



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 5, 2012 – 6:00 PM

COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

### CALL TO ORDER/ROLL CALL

### PLEDGE OF ALLEGIANCE

Mayor Brenda Esqueda

### APPROVAL OF AGENDA

### PUBLIC STATEMENTS – WRITTEN/ORAL

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

### CONSENT CALENDAR

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

#### 1) APPROVAL OF WARRANT REGISTER NO. 12-111

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NEW BUSINESS

**2) AWARD OF AGREEMENT WITH TECS ENVIRONMENTAL COMPLIANCE SERVICES, INC. FOR MUNICIPAL NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES COMPLIANCE ASSISTANCE**

Recommend that the City Council authorize the City Administrator to execute a professional services agreement with TECS Environmental Compliance Services, Inc. to provide NPDES compliance assistance.

**3) 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.

STANDING COMMITTEE UPDATES

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

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION



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CLOSED SESSION

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

City Negotiator: City Attorney Maribel S. Medina  
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

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 1, 2012 (5:30 p.m.)*

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



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# **San Fernando City Council**

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## **FINANCE DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers

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

**DATE:** November 5, 2012

**SUBJECT:** Warrant Register

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#### **RECOMMENDATION:**

It is recommended that the City Council adopt a Resolution (Attachment “A”) approving Warrant Register.

#### **BACKGROUND:**

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

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

#### **ATTACHMENT:**

A. Warrant Register Resolution

**ATTACHMENT "A"****RESOLUTION NO. 12-111****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 5<sup>th</sup> day of November, 2012.

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Brenda Esqueda, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5<sup>th</sup> day of November 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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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	
						Page:	1

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11/02/2012 9:37:20AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amouuo	
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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Bank code : bank

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 20101-222-3721-4260	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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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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
					<b>Total :</b>	<b>169.90</b>
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
					<b>Total :</b>	<b>13,747.67</b>
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
					<b>Total :</b>	<b>441.54</b>
99777	11/5/2012	101140 FAR WEST CHARTERS	LAS VEGAS		DEPOSIT - SR CLUB TRIP VOLUNTEER	
					04-2380	500.00
					<b>Total :</b>	<b>500.00</b>
99778	11/5/2012	101147 FEDEX	2-055-42051		COURIER SERVICE	
					01-190-0000-4280	32.69
					<b>Total :</b>	<b>32.69</b>
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	10942	WATER PUMP FOR WELL 7A	
					70-384-0857-4600	51,638.00
					Total :	51,638.00
99781	11/5/2012	101302 VERIZON	8181811070		POLICE PAGING	
					01-222-0000-4220	39.85
			8181811075		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	44.45

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Bank code :bank

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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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99782	11/5/2012	101302 VERIZON	(Continued)		01-420-0000-4220	204.88
			8183617646		1ST INSTALLMENT - HERITAGE PARK F	1,756.00
					01-190-0000-4220	1,960.88
					Total :	1,960.88
99783	11/5/2012	101399 MAXIMUS, INC.	101661.01.04 - 001		PREP & SUBMISSION OF STATE MAND.	1,680.00
					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
			4012728		GRAFFITI DEPARTMENT SUPPLIES	262.63
			4012730		PD SINK REPAIR IN LOCKER ROOM	784.66
			4032917		01-390-0222-4430	17.34
			5020584		KITCHEN VENT LIDS @ PD	83.61
			5029542		01-390-0222-4300	183.79
			5177198		GRAFFITI DEPARTMENT SUPPLIES	285.48
					01-152-0000-4300	149.63
					SPADE HANDLE DRILL	149.63
					70-383-0000-4340	149.63
					GRAFFITI DEPARTMENT SUPPLIES	
					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 (	290.68
			VN283948		01-190-0000-4320	
					TOSHIBA 3510 CONTRACT BASE RATE	739.66
					01-190-0000-4320	1,030.34
					Total :	1,030.34
99786	11/5/2012	101647 INTERSTATE BATTERY	30569140		BATTERIES FOR FLEET	

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CITY OF SAN FERNANDO

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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	1,142.12
			47002		01-430-0000-4300	173.96
			47266		POOL CHEMICALS	1,581.82
					01-430-0000-4300	2,897.90
					Total :	
99788	11/5/2012	101666 DE LAGE LANDEN FINANCIAL SERVS	15426863		SHARP COPIERS USAGE 10/01/12 - 10/31/12	603.56
					01-222-0000-4260	603.56
					Total :	603.56
99789	11/5/2012	101700 JAMES RESTAURANT	43		PRISONER MEALS FOR SEPT 2012	420.00
					01-225-0000-4350	420.00
					Total :	420.00
99790	11/5/2012	101768 KIMBALL-MIDWEST	2643264		MISC NUTS, BOLTS & RIVITS	184.34
			2643289		01-1215	151.16
					GRIDING DISC	335.50
					27-344-0000-4340	
					Total :	
99791	11/5/2012	101848 LANGUAGE LINE SERVICES	3019334		TRANSLATION SERVICES	23.37
					01-222-0000-4260	23.37
					Total :	
99792	11/5/2012	101879 LEAGUE OF CALIFORNIA CITIES	2046		FY12/13 MEMBERSHIP DUES	1,081.50
					01-190-0000-4380	1,081.50
					Total :	
99793	11/5/2012	101920 LIEBERT CASSIDY WHITMORE	092012		ERC WORKSHOPS 09/12/12	35.00
					01-150-0000-4360	35.00
					01-106-0000-4260	70.00
					01-420-0000-4360	

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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		
			549-42		01-222-0000-4260	206.00	
					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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99815	11/5/2012	102766 102766 RALPHS GROCERY COMPANY	(Continued)			Total : 247.50
99816	11/5/2012	102848 RICHARDS, WATSON & GERSHON	185976		LEGAL SERVICES 01-110-0000-4270	10.10 48.00
			185977		LEGAL SERVICES 01-110-0000-4270 70-110-0000-4270	135.94 82.00
					Total :	276.04
99817	11/5/2012	102863 AUTO CARE	15041		SMOG TEST 01-320-0000-4260	56.00
			15042		SMOG TEST 01-320-0000-4260	56.00
			15044		SMOG TEST 01-320-0000-4260	56.00
			15045		SMOG TEST 01-320-0000-4260	56.00
			15046		SMOG TEST 01-320-0000-4260	56.00
			15047		SMOG TEST 01-320-0000-4260	56.00
			15048		SMOG TEST 01-320-0000-4260	56.00
			15049		SMOG TEST 01-320-0000-4260	56.00
			15050		SMOG TEST 01-320-0000-4260	56.00
					Total :	504.00
99818	11/5/2012	102929 ROYAL PAPER CORPORATION	4327300		JANITORIAL SUPPLIES 01-390-7500-4300	195.52
					01-390-0222-4300	175.10
					01-390-0480-4300	133.77
					01-390-0410-4300	287.10
					01-390-0310-4300	82.66
					01-390-0460-4300	215.94

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99818	11/5/2012	102929 ROYAL PAPER CORPORATION	(Continued)		01-390-0470-4300	82.66
					Total :	1,172.75
99819	11/5/2012	102930 ROYAL WHOLESALE ELECTRIC	8901-672068		PARK AVE LIGHTING; REPAIR BULBS & 01-390-0410-4300	348.22
			8901-672117		PARK AVE LIGHTING; REPAIR BULBS & 01-390-0410-4300	51.77
					Total :	399.99
99820	11/5/2012	102967 SCOTT FAZEKAS & ASSOCIATES INC	16184		PLAN CHECK FEE - 803 TRUMAN 01-2698	2,910.29
					Total :	2,910.29
99821	11/5/2012	103010 SAM'S CLUB DIRECT, #0402465855179	1299		REFRESHMENTS FOR RIBBON CUTTING 04-2346	80.67
					Total :	80.67
99822	11/5/2012	103029 SAN FERNANDO, CITY OF	11970-12035		REIMBURSEMENT TO WORKERS COM 06-190-0000-4810	62,690.29
			VOID 11986		VOIDED CHECK 11986	-4,878.64
			VOIDED CHECKS		VOIDED STALE DATED CHECKS 10206, 06-190-0000-4810	-1,984.86
					Total :	55,826.79
99823	11/5/2012	103057 SAN FERNANDO VALLEY SUN	8391		PUBLICATION OF ORD 1624 (FIRST RE. 01-115-0000-4230	112.50
					Total :	112.50
99824	11/5/2012	103184 SMART & FINAL	118294		ASCEP ART & SCIENCE ACTIVITIES 10-420-1371-4300	84.55
			122740		10-422-3750-4300 SENIOR MEAL PROG SUPPLIES 10-422-3750-4300	29.96 176.93
					Total :	291.44
99825	11/5/2012	103202 SOUTHERN CALIFORNIA EDISON CO.	092712		ELECTRIC - VARIOUS LOCATIONS	

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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
					<b>Total :</b>	<b>54,804.65</b>
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
					<b>Total :</b>	<b>366.11</b>
99827	11/5/2012	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION	
					01-320-3661-4402	3,827.40
					<b>Total :</b>	<b>3,827.40</b>
99828	11/5/2012	103251 STANLEY PEST CONTROL	431429		PEST CONTROL @ PD	
					01-390-0222-4260	64.00
					<b>Total :</b>	<b>64.00</b>
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
					<b>Total :</b>	<b>111.89</b>
99830	11/5/2012	103439 UPS	831954402		COURIER SERVICE	
					01-190-0000-4280	139.33
					<b>Total :</b>	<b>139.33</b>
99831	11/5/2012	103445 UNDERGROUND SERVICE ALERT	920120658		(27) NEW USA DIGALERT TICKETS	
					70-381-0000-4260	40.50
					<b>Total :</b>	<b>40.50</b>
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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99832	11/5/2012	103463 103463 U.S. POSTMASTER	(Continued)			Total : 939.58
99833	11/5/2012	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH 01-190-0000-4280	1,500.00
					Total :	1,500.00
99834	11/5/2012	103534 VALLEY LOCKSMITH	120210		REPL IGNITION TUMBLER - PK3322 01-320-0390-4400	100.00
					Total :	100.00
99835	11/5/2012	103619 CARL WARREN & CO.	1417058		LEGAL SERVICES 06-190-0000-4800	44.77
			1417059		LEGAL SERVICES 01-110-1055-4270	44.77
			1417060		LEGAL SERVICES 06-190-0000-4800	57.56
			1417061		LEGAL SERVICES 06-190-0000-4800	172.69
			1417062		LEGAL SERVICES 01-110-1060-4270	38.38
			1417063		LEGAL SERVICES 01-110-0507-4270	172.69
			1417064		LEGAL SERVICES 01-110-0511-4270	159.90
			1417065		LEGAL SERVICES 01-110-3375-4270	63.96
			1417066		LEGAL SERVICES 01-110-1065-4270	332.59
			1417067		LEGAL SERVICES 06-190-0000-4800	57.56
			1417068		LEGAL SERVICES 06-190-0000-4800	147.11
			1417069		LEGAL SERVICES 06-190-0000-4800	70.36
			1417070		LEGAL SERVICES 06-190-0000-4800	211.07
			1417071		LEGAL SERVICES	

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99835	11/5/2012	103619 CARL WARREN & CO.	(Continued)		06-190-0000-4800	294.63
					Total :	1,868.04
99836	11/5/2012	103738 YOSEF AMZALAG SUPPLY	12016833		COUPLINGS, ADAPTERS, PRIMER & GL 70-383-0301-4300	33.83
			12018132		REPLACE IRRIGATION CONTROLLER @ 01-390-0460-4300	817.88
			12018888		POLASKI AXE & PRUNERS 01-341-0000-4340	159.26
			12019172		IRRIGATION REPAIRS @ ORTEGA PARI 01-390-7500-4300	153.87
					Total :	1,164.84
99837	11/5/2012	103752 ZUMAR INDUSTRIES, INC.	0140791		POST CAPS FOR SIGNS 13-370-0301-4300	420.55
			0140794		SIGN REPLACEMENT - FOURTH & FIFT 13-370-0301-4300	215.94
					Total :	636.49
99838	11/5/2012	103851 EVERSOF, INC.	R1152546		WATER SOFTNER - WELL 2A 70-384-0000-4260	66.37
					Total :	66.37
99839	11/5/2012	103903 TIME WARNER CABLE	8448200540010369		CABLE - 10/18/12 - 11/17/12 01-222-0000-4260	15.79
			8448200540028882		CABLE - 10/13 - 11/12 01-420-0000-4260	117.40
			8448300070189011		INTERNET SERVICES - 09/12/12-10/11/1 01-190-0000-4220	1,100.00
					Total :	1,233.19
99840	11/5/2012	103948 CDW GOVERNMENT, INC.	Q788976		EPSON X15 PROJECTOR 01-310-0000-4300	315.44
					01-105-0000-4300	315.43
					Total :	630.87

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99841	11/5/2012	887422 NORTHERN SAFETY CO., INC.	900150054		SAFETY SUPPLIES FOR FACILITIES DI 01-390-0410-4310	356.85
					<b>Total :</b>	<b>356.85</b>
99842	11/5/2012	887441 EWING IRRIGATION	5482664		REC PARK VALVE REPAIR 01-390-0410-4300	62.13
			5482665		ORTEGA PARK IRRIGATION REPAIR & I 01-390-7500-4300	229.67
					<b>Total :</b>	<b>291.80</b>
99843	11/5/2012	887466 SIMON'S POWER EQUIPMENT, INC.	085306		EQUIPMENT MAINT 01-390-0410-4320	67.22
			085307		EQUIPMENT MAINT 01-390-0410-4320	72.61
			085416		LAWNMOWER BLADES MAINT 01-390-0410-4320	30.00
					<b>Total :</b>	<b>169.83</b>
99844	11/5/2012	887646 PLUMBERS DEPOT INC	PD-19452		HANDI CLAMPS 72-360-0301-4300	559.41
					<b>Total :</b>	<b>559.41</b>
99845	11/5/2012	887952 J. Z. LAWNMOWER SHOP	3624		CHAINSAW MAINT 01-346-0000-4320	48.78
					<b>Total :</b>	<b>48.78</b>
99846	11/5/2012	888179 DMR TEAM, INC.	9612		SRTS CYCLE 2 12-310-0000-4270	20,730.00
					<b>Total :</b>	<b>20,730.00</b>
99847	11/5/2012	888214 INTERNATIONAL CODE COUNCIL INC	2910852		ANNUAL MEMBERSHIP (0489700) 01-140-0000-4380	125.00
					<b>Total :</b>	<b>125.00</b>
99848	11/5/2012	888241 UNITED SITE SERVICES OF CA INC	114-850100		PORTABLE TOILE RENTAL @ 501 FIRS 01-390-0450-4260	467.84
			114-854760		PORTABLE TOILET RENTAL @ LAYNE F 01-390-0410-4260	322.24

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99848	11/5/2012	888241	888241 UNITED SITE SERVICES OF CA INC	(Continued)		Total : 790.08
99849	11/5/2012	888242	MCI COMM SERVICE	7DI59672	POOL FACILITY LONG DIST	61.76
				7DK48553	01-430-0000-4220 POOL FACILITY - FAX MACHINE	31.56
				7DK48553	01-430-0000-4220 POOL FACILITY - FAX MACHINE LINE	31.91
					Total :	125.23
99850	11/5/2012	888309	HI 2 LO VOLTAGE WIRING CO, INC	15599	MONITORING 10/01/12 - 12/31/12	75.00
					Total :	75.00
99851	11/5/2012	888356	ADVANCED AUTO REPAIR BODY &	1152	REPLACE CONTROL ARM; ALIGN & HEI	283.98
				1155	01-320-0225-4400 REPLACE AG/HOSE RECHARGE SYSTI	201.38
				1156	01-320-0225-4400 REPAIR INTAKE MANIFOLD - PD9964	380.48
					Total :	865.84
99852	11/5/2012	888442	WESTERN EXTERMINATOR COMPANY	06010710-9	PEST CONTROL @ REC PARK	69.00
				06010722-4	01-390-0410-4260 PEST CONTROL @ CITY HALL	73.50
				12045512-6	01-390-0310-4260 PEST CONTROL @ ORTEGA PARK	47.00
				6010718-2	01-390-7500-4260 PEST CONTROL @ LP PARK	47.50
					Total :	237.00
99853	11/5/2012	888468	MAJOR METROPOLITAN SECURITY	1054825	ALARM MONITORING - NOV 2012	15.00
				1054826	01-390-0410-4260 ALARM MONITORING - NOV 2012	15.00
				1054827	01-390-0222-4260 ALARM MONITORING - NOV 2012	15.00

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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
					70-381-0450-4260	15.00
					<b>Total :</b>	<b>195.00</b>
99854	11/5/2012	888531 BIG RED PLUMBING SUPPLY, INC.	73682		PARTS TO REPAIR TOILETS @ REC PA	
					01-390-0410-4300	17.97
					<b>Total :</b>	<b>17.97</b>
99855	11/5/2012	888552 LAW OFFICES DAPEER, ROSENBLIT & LITVAK 6205	6295		LEGAL SERVICES	
					01-150-0000-4270	95.17
					LEGAL SERVICES	
					01-150-0000-4270	244.05
					<b>Total :</b>	<b>339.22</b>
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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99856	11/5/2012	888556 888556 KEY EQUIPMENT FINANCE	(Continued)			
					<b>Total :</b>	<b>48.56</b>
99857	11/5/2012	888614 A & M CATERING LLC	1268		SR DINNER FOR THANKSGIVING DANC	
					04-2380	3,480.00
					<b>Total :</b>	<b>3,480.00</b>
99858	11/5/2012	888615 WOOD AUTO SUPPLY INC	778702		FUEL FILTERS- PK0083	
			778837		01-320-0390-4400	17.42
			779029		MIRROR BRACKET - PK3322	16.08
			779058		01-320-0390-4400	
			779092		IGNITION COIL - PD9964	57.32
			779115		01-320-0224-4400	46.46
			779205		HEATER HOSE - PK0390	62.35
			779764		01-320-0312-4400	20.41
					RELAY	3.43
					01-1215	17.78
					<b>Total :</b>	<b>241.25</b>
99859	11/5/2012	888629 SPARKLETTS	5927274092212		WATER	
					01-422-0000-4300	203.23
					<b>Total :</b>	<b>203.23</b>
99860	11/5/2012	888646 HD SUPPLY WATER WORKS, LTD	5453929		HEX NUTS, ANGLE METER BALL STOP,	
			5476726		70-383-0301-4300	558.51
			5524512		3/4 BALL WITH LOCK WING	228.90
			5550427		70-383-0301-4300	577.45
					4' FIRE SERVICE - 1422 SF RD	
					70-383-0701-4600	425.76
					WATER METER BOXES, COVERS & LID	
					70-383-0301-4300	1,790.62
					<b>Total :</b>	<b>1,790.62</b>

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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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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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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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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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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
					<b>Total :</b>	<b>13,624.95</b>
99895	11/5/2012	890358 BALLIN, PHILLIP ARTHUR	10172012		COMMISSIONER'S REIMBURSEMENT	
					01-310-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
99896	11/5/2012	890359 MENDOZA, DAVID	10172012		COMMISSIONER'S REIMBURSEMENT	
					01-310-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
99897	11/5/2012	890360 BALLIN, NINAMARIE JULIA	100912		COMMISSIONER'S REIMBURSEMENT	
					01-420-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
99898	11/5/2012	890362 RTB BUS LINE	1381		TRANSPORTATION SERVICES - SANTA	
					07-440-0443-4260	796.00
					<b>Total :</b>	<b>796.00</b>
99899	11/5/2012	890368 C & M TOPSOIL	13521		LANDSCAPING SUPPLIES	
					10-150-3609-4300	598.13

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99899	11/5/2012	890368 C & M TOPSOIL	(Continued)			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 -MONTHL 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 MULTIPOINT MOTOR ON 07 01-430-0000-4260	600.44
			12-3267		INSTALLED MULTIPOINT 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	4,305.60
					01-390-0310-4260	1,214.91
					01-390-0410-4260	2,607.00
					01-390-0450-4260	1,088.36
					01-390-0460-4260	3,780.00
					01-430-0000-4260	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
					<b>Total :</b>	<b>120.00</b>
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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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	FIRST INSTALLMENT - FY 2011/2012 CI	15,000.00
				10946	01-130-0000-4270	Total :
						15,000.00
99921	11/5/2012	890926	BOLANOS, LUIS	2000047.001	SWIM LESSONS REFUND	

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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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vchlist

## Voucher List

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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
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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## **PUBLIC WORKS DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Brenda Esqueda and Councilmembers

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

**DATE:** November 5, 2012

**SUBJECT:** Approval of Agreement with TECS Environmental Compliance Services, Inc. for Municipal National Pollution Discharge Elimination System (NPDES) Compliance Assistance

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#### **RECOMMENDATION:**

It is recommended that the City Council authorize the City Administrator to execute a professional services agreement with TECS Environmental Compliance Services, Inc. (Attachment "A") to provide NPDES compliance assistance.

#### **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).
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).

Approval of Agreement with TECS Environmental Compliance Services, Inc. for Municipal NPDES Compliance Assistance

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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.

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.

Approval of Agreement with TECS Environmental Compliance Services, Inc. for Municipal NPDES Compliance Assistance

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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 5<sup>th</sup> 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 5, 2012

D. "Expiration Date": November 5, 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 5<sup>th</sup> 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.**

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Al Hernández  
City AdministratorBy: 

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Ray Tahir  
Principal**ATTEST:**

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Elena G. Chávez  
City Clerk**APPROVED AS TO FORM:**

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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**

<b>Program Task</b>	<b>Description</b>	<b>Completion Dates</b>
<b>1. General Permit and Program Management</b>	<p>a. Attend Los Angeles River Watershed, Executive Advisory Committee, TMDL, Public Education Outreach and other relevant Stormwater-related meetings</p> <p>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</p>	<ul style="list-style-type: none"> <li>EAC, TMDL meetings are generally held a monthly basis; watershed meetings are held every other month; and public education meetings are held quarterly</li> <li>Monthly or more frequently as determined by need</li> </ul>
	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"> <li>No later than the first week in September</li> </ul>
	d. Provide City staff with a recommended annual NPDES compliance budget	<ul style="list-style-type: none"> <li>No later than March of each year</li> </ul>
	e. Provide City with various updates, advisories, and action items requiring City staff involvement	<ul style="list-style-type: none"> <li>Updates are provided monthly; other documents are provided as often as necessary</li> </ul>
	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"> <li>As often as necessary</li> </ul>

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

<b>Program Task</b>	<b>Description</b>	<b>Completion Dates</b>
<b>2. Illicit Connection and Discharge Detection and Elimination</b>	<p>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</p> <p>b. Respond to illicit connection/discharge complaints and provide follow-up if necessary</p> <p>c. Submit a list of Illicit connection and discharge locations in GIS to the County of Los Angeles Department of Public Works</p> <p>d. Conduct annual training to impacted City staff in accordance with MS4 Permit</p>	<ul style="list-style-type: none"> <li>• No later than November 1, 2012</li> <li>• As often as such incidents arise</li> <li>• December of 2012 (the time the County typically requires the data)</li> <li>• No later than September of each year</li> </ul>
<b>Program Task</b>	<b>Description</b>	<b>Completion Dates</b>
<b>3. Development Planning</b>	<p>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</p> <p>b. Prepare fact sheets and guidelines to facilitate developer compliance with SUSMP and site specific mitigation projects</p> <p>c. Provide plan review/checking services for subject SUSMP and site specific mitigation projects</p>	<ul style="list-style-type: none"> <li>• This task is variable; it depends on the number of SUSMP projects that are brought to the City for review</li> <li>• No later than October 1, 2012</li> <li>• This task is variable; it depends on the number of SUSMP projects that</li> </ul>

**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"><li>This task is variable; it depends on the number of SUSMP projects that are brought to the City for review</li></ul>
e. Prepare maintenance agreement to assure proper function of Post-construction runoff pollution mitigation controls		<ul style="list-style-type: none"><li>No later than 30 days after the applicant agrees to SUSMP conditions</li></ul>
f. Review CEQA documents for Stormwater impacts and recommend if necessary runoff pollution mitigation measures		<ul style="list-style-type: none"><li>As often as necessary. Reviews shall be completed within 30 days after receipt of the CEQA documents</li></ul>
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"><li>As often as necessary. Reviews shall be completed within 30 days after receipt of the General Plan document</li></ul>
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"><li>No later than September of each year</li></ul>
<b>Program Task</b>	<b>Description</b>	<b>Completion Dates</b>
<b>4. Development Construction</b>		
a. Review City and non-City projects for compliance with development construction requirements		<ul style="list-style-type: none"><li>As often as necessary. Reviews shall be completed within 30 days after receipt of project documents</li></ul>
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"><li>No later than November 1, 2012</li></ul>

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	c.	Provide checklists to determine whether projects are subject to GCASWP or minimum BMP requirements	<ul style="list-style-type: none"> <li>No later than November 1, 2012</li> </ul>
	d.	Provide development construction training to impacted public works and building/safety staff	<ul style="list-style-type: none"> <li>No later than September of each year</li> </ul>
	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"> <li>No later than one week after project has been assigned a WDID # from the State Water Resources Control Board</li> </ul>
	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"> <li>No later than one week after project information has been received by TECS staff</li> </ul>
<b>Program Task</b>		<b>Description</b>	<b>Completion Dates</b>
<b>5. Public Agency</b>	a.	Review Storm Water Pollution Prevention Plan for the City's vehicle/maintenance facility and update as necessary	<ul style="list-style-type: none"> <li>No later than December, 2012</li> </ul>
	b.	Assure the prescription and assignment of appropriate BMPs for special events	<ul style="list-style-type: none"> <li>Will be completed a month prior to the special event</li> </ul>
	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"> <li>No later than September of each year</li> </ul>
<b>Program Task</b>		<b>Description</b>	<b>Completion Dates</b>
<b>6. Public Education &amp; Outreach</b>	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"> <li>To be discussed with City Staff</li> </ul>

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	b. Conduct Pollution Prevention Outreach programs to various audiences and groups in accordance with current MS4 permit requirements	• To be discussed with City Staff	
	c. Upload pollution prevention materials on City's web site.	• To be discussed with City Staff	
<b>Program Task</b>	<b>Description</b>	<b>Completion Dates</b>	
<b>7. Commercial/Industrial Site Inspection Program</b>	a. Develop updated data base identifying businesses subject to the MS4 permit's industrial/commercial inspection program	• 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)	
	b. Conduct inspections of requisite industrial and commercial facilities	• See above	
	c. GPS-plot inspected facilities and generate a GIS layer over a map showing City storm drains/catch basins	• See above	
	d. Record inspected facilities in ACCESS data base for subsequent reporting to the Los Angeles Regional Water Quality Control Board	• See above	
	e. Send letters of non-compliance to subject industrial/commercial facilities	• See above	
	f. Notify the Los Angeles Regional Water Quality	• See above	

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	Control Board of non-compliant facilities	
	g. Prepare inspection reports for the City	<ul style="list-style-type: none"> <li>• See above</li> </ul>
<b>9. Permit/TMDL Advocacy</b>	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"> <li>• Prior to October 1, 2012</li> <li>• See above</li> <li>• See above</li> <li>• See above</li> <li>• See above</li> <li>• See above</li> </ul>
<b>9. Outfall Monitoring</b>	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"> <li>• Prior to October 1, 2012</li> </ul>

**TECS ENVIRONMENTAL PROPOSAL TO PROVIDE MUNICIPAL NPDES COMPLIANCE ASSISTANCE TO  
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**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
<b>Totals</b>	<b>312</b>	<b>\$39,000.00</b>

**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 5, 2012

**SUBJECT:** San Fernando Mall Curbside Parking

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#### **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

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**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 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**

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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

