



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

NOVEMBER 19, 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) **ADOPTION OF RESOLUTION NO'S 12-111 AND 12-112 - APPROVAL OF WARRANT REGISTERS**
- 2) **FINANCIAL STATEMENT – JUNE 2012**

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

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3) SECOND AMENDMENT TO THE FACILITY USE AND TRANSPORTATION AGREEMENT WITH VALLEY REGIONAL HIGH SCHOOL NO. 5

Recommend that the City Council authorize the City Administrator to execute the second amendment to the Facility Use and Transportation Agreement with Valley Regional High School No. 5 by extending the completion date of the proposed Reciprocal-Use Agreement to May 31, 2013.

NEW BUSINESS

4) AWARD OF CONTRACT – MUNICIPAL NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM COMPLIANCE ASSISTANCE

Recommend that the City Council:

- a. Accept the most qualified bid in the amount of \$39,000 from TECS Environmental Compliance Services, Inc. for unicipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance; and
- b. Authorize the City Administrator to execute a Professional Services Contract with TECS Environmental Compliance Services, Inc. in an amount not to exceed \$39,000.

5) SAN FERNANDO MALL CURBSIDE PARKING

Recommend that the City Council approve a modification to change yellow loading curbs to green curbs on San Fernando Road between Brand Boulevard and San Fernando Mission Boulevard.

6) AWARD OF CONTRACT – ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$143,080 from Severn Trent Water Purification, Inc. for the purchase and installation of an On-Site Sodium Hypochlorite Generation (OSG) System; and
- b. Authorize the City Administrator to execute a Professional Services Contract with Severn Trent Water Purification , Inc., in the amount not to exceed \$143,080 with an additional 10% contingency.



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STANDING COMMITTEE UPDATES

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

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

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) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
G.C. 54957

Title: City Administrator

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



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- D) 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: November 15, 2012 (5:00 p.m.)



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

San Fernando City Council

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator/Deputy Finance Director
By: Sandra Franco-Rivas, Senior Account Clerk

DATE: November 19, 2012

SUBJECT: Approval of Warrant Registers

RECOMMENDATION:

It is recommended that the City Council approve the Warrant Registers dated November 5, 2012, (Attachment “A”) and November 19, 2012 (Attachment “B”).

BACKGROUND:

1. For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

2. There are two warrant registers enclosed due to the lack of a formal City Council meeting on November 5, 2012. As directed by Resolution No. 6212, the warrant for November 5, 2012 was approved by the City Administrator and the Deputy Finance Director. This Resolution

Approval of Warrant Register

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permits the release of regular occurring warrants. A copy of the Resolution and the memo provided to the City Treasurer approving the release of the warrants is also included (Attachment "C").

ATTACHMENTS:

- A. November 5, 2012 Warrant Register
- B. November 19, 2012 Warrant Register
- C. Resolution No. 6212 and Memo to City Treasurer

ATTACHMENT "A"**RESOLUTION NO. 12-111****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 12-111****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of November, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Vchlist		Voucher List				Page:	1
11/02/2012 9:37:20AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99760	11/5/2012	100066 ADS ENVIRONMENTAL SERVICES,INC	12496.22.32.0912		FLOW MONITORING SERVICE & QUAR		
					72-360-0000-4260	3,824.01	
					Total :	3,824.01	
99761	11/5/2012	100067 ADVANCE DIRECT MAIL	1052012		UTILITY BILLING MAILING SERVICE - O		
					70-382-0000-4300	81.17	
					72-360-0000-4300	81.17	
					73-350-0000-4300	81.16	
					Total :	243.50	
99762	11/5/2012	100070 ADVANCED ELECTRONICS INC.	0119416-IN		TWO WAY RADIO , SP EQUIPMENT ANI		
					01-222-0000-4260	2,205.81	
					Total :	2,205.81	
99763	11/5/2012	100074 AEGIS COMPUTERS INC.	207866		COMP MAINT - 07/09 - 07/13 (64.50HRS)		
					01-190-0241-4260	2,892.50	
					01-190-0420-4260	390.00	
					01-222-0000-4260	650.00	
					01-190-0381-4260	260.00	
			207868		COMP MAINT - 07/16 - 07/19 (63HRS)		
					01-190-0241-4260	2,795.00	
					01-190-0420-4260	390.00	
					01-222-0000-4260	650.00	
					01-190-0381-4260	260.00	
			207869		COMP MAINT - 07/23 - 07/27 (52.50HRS)		
					01-190-0241-4260	2,860.00	
					01-222-0000-4260	552.50	
			207870		WEB DESIGN/SUPPORT & WEBSITE SE		
					01-190-0241-4260	930.00	
			207872		COMP MAINT - 07/30 - 08/03 (60.50HRS)		
					01-190-0241-4260	2,632.50	
					01-190-0420-4260	390.00	
					01-222-0000-4260	650.00	
					01-190-0381-4260	260.00	
					Total :	16,562.50	
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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99764	11/5/2012	100101 VERIZON WIRELESS-LA	460851202		PD CELL PHONES		
					01-222-0000-4220	107.04	
					10-220-3641-4220	26.84	
			561407019		CITY YARD CELL PHONE & USB MODEI		
					70-384-0000-4220	153.08	
					01-320-0000-4220	2.86	
					72-360-0000-4220	0.29	
					01-390-0000-4220	2.86	
			660629692		VARIOUS CELL PHONES		
					01-106-0000-4220	27.78	
					70-384-0000-4220	21.73	
			970459610		VARIOUS CELL PHONES		
					01-310-0000-4220	37.03	
					72-360-0000-4220	21.21	
					01-105-0000-4220	31.50	
					01-101-0113-4220	146.64	
					01-101-0109-4220	27.41	
					Total :	606.27	
99765	11/5/2012	100124 ALL-PHASE ELECTRIC SUPPLY CO.	0946-720363		BALLAST & LIGHTS FOR RUDY ORTEG		
					01-390-7500-4300	156.73	
			0946-720659		SMALL TOOLS		
					01-390-0410-4340	21.90	
					01-390-7500-4300	156.73	
					Total :	335.36	
99766	11/5/2012	100221 ORTEGA, SYLVIA	REIMB.		REIMB OF SHIPPING FEE FOR GRANT		
					10-220-3695-4300	52.41	
					Total :	52.41	
99767	11/5/2012	100222 ARROYO BUILDING MATERIALS, INC	97333		SPRINKLER REPAIR - 449 PARK		
					13-311-0000-4300	4.56	
			97597		FREEZER PAD FOR DEAD ANIMAL COL		
					15-310-0866-4600	95.73	
			97666		SIDEWALK REPAIR - 4449 PARK		
					13-311-0000-4300	92.32	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99767	11/5/2012	100222	100222 ARROYO BUILDING MATERIALS, INC	(Continued)		
					Total :	192.61
99768	11/5/2012	100405	BONANZA CONCRETE, INC.		SIDEWALK, CURB & GUTTER REPAIR - 15-310-0866-4600	764.51
					SIDEWALK REPAIR - 648 HEWITT 15-310-0866-4600	859.55
					Total :	1,624.06
99769	11/5/2012	100532	STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE		LIVESCAN FINGERPRITING - SEPT 201 01-222-3721-4260	3,784.00
					EMPLOYEE SCREENING FINGERPRINTING - 01-106-0000-4270	160.00
					Total :	3,944.00
99770	11/5/2012	100676	R. E. CHARLES PLUMBING, INC.		CLEAR URINAL @ MEN'S OUTSIDE RESTROOM 01-390-0410-4330	125.00
					Total :	125.00
99771	11/5/2012	100713	CITY OF GLENDALE	GLN0000005192	WATERMASTER COST SHARE AGREEMENT 70-381-0000-4260	3,741.60
					Total :	3,741.60
99772	11/5/2012	100731	CITY OF LOS ANGELES	74WP1300000026	O & M PORTION OF ASSSC - 11/30/12 72-360-0000-4260	116,641.00
				74WP1300000027	CAPITAL PORTION OF ASSSC. - 11/30/12 72-360-0000-4600	73,921.00
					Total :	190,562.00
99773	11/5/2012	100747	COASTLINE EQUIPMENT	88131	BACKHOE BUCKET PINS 70-383-0000-4320	284.93
					Total :	284.93
99774	11/5/2012	100805	COOPER HARDWARE INC.	86138	THREADLOCK GEL, KEYS & MISC SUPPLIES 70-383-0301-4300	30.66
				86300	BRASS BELL 70-383-0301-4300	10.97
				86329	DRYWALL SCREWS 27-344-0301-4300	7.37

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99774	11/5/2012	100805 COOPER HARDWARE INC.	(Continued) 86431		SILICONE, SCRAPER W/BLADE & DUST 13-371-0301-4300	102.76
			86442		CONCRETE BAGS 70-383-0000-4260	18.14
					Total :	169.90
99775	11/5/2012	100937 CDPH-OCP	1260220		WATER SYSTEM FEE 07/01/11 - 06/30/11 70-381-0000-4450	7,157.87
					70-384-0857-4600	6,589.80
					Total :	13,747.67
99776	11/5/2012	101089 ESCOBAR, MARCO	101112-1		L P SENIOR PETTY CASH REIMB. 04-2380	66.13
			101112-2		L P SENIOR PETTY CASH REIMB. 04-2380	157.13
			101512		L P SENIOR PETTY CASH REIMB. 04-2380	58.60
			111212		L P SENIOR PETTY CASH REIMB. 04-2380	159.68
					Total :	441.54
99777	11/5/2012	101140 FAR WEST CHARTERS	LAS VEGAS		DEPOSIT - SR CLUB TRIP VOLUNTEER 04-2380	500.00
					Total :	500.00
99778	11/5/2012	101147 FEDEX	2-055-42051		COURIER SERVICE 01-190-0000-4280	32.69
					Total :	32.69
99779	11/5/2012	101173 WRIGHT EXPRESS FSC	30771869		FUEL FOR FLEET 01-320-0320-4402	162.18
					01-320-0346-4402	63.42
					01-320-0370-4402	763.32
					01-320-0371-4402	315.25
					01-320-0390-4402	1,355.28
					01-320-0420-4402	4.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99779	11/5/2012	101173 WRIGHT EXPRESS FSC	(Continued)			
					27-344-0000-4402	127.24
					29-335-0000-4402	177.26
					70-381-0000-4402	34.15
					70-382-0000-4402	211.66
					70-383-0000-4402	790.60
					70-384-0000-4402	270.77
					72-360-0000-4402	255.31
					73-350-0000-4402	92.55
					07-313-3630-4402	725.04
					01-320-0152-4402	338.51
					01-320-0221-4402	261.62
					01-320-0222-4402	76.35
					01-320-0224-4402	752.22
					01-320-0225-4402	6,220.21
					01-320-0226-4402	2.00
					01-320-0228-4402	916.47
					01-320-0311-4402	881.42
					01-320-0312-4402	2.00
					Total :	14,798.83
99780	11/5/2012	101300 GENERAL PUMP CO., INC.	22279		WATER PUMP FOR WELL 7A	
				10942	70-384-0857-4600	51,638.00
					Total :	51,638.00
99781	11/5/2012	101302 VERIZON	8181811070		POLICE PAGING	
			8181811075		01-222-0000-4220	39.85
					CITY HALL PAGING	
					01-190-0000-4220	44.97
			8181811111		MUSIC CHANNEL	
					01-190-0000-4220	44.97
			8181811114		CITY YARD AUTO DIALER	
					70-384-0000-4220	48.89
			8181811126		RADIO REPEATER	
					01-222-0000-4220	44.45
			8181811136		RADIO REPEATER	
					01-222-0000-4220	44.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99781	11/5/2012	101302 VERIZON	(Continued)			
			8181811380		MWD METER	
					70-384-0000-4220	43.77
			8181973209		PARKS MAJOR PHONE LINES	
					01-420-0000-4220	1,412.75
			8181973210		PD MAJOR PHONE LINES	
					01-222-0000-4220	2,770.88
			8181973211		PHONE BILL	
					01-190-0000-4220	2,228.52
			8181990351		PAC 50 TO SHERRIFFS	
					01-222-0000-4220	496.81
			8183610901		SEWER FLOW MONITOR	
					72-360-0000-4220	43.39
			8183612385		MTA PHONE LINE	
					07-440-0441-4220	88.51
					01-190-0000-4220	44.25
			8183613958		CNG STATION	
					01-320-3661-4220	37.72
			8188315002		PD SPECIAL PROBLEMS	
					01-222-0000-4220	38.42
			8188377174		PD SPECIAL PROBLEMS	
					01-222-0000-4220	27.29
			8188381841		ENGINEERING FAX MODEM	
					01-310-0000-4220	27.90
			8188981027		POOL FACILITY PHONE LINES	
					01-430-0000-4220	133.72
			8188981027		POOL FACILITY PHONE LINES	
					01-430-0000-4220	132.50
			8188981293		CITY YARD MAJOR PHONE LINES	
					70-384-0000-4220	710.14
			8188987373		PD EMERGENCY	
					01-222-0000-4220	204.85
			8188987385		LP FAX LINE	
					01-420-0000-4220	56.65
					Total :	8,765.65
99782	11/5/2012	101302 VERIZON	8183617646		HERITAGE PARK PHONE LINE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99782	11/5/2012	101302 VERIZON	(Continued)			
			8183617646		01-420-0000-4220	204.88
					1ST INSTALLMENT - HERITAGE PARK F	
					01-190-0000-4220	1,756.00
					Total :	1,960.88
99783	11/5/2012	101399 MAXIMUS, INC.	101661.01.04 - 001		PREP & SUBMISSION OF STATE MAND.	
					01-130-0000-4270	1,680.00
					Total :	1,680.00
99784	11/5/2012	101528 THE HOME DEPOT CRC, ACCT#603532202490	176879		LOG SPLITTER AND WEDGER	
			2024489		01-346-0000-4340	194.51
					GRAFFITI DEPARTMENT SUPPLIES	
			4012728		01-152-0000-4300	262.63
					PD SINK REPAIR IN LOCKER ROOM	
			4012730		01-390-0222-4430	784.66
					KITCHEN VENT LIDS @ PD	
			4032917		01-390-0222-4300	17.34
					GRAFFITI DEPARTMENT SUPPLIES	
			5020584		01-152-0000-4300	83.61
					SPADE HANDLE DRILL	
			5029542		70-383-0000-4340	183.79
					GRAFFITI DEPARTMENT SUPPLIES	
			5177198		01-152-0000-4300	285.48
					TRASH BAGS	
					01-341-0000-4340	149.63
					07-313-0000-4320	149.63
					01-311-0000-4300	149.63
					Total :	2,260.91
99785	11/5/2012	101599 IMAGE 2000 CORPORATION	VN283947		TOSHIBA 720 CONTRACT BASE RATE (
					01-190-0000-4320	290.68
			VN283948		TOSHIBA 3510 CONTRACT BASE RATE	
					01-190-0000-4320	739.66
					Total :	1,030.34
99786	11/5/2012	101647 INTERSTATE BATTERY	30569140		BATTERIES FOR FLEET	

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11/02/2012 9:37:20AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99786	11/5/2012	101647 INTERSTATE BATTERY	(Continued)		01-1215	315.21	
					Total :	315.21	
99787	11/5/2012	101649 INTER VALLEY POOL SUPPLY, INC	46922		POOL CHEMICALS		
			47002		01-430-0000-4300	1,142.12	
					POOL CHEMICALS		
			47266		01-430-0000-4300	173.96	
					POOL CHEMICALS		
					01-430-0000-4300	1,581.82	
					Total :	2,897.90	
99788	11/5/2012	101666 DE LAGE LANDEN FINANCIAL SERVS	15426863		SHARP COPIERS USAGE 10/01/12 - 10/31/12		
					01-222-0000-4260	603.56	
					Total :	603.56	
99789	11/5/2012	101700 JAMES RESTAURANT	43		PRISONER MEALS FOR SEPT 2012		
					01-225-0000-4350	420.00	
					Total :	420.00	
99790	11/5/2012	101768 KIMBALL-MIDWEST	2643264		MISC NUTS, BOLTS & RIVITS		
			2643289		01-1215	184.34	
					GRINDING DISC		
					27-344-0000-4340	151.16	
					Total :	335.50	
99791	11/5/2012	101848 LANGUAGE LINE SERVICES	3019334		TRANSLATION SERVICES		
					01-222-0000-4260	23.37	
					Total :	23.37	
99792	11/5/2012	101879 LEAGUE OF CALIFORNIA CITIES	2046		FY12/13 MEMBERSHIP DUES		
					01-190-0000-4380	1,081.50	
					Total :	1,081.50	
99793	11/5/2012	101920 LIEBERT CASSIDY WHITMORE	092012		ERC WORKSHOPS 09/12/12		
					01-150-0000-4360	35.00	
					01-106-0000-4260	35.00	
					01-420-0000-4360	70.00	

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CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99793	11/5/2012	101920 LIEBERT CASSIDY WHITMORE	(Continued)		01-225-0000-4360	35.00
					70-381-0000-4360	35.00
					01-310-0000-4360	35.00
					70-383-0000-4360	35.00
					01-390-0410-4360	35.00
					Total :	315.00
99794	11/5/2012	101929 LINGO INDUSTRIAL ELECTRONICS	31922		PV PROGRAMMABLE REPLACEMENT I	
					13-371-0301-4300	1,521.12
					Total :	1,521.12
99795	11/5/2012	101971 L.A. MUNICIPAL SERVICES	101112		ELECTRIC - 13655 FOOTHILL	
					70-384-0000-4210	65.78
			101212		ELECTRIC - 14060 SAYRE	
					70-384-0000-4210	17,813.04
					Total :	17,878.82
99796	11/5/2012	101974 LOS ANGELES COUNTY	SEPT 2012		ANIMAL CARE & CONTROL FEES - AUG	
					01-222-0000-4260	3,685.57
					Total :	3,685.57
99797	11/5/2012	102003 LOS ANGELES COUNTY	RE-PW-12091201960		INDUSTRIAL WASTE SERVICES THROL	
					72-360-0000-4430	5,290.64
					Total :	5,290.64
99798	11/5/2012	102007 L.A. COUNTY SHERIFFS DEPT.	131055WC		PRISONER MEALS FOR SEPT 2012	
					01-225-0000-4350	724.12
					Total :	724.12
99799	11/5/2012	102147 METROPOLITAN TRANSPORTATION	800053399		SHARE ON THE COST OF AN ASSISTAN	
					01-310-0000-4270	1,368.00
					Total :	1,368.00
99800	11/5/2012	102177 MENDOZA, SALVADOR	101012		MUSIC FOR THANKSGIVING DINNER D	
					04-2380	900.00
					Total :	900.00

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99801	11/5/2012	102226 MISSION LINEN & UNIFORM	340683617		LAUNDRY	
			340684383		01-225-0000-4350 LAUNDRY	116.29
			340685426		01-225-0000-4350 LAUNDRY	148.16
			340686167		01-225-0000-4350 LAUNDRY	116.29
			340687210		01-225-0000-4350 LAUNDRY	148.16
			340687951		01-225-0000-4350 LAUNDRY	128.91
					01-225-0000-4350	156.14
					Total :	813.95
99802	11/5/2012	102278 MOTOROLA, INC.	13919909	10943	RADIO BATTERIES	
					01-222-0000-4320	3,816.00
					01-222-0000-4320	332.15
					Total :	4,148.15
99803	11/5/2012	102287 MUNICIPAL CODE CORP.	00221434		UPDATE CITY CODE WITH ADOPTED C	
					01-115-0000-4260	2,497.45
					Total :	2,497.45
99804	11/5/2012	102303 NACHO'S ORNAMENTAL SUPPLY	207754		METAL	
					70-384-0301-4300	5.44
					Total :	5.44
99805	11/5/2012	102376 NEXGEN	074057		GRAFFITI REMOVER	
					01-390-0410-4300	241.26
					01-390-0460-4300	133.33
					01-390-0470-4300	133.33
					01-390-7500-4300	133.34
					Total :	641.26
99806	11/5/2012	102395 NORMAN A. TRAUB ASSOCIATES	12012.2		INVESTIGATION SERVICES	
					01-110-3376-4270	1,049.00
					Total :	1,049.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99807	11/5/2012	102403 NOW IMAGE PRINTING	1434		GARAGE SALE PERMITS	
			1456		01-152-0000-4300	131.59
					VISITOR PARKING PERMITS	
					01-106-0000-4230	180.53
					Total :	312.12
99808	11/5/2012	102423 OCCU-MED, INC.	0312901		PRE-EMPLOYMENT PHYSICAL	
			0912901		01-106-0000-4260	542.50
					PRE EMPLOYMENT PHYSICAL	
					01-106-0000-4260	500.00
					Total :	1,042.50
99809	11/5/2012	102432 OFFICE DEPOT	1511274218		ENG PAPER BOND	
			626141856001		01-310-0000-4300	3.77
					PENS	
			626142105001		01-222-0000-4300	10.98
					FILE JACKET & PAPER	
			626172297001		01-222-0000-4300	129.28
					AIR DUSTERS, HP INK	
			626833762001		01-222-0000-4300	85.61
					CANDIDATE BINDERS	
					01-116-0000-4300	15.12
					01-115-0000-4300	2.35
					01-105-0000-4300	13.92
					01-101-0000-4300	25.24
			626925646001		XEROX TONER	
					70-382-0000-4300	39.04
					72-360-0000-4300	39.04
					73-350-0000-4300	39.05
			627392668001		COPY PAPER	
					01-422-0000-4300	196.40
			627656646001		HP INK, FOLDERS, CORRECTION TAPE	
					01-390-0000-4300	126.99
			627687180001		RIBBON, ENVELOPES, FILE TABS, NOT	
					01-222-0000-4300	97.28
			627689760001		BOXES	
					01-222-0000-4300	39.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99809	11/5/2012	102432 OFFICE DEPOT	(Continued)				
			627689761001		POST IT NOTES		
					01-222-0000-4300	5.81	
			627843963001		PRINT SERVER		
					01-150-0000-4300	414.28	
			628197684001		PENS, HANGING POCKETS, FOLDERS		
					01-222-0000-4300	293.59	
			628456078001		TONER CARTRIDGES, HIGHLIGHTERS,		
					01-150-0000-4300	1,115.24	
			628456160001		HANGING FLODERS		
					01-150-0000-4300	40.50	
					Total :	2,733.21	
99810	11/5/2012	102503 FABULOUS PALM SPRINGS FOLLIES	466844		FINAL PAYMENT - SENIOR TRIP TO PAL		
					04-2382	2,104.00	
					Total :	2,104.00	
99811	11/5/2012	102530 AT & T	818-270-2203		1SDN LINE/LASN NETWORK		
					01-222-0000-4220	104.58	
					Total :	104.58	
99812	11/5/2012	102568 PARKHOUSE TIRE, INC.	4010077895		REPLACE TIRE - WA5213		
					70-383-0000-4400	1,116.71	
					Total :	1,116.71	
99813	11/5/2012	102666 PREFERRED DELIVERY SYSTEMS INC	549-41		COURIER SERVICE		
					01-222-0000-4260	206.00	
			549-42		COURIER SERVICE		
					01-222-0000-4260	206.00	
					Total :	412.00	
99814	11/5/2012	102688 PROFESSIONAL PRINTING CENTERS	22027		CASH/PROPERTY ENVELOPES		
					01-222-0000-4300	244.69	
					Total :	244.69	
99815	11/5/2012	102766 RALPHS GROCERY COMPANY	R06736		GIFT CERTIFICATES FOR THANKSGIVII		
					04-2380	247.50	

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99825	11/5/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			092812		29-335-0000-4210	1,309.93
					ELECTRIC - HERITAGE PARK	
					01-420-0000-4210	217.58
					01-371-0000-4210	40.86
			092912		ELECTRIC - MOTT/BRAND	
					01-371-0000-4210	44.23
					01-390-0457-4210	257.79
			100212		ELECTRIC - 910 FIRST	
					01-222-0000-4210	8,585.83
					01-320-3661-4210	2,544.05
					29-335-0000-4210	44.60
					01-390-0310-4210	3,748.41
					27-344-0000-4210	23.97
					01-390-0450-4210	780.04
					27-344-0000-4210	630.83
					29-335-0000-4210	51.14
			100312		ELECTRIC - 858 HARDING	
					01-420-0000-4210	4,320.18
					27-344-0000-4210	109.81
			100412		ELECTRIC - GLENOAKS/GRISWOLD; 81	
					27-344-0000-4210	18,322.33
					01-420-0000-4210	4,678.54
					01-430-0000-4210	4,160.69
			100512		ELECTRIC - VARIOUS LOCATIONS	
					01-371-0000-4210	1,528.70
			101012		ELECTRIC - BRAND/3RD & 1202 PICO	
					01-371-0000-4210	49.34
					29-335-0000-4210	164.80
			101112		ELECTRIC - 900 1/2 1ST, 1041 1/2 TRUN	
					01-390-0470-4210	119.09
			101212		ELECTRIC - TRUMAN/KITTRIDGE	
					01-341-0000-4210	23.04
			101312		ELECTRIC - 120 MACNEIL	
					01-390-0450-4210	953.34
					70-381-0000-4210	476.67
					72-360-0000-4210	476.66

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99825	11/5/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
					70-384-0000-4210	1,142.20
					Total :	54,804.65
99826	11/5/2012	103205 THE GAS COMPANY	100812		GAS - 910 1ST	
					01-222-0000-4210	294.22
					01-310-0000-4210	49.86
					70-381-0000-4210	3.50
					72-360-0000-4210	3.50
					01-390-0450-4210	7.01
					01-420-0000-4210	8.02
					Total :	366.11
99827	11/5/2012	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION	
					01-320-3661-4402	3,827.40
					Total :	3,827.40
99828	11/5/2012	103251 STANLEY PEST CONTROL	431429		PEST CONTROL @ PD	
					01-390-0222-4260	64.00
					Total :	64.00
99829	11/5/2012	103349 THE HOUSE OF PRINTING, INC.	143338		BUSINESS CARDS	
					01-140-0000-4300	55.95
					01-150-0000-4300	55.94
					Total :	111.89
99830	11/5/2012	103439 UPS	831954402		COURIER SERVICE	
					01-190-0000-4280	139.33
					Total :	139.33
99831	11/5/2012	103445 UNDERGROUND SERVICE ALERT	920120658		(27) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	40.50
					Total :	40.50
99832	11/5/2012	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE	
					73-350-0000-4300	313.20
					70-382-0000-4300	313.19
					72-360-0000-4300	313.19

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99853	11/5/2012	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1054828		01-390-0460-4260 ALARM MONITORING - NOV 2012	15.00
			1054829		01-390-0410-4260 ALARM MONITORING - NOV 2012	15.00
			1054830		01-390-0410-4260 ALARM MONITORING - NOV 2012	15.00
			1054831		01-390-0310-4260 ALARM MONITORING - NOV 2012	15.00
			1054832		70-381-0450-4260 ALARM MONITORING - NOV 2012	15.00
			1054833		01-390-0410-4260 ALARM MONITORING - NOV 2012	15.00
			1054834		01-390-0460-4260 ALARM MONITORING - NOV 2012	15.00
			1054835		01-390-0410-4260 ALARM MONITORING - NOV 2012	15.00
			1054836		01-430-0000-4260 ALARM MONITORING - NOV 2012	15.00
			1054837		70-381-0450-4260 ALARM MONITORING - NOV 2012	15.00
					Total :	195.00
99854	11/5/2012	888531 BIG RED PLUMBING SUPPLY, INC.	73682		PARTS TO REPAIR TOILETS @ REC PA	
					01-390-0410-4300	17.97
					Total :	17.97
99855	11/5/2012	888552 LAW OFFICES DAPEER, ROSENBLIT & LITVAK 6205	6295		LEGAL SERVICES	95.17
					01-150-0000-4270 LEGAL SERVICES	
					01-150-0000-4270	244.05
					Total :	339.22
99856	11/5/2012	888556 KEY EQUIPMENT FINANCE	590158242 - 3210		PW COPIER LEASE PAYMENT - OCT'12	
					73-350-0000-4290	48.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99856	11/5/2012	888556 888556 KEY EQUIPMENT FINANCE	(Continued)			Total :	48.56
99857	11/5/2012	888614 A & M CATERING LLC	1268		SR DINNER FOR THANKSGIVING DANC 04-2380	3,480.00	3,480.00
					Total :	3,480.00	
99858	11/5/2012	888615 WOOD AUTO SUPPLY INC	778702		FUEL FILTERS- PK0083 01-320-0390-4400	17.42	
			778837		MIRROR BRACKET - PK3322 01-320-0390-4400	16.08	
			779029		IGNITION COIL - PD9964 01-320-0224-4400	57.32	
			779058		HEATER HOSE - PK0390 01-320-0312-4400	46.46	
			779092		RELAY 01-1215	62.35	
			779115		AIR FILTER - PW2116 01-320-0370-4400	20.41	
			779205		AIR FILTER - PK3322 01-320-0390-4400	3.43	
			779764		FILTERS FOR FLEET 01-1215	17.78	
					Total :	241.25	
99859	11/5/2012	888629 SPARKLETTS	5927274092212		WATER 01-422-0000-4300	203.23	
					Total :	203.23	
99860	11/5/2012	888646 HD SUPPLY WATER WORKS, LTD	5453929		HEX NUTS, ANGLE METER BALL STOP, 70-383-0301-4300	558.51	
			5476726		3/4 BALL WITH LOCK WING 70-383-0301-4300	228.90	
			5524512		4' FIRE SERVICE - 1422 SF RD 70-383-0701-4600	577.45	
			5550427		WATER METER BOXES, COVERS & LID 70-383-0301-4300	425.76	
					Total :	1,790.62	

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99861	11/5/2012	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	101712		COMMISSIONERS REIMBURSEMENT 01-310-0000-4111	50.00
					Total :	50.00
99862	11/5/2012	888800 BUSINESS CARD	101512		AIRLINE TICKETS (MMAP FOR PRESID 04-2360	329.10
			101512		AIRLINE TICKETS (MMAP FOR PRESID 04-2360	25.00
			101512		AIRLINE TICKETS (MMAP FOR PRESID 04-2360	461.20
			101512		AIRLINE TICKETS (MMAP FOR PRESID 04-2360	426.20
			101512		AIRLINE TICKETS (MMAP FOR PRESID 04-2360	25.00
			101512		AIRLINE TICKETS (MMAP FOR PRESID 04-2360	25.00
					Total :	1,291.50
99863	11/5/2012	888869 MUNITEMPS STAFFING	123364		TEMP STAFFING - ADMIN ANALYST - W 70-382-0000-4112	990.06
					70-383-0000-4112	282.88
					70-384-0000-4112	282.88
					72-360-0000-4112	282.86
					70-381-0000-4112	565.75
					01-310-0000-4112	226.30
					01-311-0000-4112	56.58
					27-344-0000-4112	141.44
			123378		TEMP STAFFING - ADMIN ANALYST - W 01-310-0000-4112	210.24
					01-311-0000-4112	52.56
					27-344-0000-4112	131.40
					70-381-0000-4112	525.60
					70-382-0000-4112	919.80
					70-383-0000-4112	262.80
					70-384-0000-4112	262.80
					72-360-0000-4112	262.80
			123448		TEMP STAFFING - ADMIN ANALYST - W	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99863	11/5/2012	888869 MUNITEMPS STAFFING	(Continued)		01-310-0000-4112	170.82
					01-311-0000-4112	42.71
					27-344-0000-4112	106.76
					70-381-0000-4112	427.05
					70-382-0000-4112	747.34
					70-383-0000-4112	213.53
					70-384-0000-4112	213.53
					72-360-0000-4112	213.51
			123484		TEMP STAFFING - ADMINISTRATIVE AN	
					01-310-0000-4112	217.54
					01-311-0000-4112	54.39
					27-344-0000-4112	135.96
					70-381-0000-4112	543.85
					70-382-0000-4112	951.74
					70-383-0000-4112	271.93
					70-384-0000-4112	271.93
					72-360-0000-4112	271.91
					Total :	10,311.25
99864	11/5/2012	888922 FS CONSTRUCTION	1130		CONCRETE PAD SITE PREP @ 12900 C	
					70-384-0000-4600	570.00
					Total :	570.00
99865	11/5/2012	888987 THORNHILL & ASSOCIATES, INC	CAR12412-2		LEGAL SERVICES	
					06-190-0000-4800	900.00
					Total :	900.00
99866	11/5/2012	889114 SEVEN ELK RANCH DESIGN, INC	1975		CONSULTING FEES 08/01-31/12	
					01-310-0000-4270	1,000.00
					Total :	1,000.00
99867	11/5/2012	889118 LDI COLOR TOOLBOX	176336		MONTHLY MAINT 09/07/12 TO 10/07/12	
					01-222-0000-4260	245.02
					Total :	245.02
99868	11/5/2012	889139 WS PAVE, INC	1640		MORNINGSIDE ELEM CROSSWALK BL	

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99868	11/5/2012	889139 WS PAVE, INC	(Continued)		13-311-0000-4600	550.00
					Total :	550.00
99869	11/5/2012	889149 STAPLES BUSINESS ADVANTAGE	8023218602		FAX CARTRIDGE & CORRECTION TAPE	
					01-105-0000-4300	49.98
					01-101-0000-4300	6.56
					01-115-0000-4300	6.54
					Total :	63.08
99870	11/5/2012	889187 USA MOBILITY WIRELESS, INC	V7954833J		PAGERS	
					01-190-0000-4220	61.12
					Total :	61.12
99871	11/5/2012	889328 FIRST TRANSIT, INC.	10726089		MCT - SEPT 2012	
					07-440-0442-4260	36,262.45
					Total :	36,262.45
99872	11/5/2012	889352 GOMEZ, ADRIANA	100912		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					Total :	50.00
99873	11/5/2012	889457 NATIONAL METER & AUTOMATION	S1041233.001		METER SUPPLIES	
					70-383-0700-4600	3,240.36
					Total :	3,240.36
99874	11/5/2012	889467 YOUNGBLOOD & ASSOCIATES	690A		POLYGRAPH EXAMINATION	
					01-222-0000-4260	200.00
					Total :	200.00
99875	11/5/2012	889503 JTB SUPPLY COMPANY, INC.	95213		TRAFFIC SIGNAL L.E.D. REPLACEMENT	
					13-371-0301-4300	2,748.11
					Total :	2,748.11
99876	11/5/2012	889532 GILMORE, REVAA.	09/22/12 - 10/05/12		FOOD SERVICE MANAGER	
					10-422-3750-4270	578.50
					10-422-3752-4270	71.50
			10/06/12 - 10/19/12		FOOD SERVICE MANAGER	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99876	11/5/2012	889532 GILMORE, REVAA.	(Continued)		10-422-3750-4270	643.50
					10-422-3752-4270	97.50
					Total :	1,391.00
99877	11/5/2012	889533 MARTINEZ, ANITA	09/22/12 - 10/05/12		ASSISTANT FOOD MANAGER	
			10/06/12 - 10/19/12		10-422-3750-4270	177.00
					ASSISTANT FOOD MANAGER	
					10-422-3750-4270	177.00
					Total :	354.00
99878	11/5/2012	889535 GOMEZ, GILBERT	09/22/12 - 10/05/12		HDM DRIVER	
			10/06/12 - 10/19/12		01-422-0000-4260	210.78
					HDM DRIVER	
					01-422-0000-4260	234.20
					Total :	444.98
99879	11/5/2012	889602 RESPOND SYSTEMS	293509		FIRST AID KIT @ CITY HALL	
			91902		01-310-0000-4300	164.20
			91987		RUBBER SAFETY GLOVES	
					72-360-0000-4310	194.66
					AED BATTERY	
					01-222-0000-4300	652.39
					Total :	1,011.25
99880	11/5/2012	889611 MORRISON MANAGEMENT SPECIALIST	188452012093001		LP SENIOR MEALS - SEPT 2012	
					10-422-3750-4260	4,662.00
					10-422-3752-4260	2,925.00
					Total :	7,587.00
99881	11/5/2012	889644 VERIZON BUSINESS	08903235		CITY HALL LONG DISTANCE	
			08903236		01-190-0000-4220	52.92
			08903237		CITY YARD LONG DISTANCE	
					70-384-0000-4220	80.25
			08903238		CITY HALL LONG DISTANCE & INTRAL	
					01-190-0000-4220	261.07
					POLICE LONG DISTANCE	
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99881	11/5/2012	889644 VERIZON BUSINESS	(Continued)		01-222-0000-4220	206.75
			08903239		CITY YARD LONG DISTANCE	
			08903240		70-384-0000-4220	4.92
			08903813		PARK LONG DISTANCE	
			08903827		01-420-0000-4220	115.29
			08903828		ENGINEERING LONG DISTANCE	2.65
			08903836		01-310-0000-4220	2.56
					POLICE LONG DISTANCE	
					01-222-0000-4220	2.56
					PARK LONG DISTANCE	
					01-420-0000-4220	5.41
					CITY HALL LONG DISTANCE (Y2627280	
					01-190-0000-4220	0.30
					Total :	732.12
99882	11/5/2012	889681 VILLALPANDO, MARIA	09/22/12 - 10/05/12		FOOD SERVICE WORKER	
					10-422-3750-4270	221.25
					10-422-3752-4270	44.25
			10/06/12 - 10/19/12		FOOD SERVICE WORKER	
					10-422-3750-4270	221.25
					10-422-3752-4270	44.25
					Total :	531.00
99883	11/5/2012	889763 PEREZ, JENNIFER	100912		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					Total :	50.00
99884	11/5/2012	889773 GONZALEZ, JOSE T.	45		TRANSPORTATION SERVICES FOR PAI	
					04-2382	650.00
					Total :	650.00
99885	11/5/2012	889885 BOYD W. FLINDERS, M.D.	1-13056		LEGAL SERVICES	
					06-190-0000-4800	4,128.00
					Total :	4,128.00
99886	11/5/2012	889912 DATA TICKET INC	41859		COLLECTION SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99886	11/5/2012	889912 DATA TICKET INC	(Continued)		70-382-0000-4260	25.50	
					Total :	25.50	
99887	11/5/2012	889942 ATHENS SERVICES	OCT 2012		STREET SWEEPING - OCT 2012		
					01-343-0000-4260	10,100.00	
					Total :	10,100.00	
99888	11/5/2012	889962 GMS ELEVATOR SERVICES, INC	00066046		MONTHLY ELEVATOR SERVICE		
					01-430-0000-4260	125.00	
					Total :	125.00	
99889	11/5/2012	890004 PACIFIC TELEMAGEMENT SERVICE	448558		PD PAY PHONE - NOV 2012		
					01-190-0000-4220	62.64	
					Total :	62.64	
99890	11/5/2012	890010 TOTAL PRINTING SUPPLIES	10938		TONER		
					01-105-0000-4300	70.69	
					Total :	70.69	
99891	11/5/2012	890080 TECOGEN INC.	CGQ0412-45		MAINTENANCE SERVICE 10/01/12 - 12/01/12		
					01-430-0000-4260	4,611.74	
					Total :	4,611.74	
99892	11/5/2012	890127 NATURAL GAS GLOBAL SERVICES	302		REPAIR LEAKING PRESSURE REGULATOR		
					01-320-3661-4400	505.50	
					Total :	505.50	
99893	11/5/2012	890183 FIRST CALL	2665-315563		SAFETY AIR HORNS FOR TREE WORK		
					01-346-0301-4300	169.29	
					Total :	169.29	
99894	11/5/2012	890251 ALDERMAN & HILGERS, LLP	785		LEGAL SERVICES		
			786		01-110-0507-4270	1,107.43	
			787		LEGAL SERVICES		
					06-190-0000-4800	84.00	
					LEGAL SERVICES		
					06-190-0000-4800	357.18	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99894	11/5/2012	890251 ALDERMAN & HILGERS, LLP	(Continued)			
			788		LEGAL SERVICES 01-110-0511-4270	94.51
			795		LEGAL SERVICES 01-110-3375-4270	4,575.31
			796		LEGAL SERVICES 01-110-1065-4270	48.00
			811		LEGAL SERVICES 06-190-0000-4800	987.11
			843		LEGAL SERVICES 01-110-0511-4270	909.50
			844		LEGAL SERVICES 01-110-3375-4270	5,181.50
			845		LEGAL SERVICES 01-110-1065-4270	60.00
			857		LEGAL SERVICES 06-190-0000-4800	220.41
					Total :	13,624.95
99895	11/5/2012	890358 BALLIN, PHILLIP ARTHUR	10172012		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00
					Total :	50.00
99896	11/5/2012	890359 MENDOZA, DAVID	10172012		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00
					Total :	50.00
99897	11/5/2012	890360 BALLIN, NINAMARIE JULIA	100912		COMMISSIONER'S REIMBURSEMENT 01-420-0000-4111	50.00
					Total :	50.00
99898	11/5/2012	890362 RTB BUS LINE	1381		TRANSPORTATION SERVICES - SANTA 07-440-0443-4260	796.00
					Total :	796.00
99899	11/5/2012	890368 C & M TOPSOIL	13521		LANDSCAPING SUPPLIES 10-150-3609-4300	598.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
99899	11/5/2012	890368 C & M TOPSOIL	(Continued)			Total : 598.13		
99900	11/5/2012	890377 F & F SIGNS	191012		(2) BANNERS 01-420-0000-4300	173.20 Total : 173.20		
99901	11/5/2012	890380 POOLMART INC.	87972		WATER SLIDE WAX 01-430-0000-4300	798.80 Total : 798.80		
99902	11/5/2012	890401 ENVIROGEN TECHNOLOGIES INC	0003555-IN		NITRATE REMOVAL SYSTEM -MONTHLY 70-384-0857-4600	6,676.00 Total : 6,676.00		
99903	11/5/2012	890480 MARTINEZ, CECILIA	10172012		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00 Total : 50.00		
99904	11/5/2012	890487 SEA-CLEAR POOLS	12-3266		INSTALLED MULTIPORT MOTOR ON 07 01-430-0000-4260	600.44		
			12-3267		INSTALLED MULTIPORT MOTOR ON 09 01-430-0000-4260	847.94		
			12-3276		REPLACEMENT OF CHEMICAL FEED P 01-430-0000-4260	1,938.46 Total : 3,386.84		
99905	11/5/2012	890535 PLUMP ENGINEERING INC	0032739-IN		NITRATE REMOVAL SYSTEM WELL 7 PI 70-384-0857-4270	53.36 Total : 53.36		
99906	11/5/2012	890561 GCS INC.	41555		JANITORIAL SERVICE - OCT 2012 01-390-0222-4260 01-390-0310-4260 01-390-0410-4260 01-390-0450-4260 01-390-0460-4260 01-430-0000-4260	4,305.60 1,214.91 2,607.00 1,088.36 3,780.00 3,450.00		

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99906	11/5/2012	890561 GCS INC.	(Continued)			Total : 16,445.87
99907	11/5/2012	890589 ALCOCER, ARACELY E.	OCT 2012		ZUMBA INSTRUCTOR 17-420-1337-4260	810.00 Total : 810.00
99908	11/5/2012	890594 HEALTH AND HUMAN RESOURCE	72106		EAP - OCT 2012 01-106-0000-4260	365.75 Total : 365.75
99909	11/5/2012	890685 PASI, JAMISON	OCT 2012		YOGA/PILATES INSTRUCTOR 17-420-1337-4260	135.00 Total : 135.00
99910	11/5/2012	890740 MORAN, STEPHANIE	OCT 2012		WATER EXERCISE INSTRUCTOR 17-420-1338-4260	440.00 Total : 440.00
99911	11/5/2012	890780 MISSION AMBULANCE, INC.	27729		LIFEGUARD SERVICES 01-430-0000-4260	9,226.78 Total : 9,226.78
99912	11/5/2012	890810 SENFLEBEN, DARIO	OCT 2012		OUTDOOR FITNESS INSTRUCTOR 17-420-1337-4260	225.00 Total : 225.00
99913	11/5/2012	890833 THOMPSON REUTERS	825755182		LA CLEAR - INVEST TOOL 01-224-0000-4270	130.90 Total : 130.90
99914	11/5/2012	890834 SPARKLING IMAGE CORP	39478		CAR WASHES - SEPT 2012 01-222-0000-4320	85.00
			AUG 2012		CAR WASHES - AUG 2012 01-222-0000-4320	535.00
			JULY 2012		CAR WASHES - JULY 2012 01-222-0000-4320	230.00 Total : 850.00

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99915	11/5/2012	890842 URQUIA, EDHIS	OCT 2012		BODY SCULPT INSTRUCTOR 17-420-1337-4260	120.00
					Total :	120.00
99916	11/5/2012	890879 EUROFINS EATON ANALYTICAL, INC	L0097441		WATER ANALYSIS 70-384-0000-4260	139.60
			L0097605		WATER ANALYSIS 70-384-0000-4260	139.60
			L0097619		WATER ANALYSIS 70-384-0000-4260	24.00
			L0097856		WATER ANALYSIS 70-384-0000-4260	164.00
			L0097858		WATER ANALYSIS 70-384-0000-4260	139.60
			L0097977		WATER ANALYSIS 70-384-0000-4260	139.60
			L0098384		WATER ANALYSIS 70-384-0000-4260	139.60
			L0098388		WATER ANALYSIS 70-384-0000-4260	139.60
			L0098578		WATER ANALYSIS 70-384-0000-4260	164.00
			L0098589		WATER ANALYSIS 70-384-0000-4260	139.60
			L0098592		WATER ANALYSIS 70-384-0000-4260	40.00
			L0099204		WATER ANALYSIS 70-384-0000-4260	139.60
			L0099322		WATER ANALYSIS 70-384-0000-4260	350.00
			L0099328		WATER ANALYSIS 70-384-0000-4260	139.60
			L0100283		WATER ANALYSIS 70-384-0000-4260	164.00
			L0100365		WATER ANALYSIS 70-384-0000-4260	164.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99916	11/5/2012	890879 890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		Total :	2,326.40
99917	11/5/2012	890904 ART PRESERVATION ASSOCIATES	APA #2		LOPEZ ADOBE PRESERVATION SERV(K 10-150-3609-4270	16,048.81
					Total :	16,048.81
99918	11/5/2012	890906 MEYERS NAVE	2012070841		RETAINER - JULY 2012	6,750.00
			2012070842		01-110-0000-4270 LEGAL SERVICES	14,871.28
					01-110-0000-4270	990.00
					70-110-0000-4270	540.00
					01-110-0935-4270	247.50
			2012070843		01-110-1065-4270 LEGAL SERVICES	130.00
					01-110-5624-4270	687.50
			2012070844		01-110-1065-4270 LEGAL SERVICES	2,201.00
			2012070845		01-110-3376-4270 LEGAL SERVICES	942.50
			2012070846		01-110-5624-4270 LEGAL SERVICES	227.50
			2012070847		70-110-0000-4270 LEGAL SERVICES	5,557.50
			2012070848		01-110-0935-4270 LEGAL SERVICES	1,585.00
					01-110-0000-4270	Total : 34,729.78
99919	11/5/2012	890916 MENDOZA, JIM	OCT 2012		SPIN CLASS	150.00
					17-420-1337-4260	Total : 150.00
99920	11/5/2012	890922 TEAMAN. RAMIREZ & SMITH, INC	5097-59602	10946	FIRST INSTALLMENT - FY 2011/2012 CI 01-130-0000-4270	15,000.00
					Total :	15,000.00
99921	11/5/2012	890926 BOLANOS, LUIS	2000047.001		SWIM LESSONS REFUND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99921	11/5/2012	890926 BOLANOS, LUIS	(Continued)		01-3779-0000	40.00
					Total :	40.00
99922	11/5/2012	890927 PEREZ, SAUL	977447		SENIOR TRIP REFUND	295.00
					04-2380	Total :
						295.00
99923	11/5/2012	890928 NATIONAL ELEVATOR INSPECTION	0086526		ANNUAL INSPECTION	214.00
					01-430-0000-4260	Total :
						214.00
99924	11/5/2012	890929 TACTICAL K9 LLC	OCT 2012 - JUNE 2013		K9 TRAINING OCT 2012 THRU JUNE 20	1,050.00
					01-225-0000-4270	Total :
						1,050.00
99925	11/5/2012	890930 BAUTISTA PAZ, JEANNE MARREE	2000141.004		SWIM LESSON REFUND	25.00
					01-3770-1338	Total :
						25.00
99926	11/5/2012	890931 SALINAS, MOISES	2000035.001		SWIM LESSONS REFUND	45.00
					01-3770-1338	Total :
						45.00
99927	11/5/2012	890932 MUNOZ, ELIANA	2000120.004		SWIM LESSON REFUND	40.00
					01-3770-1338	Total :
						40.00
99928	11/5/2012	890933 ACUNA, GRACE	2000049.001		FITNESS PASS REFUND	15.00
					17-3770-1337	Total :
						15.00
99929	11/5/2012	890934 OSORIO, CONSUELO	2000048.001		FITNESS PASS REFUND	15.00
					17-3770-1337	Total :
						15.00
99930	11/5/2012	890935 MORAN, SERGIO	082512		SPORTS OFFICIAL	16.00
					17-420-1326-4260	
						16.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99930	11/5/2012	890935	890935 MORAN, SERGIO		(Continued)	Total : 16.00
171	Vouchers for bank code : bank					Bank total : 751,080.91
171	Vouchers in this report					Total vouchers : 751,080.91

Voucher Registers are not final until approved by Council.

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ATTACHMENT "B"**RESOLUTION NO. 12-112****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 12-112****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2012.

Brenda Esqueda, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of November, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99938	11/19/2012	100031 A-1 LAWNMOWER INC.	23496		PARTS TO REPAIR RIDE-ON SCAG MO 01-390-0410-4320	750.48
					Total :	750.48
99939	11/19/2012	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES 01-140-0000-4220	5.35
					01-150-0000-4220	38.31
			561407019		CITY YARD CELL PHONE & USB MODEI 70-384-0000-4220	187.55
					01-390-0000-4220	3.34
					01-320-0000-4220	3.34
					72-360-0000-4220	0.17
			660629692		VARIOUS CELL PHONES 01-106-0000-4220	27.72
					70-384-0000-4220	16.82
			870422920		PD CELL PHONES AND MDT MODEMS 01-222-0000-4220	969.25
					01-152-0000-4220	114.03
					Total :	1,365.88
99940	11/19/2012	100143 ALONSO, SERGIO	OCT 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3645-4260	1,200.00
					10-424-3693-4260	250.00
					Total :	1,450.00
99941	11/19/2012	100165 AMERICAN WATER WORKS	102512		SPRING UNLOADER FOR PRESSURE V 01-390-0410-4320	141.24
					Total :	141.24
99942	11/19/2012	100175 AMERICAN WATER WORKS ASSOC.	7000553066		MEMBERSHIP RENEWAL - JAN'13 TO D 70-381-0000-4370	413.00
					Total :	413.00
99943	11/19/2012	100222 ARROYO BUILDING MATERIALS, INC	98047		449 PARK AVE - CURB & GUTTER 15-310-0866-4600	160.98
			98048		449 PARK AVE - SPRINKLER REPAIR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
99943	11/19/2012	100222 ARROYO BUILDING MATERIALS, INC	(Continued)		13-311-0000-4300	5.59	
			98053		449 PARK AVE - SIDEWALK REPAIR	152.25	
			98054		449 PARK AVE - SIDEWALK REPAIR	8.73	
			98063		449 PARK AVE - SIDEWALK REPAIR	95.73	
			98589		648 HEWITT - SIDEWALK REPAIR	20.15	
					13-311-0000-4300	443.43	
99944	11/19/2012	100676 R. E. CHARLES PLUMBING, INC.	16748		LP PARK MEN'S OUTSIDE RESTROOM	233.38	
			16762		CLEARED MOP SINK DRAIN	125.00	
					01-390-0460-4330	358.38	
99945	11/19/2012	100735 COASTAL AIR	14216		A/C SERVICE @ REC PARK GYM	165.00	
					01-390-0410-4330	165.00	
99946	11/19/2012	100805 COOPER HARDWARE INC.	86513		BROOMS & HANDLES	39.72	
			86662		COPPER ADAPTORS	51.61	
					70-383-0301-4300	91.33	
99947	11/19/2012	100810 COPWARE, INC.	81754		2013 CA PENAL/VEHICLE CODES-SITE	300.00	
					01-222-0000-4260	300.00	
99948	11/19/2012	100859 CROWN DISPOSAL	2AN00077		HAULING FEES - 10/01-31/2012	65,959.60	
					73-350-0000-4260	65,959.60	
99949	11/19/2012	101004 DUNN-EDWARDS CORPORATION	2030235359		VIN-I STRIPE PAINT		

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99957	11/19/2012	101528 101528 THE HOME DEPOT CRC, ACCT#6035322((Continued)			Total : 1,114.37
99958	11/19/2012	101647 INTERSTATE BATTERY	020628		EQUIPMENT BATTERIES	
			30569421		01-320-0301-4300	92.91
			30569635		BATTERIES FOR FLEET	
					01-1215	447.83
					BATTERIES FOR FLEET	
					01-1215	286.09
					Total :	826.83
99959	11/19/2012	101649 INTER VALLEY POOL SUPPLY, INC	47725		POOL CHEMICALS	
					01-430-0000-4300	1,123.83
					Total :	1,123.83
99960	11/19/2012	101852 LARRY & JOE'S PLUMBING	2518417-0001-02		REC PARK OUTSIDE RESTROOM REP#	
					01-390-0410-4300	13.56
					Total :	13.56
99961	11/19/2012	101971 L.A. MUNICIPAL SERVICES	101212		ELECTRIC - 13186 DRONFIELD	
					70-384-0000-4210	516.87
					Total :	516.87
99962	11/19/2012	101990 L.A. COUNTY METROPOLITAN	800053567		TAP CARDS - SEPT 2012	
					07-440-0441-4260	1,286.00
					Total :	1,286.00
99963	11/19/2012	102012 LOS ANGELES COUNTY	2508-002-270		2012-2013 PROPERTY TAXES WELL 3	
			2508-005-270		70-381-0000-4450	134.94
			2508-005-271		2012-2013 PROPERTY TAXES WELL 2A	
					70-381-0000-4450	150.94
			2509-014-270		2012-2013 PROPERTY TAXES WELL2A	
					70-381-0000-4450	99.37
			2509-015-270		2012-2013 PROPERTY TAXES WELL 4A	
					70-381-0000-4450	2,638.64
					2012-2013 PROPERTY TAXES RESERV	
					70-381-0000-4450	862.01
			2517-023-270		2012-2013 PROPERTY TAXES RUDY OF	
					01-390-7500-4450	3,060.35
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99963	11/19/2012	102012 LOS ANGELES COUNTY	(Continued)			
			8920-851-365		2012-2013 PROPERTY TAXES WATER	
					70-381-0000-4450	1,706.46
					Total :	8,652.71
99964	11/19/2012	102069 POWER FORD	170904		BOLT - PD3030	
			171232		01-320-0225-4400	8.13
					BRAKES	
					01-1215	315.95
					Total :	324.08
99965	11/19/2012	102226 MISSION LINEN & UNIFORM	340688975		LAUNDRY	
			340689704		01-225-0000-4350	116.29
			340690747		LAUNDRY	
					01-225-0000-4350	148.16
			340691501		LAUNDRY	
					01-225-0000-4350	116.29
					Total :	148.16
					Total :	528.90
99966	11/19/2012	102303 NACHO'S ORNAMENTAL SUPPLY	210058		LAWN MOWER MAINT - BUMPER	
			210071		01-390-0410-4320	23.85
					LAWN MOWER MAINT - BUMPER	
					01-390-0410-4320	66.27
					Total :	90.12
99967	11/19/2012	102403 NOW IMAGE PRINTING	1479	10945	SPEED LIMIT FLYER PER ENG TRAFFIC	
					12-310-0000-4270	740.00
					12-310-0000-4270	64.75
					Total :	804.75
99968	11/19/2012	102410 NORTHRIDGE HOSPITAL MEDICAL	301408670		SART EXAM	
					01-224-0000-4270	730.00
					Total :	730.00
99969	11/19/2012	102432 OFFICE DEPOT	1518471273		CALENDARS, PENS, USB CABLE, USB	
						Page: 6

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99969	11/19/2012	102432 OFFICE DEPOT	(Continued)			
			629498294001		01-222-0000-4300 CALENDAR, LASER POINTER & RUBBE	168.28
			629498512001		01-310-0000-4300 PRINTER TRANSFER KIT	63.96
					01-310-0000-4300	315.36
					Total :	547.60
99970	11/19/2012	102624 PITNEY BOWES	434324		SERVICE LEVEL AGREEMENT FOR FOI	
					70-381-0000-4320	271.00
					72-360-0000-4320	271.00
					Total :	542.00
99971	11/19/2012	102800 RED STAR CHARTER & TOURS	082812		TRANSPORTATION FOR SR CLUB TRIP	
					04-2380	1,050.00
					Total :	1,050.00
99972	11/19/2012	102929 ROYAL PAPER CORPORATION	4330725		JANITORIAL SUPPLIES	
					01-390-0410-4300	342.60
					01-390-0460-4300	188.36
					01-390-7500-4300	211.23
					01-390-0470-4300	123.98
					Total :	866.17
99973	11/19/2012	102930 ROYAL WHOLESALE ELECTRIC	8901-673018		LOT 2N B OF A TOMBSTONE LAMPS & :	
					27-344-0301-4300	21.21
			8901-673147		LOT 2N B OF A TOMBSTONE LAMPS & :	
					27-344-0301-4300	184.33
					Total :	205.54
99974	11/19/2012	103005 SALAZAR, TONY	NONPO - REIMB		REIMBURSEMENT OF STEEL TOE BOC	
					70-384-0000-4310	124.78
					Total :	124.78
99975	11/19/2012	103010 SAM'S CLUB DIRECT, #0402465855179	329		CUPCAKES FOR PARK CLUB	
					04-2382	13.98
					04-2346	84.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99975	11/19/2012	103010 SAM'S CLUB DIRECT, #0402465855179	(Continued) 9161		KITCHEN SUPPLIES 01-222-0000-4300	106.73
			9661		KITCHEN SUPPLIES 01-222-0000-4300	196.62
					Total :	401.87
99976	11/19/2012	103038 SAN FERNANDO FLORIST	032461/1		MARIGOLDS FOR DIA DE LOS 04-2359	43.50
					Total :	43.50
99977	11/19/2012	103184 SMART & FINAL	115543		ADDITIONAL SUPPLIES FOR WEEKLY 10-420-1371-4300	49.80
			125044		SUPPLIES FOR ACTIVITIES OF "LIGHTS 10-420-1371-4300	156.05
			126809		COOKIES FOR HALLOWEEN POT LUCK 04-2382	7.47
					04-2346	42.33
			126980		SUPPLIES FOR CLUB HALLOWEEN DA 04-2380	384.67
					04-2346	6.50
			127414		SNACKS 01-430-0000-4300	55.52
					Total :	702.34
99978	11/19/2012	103196 SOUTH COAST AIR QUALITY	H1213093		PORTABLE EQUIPMENT INSPECTION F 70-384-0000-4400	98.00
					Total :	98.00
99979	11/19/2012	103205 THE GAS COMPANY	101012		GAS - 505 S HUNTINGTON 01-420-0000-4210	28.41
					Total :	28.41
99980	11/19/2012	103251 STANLEY PEST CONTROL	409719		PEST CONTROL @ PD 01-390-0222-4260	64.00
					Total :	64.00

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99995	11/19/2012	888283 888283 LARRY'S TOWING SERVICE	(Continued)		Total :	95.00
99996	11/19/2012	888356 ADVANCED AUTO REPAIR BODY &	1000		REPLACE UPPER CONTROL ARM & ST.	
			1002		01-320-0225-4400	231.46
			1003		REPLACE DOOR SWING ROD - PD8863	
			1159		01-320-0225-4400	69.09
					REPLACE BLOWER MOTOR - WA4573	
					70-383-0000-4400	131.34
					REPLACE TRANSMISSION SEAL - PD45	
					01-320-0221-4400	45.91
					Total :	477.80
99997	11/19/2012	888531 BIG RED PLUMBING SUPPLY, INC.	74173		SINK INSTALL @ PD	
					01-390-0222-4430	19.29
					Total :	19.29
99998	11/19/2012	888556 KEY EQUIPMENT FINANCE	591214947 - 1211		NOV LEASE PAYMENT - TOSHIBA 5500	
					10-420-1371-4260	1,195.17
					Total :	1,195.17
99999	11/19/2012	888615 WOOD AUTO SUPPLY INC	779730		DOOR HANDLE - PK3322	
			780284		01-320-0390-4400	9.02
			780597		BATTERY - WA5289	
			780901		70-383-0000-4400	83.90
			781261		CAR WASH BRUSH	
			781531		01-320-0301-4300	23.95
			781608		VOLT REGULATOR - PW0873	
					01-320-0346-4400	28.76
					DIST CAP, ROTO & AIR FILTER - WA819	
					70-383-0000-4400	36.24
					TOOL BOX SUPPORTS - ME4412	
					01-320-0320-4400	63.84
					SKAG MOWER PAINT REPAIR	
					01-390-0410-4320	20.09
					Total :	265.80
100000	11/19/2012	888646 HD SUPPLY WATER WORKS, LTD	5556559		EISELENT FOR CONCRETE METER RE	

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100000	11/19/2012	888646 HD SUPPLY WATER WORKS, LTD	(Continued)			
			5581519		70-383-0301-4300	20.36
					VALVE CAN RISERS	
			5585820		70-383-0701-4600	47.64
					OIL - 1 GALLON	
			5586821		70-383-0000-4320	62.53
					EISELENT FOR CONCRETE METER CC	
			5649284		70-383-0301-4300	69.99
					MJXFLG 90 BEND	
			5661710		70-383-0701-4600	45.18
					FLG RING GASKETS & FORD WEDGE #	
					70-383-0701-4600	231.77
					Total :	477.47
100001	11/19/2012	888869 MUNITEMPS STAFFING	123500		TEMP STAFFING - ADMIN ANALYST - W	
					01-310-0000-4112	195.64
					01-311-0000-4112	48.91
					27-344-0000-4112	122.28
					70-381-0000-4112	489.10
					70-382-0000-4112	855.93
					70-383-0000-4112	244.55
					70-384-0000-4112	244.55
					72-360-0000-4112	244.54
					Total :	2,445.50
100002	11/19/2012	888873 ROYAL FLUSH	1882		PORTABLE TOILET RENTAL @ DRONFI	
					70-384-0000-4260	133.00
					Total :	133.00
100003	11/19/2012	888922 FS CONSTRUCTION	1154		RETENTION PAYMENT - CONCRETE P#	
					70-2037	1,245.00
					70-384-0000-4600	30.00
					Total :	1,275.00
100004	11/19/2012	889037 AT&T MOBILITY	875587443		MODEM FOR TRAFFIC SIGNS	
					01-310-0000-4220	60.64

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100004	11/19/2012	889037 889037 AT&T MOBILITY	(Continued)			Total : 60.64
100005	11/19/2012	889118 LDI COLOR TOOLBOX	176493		COPIERS & PRINTERS - 09/13/12-10/13/01-222-0000-4260	237.66
					Total :	237.66
100006	11/19/2012	889303 GOLD, CARYN J.	1758		HOODED SWEAT SHIRTS 01-420-0000-4300 01-424-0000-4300	400.00 328.23
					Total :	728.23
100007	11/19/2012	889307 CDPH-OCP	NONPO		STATE CERTIFICATE GRADE 2 - CA DEI 70-381-0000-4380	80.00
					Total :	80.00
100008	11/19/2012	889491 WILLDAN FINANCIAL SERVICES	010-19175		FY12/13 - ANNUAL DISTRICT ADMIN - 72-360-0000-4270	2,509.73
					Total :	2,509.73
100009	11/19/2012	889503 JTB SUPPLY COMPANY, INC.	95287		L.E.D. 8" RED BALLS & PV YELLOW 13-371-0301-4300	451.31
					Total :	451.31
100010	11/19/2012	889532 GILMORE, REVA A.	10/20/12 - 11/02/12		FOOD SERVICE MANAGER 10-422-3750-4270 10-422-3752-4270	578.50 123.50
					Total :	702.00
100011	11/19/2012	889533 MARTINEZ, ANITA	10/20/12 - 11/02/12		ASSISTANT FOOD MANAGER 10-422-3750-4270	177.00
					Total :	177.00
100012	11/19/2012	889534 RAMIREZ, FRANCISCO	09/22/12 - 10/05/12 10/06/12 - 10/19/12		HDM DRIVER 10-422-3752-4270 10-422-3752-4390 HDM DRIVER 10-422-3752-4390 10-422-3752-4270	177.00 52.00 52.00 177.00
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100012	11/19/2012	889534 RAMIREZ, FRANCISCO	(Continued) 10/20/12 - 11/02/12		HDM DRIVER 10-422-3752-4270 10-422-3752-4390	177.00 52.00
					Total :	687.00
100013	11/19/2012	889535 GOMEZ, GILBERT	10/20/12 - 11/02/12		HDM DRIVER 10-422-3752-4270 10-422-3752-4390	159.30 51.48
					Total :	210.78
100014	11/19/2012	889592 CUELLAR, JIMMY KYLE	OCT 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3645-4260	900.00
					Total :	900.00
100015	11/19/2012	889602 RESPOND SYSTEMS	293510 293511		FIRST AID KIT REFILLS - 120 MACNEIL 01-311-0000-4300 FIRST AID REFILLS - 501 1ST 70-384-0301-4300	122.10 131.85
					Total :	253.95
100016	11/19/2012	889647 WINZER CORPORATION	4449989		GLASS CLEANER 13-371-0301-4300	184.96
					Total :	184.96
100017	11/19/2012	889680 JIMENEZ LOPEZ, JUAN MANUEL	OCT 2012		MARIACHI MASTER APPRENTICE PRO 10-424-3645-4260	600.00
					Total :	600.00
100018	11/19/2012	889681 VILLALPANDO, MARIA	10/20/12 - 11/02/12		FOOD SERVICE WORKER 10-422-3750-4270 10-422-3752-4270	221.25 44.25
					Total :	265.50
100019	11/19/2012	889761 ALFARO, RUDY	NONPO - REIMB		REIMB OF CA DEPT OF PUBLIC HEALTH 70-381-0000-4380	45.00
					Total :	45.00
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100035	11/19/2012	890904 ART PRESERVATION ASSOCIATES	APA #3	10949	CONSERVATOR SERVICES FOR THE LI 10-150-3609-4270	29,233.64
					Total :	29,233.64
100036	11/19/2012	890936 COMMERCIAL MANAGEMENT CONCEPTS	52-3252-14		WATER ACCT REFUND - 2008 WARREN 70-2010	31.02
					Total :	31.02
100037	11/19/2012	890937 CERDA, ROGELIO	50-1050-08		WATER ACCT REFUND - 1207 EIGHTH 70-2010	3.62
					Total :	3.62
100038	11/19/2012	890938 BARRAGAN, JAIME	39-0755-09		WATER ACCT REFUND - 552 S HUNTIN 70-2010	27.13
					Total :	27.13
100039	11/19/2012	890939 GEISLER, BARTIN R	52-3392-09		WATER ACCT REFUND - 925 ORANGE 70-2010	88.97
					Total :	88.97
100040	11/19/2012	890940 SERNA, ROBERT	62-1230-01		WATER ACCT REFUND - 538 HARPS 70-2010	38.09
					Total :	38.09
100041	11/19/2012	890941 VILLALOBOS, GERARDO	39-2095-08		WATER ACCT REFUND - 1131 GRIFFITH 70-2010	21.44
					Total :	21.44
100042	11/19/2012	890942 MORA, MELVIN	31-0616-05		WATER ACCT REFUND - 648 FOURTH 70-2010	62.63
					Total :	62.63
100043	11/19/2012	890943 BENOUN, ANNEL	54-2612-15		WATER ACCT REFUND - 927 MACNEIL 70-2010	100.00
					Total :	100.00
100044	11/19/2012	890944 REINOSO, ANALISA	31-2480-05		WATER ACCT REFUND - 217 HARPS 70-2010	50.72

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
100044	11/19/2012	890944 REINOSO, ANALISA	(Continued)			50.72
					Total :	50.72
100045	11/19/2012	890945 MENDEZ, MARTIN	58-1168-05		WATER ACCT REFUND - 705 HARPS 70-2010	95.97
					Total :	95.97
100046	11/19/2012	890946 ASCENCIO JR, GERARDO	54-2102-03		WATER ACCT REFUND - 821 HAGAR 70-2010	75.89
					Total :	75.89
109 Vouchers for bank code : bank						Bank total : 174,124.52

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HANDWRITTEN CHECKS

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99608	10/3/2012	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-OCTO 01-1160	201,810.21
					Total :	201,810.21
99609	10/9/2012	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFIT - OCTC 01-1160	2,609.75
					Total :	2,609.75
99610	10/9/2012	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFIT - OCTO 01-1160	12,666.15
					Total :	12,666.15
99611	10/9/2012	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFIT - OCTOBER 01-1160	3,288.23
					Total :	3,288.23
99755	10/10/2012	100940 DELTA CARE USA	DEMAND		DENTAL INSURANCE BENEFITS-OCTO 01-1160	469.92
					Total :	469.92
99756	10/11/2012	103648 CITY OF SAN FERNANDO	PR 10-12-12		REIMBURSEMENT FOR PAYROLL W/E 01-1003 07-1003 08-1003 10-1003 11-1003 17-1003 27-1003 29-1003 70-1003 72-1003 73-1003	364,540.57 193.96 10,458.89 17,125.53 5,974.77 2,361.59 4,705.09 4,103.36 48,332.15 20,174.82 169.47
					Total :	478,140.20
99757	10/19/2012	890923 PRO PIANO MOVERS	20		MOVING SERVICES - PIANO TO BE MO 10-150-0860-4600	200.00

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99757	10/19/2012	890923 890923 PRO PIANO MOVERS	(Continued)		Total :	200.00
99758	10/25/2012	103648 CITY OF SAN FERNANDO	PR 10-26-12		REIMBURSEMENT FOR PAYROLL W/E 72-1003 73-1003 01-1003 07-1003 08-1003 10-1003 11-1003 17-1003 27-1003 29-1003 70-1003	20,526.48 169.47 361,136.24 194.12 10,628.54 15,835.50 6,223.11 2,176.98 4,898.28 4,103.32 49,426.34
					Total :	475,318.38
99759	10/30/2012	890924 SOLAR ART WINDOW FILM	02591	10948	UV FILM INSTALLATION AT LOPEZ ADC 10-150-3609-4600	1,579.00
					Total :	1,579.00
9 Vouchers for bank code : bank						Bank total : 1,176,081.84
9 Vouchers in this report						Total vouchers : 1,176,081.84

Voucher Registers are not final until approved by Council.

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RESOLUTION NO. 6212

ATTACHMENT "C"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

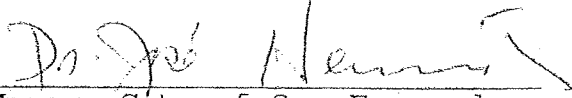
NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5


NOES: None - 0

ABSENT: None - 0



Mayor, City of San Fernando


ATTEST:



City Clerk

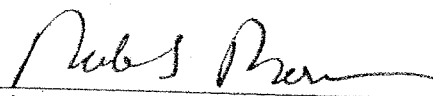
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.



City Clerk

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

To: Margarita Solis, City Treasurer

From: Ron Ruiz, Acting City Administrator
By: Sandra Franco-Rivas, Senior Account Clerk

Date: Release of Warrants

Subject: November 5, 2012

Due to the lack of a formal City Council meeting on November 5, 2012, the warrant register was not approved. The City Council has passed Resolution No. 6212 (attached) permitting the release of regular occurring warrants with the approval of the City Administrator and the Finance Director.

Approval is hereby provided:

Approved:



Acting City Administrator

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

FROM: Al Hernández, City Administrator

DATE: November 19, 2012

SUBJECT: Financial Statement – June 2012

RECOMMENDATION:

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

BACKGROUND:

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

ANALYSIS/CONCLUSION:

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

BUDGET IMPACT:

None.

ATTACHMENT:

A. June 2012 Financial Statement

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ATTACHMENT "A"

City of San Fernando

Financial Statement

Unaudited – Cash Basis – Estimated June 2012



06.30.12

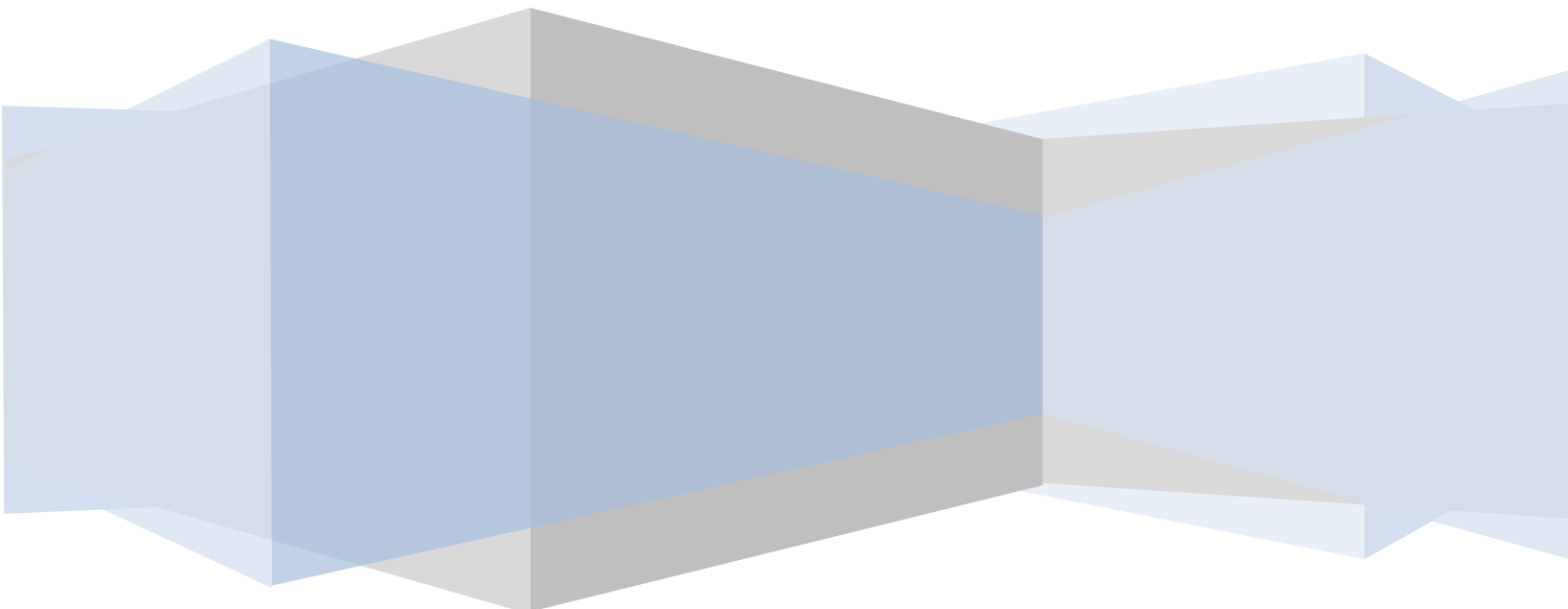
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Water Fund		17
Sewer Fund		18
Refuse Disposal Fund		19
State Gas Tax		20
Recreation		21
Retirement		22



Commentary | JUNE 2012

GENERAL

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

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

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

- Street maintenance, while in process is the Nitrate System; and
- Nitrate System, continue into next fiscal year.

REVENUES

General Fund

Property Tax revenues of \$156,578 were \$131,558 (526%) greater than budget of \$25,020; budget was understated per month, as year to date budget shows 1% variance.

FY 09-10	FY 10-11	FY 11-12
\$ 36,024	\$ 101,353	\$ 156,578

Property Taxes In-Lieu of VLF of \$0 were as budgeted.

FY 09-10	FY 10-11	FY 11-12
\$ 0	\$ 0	\$ 0

Sales & Use Tax revenues of \$689,910 were \$163,160 (31%) greater than budget of \$526,750; no major variance. Budget was understated for the month, as year to date is on budget.

FY 09-10	FY 10-11	FY 11-12
\$ 566,650	\$ 575,292	\$ 689,910

Triple Flip of VLF of \$0 was as budgeted.

FY 09-10	FY 10-11	FY 11-12
\$ 0	\$ 0	\$ 0

Commentary | JUNE 2012

Business License Taxes of \$2,670 were \$14,330 (-8%) less than budget of 17,000; June is historically a low month, as renewals are heavy between December and March.

Franchise Fees of \$43,149 were \$3,351 (7%) less than budget of \$46,500; no major variance.

Admissions of \$136,617 were \$1,583 (1%) greater than budget of \$138,200; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 140,576	\$ 139,843	\$ 136,617

Construction Permits of \$18,573 were \$8,377 (30%) less than budget of \$26,950; Construction permits were \$6,287 lower than budget, commercial and home occupancy permits were \$1,843 lower compared to budget.

Parking Citations of \$103,630 were \$38,037 (27%) less than budget of \$141,667; this is the result of fewer citations issued compared to same period in prior years. As of July 1, 2011, the San Fernando Courthouse has redirected all traffic related cases/hearings and other civil cases to the Chatsworth Courthouse location. This has had a significant impact on parking citations issued in the Civic Center area.

FY 09-10	FY 10-11	FY 11-12
\$ 122,749	\$ 111,757	\$ 103,630

Interest and Rental Income of \$41,282 were \$7,945 (24%) greater than budget of \$33,337; interest income is down due to tight cash and the loss of interest income from Redevelopment Agency loans.

RDA & Miscellaneous Reimbursements of \$41,427 were \$39,345 (1,890%) less than budget of \$2,082; this is the result of property damage reimbursements the Finance Department is now collecting.

Charges for Current Services of \$52,197 were \$16,730 (47%) less than budget of \$35,467; this is the result of special police services (\$16,458).

Sales of Property & Other Revenues of \$139,217 were \$158,558 (57%) less than budget of \$324,775; this is the result of property revenues not materializing as expected from the sale of 1422 San Fernando Road, this was offset by miscellaneous revenue and included a payment from Los Angeles County for AB 1290 (\$33,518). Additionally, parking meter revenue around the Civic Center was down (\$6,879), as well as Court Commitment revenues (\$7,030).

Self Insurance Fund

Worker's compensation premiums (revenue) of \$237,444 were \$197,557 (45%) greater than budget of \$435,000; this variance is the result of the General Fund not transferring \$200,000 less than planned.

Commentary | JUNE 2012

Water Fund

Water Service Charges of \$598,809 were \$213,599 (55%) greater than budget of \$385,210; this variance is the result of year end accruals.

FY 09-10	FY 10-11	FY 11-12
\$ 517,312	\$ 847,417	\$ 598,809

Sewer Fund

Sewer Service Charges of \$546,773 were \$147,815 (37%) greater than budget of \$398,958; this is the result of year end accruals.

FY 09-10	FY 10-11	FY 11-12
\$ 475,447	\$ 400,031	\$ 546,773

Refuse Disposal

Refuse Disposal revenues of \$228,673 were \$21,927 (11%) greater than budget of \$206,746; this is the result of increased collection fees for the month.

FY 09-10	FY 10-11	FY 11-12
\$ 228,091	\$ 186,266	\$ 228,673

State Gas Tax

Gas Tax revenues of \$133,301 were \$35,361 (36%) greater than budget of \$97,940; this is the result of Gas Tax Section 2103 recording (\$71,389) of revenue with non-budgeted; this was offset by no traffic compensation relief revenues. Gas Tax Section 2103 was created by state legislation in an attempt to solve the budget deficit of 2010-2011. This allocation of funds from a new motor vehicle excise tax (\$0.173 per gallon) that replaces previous city and county allocations from Proposition 42 Sales Tax on gasoline. A percentage of the amount collected (44%) is allocated to cities and counties, based on a prorated share of the total of gas taxes in Section 2105 - 2107.5.

FY 09-10	FY 10-11	FY 11-12
\$ 259,078	\$ 189,651	\$ 133,301

Recreation

Recreation (Fund 17) reimbursements of \$24,378 were \$18,299 (302%) greater than budget of \$6,054; this variance is the result of aerobics (\$2,300), Day Camps (\$7,351), youth sports (\$2,530), adult softball (\$910), 4th of July Celebration collection (\$1,100), and facilities attendances (\$3,457).

FY 09-10	FY 10-11	FY 11-12
\$ 160,643	\$ 85,846	\$ 24,378

Commentary | JUNE 2012

Retirement Fund

Property Tax revenue of \$285,017 were \$97,517 (52%) greater than budget of \$187,500; this variance is a result of the dissolution of Redevelopment (RDA). The project areas within the City's RDA received tax increment based on the assessed values of property within each project area. AB X1 26 signed by Governor Brown, and upheld by the State Supreme Court, reallocates the retirement portion of the property tax assessment back to the City.

FY 09-10	FY 10-11	FY 11-12
\$ 198,672	\$ 155,652	\$ 258,017

EXPENDITURES

General Fund

City Council expenditures of \$11,529 were \$1,440 (14%) greater than budget of \$10,089; this variance is due to increases in CalPERS medical premiums as of January 1, 2012 and publication of Ordinance No. 1617 (\$500).

City Treasurer expenditures of \$17,072 were \$4,988 (41%) greater than budget of \$12,083; this is the result of the CalPERS increase in medical premiums and year end accruals.

City Administration expenses of \$23,882 were \$2,923 (14%) greater than budget of \$20,959; this variance is due to having savings in professional services (\$2,340), and salaries/benefits (\$5,311) overage resulting from CalPERS increase in medical premiums.

Personnel Division expenses of \$28,410 were \$2,797 (9%) less than budget of \$31,207; this is the result savings in professional services (\$2,140) and contractual services (\$9,394) related to the automated time clock system and no recruitment fees. These savings were offset by the increase in CalPERS increase in medical premiums.

City Attorney expenditures of \$134,469 were \$101,136 (303%) greater than budget of \$33,333; this variance is the result of ongoing litigation, the transition to a new City Attorney and year end accruals.

City Clerk expenditures of \$13,082 were \$2,654 (25%) greater than budget of \$10,429; this variance is the result of year end accruals.

Finance expenditures of \$51,930 were \$3,313 (7%) less than budget of \$48,616; no major variance.

Community Development expenditures of \$42,905 were \$6,891 (19%) greater than budget of \$36,014; this variance is the result of professional services (Environmental Consultant) expense (\$3,750), equipment replacement expense (\$1,729), and department supplies (\$1,038).

Commentary | JUNE 2012

Retirement PERS expenditures of \$199,949 were \$33,799 (20%) greater than budget of \$166,150; this variance is due to a year end accruals as year to date is on budget.

Non Departmental expenditures of \$296,855 were \$154,495 (34%) less than budget of \$451,350; this variance is due to transferring \$200,000 less to the Self Insurance Fund due to budget constraints.

Fire Services (Los Angeles Fire Department) expenditures of \$789,840 were \$192,229 (32%) greater than budget of \$597,611; June includes the accrual of one month invoice. These invoices will be paid in accordance with discussions with LAFD.

Police expenditures of \$756,890 were \$243,454 (47%) greater than budget of \$513,436; this is the result of year end accruals and underestimating the budget expense at mid-year.

Public Works expenditures of \$314,081 were \$79,202 (34%) greater budget of \$234,879; this variance is due to overages in Police Department maintenance and fuel costs (\$24,983), contractual services and tree trimming (\$38,055), and CNG fuel (\$8,986).

Recreation & Community Services expenditures of \$201,506 were \$75,865 (60%) greater than budget of \$125,641; major variance includes elevator service (\$3,378), air conditioning repair (\$2,195), lifeguard service (\$37,000), department supplies due to pool repairs and chemical purchases (\$10,195), and year end accruals of salary and benefits.

Self Insurance Fund

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

Non-Departmental Self Insurance fund expenditures of \$171,262 were \$132,958 (347%) greater than budget of \$38,304; this is the result of the City paying Workers Compensation claims (\$97,904) and accruing legal services.

Water Department

City Attorney expenditures of \$3,494 were \$3,494 greater than budget of \$0; these expenses are related to the Prop. 218 utility rate increases. A budget will be established during the mid-year process.

Public Works expenditures of \$457,498 were \$466,835 (51%) less than budget of \$924,333; this variance is due to not recording depreciation expenses (\$578,000), expenses to the Nitrate System (\$63,967), contractual services related to City of Glendale payments for Water Master cost share agreement.

Commentary | JUNE 2012

Sewer Fund

City Attorney expenditures of \$888 were \$888 greater than budget of \$0; these expenses are related to the Prop. 218 utility rate increase. A budget will be established during the mid-year process.

Public Works expenditures of \$407,308 were \$167,340 (70%) greater than budget of \$239,969; this is the result of paying the May City of Los Angeles O&M Sewer Facility charges and capital charges (\$247,079). This was offset by depreciated expense (\$141,252) which still needs to be recorded.

Refuse Disposal Fund

Public Works expenditures of \$140,994 were \$32,134 (19%) less than budget of \$173,127; this variance is the result of lower cost allocations (\$11,228), contractual savings (\$8,440), pending recording of depreciation expense (\$4,032), and salary and benefits savings (\$12,037).

Gas Tax

Non Departmental expenditures of \$75,881 were \$824 (1%) less than budget of \$76,705; no major variance.

Public Works expenditures of \$27,237 were \$25,796 (1,790%) greater than budget of \$1,441; this is the result of skim patch project on Second Street, Fourth Street, Eighth Street, and Orange Grove in preparation for the slurry seal to be applied in 2013.

Recreation

Non Departmental Recreation & Community Services expenditures of \$11 were \$11 greater than budget of \$0; no major variance.

Recreation and Community Services expenditures of \$28,849 were \$18,121 (169%) greater than budget of \$10,729; this is the result of:

Facility Attendance	\$ (3,209)
Contractual Services	\$ (6,711)
Day Camp Supplies	\$ (4,938)
Aerobic Supplies	\$ (3,962)
Other	\$ 699
Variance	\$ 18,121

Retirement

Retirement PERS expenditures of \$650,488 were \$289,598 (80%) greater than budget of \$360,890; this is the result of a transfer to the General Fund of Fire Department pension costs (\$284,992).

Commentary | YTD JUNE 2012

GENERAL

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

- Code Enforcement; and
- Parking Citations.

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

Budgeted expenditures have been reduced compared to FY 2011-12 expenditures. This is a result of carrying open positions, deferring operating & maintenance expenses where possible, and continued labor negotiations with the various bargaining units.

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

- Street maintenance; and
- Nitrate System.

REVENUES

General Fund

Property Tax revenues of \$1,423,758 were \$28,238 (2%) greater than budget of \$1,395,520; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 1,384,356	\$ 1,232,072	\$ 1,423,758

Property Taxes In-Lieu of VLF of \$1,874,672 were equal to budget of \$0 as budgeted.

FY 09-10	FY 10-11	FY 11-12
\$ 1,905,051	\$ 1,853,313	\$ 1,874,672

Commentary | YTD JUNE 2012

Sales and Use Tax revenues of \$2,549,781 were \$74,781 (3%) greater than budget of \$2,475,000; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 2,628,945	\$ 2,420,274	\$ 2,549,781

Triple Flip of VLF of \$603,373 was as budgeted.

FY 09-10	FY 10-11	FY 11-12
\$ 700,108	\$ 890,790	\$ 603,373

Business License Taxes of \$1,011,400 were \$73,600 (7%) less than budget of \$1,085,000; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 1,347,003	\$ 1,010,824	\$ 1,011,400

Franchise Fees of \$307,119 were \$3,119 (1%) greater than budget of \$304,000; no major variance.

Admissions of \$833,710 were \$6,290 (1%) less than budget of \$840,000; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 767,942	\$ 815,164	\$ 833,710

Construction Permit revenues of \$278,936 were \$65,436 (31%) greater than budget of \$213,500; this is the result of construction permits greater than budget (\$50,570), garage sales permits (\$6,298), and commercial and home occupancy permits (\$4,948).

Parking Citations of \$713,471 were \$1,529 (2%) less than budget of \$715,000; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 842,358	\$ 833,613	\$ 713,471

Interest and Rental Income of \$200,365 were \$29,635 (13%) less than budget of \$230,000; this is the result the elimination of the Redevelopment Agency and not allowing for payment of interest for loans between the Redevelopment Agency and the City.

RDA and Miscellaneous Reimbursements of \$303,460 were \$16,509 (6%) greater than budget of \$286,951; no major variance.

Charges for Current Services of \$449,544 were \$9,456 (2%) less than budget of \$459,000; this variance is due to vehicle inspection fees.

Commentary | YTD JUNE 2012

Sales of Property and Other Revenues of \$1,568,255 were \$185,345 (11%) less than budget of \$1,753,600; no major variance.

Self Insurance Fund

Worker's Compensation premiums (revenue) of \$1,159,593 were \$80,407 (6%) less than budget of \$1,240,000; no major variance.

Water Fund

Water Service Charges of \$2,769,412 were \$132,412 (5%) greater than budget of \$2,637,000; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 2,732,828	\$ 3,064,457	\$ 2,769,412

Sewer Fund

Sewer Service charges of \$2,589,168 were \$225,668 (10%) greater than budget of \$2,363,500; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 2,367,242	\$ 2,383,329	\$ 2,589,168

Refuse Disposal

Refuse Disposal revenues of \$1,122,709 were \$12,755 (1%) greater than budget of \$1,109,954; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 1,110,869	\$ 1,125,037	\$ 1,122,709

State Gas Tax

Gas Tax revenues of \$707,744 were \$123,361 (21%) greater than budget of \$584,383; this is the result of conservative budgeting in light of past trends from the State and greater than budget Section 2103 Tax Allocation (\$215,196) which was offset by Gas Tax Section 2105 (\$35,679) and Section 2107 (\$62,706).

FY 09-10	FY 10-11	FY 11-12
\$ 656,937	\$ 652,531	\$ 707,744

Commentary | YTD JUNE 2012

Recreation

RDA (Fund 17) reimbursements of \$211,260 were \$37,871 (22%) greater than budget of \$173,389; this variance is due to day camp programs (\$12,723), 4th of July (\$4,457), and facility attendance (\$15,272).

FY 09-10	FY 10-11	FY 11-12
\$ 825,920	\$ 500,622	\$ 211,260

Retirement Fund

Property Tax revenue of \$4,277,969 were \$266,269 (7%) greater than budget of \$4,011,700; this variance is a result of the dissolution of Redevelopment (RDA). The project areas within the City's RDA received tax increment based on the assessed values of property within each project area. AB X1 26, signed by Governor Brown and upheld by the State Supreme Court, reallocates the retirement portion of the property tax assessment back to the City.

FY 09-10	FY 10-11	FY 11-12
\$ 2,916,920	\$ 2,775,446	\$ 4,277,969

EXPENDITURES

General Fund

City Council expenditures of \$116,728 were \$42 greater than budget of \$116,770; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 103,511	\$ 109,331	\$ 116,728

City Treasure expenditures of \$148,566 were \$6,635 (5%) greater than budget of \$141,931; no major variance.

City Administration expenditures of \$212,410 were \$16,847 (7%) less than budget of \$229,257; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 157,545	\$ 141,989	\$ 212,410

Personnel Division expenditures of \$257,265 were \$42,434 (14%) less than budget of \$299,699; this variance is due to savings in contractual services related to the automated time clock system and the search for a new Police Chief.

FY 09-10	FY 10-11	FY 11-12
\$ 254,419	\$ 289,015	\$ 257,265

Commentary | YTD JUNE 2012

City Attorney expenditures of \$406,029 were \$70,029 (21%) greater than budget of \$336,000; this variance is the result of various ongoing litigation cases.

FY 09-10	FY 10-11	FY 11-12
\$ 142,813	\$ 272,543	\$ 406,029

City Clerk expenditures of \$125,084 were \$60 less than budget of \$125,144; no major variance.

Finance expenditures of \$552,219 were \$3,394 (1%) less than budget of \$555,613; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 554,534	\$ 591,493	\$ 552,219

Community Development expenditures of \$350,032 were \$9,069 (3%) less than budget of \$359,101; no major variance.

Retirement PERS expenditures of \$1,898,783 were \$61,217 (3%) less than budget of \$1,960,000; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 1,970,452	\$ 1,914,172	\$ 1,898,783

Non Departmental expenditures of \$569,699 were \$34,283 (6%) less than budget of \$535,416; no major variance.

Fire Services (Los Angeles Fire Department) expenditures of \$2,632,799 were \$526,561 (17%) less than budget of \$3,159,360; the savings is the result of the City working with Los Angeles Fire Department on a new contract and we are in currently participating in mutual discussions.

Police expenditures of \$6,376,590 were \$645,503 (11%) greater than budget of \$5,731,087; this variance is the result of salaries and benefits being over for Support Services and Patrol. The estimated budget savings was overstated at mid-year.

FY 09-10	FY 10-11	FY 11-12
\$ 6,723,406	\$ 6,858,674	\$ 6,376,590

Public Works expenditures of \$1,738,516 were \$121,351 (7%) less than budget of \$1,859,867; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 2,143,559	\$ 1,879,349	\$ 1,738,516

Recreation and Community Services expenditures of \$1,395,009 were \$131,778 (10%) greater than budget of \$1,264,853; this variance is due to salaries and benefits (\$35,000) – mainly in Community Services Division (01-422) and utilities (\$12,000).

Commentary | YTD JUNE 2012

Self Insurance Fund

City Attorney expenditures related to the self insurance fund of \$0 were \$49,008 (100%) better than budget of \$49,008.

The Non-Departmental self insurance fund expenditures of \$1,357,711 were \$316,719 (30%) greater than budget of \$1,040,992; this is the result of the City continuing to pay all expenses related to an industrial accident from FY 2010-11. The City has reached its \$500,000 deductible, however, the City must continue to pay these related expenses out-of-pocket and get reimbursed quarterly.

FY 09-10	FY 10-11	FY 11-12
\$ 639,688	\$ 648,051	\$ 1,357,711

Water Department

Public Works expenditures of \$2,930,263 were \$901,319 (24%) less than budget of \$3,831,582; this variance is due to budgeted savings in the Nitrate System program. The anticipated expenditures have been pushed out. Additionally, depreciation expense (\$575,000) has not been booked yet.

FY 09-10	FY 10-11	FY 11-12
\$ 2,732,828	\$ 3,064,457	\$ 2,930,263

Sewer Fund

Public Works expenditures of \$2,364,756 were \$27,726 (1%) less than budget of \$2,392,482; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 2,367,242	\$ 2,403,635	\$ 2,364,756

Refuse Disposal Fund

Public Works expenditures of \$1,022,810 were \$3,785 (0%) less than budget of \$1,026,595; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 1,110,869	\$ 1,125,307	\$ 1,022,810

Gas Tax

Non Departmental expenditures of \$682,925 were \$7,410 (1%) less than budget of \$690,335; no major variance.

Commentary | YTD JUNE 2012

Public Works expenses of \$53,707 were \$28,389 (35%) less than budget of \$82,096; this variance is due to light capital projects. Slurry Seal projects are budgeted for mid 2013. Fiscal year 2011 included Park Avenue Improvements.

FY 09-10	FY 10-11	FY 11-12
\$ 76,767	\$ 334,772	\$ 53,707

Recreation

Non-Departmental Recreation and Community Services expenditures of \$3,698 were \$8 greater than budget of \$3,690; this is the result of charging part-time salaries and overtime from concert at the pool/park.

Recreation and Community Services expenditures of \$183,990 were \$33,622 (22%) greater than budget of \$150,368; this is the result of:

Salaries and Benefits*	\$ (18,682)
Aerobics and Day Camp Supplies	\$ (6,504)
Contractual Services	\$ (9,160)
Other Expenditures	\$ 724
Variance	\$ 33,622

* Full-time staff charges was adjusted and charged to an alternate funding source which has the budget appropriation already in place.

FY 09-10	FY 10-11	FY 11-12
\$ 1,455,562	\$ 572,017	\$ 183,990

Retirement

Retirement PERS expenditures of \$3,635,439 were \$217,479 (6%) less than budget of \$3,417,960; no major variance.

FY 09-10	FY 10-11	FY 11-12
\$ 3,153,458	\$ 3,268,732	\$ 3,635,439

Printed 10/24/2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

01 GENERAL FUND**Revenue**

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Property Taxes	156,578	25,020	131,558	526%	1,423,758	1,395,520	28,238	2%
Property Taxes In-Lieu of VLF	0	0	0	0%	1,874,672	1,874,672	0	0%
Sub-total Property Taxes	156,578	25,020	131,558	526%	3,298,430	3,270,192	28,238	1%
Sales & Use Taxes	689,910	526,750	163,160	31%	2,549,781	2,475,000	74,781	3%
Triple Flip	0	0	0	0%	603,373	603,373	0	0%
Sub-total Sales & Use Taxes	689,910	526,750	163,160	31%	3,153,155	3,078,373	74,782	2%
Business License Taxes	2,670	17,000	(14,330)	(84%)	1,011,400	1,085,000	(73,600)	(7%)
Franchise Fees	43,149	46,500	(3,351)	(7%)	307,119	304,000	3,119	1%
Admissions Taxes	136,617	138,200	(1,583)	(1%)	833,710	840,000	(6,290)	(1%)
Construction Permits	18,573	26,950	(8,377)	(31%)	278,936	213,500	65,436	31%
Parking Citations	103,630	141,667	(38,037)	(27%)	713,471	715,000	(1,529)	(0%)
Interest & Rental Income	41,282	33,337	7,945	24%	200,365	230,000	(29,635)	(13%)
RDA & Misc. Reimbursements	41,427	2,082	39,345	1,890%	303,460	286,951	16,509	6%
Motor Vehicle In-Lieu (VLF)	0	0	0	0%	12,549	12,549	0	0%
Charges for Current Services	52,197	35,467	16,730	47%	449,544	459,000	(9,456)	(2%)
Sales of Property & Other Revenues	139,217	324,775	(185,558)	(57%)	1,568,255	1,753,600	(185,345)	(11%)
Transfers from Other Funds	791,956	545,514	246,442	45%	4,758,227	4,551,635	206,592	5%
Fees, Permits and Other Revenues	1,368,048	1,294,491	73,557	6%	9,425,637	9,366,235	59,402	1%
Total Revenue Sources	2,217,206	1,863,261	353,944	19%	16,888,621	16,799,800	88,821	1%

Printed 10/24/2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

01 GENERAL FUND**Expenses**

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
City Council	11,529	10,089	(1,440)	(14%)	116,728	116,770	42	0%
City Treasurer	17,072	12,083	(4,988)	(41%)	148,566	141,931	(6,635)	(5%)
City Administration	23,882	20,959	(2,923)	(14%)	212,410	229,257	16,847	7%
Personnel Division	28,410	31,207	2,797	9%	257,265	299,699	42,434	14%
City Attorney	134,469	33,333	(101,136)	(303%)	406,029	336,000	(70,029)	(21%)
City Clerk	13,082	10,429	(2,654)	(25%)	125,084	125,144	60	0%
Elections	58	0	(58)	0%	58	10,000	9,942	99%
	<u>228,503</u>	<u>118,100</u>	<u>(110,402)</u>	<u>(93%)</u>	<u>1,266,140</u>	<u>1,258,801</u>	<u>(7,339)</u>	<u>(1%)</u>
City Officials and Administrative Offices								
Finance	51,930	48,616	(3,313)	(7%)	552,219	555,613	3,394	1%
Community Development	42,905	36,014	(6,891)	(19%)	350,032	359,101	9,069	3%
Retirement - Pers	199,949	166,150	(33,799)	(20%)	1,898,783	1,960,000	61,217	3%
Non-Departmental	296,855	451,350	154,495	34%	569,699	535,416	(34,283)	(6%)
Fire Services (LAFD)	789,840	597,611	(192,229)	(32%)	2,632,799	3,159,360	526,561	17%
Police	756,890	513,436	(243,454)	(47%)	6,376,590	5,731,087	(645,503)	(11%)
Public Works	314,081	234,879	(79,202)	(34%)	1,738,516	1,859,867	121,351	7%
Recreation & Comm Services	201,506	125,641	(75,865)	(60%)	1,396,631	1,264,853	(131,778)	(10%)
Departmental	<u>2,653,955</u>	<u>2,173,697</u>	<u>(480,258)</u>	<u>(22%)</u>	<u>15,515,269</u>	<u>15,425,297</u>	<u>(89,972)</u>	<u>(1%)</u>
Total Expenses	2,882,458	2,291,797	(590,660)	(26%)	16,781,409	16,684,098	(97,311)	(1%)
Total GENERAL FUND	(665,252)	(428,536)	(236,716)	55%	107,212	115,702	(8,490)	(7%)

Printed 10/24/2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

	Actual	Month to Date Budget	Variance	%	Actual	Year to Date Budget	Variance	%
06 SELF-INSURANCE FUND								
Revenue								
Interest & Rental Income	0	0	0	0%	0	0	0	0%
Sales of Property & Other Revenues	237,444	435,000	(197,556)	(45%)	1,159,593	1,240,000	(80,407)	(6%)
Fees, Permits and Other Revenues	<u>237,444</u>	<u>435,000</u>	<u>(197,556)</u>	<u>(45%)</u>	<u>1,159,593</u>	<u>1,240,000</u>	<u>(80,407)</u>	<u>(6%)</u>
Total Revenue Sources	237,444	435,000	(197,556)	(45%)	1,159,593	1,240,000	(80,407)	(6%)
06 SELF-INSURANCE FUND								
Expenses								
City Attorney	0	8,168	8,168	100%	0	49,008	49,008	100%
City Officials and Administrative Offices	<u>0</u>	<u>8,168</u>	<u>8,168</u>	<u>100%</u>	<u>0</u>	<u>49,008</u>	<u>49,008</u>	<u>100%</u>
Non-Departmental	171,262	38,304	(132,958)	(347%)	1,357,711	1,040,992	(316,719)	(30%)
Police	0	0	0	0%	0	0	0	0%
Departmental	<u>171,262</u>	<u>38,304</u>	<u>(132,958)</u>	<u>(347%)</u>	<u>1,357,711</u>	<u>1,040,992</u>	<u>(316,719)</u>	<u>(30%)</u>
Total Expenses	171,262	46,472	(124,790)	(269%)	1,357,711	1,090,000	(267,711)	(25%)
Total SELF-INSURANCE FUND	66,182	388,528	(322,346)	(83%)	(198,117)	150,000	(348,117)	(232%)

Printed 09/14/2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

	Month to Date		Year to Date		
	Actual	Budget	Variance	%	
70 WATER FUND					
Revenue					
Interest & Rental Income	0	1,500	(1,500)	(100%)	(86%)
RDA & Misc. Reimbursements	0	1,250	(1,250)	(100%)	(100%)
Charges for Current Services	0	0	0	0%	0%
Sales of Property & Other Revenues	598,809	382,460	216,349	57%	5%
Transfers from Other Funds	0	0	0	0%	0%
	<u>598,809</u>	<u>385,210</u>	<u>213,599</u>	<u>55%</u>	<u>5%</u>
Fees, Permits and Other Revenues					
Total Revenue Sources	598,809	385,210	213,599	55%	5%
70 WATER FUND					
Expenses					
City Attorney	3,494	0	(3,494)	0%	1%
	<u>3,494</u>	<u>0</u>	<u>(3,494)</u>	<u>0%</u>	<u>1%</u>
City Officials and Administrative Offices					
Non-Departmental	0	0	0	0%	0%
Public Works	457,498	924,333	466,835	51%	24%
	<u>457,498</u>	<u>924,333</u>	<u>466,835</u>	<u>51%</u>	<u>24%</u>
Departmental					
Total Expenses	460,991	924,333	463,342	50%	24%
Total WATER FUND	137,817	(539,123)	676,941	(126%)	(86%)

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City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
72 SEWER FUND								
Revenue								
Interest & Rental Income	7,759	2,500	5,259	210%	8,545	10,000	(1,455)	(15%)
Sales of Property & Other Revenues	539,015	396,458	142,556	36%	2,580,623	2,353,500	227,123	10%
Transfers from Other Funds	0	0	0	0%	0	0	0	0%
	<u>546,773</u>	<u>398,958</u>	<u>147,815</u>	<u>37%</u>	<u>2,589,168</u>	<u>2,363,500</u>	<u>225,668</u>	<u>10%</u>
Fees, Permits and Other Revenues								
Total Revenue Sources	546,773	398,958	147,815	37%	2,589,168	2,363,500	225,668	10%
72 SEWER FUND								
Expenses								
City Attorney	888	0	(888)	0%	8,064	15,000	6,936	46%
City Officials and Administrative Offices	888	0	(888)	0%	8,064	15,000	6,936	46%
Public Works	407,308	239,969	(167,340)	(70%)	2,356,692	2,377,482	20,790	1%
Departmental	407,308	239,969	(167,340)	(70%)	2,356,692	2,377,482	20,790	1%
	<u>408,196</u>	<u>239,969</u>	<u>(168,228)</u>	<u>(70%)</u>	<u>2,364,756</u>	<u>2,392,482</u>	<u>27,726</u>	<u>1%</u>
Total Expenses	138,577	158,990	(20,413)	(13%)	224,412	(28,982)	253,394	(874%)
Total SEWER FUND								

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City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

73 REFUSE DISPOSAL FUND**Revenue**

Interest & Rental Income
 Sales of Property & Other Revenues
 Transfers from Other Funds
 Fees, Permits and Other Revenues

Total Revenue Sources**73 REFUSE DISPOSAL FUND****Expenses**

Public Works
 Departmental

Total Expenses**Total REFUSE DISPOSAL FUND**

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
	Month to Date				Year to Date			
Interest & Rental Income	0	0	0	0%	0	0	0	0%
Sales of Property & Other Revenues	228,673	206,746	21,927	11%	1,122,709	1,109,954	12,755	1%
Transfers from Other Funds	0	0	0	0%	0	0	0	0%
Fees, Permits and Other Revenues	228,673	206,746	21,927	11%	1,122,709	1,109,954	12,755	1%
Total Revenue Sources	228,673	206,746	21,927	11%	1,122,709	1,109,954	12,755	1%
73 REFUSE DISPOSAL FUND								
Expenses								
Public Works	140,994	173,127	32,134	19%	1,022,810	1,026,595	3,785	0%
Departmental	140,994	173,127	32,134	19%	1,022,810	1,026,595	3,785	0%
Total Expenses	87,679	33,618	54,061	161%	99,900	83,359	16,541	20%
Total REFUSE DISPOSAL FUND								

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City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
	Month to Date				Year to Date			
11 STATE GAS TAX FUND								
Revenue								
Interest & Rental Income	0	0	0	0%	28	0	28	0%
Sales of Property & Other Revenues	133,301	97,940	35,361	36%	707,717	584,383	123,334	21%
Fees, Permits and Other Revenues	133,301	97,940	35,361	36%	707,744	584,383	123,361	21%
Total Revenue Sources	133,301	97,940	35,361	36%	707,744	584,383	123,361	21%
11 STATE GAS TAX FUND								
Expenses								
Non-Departmental	75,881	76,705	824	1%	682,925	690,335	7,410	1%
Public Works	27,237	1,441	(25,796)	(1,790%)	53,707	82,096	28,389	35%
Departmental	103,118	78,146	(24,972)	(32%)	736,632	772,431	35,799	5%
Total Expenses	103,118	78,146	(24,972)	(32%)	736,632	772,431	35,799	5%
Total STATE GAS TAX FUND	30,183	19,794	10,389	52%	(28,888)	(188,048)	159,160	(85%)

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City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

17 RECREATION**Revenue**

RDA & Misc. Reimbursements
 Sales of Property & Other Revenues
 Transfers from Other Funds
 Fees, Permits and Other Revenues

Total Revenue Sources**17 RECREATION****Expenses**

Non-Departmental
 Recreation & Comm Services

Departmental

Total Expenses**Total RECREATION**

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
	Month to Date				Year to Date			
	24,353	6,054	18,299	302%	201,030	173,389	27,641	16%
	0	0	0	0%	0	0	0	0%
	0	0	0	0%	10,230	0	10,230	0%
	<u>24,353</u>	<u>6,054</u>	<u>18,299</u>	<u>302%</u>	<u>211,260</u>	<u>173,389</u>	<u>37,871</u>	<u>22%</u>
	24,353	6,054	18,299	302%	211,260	173,389	37,871	22%
	11	0	(11)	0%	3,698	3,690	(8)	(0%)
	28,764	10,729	(18,036)	(168%)	183,990	150,368	(33,622)	(22%)
	<u>28,775</u>	<u>10,729</u>	<u>(18,046)</u>	<u>(168%)</u>	<u>187,688</u>	<u>154,058</u>	<u>(33,630)</u>	<u>(22%)</u>
	28,775	10,729	(18,046)	(168%)	187,688	154,058	(33,630)	(22%)
	<u>(4,422)</u>	<u>(4,675)</u>	<u>252</u>	<u>(5%)</u>	<u>23,572</u>	<u>19,331</u>	<u>4,241</u>	<u>22%</u>

Printed 10/19/2012

City of San Fernando
Income & Expense Report - Summary
For Month and YTD June 30, 2012

18 RETIREMENT FUND**Revenue**

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Property Taxes	282,988	183,400	99,588	54%	4,277,969	4,011,700	266,269	7%
Sub-total Property Taxes	<u>282,988</u>	<u>183,400</u>	<u>99,588</u>	<u>54%</u>	<u>4,277,969</u>	<u>4,011,700</u>	<u>266,269</u>	<u>7%</u>
Interest & Rental Income	2,029	4,100	(2,071)	(51%)	2,029	4,100	(2,071)	(51%)
Sales of Property & Other Revenues	0	0	0	0%	0	0	0	0%
Fees, Permits and Other Revenues	<u>2,029</u>	<u>4,100</u>	<u>(2,071)</u>	<u>(51%)</u>	<u>2,029</u>	<u>4,100</u>	<u>(2,071)</u>	<u>(51%)</u>

Total Revenue Sources**18 RETIREMENT FUND****Expenses**

Non-Departmental	650,488	360,890	(289,598)	(80%)	3,635,439	3,417,960	(217,479)	(6%)
Departmental	<u>650,488</u>	<u>360,890</u>	<u>(289,598)</u>	<u>(80%)</u>	<u>3,635,439</u>	<u>3,417,960</u>	<u>(217,479)</u>	<u>(6%)</u>

Total Expenses**Total RETIREMENT FUND**

	<u>(365,472)</u>	<u>(173,390)</u>	<u>(192,082)</u>	<u>111%</u>	<u>644,559</u>	<u>597,840</u>	<u>46,719</u>	<u>8%</u>
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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

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

DATE: November 19, 2012

SUBJECT: Second Amendment to Facility Use and Transportation Agreement with Valley Regional High School No. 5

RECOMMENDATION:

It is recommended that the City Council authorize the City Administrator to execute the second amendment (Attachment "A") to the Facility Use and Transportation Agreement with Valley Regional High School No. 5 (Contract No. 1669) by extending the completion date of the proposed Reciprocal-Use Agreement (RUA) to May 31, 2013.

BACKGROUND:

1. On September 16, 2005, the City Council conducted a special meeting with representatives of Los Angeles Unified School District (LAUSD) to discuss joint-use opportunities in reference to the new high school, VRHS No. 5.
2. On October 4, 2005, the City Council scheduled a special joint meeting with the Cultural Arts and Recreation and Community Services (RCS) Commissions (City Council and RCS Commission did not have a quorum) regarding an update on joint-use agreement opportunities for VRHS No. 5.
3. On November 21, 2005, RCS staff received a draft Memorandum of Understanding (MOU) for review and comment.
4. On December 5, 2005, RCS staff received official notification requesting the City's participation in the approval of the MOU and initiation of a joint-use agreement.
5. On January 3, 2006, the City Council approved the MOU for the planning and development of a joint-use agreement between the City and LAUSD for the proposed VRHS No. 5.

Second Amendment to Facility Use and Transportation Agreement with Valley Regional High School No. 5

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6. In March of 2011, RCS staff met with LAUSD's Asset Management Branch to begin the final process of completing a joint-use agreement.
7. On August 25, 2011, RCS staff began meeting with VRHS No. 5 administrators to discuss potential usage of facilities to be included in a joint-use agreement.
8. In October of 2011, RCS staff met with LAUSD Asset Management Branch to draft a document outlining the space that both VRHS No. 5 and the City have available.
9. In November of 2011, RCS staff was notified that a joint-use agreement with VRHS No. 5 would not be completed prior to the 2012 swim season. In addition, RCS staff was notified that VRHS No. 5 had no funds available to pay for requested facility usage. Discussion continued regarding the prospective joint-use agreement.
10. From November to December of 2011, the RCS Operations Manager continued negotiations with LAUSD that would allow the principal of VRHS No. 5 to disburse funds in preparation of the approaching swim season.
11. In December of 2011, LAUSD authorized VRHS No. 5 administration to earmark funds to assemble the VRHS No. 5 swim team, which included funds for uniforms, equipment, and coach salaries. No funds for facility rental were secured.
12. On January 6, 2012, the RCS Operations Manager met with LAUSD to begin drafting a Facility Use and Transportation Agreement between the City and VRHS No. 5 until a proposed RUA (a form of a joint-use agreement) is completed.
13. In January of 2012, RCS staff, LAUSD, and the City Attorney began to finalize a Facility Use and Transportation Agreement to allow the VRHS No. 5 swim team access to the San Fernando Regional Pool Facility (Pool Facility) for the 2012 swim season.
14. On February 6, 2012, the City Council approved a Facility Use and Transportation Agreement (Attachment "B") which would (a) authorize the swim team from VRHS No. 5 to use the San Fernando Regional Pool Facility for swim practices, (b) provide for the City to authorize First Transit to make available a trolley to transport the swim team from VRHS No. 5 to the Pool Facility, and (c) defer payment of the fees for use of the Pool Facility and allow fees to be credited to the City and apply to charges incurred by the City in a pending reciprocal-use agreement (RUA). The term of the agreement is effective from February 13, 2012 through May 31, 2012.
15. On February 13, 2012, the swim team for VRHS No. 5 was granted access to the San Fernando Regional Pool Facility.

Second Amendment to Facility Use and Transportation Agreement with Valley Regional High School No. 5

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16. On April 11, 2012, the RCS Operations Manager met with the Los Angeles County Department of Public Health (LACDPH) regarding recent joint-use agreements between cities and school districts.
17. On May 2, 2012, RCS staff met with principals of VRHS No. 5 to discuss facility requests/availability for the summer/fall seasons to include in a RUA. This is a short-term agreement until a long-term agreement is completed.
18. On May 8, 2012, RCS staff met with VRHS No. 5 staff to finalize requests/availability for the summer/fall seasons to incorporate into a reciprocal-use agreement.
19. On May 21, 2012, RCS City Council authorized the City Administrator to execute an amendment to the Facility Use and Transportation Agreement with Valley Regional High School No. 5 (Attachment "C") to extend the completion date of the proposed Reciprocal-Use Agreement (RUA) to November 30, 2012.
20. As of November 19, 2012, the RCS Department has completed two of three short-term agreements, via a Civic Center Permit and will continue to meet with VRHS No. 5 to finalize requests/availability for the seasonal activities required to complete a long-term reciprocal-use agreement.

ANALYSIS:

Located at 1001 Arroyo Avenue, the newly developed VRHS No. 5, also known as the César Chávez Learning Academies, is the only high school built within City limits to service resident families. The school campus includes athletic baseball and softball fields as well as a football field complete with a running track. Also included are multiple outdoor basketball courts and a gymnasium with two indoor playing courts. In addition, the facility has a multi-use performance auditorium suitable for musical concerts and theatrical presentations. A RUA (allowing use of these school facilities) will assist the RCS Department to expand programming and target more City residents which may include youth leagues, adult leagues, fitness programming, cultural art programming, teen programming, and City special events.

A long-term agreement was expected to be completed prior to November 30, 2012. Because VRHS No. 5 is a newly built campus with unique operations that incorporates four different schools with different schedules, the challenge is completing a master calendar incorporating all seasons of activities and sports. To date, City staff, LAUSD Asset Management Branch, and the staff of VRHS No. 5 have completed two of three short-term agreements, via a Civic Center Permit. These agreements allow for the RCS and VRHS to develop, identify, and secure the needed facilities for the seasonal activities.

The RCS Operations Manager is continuing discussions with LACDPH regarding other recently developed joint-use agreements between cities and school districts. This will maximize the

Second Amendment to Facility Use and Transportation Agreement with Valley Regional High School
No. 5

Page 4

facility usage for both parties and allow for the RCS Department to expand recreation programs such as adult volleyball, youth basketball, and youth soccer to the VRHS No. 5.

Civic Center Permits

The major function of the Civic Center Permit is to allow for the use of school facilities in conformance with the California Education Code mandate and the Board of Education rules, which require that each and every public school facility be made available as a civic center to members of the community for supervised not-for-profit recreational activities, meetings and public discussions, when regular school activities are not disrupted. These permits are issued three times a year for the following months:

- July, August, September, October – Deadline: May 15th
- November, December, January, February – Deadline: September 15th
- March, April, May, June – Deadline: January 15th

CONCLUSION:

City staff continues to work with LAUSD and VRHS No. 5 regarding a Civic Center Permit to allow the City to use the school facilities for the winter/spring seasons of 2012/13 until a final long term reciprocal-use agreement is completed. It is recommended that the City Council amend the Facility Use and Transportation Agreement with Valley Regional High School No. 5 by extending the completion date of the proposed reciprocal-use agreement to May 30, 2013.

BUDGET IMPACT:

There will be no budget impact to the General Fund for the FY 2012-13.

ATTACHMENT:

- A. Second Amendment to Facility Use and Transportation Agreement
- B. Contract No. 1669
- C. Contract No. 1669(a)

ATTACHMENT "A"**AMENDMENT TO THE FACILITY USE AND
TRANSPORTATION AGREEMENT**

This Amendment ("Amendment") to the Facility use and Transportation Agreement ("Agreement"), dated November 19, 2012, and is between the City of San Fernando, a California municipal partnership ("City"), and the Los Angeles Unified School District, a public school district organized and existing under and pursuant to the constitution of law of the state of California ("District").

RECITALS:

- A. On February 6, 2012, City and the District, entered into the Agreement (the "Agreement") for the following services: For the City to provide the District use of the San Fernando Regional Pool Facility ("Facility") for recreational purposes, specifically, for practices of, and competitions involving, the VRHS No. 5 Swim Team and to provide one-way transportation for the Swim Team, from VRHS No. 5 to the Facility as specified in the Agreement, under the direction of the City Administrator, City Attorney/Council, and Recreation and Community Services Operation Manager.
- B. City and District wish to extend the completion date of the proposed Agreement to May 31, 2013.

The parties therefore agree as follows:

- 1. Paragraph A of Section 8.3 is hereby revised to read as follows:

The Facility use fees (paragraphs (a) and (b) of Section 8.1) due City pursuant to this Agreement may be credited against any fees City may be obligated to pay District pursuant to the proposed reciprocal-use agreement (the "RUA") that is to be negotiated between the City and District. The parties anticipate that the RUA will be completed and approved no later than May 31, 2013. If the RUA is not completed and approved by both parties prior to May 31, 2013, District shall pay to City the Facility use fees due City pursuant to this Agreement no later than May 31, 2013.

- 2. Except as otherwise specifically provided in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

The parties are signing this Amendment on the date stated in the introductory paragraph.

“CITY”

CITY OF SAN FERNANDO, a California
municipal partnership

By: _____
Al Hernández, City Administrator

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

MEYERS NAVE

Maribel G. Medina, City Attorney

“DISTRICT”

LOS ANGELES UNIFIED SCHOOL
DISTRICT, a California public school
district

By: _____
Name: _____
Title: _____

ATTACHMENT "B"
CONTRACT NO. 1669**FACILITY USE AND TRANSPORTATION AGREEMENT****SAN FERNANDO REGIONAL POOL FACILITY**

THIS FACILITY USE AND TRANSPORTATION AGREEMENT (this "**Agreement**") is made and entered into as of February 6, 2012, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a public school district organized and existing under and pursuant to the constitution and laws of the State of California ("**District**"), with respect to the following:

RECITALS:

WHEREAS, City and District are authorized and empowered by California Education Code Section 10900 *et seq* to cooperate with one another in order to promote and provide adequate community recreation and education programs that contribute to the health and general welfare, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of City;

WHEREAS, District has recently opened Valley Regional High School No. 5 ("**VRHS No. 5**"), a District high school located at 1001 Arroyo Avenue, in the City of San Fernando; and

WHEREAS, City owns and operates the San Fernando Regional Pool Facility (the "**Facility**"), located at 208 Park Ave., in the City of San Fernando; and

WHEREAS, District desires to use the Facility for recreational purposes, specifically, for practices of, and competitions involving, the VRHS No. 5 Swim Team (along with its coaches, trainers and staff, the "**Swim Team**"); and

WHEREAS, District and City contemplate entering into a reciprocal use agreement prior to May 31, 2012, which will authorize City and District to use each other's recreational facilities on an as needed and available basis; and

WHEREAS, prior to entering in the contemplated reciprocal use agreement, City is willing to permit use of the Facility by the Swim Team, upon the terms, provisions and conditions hereinafter set forth; and

WHEREAS, District has requested that City provide transportation for the Swim Team, to and from the Facility; and

WHEREAS, City is willing to provide one-way transportation for the Swim Team, from VRHS No. 5 to the Facility, upon the terms, provisions and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, City and District do hereby agree as follows:

1. FACILITY.

1.1 Availability for Swim Team Use. The Facility shall be available to District for use by the VRHS No. 5 Swim Team, for the period February 13, 2012 through May 31, 2012, as follows:

- City shall provide the VRHS No. 5 Swim Team with access to and use of the Pool Facility Monday, Wednesday, and Friday from 4:30 p.m. to 6:00 p.m. (or any other mutually agreed upon time, in the event the parties so agree in writing).
- City shall provide the Swim Team with exclusive use of no less than four 25-meter pool lanes for swim use Monday, Wednesday, and Friday from 4:30 p.m. to 6:00 p.m. (or any other mutually agreed upon time, in the event the parties so agree in writing). Existing City programs already underway will take priority and may limit the number of lanes that are available, but in no event shall the lanes available to the Swim Team be less than three (3) at any time.
- City shall provide the Swim Team a minimum of six 25-meter pool lanes for up to two meets, which Swim Meets shall be scheduled for mutually agreeable days and times in the parties' respective reasonable discretion (provided, however, if the parties cannot agree, District may hold such meets between 4:30 p.m. and 6:00 p.m. on a Monday, Wednesday or Friday). Existing City programs already underway will take priority and may limit the number of lanes that are available, but in no event shall the lanes available to the Swim Team be less than three (3) at any time.
- District will adhere, including causing VRHS No. 5 and the Swim Team to adhere, to all existing duly adopted facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- District shall ensure that at least one swim coach or adult staff member for the Swim Team is present at the Facility and monitoring the use of the Facility by the Swim Team at all times that members of the Swim Team are present at the Facility pursuant to this Agreement. District shall insure that such monitoring swim coach or staff member for the Swim Team meets all applicable requirements of the California Interscholastic Federation and of California law, including but not limited to California Health & Safety Code Section 1797.182, 116028, and 116045, and California Code of Regulations, Title 22, Regulation 65539 (the "**Lifeguard Laws**").

1.2 Lifeguards. City agrees to provide two lifeguards satisfying the Lifeguard Laws during each Swim Meet hosted by the Swim Team. For purposes of this Agreement, "**Swim Meet**" means a competitive event during which the Swim Team competes against swim teams or swimmers from other schools or organizations. District represents and warrants to City that it will cause a duly qualified lifeguard (who satisfies the Lifeguard Laws) to be present and supervising the aquatic activities of the Swim Team at all times during which the Swim Team is using the Facility pursuant to this Agreement (which lifeguard may be a swim coach or other Swim Team staff member). District acknowledges and agrees that, except as set forth in the first

sentence of this Section 1.2, City will NOT provide a lifeguard during the periods that the Swim Team is using the Facility pursuant to this Agreement, including but not limited to Swim Meets.

2. **TRANSPORTATION.** City agrees to cause the City Trolley to be available to provide one-way transportation of the members of the Swim Team and their coach from VRHS No. 5 to the Facility during the term of this Agreement ("**Trolley Services**"), as follows:

- City shall provide the Swim Team with transportation to the Facility Monday, Wednesday, and Friday between 4:00 to 4:20 p.m. or, as applicable, at any other mutually agreed upon time.
- Transportation shall be provided via the City Trolley ("**Trolley**"), which is operated by First Transit to provide public transportation in the City.
- District shall cause a coach or other adult staff member of the Swim Team to ride in the Trolley with the Swim Team; City shall have no obligation to transport the Swim Team if no coach or adult staff member is present.
- The City will provide the Trolley Services at a rate of \$35.00 per day. To the extent District does not use the Trolley on any particular day, and provides City at least 24 hours advance notice of same, District shall have no obligation to pay to City the Trolley Services fee for that day.
- District shall cause all trash, equipment and clothing articles of the Swim Team to be removed from the Trolley upon the conclusion of each trip.

3. **INDEMNIFICATION AND INSURANCE.**

3.1 Indemnification. District agrees to protect, indemnify, defend and hold City and its elected officials, officers, employees, attorneys, contractors, and agents (collectively, the "**Indemnitees**"), free and harmless from and against (collectively, "**Indemnify**") any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") that the Indemnitees may suffer or incur (as determined by final arbitration or court decision or by the agreement of the parties, except that District's duty to defend the Indemnitees pursuant to this Section 3.1 does not require any prior determination by final arbitration or court decision or agreement of the parties) to the extent that such Losses are a result of (a) the negligence or willful misconduct at the Facility and/or in the use of equipment by District or the Swim Team or (b) the failure of District to comply with the terms of this Agreement, in each case to the fullest extent permitted by law. District shall have no duty to Indemnify the Indemnitees (and City shall be liable to District to the extent otherwise liable under applicable law) to the extent that any Losses are caused by the negligence or willful misconduct of the Indemnitees, or by the failure of the Indemnitees to comply with the terms of this Agreement, provided such willful misconduct or negligence is determined by agreement between the parties or by arbitration or by a court of competent jurisdiction.

3.2 Coverage. District shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility(as a result of the District's use of the Facility hereunder) that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days' prior notice to City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City. It is understood that such coverage shall be maintained by District through its existing program of self-insurance.

3.3 Certificate. District shall provide City with District's customary certificate of self-insurance, or reasonable equivalent, for such insurance.

3.4 Waiver. Except to the extent due to the negligence or willful misconduct of the Indemnitees, District waives any and all rights of recovery against City (but not against third parties, including, without limitation, in connection with clause (b) below, First Transit, Inc., a Delaware corporation) (a) for loss of, or damage to, District's property or the property of others under District's control while at the Facility and (b) for Losses that District may incur arising from the Trolley Services.

4. **INDEPENDENT CONTRACTOR.**

4.1 District as Independent Contractor. In connection with this Agreement, District shall at all times be and remain a wholly independent contractor of City. District shall have no power to incur any debt, obligation or liability on behalf of City or otherwise act on behalf of City as an agent of City. District shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner an agent or employee of City. Except as expressly provided in this Agreement, neither City nor any of its agents or employees shall have any control over the conduct of District or any of its agents, employees or invitees.

5. **TERM OF AGREEMENT.** This Agreement shall be effective from February 13, 2012 through May 31, 2012, inclusive, unless earlier terminated in accordance with this Agreement.

6. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement solely due to a material breach hereof by the other party if such breach remains uncured for ten (10) days after the breaching party receives written notice from the other party reasonably describing such breach. In the event of such termination, all fees and charges previously incurred pursuant to Section 8 of this Agreement shall be paid to City within 30 days of the effective date of termination.

7. **NONDISCRIMINATION.** District shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facility.

8. FEES AND CHARGES.

8.1 Fees.

- (a) For each day of entry to the Facility, District shall pay to City the sum of \$10.00 per hour for each lane used by the Swim Team, for a total of 1.5 hours. The total for the swim season is estimated to be \$2,700.00.
- (b) For each Swim Meet hosted by the Swim Team, District shall pay to City the sum of \$10.00 per hour for each lane used for the Swim Meet, for a maximum total of 5 hours per Swim Meet. The total for the two Swim Meets is estimated to be \$1,000.
- (c) For each Swim Meet hosted by the Swim Team, District shall pay to City the sum of \$40 per hour for two lifeguards for a total of 5.0 hours per swim meet. The total for the two Swim Meets is estimated to be \$400.00.
- (d) For each day of Trolley Services, District shall pay to City the sum of \$35.00 per day. The total for transportation is estimated to be \$1,540.00.

District agrees to compensate City for the Facility use and Trolley Services provided under this Agreement, and City agrees to accept in full satisfaction for such Facility use and Trolley Services, a sum not-to-exceed Five Thousand Six Hundred Forty Dollars (\$5,640).

8.2 Billing. City shall submit to District an invoice, at the completion of the term of the Agreement, for the use of the Facility and Trolley Services provided pursuant to this Agreement. Such invoice shall itemize the facility use and services rendered during the term hereof and the amount due. Such itemizations shall include the days services were provided, lanes utilized at the pool facility, and utilization of Trolley Services. Any invoice dispute for facilities/services provided shall be submitted within twenty (20) business days of receipt of the invoice.

8.3 Method of Payment.

- (a) The Facility use fees (paragraphs (a) and (b) of Section 8.1) due City pursuant to this Agreement may be credited against any fees City may be obligated to pay District pursuant to the proposed reciprocal-use agreement (the “**RUA**”) that is to be negotiated between the City and District. The parties anticipate that the RUA will be completed and approved no later than May 31, 2012. If the RUA is not completed and approved by both parties prior to May

31, 2012, District shall pay to City the Facility use fees due City pursuant to this Agreement no later than June 30, 2012.

- (b) District shall pay to City the fees for Trolley Services and Swim Meet lifeguard services (paragraphs (c) and (d) of Section 8.1) within 30 days of receiving the invoice from City.

9. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **NOTICE.** Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

District: Leasing and Space Utilization
Los Angeles Unified School District
333 S. Beaudry, Avenue, 23rd Floor
Los Angeles, California 90017
Attention: Scot Graham, Director of Leasing and Space Utilization
Facsimile: (213) 241-6784

City: City of San Fernando
117 McNeil Street
San Fernando, California 91340
Attention: Mr. Al Hernández, City Administrator
Telephone: (818) 898-1202
Facsimile: (818) 361-7631

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

11. **ATTORNEYS' FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to recover attorney's fees from the opposing party in any amount determined by the court or arbitrator to be reasonable.

12. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings used in this Agreement are for convenience of reference only and shall not be used in construing any part of this Agreement.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of City and District.

14. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

15. **SEVERABILITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

16. **WAIVER.** No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or District to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between District and City with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing duly signed and delivered by District and City.

18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and such counterparts shall together constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties have entered into this Facility Use And Transportation Agreement as of the date first written above.

DISTRICT:

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a School District Duly Organized and Existing
Under the Laws of the State of California

By: 

Name: Scot Graham

Title: Director of Leasing and Space Utilization

CITY:

CITY OF SAN FERNANDO

By: 

Al Hernandez, City Administrator

ATTEST:

By: 

Elena G. Chavez, City Clerk

APPROVED AS TO FORM:

By: 

Michael Estrada, City Attorney

EXHIBIT "A"**SAN FERNANDO REGIONAL POOL FACILITY****Rental & Usage Terms**

- Forty-eight (48) hour notice must be given in case of cancellation of event.
- No alcohol or smoking is allowed on City of San Fernando property.
- All now-existing regularly printed and posted San Fernando Regional Pool Facility rules and regulations apply.
- At the conclusion of your rental, all garbage must be placed in trashcans, the deck left clean and clear, and all equipment put away. There is to be no equipment left in pool.
- Lane lines may only be adjusted, or shifted with the approval of the San Fernando Regional Pool staff on site.
- The City of San Fernando is not responsible for lost or stolen articles.
- The San Fernando Regional Pool Facility is subject to closure, resulting in cancellation of rentals, due to holidays, yearly scheduled maintenance/cleaning, facility repair, published closure dates, inclement weather and/or facility closures for other uncontrollable circumstances.
- No storage is available at the San Fernando Regional Pool Facility unless approved by the Aquatic Supervisor.
- No equipment may be taken from the San Fernando Regional Pool Facility and only equipment approved by the Aquatic Supervisor (to the extent the same is not customary swimming-related equipment) prior to the event may be brought in.
- The Aquatic Supervisor's office, supplies, equipment, and other items are not available for use.
- Swim Meet dates must be requested no less than two weeks in advance with no less than one meeting to be set up with the Aquatic Supervisor to discuss details of meets, entry numbers, and other logistics.

**ATTACHMENT "C"
CONTRACT NO. 1669(a)****AMENDMENT TO THE FACILITY USE AND
TRANSPORTATION AGREEMENT**

This Amendment ("Amendment") to the Facility use and Transportation Agreement ("Agreement"), dated May 21, 2012, and is between the City of San Fernando, a California municipal partnership ("City"), and the Los Angeles Unified School District, a public school district organized and existing under and pursuant to the constitution of law of the state of California ("District").

RECITALS:

- A. On February 6, 2012, City and the District, entered into the Agreement (the "Agreement") for the following services: For the City to provide the District use of the San Fernando Regional Pool Facility ("Facility") for recreational purposes, specifically, for practices of, and competitions involving, the VRHS No. 5 Swim Team and to provide one-way transportation for the Swim Team, from VRHS No. 5 to the Facility as specified in the Agreement, under the direction of the City Administrator, City Attorney/Council, and Recreation and Community Services Operation Manager.
- B. City and District wish to extend the completion date of the proposed Agreement to November 30, 2012.

The parties therefore agree as follows:

- 1. Paragraph A of Section 8.3 is hereby revised to read as follows:

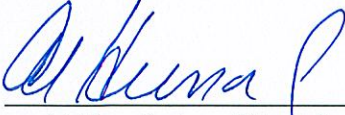
The Facility use fees (paragraphs (a) and (b) of Section 8.1) due City pursuant to this Agreement may be credited against any fees City may be obligated to pay District pursuant to the proposed reciprocal-use agreement (the "RUA") that is to be negotiated between the City and District. The parties anticipate that the RUA will be completed and approved no later than November 30, 2012. If the RUA is not completed and approved by both parties prior to November 30, 2012, District shall pay to City the Facility use fees due City pursuant to this Agreement no later than November 30, 2012.

- 2. Except as otherwise specifically provided in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

The parties are signing this Amendment on the date stated in the introductory paragraph.

"CITY"

CITY OF SAN FERNANDO, a California
municipal partnership

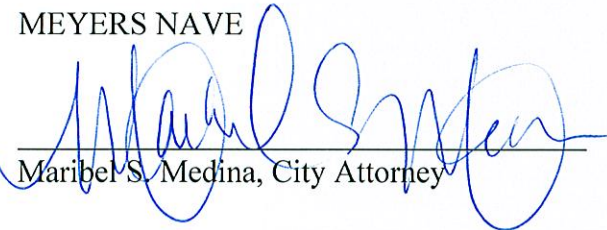
By: 
Al Hernández, City Administrator

ATTEST:


Elena G. Chávez, City Clerk


APPROVED AS TO FORM:

MEYERS NAVE


Maribel S. Medina, City Attorney

"DISTRICT"

LOS ANGELES UNIFIED SCHOOL
DISTRICT, a California public school
district

By: 
Name: Eileen Ma
Title: Deputy Director
Leasing + Space Utilization

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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: November 19, 2012

SUBJECT: Award of Contract - Municipal National Pollution Discharge Elimination System Compliance Assistance

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the most qualified bid in the amount of \$39,000 from TECS Environmental Compliance Services, Inc. for Municipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance; and
- b. Authorize the City Administrator to execute a Professional Services Contract (Attachment "A") with TECS Environmental Compliance Services, Inc. in an amount not to exceed \$39,000.

BACKGROUND:

1. On October 18, 1972, the United States Congress adopted the Federal Pollution Control Amendments of 1972, also known as the Clean Water Act (CWA).
2. In 1987, the United States Congress amended the CWA, requiring the United States Environmental Protection Agency (USEPA) to create phased NPDES requirements for storm water discharges.
3. In 1990, the USEPA developed the NPDES Storm Water program requiring permits for Municipal Separate Storm Sewer Systems (MS4) located in counties with populations of 100,000 or more people.
4. In 1996, the California Regional Water Quality Control Board Los Angeles Region (Regional Board) adopted an NPDES Permit for the County of Los Angeles and the incorporated cities (with the exception of the City of Long Beach).

Award of Contract - Municipal National Pollution Discharge Elimination System Compliance Assistance
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5. In 2001, the Regional Board adopted a second NPDES Permit for the County of Los Angeles and the incorporated cities (with the exception of the City of Long Beach).
6. On June 28, 2012, the Public Works Department published a Request for Proposal (RFP) for NPDES Compliance Services.
7. On August 3, 2012, the City received two proposals in response to an RFP for NPDES Compliance Services.

ANALYSIS:

The NPDES Compliance and Enforcement Program of the Clean Water Act, regulates point source discharges to the nation's waters. Operators of these sources may be required to receive an NPDES permit before they can discharge or continue to discharge.

Polluted storm water runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local waterbodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators, such as the City of San Fernando, must obtain a NPDES permit and develop a stormwater management program.

The requirements of the NPDES Permit are complex and constantly being defined by the courts and the Regional Board. Penalties for failure to meet the requirements of the permit have resulted in some agencies within the region being assessed penalties of as much as \$25,000 per day of violation totaling many hundreds of thousands of dollars. Because of the complexities of the NPDES permit and substantial penalties for failure to meet the permit's requirements, many cities rely upon consultants that specialize in NPDES permit compliance.

Two proposals for NPDES compliance assistance were received from well qualified consultants by the due date. The proposals were then ranked using the following criteria provided in the RFP: Professional qualifications and experience; overall ability to perform work; recommendation of relevant references; and fee schedule or total cost. Each time proposals were evaluated and ranked by staff, there was either a one point difference in scores, or the scores were tied.

Per the ranking process, staff is recommending TECS Environmental Compliance Services, Inc. to provide NPDES consulting services primarily due to the importance of maintaining their participation through the storm water approval process with the Regional Water Board approval. Over the last few years TECS Environmental Compliance Services, Inc. has been intricately involved in advocating on the city's behalf with the Regional Water Board and elected officials to approve a storm water permit that can technically and financially be sustained by the City.

Award of Contract - Municipal National Pollution Discharge Elimination System Compliance Assistance
Page 3

In addition, staff is recommending this firm due to the following:

1. Proposal demonstrated a strong understanding of the complexities surrounding the proposed MS4 permit changes.
2. Have a history of being a strong advocate on behalf of cities (including City of San Fernando) regarding permit related requirements and issues before the Regional Water Board.
3. Are heavily involved in analyzing the potential impact of incorporating the Total Maximum Daily Load implementation plans, monitoring requirements and schedules that the Regional Water Board are proposing to include in the new storm water permit.
4. Remains as one of the leading prominent consulting firms in the field.
5. Has a proven track record in providing effective and competent services for the City through their prior contract.

There was a cost difference of \$1,655 difference in projected annual costs between the two proposals as shown in the following table. However, cost was only one of the criteria used for selecting the consultant and staff felt that the cost difference was not significant. Funding for NPDES services are included in the adopted Fiscal Year 2012-2013 Budget.

Proposer	Cost
John L. Hunter and Associates	\$37,345
TECS Environmental Compliance Services, Inc.	\$39,000

CONCLUSION:

TECS Environmental Compliance Services, Inc. is a well-qualified firm with a history of providing the City of San Fernando with a high level of service. After a detailed evaluation of both proposals, Public Works Department staff recommends that the City Council authorize the City Administrator to execute a professional service agreement with TECS Environmental Compliance Services, Inc.

BUDGET IMPACT:

None.

ATTACHMENT:

A. Contract

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

This Agreement is entered into this 19th day of November, 2012 by and between the City of San Fernando, a municipal corporation ("CITY") and TECS Environmental Compliance Services, Inc., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: provide National Pollution Discharge Elimination System (NPDES) compliance assistance.

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

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

1. DEFINITIONS

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

B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

C. "Commencement Date": November 19, 2012

D. "Expiration Date": November 19, 2014

2. CONSULTANT'S SERVICES

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

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services diligently and expeditiously.

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

3. REPRESENTATIVES

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

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

4. CONSULTANT'S PERSONNEL

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

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

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

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

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

5. FACILITIES AND EQUIPMENT

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

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed THIRTY-NINE THOUSAND DOLLARS (\$39,000.00) during Fiscal Year 2012-2013. CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Administrator, in writing.

B. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

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

9. OWNERSHIP OF WORK PRODUCT

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

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. CITY will not pay for travel expenses to and from City Hall. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

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

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

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

behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

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

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees, and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

15. INSURANCE

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

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

B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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

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

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors, and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

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

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

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

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

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on ten (10) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

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

19. FORCE MAJEURE

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

20. NOTICES

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

If to CITY:

Attn: Ron Ruiz, Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1222
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: Ray Tahir
TECS Environmental Compliances
Services, Inc.
106 S. Mentor Ave., Suite 125
Pasadena, CA 91106
Telephone: (626) 396-9424
Facsimile: (626) 396-1916

With a courtesy copy to:

Maribel S. Medina, City Attorney
Meyers Nave
633 West 5th Street, Suite 1700
Los Angeles, CA 90071
Telephone: (213) 626-2906
Facsimile: (213) 626-0215

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

22. PROHIBITION AGAINST ASSIGNMENT

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

23. ATTORNEY'S FEES

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

24. ENTIRE AGREEMENT

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

25. GOVERNING LAW; JURISDICTION

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

26. SEVERABILITY

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

27. CAPTIONS

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

28. EXECUTION

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

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

CITY OF SAN FERNANDO

TECS Environmental Compliance Services,
Inc.

Al Hernández
City Administrator

By: _____
Ray Tahir
Principal

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Maribel S. Medina
City Attorney

EXHIBIT "A"

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

I. SCOPE OF SERVICES

Program Task	Description	Completion Dates
1. General Permit and Program Management	a. Attend Los Angeles River Watershed, Executive Advisory Committee, TMDL, Public Education Outreach and other relevant Stormwater-related meetings	<ul style="list-style-type: none"> EAC, TMDL meetings are generally held a monthly basis; watershed meetings are held every other month; and public education meetings are held quarterly
	b. Meet with City staff, (Public Works and Planning) at a frequency to be agreed upon between the City and consultant to communicate important compliance information to staff; pick-up plans and other documents relating to development planning/SUSMP and Construction Program compliance; and obtain other documents including but not limited to Illicit connection and discharge reports	<ul style="list-style-type: none"> Monthly or more frequently as determined by need
	c. Prepare annual report for submittal to the principal permittee and the Los Angeles Regional Water Quality Control Board	<ul style="list-style-type: none"> No later than the first week in September
	d. Provide City staff with a recommended annual NPDES compliance budget	<ul style="list-style-type: none"> No later than March of each year
	e. Provide City with various updates, advisories, and action items requiring City staff involvement	<ul style="list-style-type: none"> Updates are provided monthly; other documents are provided as often as necessary
	f. Prepare unanticipated documents for the City (e.g., letters in re: county-wide stormwater fee, legislative comment letters, responses to regulatory agencies.)	<ul style="list-style-type: none"> As often as necessary

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

Program Task	Description	Completion Dates
2. Illicit Connection and Discharge Detection and Elimination	a. Review and revise as necessary update procedures for encouraging public reporting of illicit connections/discharges; logging such reports; and responding to illicit discharge/connection complaints within time-frames specified in the MS4 permit	• No later than November 1, 2012
	b. Respond to illicit connection/discharge complaints and provide follow-up if necessary	• As often as such incidents arise
	c. Submit a list of Illicit connection and discharge locations in GIS to the County of Los Angeles Department of Public Works	• December of 2012 (the time the County typically requires the data)
	d. Conduct annual training to impacted City staff in accordance with MS4 Permit	• No later than September of each year
Program Task	Description	Completion Dates
3. Development Planning	a. Review development projects for compliance with Standard Urban Stormwater Mitigation Plan (SUSMP) and site-specific mitigation requirements and prescribe conditions for mitigating Post-construction runoff	• This task is variable; it depends on the number of SUSMP projects that are brought to the City for review
	b. Prepare fact sheets and guidelines to facilitate developer compliance with SUSMP and site specific mitigation projects	• No later than October 1, 2012
	c. Provide plan review/checking services for subject SUSMP and site specific mitigation projects	• This task is variable; it depends on the number of SUSMP projects that

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

	are brought to the City for review	
d. Inspect SUSMP project sites for proper installation/construction of post-construction runoff pollution mitigation controls	<ul style="list-style-type: none">This task is variable; it depends on the number of SUSMP projects that are brought to the City for review	
e. Prepare maintenance agreement to assure proper function of Post-construction runoff pollution mitigation controls	<ul style="list-style-type: none">No later than 30 days after the applicant agrees to SUSMP conditions	
f. Review CEQA documents for Stormwater impacts and recommend if necessary runoff pollution mitigation measures	<ul style="list-style-type: none">As often as necessary. Reviews shall be completed within 30 days after receipt of the CEQA documents	
g. Review proposed General Plan elements (land use, open space, conservation, and housing) to include stormwater quality/quantity considerations	<ul style="list-style-type: none">As often as necessary. Reviews shall be completed within 30 days after receipt of the General Plan document	
h. Provide annual development training to impacted City staff including public works, planning, building and safety, and code enforcement	<ul style="list-style-type: none">No later than September of each year	
Program Task	Description	Completion Dates
4. Development Construction		
a. Review City and non-City projects for compliance with development construction requirements		<ul style="list-style-type: none">As often as necessary. Reviews shall be completed within 30 days after receipt of project documents
b. Provide fact sheets regarding projects that are subject to General Construction Stormwater Activity Permit (GCASWP) and minimum best management practices (BMP) requirements		<ul style="list-style-type: none">No later than November 1, 2012

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

	c.	Provide checklists to determine whether projects are subject to GCASWP or minimum BMP requirements	<ul style="list-style-type: none"> No later than November 1, 2012
	d.	Provide development construction training to impacted public works and building/safety staff	<ul style="list-style-type: none"> No later than September of each year
	e.	Use data base to track 1 acre-plus projects requiring GCASWPs for reporting to the Los Angeles Regional Water Quality Control Board	<ul style="list-style-type: none"> No later than one week after project has been assigned a WDID # from the State Water Resources Control Board
	f.	GPS track development construction projects to generate a GIS layer showing locations of project sites relative to storm drains/catch basins	<ul style="list-style-type: none"> No later than one week after project information has been received by TECS staff
Program Task		Description	Completion Dates
5. Public Agency	a.	Review Storm Water Pollution Prevention Plan for the City's vehicle/maintenance facility and update as necessary	<ul style="list-style-type: none"> No later than December, 2012
	b.	Assure the prescription and assignment of appropriate BMPs for special events	<ul style="list-style-type: none"> Will be completed a month prior to the special event
	c.	Provide training to impacted maintenance personnel including but not limited to sewer, storm drain, street, parks, recreation, and equipment and vehicle maintenance	<ul style="list-style-type: none"> No later than September of each year
Program Task		Description	Completion Dates
6. Public Education & Outreach	a.	Provide various City departments with materials, including, but not limited to, newspaper articles, pamphlets, training materials and site visit handouts for production and use by the City	<ul style="list-style-type: none"> To be discussed with City Staff

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

	<ul style="list-style-type: none"> • Conduct Pollution Prevention Outreach programs to various audiences and groups in accordance with current MS4 permit requirements • To be discussed with City Staff 		
	<ul style="list-style-type: none"> • Upload pollution prevention materials on City's web site. • To be discussed with City Staff 		
Program Task	Description	Completion Dates	
7. Commercial/Industrial Site Inspection Program	<ul style="list-style-type: none"> a. Develop updated data base identifying businesses subject to the MS4 permit's industrial/commercial inspection program 	<ul style="list-style-type: none"> • This task can be deferred to FY 2013-2014 or even later because the draft MS4 permit does not require implementation of the program until 2 years after effective date of the permit (45 days from the date of adoption) 	
	<ul style="list-style-type: none"> b. Conduct inspections of requisite industrial and commercial facilities • See above 		
	<ul style="list-style-type: none"> c. GPS-plot inspected facilities and generate a GIS layer over a map showing City storm drains/catch basins • See above 		
	<ul style="list-style-type: none"> d. Record inspected facilities in ACCESS data base for subsequent reporting to the Los Angeles Regional Water Quality Control Board • See above 		
	<ul style="list-style-type: none"> e. Send letters of non-compliance to subject industrial/commercial facilities • See above 		
	<ul style="list-style-type: none"> f. Notify the Los Angeles Regional Water Quality • See above 		

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

Control Board of non-compliant facilities	
	<ul style="list-style-type: none"> • See above
9. Permit/TMDL Advocacy	<ul style="list-style-type: none"> g. Prepare inspection reports for the City a. Attend public hearings/workshops b. Prepare comment letters and correspondence to State electeds and other impacted parties c. Prepare power point presentations d. Prepare, if necessary, an administrative petition challenging MS4 permit e. Assist in retaining legal counsel to review petition and provide other related-legal services <ul style="list-style-type: none"> • Prior to October 1, 2012 • See above • See above • See above • See above • See above
9. Outfall Monitoring	<ul style="list-style-type: none"> a. Conduct one round of dry weather (includes identifying 1 of 3 of the City's outfalls as a representative sampling point, take flow measurements, collect samples for metals, bacteria, and required NPDES pollutant parameters) <ul style="list-style-type: none"> • Prior to October 1, 2012

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO
THE CITY OF SAN FERNANDO – FISCAL YEAR 2012-2014**

II. COST SUMMARY

Program Element	Hours	Totals
1. Program Management	80	\$ 10,000.00
2. Development Planning	32	\$ 4,000.00
3. Development Construction	16	\$ 2,000.00
4. Illicit Connection & Discharge	32	\$ 4,000.00
5. Public Agency	16	\$ 2,000.00
6. Public Education Outreach	8	\$ 1,000.00
7. Industrial and Commercial Inspections	0	0
8. Permit/TMDL Advocacy	80	\$ 10,000.00
9. Outfall Monitoring (3 rounds during the wet season)	48	\$ 6,000.00
Totals	312	\$39,000.00

III. RATES

TECS Environmental hourly rate for all NPDES-related services is based on \$125.00 per hour.

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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: November 19, 2012

SUBJECT: San Fernando Mall Curbside Parking

RECOMMENDATION:

It is recommended that the City Council approve a modification to change yellow loading curbs to green curbs on San Fernando Road between Brand Boulevard and San Fernando Mission Boulevard (Attachment "A").

BACKGROUND:

1. On August 30, 2012, per the Mayor's request, the Public Works Director met with a merchant located at the San Fernando Mall who had requesting curbside parking modifications.
2. On September 19, 2012, in a meeting of the Transportation and Safety Commission the item was agendaized for discussion and a subsequent request was made to hold a Special Meeting of the Transportation and Safety Commission to hear comments from the Mayor.
3. On October 2, 2012, in a meeting with the Mall Association to discuss a food truck event, the Public Works Director asked for input regarding the curbside parking issue. The Mall Association was in support of the modification.
4. On October 3, 2012, in a Special Meeting of the Transportation and Safety Commission the members unanimously made a recommendation to the City Council to approve the changing of yellow curbs to green curbs on San Fernando Road pending confirmation of a majority of the merchants in support of the change.

San Fernando Mall Curbside Parking
Page 2

ANALYSIS:

Project Location

This report concerns the existing yellow curb zones within the San Fernando Mall, on San Fernando Road, with the northeast boundary at Brand Blvd., and the southwest boundary at San Fernando Mission Blvd. Within this boundary two yellow zone areas exist per block. Each zone is approximately 85 feet in length.

Merchant Request

Sometime in August 2012, a merchant located in the San Fernando Mall contacted the Mayor regarding consideration of modifying the existing yellow curbed loading zones to green curbed parking zones. This particular merchant claims there have been several occasions where parking was not available for customers in the City parking lots at the rear of the property or at the meters. A green zone would allow customers to park in front of certain business for a period of time not to exceed 15 minutes. As an example, 15 minutes would be enough time to pick up an order of food to go. The Public Works Director also later met with the merchant to discuss the parking request.

Review of the Request

Public Works

The Public Works Department cannot determine with certainty whether the modification will be effective in promoting business in the Mall. Regarding safety, the Public Works Department does not foresee any adverse impacts to vehicle and pedestrian safety. The width of the parking area from curb face to street is 10 feet which includes a buffer stripe and exceeds the required width. The curb length will allow for two regular parking stalls.

The modification may impact parking for delivery vehicles on San Fernando Road who may not readily find parking due to other vehicles having access to the green curb parking zone. However, in most instances delivery vehicles would still have access to the rear of the property if needed.

Per the municipal code the use of yellow and green zoned curb parking is permitted with the following restrictions:

Per Section Sec. 90-250. - Limits for yellow loading zones, "No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in section 90-249."

San Fernando Mall Curbside Parking

Page 3

Per Section 90-210. - Curb markings (4) “Green shall mean no standing or parking for longer than 15 minutes at any time between 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays.”

Transportation and Safety Commission

The Transportation and Safety Commission discussed this matter on both September 19 and October 12, 2012. After much discussion and with attendance by the Mayor at the second meeting, the Commission unanimously approved a recommendation to the City Council to support the modification. However, they also concurred with the Public Works Director that no action be taken until it could be demonstrated that a majority of the merchants support the modification.

San Fernando Mall Association

The Public Works Director also discussed the matter with members of the Mall Association. The members stated that they were in support of the modification.

As for other mall merchants, staff is awaiting a signed petition representing majority support for the modification. Staff recommends that the modification not occur until the petition is received and verified. In addition, if the City Council approves the modification, the Public Works Department will notify the merchants at least two weeks prior to the work occurring.

CONCLUSION:

Staff has reviewed the merchants’ request and foresees no safety or significant adverse parking impacts. As for the modification’s ability to promote business in the San Fernando Mall, this can be reviewed at a later date after the curb markings are changed.

BUDGET IMPACT:

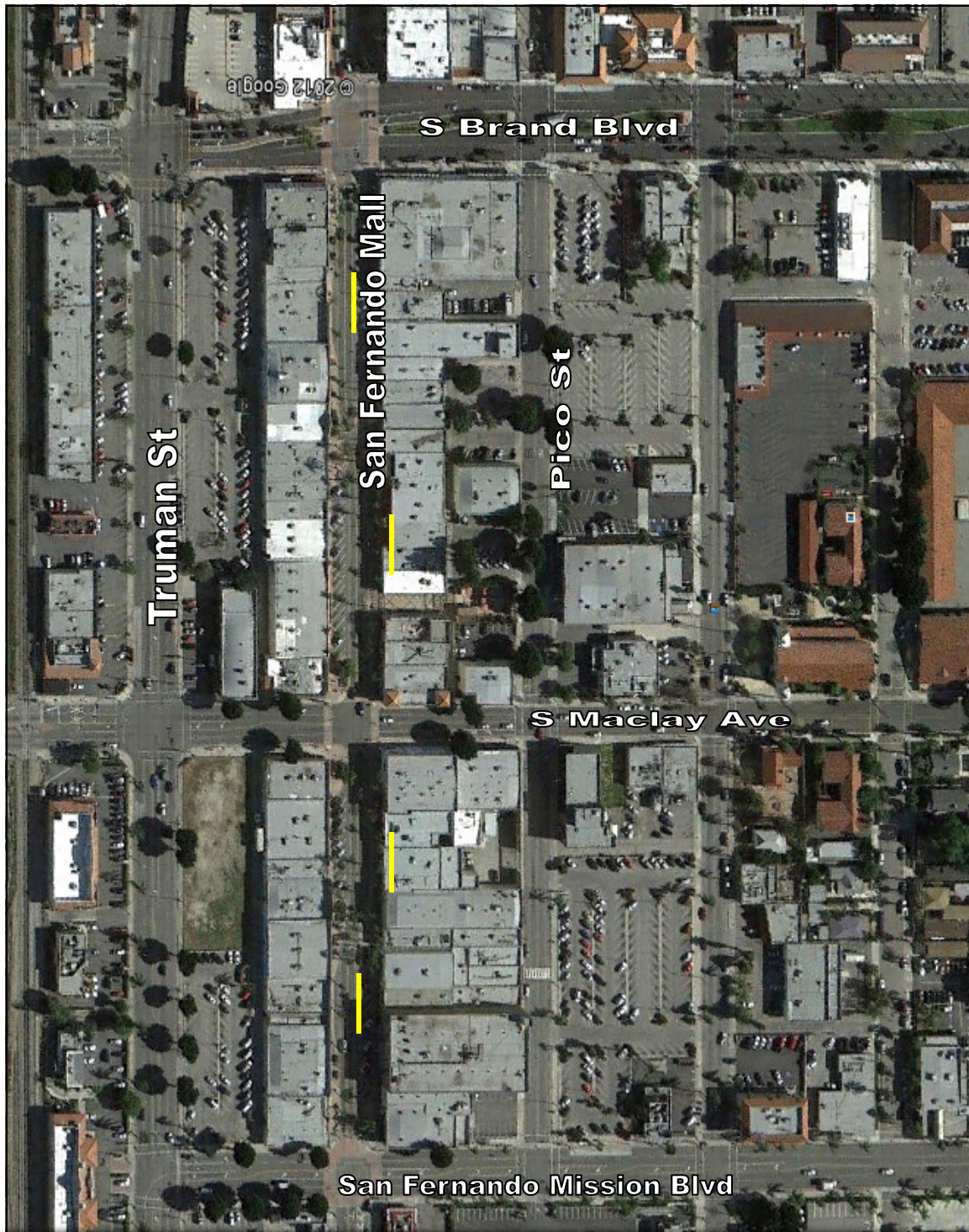
None. There is no budget impact for this modification since funds are available for these types of activities in Fund 13.

ATTACHMENT:

A. Map

ATTACHMENT "A"

San Fernando Mall Loading/Unloading Zone



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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: November 19, 2012

SUBJECT: Award of Contract – On-Site Sodium Hypochlorite Generation System

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$143,080 from Severn Trent Water Purification, Inc. for the purchase and installation of an On-Site Sodium Hypochlorite Generation (OSG) System; and
- b. Authorize the City Administrator to execute a Professional Services Contract (Attachment “A”) with Severn Trent Water Purification, Inc., in an amount not to exceed \$143,080 with an additional 10% contingency.

BACKGROUND:

1. On December 6, 2010, the Public Works Department published a Request for Proposal (RFP) for Nitrate Removal Services.
2. On January 18, 2011, the City received four proposals in response to an RFP for Nitrate Removal Services.
3. On February 2, 2011, City staff conducted interviews with firms who submitted proposals for Nitrate Removal Services.
4. On February 22, 2011, the City Council authorized staff to continue discussion with both Envirogen, Inc. and ACWA and reject all other proposals.
5. In March through April 2011, staff met with both Envirogen, Inc. and ACWA to further discuss their proposals.

Award of Contract – On-Site Sodium Hypochlorite Generation System

Page 2

6. On May 16, 2011, the City Council awarded a contract to Envirogen, Inc. to provide Nitrate Removal Services.
7. On September 11, 2012, the Public Works Department published an RFP for an OSG System
8. On September 21, 2012, the City received one proposal in response to an RFP for an OSG System.

ANALYSIS:

As part of the Nitrate Project, a new OSG System will be installed at the Lower Reservoir site located at 12900 Dronfield Avenue, Sylmar, CA 91342. This system is necessary to complete the Nitrate Treatment System as it will be used to inject chlorine into the treated water before it is distributed to City of San Fernando customers. This new system will be housed inside the new chlorination room that will be constructed as part of Phase 1B of the Nitrate Project. Currently, the City's other OSG systems are provided and serviced by Severn Trent Water Purification, Inc. This project work is included in the approved City budget for Fiscal Year 2012-2013.

CONCLUSION:

Staff has analyzed the proposal, and funding for the installation of the on-site chlorination system. Staff recommends award of the Contract to the sole responsive bidder, Severn Trent Water Purification, Inc.

BUDGET IMPACT:

None.

ATTACHMENT:

A. Professional Services Contract

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

This Agreement is entered into this 19th day of November, 2012 by and between the City of San Fernando, a municipal corporation ("CITY") and SEVERN TRENT WATER PURIFICATION, INC., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: update the designs for route maps, informational handout and website information on the trolley program.

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

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

1. DEFINITIONS

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

B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

C. "Commencement Date": December 1, 2012

D. "Expiration Date": June 30, 2013

2. CONSULTANT'S SERVICES

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

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services diligently and expeditiously.

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

3. REPRESENTATIVES

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

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

4. CONSULTANT'S PERSONNEL

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

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

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

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

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

5. FACILITIES AND EQUIPMENT

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

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed ONE HUNDRED FOURTY-THREE THOUSAND EIGHTY DOLLARS(\$143,080.00). CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Administrator, in writing.

B. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

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

9. OWNERSHIP OF WORK PRODUCT

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

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. CITY will not pay for travel expenses to and from City Hall. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

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

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

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

behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

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

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

15. INSURANCE

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

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

B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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

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

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

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

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

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

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

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on ten (10) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

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

19. FORCE MAJEURE

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

20. NOTICES

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

If to CITY:

Attn: Ron Ruiz, Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1222
Facsimile: (818) 361-6728

If to CONSULTANT:

Attn: Kara Weber, Sales Engineer
SEVERN TRENT WATER
PURIFICATION, INC.
1110 Industrial Boulevard
Sugar Land, Texas 77478
Telephone: (281) 240-6770
Facsimile: (281) 240-6762

With a courtesy copy to:

Maribel S. Medina, City Attorney
Meyers Nave
633 West 5th Street, Suite 1700
Los Angeles, CA 90071
Telephone: (213) 626-2906
Facsimile: (213) 626-0215

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

22. PROHIBITION AGAINST ASSIGNMENT

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

23. ATTORNEY'S FEES

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

24. ENTIRE AGREEMENT

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

25. GOVERNING LAW; JURISDICTION

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

26. SEVERABILITY

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

27. CAPTIONS

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

28. EXECUTION

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

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

CITY OF SAN FERNANDO

CONSULTANT: SEVERN TRENT
WATER PURIFICATION, INC.

Al Hernández
City Administrator

By: _____
Kara Weber
Sales Engineer

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Maribel S. Medina
City Attorney

EXHIBIT A

SCOPE OF SERVICES

The scope of services shall include, but may not necessarily be limited to the following:

I. One ClorTec® CT-150 or equivalent

Provide NSF certified on-site sodium hypochlorite generation equipment capable of producing 150-lbs per day chlorine equivalent. The equipment shall consist of the following:

Factory Pre-Assembled Equipment Mounted on Skid:

- | | |
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| 1 Each- | Epoxy based powder coated carbon steel skid with brine proportioning system, drain valve, acid cleaning by-pass valves, solenoid valve, pressure regulator and flow switch |
| 2 Each- | 75 PPD (34 kg/day) DSA titanium electrodes with temp/level controls, DC Copper connection points and safety covers, assembled in a clear acrylic housing. Factory plumbed and mounted on above skid. |
| 1 Each- | Control Cabinet factory mounted on skid with: <ul style="list-style-type: none">• Epoxy powder coated steel, NEMA 4 enclosure• 6" color touchscreen display• Allen Bradley MicroLogix 1100 PLC• Built-in blower control• Ethernet/IP communication protocol• All necessary I/O points• Safety interlocks |
| 1 Each- | Transformer Rectifier in a NEMA 4 enclosure:

Oil-cooled DC power supply/rectifier, soft start constant current with built-in DC volt/amp display, emergency shut-off switch |

Factory Pre-Assembled Equipment Provided as a Loose Assembly:

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| 1 Each- | Hydrogen dilution system consisting of one blower with factory pre-assembled check valve |
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Equipment Provided As Loose Items:

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| 2 Each- | 20 Micron 10" inline filters in clear PVC housing |
| 1 Each- | 500 gallon HDLPE (4'5" D x 5'1" H) brine maker/storage tank with level controls, lid, fittings, and drain. |
| 1 Each- | 1700 gallon HDXLPE, (6'1" D x 9'7" H) hypochlorite storage tank with lid, fittings, and drain. |
| 1 Each- | Ultrasonic level sensor for hypochlorite tank level control |
| 1 Each- | Differential pressure switch with orifice plate (for hydrogen dilution system) |
| 1 Each- | Hydrogen detector for generator room (required safety feature) |
| 1 Each- | Maintenance Kit |

Dosing Equipment:

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| 1 Each- | Dosing Pump skid, with two diaphragm metering pumps (one duty/one standby) each capable of 75 GPH at 145 psi (10 bar). Each pump is factory pre-piped and mounted on a polypropylene skid and includes: <ul style="list-style-type: none">• TEFC Motor• VFD enclosures for pump control <p>The duty pump also includes:</p> <ul style="list-style-type: none">• Back pressure valve• Pressure relief valve• Calibration column• Y strainer• Pulsation dampner |
|---------|--|

Spare Parts:

- | | |
|---------|---|
| 1 Lot- | Spare fuses for control panel |
| 1 Each- | Spare parts kit for each of the supplied brine pumps |
| 1 Each- | Spare parts kit for each of the supplied metering pumps |
| 1 Each- | Spare level and temperature switch assembly for the electrolytic cell |

II. Technical Services

Engineering and Documentation:

- Two hard copies and one electronic set of shop drawings and product data submittals
- Two hard copies and one electronic file of Operations and Maintenance Manuals

Installation Services:

- Four eight-hour man-days to perform installation services as listed above

Included:

- Setting and mounting of the provided equipment including the anchor bolts for the provided equipment when applicable
- Plumbing of the interconnecting piping, pipe supports, valves and fittings between the provided equipment
- Plumbing of hydrogen dilution venting
- PVC conduits and wiring between provided equipment

Excluded:

- Power to any equipment
- Disconnects to any equipment
- Underground electrical conduit and plumbing to any equipment including conduit, piping, valves and fittings between provided equipment
- Roof penetrations
- Installation of storage tanks seismic restraints
- Installation of hypochlorite injection line and corporation stop
- Analyzer Drain
- Wall Corings

Startup and Training:

- Three eight-hour man-days to perform startup and commissioning
- One eight-hour man-day training sessions for owners operating personnel
- The above listed services must be provided by a trained technician or a factory authorized third party.

EXHIBIT B**APPROVED FEE SCHEDULE**

ITEM	DESCRIPTION	QTY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	ITEM TOTAL IN NUMBERS
1	ClorTEc CT-150 (or Equivalent) as described in Scope of Services	Lump Sum	\$ One hundred twenty-one thousand and three hundred five dollars	\$121,305	\$121,305
2	Technical Services as described in Scope of Services	Lump Sum	\$ Twenty-one thousand and seven hundred seventy-five dollars	\$21,775	\$21,775
Total Cost					\$143,080.00