the mechanical code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the mechanical code shall mean and refer to the city council of the city.”

SECTION 17. Section 18-93 (“Reserved”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-93. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.”

SECTION 18. Section 18-94 (“Reserved”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-94. Mechanical code fees.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Mechanical Code, as amended and in effect on May 2, 2011, all fees required for permits issued pursuant to the mechanical code shall be those fees established by resolution of the city council.”

SECTION 19. Section 18-95 (“Reserved”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-95. Appeals.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Mechanical Code, as amended and in effect on May 2, 2011, all appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of the mechanical code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 20. Sections 18-94—18-120 (“Reserved”) of Article IV (“Mechanical Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code are hereby amended to read as follows:

“Secs. 18-96—18-120. Reserved.”

SECTION 21. Section 18-121 (“Adoption of the City of Los Angeles Plumbing Code”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-121. Adoption of the City of Los Angeles Plumbing Code.

- (a) The 2011 edition of the City of Los Angeles Plumbing Code, as amended and in effect on July 6, 2011, which code incorporates and amends the 2010 edition of the California Plumbing Code, is adopted by reference and may be referred to as the “plumbing code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2010 edition of the California Plumbing Code, the 2011 edition of the City of Los Angeles Plumbing Code, as amended and in effect on July 6, 2011, or any amendment to the plumbing code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2011 edition of the City of Los Angeles Plumbing Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the plumbing code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the plumbing code adopted in this chapter, as such codes may be amended from time to time.”

SECTION 22. Section 18-122 (“References”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-122. References.

- (a) All references to “Building Official” contained in the plumbing code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the plumbing code shall mean and refer to the city council of the city.”

SECTION 23. Section 18-123 (“Reserved”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-123. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.”

SECTION 24. Section 18-124 (“Reserved”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-124. Plumbing code fees.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Plumbing Code, as amended and in effect on July 6, 2011, all fees required for permits issued pursuant to the plumbing code shall be those fees established by resolution of the city council.”

SECTION 25. Section 18-125 (“Reserved”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 18-125. Appeals.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Plumbing Code, as amended and in effect on July 6, 2011, all appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of the plumbing code shall be made in accordance with the procedure established by resolution of the city council.”

SECTION 26. Sections 18-124—18-150 (“Reserved”) of Article V (“Plumbing Code”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code are hereby amended to read as follows:

“Secs. 18-126—18-150. Reserved.”

SECTION 27. Subsection (a) of Section 18-181 (“Code Adopted”) of Article VII (“Dangerous Buildings”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code is hereby amended to read as follows:

“(a) That certain document, one copy of which is on file in the office of the city clerk, being the Uniform Code for the Abatement of Dangerous Buildings, 1997 edition, as amended, published by the International Conference of Building Officials, is adopted by reference and may be referred to as the “uniform code for the abatement of dangerous buildings” of the city to provide a just, equitable and practical method cumulative with and in addition to other remedies provided in the most current versions of the building code and the housing code, or any successor codes thereto, as adopted by the city, whereby buildings or structures, which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants, may be required to be repaired, vacated or demolished.”

SECTION 28. A new Section 18-183 is hereby added to Article VII (“Dangerous Buildings”) of Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code to read as follows:

“Sec. 18-183. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.”

SECTION 29. A new Article IX is hereby added to Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code to read as follows:

“ARTICLE IX. RESIDENTIAL CODE

Sec. 18-195. Adoption of the City of Los Angeles Residential Code.

- (a) The 2011 edition of the City of Los Angeles Residential Code, as amended and in effect July 6, 2011, which code incorporates and amends the 2009 International Residential Code and the 2010 edition of the California Residential Code, is adopted by reference, and may be referred to as the “residential code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2010 edition of the California Residential Code, the 2011 edition of the City of Los Angeles Residential Code, as amended and in effect July 6, 2011, or any amendment to the residential code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2011 edition of the City of Los Angeles Residential Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the residential code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the residential code adopted in this chapter, as such codes may be amended from time to time.

Sec. 18-196. References.

- (e) All references to “Building Official” contained in the residential code shall mean and refer to the building official of the city.
- (f) All references to “City Council” contained in the residential code shall mean and refer to the city council of the city.

Sec. 18-197. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.

Sec. 18-198. Residential code fees.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Residential Code, as amended and in effect July 6, 2011, all fees required for permits issued pursuant to the residential code shall be those fees established by resolution of the city council.

Sec. 18-199. Appeals.

Notwithstanding the provisions of the 2011 edition of the City of Los Angeles Residential Code, as amended and in effect July 6, 2011, all appeals or requests for modifications in individual cases from the requirements of the residential code shall be made in accordance with the procedure established by resolution of the city council.

Secs. 18-200—18-225. Reserved.”

SECTION 30. A new Article X is hereby added to Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code to read as follows:

“ARTICLE X. GREEN BUILDING CODE**Sec. 18-226. Adoption of the City of Los Angeles Green Building Code.**

- (a) The 2010 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 27, 2010, which code incorporates and amends the 2010 edition of the California Green Building Standards Code, is adopted by reference, and may be referred to as the “green building code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2010 edition of the California Green Building Standards Code, the 2010 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 27, 2010, or any amendment to the green building code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2010 edition of the City of Los Angeles Green Building Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the green building code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the green building code adopted in this chapter, as such codes may be amended from time to time.

Sec. 18-227. References.

- (a) All references to “Building Official” contained in the green building code shall mean and refer to the building official of the city.
- (b) All references to “City Council” contained in the green building code shall mean and refer to the city council of the city.

Sec. 18-228. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.

Sec. 18-229. Green building code fees.

Notwithstanding the provisions of the 2010 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 27, 2010, all fees required for permits issued pursuant to the green building code shall be those fees established by resolution of the city council.

Sec. 18-230. Appeals.

Notwithstanding the provisions of the 2010 edition of the City of Los Angeles Green Building Code, as amended, and in effect December 27, 2010, all appeals or requests for modifications in individual cases from the requirements of the green building code shall be made in accordance with the procedure established by resolution of the city council.

Secs. 18-231—18-256. Reserved.”

SECTION 31. A new Article XI is hereby added to Chapter 18 (“Buildings and Building Regulations”) of the San Fernando City Code to read as follows:

“ARTICLE XI. ELEVATOR CODE

Sec. 18-257. Adoption of the City of Los Angeles Elevator Code.

- (a) The 2008 edition of the City of Los Angeles Elevator Code, excluding Sections 92.0126(c)-(d) and 92.0127-92.0132.1, as amended, and in effect December 10, 2007, which code incorporates and amends the Elevator Safety Orders of Title 8 and the 2007 edition of Part 7 of the California Code of Regulations, is adopted by reference, and may be referred to as the “elevator code” of the city, subject to the amendments set forth in this article.
- (b) In the event of any conflict between provisions of the 2008 edition of the City of Los Angeles Elevator Code, as amended, and in effect December 10, 2007, or any amendment to the elevator code contained in this Code, the provision contained in the later listed document shall control.
- (c) One copy of the 2008 edition of the City of Los Angeles Elevator Code, as amended, has been deposited in the office of the city clerk and shall at all times be maintained in the city clerk’s office for use and examination by the public.
- (d) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of the elevator code. It shall also be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any provision of the elevator code adopted in this chapter, as such codes may be amended from time to time.

Sec. 18-258. References.

- (a) All references to “Board” contained in the elevator code shall mean and refer to the City Council.
- (b) All references to “Department” contained in the elevator code shall mean and refer to Community Development Department.

Sec. 18-259. Penalties.

Penalties for violation of any provision of this article or the code adopted herein shall be as set forth in chapter 1 of this code.

Sec. 18-260. Elevator code fees.

Notwithstanding the provisions of the 2008 edition of the City of Los Angeles Elevator Code, as amended, and in effect December 10, 2007, all fees required for permits issued pursuant to the elevator code shall be those fees established by resolution of the city council.

Sec. 18-261. Appeals.

Notwithstanding the provisions of the 2008 edition of the City of Los Angeles Elevator Code, as amended, and in effect December 10, 2007, all appeals or requests for modifications in individual cases from the requirements of the elevator code shall be made in accordance with the procedure established by resolution of the city council.

Secs. 18-262—18-287. Reserved.”

SECTION 32. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 33. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 4th day of June, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Maribel S. Medina, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 4th day of June, 2012 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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ORDINANCE NO. 1616

AN ORDINANCE OF THE CITY OF SAN FERNANDO AMENDING SECTIONS 90-941 AND 90-942 OF CHAPTER 90 OF THE CITY OF SAN FERNANDO CITY CODE RELATING TO SPEED LIMITS

The City Council of the City of San Fernando does ordain as follows:

Section 1. Section 90-941 (“Speed limits amending state speed limits”) of Article XI (“Schedules”) of Chapter 90 (“Traffic and Vehicles”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 90-941. Decrease of local speed limits.

It is determined and declared, upon the basis of an engineering and traffic investigation, that for safe operation of vehicles on the following streets the prima facie speed limit shall be as set forth on those designated streets or parts of streets when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
Arroyo Avenue, from Glenoaks Boulevard to north city limits	35
Arroyo Street, from Glenoaks Boulevard to Fifth Street	30
Brand Boulevard, from Fourth Street to Glenoaks Boulevard	30
Brand Boulevard, from Truman Street to Fourth Street	30
Brand Boulevard, from Truman Street to the south city limits	35
Chatsworth Drive, from the south city limits to San Fernando Road	30
Eighth Street, from west city limits to Maclay Avenue	25
Fifth Street, from west city limits to east city limits	30
First Street, from Hubbard Avenue to Maclay Avenue	30
Fourth Street, from west city limits to east city limits	30
Glenoaks Boulevard, from west city limits to east city limits	40
Harding Avenue, from north city limits to Glenoaks Boulevard	25
Harding Avenue, from Glenoaks Boulevard to Fourth Street	25
Harding Avenue, from Fourth Street to First Street	25
Hubbard Avenue, from south city limits to north city limits	35
Maclay Avenue from Truman Street to Fourth Street	25
Maclay Avenue, from Fourth Street to Glenoaks Boulevard	30
Maclay Avenue, from Glenoaks Boulevard to north city limits	30
Mission Boulevard, from south city limits to Truman Street	35
Orange Grove Avenue, from Glenoaks Boulevard to north city limits	25
Orange Grove Avenue, from Glenoaks Boulevard to Fourth Street	25

San Fernando Road, from Kittridge Street to east city limits	30
San Fernando Road, from west city limits to Mission Boulevard	35
Seventh Street, from west city limits to Maclay Avenue	25
Truman Street, from west city limits to east city limits	35
Workman Street, from south city limits to San Fernando Road	25"

Section 2. Section 90-942 ("Speed limits amending state speed limits") of Article XI ("Schedules") of Chapter 90 ("Traffic and Vehicles") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 90-942. Decrease of speed limits on narrow streets.

It is determined upon the basis of an engineering and traffic investigation that the state prima facie speed limit of 25 miles per hour in a business or residence district or in a public park on any street having a roadway not exceeding 25 feet in width is more than is reasonable or safe under the conditions found to exist upon such streets, and it is declared that the prima facie speed limit shall be 15 miles per hour on those designated streets or parts thereof when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358.3:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
Park Avenue, from Fourth Street to First Street	15
San Fernando Road, from Mission Boulevard to Kittridge Street	15"

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

Section 4. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 4th day of June, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Maribel S. Medina, City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 4th day of June, 2012 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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ORDINANCE NO. 1617**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING THE SAN FERNANDO MUNICIPAL CODE BY ADDING A NEW DIVISION 3 - RULES OF DECORUM FOR MEETINGS TO CHAPTER 2 AND AMENDING SECTION 1-10 (GENERAL PENALTY; INFRACTION)****RECITALS**

WHEREAS, the Mayor and members of City Council value the input of the members of the public; and

WHEREAS, the Mayor and members of the City Council acknowledge and support the protections afforded under the First Amendment; and

WHEREAS, the Mayor and members of the City Council acknowledge that they are bound by the mandates of the Ralph M. Brown Act, codified in the California Government Code; and

WHEREAS, the Brown Act's intent is to ensure “. . . public commissions, boards and councils and other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly”; and

WHEREAS, in order to ensure orderly meetings in compliance with the intent of the Brown Act, it is necessary to adopt rules of decorum to avoid disruptions, disturbances and other conduct which otherwise impedes the orderly conduct of the City Council meetings.

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

SECTION 1. Amendment of Code. Chapter 2 (Administration) of Article II (City Council) of the San Fernando Municipal Code is hereby amended to add Division 3 entitled, “Rules of Decorum for Meetings” to read as follows:

“Section 2-91. Decorum.

A. Meetings of the City Council shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Council is retained at all times. The presiding officer of the Council, who shall be the Mayor, Vice Mayor or, in their absence, other member so designated by the Council, shall be responsible for maintaining the order and decorum of meetings.

B. Rules of Decorum. While any meeting of the City Council is in session, the following rules of order and decorum shall be observed:

1. Councilmembers. The members of the City Council shall preserve order and decorum, and a member shall not by conversation or other means delay or interrupt the Council proceedings or disturb any other member while speaking.

2. City Staff Members. Employees of the City shall observe the same rules of order and decorum as those which apply to the members of Council.

3. Persons Addressing the Council. Public oral communications at the City Council meetings should not be a substitute for any item that can be handled administratively during the normal working hours of the municipal government. The primary purpose of oral communications is to allow members of the public the opportunity to formally communicate with the City Council as a whole, for within the subject matter jurisdiction of the City Council that cannot be handled during the regular working hours of the City government. Each person who addresses the Council shall do so in an orderly manner and shall not make personal, impertinent, slanderous or profane remarks to any member of the Council, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of any Council meeting shall, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

4. Members of the Audience. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts that disturb, disrupt or otherwise impede the orderly conduct of any Council meeting. Any person who conducts himself in the aforementioned manner shall, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

Section 2-92. Addressing the Council.

A person wishing to address the Council regarding an item that is on the Council meeting agenda shall submit a request on the form provided, or he or she may seek recognition by the presiding officer of the Council during discussion of any such item. Persons wishing to discuss a nonagenda item may seek recognition by the presiding officer during the oral communications portion of the meeting. No person shall address the Council without first being recognized by the presiding officer. The following procedures shall be observed by persons addressing the Council:

1. Each person shall step to the podium provided for the use of the public and shall state his or her name and address; the organization, if any, which he or she represents; and, if during the oral communications portion of the meeting, the subject he or she wishes to discuss.

2. Each person shall confine his or her remarks to the Council agenda item or approved oral communications subject being discussed.

3. Each person shall limit his or her remarks to three (3) minutes, unless further time is granted by the presiding officer.

4. All remarks shall be addressed to the Council as a whole and not to any single member thereof, or to any individual staff member or member of the public, unless in response to a question from an individual Council member.

5. No question may be asked of a member of the Council or of the City staff without permission of the presiding officer.

Section 2-93. Enforcement of Decorum.

The rules of decorum set forth above shall be enforced in the following manner:

1. **Warning.** The presiding officer shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving two warnings from the presiding officer, a person persists in disturbing the meeting, the presiding officer shall order him or her, to leave the Council meeting. If such person does not remove himself or herself, the presiding officer may order any law enforcement officer who is on duty at the meeting as sergeant-at-arms of the Council to remove that person from the Council chambers.

2. **Removal.** Any law enforcement officer who is serving as sergeant-at-arms of the Council shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the Council meeting any person who is disturbing the proceedings of the Council, as requested by the presiding officer.

3. **Resisting Removal.** Any person who resists removal by the sergeant-at-arms shall be charged with a violation of this section.

4. **Penalty.** Any person who violates any provision of this section shall, pursuant to Section 1-10 be guilty of an infraction.

5. **Adjournment.** If a meeting of the Council is disturbed or disrupted in such a manner as to make infeasible or improbable the restoration of order, the meeting may be adjourned or continued by the presiding officer or a majority of the Council, and any remaining Council business may be considered at the next meeting.”

SECTION 2. Amendment of Code. Section 1-10(b) (General Penalty; Infraction) shall be amended to add violation of this new Division 3 as an infraction.

SECTION 3: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this chapter or part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that any one or more sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4: Effective Date. In accordance with Government Code Section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 5: Certification. The City Clerk shall certify to the passage of this ordinance and shall cause this ordinance to be published and posted in the manner prescribed by law.

PASSED, APPROVED and ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 4th day of June, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Maribel S. Medina, City Attorney

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

I, ELENA G Chavez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the 4th day of June, 2012 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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ADMINISTRATION DEPARTMENT**MEMORANDUM**

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator

DATE: June 4, 2012

SUBJECT: Request for an Extension of the Term of California Housing Finance Agency Loan Agreement

RECOMMENDATION:

It is recommended that the City Council direct the City Administrator to request an extension of the term of California Housing Finance Agency (CHFA) loan agreement (Attachment "A").

BACKGROUND:

The City entered into a loan agreement with the California Housing Finance Agency on August 5, 2002. The original loan amount was \$1,000,000 at a fixed annual interest rate of 3%. The loan matures from 10 years of date of issuance, August 5, 2012. The purpose of this loan was for the City to develop affordable housing for senior citizens in the City. This was successfully achieved through land acquisitions at Park Avenue and Kalisher Street that were ultimately used to develop a combined 98 units of senior housing on these sites.

As of August 22, 2011, the City has an outstanding loan balance of \$912,692. This amount plus accrued interest will be due in full by August 5, 2012. There was a payment of \$500,000 budgeted in the current year's Redevelopment Agency (RDA) Housing budget. We had expected to have another payment of approximately \$440,000 budgeted in Fiscal Year (FY) 2012-13 in order to pay the loan balance in full by the current due date of August 5, 2012.

ANALYSIS:

The estimated payments to be made to CHFA under the extension request are:

June 30, 2012:	\$ 100,000
June 30, 2013:	\$ 200,000
June 30, 2014:	\$ 350,000
December 31, 2014:	\$ 325,000
Total (P&I):	\$ 975,000

Request Extension of California Housing Finance Agency Loans Terms

Page 2

This proposed extension will save the City \$840,000 (\$940,000 currently due to CHFA by August 5, 2012 versus the proposed \$100,000 due) and preserve vital funds the City needs. There are no fees the City will incur related to this extension request. There will be additional interest accrued at a fixed rate of 3% through the final payment date of December 31, 2014. The net effect of this additional interest is estimated to be \$35,000 (\$940,000 currently due by August 5, 2012 versus the proposed total payments of \$975,000 due by December 31, 2014).

As a result of ABX126 the elimination of the Redevelopment Agencies including affordable housing and the Department of Finance ruling that CHFA is not an enforceable obligation, the City is not expected to receive any funds for the payment of this loan that was used to develop 98 units of senior housing.

The effect of this action is that the City will now need to repay this loan from City funds. This will significantly impact the City's cash flow negatively by \$940,000 in FY 2012 and FY 2013 combined, if this loan is not extended. In order to preserve the financial health and ensure the liquidity of the City, we have contacted CHFA to request assistance with this goal. CHFA has expressed their willingness to extend the terms of the current loan agreement in light of the current economic conditions and the demands placed on the City by the State.

CONCLUSION:

Staff recommends the City Council direct the City Administrator to request an extension of the term of CHFA loan agreement which will bring a significant savings to the City in the current FY and FY 2012-13.

BUDGET IMPACT:

As the result of the Department of Finance not considering this loan as an enforceable obligation, the City is now responsible for the repayment. For the General Fund this will have a negative impact of \$100,000 for FY 2011-12. If this extension is not granted, then the City would have a negative impact of \$500,000 in FY 2011-12, if payments are made as planned.

ATTACHMENT:

A. Letter to CHFA Requesting a Loan Extension



CITY OF
San Fernando
Historic & Visionary

ATTACHMENT "A"

June 4, 2012

Denise Clark, Special Programs Manager
California Housing Finance Agency
P.O. Box 4034, MS920
Sacramento, CA 95812-4034

RE: Request to Extend Loan Terms

Dear Ms. Clark:

The City of San Fernando (City) has an outstanding loan balance with the California Housing Finance Agency in the amount of \$912,692 (as of August 22, 2011). The loan is due in full by August 5, 2012. As part of the State of California's FY 2011-12 budget, the State passed AB x1 26, which calls for the elimination of the Redevelopment Agencies in California. The California Supreme Court upheld AB x1 26 in late December 2011, which eliminated all Redevelopment Agencies, effective February 1, 2012.

As a result of this legislation, the City of San Fernando is expected to lose approximately \$5 million of redevelopment revenues. These revenues were expected to be used to repay the California Housing Finance Agency loan among other debt. This take away by the State is in addition to the \$2.2 million the State took from redevelopment funds in FY 2009-10 and an additional \$425K in FY 2010-11.

As a result of the State's forced actions and the negative fiscal impact it will have on the City's financial health, I am respectfully asking for an extension of the current loan due date from August 5, 2012, to December 31, 2014. Your consideration of this request would greatly aid the City in ensuring its long term sustainability and liquidity.

If approved, the City would make the following payments:

- \$100,000 payment on June 30, 2012;
- \$200,000 payment on June 30, 2013;
- \$350,000 payment on June 30, 2014; and
- The balance (loan to be paid in full) by December 31, 2014.

CITY ADMINISTRATION

117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340-2993

PHONE 818.898.1201 • FAX 818.361.7631



Denise Clark, Special Programs Manager
California Housing Finance Agency
June 4, 2012

This payment plan would aid the City and ensure its continuing financial health.

The original funds of \$1,000,000 have been fully utilized for purposes of assisting in the development of affordable housing for senior citizens in the City of San Fernando.

Should you have any questions, please do not hesitate to contact me at 818/898-1202.

Sincerely,

Al Hernandez
City Administrator

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

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

DATE: June 4, 2012

SUBJECT: Pacoima Wash (Including Funding Source)

RECOMMENDATION:

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

BACKGROUND:

1. In January, 2007, the Public Works Department submitted Call for Projects Applications to the Los Angeles County Metropolitan Transportation Authority (Metro) for the San Fernando Pacoima Wash Bike Path and the San Fernando Road Downtown Pedestrian Improvement Projects.
2. In September, 2008, grant funds were approved and programmed in Metro's project database.
3. In September 2009 - 2011, grant funds were extended and Metro re-programmed the funds to be available for use in Fiscal Year (FY) 2016/17.
4. On March 27, 2012, Public Works staff received a notice from Metro requesting cities to submit a financial plan for the matching requirements for the two Call for Projects.
5. On April 11, 2012, the City Council approved the deobligation of grant funds for the San Fernando Road Downtown Pedestrian Improvement Project and directed staff to identify alternative matching grant funds for the San Fernando Pacoima Wash Bike Path project.

Page 2

ANALYSIS:

Project Scope

The Pacoima Wash Bike Path Project consists of the construction of a 1.6 mile, Class I bikeway and pedestrian path along the Pacoima Wash. The project will directly link to other existing and planned bikeways in the City of Los Angeles. The project will include three bridges, five underpasses, and eight access points. It will provide connectivity between Foothill Blvd., the Civic Center, and the existing San Fernando Road Rail Right-of-way Bike Path. It will also provide access to six major cross streets with bicycle facilities at Foothill, Eighth, Seventh, Gloenoaks, Fifth, and Fourth Streets; and rail and bus service and other major destinations, such as the newly built high school, a shopping center, and the Regional Pool Facility. This project implements policy recommendations in Metro's 2006 Bicycle Transportation Strategies Plan.

The project has been awarded \$1,513,000 in grant funds for the design and construction of the project. However, \$982,000 is needed in matching funds per the terms of the grant award for a total project cost of \$2,495,000. The original budget for the project included matching funds from the Redevelopment Agency, which are no longer available.

Matching Funds

In order for Metro to not deobligate grant funds for the project, staff has met with Metro, the Mountains Recreation Conservation Authority (MRCA) and Pacoima Beautiful, who have worked on the project over the last five years to identify alternative matching funds. Through the assistance of the MRCA, they have secured a contribution in the amount of \$100,000 from Los Angeles County Supervisor Zev Yaroslavsky for the project. The MRCA has also committed to provide \$150,000 from their own agency funds for the project. It has also been learned from Metro that the project does need to begin construction until 2016, which will give the city needed time to identify new matching funds.

Recommended Project Strategy

With the additional time available to prepare for the project as confirmed by Metro, staff recommends the following strategy to not deobligate the funds and begin construction of the project in 2016. The attachment provided with this report includes a preliminary estimate for the project and a list of proposed matching funds (Attachment "A"). Metro has already stated that they are receptive to the following plan.

Measure R Funds

Beginning in FY 2012/13, the city would budget Measure R funds over the next four years to provide approximately \$354,000 in matching funds for the project. Measure R funds are typically used for related street projects including street maintenance projects. These funds are also used to address the annual deficit in Fund 27 (Street Lighting). However, with an annual proposed allocation of \$50,000 to \$77,000 for the project shown in the attachment, the impact to street services is expected to be minimal. If the City Council decides to not use Measure R funds, the additional grant funds will be needed as described below.

Pacoima Wash (Including Funding Source)

Page 3

Work with Other Stakeholders

Already in progress, staff will continue to work with the MRCA to secure additional grant funds for the project. Even with the additional committed funds from the MRCA and Supervisor Yaroslavsky, approximately \$378,000 is still needed to construct the full scope of the project. However, due to the community value and regional interest for the project, it is a strong candidate to receive additional grant funding. Potential grant funding sources include the following:

- Caltrans – Bicycle Transportation Account (BTA) – to be awarded mid-2013
- Resources Agency – Prop 84 River Parkways – to be awarded mid-2013
- Resources Agency – Prop 84 Urban Greening – to be awarded spring 2013
- State Parks – Prop 84 Statewide Park Program – to be awarded spring 2013
- Santa Monica Mountains Conservancy – Prop 84 Los Angeles River Watershed-available now
- Safe Routes to Schools-availibility to be determined

Reduce Scope of Project

If after all efforts are exhausted over the next few years and there are still not enough matching funds, the project can either be reduced in scope or constructed in phases as additional funds become available. Under this scenario, a reduced project scope would consist of only basic improvements to make the bike path functional during the day and closed at night. In a later phase when funds become available, lighting could then be installed to also make the bike path accessible during the evening hours. Staff has already analyzed the project under a reduced scope and has determined that with the recent funding support from the MRCA, Supervisor Yaroslavsky, and city Measure R funds the project is feasible under this scenario.

CONCLUSION:

Under the recommended strategy to complete the project, no further action is needed by the City Council other than approval of Measure R funds in FY 2012/13 for the project. The budgeted amount will be included the new FY 2012/13 to be considered by the City Council before the end of the current fiscal year.

BUDGET IMPACT:

None.

ATTACHMENT:

A. Preliminary Estimate and Proposed Matching Funds

PACOIMA WASH PROJECT*
PRELIMINARY ESTIMATE

Item No.	Item Description	Estimate		Unit Price	TOTAL
		Quantity	Unit		
1	Asphalt	2500	TON	\$ 91	\$ 227,500
2	Grading	1		\$ 25,000	\$ 25,000
3	Lighting	60		\$ 12,000	\$ 720,000
4	Fencing	16,896	LF	\$ 27	\$ 456,192
5	Bridges	3		\$ 100,000	\$ 300,000
6	Underpasses	5		\$ 70,000	\$ 350,000
7	Landscaping	1		\$ 100,000	\$ 100,000
8	Engineering & Design	1		\$ 80,000	\$ 80,000
9	Permits	1		\$ 10,000	\$ 10,000
		TOTAL			\$ 2,268,692
10	Contingency @10%				\$ 226,869
		TOTAL PROJECT COST			\$ 2,495,561
		AVAILABLE FUNDS			\$ 2,117,219
		FUNDING GAP			\$ (378,342)

*1.6 Miles/8,448 ft.

PACOIMA WASH BIKE PATH PROJECT
CITY OF SAN FERNANDO
PROPOSED MATCHING FUNDS

PROPOSED CITY MATCHING FUNDS
Measure R

FY 12-13 Allocation (1)	\$	217,000
Expense (2)	\$	160,000
Matching Funds Available	\$	57,000
FY 13-14 Allocation (1)	\$	217,000
Expense (2)	\$	140,000
Matching Funds Available	\$	77,000
FY 14-15 Allocation (1)	\$	217,000
Expense (2)	\$	140,000
Matching Funds Available	\$	77,000
FY 15-16 Allocation (1)	\$	217,000
Expense (2)	\$	145,000
Matching Funds Available	\$	72,000
FY 16-17 Allocation (1)	\$	217,000
Expense (2)	\$	145,781
Matching Funds Available	\$	71,219
TOTAL	\$	354,219

TOTAL PROPOSED FUNDS

METRO	\$	1,513,000
City	\$	354,219
MRCA	\$	150,000
Los Angeles County Supervisor Yaroslavsky	\$	100,000
Current Proposed Funds	\$	2,117,219
Project Cost	\$	2,496,000
Matching Funds Gap	\$	378,781

(1) Assume annual city allocation @ \$217,000

(2) Costs for Lighting Assessment District and some street projects

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

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

DATE: June 4, 2012

SUBJECT: Concession Stands and Local Little Leagues Update

RECOMMENDATION:

It is recommended that the City Council receive and file this update on the City's Park Concession Stands and Local Little Leagues.

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 of 2011, the RCS Operations Manager met with both San Fernando and Santa Rosa Little Leagues 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 of 2012, the RCS Operations Manager has been meeting with the San Fernando National Little League and Santa Rosa Baseball Little League regarding usage of the City facilities for the 2012 season and the creation of a maintenance plan for concession stands.
5. In February of 2012, City staff met with Los Angeles County Department of Public Health Environmental Health (LACDPHEH) to create a final punch list of items to upgrade the concession stands which would allow the leagues to sell/serve prepackaged foods for the 2012 season.

Concession Stands and Local Little Leagues Update

Page 2

6. On March 5, 2012, City Council approved 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.
7. To date, the concession stands at both Las Palmas Park and Pioneer Park have been inspected by the Health Department and received the Letter Grade “A” that allows the leagues to sell/serve prepackaged food items.

ANALYSIS:

Since December of 2011, City Staff has taken several steps to collaborate with the local little league organizations to ensure the 2012 baseball season is successful and uninterrupted. Below are the key highlights:

- Organized league discussions to address corrective measures to ensure long-term success.
- Established a temporary facility-use agreement for leagues to use City park fields.
- Upgraded concession stands to meet LACDPHEH guidelines.
- Assisted leagues to apply for health permits required for operating concession stands during the 2012 season.
- Coordinated opening day events with both leagues to ensure the safety of the public and to reduce the fiscal impact on City resources.
- Finalizing a marketing program agreement that will assist to off-set costs for impact fees and provide funding for concession stand improvements.
- Continued advertising of the leagues in City parks to increase league revenues.

Below are areas in which the City of San Fernando can assist the leagues to reduce expenditures and increase revenues. These areas are based on discussions with the little leagues and the assessment of City resources.

1. Marketing

- Utilize the City RCS Department website, parks offices, and park space
- City special events
- City mailings to schools, businesses, and homes
- Bus shelters and Community Cable Access Channel

2. Fundraising Opportunities

- Identify potential business ventures (e.g. banner marketing program)
- Identify potential grants and sponsorship programs
- Provide administrative and technical assistance to secure grant opportunities

Concession Stands and Local Little Leagues Update

Page 3

3. Revise Facility-use Agreement

- Complete a long-term facility-use agreement
- Evaluate City and league contributions
- Re-evaluate City impact expenses and fees

CONCLUSION:

The Concession Stands and Little Leagues update is provided to City Council to receive and file.

BUDGET IMPACT:

The budget impact cannot be determined at this time until City Council provides feedback and direction on this item.

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator

DATE: June 4, 2012

SUBJECT: Award of Contract for Professional Auditing Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a three-year Contract Agreement, with an option to renew for an additional two years, to Teaman, Ramirez & Smith, Inc. in the amount of \$135,300 to provide professional auditing services; and
- b. Direct the City Administrator to negotiate an Agreement (Attachment “A”) with Teaman, Ramirez & Smith, Inc. to provide professional auditing services and report back with the final Agreement at a future meeting for City Council review and approval.

BACKGROUND:

1. On July 2, 2007, the City entered into a three-year Agreement (July 2, 2007 to March 31, 2010) with Diehl, Evans & Co., LLP (Contract No. 1573) for professional auditing services, with the City reserving the right to extend the term of the contract for two additional one-year terms.
2. In Fiscal Year (FY) 2010-11, the last one-year renewal option of the Agreement with Diehl, Evans & Co., LLP expired and staff determined that it was in the City’s best interest to solicit Requests for Proposals (RFP) from all interested audit firms for the FY 2011-12 audit.
3. On April 10, 2012, staff posted the RFP for Professional Auditing Services (Attachment “B”) on the City’s website and distributed it to interested audit firms.
4. On May 4, 2012, staff conducted the bid opening and received a total of four sealed technical and cost proposals.

Award of Contract for Professional Auditing Services

Page 2

5. On May 18, 2012, all proposals were reviewed by an in-house committee (comprised of the City Administrator, City Treasurer, and Junior Accountant) to ensure that the information requested in the RFP was complete and the respondents satisfied the minimum qualifications. During this review, two firms were disqualified for various reasons.
6. On May 29, 2012 and May 30, 2012, the in-house committee interviewed the two remaining firms.

After careful review by the in-house committee, the firm of Teaman, Ramirez & Smith, Inc. was selected for recommendation to the City Council for approval of a three-year Agreement, with an option to renew for two additional years.

ANALYSIS:

The City had renewed three audit contracts with Diehl, Evans & Co., LLP since 2007. Even though staff was satisfied with the services of Diehl Evans & Co., LLP, after the Agreement expired in FY 2010-11 staff determined that it was in the best interest of the of the City to solicit new requests for proposals.

The following four proposals were received by the City from the following firms:

- Pun & McGeady LLP
- Teaman, Ramirez & Smith, Inc.
- Vasquez & Company LLP
- Simpson & Simpson CPA

Given the nature of the contract, the in-house committee determined that both cost and quality of service were equally important in the selection process.

The table below summarizes the proposals based on their total cost estimates:

Name of Firm	Three-year Cost
Pun & McGeady LLP	\$ 126,000
Teaman, Ramirez & Smith, Inc.	\$ 135,300
Vasquez & Company LLP	\$ 162,000
Simpson & Simpson CPA	\$ 285,336

Award of Contract for Professional Auditing Services

Page 3

The table below shows the cost breakdown of each proposal by fiscal year:

Name of Firm	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14	Three-year Cost
Pun & McGeady LLP	\$ 42,000	\$ 42,000	\$ 42,000	\$ 126,000
Teaman, Ramirez & Smith, Inc.	\$ 44,500	\$ 44,500	\$ 46,300	\$ 135,300
Vasquez & Company LLP	\$ 52,000	\$ 54,000	\$ 56,000	\$ 162,000
Simpson & Simpson CPA	\$ 92,640	\$ 95,112	\$ 97,584	\$ 285,336

The audit proposals were reviewed and ranked by the in-house committee based on: experience; quality of firm personnel; proposed staffing plan; adequacy of the analytical procedures and sampling techniques; potential audit problems; staff interaction throughout the year; and cost.

Although all firms were well qualified Teaman, Ramirez & Smith, Inc. provided the best overall balance of proposed staff, timing interaction with staff, and cost. Staff has received positive feedback from other agencies that have contracted with Teaman, Ramirez & Smith, Inc.. Staff inquiries included audit hours, communications, and accessibility of audit staff.

CONCLUSION:

The in-house committee has analyzed the technical and cost proposals submitted and recommends that the professional services Agreement be awarded to Teaman, Ramirez & Smith, Inc. for a three-year period, with an option to renew for two additional years.

BUDGET IMPACT:

None. Funding for this contract has been included in the FY 2012-13 proposed budget.

ATTACHMENTS:

- A. Draft Professional Services Agreement
- B. Request for Proposals – Professional Auditing Services
- C. Request for Proposals – Professional Auditing Services Rate Comparison

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

This Agreement is entered into this _____ day of _____, 2010 by and between the City of San Fernando ("CITY") and Teaman, Ramirez & Smith, Inc. ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: Professional Audit Services in connection with the years ending on June 30, 2012, 2013, and 2014.

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

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

1. DEFINITIONS

- A. "Scope of Services": Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by this reference.
- 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": July 1, 2012
- D. "Expiration Date": June 30, 2015

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 work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

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

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

3. REPRESENTATIVES

A. CITY Representative. For the purposes of this Agreement, the contract administrator and CITY 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, _____ is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

4. CONSULTANT'S PERSONNEL

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

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

C. 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 subconsultants' 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 17 herein. The City of San Fernando reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. This contract is subject to the annual availability of an appropriation.

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 one-hundred thousand thirty-five, three-hundred dollars (\$135,300) 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.

B. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit 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.

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 working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of San Fernando of the need to extend the retention period. The auditor will be required to make working papers available to

the City of San Fernando or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

10. 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 the CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

11. 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, except for working papers as referenced in Section 9 above, shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

12. 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 or other ordinance, state law or federal statute. CONSULTANT agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONSULTANT executes in connection with the performance of this Agreement.

13. INDEMNIFICATION

A. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. 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 claim, demand, damage, liability, loss, cost or expense. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

C. 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.

14. INSURANCE

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

1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Worker's Compensation insurance as required by the State of California.
4. Professional Liability Insurance [*or Errors and Omissions Insurance*] with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. 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.

C. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may immediately terminate this Agreement.

D. Prior to commencement of work under this Agreement, CONSULTANT shall file with the 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.

E. 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.

F. 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. CONSULTANT will deliver to City the required certificates of insurance and endorsements for the policies as defined in Section 14A. 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.

G. 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.

H. 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.

I. 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 13 of this Agreement.

15. 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.

16. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of seven (7) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17. 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. 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.

18. FORCE MAJEURE

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

19. 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: Al Hernandez
City Administrator
City of San Fernando (CITY)
117 Macneil Street
San Fernando, CA 91340
Telephone: (818) 898-1202
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: _____
Title: _____
Company: _____
Address: _____
Telephone: _____
Facsimile: _____

With a courtesy copy to:

Maribel S. Medina, Counsel
Meyers Nave
633 West Fifth Street, Suite 1700
Los Angeles, CA 90071
Telephone: (213) 626-2906
Facsimile: (213) 626-0215

20. 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.

21. 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.

22. 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.

23. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT. As required by professional standards, the CITY will be required to sign an annual engagement letter outlining audit standards and single audit requirements. A sample letter has been attached as EXHIBIT "D".

24. 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.

25. 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.

26. 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.

27. 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:

CONSULTANT:

Al Hernandez
City Administrator

By: _____

Name:
Title:

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Maribel S. Medina, City Attorney

EXHIBIT "A"**SCOPE OF SERVICES*****A. Scope of the Work to be Performed***

1. The audit firm will perform an audit of all funds of the City of San Fernando. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Officer's Government Auditing Standards (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non Profit Organizations. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Funds and each major fund of the City.
2. The audit firm will conduct a financial and compliance audit of the Successor Agency to the San Fernando Redevelopment Agency. The compliance audit shall include the provisions of laws and regulations identified in the Guidelines for Compliance Audits of California Redevelopment Agencies, issued by the State Controller. The auditors shall prepare GASB 34 compliant component unit financial statements for each year of the engagement.
3. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program,, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
4. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
5. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Administrator.

6. The audit firm will be required to provide special assistance in order to meet requirements of the CSMFO and GFOA programs, including preparing answers to all GFOA and/or CSMFO comments.

B. Auditing Standards to be Followed

To meet the requirements of this contract, the audit shall be performed in accordance with:

1. Generally accepted auditing standards set forth by the American Institute of Certified Public Accountants;
2. The standards applicable to financial audits contained in Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended in 1996; and
4. The provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of San Fernando of the need to extend the retention period. The auditor will be required to make working papers available to the City of San Fernando or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Administrator and City Attorney.

E. Report preparation, editing, printing, binding shall be the responsibility of the auditor as follows:

1. Comprehensive Annual Financial Report (25)
2. Single Audit Report (10)
3. Successor Agency to the San Fernando Redevelopment Agency Financial Statements (10)
4. GANN Limit (5)

5. Section 108 Compliance Review (5)
6. Electronic copy of all Final Statements and each of the reports listed above in Items 1 – 5

DRAFT

EXHIBIT “B”**APPROVED FEE SCHEDULE**

Auditors Standard Hourly Billing Rates			
Position	Fiscal Year 2011/12	Fiscal Year 2012/13	Fiscal Year 2013/14
Partner	\$ 175	\$ 175	\$ 185
Manager	\$ 130	\$ 130	\$ 140
Senior Accountant	\$ 120	\$ 120	\$ 125
Staff Accountant	\$ 90	\$ 90	\$ 95
Clerical	\$ N/A	\$ N/A	\$ N/A

COMPREHENSIVE COST BID			
Description of Services	Cost for Fiscal Year 2011/12	Cost for Fiscal Year 2012/13	Cost for Fiscal Year 2013/14
City Audit and Related Reports	\$ 30,700	\$ 30,700	\$ 31,900
GANN Limit Review Report	\$ 400	\$ 400	\$ 400
Single Audit and Related Reports	\$ 4,500	\$ 4,500	\$ 4,800
Audit on AUP Regarding Section 108 Loan Compliance	\$ 3,500	\$ 3,500	\$ 3,700
Redevelopment Audit and Related Reports	\$ 5,400	\$ 5,400	\$ 5,500
Total for Fiscal Year (not to exceed)	\$ 44,500	\$ 44,500	\$ 46,300

EXHIBIT “C”**PROJECT TIMELINE**

The auditor shall provide all drafts and recommendations for improvements to the City Administrator within a reasonable time period after the last day of field work. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed CAFR, component unit financial statements, Single Audit report and other reports shall be delivered to the City Administrator. This process must be completed and the final products to be delivered by December 1st of each year in order to ensure timely submission to the various reporting agencies.

DRAFT

EXHIBIT “D”

ENGAGEMENT LETTER

To be determined

DRAFT

ATTACHMENT "B"

**CITY OF SAN FERNANDO
REQUEST FOR PROPOSALS
For
PROFESSIONAL AUDITING SERVICES**



PROPOSALS DUE

May 4, 2012, 4:00 p.m.

PROPOSAL SUBMITTAL

1 proposal original

3 proposal copies

DELIVERY ADDRESS

City of San Fernando

c/o City Clerk's Office

117 Macneil St.

San Fernando, CA 91340

Attn: Sonia Garcia, Junior Accountant

QUESTIONS

Al Hernández, City Administrator

(818) 898-1202

CITY OF SAN FERNANDO
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES

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CITY OF SAN FERNANDO
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES

I. INTRODUCTION

A. *General Information*

The City of San Fernando and its component units referred to as the City, is requesting proposals from qualified certified public accountant firms to audit its financial statements for a three-year contract period commencing with fiscal year ending June 30, 2012 through fiscal year ending on June 30, 2014. The contract will include an option to extend the contract period for two one-year periods, at the City's discretion, in addition to performing other financial audits and reviews as specified below. These audits are to be performed in accordance to generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards set forth for financial audits contained in *Government Auditing Standards (most current)* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

There is no expressed or implied obligation for the City of San Fernando to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, one (1) original and three (3) copies of a proposal must be received by the City Clerk, at 117 Macneil Street, San Fernando, CA 91340, by **4:00 P.M. on May 4, 2012**. The City reserves the right to reject any or all proposals submitted, for any reason.

During the evaluation process, the City of San Fernando reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of San Fernando, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of San Fernando and the firm selected.

It is anticipated that a preliminary selection of a firm will be completed by April 27, 2012. Following the preliminary notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **June 4th, 2012** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

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B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of San Fernando reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. This contract is subject to the annual availability of an appropriation

The proposal package shall present all inclusive audit fees for each year of the contract term.

II. NATURE OF SERVICES REQUIRED**A. Scope of the Work to be Performed**

The City of San Fernando desires a Comprehensive Annual Financial Report (CAFR) and its component unit financial statements for the City of San Fernando and the San Fernando Redevelopment Agency (Successor Agency) to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal year ended June 30, 2012 and each of the subsequent years, June 30, 2013, and June 30, 2014, of the audit firm's contract with the City. As it has done in the past, the City is planning on submitting the CAFR to the Government Finance Officers Association (GFOA) for consideration of their Certificate of Achievement for Excellence in Financial Reporting program.

The selected independent auditor will be required to perform the following tasks:

1. The audit firm will perform an audit of all funds of the City of San Fernando. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) *Government Auditing Standards, the provisions of the Single Audit Act of 1984 (as amended in 1996)*, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

The audit firm will conduct a financial and compliance audit of the San Fernando Redevelopment Agency. The compliance audit shall include the provisions of laws and regulations identified in the Guidelines for Compliance Audits of California Redevelopment Agencies, issued by the State Controller. The auditors shall prepare GASB 34 compliant component unit financial statements for each year of the engagement.

2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate

schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Article XIII B annual review of appropriations limit calculations) and render a letter annually to the City regarding compliance.
4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Administrator.
5. The audit firm will be required to provide special assistance in order to meet requirements of the GFOA program, including preparing answers to all GFOA and/or CSMFO comments.
6. Audit of agreed upon procedures (AUP) for a Section 108 loan compliance
7. Compliance reports required of redevelopment agencies that are normally prepared by audit firms.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts, the most recent and relevant standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments, and any recent changes thereto, Governmental Accounting Standards Board (GASB) Pronouncements, and any other guidelines, as applicable. The audit shall result in financial statements in compliance to all required pronouncements including, but not limited to GASB No. 34.

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C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of **seven (7)** years, unless the firm is notified in writing by the City of San Fernando of the need to extend the retention period. The auditor will be required to make working papers available to the City of San Fernando or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Administrator; City Attorney; and the Finance Manager.

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III. DESCRIPTION OF THE GOVERNMENT**A. Background Information**

The City of San Fernando is located in the North San Fernando Valley in the County of Los Angeles and encompasses about 2.42 square miles with a population of 24,450. The City's fiscal year begins on July 1 and ends on June 30.

The City of San Fernando was incorporated on August 31, 1911 as a general law city which operates under the council/city administrator form of government. The city government is divided into seven departments: Administration (Including the Personnel Division), Finance, City Treasurer, Police, Community Development, Public Works, and Recreation and Community Services. Fire and paramedic services are provided by the City of Los Angeles and animal control services are provided by the County of Los Angeles.

The City of San Fernando's overall budget in FY 2011-2012 is \$34.6 million and the general fund is \$16.8 million.

B. Fund Structure

The City of San Fernando uses the following fund types and account groups in its financial reporting:

Number of Individual Funds by Entity		
Fund Type/Account Group	City	Former RDA
General Fund	1	
Special Fund	23	
Debt Service Fund		4
Capital Projects Fund		4
Enterprise Fund	3	
Fiduciary Fund	1	
General Fixed Assets Account Group	1	
General Long-Term Debt Account Group	1	

C. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in the City's financial statements.

The management of the City identified the San Fernando Redevelopment Agency (Successor Agency if applicable) as a component unit (with dissolution as of January 31, 2012) for inclusion in the City's financial statements. This component unit is to be audited as part of the audit of the City's financial statements. The contact person and record location is the same as the primary unit.

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D. Magnitude of Finance Operations

The Finance Department is headed by Joseph Lillio, Senior Accountant and consists of 7 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

<u>Position/Function</u>	<u>Number of Employees</u>
Senior Accountant	1
Junior Accountant	1
Part-Time Cashier	1
Office Specialist	1
Senior Account Clerk (Utility Billing & Business License, Accounts Payable)	2
Senior Account Clerk II (Payroll)	1

E. Computer Systems

The City's computerized systems are run on a Local Area Network (LAN). The City contracts out for information support. The accounting functions are computerized using Tyler Technology/Eden Systems software on a Unix/Windows based. The applications operating on this system are general ledger, accounts payable, business license, payroll, human resources, purchasing, and utility billing.

F. Availability of Prior Reports and Work Papers

White Nelson Diehl Evans LLP conducted the City's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Proposer. The following financial statements were prepared or audited by White Nelson Diehl Evans LLP:

1. City of San Fernando Comprehensive Annual Financial Report
2. A Single Audit Report
3. Component Unit Financial Statements for the San Fernando Redevelopment Agency
4. Audit of agreed upon procedures (AUP) for section 108 loan compliance
5. GANN Limit (Article XIII B annual review of appropriations limit calculations)

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IV. TIME REQUIREMENTS**A. Proposal Calendar**

The following is a list of key dates up to, and including, the date proposals are to be submitted:

<u>Date</u>	<u>Activity</u>
April 10, 2012	Request for Proposal issued
May 4, 2012, 04:00 PM	Due date for proposals
Weeks of May 7 – May 18	Review submitted proposals
Week of May 21	Oral Interviews (conducted at City's discretion)
June 4, 2012	Contract awarded by City Council
End of June 2012	Interim audit conducted

B. Date Audit May Commence

Audit planning, including all necessary planning for the implementation of GASB 34, documentation of systems of internal control and compliance and transaction testing can be completed after contract is awarded. The city usually closes its books and is ready for the audit the second week of September.

C. Date Reports Are Due

The auditor shall provide all drafts and recommendations for improvements to the Finance Director within a reasonable time period after the last day of field work. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed CAFR, component unit financial statements, Single Audit report and other reports shall be delivered to the Finance Manager. This process must be completed and the final products to be delivered by November 30, 2012, but no later than **December 10, 2012**.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**A. Finance Department**

The Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. The Finance Director, Senior Accountant and/or Junior Accountant will be responsible for acting as the liaisons between the audit firm and the accounting personnel.

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B. Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, a computer with access to the general ledger system, and photocopying and FAX machines.

C. Report Preparation

Report preparation, editing, printing, binding shall be the responsibility of the auditor.

1. *Comprehensive Annual Financial Report (20)*
2. *Single Audit Report (10)*
3. *Redevelopment Agency(Successor Agency if applicable) Financial Statements (10)*
4. *Gann Limit*
5. *Electronic copy of Audit of agreed upon procedures (AUP) for section 108 loan compliance*
6. *Electronic copy of all Final Statements and each of the reports listed above in items #1 – 4.*

VI. PROPOSAL REQUIREMENTS**A. General Requirements**

1. Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Al Hernández
City Administrator
117 Macneil Street
San Fernando, CA 91340
(818) 898-1202
ahernandez@sfcity.org

CONTACT WITH PERSONNEL OF THE CITY OTHER THAN THE ABOVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Proposal. One (1) original and Three (3) copies of the Proposal shall be received in the City Clerk's Office of the City of San Fernando **by 4:00 p.m. on May 4, 2012** for a proposal to be considered. The Proposal should address the items listed in sections C and D below.

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The Proposal should be addressed as follows:

City of San Fernando
c/o City Clerk's Office
Attn: Sonia Garcia, Junior Accountant
117 Macneil Street
San Fernando, CA 91340

B. Format for Technical Proposal

1. Title Page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.
3. Signed Transmittal Letter briefly stating the Proposer's understanding of the work to be done; the commitment to perform the work within the time period; and the name(s) of the person(s) authorized to represent the Proposer, title, address, and telephone number.
4. Detailed Proposal following the order set forth in Section C below.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all points outlined in the request for proposals (excluding any cost information which should only be included in the Sealed Dollar Cost Bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. License to Practice in California

An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

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2. *Independence*

The firm should provide an affirmative statement that it is independent of the City of San Fernando as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's *Government Auditing Standards*.

3. *Firm Qualifications and Experience*

The proposal should state the size of the firm, the size of the firm's governmental audit staff, length of the firm's existence, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration. To qualify the firm must have extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Statements in GASB 34 format.

The Proposer should provide the range of activities performed by the local office, e.g., audit, accounting, tax service and/or management consulting services.

The Proposer must provide a list of all current municipal clients.

The Proposer is also required to submit a copy of a report on its most recent external quality control review (peer review), with a statement whether that quality control review included a review of specific government engagements.

The Proposer shall also provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the Proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

4. *Partner, Supervisory and Staff Qualifications and Experience*

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes, indicating whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past (3) three years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

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Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

5. *Similar Engagements with Other Government Entities*

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last three (3) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also please indicate whether the audit was part of a Comprehensive Annual Financial Report prepared in conformance with the GASB 34 requirements. Information should be provided regarding clients that the firm serves that have received the CSMFO and GFOA awards.

Please provide a list of not less than five client references for which services similar to those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name, address and telephone number of the responsible person within the reference's organization. The City reserves the right to contact any or all of the listed references regarding the audit services performed by the Proposer.

6. *Specific Audit Approach*

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II, Nature of Services Required, of this request for proposals. In developing the work plan, reference should be made to such sources of information as City of San Fernando's budget and related materials, organizational charts, manuals, programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation for the engagement;
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement;
- c. Sample size and the extent to which statistical sampling is to be used in this engagement;
- d. Extent of use of EDP software in this engagement;
- e. Type and extent of analytical procedures to be used in this engagement;
- f. Approach to be taken to gain and document an understanding of the City's internal control structure;

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- g. Approach to be taken in determining laws and regulations that will be subject to audit test work; and
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

7. *Identification Anticipated Potential Audit Problems*

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

8. *Warranties*

The proposal should complete and include Attachment "C" as the last section of the Technical Proposal.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.***D. Contents of Cost Proposal*****1. *Total All-Inclusive Maximum Price***

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Attachment A, "AUDIT WORK COST PROPOSAL FORM" and Attachment B, "ESTIMATE OF COST."

2. *Manner of Payment*

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month. All payments will be processed through the scheduled warrant register dates.

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VII. EVALUATION PROCEDURES

A. *Review of Proposals*

City Staff, consisting at a minimum, of the following, will evaluate submitted proposals:

City Administrator
Personnel Manager
Junior Accountant

B. *Evaluation Criteria*

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in California.
- b. The firm has no conflict of interest with regard to any of the work performed by the firm for the City.
- c. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- e. The firm's past experience and performance on comparable government engagements.
- f. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- g. Adequacy of proposed staffing plan for various segments of the engagement.
- h. Thoroughness of approach to conducting the audit of the City and demonstration of the understanding of the objectives and scope of the audit.
- i. Commitment to timeliness in the conduct of the audit and submission of reports.
- j. Maximum fees to conduct the audit.

Attachment A**AUDIT WORK COST PROPOSAL FORM**

Service	2011/12	2012/13	2013/14
City Audit and Related Reports	\$	\$	\$
GANN Limit Review Report	\$	\$	\$
Single Audit and Related Reports	\$	\$	\$
Audit on AUP regarding Section 108 loan compliance	\$	\$	\$
Redevelopment Audit and Related Reports	\$	\$	\$
Total for Fiscal Year (not-to exceed)	\$	\$	\$

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Attachment B**ESTIMATE OF COST**

Name of Firm: _____

Address: _____

Contact Name: _____

Contact Phone #: _____ Fax #: _____

Contact Email: _____

1. Auditor's Standard Billing Rates

Auditors Standard Hourly Billing Rates			
POSITION	2011/12	2012/13	2013/14
Partner	\$	\$	\$
Manager	\$	\$	\$
Senior Accountant	\$	\$	\$
Staff Accountant	\$	\$	\$
Clerical	\$	\$	\$

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Attachment C

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of California Laws with respect to foreign (non-state of California) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrences without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies for this nature in the State of California.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without prior written permission of the City of San Fernando.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official_____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



ATTACHMENT "C"

PROFESSIONAL AUDITING SERVICES RFP – RATE COMPARISON

ALL FISCAL YEARS (2011/12 - 2013/14)

		Fiscal Year	Teaman Ramirez & Smith Inc.	Pun & McGeedy LLP	Vasquez & Co. LLP	Simpson & Simpson CPA
SERVICE	City Audit and Related Reports	11/12	\$30,700	\$20,500	\$35,000	\$42,020
		12/13	\$30,700	\$20,500	\$37,000	\$43,152
		13/14	\$31,900	\$20,500	\$38,700	\$44,284
	GANN Limit Review Report	11/12	\$400	\$2,500	\$300	\$630
		12/13	\$400	\$2,500	\$300	\$646
		13/14	\$400	\$2,500	\$300	\$662
	Single Audit and Related Reports	11/12	\$4,500	\$6,000	\$10,700	\$18,630
		12/13	\$4,500	\$6,000	\$10,700	\$19,116
		13/14	\$4,800	\$6,000	\$11,000	\$19,602
	Audit on AUP Regarding Section 108 Loan Compliance	11/12	\$3,500	\$5,000	\$3,000	\$4,860
		12/13	\$3,500	\$5,000	\$3,000	\$4,988
		13/14	\$3,700	\$5,000	\$3,000	\$5,116
	Redevelopment Audit and Related Reports	11/12	\$5,400	\$8,000	\$3,000	\$26,500
		12/13	\$5,400	\$8,000	\$3,000	\$27,210
		13/14	\$5,500	\$8,000	\$3,000	\$27,920
	Total for Fiscal Year (not to exceed)	11/12	\$44,500	\$42,000	\$52,000	\$92,640
		12/13	\$44,500	\$42,000	\$54,000	\$95,112
		13/14	\$46,300	\$42,000	\$56,000	\$97,584
HOURLY BILLING RATES	Partner	11/12	\$175	\$170	\$250	\$210
		12/13	\$175	\$180	\$257	\$216
		13/14	\$185	\$190	\$264	\$222
	Manager	11/12	\$130	\$150	\$160	\$150
		12/13	\$130	\$160	\$165	\$154
		13/14	\$140	\$170	\$169	\$158
	Senior Accountant	11/12	\$120	\$130	\$140 (Supervisor)	\$110
		12/13	\$120	\$140	\$144 (Supervisor)	\$113
		13/14	\$125	\$150	\$148 (Supervisor)	\$116
	Staff Accountant	11/12	\$90	\$110	\$120 (Sr Auditor)	\$80
		12/13	\$90	\$120	\$123 (Sr Auditor)	\$82
		13/14	\$95	\$130	\$126 (Sr Auditor)	\$84
	Clerical	11/12	NA	\$90	\$100 (Staff Auditor)	-----
		12/13	N/A	\$100	\$103 (Staff Auditor)	-----
		13/14	N/A	\$110	\$107 (Staff Auditor)	-----