



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

## SAN FERNANDO CITY COUNCIL AGENDA

OCTOBER 1, 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 MINUTES OF SEPTEMBER 4, 2012 – REGULAR MEETING**
- 2) **APPROVAL OF WARRANT REGISTER NO. 12-101**

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**3) RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AND EXECUTE A MASTER AGREEMENT AND ALL PROGRAM SUPPLEMENT AGREEMENTS**

Recommend that the City Council:

- a. Authorize the City Administrator to execute a new Master Agreement No. 00377S between an Administering Agency and the State for State funded projects;
- b. Adopt a Resolution approving Program Supplement Agreement No. 0J19 Rev. 000 for Safe Route to School (SRTS) Cycle 7 Project; and
- c. Adopt a Resolution authorizing the City Administrator to approve and execute all Program Supplement Agreements for any future State or Federal funded projects.

**4) ADOPTION OF THREE RESOLUTIONS REQUIRED FOR THE MARCH 5, 2013 GENERAL MUNICIPAL ELECTION**

Recommend that the City Council:

- a. Adopt a Resolution calling for the holding of a General Municipal Election to be held on Tuesday, March 5, 2013, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities;
- b. Adopt a Resolution requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, March 5, 2013; and
- c. Adopt a Resolution consenting to an Election consolidation with the County of Los Angeles, including the Los Angeles Community College District and the Los Angeles Unified School District and ordering that the three seats on the Board of Trustees of the Los Angeles Community College District and the one seat on the Board of Education of the Los Angeles Unified School District appear on the ballot of the General Municipal Election to be held on Tuesday, March 5, 2013.

NEW BUSINESS

**5) ORDINANCE AMENDING ARTICLE II (CABLE COMMUNICATIONS FRANCHISING) OF CHAPTER 86 (TELECOMMUNICATIONS) OF THE SAN FERNANDO CITY CODE IN ACCORDANCE WITH THE DIGITAL INFRASTRUCTURE AND VIDEO COMPETITION ACT OF 2006**

Recommend that the City Council:



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- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of "An Ordinance of the City of San Fernando Amending Article II (Cable Communications Franchising) of Chapter 86 (Telecommunications) of the San Fernando City Code, in accordance with the Digital Infrastructure and Video Competition Act of 2006".

CONTINUED BUSINESS

**6) FISCAL YEAR 2012-13 CITY BUDGET AND STAFF REDUCTIONS**

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

CITY COUNCIL ITEMS

**7) REQUEST FOR BUDGET UPDATE INCLUDING OUTSTANDING DEBTS**

This item is placed on the agenda by Councilmember Sylvia Ballin.

**8) REPORT BY THE CITY TREASURER**

This item is placed on the agenda by Councilmember Sylvia Ballin.

**9) INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL (IT RFP) UPDATE**

This item is placed on the agenda by Councilmember Sylvia Ballin.

STANDING COMMITTEE UPDATES

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



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- No. 5 Education, Parks, Arts, Health and Aging (EPAH)  
*Chair (Vacant)*

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

CLOSED SESSION

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

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

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

(1 case)

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: September 28, 2012 (3:00 p.m.)*



Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**SEPTEMBER 4, 2012 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Brenda Esqueda called the meeting to order at 6:19 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, and Sylvia Ballin

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

Absent: (Vacant)

**PLEDGE OF ALLEGIANCE**

Mayor Esqueda

**PRESENTATION**

The following presentations were made:

- A) RECOGNITION OF MISSION CITY TRANSIT DRIVER
- B) NO TEXTING WHILE DRIVING PROCLAMATION

**APPROVAL OF AGENDA**

Councilmember Ballin requested to move up Item No. 9 on the agenda.

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to approve the agenda and move up Item No. 9 to after Consent Calendar. By consensus, the motion carried.

**Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Irwin Rosenberg (San Fernando Police Officers' Association President) announced that they already lost six positions and have given up \$1.2 million in savings and will not support any further reductions of sworn police personnel and an informal proposal has been submitted to the City Council.

Mauricio Vinan, LA Solution Media, talked about an upcoming taco festival event in October and asked if the City could keep the fees the same as last year's. Recreation and Community Services Operations Manager Ismael Aguila was directed to work with Mr. Vinan.

Margie Carranza said that all cities are facing turmoil and none seem to be blaming their City Councils and she said that Mayor Pro Tem Lopez must stop proclaiming that he is the Mayor.

Sam Beltran asked questions about the Brown Act; talked about the SFPOA not wanting layoffs; and said that Mr. Aszkenazy wants to borrow money from the City and why can't he borrow from Holy Cross Hospital.

Linda Campanella Jauron (resident) said it's a privilege to call San Fernando home and (to clarify) no one has offered anyone cash payments to run for Council nor have they knowingly given out false information.

Danitza Pantoja (resident) thanked the City Attorney for addressing the rules of decorum. She said it was both disturbing and embarrassing as she watched the meeting progress and said we all need to respect each other.

Ralph Perez said he feels blessed to live in a country that has freedom of speech, religion, and constitution and said that the Bible says to love and pray for your enemies.

Patty Lopez said shame on those who are attacking member of the audience, and blamed former Councilmember Mario Hernández for the budget crisis.

Renato Lira said it was time that Councilmembers present themselves at the L.A.U.S.D meetings and begin focusing on the children. He asked when the budget is going to be released so residents can look at the accurate numbers.

Carolina Perez said that Patty Lopez had to hire a lawyer because of remarks made about her by speaker Margie Carranza and she suggested that the Mayor study the Brown Act and how to run meetings.

Ricardo Benitez said the reason Council doesn't have respect, is because they don't give it and instead they talk back to the speakers. If they listened to the stakeholders, it would be a better meeting.

Mario Hernandez, former mayor and councilmember, said that many speak of budget shortfalls and point fingers yet no one has come forward with suggestions such as a vacancy tax. He

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talked about his financial experience, and how he managed his former employer's newspaper financials, properties, receivables and investments. He told Councilmembers Ballin and Lopez to work with the BPF Committee to help bring the City back to its financial stability

Councilmember De La Torre asked to make various points of clarification because a lot of comments made by the public are untrue: 1) she has never brought residents (or asked them come to meetings) for the purpose of attacking other residents/Councilmembers; 2) Mayor Pro Tem Lopez made the motion regarding the water rate increase; 3) said the budget is a public document (available to everyone); 4) said that individuals need to educate themselves on the processes; and 5) as a 12- year Councilmember, it is her responsibility to educate the community on what the facts are and the lies being spread.

Mayor Esqueda stated, that for the record, the rumor regarding she and Councilmember De La Torre trying to find someone to fill former Councilmember Hernández' seat is 100% false.

**CONSENT CALENDAR**

Councilmember De La Torre pulled Item No.s 2 and 3 for further discussion.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to approve the remaining Consent Calendar Items:

- 1) APPROVAL OF MINUTES OF JULY 2, 2012
- 4) ADOPTION OF ORDINANCE NO. 1622 – ESTABLISHING A WATER CONSERVATION AND BUILDING SAFETY PROGRAM
- 5) ADOPTION OF ORDINANCE NO. 1623 – REGULATING SMOKING IN OUTDOOR PLACES
- 6) FINANCIAL STATEMENT – MAY 2012

By consensus, the motion carried.

**Items Removed for Further Discussion:**

- 2) APPROVAL OF WARRANT REGISTER NO.S 12-082 AND 12-091

Councilmember De La Torre inquired about various payments including one for temporary employment services and said that since we are discussing furloughs and layoffs, the City should not be contracting for temporary services.

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Regarding a \$1,500 payment for music for the JC Penney rally, she said it should have been brought up as a budget resolution (as a Councilmember, she was not told that the City would be paying for the music).

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to approve Warrant Register No.s 12-082 and 12-091. The motion carried with the following vote:

AYES:	Ballin, Lopez, Esqueda – 3
NOES:	De La Torre – 1
ABSENT:	None

Councilmember De La Torre Maribel said that, for the record, she wanted to state why she was in opposition – she was not satisfied with the explanation from the City Administrator or City Attorney regarding payment for the JC Penney Rally.

3) **ADOPTION OF RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS APPLYING TO POLICE OFFICERS AND SERGEANTS HIRED ON OR AFTER SEPTEMBER 10, 2012**

Personnel Manager Michael Okafor replied to Councilmember De La Torre's question pertaining to the effective date of the Resolution. She requested that, in the future, the agenda reports provide clearer information.

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

- a. Adopt Resolution for Employer Paid Member Contributions that will apply to all police officers and sergeants hired on or after September 10, 2012; and
- b. Report the paid contributions as tax-deferred in accordance with IRS stipulations.

By consensus, the motion carried.

## **NEW BUSINESS**

*By consensus, Item No. 15 was moved up on the agenda.*

9) **BROWN ACT DISCUSSION**

City Atty. Medina explained that this item was placed on the agenda to review and discuss the City Council Procedural Manual in an effort to clarify concerns raised regarding Brown Act guidelines.

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Discussion ensued and she replied to various questions from the Councilmembers. She stated that the Brown Act sets the floor, not necessary the ceiling, but it's good practice to set rules to be applied consistently to everyone and so that members of the community know what they are.

This was an information item only – no action taken.

7) **CO-SPONSORSHIP OF THE FIRST ANNUAL NORTHEAST VALLEY DIABETES EXPO AND AUTHORIZATION FOR USE OF THE CITY SEAL**

Recreation and Community Services Operations Manager Aguila presented the staff report.

Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to:

- a. Approve City co-sponsorship of the First Annual Northeast Valley Diabetes Expo with Valley Care Community Consortium (VCCC); and
- b. Approve the use of the City logo on VCCC media print material.

By consensus, the motion carried.

8) **FILLING CITY COUNCIL VACANCY**

City Attorney Medina presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember De La Torre to adopt a Resolution adopting a process to fill the vacancy created by the resignation of former City Councilmember Hernández. There being no second, the motion failed.

City Attorney Medina explained that, from a legal point, there are no legal ramifications for failing to adopt this resolution since the outcome will be the same next March.

No action was taken.

**CITY COUNCIL ITEMS**

10) **STANDING COMMITTEES APPOINTEES**

Mayor Esqueda presented the staff report, and discussed her changes to the Standing Committees.

By consensus, Councilmembers agreed.

**Page 6****STANDING COMMITTEE UPDATES****No. 1 Budget, Personnel and Finance (BPF)**

Councilmember De La Torre – no updates.

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

Councilmember De La Torre – no updates.

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

Councilmember Ballin – no updates.

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

Mayor Pro Tem Lopez – No updates.

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

Mayor Esqueda – No updates.

**STAFF COMMUNICATION**

City Administrator Hernández talked about the earlier speaker's request for fee waivers pertaining to an October taco festival event.

Mayor Esqueda said that Council was more than fair the last time he requested that fees be waived and she pointed out that the San Fernando Mall merchants have nothing to do with his proposed event.

City Planner Fred Ramirez gave an update regarding California State University, Northridge students that will be working on a design project in the community regarding sidewalks and parkway improvements.

Public Works Director Ron Ruiz requested to agendize the street maintenance budget issues on both the PVTT and BPF Standing committees.

Recreation and Community Services Operations Manager Aguila reported that the summer swim season is officially over and thanked Councilmembers, staff, and the community for their support.

**SAN FERNANDO CITY COUNCIL****MINUTES – September 4, 2012****Page 7****GENERAL COUNCIL COMMENTS**

Councilmember Ballin said that she attended two of the summer JAM sessions and they were a wonderful experience. She would like to work with the City Administrator and send a letter of thanks to the sponsors and invite them to return.

Mayor Esqueda: 1) attended the concert in the park celebrating the City's 101 birthday; 2) asked to recognize (at our next meeting) the Mission City Transit driver for his awesome service; and 3) thanked State Farm for the event they put on with the PUC schools.

**RECESS TO SUCCESSOR AGENCY MEETING (8:33 P.M.)****RECONVENE AND RECESS TO CLOSED SESSION (8:49 P.M.)**

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

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

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

No reportable action. No motions.

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

(1 case)

No reportable action. No motions.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of September 4, 2012 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk

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## **FINANCE DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers

**FROM:** Al Hernández, City Administrator/Deputy Finance Director

**DATE:** October 1, 2012

**SUBJECT:** Warrant Register

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#### **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. 12-101****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/  
WARRANT REGISTER NO. 12-101****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 1<sup>st</sup> day of October, 2012.

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Brenda Esqueda, Mayor

**ATTEST:**

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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 1<sup>st</sup> day of October 1, 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

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09/24/2012

2:41:01PM

## Voucher List

CITY OF SAN FERNANDO

Page:

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99465	10/1/2012	100015 A.V. TROPHY & UNIFORM	91212		SUMMER 2012 YOUTH BASKETBALL TF 17-420-1328-4300	1,427.34
					<b>Total :</b>	<b>1,427.34</b>
99466	10/1/2012	100043 ABLE RIBBON TECHNOLOGY INC	180632		HP8100 CARTRIDGES	
					70-382-0000-4300	113.23
					72-360-0000-4300	113.23
					73-350-0000-4300	113.24
					<b>Total :</b>	<b>339.70</b>
99467	10/1/2012	100067 ADVANCE DIRECT MAIL	9072012		UTILITY BILLING MAILING - SEPT BILLS	
					70-382-0000-4300	90.38
					72-360-0000-4300	90.38
					73-350-0000-4300	90.37
					<b>Total :</b>	<b>271.13</b>
99468	10/1/2012	100070 ADVANCED ELECTRONICS INC.	0118565-IN		TWO WAY RADIO , SP EQUIPMENT ANI 01-222-0000-4260	2,190.21
					<b>Total :</b>	<b>2,190.21</b>
99469	10/1/2012	100074 AEGIS COMPUTERS INC.	207861		COMP MAINT - 06/11 - 06/15 (63.50HRS)	
					01-190-0241-4260	2,827.50
					01-190-0420-4260	390.00
					01-222-0000-4260	650.00
					01-190-0381-4260	260.00
			207862		COMP MAINT - 06/18 - 06/22 (63.50HRS)	
					01-190-0241-4260	2,827.50
					01-190-0420-4260	390.00
					01-222-0000-4260	650.00
					01-190-0381-4260	260.00
			207863		COMP MAINT - 06/25 - 06/29 (66.50HRS)	
					01-190-0241-4260	2,632.50
					01-190-0420-4260	260.00
					01-222-0000-4260	1,235.00
					01-190-0310-4260	195.00
			207864		COMP MAINT - 07/02 - 07/06 (56.50HRS)	

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09/24/2012

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## Voucher List

CITY OF SAN FERNANDO

Page:

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99469	10/1/2012	100074 AEGIS COMPUTERS INC.	(Continued)		01-190-0241-4260	2,502.50
					01-190-0420-4260	390.00
					01-222-0000-4260	520.00
					01-190-0381-4260	260.00
			207865		WEB DESIGN/SUPPORT & WEBSITE SE	
					01-190-0241-4260	930.00
					<b>Total :</b>	<b>17,180.00</b>
99470	10/1/2012	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES	
					01-310-0000-4220	48.97
					72-360-0000-4220	24.45
					01-105-0000-4220	30.40
					01-101-0113-4220	88.70
					01-101-0109-4220	32.10
					<b>Total :</b>	<b>224.62</b>
99471	10/1/2012	100143 ALONSO, SERGIO	AUG 2012		MARIACHI MASTER APPRENTICE PRO	
					10-424-3678-4260	1,650.00
					<b>Total :</b>	<b>1,650.00</b>
99472	10/1/2012	100164 AMERICAN PLANNING ASSOCIATION	144992-1256		ANNUAL APA PLANNING ADVISORY SE	
					01-150-0000-4380	795.00
					<b>Total :</b>	<b>795.00</b>
99473	10/1/2012	100222 ARROYO BUILDING MATERIALS, INC	95360		SIDEWALK REPAIR - 1600 SEVENTH	
					15-310-0866-4600	160.98
			95364		SIDEWALK REPAIR - 1600 SEVENTH	
					15-310-0866-4600	160.98
			95510		SIDEWALK REPAIR - 1600 PICO @ COR	
					70-383-0000-4260	87.00
			96013		SIDEWALK REPAIR - 519 HARDING	
					15-310-0866-4600	160.98
			96021		SIDEWALK REPAIR - 519 HARDING	
					15-310-0866-4600	128.36
					<b>Total :</b>	<b>698.30</b>

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vchlist 09/24/2012 2:41:01PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99474	10/1/2012	100409 BOTACH TACTICAL	88658		MISC ITEMS FOR SHOOTING RANGE 01-222-0000-4320	904.26
					<b>Total :</b>	<b>904.26</b>
99475	10/1/2012	100466 CACEO	2012CACEO R.A.		CERTIFICATION EXAM FEE 01-152-0000-4380	125.00
			2012CACEO R.G.		CERTIFICATION EXAM FEE 01-152-0000-4380	125.00
			4446353		REQUIRED MEMBERSHIP DUES & SEM 01-152-0000-4370	140.00
					<b>Total :</b>	<b>390.00</b>
99476	10/1/2012	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	925977		DOJ LIVESCAN FINGERPRINTING - AUGUST 01-222-3721-4260	3,493.00
					<b>Total :</b>	<b>3,493.00</b>
99477	10/1/2012	100561 CALIFORNIA MUNICIPAL	4072711		2012-13 ORGANIZATION ACTIVE DUES 01-102-0000-4370	155.00
					<b>Total :</b>	<b>155.00</b>
99478	10/1/2012	100576 CALIFORNIA REDEVELOPMENT ASSOCIATION	0053		CRA WEBINAR REG. ADMIN HOUSING 94-105-0000-4360	95.00
					<b>Total :</b>	<b>95.00</b>
99479	10/1/2012	100735 COASTAL AIR	14055		A/C SERVICE @ 1211 FIRST 01-390-0456-4330	185.00
			14172		A/C SERVICE @ 501 FIRST TRAILER 01-390-0450-4330	1,425.00
			14179		A/C SERVICE NEXT TO REC PARK GYM 01-390-0410-4330	635.00
			14202		A/C SERVICE @ ORTEGA PARK 01-390-7500-4330	180.00
			14203		A/C SERVICE @ REC PARK GYM 01-390-0410-4330	485.00
					<b>Total :</b>	<b>2,910.00</b>
99480	10/1/2012	100805 COOPER HARDWARE INC.	85978		SUN/SHADE HAT - SAFETY GEAR	

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vchlist 09/24/2012 2:41:01PM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99480	10/1/2012	100805 COOPER HARDWARE INC.	(Continued)		70-384-0000-4310	10.85
			85989		CAST IRON TREE GATE REMOVAL 01-346-0000-4320	39.98
			85999		SPARE VEHICLE KEYS 70-383-0000-4400	5.71
					<b>Total :</b>	<b>56.54</b>
99481	10/1/2012	100979 DOCTOR DIESEL	12-383		PD FUEL TANK MAINT 01-320-0000-4260	497.50
					<b>Total :</b>	<b>497.50</b>
99482	10/1/2012	101024 ECONOMIC ALLIANCE OF THE	699		MEMBERSHIP DUES FY 12/13 01-190-0000-4380	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
99483	10/1/2012	101032 E.H. WACHS COMPANY	INV075459		VALVE TRUCK REPAIR 70-383-0000-4320	143.96
					<b>Total :</b>	<b>143.96</b>
99484	10/1/2012	101089 ESCOBAR, MARCO	091112		PREPAID GRATUITIES FOR NEW MEXICO 04-2383	900.00
					<b>Total :</b>	<b>900.00</b>
99485	10/1/2012	101089 ESCOBAR, MARCO	091012		L P SENIOR PETTY CASH REIMB. 04-2380	271.88
			091012-1		L P SENIOR PETTY CASH REIMB. 04-2380	205.29
			091112-2		L P SENIOR PETTY CASH REIMB. 04-2380	46.68
					<b>Total :</b>	<b>523.85</b>
99486	10/1/2012	101140 FAR WEST CHARTERS	080312		BALANCE ON SENIORS LAS VEGAS TRIP 04-2380	7,476.00
					<b>Total :</b>	<b>7,476.00</b>
99487	10/1/2012	101173 WRIGHT EXPRESS FSC	30477640		FUEL FOR FLEET 29-335-0000-4402	234.75

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99487	10/1/2012	101173 WRIGHT EXPRESS FSC	(Continued)			
					70-381-0000-4402	27.96
					70-382-0000-4402	138.78
					70-383-0000-4402	952.56
					70-384-0000-4402	381.66
					72-360-0000-4402	570.42
					73-350-0000-4402	139.37
					01-320-0152-4402	438.18
					01-320-0221-4402	177.16
					01-320-0222-4402	140.77
					01-320-0224-4402	1,196.88
					01-320-0225-4402	7,156.13
					01-320-0226-4402	2.00
					01-320-0228-4402	475.81
					01-320-0311-4402	1,520.95
					01-320-0312-4402	2.00
					01-320-0320-4402	137.39
					01-320-0346-4402	122.38
					01-320-0370-4402	845.59
					01-320-0371-4402	123.54
					01-320-0390-4402	1,655.90
					01-320-0420-4402	54.02
					07-313-3630-4402	1,689.38
					27-344-0000-4402	139.06
					<b>Total :</b>	<b>18,322.64</b>
99488	10/1/2012	101302 VERIZON	8181811070		POLICE PAGING	
					01-222-0000-4220	44.97
			8181811111		MUSIC CHANNEL	
					01-190-0000-4220	44.97
			8181811126		RADIO REPEATER	
					01-222-0000-4220	44.45
			8181811136		RADIO REPEATER	
					01-222-0000-4220	44.45
			8181811380		MWD METER	
					70-384-0000-4220	48.89
			8181973209		PARKS MAJOR PHONE LINES	

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99488	10/1/2012	101302 VERIZON	(Continued)			
					01-420-0000-4220	1,419.26
			8181973210		PD MAJOR PHONE LINES	
					01-222-0000-4220	2,618.18
			8181973211		PHONE BILL	
					01-190-0000-4220	2,286.21
			8181990351		PAC 50 TO SHERRIFFS	
					01-222-0000-4220	502.44
			8183610901		SEWER FLOW MONITOR	
					72-360-0000-4220	44.20
			8183613958		CNG STATION	
					01-320-3661-4220	38.55
			8188315002		PD SPECIAL PROBLEMS	
					01-222-0000-4220	38.42
			8188377174		PD SPECIAL PROBLEMS	
					01-222-0000-4220	22.13
			8188381841		ENGINEERING FAX MODEM	
					01-310-0000-4220	27.86
			8188981293		CITY YARD MAJOR PHONE LINES	
					70-384-0000-4220	688.48
					<b>Total :</b>	<b>7,913.46</b>
99489	10/1/2012	101427 H.C. STROUD	10597		CIRCULATION WATER HEATER PUMP F	
					01-390-0222-4300	195.12
					<b>Total :</b>	<b>195.12</b>
99490	10/1/2012	101528 THE HOME DEPOT CRC, ACCT#603532202490	1092174		REPLACE PULL DOWN SHADES IN BO	
					01-390-0222-4300	96.65
			80155		PD OVEN INSTALL	
					01-390-0222-4300	31.80
			9020115		REC PARK MAINT SUPPLIES	
					01-390-0410-4300	64.07
			9020117		PD REPAIRS	
					01-390-0222-4300	10.83
			9020119		ORTEGA PARK WEED CONTROL	
					01-390-7500-4300	237.08
			9564972		DIGITAL THERMOMETER & MOTOR PU	

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99490	10/1/2012	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)			01-430-0000-4300	125.55
					<b>Total :</b>	<b>565.98</b>
99491	10/1/2012	101599 IMAGE 2000 CORPORATION	VN280409		TOSH 450 AND 4511 USAGE	493.76
			VN280411		01-420-0000-4260	180.00
					TOSHIBA 5500C CONTRACT OVERAGE	673.76
					10-420-1371-4260	
					<b>Total :</b>	<b>673.76</b>
99492	10/1/2012	101647 INTERSTATE BATTERY	30568751		BATTERIES FOR FLEET	166.28
					01-1215	166.28
					<b>Total :</b>	<b>166.28</b>
99493	10/1/2012	101649 INTER VALLEY POOL SUPPLY, INC	46372		POOL CHEMICALS	1,938.47
					01-430-0000-4300	1,938.47
					<b>Total :</b>	<b>1,938.47</b>
99494	10/1/2012	101700 JAMES RESTAURANT	42		PRISONER MEALS - AUG 2012	1,595.00
					01-225-0000-4350	1,595.00
					<b>Total :</b>	<b>1,595.00</b>
99495	10/1/2012	101848 LANGUAGE LINE SERVICES	3001946		TRANSLATION SERVICES	8.33
					01-222-0000-4260	8.33
					<b>Total :</b>	<b>8.33</b>
99496	10/1/2012	101946 LORMAN EDUCATION	2671269-1		PUBLIC CONTRACTS & PROCUREMENT	339.00
					01-420-0000-4300	339.00
					<b>Total :</b>	<b>339.00</b>
99497	10/1/2012	102003 LOS ANGELES COUNTY	RE-PW-12082100825		INDUSTRIAL WASTE SERVICES - JUNE	6,178.71
					72-360-0000-4430	6,178.71
					<b>Total :</b>	<b>6,178.71</b>
99498	10/1/2012	102148 METROPOLITAN WATER DISTRICT	7453		FULL SERVICE & CAPACITY CHARGE	42,704.73
					70-384-0000-4450	42,704.73
					<b>Total :</b>	<b>42,704.73</b>

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99499	10/1/2012	102226 MISSION LINEN & UNIFORM	340676721		LAUNDRY	135.80
			340677456		01-225-0000-4350	140.19
			340678462		LAUNDRY	116.29
			340679128		01-225-0000-4350	148.16
					01-225-0000-4350	540.44
					<b>Total :</b>	<b>540.44</b>
99500	10/1/2012	102277 MOTOROLA	78209361		NICE SERVICE AGREEMENT - OCT 201	521.54
					01-222-0000-4260	521.54
					<b>Total :</b>	<b>521.54</b>
99501	10/1/2012	102307 HI WAY SAFETY RENTALS, INC.	132209		REFLECTIVE SAFETY TAPE	153.76
					72-360-0000-4320	153.76
					<b>Total :</b>	<b>153.76</b>
99502	10/1/2012	102410 NORTHRIDGE HOSPITAL MEDICAL	301406336		SART EXAM	730.00
					01-224-0000-4270	730.00
					<b>Total :</b>	<b>730.00</b>
99503	10/1/2012	102432 OFFICE DEPOT	1493189639		AFTER SCHOOL PROGRAM SUPPLIES	367.73
			1493912124		10-420-1371-4300	146.54
			1500165750		AFTER SCHOOL PROGRAM SUPPLIES	32.80
			1502351161		10-420-1371-4300	108.35
					HANGING FOLDERS, ETC	30.12
					01-222-0000-4300	242.48
					LP PARK OFFICE SUPPLIES	194.76
					01-420-0000-4300	122.77
					10-420-1371-4300	
					LAPTOP BAG CARD	
					10-420-1371-4300	
			603800299001		COPY PAPER, FAX TONER, ETC	
			609215269001		01-424-0000-4300	
					COPY PAPER, PAPER FASTENERS	
					01-424-0000-4300	

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99503	10/1/2012	102432 OFFICE DEPOT	(Continued) 614629684001		HEAVY WEIGHT PAPER 01-424-0000-4300	226.06
			615659750001		HP TONER, PENS, FILES, FOLDERS, RI 01-424-0000-4430	1,697.62
			615659751001		TONER 01-424-0000-4430	66.45
			615659752001		HIGHLIGHTERS 01-424-0000-4430	2.11
			617230630001		TONER 01-430-0000-4300	251.81
			617230631001		TONER & TAPE 01-430-0000-4300	90.01
					<b>Total :</b>	<b>3,579.61</b>
99504	10/1/2012	102533 PACIFIC COAST TOOL & SUPPLY	0111568-00		TAPPING MACHINE AIR GUN REPAIR 70-383-0000-4320	1,047.50
					<b>Total :</b>	<b>1,047.50</b>
99505	10/1/2012	102666 PREFERRED DELIVERY SYSTEMS INC	549-38		COURIER SERVICE 01-222-0000-4260	103.00
					<b>Total :</b>	<b>103.00</b>
99506	10/1/2012	102688 PROFESSIONAL PRINTING CENTERS	22414		EMERGENCY PROTECTION ORDER FC 01-222-0000-4300	151.16
			22489		REQUEST FOR TIME OFF FORMS 01-222-0000-4300	48.94
					<b>Total :</b>	<b>200.10</b>
99507	10/1/2012	102848 RICHARDS, WATSON & GERSHON	184930		LEGAL SERVICES 01-110-0000-4270	184.50
			184932		LEGAL SERVICES 98-110-0000-4270	2,187.35
			184935		LEGAL SERVICES 98-110-0092-4270	2,026.82
					98-110-0094-4270	2,026.81
			185090		LEGAL SERVICES	

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99507	10/1/2012	102848 RICHARDS, WATSON & GERSHON	(Continued)		01-110-0000-4270	3,274.48
					70-110-0000-4270	944.00
					72-110-0000-4270	160.00
					98-110-0092-4270	40.00
					98-110-0094-4270	40.00
					<b>Total :</b>	<b>10,883.96</b>
99508	10/1/2012	102889 RODRIGUEZ, MARIO	JULY 2012		COMMISSIONER'S REIMBURSEMENT 01-150-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
99509	10/1/2012	102929 ROYAL PAPER CORPORATION	4322929		DISINFECTANT 01-390-7500-4300	50.00
					01-390-0410-4300	51.68
					<b>Total :</b>	<b>101.68</b>
99510	10/1/2012	102930 ROYAL WHOLESALE ELECTRIC	8901-671410		BALLASTS FOR REC PARK & PARK AVE 01-390-0410-4300	239.25
					<b>Total :</b>	<b>239.25</b>
99511	10/1/2012	102965 SCMAF	580		BASKETBALL CERT KITS 17-420-1328-4300	180.00
					<b>Total :</b>	<b>180.00</b>
99512	10/1/2012	103010 SAM'S CLUB DIRECT, #0402465855179	1821		CONCERT REC PARK HOSPITALITY 01-424-0000-4300	69.43
					<b>Total :</b>	<b>69.43</b>
99513	10/1/2012	103029 SAN FERNANDO, CITY OF	11872-11891		REIMBURSEMENT TO WORKERS COM 06-190-0000-4810	2,640.99
					<b>Total :</b>	<b>2,640.99</b>
99514	10/1/2012	103050 SAN FERNANDO PET HOSPITAL	090612		K9 ILL-MEDS, TEST & HOSPITALIZATIO 01-225-0000-4270	644.63
					<b>Total :</b>	<b>644.63</b>
99515	10/1/2012	103057 SAN FERNANDO VALLEY SUN	8339		NOTICE OF ELECTION	

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99524	10/1/2012	103445 103445 UNDERGROUND SERVICE ALERT	(Continued)			<b>Total : 49.50</b>
99525	10/1/2012	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE 70-382-0000-4300 72-360-0000-4300 73-350-0000-4300	375.66 375.66 375.67
					<b>Total :</b>	<b>1,126.99</b>
99526	10/1/2012	103534 VALLEY LOCKSMITH	12911		TUBULAR LOCKS FOR BINS - WA8196	
			12912		70-383-0000-4400 KEY TAGS 01-1215	244.68 85.91
					<b>Total :</b>	<b>330.59</b>
99527	10/1/2012	103538 VALLEY OCCMED CENTER, INC.	109612		DMV PHYSICAL 01-106-0000-4270	50.00
					<b>Total :</b>	<b>50.00</b>
99528	10/1/2012	103542 VALLEY SPORTS OFFICIALS	853		(44) YOUTH T-BALL JERSEY & HAT COM 17-420-1328-4300	1,006.52
					<b>Total :</b>	<b>1,006.52</b>
99529	10/1/2012	103603 VULCAN MATERIALS COMPANY	138791		ROAD BASE 13-311-0301-4300	1,032.46
					<b>Total :</b>	<b>1,032.46</b>
99530	10/1/2012	103648 CITY OF SAN FERNANDO	081212		AUG EVENT SUPPORT FROM PW - 08/1 04-2359	176.88
			082612		AUG EVENT SUPPORT FROM PW - 08/2 04-2359	176.88
					<b>Total :</b>	<b>353.76</b>
99531	10/1/2012	103738 YOSEF AMZALAG SUPPLY	12014310		ADAPTERS, BUSHINGS, COUPLINGS & 70-383-0301-4300	32.91
			12014338		BUSHING & PVC PRO SPAN COUPLING 70-383-0301-4300	14.61
			12016410		IRRIGATION REPAIR @ LP PARK 01-390-0460-4300	38.04

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99531	10/1/2012	103738 YOSEF AMZALAG SUPPLY	(Continued) 12016820		IRRIGATION REPAIR @ ORTEGA PARK 01-390-7500-4300	126.74
			12016874		IRRIGATION REPAIR @ PIONEER PARK 01-390-0410-4300	23.19
			12017309		MISC PIPE 01-430-0000-4300	162.39
			12017615		MISC PIPES 01-430-0000-4300	50.77
					<b>Total :</b>	<b>448.65</b>
99532	10/1/2012	103752 ZUMAR INDUSTRIES, INC.	0140361		STREET NAME SIGN REPLACEMENT 13-370-0301-4300	267.53
					<b>Total :</b>	<b>267.53</b>
99533	10/1/2012	103851 EVERSOF, INC.	R1143739		SOFTNER FOR WELL 2A 70-384-0000-4260	64.86
			R1143740		SOFTNER FOR WELL 4A 70-384-0000-4260	129.27
					<b>Total :</b>	<b>194.13</b>
99534	10/1/2012	103903 TIME WARNER CABLE	8448200540028882		CABLE/INTERNET - 09/13/12 - 10/12/12 01-420-0000-4260	117.40
			8448300070189011		INTERNET SERVICE 09/12/12 - 10/11/12 01-190-0000-4220	1,104.75
					<b>Total :</b>	<b>1,222.15</b>
99535	10/1/2012	103948 CDW GOVERNMENT, INC.	P794450		WIFI CONNECTION FOR PD 01-222-0000-4300	637.80
					<b>Total :</b>	<b>637.80</b>
99536	10/1/2012	887270 AMERICAN TRANSPORTATION SYSTEM	42149		TRANSPORTATION SERVICES TO NEW 10-424-3678-4260	7,135.65
					<b>Total :</b>	<b>7,135.65</b>
99537	10/1/2012	887441 EWING IRRIGATION	5309272		IRRIGATION SUPPLIES FOR PIONEER 01-390-0410-4300	595.23

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99548	10/1/2012	888800 BUSINESS CARD	081612		CONFERENCE REGISTRATION - CITY	
			081612		01-105-0000-4370	60.00
			083112		MEMBERSHIP DUES	
			090112		01-105-0000-4380	55.00
			091012		MISC CHARGES	
					01-190-0000-4435	20.86
					ANNUAL MEMBERSHIP FEE	
					01-190-0000-4435	18.00
					TICKETS - DAY CAMP YOUTH VOLUNTI	
					04-2391	2,218.00
					<b>Total :</b>	<b>2,371.86</b>
99549	10/1/2012	888921 REGISTRAR-RECORDER/COUNTY CLER	13-4008		SIGNATURE VERIFICATION - BRENDA I	
			13-4009		01-116-0935-4270	3,111.60
			13-4010		SIGNATURE VERIFICATION - MARIBEL	
					01-116-0935-4270	3,085.56
					SIGNATURE VERIFICATION - MARIO F	
					01-116-0935-4270	3,074.18
					<b>Total :</b>	<b>9,271.34</b>
99550	10/1/2012	889043 ALADIN JUMPERS	072812		JUMPER RENTAL	
					17-420-1397-4260	225.00
					<b>Total :</b>	<b>225.00</b>
99551	10/1/2012	889114 SEVEN ELK RANCH DESIGN, INC	1965		CONSULTING FEES - JULY 2012	
					01-310-0000-4270	725.00
					<b>Total :</b>	<b>725.00</b>
99552	10/1/2012	889118 LDI COLOR TOOLBOX	175400		COPIER AGREEMENT - 08/07/12 - 09/07	
					01-222-0000-4260	289.86
					<b>Total :</b>	<b>289.86</b>
99553	10/1/2012	889187 USA MOBILITY WIRELESS, INC	V7954833I		PAGERS	
					01-190-0000-4220	61.06
					<b>Total :</b>	<b>61.06</b>
99554	10/1/2012	889328 FIRST TRANSIT, INC.	10716930		MCT - AUG 2012	

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99554	10/1/2012	889328 FIRST TRANSIT, INC.	(Continued)		07-440-0442-4260	41,988.10
					<b>Total :</b>	<b>41,988.10</b>
99555	10/1/2012	889457 NATIONAL METER & AUTOMATION	S1040766.001		2" WATER METER SUPPLIES	
					70-383-0700-4600	4,779.54
					<b>Total :</b>	<b>4,779.54</b>
99556	10/1/2012	889500 KNORR SYSTEMS, INC	S1139915		CONTROLLER PROBES	
					01-430-0000-4300	618.25
					<b>Total :</b>	<b>618.25</b>
99557	10/1/2012	889532 GILMORE, REVA A.	08/25/12 - 09/07/12		FOOD SERVICE MANAGER	
					10-422-3750-4270	526.50
					10-422-3752-4270	104.00
					<b>Total :</b>	<b>630.50</b>
99558	10/1/2012	889533 MARTINEZ, ANITA	08/25/12 - 09/07/12		FOOD SERVICE INTAKE CLERK	
					10-422-3750-4270	159.30
					<b>Total :</b>	<b>159.30</b>
99559	10/1/2012	889534 RAMIREZ, FRANCISCO	08/25/12 - 09/07/12		HDM DRIVER	
					10-422-3752-4270	159.30
					10-422-3752-4390	46.80
					<b>Total :</b>	<b>206.10</b>
99560	10/1/2012	889535 GOMEZ, GILBERT	08/25/12 - 09/07/12		HDM DRIVER	
					10-422-3752-4270	159.30
					10-422-3752-4390	51.48
					<b>Total :</b>	<b>210.78</b>
99561	10/1/2012	889602 RESPOND SYSTEMS	91833		FIRST AID SUPPLIES - BLOOD PRESSU	
					01-430-0000-4300	217.39
					<b>Total :</b>	<b>217.39</b>
99562	10/1/2012	889611 MORRISON MANAGEMENT SPECIALIST	188452012083101		LP SENIOR MEALS - AUG 2012	
					10-422-3750-4260	5,274.00
					10-422-3752-4260	3,685.50

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99562	10/1/2012	889611 889611 MORRISON MANAGEMENT SPECIALIST	(Continued)			Total : 8,959.50
99563	10/1/2012	889644 VERIZON BUSINESS	07964640		CITY HALL LONG DISTANCE	
			07964641		01-190-0000-4220	51.57
			07964642		CITY YARD LONG DISTANCE	
			07964643		70-384-0000-4220	84.39
			07964644		CITY HALL LONG DISTANCE & INTRAL	
			07964645		01-190-0000-4220	269.13
			07965223		POLICE LONG DISTANCE	
			07965232		01-222-0000-4220	214.93
			07965236		CITY YARD LONG DISTANCE	
			07965237		70-384-0000-4220	4.85
			07965238		PARK LONG DISTANCE	
			07965246		01-420-0000-4220	119.01
					ENGINEERING LONG DISTANCE	
					01-310-0000-4220	2.52
					CITY YARD LONG DIST (AIMS NETWORK	
					70-384-0000-4220	4.85
					CREDIT CARD LINE	
					01-190-0000-4220	2.42
					POLICE LONG DISTANCE	
					01-222-0000-4220	2.42
					PARK LONG DISTANCE	
					01-420-0000-4220	4.97
					CITY HALL LONG DIST	
					01-190-0000-4220	1.63
					Total :	762.69
99564	10/1/2012	889680 JIMENEZ LOPEZ, JUAN MANUEL	AUG 2012		MARIACHI MASTER APPRENTICE PRO	
					10-424-3678-4260	450.00
					Total :	450.00
99565	10/1/2012	889681 VILLALPANDO, MARIA	08/25/12 - 09/07/12		FOOD SERVICE WORKER	
					10-422-3750-4270	177.00
					10-422-3752-4270	35.40
					Total :	212.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99566	10/1/2012	889703 ALESHIRE & WYNDER, LLP	20952		LEGAL SERVICES	
					98-110-1055-4270	797.50
					Total :	797.50
99567	10/1/2012	889794 CUELLAR, JULIE	JULY & SEPT 2012		COMMISSIONER'S REIMBURSEMENT	
					01-150-0000-4111	100.00
					Total :	100.00
99568	10/1/2012	889812 AUXILARY SERVICES TRUST FUND	090612		RISK MANAGEMENT TRAINING IN AUG	
					10-420-1371-4260	20.00
					Total :	20.00
99569	10/1/2012	889942 ATHENS SERVICES	SEPT 2012		STREET SWEEPING - SEPT 2012	
					01-343-0000-4260	10,100.00
					Total :	10,100.00
99570	10/1/2012	889962 GMS ELEVATOR SERVICES, INC	00065657		MONTHLY ELEVATOR SRVC	
					01-430-0000-4260	125.00
					Total :	125.00
99571	10/1/2012	889983 RUELAS, JOSE	JULY & SEPT 2012		COMMISSIONER'S REIMBURSEMENT	
					01-150-0000-4111	100.00
					Total :	100.00
99572	10/1/2012	890004 PACIFIC TELEMANAGEMENT SERVICE	436064		PD PAY PHONE - OCT 2012	
					01-190-0000-4220	62.64
					Total :	62.64
99573	10/1/2012	890094 TECS ENVIROMENTAL	SF-0812		NPDES RELATED TASKS	
					72-360-0000-4260	7,086.50
					73-350-0000-4260	7,086.50
					Total :	14,173.00
99574	10/1/2012	890095 O'REILLY AUTO PARTS	2665-307160		ALTERNATOR - PD7834	
			2665-307171		01-320-0225-4400	332.76
			2665-307637		CORE CREDIT - PD7834	
					01-320-0225-4400	-41.66
					TAIL LIGHT CONNECTOR PLATE - PK82	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99574	10/1/2012	890095 O'REILLY AUTO PARTS	(Continued)		01-320-0390-4400	21.74
					<b>Total :</b>	<b>312.84</b>
99575	10/1/2012	890192 GRAPHIC WERX	SF-BSKTBL-12-ADDON		BASKETBALL ADD'TL JERSEYS 17-420-1328-4300	493.45
					<b>Total :</b>	<b>493.45</b>
99576	10/1/2012	890251 ALDERMAN & HILGERS, LLP	251		LEGAL SERVICES 06-190-0000-4800	736.14
			283		LEGAL SERVICES 06-190-0000-4800	1,393.00
			396		LEGAL SERVICES 06-190-0000-4800	1,457.03
			426		LEGAL SERVICES 06-190-0000-4800	1,567.88
			453		LEGAL SERVICES 06-190-0000-4800	1,600.79
			737		LEGAL SERVICES 06-190-0000-4800	3,434.05
			747		LEGAL SERVICES 06-190-0000-4800	204.00
					<b>Total :</b>	<b>10,392.89</b>
99577	10/1/2012	890368 C & M TOPSOIL	11817		MULCH 01-390-7500-4430	500.00
			12376		01-390-7500-4300 STUMP HOLE FILLING - 449 PARK AVE 01-346-0000-4430	478.75
					<b>Total :</b>	<b>1,087.50</b>
99578	10/1/2012	890377 F & F SIGNS	070112		BANNERS 01-420-0000-4300	248.97
			080912		BANNERS 01-420-0000-4300	500.00
					<b>Total :</b>	<b>748.97</b>

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99579	10/1/2012	890401 ENVIROGEN TECHNOLOGIES INC	0003526-IN		NITRATE REMOVAL SYSTEM PROJ#SF 70-384-0857-4600	6,676.00
					<b>Total :</b>	<b>6,676.00</b>
99580	10/1/2012	890486 LINCOLN COMMERCIAL	SI195061		WATER POLO NET 01-430-0000-4300	769.78
					<b>Total :</b>	<b>769.78</b>
99581	10/1/2012	890487 SEA-CLEAR POOLS	12-3096		REPLACEMENT PUMP 01-430-0000-4300	1,938.46
					<b>Total :</b>	<b>1,938.46</b>
99582	10/1/2012	890488 AGUILA, ISMAEL	REIMB.		REIMB OF MARKETING FOR POOL PUE 01-420-0000-4260	157.69
					<b>Total :</b>	<b>157.69</b>
99583	10/1/2012	890546 BARAJAS, CRYSTAL	AUG 2012		MARIACHI MASTER APPRENTICE PROJ 10-424-3678-4260	90.00
					<b>Total :</b>	<b>90.00</b>
99584	10/1/2012	890561 GCS INC.	41445		JANITORIAL SERVICES @ PD 01-390-0450-4260 01-390-0460-4260 01-430-0000-4260 01-390-0222-4260 01-390-0310-4260 01-390-0410-4260	1,088.36 3,780.00 3,416.66 4,305.60 1,214.91 2,607.00
					<b>Total :</b>	<b>16,412.53</b>
99585	10/1/2012	890584 POWERLINE BATTERY SPECIALIST	2284		REPLACE BATTERIES FRO PORTABLE 01-390-0410-4320	85.78
					<b>Total :</b>	<b>85.78</b>
99586	10/1/2012	890594 HEALTH AND HUMAN RESOURCE	71059		EAP - SEP 2012 01-106-0000-4260	365.75
					<b>Total :</b>	<b>365.75</b>
99587	10/1/2012	890598 ALVARADO, VIRGINIA	AUG 2012		BODY SCULPT INSTRUCTOR	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99587	10/1/2012	890598 ALVARADO, VIRGINIA	(Continued)		17-420-1337-4260	135.00
					<b>Total :</b>	<b>135.00</b>
99588	10/1/2012	890685 PASI, JAMISON	AUG 2012		YOGA/PILATES INSTRUCTOR 17-420-1337-4260	135.00
					<b>Total :</b>	<b>135.00</b>
99589	10/1/2012	890739 FUJITA, LIANE E.	REIMB.		REIMB - PURCHASE OF EXERCISE EQUIP 17-420-1337-4300	826.69
					<b>Total :</b>	<b>826.69</b>
99590	10/1/2012	890740 MORAN, STEPHANIE	AUG/SEPT		WATER EXERCISE INSTRUCTOR 17-420-1338-4260	880.00
					<b>Total :</b>	<b>880.00</b>
99591	10/1/2012	890780 MISSION AMBULANCE, INC.	27727		LIFEGUARD SERVICES 01-430-0000-4260	14,059.75
					<b>Total :</b>	<b>14,059.75</b>
99592	10/1/2012	890783 BLUE AIR	18253	10941	REFRIGERATOR AND FREEZER 01-225-0000-4350 01-225-0000-4350	3,250.00 284.38
					<b>Total :</b>	<b>3,534.38</b>
99593	10/1/2012	890810 SENFLEBEN, DARIO	AUG 2012		OUTDOOR FITNESS 17-420-1337-4260	210.00
					<b>Total :</b>	<b>210.00</b>
99594	10/1/2012	890842 URQUIA, EDHIS	AUG 2012		SPIN CLASS INSTRUCTOR 17-420-1337-4260	140.00
					<b>Total :</b>	<b>140.00</b>
99595	10/1/2012	890879 EUROFINS EATON ANALYTICAL, INC	L0095500		WATER ANALYSIS - F404515	164.00
			L0096453		70-384-0000-4260 WATER ANALYSIS - F405370	164.00
			L0096640		70-384-0000-4260 WATER ANALYSIS - F406129	164.00
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99595	10/1/2012	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		70-384-0000-4260	164.00
			L0097152		WATER ANALYSIS - F406942 70-384-0000-4260	164.00
					<b>Total :</b>	<b>656.00</b>
99596	10/1/2012	890897 EVAN BROOKS ASSOCIATES, INC	12009-1		PREPARATION OF 2012 METRO PLANNING 01-150-0000-4270	5,985.00
					<b>Total :</b>	<b>5,985.00</b>
99597	10/1/2012	890898 TETRA MECHANICAL SERVICE INC	1017-63		A/C SERVICE @ PD EVIDIENCE ROOM 01-390-0222-4330	293.56
			1017-64		A/C SERVICE @ PD CHIEF'S OFFICE 01-390-0222-4330	293.56
					<b>Total :</b>	<b>587.12</b>
99598	10/1/2012	890899 JIMENEZ, CLAUDIA	2000124.004		SWIM LESSONS REFUND 01-3770-1338	20.00
			2000003529		POOL PARTY REFUND 01-3731-0000	95.00
					<b>Total :</b>	<b>115.00</b>
99599	10/1/2012	890900 FLORES, NANCY	2000046.001		SWIM LESSONS REFUND 01-3770-1338	40.00
					<b>Total :</b>	<b>40.00</b>
99600	10/1/2012	890901 VARELA, MARIMA	2000045.001		SWIM LESSONS REFUND 01-3770-1338	80.00
					<b>Total :</b>	<b>80.00</b>
99601	10/1/2012	890902 RODRIGUEZ, STACEY	2000800142		JUMPER FEE REFUND 01-3777-0000	10.00
					<b>Total :</b>	<b>10.00</b>
99602	10/1/2012	890903 GUILLEN, ARELY	CE1108333/CE1108334		REFUND OF CODE ENF CITES - MONIE 01-3425-0000	2,125.00
					<b>Total :</b>	<b>2,125.00</b>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99603	10/1/2012	890904 ART PRESERVATION ASSOCIATES	APA #1		LOPEZ ADOBE PRESERVATION SERVIK 10-150-0860-4600	22,950.37
					<b>Total :</b>	<b>22,950.37</b>
99604	10/1/2012	890905 LUCIANO & ROQUE GONZALEZ	041412		SETTLEMENT PAYMENT 06-190-0000-4800	3,758.28
					<b>Total :</b>	<b>3,758.28</b>
99605	10/1/2012	890906 MEYERSJNAVE	2012050947		LEGAL SERVICES 98-110-0000-4270	112.50
			2012060968		LEGAL SERVICES 98-110-1055-4270	975.00
			2012060969		LEGAL SERVICES 01-110-0000-4270	617.50
			2012060972		LEGAL SERVICES 01-110-0000-4270	2,868.00
					98-110-1055-4270	520.00
			2012060973		LEGAL SERVICES 73-110-0000-4270	855.00
			2012060987		RETAINER - MAY 2012 01-110-0000-4270	6,750.00
			2012060988		LEGAL SERVICES 01-110-0000-4270	4,517.00
					<b>Total :</b>	<b>17,215.00</b>
<b>141</b>	<b>Vouchers for bank code :</b>		bank		<b>Bank total :</b>	<b>437,632.13</b>
<b>141</b>	<b>Vouchers in this report</b>				<b>Total vouchers :</b>	<b>437,632.13</b>

Voucher Registers are not final until approved by Council.

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## **PUBLIC WORKS DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers

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

**DATE:** October 1, 2012

**SUBJECT:** Resolution Authorizing the City Administrator to Approve and Execute a Master Agreement and all Program Supplement Agreements

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Authorize the City Administrator to execute a new Master Agreement No. 00377S (Attachment “A”) between an Administering Agency and the State for State funded projects;
- b. Adopt a Resolution (Attachment “B”) approving Program Supplement Agreement No. 0J19 Rev. 000 (Attachment “C”) for Safe Route to School (SRTS) Cycle 7 Project; and
- c. Adopt a Resolution (Attachment “D”) authorizing the City Administrator to approve and execute all Program Supplement Agreements for any future State or Federal funded projects.

#### **BACKGROUND:**

Staff received notice of the Safe Routes to School grant award through the State of California, Department of Transportation (Caltrans) (Attachment “E”). The SRTS program funds projects that encourage kids to walk or ride their bikes to school by removing the barriers that currently prevent them from doing so.

In order to receive funds, the City must execute a new Master Agreement No. 00377S between the administering Agency (City of San Fernando) and the State (California). A Master Agreement is required with a local agency whenever Federal or State funds are used on a local project funded by any Federal or State programs. In the Master Agreement, a local agency agrees to comply with all Federal and State laws, regulations, policies, and procedures relative to the design, right-of-way acquisition, construction, and maintenance of the project. The Master

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Agreements are occasionally updated and re-executed to account for changes in laws and policies.

The Program Supplement to the Master Agreement formalizes the financial responsibilities and provisions for a specific Federal-aid or State funded project. The Program Supplement also identifies the types and amounts of Federal, State, and local funds used to finance the locally sponsored project. The Supplement is the contractual basis for the Federal or State agency to pay the local agency for work done.

Per this report, a Program Supplement Agreement to the Local Agency-State Master Agreement, Program Supplement No. 0J19 Rev. 000 for the SRTS Cycle 7 project, must be adopted by Resolution before any funds are eligible for reimbursement. At this time, the State has reserved construction and construction engineering funds totaling \$595,674 for the SRTS Cycle 7 upon final approval by Caltrans, it is anticipated that the construction contract for this project will be awarded in February 2013 and construction will start in March 2013.

In order to expedite any future Program Supplements for any Federal or State funded projects on a timely basis, it is also recommended that City Council adopt a separate Resolution authorizing the City Administrator to approve and execute all future Program Supplement Agreements.

#### **ANALYSIS:**

It is imperative that the City Council adopt the Program Supplement Resolution in order to ensure the City secures reimbursement of funds for the construction of the SRTS project. Without the executed Resolution, the City may lose State Funds required for the construction and completion of these projects.

Per Caltrans guidelines, each project eligible for Federal or State funds requires the execution of a Program Supplement Agreement along with an approved City Council Resolution prior to the expenditure of these funds.

#### **CONCLUSION:**

Staff recommends that the City Council authorize the City Administrator to execute a new Master Agreement, approve the Program Supplement for the SRTS project, and authorize the City Administrator to execute and approve and sign all future Program Supplements.

#### **BUDGET IMPACT:**

None.

Resolution Authorizing the City Administrator to Approve and Execute a Master Agreement and All  
Program Supplement Agreements  
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**ATTACHMENTS:**

- A. New Master Agreement between City of San Fernando and the State
- B. Resolution Approving Program Supplement Program Supplement No. 0J19 Rev. 000 for Safe Routes to School Cycle 7 Project No. SR2SL-5202 (015)
- C. Program Supplement Agreement No. 0J19 Rev. 000
- D. Resolution Authorizing the City Administrator to Approve and Execute all Program Supplement Agreements
- E. May 7, 2012 Staff Report – Approval of Safe Routes to School Concepts

07 City of San Fernando

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District     Administering Agency

Agreement No. 00377S

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of San Fernando, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

**RECITALS:**

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:



1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E),

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.
19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.
20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.
21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.
22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.
23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.
24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

**ARTICLE III - MAINTENANCE AND MANAGEMENT**

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.



## AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

1. **ADMINISTERING AGENCY** agrees to use all **PROJECT** funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. **ADMINISTERING AGENCY** shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to **PROJECT** unless otherwise designated in the project-specific executed **PROJECT SUPPLEMENT**.
3. This **AGREEMENT** is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this **AGREEMENT** in any manner.
4. **ADMINISTERING AGENCY** and the officers and employees of **ADMINISTERING AGENCY**, when engaged in the performance of this **AGREEMENT**, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific **PROGRAM SUPPLEMENT** shall separately establish the terms and funding limits for each described **PROJECT** funded under this **AGREEMENT** and that **PROGRAM SUPPLEMENT**. No **STATE FUNDS** are obligated against this **AGREEMENT**.
6. **ADMINISTERING AGENCY** certifies that neither **ADMINISTERING AGENCY** nor its principals are suspended or debarred at the time of the execution of this **AGREEMENT**, and **ADMINISTERING AGENCY** agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this **AGREEMENT**.
7. **ADMINISTERING AGENCY** warrants, by execution of this **AGREEMENT**, that no person or selling agency has been employed or retained to solicit or secure this **AGREEMENT** upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **ADMINISTERING AGENCY** for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this **AGREEMENT** without liability, pay only for the value of the **PROJECT** work actually performed, or in STATE's discretion, to deduct from the price of **PROGRAM SUPPLEMENT** consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, **ADMINISTERING AGENCY** hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against **ADMINISTERING AGENCY** within the immediate preceding two (2) year period because of **ADMINISTERING AGENCY**'s failure to comply with an order of a federal court that orders **ADMINISTERING AGENCY** to comply with an order of the National Labor Relations Board.
9. **ADMINISTERING AGENCY** shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this **AGREEMENT** or any individual **PROJECT** encompassed within a **PROGRAM SUPPLEMENT**. **ADMINISTERING AGENCY** shall also list current contractors who may have a financial interest in the outcome of a **PROJECT** undertaken pursuant to this **AGREEMENT**.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of San Fernando

By \_\_\_\_\_

By \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

City of San Fernando  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

### 5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

10/01/2012 CG Meeting Agenda Page 55 of 113  
or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVING A PROGRAM SUPPLEMENT AGREEMENT TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS TO RECEIVE STATE SAFE ROUTES TO SCHOOL FUNDS FOR THE SAFE ROUTES TO SCHOOL CYCLE 7 PROJECT.**

**WHEREAS**, Safe Routes to School Cycle 7 project in the City of San Fernando has been scheduled for construction improvements; and

**WHEREAS**, the City Engineer requested a project evaluation by State of California Department of Transportation (Caltrans) and the Federal Highway Administration to determine eligibility for State Safe Routes to School funds to construct these improvements citywide; and

**WHEREAS**, as a result of the project evaluation, the City was authorized \$595,674 in State Safe Routes to School funds under a Program Supplement Agreement No. 0J19 Rev. 000 to the Master Agreement between the Administering Agency-State Number 00377S for Federal-Aid Projects; and

**WHEREAS**, the State of California, Department of Transportation (Caltrans) has notified the City that it must execute a Program Supplement Agreement to the Local Agency-State Agreement for Federal-Aid Projects to receive reimbursement of certain project funds;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Fernando, as follows:

**SECTION 1:** That the above recitals are all true and correct.

**SECTION 2:** Authorize the City Administrator to execute Program Supplement Agreement No. 0J19 Rev. 000 to the Administering Agency-State Agreement for Federal-Aid Projects Number SR2SL-5202 (015) to secure State Safe Routes to School Funds in the amount of \$595,674 for the Safe Routes to School project.

**SECTION 3:** That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of October, 2012.

CITY OF SAN FERNANDO

\_\_\_\_\_  
Brenda Esqueda, Mayor



**ATTEST:**

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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 Resolution was duly adopted by the City Council and signed by the Mayor of said City at a meeting held on the 1<sup>st</sup> day of October, 2012; and the same was passed by the following vote, to wit:

**AYES:****NOES:****ABSENT:****ABSTAIN:**

---

Elena G. Chávez, City Clerk

**PROGRAM SUPPLEMENT NO. J19**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 00377S**

**Adv Project ID** 0712000371 **Date:** July 10, 2012  
**Location:** 07-LA-0-SFR  
**Project Number:** SR2SL-5202(015)  
**E.A. Number:**  
**Locode:** 5202

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00377S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 06/18/12 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Various locations in the vicinity of 11 schools

**TYPE OF WORK:** Bulbouts, curb, sidewalk, curb ramps, xwalks, signs, flashing beacons, countdown ped-heads, lighting

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$661,860.00	\$595,674.00		\$66,186.00	\$0.00

**CITY OF SAN FERNANDO**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 7/12/12 \$595,674.00

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
PROGRAM SUPPLEMENT AND CERTIFICATION FORM  
PSCF (REV. 01/2010)

Page 1 of 1

<b>TO: STATE CONTROLLER'S OFFICE</b> <b>Claims Audits</b> <b>3301 "C" Street, Rm 404</b> <b>Sacramento, CA 95816</b>	<b>DATE PREPARED:</b> <b>7/11/2012</b>	<b>PROJECT NUMBER:</b> <b>0712000371</b>
	<b>REQUISITION NUMBER / CONTRACT NUMBER:</b> <b>RQS-2660-071300000026-1</b>	
<b>FROM:</b> <b>Department of Transportation</b>		
<b>SUBJECT:</b> <b>Encumbrance Document</b>		
<b>VENDOR / LOCAL AGENCY:</b> <b>CITY OF SAN FERNANDO</b>		
<b>CONTRACT AMOUNT:</b> <b>\$595,674.00</b>		
<b>PROCUREMENT TYPE:</b> <b>Local Assistance</b>		

[illegible]

## ADA Noti

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

VC 23406 #1

**SPECIAL COVENANTS OR REMARKS**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).
4.
  1. This PROJECT is funded with State-only funding from the Safe Route to School (SR2S) Program.
  2. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SR2S Program Guidelines under which the project was selected.
  3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SR2S State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior to the effective allocation date is not eligible for reimbursement from the SR2S funds.

**SPECIAL COVENANTS OR REMARKS**

4. ADMINISTERING AGENCY agrees that SR2S funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used to increase the scope of work after a project is awarded for construction unless approved by the Statewide SR2S Coordinator prior to performing work. Future allocations of SR2S funds will be encumbered by use of a STATE approved Allocation Letter and Finance Letter.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SR2S Program funding cycle.

6. ADMINISTERING AGENCY agrees to provide contract award information to the State prior to submitting the first invoice for construction of this PROJECT. The required Construction Contract Award Information is available at the Caltrans Safe Routes to School (SR2S) Project Implementation web site:

[http://www.dot.gov/hq/LocalPrograms/saferoutes/sr2s\\_instruct.htm](http://www.dot.gov/hq/LocalPrograms/saferoutes/sr2s_instruct.htm)

7. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

8. The ADMINISTERING AGENCY agrees to submit the "Final Report of Expenditures" to the DLAE within six (6) months of project completion in accordance with Section 17.5 of the Local Assistance Procedures Manual (LAPM).

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AND EXECUTE ALL PROGRAM SUPPLEMENT AGREEMENTS TO THE ADMINISTERING AGENCY-STATE AGREEMENTS FOR FEDERAL-AID PROJECTS AND STATE FUNDED PROJECTS.**

**WHEREAS**, from time to time rehabilitation, upgrading, and improvement projects are developed for certain streets and transportation systems within the City of San Fernando; and

**WHEREAS**, the City Engineer may request a project evaluation by the State of California Department of Transportation (Caltrans) and the Federal Highway Administration to determine project eligibility for State and Federal funding; and

**WHEREAS**, as a result of the project evaluation, the City may be approved for Federal funds under a Program Supplement Agreement to the Master Agreement between the Administering Agency-State Number 07-5202 for Federal-Aid Projects or State funds under a Program Supplement Agreement to the Administering Agency-State Agreement Number 00377S for State Funded Projects; and

**WHEREAS**, the State of California, Department of Transportation (Caltrans) may notify the City that it must execute Program Supplement Agreements to the Local Agency-State Agreement for Federal-Aid Projects or the Agreement for State Funded Projects to receive reimbursement of certain project funds;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Fernando, as follows:

**SECTION 1:** That the above recitals are all true and correct.

**SECTION 2:** The City Administrator is hereby authorized to approve and execute all Program Supplement Agreements to the Administering Agency-State Agreement for Federal-Aid Projects Number 07-5202 and to the Administering Agency-State Agreement Number 00377S for State Funded Projects.

**SECTION 3:** That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of October, 2012.

## CITY OF SAN FERNANDO

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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 resolution was duly adopted by the City Council and signed by the Mayor of said City at a meeting held on the 1<sup>st</sup> day of October, 2012; and the same was passed by the following vote, to wit:

**AYES:****NOES:****ABSENT:****ABSTAIN:**

---

Elena G. Chávez, City Clerk



**ATTACHMENT “E”****PUBLIC WORKS DEPARTMENT****MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers

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

**DATE:** May 7, 2012

**SUBJECT:** Approval of Safe Routes to School Concepts

---

**RECOMMENDATION:**

It is recommended that the City Council review and approve the project concepts for the Safe Routes to School (SRTS) Cycle 7 Project (Attachment “A”).

**BACKGROUND:**

1. August 19, 2009, Ron Ruiz briefed the Transportation and Safety Commission on the SRTS Project.
2. On January 26, 2010, staff presented an update regarding the SRTS Project to the Transportation and Safety Commission.
3. On April 11, 2012, Cycle 7 of the SRTS Project was agendized for discussion at a meeting of the Transportation and Safety Commission.
4. On April 25, 2012, Cycle 7 of the SRTS Project was agendized for discussion at a meeting of the Public Safety, Veteran Affairs, Technology, and Transportation (PVTT) Standing Committee.

**ANALYSIS:**

The City was awarded three Federal and State, Safe Routes to Schools grants for a total value of \$3,034,715 for pedestrian safety improvements at a majority of the City’s public and private schools. This report concerns the first phase of the project with funds available through SRTS Cycle 7. At a future date, staff will also seek input for the two remaining phases of the project. Through this report, staff seeks input and concurrence with the project concepts for each of the project sites and intersections in this first phase.

## Approval of Safe Routes to School Concepts

Page 2

Safe Routes to School

According to Caltrans, “Safe Routes to School is an international movement that has taken hold in communities throughout the United States. The concept is to increase the number of children who walk or bicycle to school by funding projects that remove the barriers that currently prevent them from doing so. Those barriers include lack of infrastructure, unsafe infrastructure, lack of programs that promote walking and bicycling through education/encouragement programs aimed at children, parents, and the community.

Thirty years ago, 60% of children living within a two-mile radius of a school walked or bicycled to school. Today, that number has dropped to less than 15%. Roughly 25% commute by school bus, and well over half are driven to or from school in vehicles. And back then, five percent of children between the ages of six and 11 were considered to be overweight or obese. Today, that number has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools, and missed opportunities for children to grow into self-reliant, independent adults.

Safe Routes to School Programs are intended to reverse these trends by funding projects that improve safety and efforts that promote walking and bicycling within a collaborative community framework. It is through local champions working with a coalition of parents, schools, professionals in transportation, engineering, health, and law enforcement, that the most sustainable projects are expected to emerge.”

Caltrans State and Federal Safe Routes to School Programs

There are two separate Safe Routes to School Programs administered by Caltrans in California. There is the State-legislated program referred to as SR2S and there is the Federal Program referred to as SRTS. While both programs are intended to achieve the same basic goal of increasing the number of children walking and bicycling to school by making it safer for them to do so, they do differ with respect to time lines, amount of funding available and match requirements.

The following SRTS grants have been awarded to the City.

<b>SRTS Category</b>	<b>Grant Award</b>	<b>Match</b>
State-Cycle 1	\$994,126	\$83,239
Federal-Cycle 2	\$999,850	\$0
State-Cycle 7	\$861,750	\$95,750
<b>TOTAL</b>	<b>\$2,855,726</b>	<b>\$178,989</b>

City of San Fernando Safe Routes to Schools Cycle 7

Cycle 7 includes pedestrian safety improvements at approximately 30 locations with improvements consisting of stop bars, bulb-outs, curb ramps, crossing islands, signage, and some lighting. The project locations for Cycle 7 are provided as an attachment with this report. Within the 30 locations, 10 of these include the following intersections:

## Approval of Safe Routes to School Concepts

Page 3

- Eighth Street and Harding Avenue
- Eighth Street and Vermont Street
- Eighth Street and Orange Grove Avenue
- Eighth Street and Lazard Street
- Eighth Street and Leach Street
- Glenoaks Boulevard and Harding Street
- Glenoaks Boulevard and Alexander Street
- Glenoaks Boulevard and Brand Boulevard
- South Maclay Avenue and Kewen Street
- South Maclay Avenue and Coronel Street

Recently, sandbags have been placed by staff at the intersections to gather data by drivers in the area in their ability to maneuver properly through the improvements. With this information staff will be able to further refine or modify the design so that the bulb-outs and other features function as planned. The sandbags are also very useful in stimulating discussion by the public, by enabling to see the locations and the function of the improvements.

Schools benefitting from the improvements in this phase of the project include the following: Gridley Elementary School, Glenoaks School, Triumph Charter Academy, Elementary School #5, Morningside Elementary School, San Fernando Elementary School, O'Melveny Elementary School, St. Ferdinand's School, Santa Rosa School, San Fernando Early Education Center, St. Simon School, and Evangelical Lutheran School.

### Project Outreach

Outreach is ongoing with community members, schools and the Transportation and Safety Commission. Currently information is available on the City website, and on "sandwich boards" at some of the project locations. Through this effort staff is asking for input regarding the project via phone at (818) 898-1222 or by e-mail at [saferoutestoschools@sfcity.org](mailto:saferoutestoschools@sfcity.org). Staff is also conducting ongoing meetings with school staff and parents regarding the project. Certain schools have asked for flyers to be distributed with the children to take home to their parents and the scheduling of early evening meetings with parents and City staff to discuss the project.

### **CONCLUSION:**

Input received by the City Council regarding Safe Routes to Schools Cycle 7 Project may be used to modify or eliminate certain elements of the project design. Input is needed from the City Council regarding the planned improvements to better ensure that the project is successful and accepted by the public.

### **BUDGET IMPACT:**

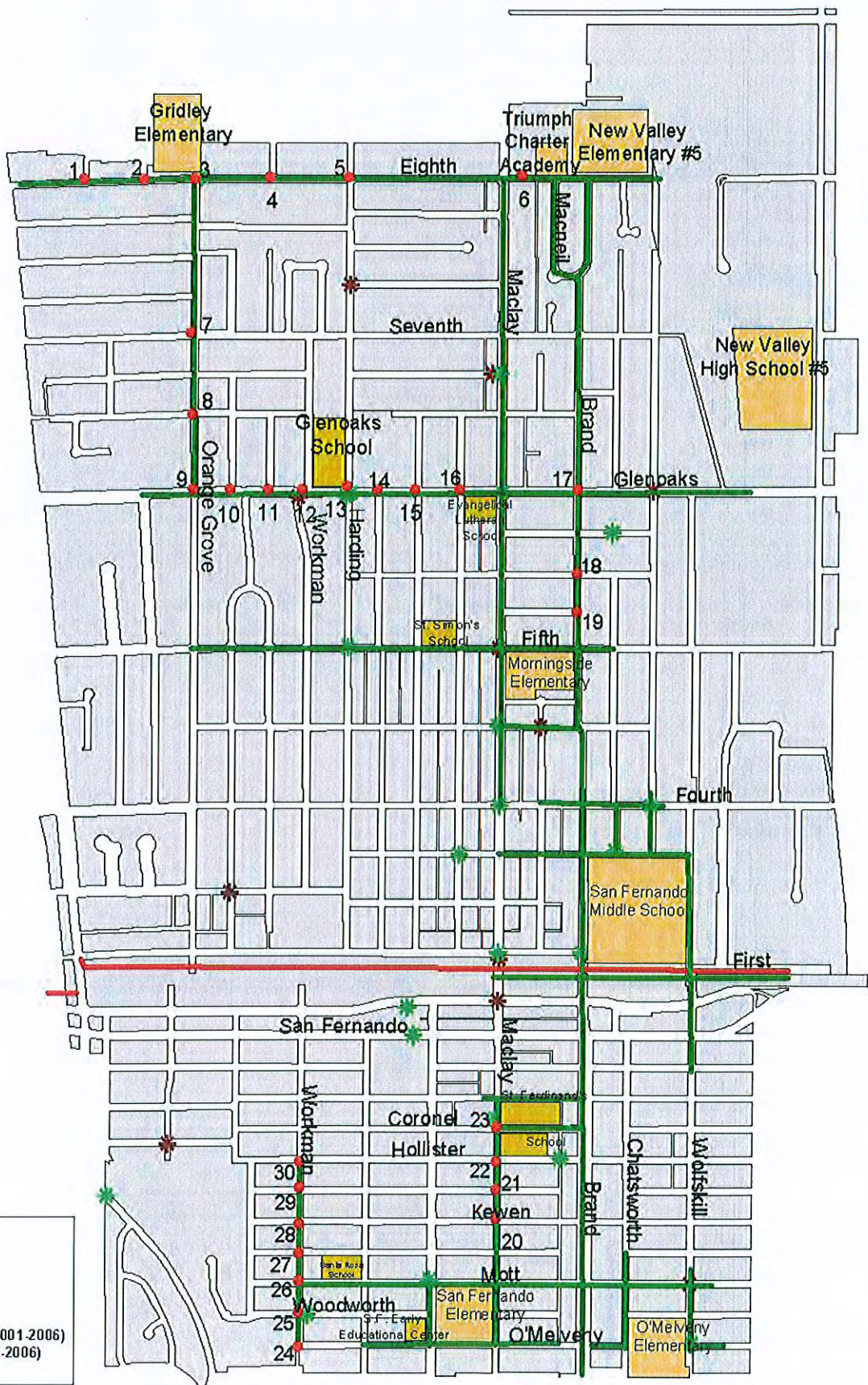
None.

### **ATTACHMENT:**

A. Project Concepts



# Safe Routes To School Projects



## LEGEND

- SR2S Project Locations
- Primary Routes to Schools
- Public Schools
- Private Schools
- School Age Pedestrian Crashes (2001-2006)
- School Age Bicycle Crashes (2001-2006)
- Mission Trail



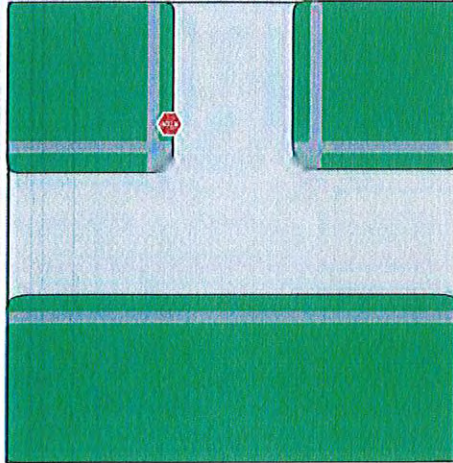
**STAFF IS SEEKING CONFERENCE FOR CYCLE 7 ITEMS ONLY**

**San Fernando School Route Improvement Program Phase 2  
2007 Grant Application Project List**

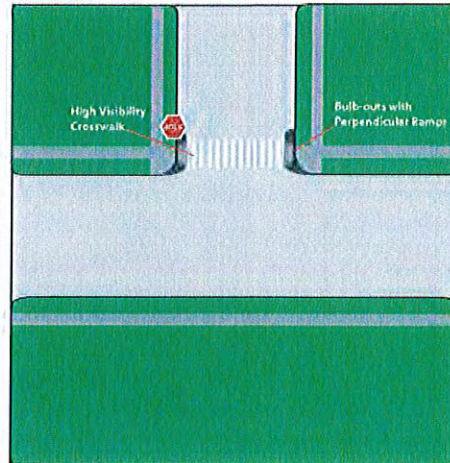
**1. 8<sup>th</sup> St. at Leach St.**

**4. 8<sup>th</sup> St. at Fernment St.**

- Add bulb-outs (2) on north side
- Add double perpendicular curb ramps to bulb-outs



existing

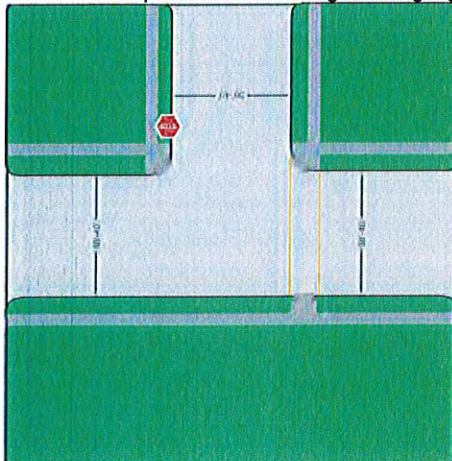


proposed

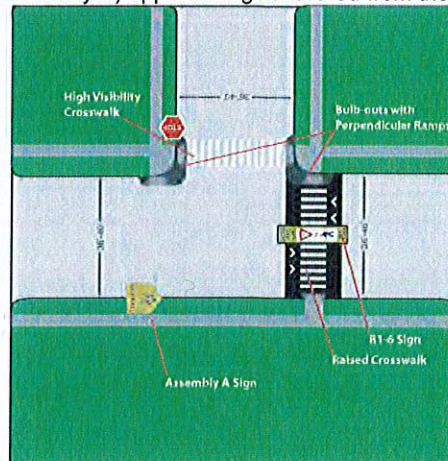
**CYCLE 7**

**2. 8<sup>th</sup> St. at Lazard St.**

- Add high visibility crosswalks on east and north sides
- Add bulb-outs to cross Lazard St. on north, and 8<sup>th</sup> St. on east (4)
- Add double perpendicular curb ramps to bulb-outs
- Add raised crosswalk to cross 8<sup>th</sup> St. on east side
- Add center pedestrian sign on raised crosswalk (R1-6)
- Add pedestrian crossing warning signs (Assembly A) approaching Lazard St. from the west.



existing



proposed

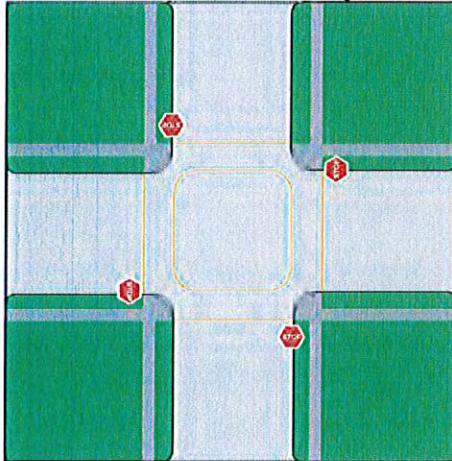
**CYCLE 7**



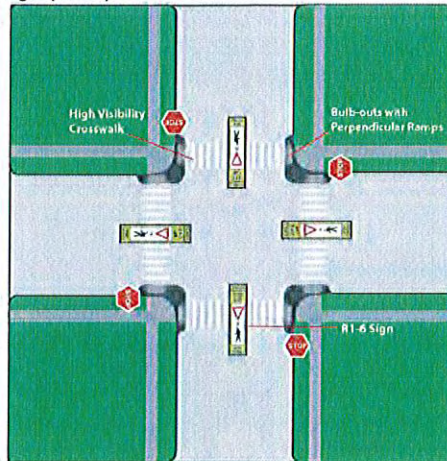
### 3. 8<sup>th</sup> St. at Orange Grove Ave

#### 5. 8<sup>th</sup> St. at Harding Ave

- Add high visibility crosswalks on all 4 crossings
- Add bulb-outs on all 8 corners
- Add double perpendicular curb ramps to all bulb-outs
- Add center pedestrian sign on all 4 crossings (R1-6)



existing

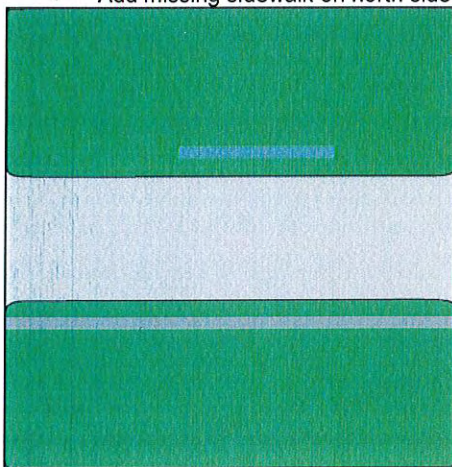


proposed

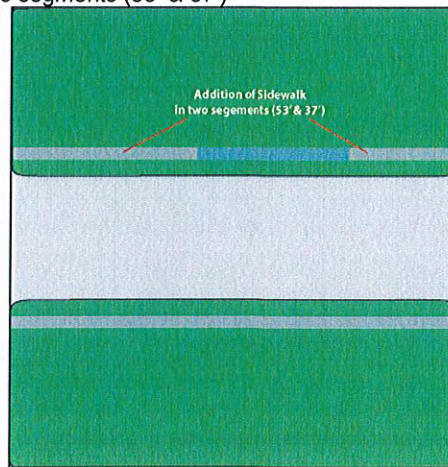
**CYCLE 7**

### 6. 8<sup>th</sup> St. just east of Maclay Ave

- Add missing sidewalk on north side in two segments (53' & 37')



existing



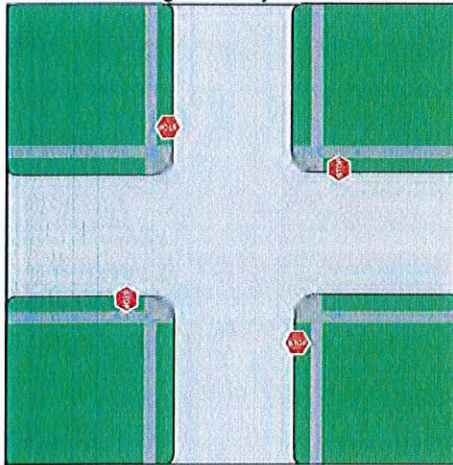
proposed

**CYCLE 7**

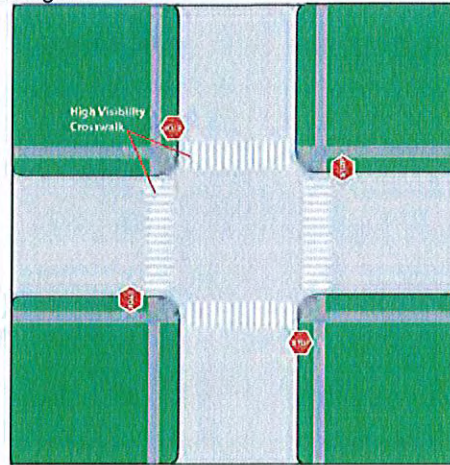


**7. Orange Grove Ave. at 7<sup>th</sup> St.**

- Add high visibility crosswalks on all 4 crossings



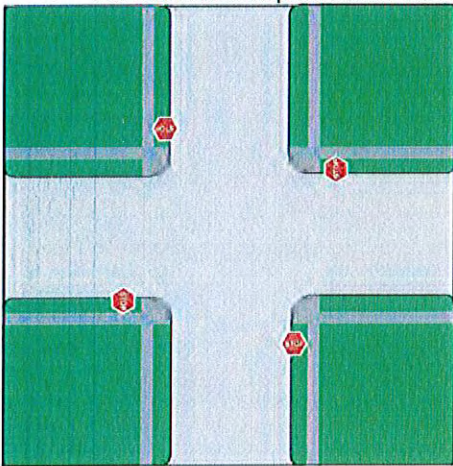
existing



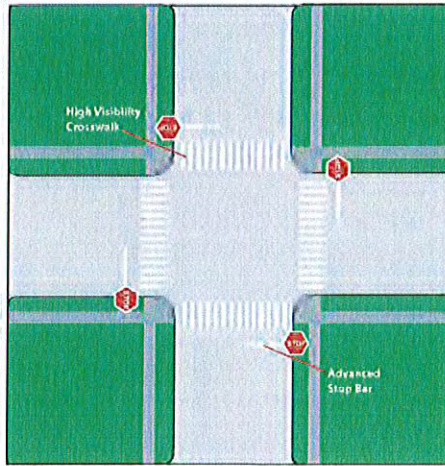
proposed

**CYCLE 7****8. Orange Grove Ave. at Lucas St.**

- Add high visibility crosswalks on all 4 crossings
- Add advanced stop bars to all 4 crossings



existing



proposed

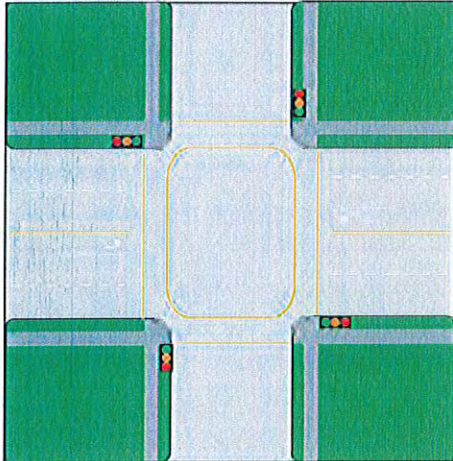
**CYCLE 7**



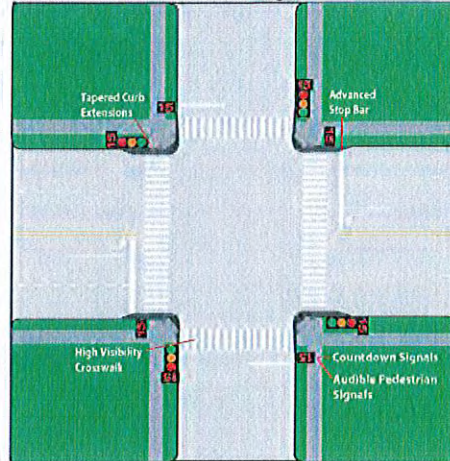
### 9. Glenoaks Blvd at Orange Grove Ave

- Add countdown signals to all 8 "walk" signals
- Add audible pedestrian signals to all 8 "walk" signals
- Add high visibility crosswalks on all 4 crossings
- Add advanced stop bars to all 4 crossings
- Move both bus stops on Glenoaks Blvd. to far side
- Add tapered curb extension to cross Glenoaks Blvd. on all 4 crossings

**CYCLE 7**



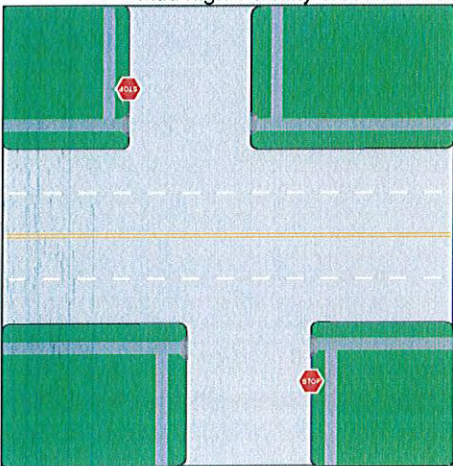
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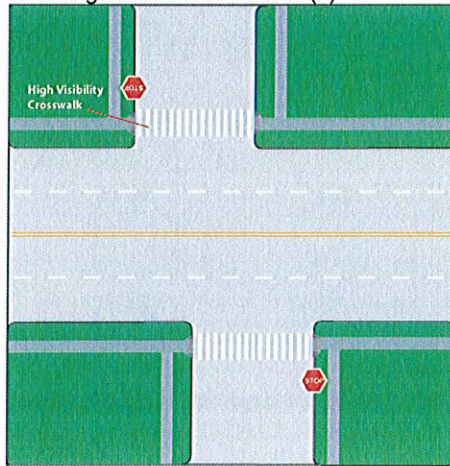
proposed

### 10. Glenoaks Blvd at Huntington St.

- Add high visibility crosswalks to cross Huntington St. on both sides (2)



existing

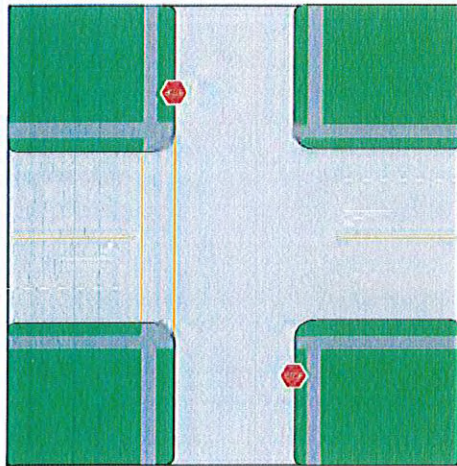


proposed

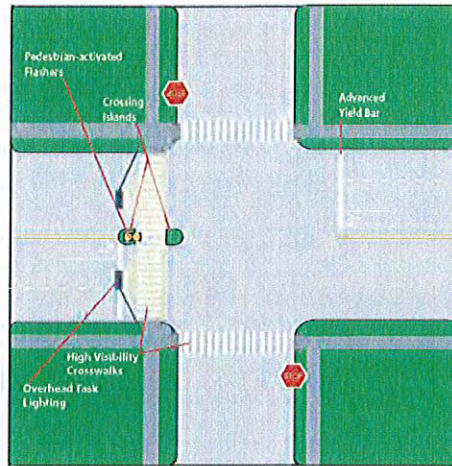


**11. Glenoaks Blvd at Fermoore St.**

- Add high visibility crosswalks to cross Fermoore St. on both sides (1)



existing

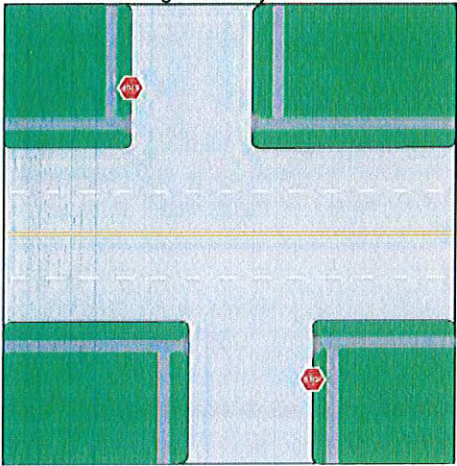


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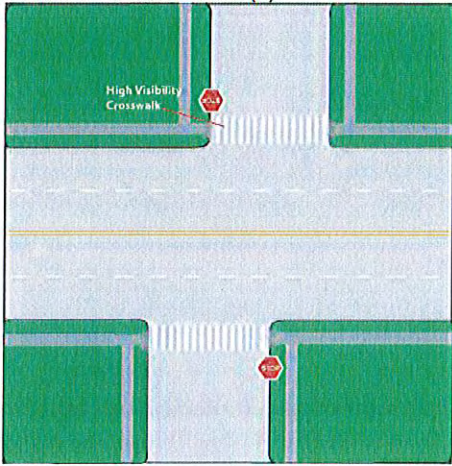
Intersection is actually a T-Intersection

**12. Glenoaks Blvd at Workman St.**

- Add high visibility crosswalks to cross Workman St. on both sides (2)



existing



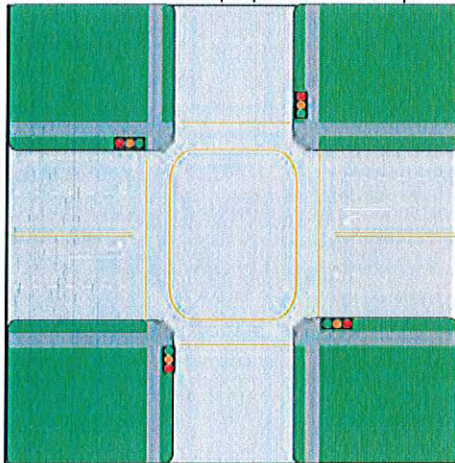
proposed

Correct layout of intersection is shown on image to the right.

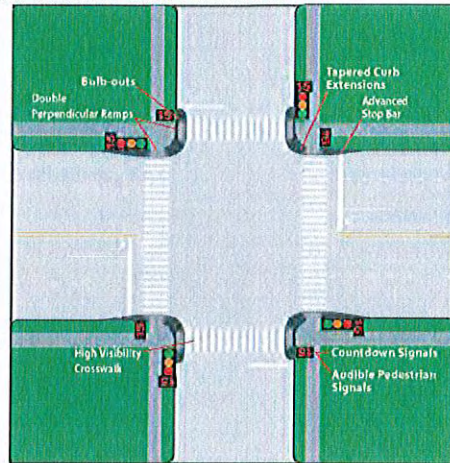


**13. Glenoaks Blvd at Harding Ave**

- Add countdown signals to all 8 "walk" signals
- Add audible pedestrian signals to all 8 "walk" signals
- Add high visibility crosswalks on all 4 crossings
- Add advanced stop bars to all 4 crossings
- Add bulb-outs to both crossings of Harding Ave. (4)
- Move both bus stops on Glenoaks Blvd. to far side
- Add tapered curb extension to cross Glenoaks Blvd. on all 4 crossings
- Add double perpendicular ramps to all bulb-outs and curb extensions



existing

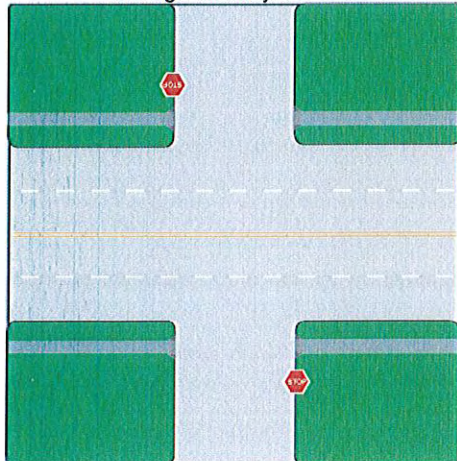


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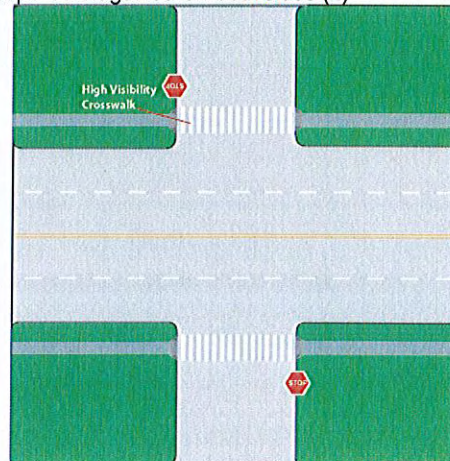
**CYCLE 7**

**14. Glenoaks Blvd at Harps St.****16. Glenoaks Blvd at Hagar St.**

- Add high visibility crosswalks to cross Harps St./Hagar St. on both sides (2)



existing

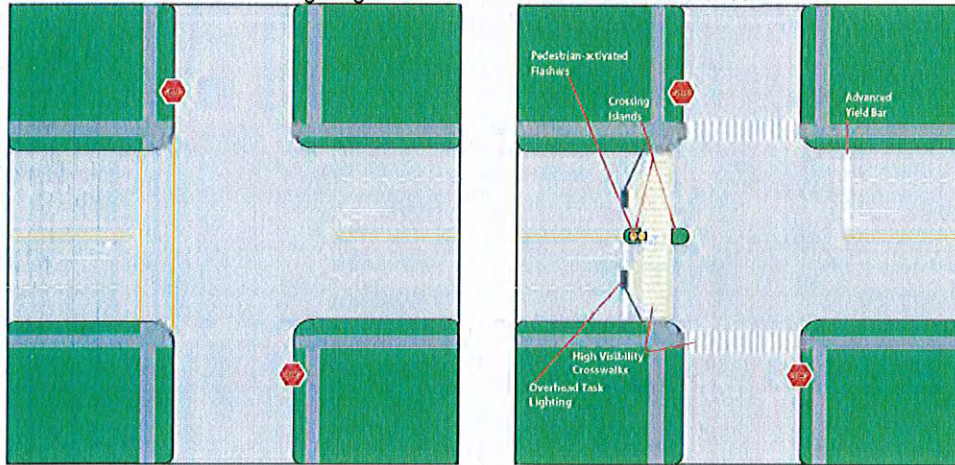


proposed



**15. Glenoaks Blvd at Alexander St.**

- Add high visibility crosswalks to cross Alexander St. on both sides (2)
- Add crossing islands (2) to cross Glenoaks Blvd. on west side
- Add one high-visibility crosswalk to cross Glenoaks Blvd. on west side
- Add advanced yield bars (2) to cross Glenoaks Blvd.
- Add pedestrian-activated flashers (2) to cross Glenoaks Blvd.
- Add overhead task lighting to illuminate new crosswalk of Glenoaks Blvd.

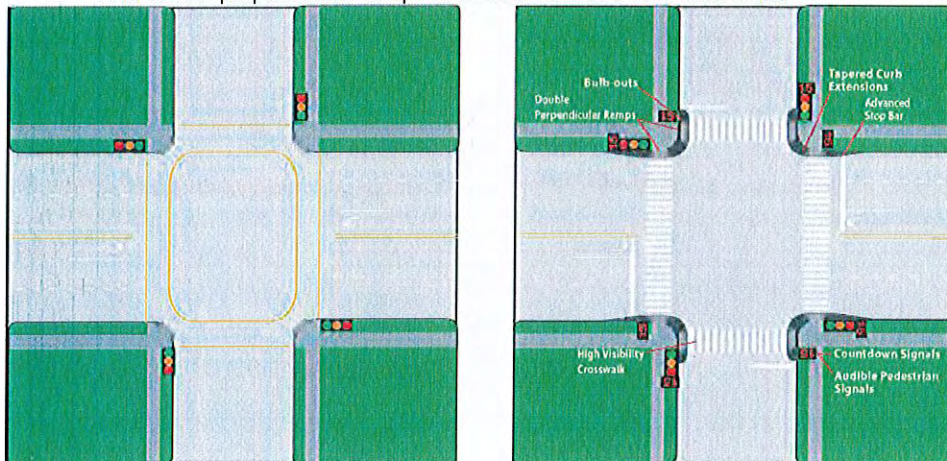


existing

proposed

**CYCLE 7****17. Glenoaks Blvd at Brand Blvd**

- Add countdown signals to all 8 "walk" signals
- Add audible pedestrian signals to all 8 "walk" signals
- Add high visibility crosswalks on all 4 crossings
- Add advanced stop bars to all 4 crossings
- Add bulb-outs to both crossings of Brand Blvd. (4)
- Add tapered curb extension to cross Glenoaks Blvd. on all 4 crossings
- Add double perpendicular ramps to all bulb-outs and curb extensions



existing

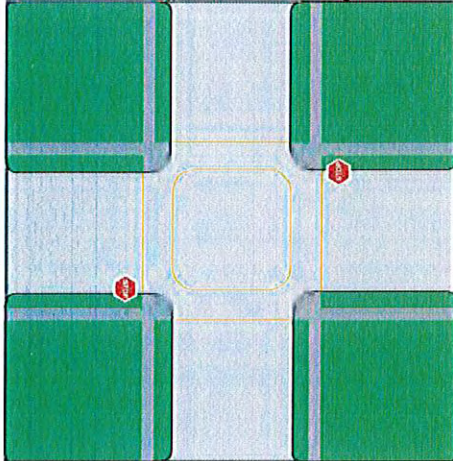
proposed

**CYCLE 7**

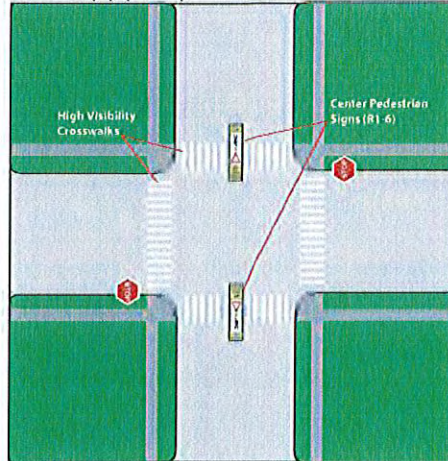


**18. Brand Blvd at De Garno St.**

- Add high visibility crosswalks on all 4 crosswalks
- Add center pedestrian signs to cross Brand Blvd. (2) (R1-6)



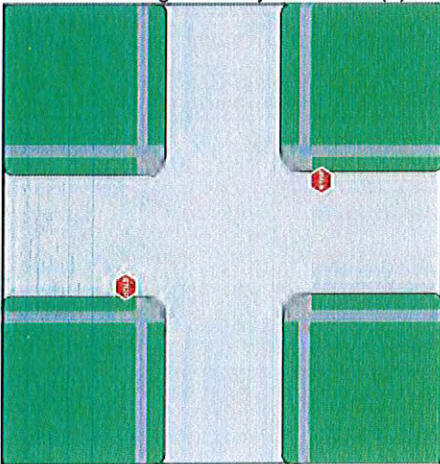
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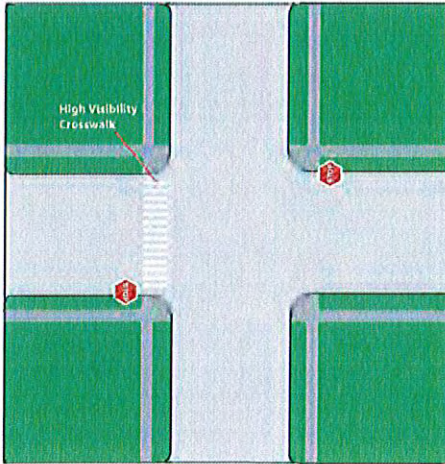
proposed

**CYCLE 7****19. Brand Blvd at De Foe St.**

- Add high visibility crosswalk (1) to cross De Foe St.



existing



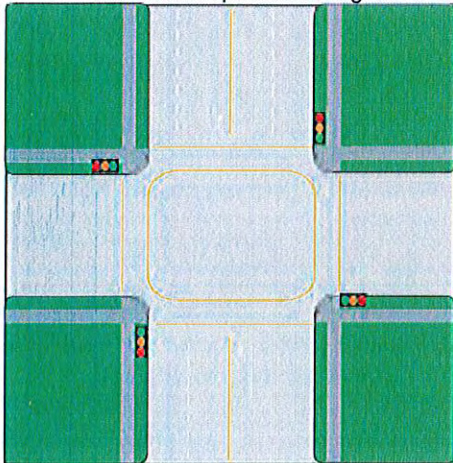
proposed

**CYCLE 7**

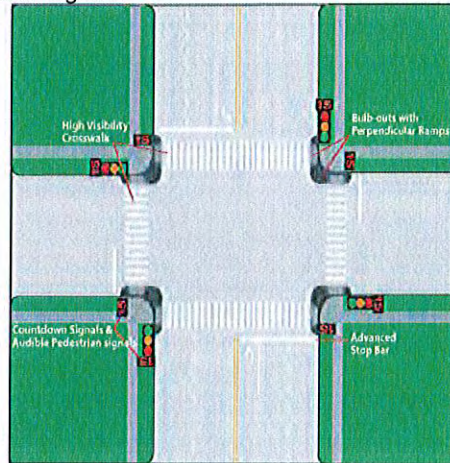


**20. Maclay Ave. at Kewen St.**

- Add bulb-outs on all 8 corners
- Add double perpendicular curb ramps to all bulb-outs
- Add high visibility crosswalks on all 4 crossings
- Add advanced stop bars to all 4 crossings
- Add countdown signals to all 8 "walk" signals
- Add audible pedestrian signals to all 8 "walk" signals



existing

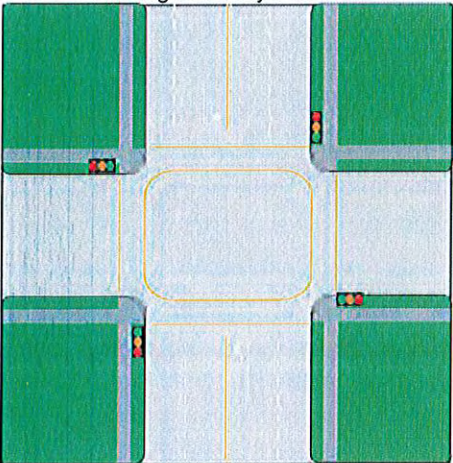


proposed

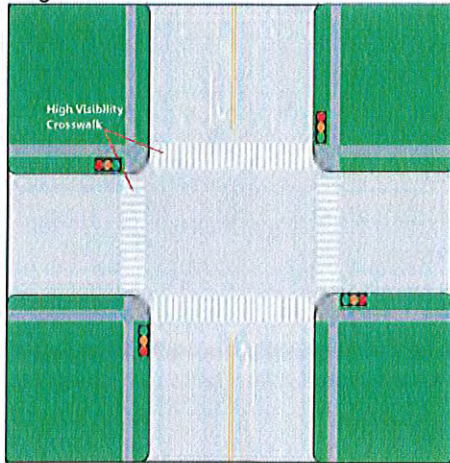
**CYCLE 7**

**21. Maclay Ave. at Hewett St.**

- Add high visibility crosswalks on all 4 crossings



existing



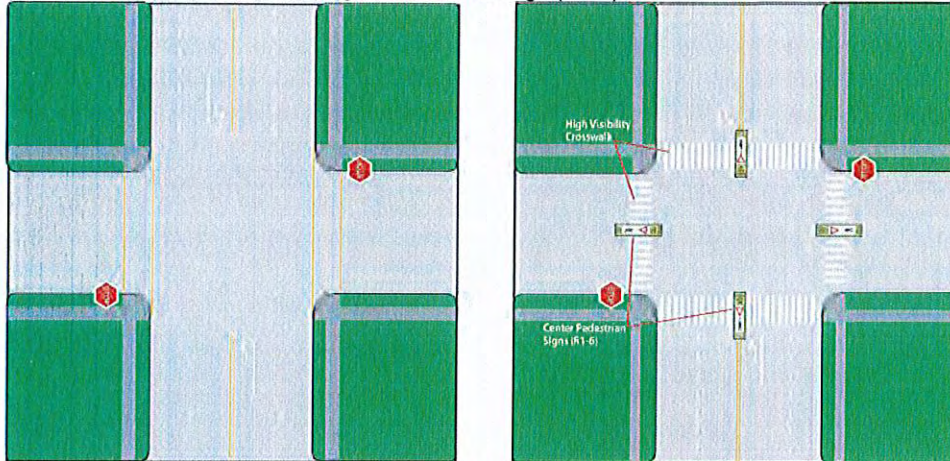
proposed

Intersection currently does not have traffic signals or left turn pockets. These improvements are not part of the project.



**22. Maclay Ave at Hollister St.**

- Add high visibility crosswalks on all 4 crossings
- Add center pedestrian sign on all 4 crossings (R1-6)



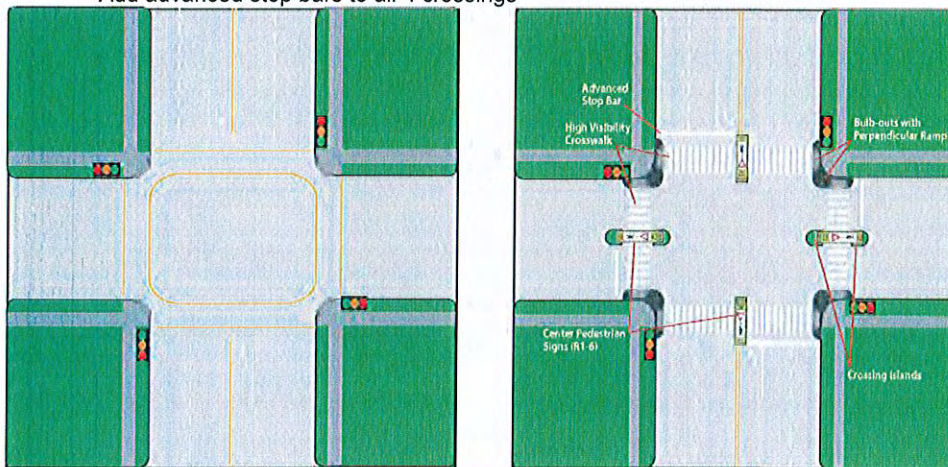
existing

proposed

There are no left turn pockets on Maclay Ave. as shown.

**23. Maclay Ave at Coronel St.**

- Add high visibility crosswalks on all 4 crossings
- Add bulb-outs on all 8 corners
- Add double perpendicular curb ramps to all bulb-outs
- Add crossing islands to cross Coronel St. to both sides of Maclay Ave.
- Add center pedestrian sign on all 4 crossings (R1-6)
- Add advanced stop bars to all 4 crossings



existing

proposed

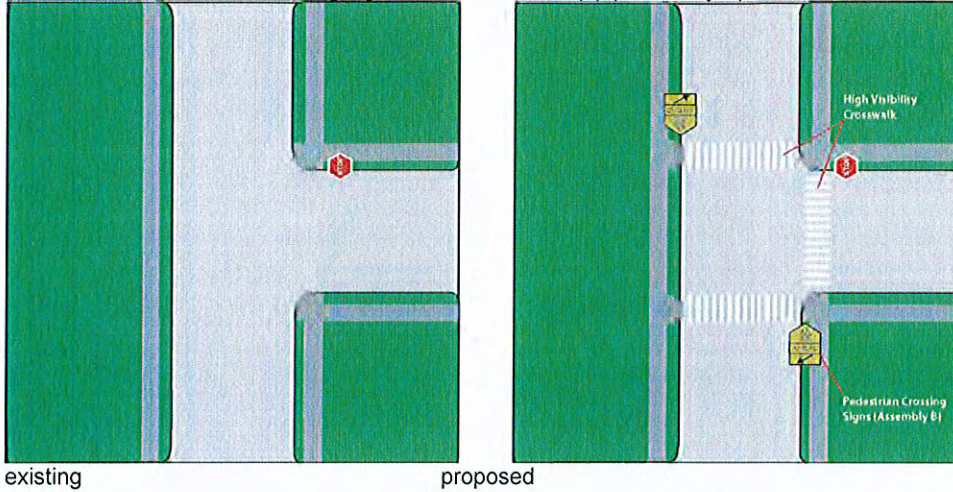
**CYCLE 7**

Diagram incorrectly shows existing traffic signals. No traffic signals are planned for this intersection.  
There are no left turn pockets on Maclay Ave. as shown.

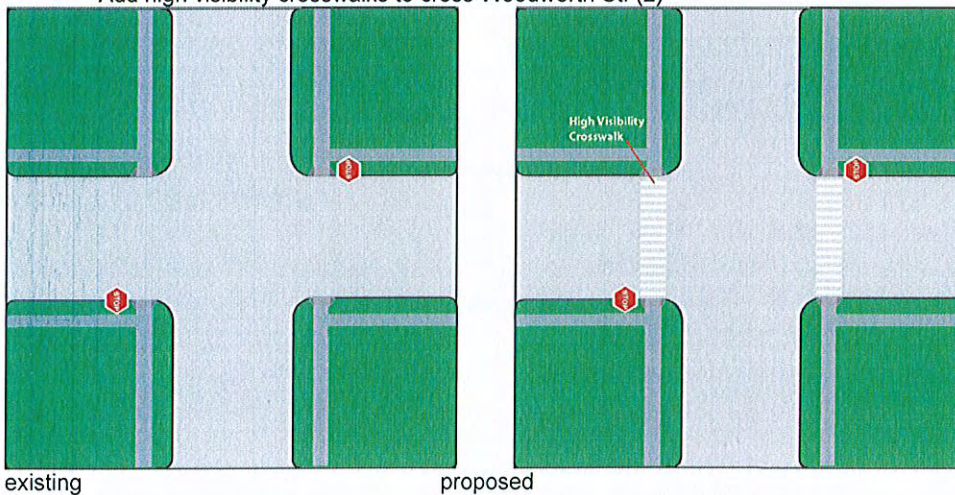


**24. Workman St. at O'Melveny St.**

- Add high visibility crosswalks on all 3 crossings
- Add pedestrian crossing signs on Workman St. (2) (Assembly B)

**25. Workman St. at Woodworth St.**

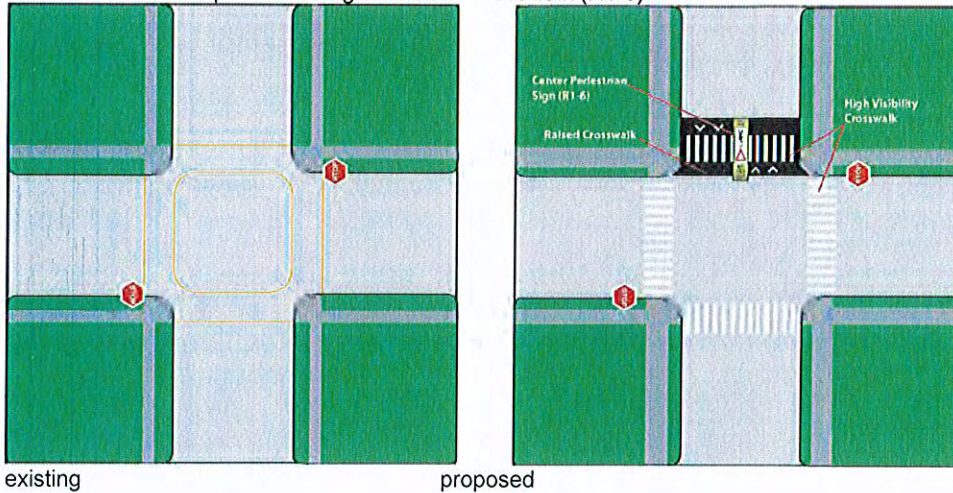
- Add high visibility crosswalks to cross Woodworth St. (2)

**CYCLE 7**

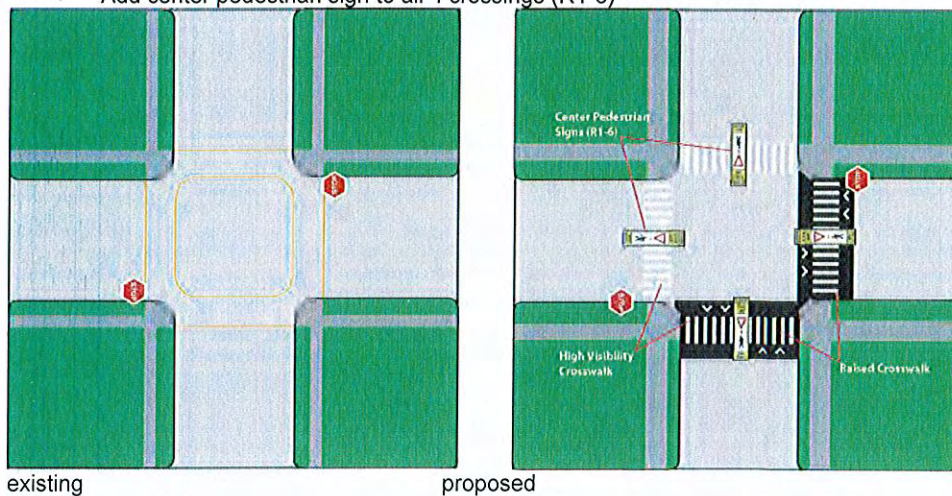


**26. Workman St. at Mott St.**

- Add high visibility crosswalks on all 4 crossings
- Add raised crosswalk to cross Mott St. on north side
- Add center pedestrian sign on raised crosswalk (R1-6)

**27. Workman St. at Griffith St.**

- Add high visibility crosswalks on all 4 crossings
- Add raised crosswalk to cross Workman St. on south side
- Add raised crosswalk to cross Griffith St. on east side
- Add center pedestrian sign to all 4 crossings (R1-6)



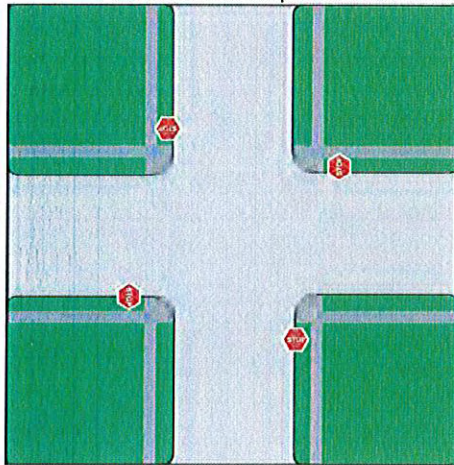


28. Workman St. at Kewen St.

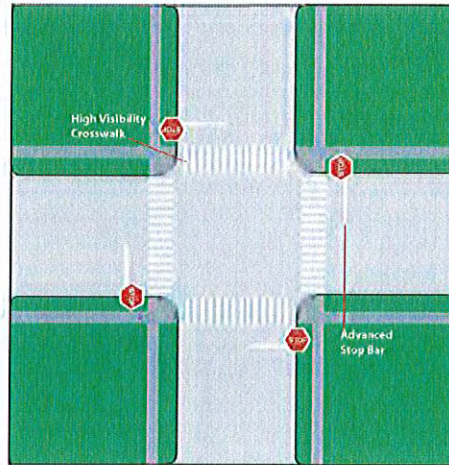
29. Workman St. at Hewett St.

30. Workman St. at Hollister St.

- Add high visibility crosswalks on all 4 crossings
- Add advanced stop bars to all 4 crossings



existing



proposed

**CYCLE 7**

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**CITY CLERK'S OFFICE****MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers

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

**DATE:** October 1, 2012

**SUBJECT:** Adoption of Three Resolutions Required for the March 5, 2013 General Municipal Election

---

**RECOMMENDATION**

It is recommended that the City Council:

- a. Adopt a Resolution (Attachment "A") calling for the holding of a General Municipal Election to be held on Tuesday, March 5, 2013, for the Election of certain officers as required by the provisions of the laws of the State of California relating to general law cities;
- b. Adopt a Resolution (Attachment "B") requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, March 5, 2013; and
- c. Adopt a Resolution (Attachment "C") consenting to an Election consolidation with the County of Los Angeles, including the Los Angeles Community College District and the Los Angeles Unified School District and ordering that the three seats on the Board of Trustees of the Los Angeles Community College District and the one seat on the Board of Education of the Los Angeles Unified School District appear on the ballot of the General Municipal Election to be held on Tuesday, March 5, 2013.

**BACKGROUND:**

In order to proceed with our General Municipal Election, three Resolutions must be adopted:

1. Calling Election - In addition to giving notice of the election, this Resolution sets the stipend for Inspectors, Clerks, training, and polling place rental.

## Adoption of Three Resolutions Required for the March 5, 2013 General Municipal Election

Page 2

2. Requesting County Services - In preparation for the election, we will require Los Angeles County to provide services including voter and precinct information, voter signature verification services, and election equipment and assistance as needed according to State law.
3. Consolidating with City of Los Angeles - The City of Los Angeles has requested to consolidate their Primary Nominating Election with our General Municipal Election. Over the past ten years, the San Fernando City Council has agreed to the consolidation and in doing so, our election costs are significantly reduced (i.e., in 2011, the City of Los Angeles reimbursed the City of San Fernando approximately \$21,000 for their portion of the expenses).

**BUDGET IMPACT:**

Funding (\$53,000) is included in the Fiscal Year 2012-2013 Budget. If the City Council chooses to consolidate elections with the City of Los Angeles, the City will attain a savings of approximately \$20,000.

**ATTACHMENTS:**

- A. Resolution – Calling Election
- B. Resolution – Requesting County Services
- C. Resolution – Consolidating with City of Los Angeles

**ATTACHMENT "A"****RESOLUTION NO. 7506**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, CALLING FOR THE HOLDING  
OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON  
TUESDAY, MARCH 5, 2013, FOR THE ELECTION OF CERTAIN  
OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS  
OF THE STATE OF CALIFORNIA RELATING TO GENERAL  
LAW CITIES**

**WHEREAS**, under the provisions of the laws relating to General Law Cities in the State of California General Municipal Election shall be held on March 5, 2013, for the election of Municipal Officers.

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

**SECTION 1:** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of San Fernando, California, on Tuesday, March 5, 2013, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years and one (1) City Treasurer for the full term of four years.

**SECTION 2:** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 3:** That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 4:** That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in §14401 of the Elections Code of the State of California.

**SECTION 5:** That pursuant to Elections Code §12310, a stipend for services for the persons named as precinct board members is fixed at the sum of \$125 for each Inspector and \$100 for each Clerk for the election. In addition, the sum of \$25 will be given to each precinct board member to attend a training class and the sum of \$25 to be given to each inspector to pick up the precinct supplies. The rental for each polling place, where a charge is made, shall be the sum of \$100 for the election.

**SECTION 6:** That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 7:** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 8.** That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official, the City Council, in accordance with Elections Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot (i.e., coin toss, draw straws, drawing of names).

**SECTION 9:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 10:** The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of October, 2012.

\_\_\_\_\_  
Brenda Esqueda, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 1<sup>st</sup> of October 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk



**ATTACHMENT "B"****RESOLUTION NO. 7507**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, REQUESTING THE BOARD OF  
SUPERVISORS OF THE COUNTY OF LOS ANGELES TO  
RENDER SPECIFIED SERVICES TO THE CITY RELATING TO  
THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO  
BE HELD ON TUESDAY, MARCH 5, 2013**

**WHEREAS**, a General Municipal Election is to be held in the City of San Fernando, California, on March 5, 2013; and

**WHEREAS**, in the course of conduct of the election it is necessary for the City to request services of the County; and

**WHEREAS**, all necessary expenses in performing these services shall be paid by the City of San Fernando.

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

**SECTION 1:** That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the county uses for their elections;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
  - a. Produce labels for vote-by-mail voters;
  - b. Produce labels for sample ballot pamphlets;
  - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed; and

5. Make available to the City election equipment and assistance as needed according to State law.

**SECTION 2:** That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

**SECTION 3:** That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution.

**SECTION 4:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of October, 2012.

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Brenda Esqueda, Mayor

**ATTEST:**

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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 duly adopted by the City Council at a regular meeting held on the 1<sup>st</sup> day of October 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT "C"****RESOLUTION NO. 7508**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, CONSENTING TO AN ELECTION CONSOLIDATION WITH THE CITY OF LOS ANGELES, INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT AND ORDERING THAT THE THREE (3) SEATS ON THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND THE ONE (1) SEAT ON THE BOARD OF EDUCATION OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT APPEAR ON THE BALLOT OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013**

**WHEREAS**, a General Municipal Election will be held on Tuesday, March 5, 2013 and has been called by Resolution No. 7506, adopted by the City Council of the City of San Fernando on October 1, 2012; and

**WHEREAS**, in accordance with the City of Los Angeles' Resolution adopted on September 11, 2012, the City Council of the City of San Fernando is hereby requested to consent to a consolidation with the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District and the Los Angeles Unified School District, with the City's General Municipal Election scheduled to be held March 5, 2013; and

**WHEREAS**, the City of Los Angeles agrees to pay its' proportionate share of the costs relating to the conduct of this election.

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

**SECTION 1:** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, the City Council of the City of San Fernando hereby consents to consolidate the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District and the Los Angeles Unified School District for the purpose of electing three (3) Members of the Board of Trustees for the Los Angeles Community College District in Districts 2, 4, and 6, and (1) Member of the Board of Education of the Los Angeles Unified School District in District 6 with the General Municipal Election of the City of San Fernando.

**SECTION 2:** In the event it appears at a later time that it would be in the best interest of the voters in the City of San Fernando to conduct these elections concurrently, instead of by consolidation, then only a verbal agreement between the two City Clerks is required to do so. A concurrent election is when each city conducts its own election separately, but using the same polling places and sharing election workers. Voters will walk in, sign a Roster and vote a City of San Fernando ballot, deposit it in the City of San Fernando ballot box, and then sign a second

Roster, vote a City of Los Angeles ballot and deposit it in the City of Los Angeles ballot box. The voters will get a sample ballot from each city, and will have to apply to each city for a vote by mail ballot from the respective city.

**SECTION 3:** In the event that the General Municipal Election to be held in the City of San Fernando should be cancelled due to insufficient candidates, then the City of Los Angeles will be responsible for the conduct of their election within the boundaries of the City of San Fernando.

**SECTION 4:** That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 5:** That the City Clerk shall forward without delay, a copy of said Resolution to the Los Angeles County Board of Supervisors, the Los Angeles County Registrar-Recorder/County Clerk, and to the City Clerk of the City of Los Angeles.

**SECTION 6:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of October, 2012.

\_\_\_\_\_  
Brenda Esqueda, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 1<sup>st</sup> day of October 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk



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## ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Mayor Brenda Esqueda and Councilmembers

**FROM:** Al Hernández, City Administrator

**DATE:** October 1, 2012

**SUBJECT:** Ordinance Amending Article II (Cable Communications Franchising) of Chapter 86 (Telecommunications) of the San Fernando City Code In Accordance with the Digital Infrastructure and Video Competition Act of 2006

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of “An Ordinance of the City of San Fernando Amending Article II (Cable Communications Franchising) of Chapter 86 (Telecommunications) of the San Fernando City Code, in accordance with the Digital Infrastructure and Video Competition Act of 2006” (Attachment “A”).

#### **BACKGROUND:**

In 2006, the State Legislature adopted Digital Infrastructure and Video Competition Act of 2006 (DIVCA) in order to streamline the franchising process for video service providers. Prior to the adoption of DIVCA in 2006, the City could negotiate the terms of franchise agreements for video service, including amounts to be paid under the franchise, the number of Public, Educational, and Governmental Access (PEG) channels, the support for public access programming to air on the PEG channels, and free cable to public locations such as schools, libraries and other municipal buildings. Previously, video services providers were required to negotiate individually with each local jurisdiction where they desired to provide service.

Now, DIVCA precludes local jurisdictions from imposing local franchise requirements on video service providers. DIVCA requires all video service providers to obtain a state franchise from the California Public Utilities Commission (CPUC), unless the video service provider has a local franchise in effect before January 1, 2008. The video service provider with a current local may continue operating under that franchise until it expires, or until the franchisee and City agree on a termination date. DIVCA establishes the amount of franchise fees and PEG fees that may be paid to the City. Franchise fees are limited to five percent (5%) of the state franchise holders “gross

Ordinance Amending Article II (Cable Communications Franchising) of Chapter 86 (Telecommunications) of the San Fernando City Code In Accordance with the Digital Infrastructure and Video Competition Act of 2006

Page 2

receipts,” as gross receipts are defined by DIVCA. Additionally, PEG franchise fees are limited to one percent (1%) of the gross revenues.

The CPUC administers certain provisions of the state franchises under DIVCA, including the enforcement of built-out and non-discrimination provisions. Administration of some areas of DIVCA are designated to the City’s control, specifically, the collection of franchise fee, PEG issuance, and enforcement of customer service standards. All three of these components are addressed in the City’s proposed Ordinance.

**ANALYSIS:**

Adoption of the proposed Ordinance preserves the City’s ability, to the extent permitted by DIVCA, to collect PEG fees and enforce customer service standards. The Ordinance complies with DIVCA by requiring that any state franchise holder operating within the City pays a state franchise fee of five percent (5%) of gross revenues received from activities within the City (which the City already collects). Additionally, the proposed Ordinance provides that each state franchise holder shall pay the City a PEG fee equal to one percent (1%) of the gross revenues received from activities within the City. The City must use the PEG franchise fee to support PEG infrastructure-related costs and cannot be used for General Fund purposes.

The customer service standards set forth in the proposed Ordinance are set by State and Federal Law. The standards address issues such as installation, disconnection, service and repair obligations, billing procedures, rate increases, complaint and bill dispute resolution procedures, and other subscriber policy protections. The City is precluded from imposing standards in other areas, or increasing or decreasing the performance standards specified by DIVCA.

**BUDGET IMPACT:**

Estimated additional restricted revenues will be \$25,000 per year, to be used to support PEG infrastructure and related costs to produce cable channel programming.

**CONCLUSION:**

The proposed Ordinance, if adopted, would amend Chapter 86 of the San Fernando City Code to codify the City’s existing franchise fee, establish a PEG fee (both of which are based on the state franchise holder’s gross revenues), and impose penalties for violations of customer service standards. Staff recommends adoption of the proposed Ordinance.

**ATTACHMENT:**

A. Ordinance



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

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

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

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

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

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

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

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

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

**"ARTICLE II. – VIDEO SERVICE PROVIDED BY STATE FRANCHISE HOLDERS**

**Sec. 86-26. – Purpose and Applicability.**

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

**Sec. 86-27. - Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FINAL REPORT IS  
NOT AVAILABLE**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER  
ON MONDAY  
OCTOBER 1, 2012**

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**CITY COUNCIL****MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers  
**FROM:** Councilmember Sylvia Ballin  
**DATE:** October 1, 2012  
**SUBJECT:** Request for Budget Update Including Outstanding Debts

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**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and would like staff to provide a thorough update regarding the current budget status including outstanding debts and big ticket items (i.e., Los Angeles Fire Department, Attorney invoices, etc.).

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**CITY COUNCIL****MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers  
**FROM:** Councilmember Sylvia Ballin  
**DATE:** October 1, 2012  
**SUBJECT:** Report by City Treasurer

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**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and would like the City Treasurer to provide a report that includes function, role and responsibilities of the City Treasurer.

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**CITY COUNCIL****MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers  
**FROM:** Councilmember Sylvia Ballin  
**DATE:** October 1, 2012  
**SUBJECT:** Information Technology Request for Proposal (IT RFP) Update

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**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and would like staff to provide a thorough update regarding the current status of the IT RFP.