



*Mayor Antonio Lopez • Mayor Pro Tem Sylvia Ballin
Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Robert C. Gonzales
Interim City Administrator Don Penman*

SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA

APRIL 15, 2013 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

PRESENTATION

- a) NATIONAL LIBRARY WEEK (APRIL 15 – 20)
- b) RECOGNITION OF CESAR CHAVEZ ART CONTEST WINNERS

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

CONSENT CALENDAR

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

1) APPROVAL OF MINUTES OF:

- a) MARCH 25, 2013 – SPECIAL MEETING
- b) APRIL 2, 2013 – SPECIAL MEETING
- c) APRIL 2, 2013 – REGULAR MEETING



**SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA – APRIL 15, 2013
PAGE 2**

2) APPROVAL OF WARRANT REGISTER NO. 13-042

3) ADOPTION OF RESOLUTION NO. 7527 APPROVING A LOAN BETWEEN THE CITY AND THE SUCCESSOR AGENCY

Recommend that the City Council adopt Resolution No. 7527 that will document the loan agreement (Contract No. 1704) to the Successor Agency (previously approved at the March 4, 2013 City Council meeting) totaling \$184,060.46, to make interest payments on the 1998 and 2006 Redevelopment bond issues that were due March 15, 2013.

NEW BUSINESS

4) APPROVAL OF BUDGET TO PAY A PORTION OF PROPERTY OWNER BUSINESS IMPROVEMENT DISTRICT (PBID) FORMATION STUDY EXPENSES

Recommend that the City Council approve a budget of \$7,500 for Property Owner Business Improvement District (PBID) formation study expenses.

5) LIFEGUARD STAFFING FOR THE SAN FERNANDO REGIONAL POOL FACILITY

Recommend that the City Council choose one of the following options:

- a. Option A – Hire pool staff as part-time City employees at previously adopted Salary Schedule:
 - i. Adopt Resolution No. 7529 amending the Table of Organization to include the part-time positions of Senior Lifeguard, Lifeguard, and Pool Cashier/Attendant; and
 - ii. Authorize the City Administrator to initiate the recruitment process for part-time aquatics personnel.

OR

- b. Option B – Continue to outsource staffing services with Mission Ambulance:
 - i. Approve an Amendment extending the Service Agreement with Mission Ambulance, to provide staffing services (including Lifeguards, Senior Lifeguards, and Pool Cashier/Attendant) for the San Fernando Regional Pool Facility (Pool Facility), to May 31, 2014; and
 - ii. Authorize the City Administrator to execute the Amendment.



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CITY COUNCIL ITEMS

6) ADOPTION OF A RESOLUTION TO SUPPORT SENATE BILL 135 (PADILLA) THAT WOULD CREATE AN EARTHQUAKE EARLY WARNING SYSTEM IN CALIFORNIA

This item is placed on the agenda by Mayor Antonio Lopez.

STANDING COMMITTEE UPDATES

No. 1 Budget, Personnel and Finance (BPF)

Chair Jesse H. Avila

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

Chair Antonio Lopez

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

Chair Joel Fajardo

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

Chair Jesse H. Avila

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

Chair Robert C. Gonzales

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, City Clerk

Signed and Posted: April 11, 2013 (12:30 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). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.

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San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 25, 2013 – 5:30 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:32 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Don Penman, City Attorney Rick R. Olivarez, and Deputy City Clerk Julie M. Fernandez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Fajardo, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:31 P.M.)

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

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

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – March 25, 2013**

Page 2

Name of Case: Hanchett v. City of San Fernando, et al
Case No.: BC 477897

No reportable action.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 26, 2013 meeting as approved by the San Fernando City Council.

*Julie M. Fernandez
Deputy City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 2, 2013 – 3:45 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 4:04 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Don Penman, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauregui spoke in support of the bike path project.

STUDY SESSION

1) PACOIMA WASH PROJECT STUDY SESSION

Public Works Director Ron Ruiz, Barbara Romero (Mountains Recreation and Conservation Authority) and Eric Bruins (L.A. County Bicycle Coalition) provided an overview of the project and responded to various questions from Councilmembers.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – April 2, 2013**

Page 2

No action taken. Staff will report back during the budget process (take a look at transportation funds and sources and how to better utilize and prioritize them).

2) **PRIORITY SETTING SESSION FOR FISCAL YEAR 2013-2014**

Councilmembers each provided verbal presentations.

No action taken. Final priorities will be incorporated in the budget process.

RECESS TO CLOSED SESSION (5:33 P.M.)

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

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

City Negotiator: Interim City Administrator Don Penman
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)

General direction given to legal counsel but no final action taken.

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

Name of Case: Hanchett v. City of San Fernando, et al
Case No.: BC 477897

Instruction provided to special legal counsel but no final action taken.

C) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (G.C. 94956.9(c))**

Status/update given from legal counsel; no action taken.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 2, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 2, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:10 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Administrator Don Penman, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

PRESENTATION

The following presentation was made:

A) CESAR E. CHAVEZ INSPIRATIONAL YOUTH CONFERENCE PARTICIPANTS

APPROVAL OF AGENDA

City Administrator Penman reported that Item No. 5 was pulled and will be continued to the next meeting.

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to approve the agenda with the suggested change (pulling Item No. 5). By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – April 2, 2013****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

None.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the Consent Calendar Items with the removal of Item No.5.

- 1) APPROVAL OF MINUTES OF FEBRUARY 19, 2013 – SPECIAL MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-041
- 3) APPROVAL OF PROFESSIONAL SERVICES AGREEMENT (CONTRACT NO. 1706) WITH MARTIN & CHAPMAN CO. FOR SERVICES RELATING TO THE SPECIAL MUNICIPAL ELECTION ON JUNE 4, 2013
- 4) AWARD OF CONTRACT (CONTRACT NO. 1707) TO ADVANCED ELECTRONICS, INC. FOR UPGRADES TO VIRTUAL PATROL SYSTEMS AT CITY OF SAN FERNANDO PARKS

Removed and continued to next meeting:

- 5) ADOPTION OF RESOLUTION NO. 7527 APPROVING LOAN AGREEMENT NO. 2012-13: ROPS-3 FROM THE CITY OF SAN FERNANDO TO THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY

By consensus, the motion carried.

NEW BUSINESS

- 6) AWARD OF CONTRACT (CONTRACT NO. 1705) TO R3 CONSULTING GROUP, INC. FOR REFUSE CONSULTANT SERVICES

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

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

- a) Award a Professional Services Agreement (Contract No. 1705) to R3 Consulting Group, Inc. (R3) to provide services to assist with the procurement and/or renegotiation process for Citywide refuse and recycling services in an amount not to exceed \$117,360; and

SAN FERNANDO CITY COUNCIL**MINUTES – April 2, 2013****Page 3**

- b) Authorize the Interim City Administrator to execute a Professional Services Agreement with R3 that shall not exceed \$117,360.

The motion carried unanimously.

7) **DISCUSSION AND DIRECTION REGARDING PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)**

Interim City Administrator Penman presented the staff report. He and San Fernando Mall Association President Tom Ross responded to questions from Councilmembers.

Motion by Councilmember Avila, seconded by Councilmember Fajardo, directing staff to:

- a) Bring back to Council a budget resolution appropriating the funds (\$7,500); and
- b) Work with the San Fernando Mall Association group and the consultant on the plan for the formation of the Property Based Business Improvement District.

The motion carried unanimously.

STANDING COMMITTEE UPDATES

No. 1 Budget, Personnel and Finance (BPF)

Councilmember Avila – Interim City Administrator Penman reported that the Committee approved a schedule for upcoming budget meetings.

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

Mayor Lopez – no updates.

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

Councilmember Fajardo – no updates.

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

Councilmember Avila – no updates.

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

Councilmember Gonzales – reported that the Committee discussed 4th of July fund-raising efforts, virtual patrol for the parks, and lifeguard services.

SAN FERNANDO CITY COUNCIL**MINUTES – April 2, 2013****Page 4****GENERAL COUNCIL COMMENTS**

Councilmember Avila thanked staff for their work on the budget process.

Councilmember Gonzales congratulated Police Chief Robert Parks' son on the hockey win and he congratulated his grandmother for winning a library volunteer work award.

Councilmember Fajardo requested: 1) to extend his 4th of July fundraising efforts Council update to May 6; and 2) to allow the City Attorney to provide an analysis (not to spend more than two hours) regarding the 30-day impound policy (Councilmember Fajardo would agendize for a future meeting). There were no objections by Councilmembers.

Mayor Lopez formed an Ad Hoc Committee for the East San Fernando Valley Transit Corridor and appointed both himself and Councilmember Gonzales.

Councilmember Avila requested to agendize (for the next meeting) an evaluation of individuals holding interim positions.

STAFF COMMUNICATION

None

ADJOURNMENT (7:38 P.M.)

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to adjourn this meeting and reconvene the Special Meeting. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 2, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Rafaela T. King, Interim Finance Director/Deputy Finance Director

DATE: April 15, 2013

SUBJECT: Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment "A") approving the 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. 13-042****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-042****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 15th day of April, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 15th day of April 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

| Voucher List | | Page: 1 | |
|-----------------------|-----------|---------------------------------------|------------|
| 04/11/2013 11:01:46AM | | CITY OF SAN FERNANDO | |
| Bank code : bank | | | |
| Voucher | Date | Vendor | Amount |
| 101513 | 4/15/2013 | 100074 AEGIS COMPUTERS INC. | 207895 |
| | | IT SERVICES - MARCH 2013 | |
| | | 01-190-0241-4260 | 4,000.00 |
| | | 01-222-0000-4260 | 4,000.00 |
| | | 01-190-0420-4260 | 2,000.00 |
| | | 01-190-0241-4260 | 630.00 |
| | | Total : | 10,630.00 |
| 101514 | 4/15/2013 | 100101 VERIZON WIRELESS-LA | 270693253 |
| | | PLANNING CELL PHONES | |
| | | 01-140-0000-4220 | 5.35 |
| | | 01-150-0000-4220 | 39.03 |
| | | 870422920 | |
| | | PD CELL PHONES AND MDT MODEMS | |
| | | 01-222-0000-4220 | 966.81 |
| | | 01-105-0000-4220 | 32.91 |
| | | 01-152-0000-4220 | 114.03 |
| | | Total : | 1,158.13 |
| 101515 | 4/15/2013 | 100143 ALONSO, SERGIO | MARCH 2013 |
| | | MARIACHI MASTER APPRENTICE PRO® | |
| | | 10-424-3653-4260 | 875.00 |
| | | Total : | 875.00 |
| 101516 | 4/15/2013 | 100222 ARROYO BUILDING MATERIALS, INC | 104693 |
| | | CROSSWALKS - LUCAS & MACLAY | |
| | | 15-310-0866-4600 | 152.60 |
| | | 104694 | |
| | | CROSSWALKS - LUCAS & MACLAY | |
| | | 15-310-0866-4600 | 50.74 |
| | | 104820 | |
| | | CROSSWALKS - 3RD & MACLAY | |
| | | 15-310-0866-4600 | 161.81 |
| | | 104828 | |
| | | CROSSWALKS - 3RD & MACLAY | |
| | | 15-310-0866-4600 | 96.41 |
| | | 104943 | |
| | | CROSSWALKS - 3RD & MACLAY | |
| | | 15-310-0866-4600 | 160.92 |
| | | Total : | 622.48 |
| 101517 | 4/15/2013 | 100405 BONANZA CONCRETE, INC. | 40353 |
| | | COLORLED CONCRETE - 3RD & MACLA | |
| | | 15-310-0866-4600 | 715.33 |
| | | 940353 | |
| | | CREDIT - INCORRECT BILLING | |
| | | 15-310-0866-4600 | -60.00 |

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Voucher List

CITY OF SAN FERNANDO

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Bank code :

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|-------------------------------------|-------------------------------|-------------|---|--------------------------------|
| 101517 | 4/15/2013 | 100405 | 100405 BONANZA CONCRETE, INC. | (Continued) | | Total : 655.33 |
| 101518 | 4/15/2013 | 100514 CSMFO | NONPO | | 2013 MEMBERSHIP DUES 01-130-0000-4380 | 110.00 Total : 110.00 |
| 101519 | 4/15/2013 | 100676 R. E. CHARLES PLUMBING, INC. | 16838 | | REPL WAX SEAL UNIT IN WOMAN'S GY 01-390-0410-4330 | 132.57 Total : 132.57 |
| 101520 | 4/15/2013 | 100731 CITY OF LOS ANGELES | 74WP130000128 | | O & M PORTION OF ASSSC - 72-360-0000-4260 | 16,790.00 |
| | | | 74WP130000129 | | CAPITAL PORTION OF ASSSC. - 72-360-0000-4600 | 11,769.00 Total : 28,559.00 |
| 101521 | 4/15/2013 | 100735 COASTAL AIR | C2517 | | QRTL Y A/C MAINT @ SF MUSEUM 01-390-0457-4260 | 85.00 |
| | | | C2518 | | QRTL Y A/C MAINT @ LP PARK 01-390-0460-4260 | 565.00 |
| | | | C2519 | | QTRL Y A/C MAINT @ ORTEGA PARK 01-390-7500-4260 | 89.00 |
| | | | C2520 | | QTRL Y A/C MAINT @ 1211 FIRST 01-390-0450-4260 | 89.00 |
| | | | C2521 | | QTRL Y A/C MAINT @ PW OPS CENTER 70-381-0450-4260 | 325.00 |
| | | | C2522 | | QTRL Y A/C MAINT @ 501 FIRST 70-381-0450-4260 | 178.00 |
| | | | C2523 | | QTRL Y A/C MAINT @ REC PARK 01-390-0410-4260 | 460.00 |
| | | | C2524 | | QTRL Y A/C MAINT @ AQUATIC CENTEF 01-430-0000-4260 | 585.00 Total : 2,376.00 |
| 101522 | 4/15/2013 | 100747 COASTLINE EQUIPMENT | 125751 | | SWITCH BUTTON/NEW RIM - WA5213 70-383-0000-4400 | 386.87 |
| | | | 125853 | | SWITCH - WA5213 | |

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Voucher List

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04/11/2013

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CITY OF SAN FERNANDO

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|---------------------------------------|-------------|--|----------|
| 101531 | 4/15/2013 | 101376 | 101376 GRAINGER, INC. | (Continued) | Total : | 765.20 |
| 101532 | 4/15/2013 | 101428 | H & H AUTO PARTS WHOLESALE | 1-728136 | FRONT ROTOR BRAKES 01-1215 | 414.42 |
| | | | | | Total : | 414.42 |
| 101533 | 4/15/2013 | 101434 | GUZMAN, JESUS ALBERTO | MARCH 2013 | MARIACHI MASTER APPRENTICE PRO 10-424-3653-4260 | 1,200.00 |
| | | | | | Total : | 1,200.00 |
| 101534 | 4/15/2013 | 101528 | THE HOME DEPOT CRC, ACCT#603532202490 | 3032795 | TROLLEY SHELTER SIGNS 13-311-0301-4300 | 133.31 |
| | | | | 4021021 | CROSSWALKS - 3RD/MACLAY 01-311-0000-4300 | 37.29 |
| | | | | 4022825 | MAINT @ HERITAGE PARK 01-390-7500-4300 | 50.10 |
| | | | | 4090104 | PAINT - HERITAGE PARK AIR CONDITIC 01-390-7500-4300 | 26.07 |
| | | | | 4305104 | SNAKE RENTAL DEPOSIT - LP PARK SE 01-390-0410-4250 | 125.00 |
| | | | | 4305115 | SNAKE RENTAL REFUND - LP PARK SE 01-390-0410-4250 | -67.88 |
| | | | | 4305116 | MATLS FOR LP PARK RESTROOM REP 01-390-0460-4300 | 4.42 |
| | | | | 4591207 | MATLS FOR LP PARK RESTROOM REP 01-390-0460-4300 | 5.43 |
| | | | | 6283698 | GRAFITTI SUPPLES 01-152-0000-4300 | 265.06 |
| | | | | | Total : | 578.80 |
| 101535 | 4/15/2013 | 101568 | IACOBELLIS & ASSOC. INC. | 13-114 | CONSULTANT FOR LOT MERGER OF P 01-2203 | 800.00 |
| | | | | | Total : | 800.00 |
| 101536 | 4/15/2013 | 101647 | INTERSTATE BATTERY | 30571912 | BATTERY FOR FLEET VEHICLE 01-1215 | 126.39 |
| | | | | | Total : | 126.39 |

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Voucher List

CITY OF SAN FERNANDO

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Bank code :bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------------------------------------|---------------|------|---|------------|
| 101537 | 4/15/2013 | 101649 INTER VALLEY POOL SUPPLY, INC | 50515 | | POOL CHEMICALS 01-430-0000-4300 | 1,534.72 |
| | | | | | Total : | 1,534.72 |
| 101538 | 4/15/2013 | 101768 KIMBALL-MIDWEST | 2894993 | | SUPPLIES/HAND SOAP 01-1215 | 197.11 |
| | | | 2904245 | | 01-320-0301-4300 | 213.58 |
| | | | | | MISC HARDWARE 01-1215 | 66.17 |
| | | | | | Total : | 476.86 |
| 101539 | 4/15/2013 | 101772 KING'S BRAKE AND PIONEER TIRE | 002609 | | FRNT RIMS, REPAIR LF END SUSPENS 01-320-0390-4400 | 625.44 |
| | | | | | Total : | 625.44 |
| 101540 | 4/15/2013 | 101920 LIEBERT CASSIDY WHITMORE | 162396 | | LEGAL SERVICES 01-112-0000-4270 | 4,781.50 |
| | | | 162397 | | LEGAL SERVICES 01-110-3375-4270 | 189.00 |
| | | | 162398 | | LEGAL SERVICES 01-112-0000-4270 | 1,185.65 |
| | | | 162399 | | LEGAL SERVICES 01-110-1065-4270 | 1,020.00 |
| | | | 162400 | | LEGAL SERVICES 01-112-0000-4270 | 120.00 |
| | | | | | Total : | 7,296.15 |
| 101541 | 4/15/2013 | 101929 LINGO INDUSTRIAL ELECTRONICS | 31976 | | TRAFFIC SIGNAL CONTROLLER REPL/ | 1,522.73 |
| | | | 31977 | | 13-371-0301-4300 PROGRAM & 252 REPLACEMENT - 13-371-0301-4300 | 1,254.59 |
| | | | | | Total : | 2,777.32 |
| 101542 | 4/15/2013 | 101957 CITY OF LOS ANGELES | 38SF130000009 | | FIRE/AMBULANCE SERVICES - FEB 20 | 263,279.92 |
| | | | | | 01-500-0000-4260 | 263,279.92 |
| | | | | | Total : | 263,279.92 |

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------------------------------|-------------------|------|---|-----------------------------|
| 101543 | 4/15/2013 | 102003 LOS ANGELES COUNTY | RE-PW-13031906851 | | IW SERVICES THRU 02/2013 72-360-0000-4430 | 6,130.39 6,130.39 |
| 101544 | 4/15/2013 | 102069 POWER FORD | 176823 | | FRONT DOOR WEATHER STRIP - PD30 01-320-0225-4400 | 68.41 |
| | | | 176850 | | SHIFT LEVER - WA4573 70-383-0000-4400 | 45.04 |
| | | | 176929 | | REAR DOOR WEATHER STRIP - PD302 01-320-0225-4400 | 67.06 |
| | | | 177212 | | DOOR SPEAKER - PD4539 01-320-0224-4400 | 28.54 |
| | | | 177611 | | ANIT FREEZE, CAPS, BRAKE KITS 01-1215 | 575.74 |
| | | | CM164315 | | CORE RETURN 01-1215 | -38.06 746.73 |
| 101545 | 4/15/2013 | 102226 MISSION LINEN & UNIFORM | 140128361 | | LAUNDRY 01-225-0000-4350 | 167.95 |
| | | | 140157460 | | LAUNDRY 01-225-0000-4350 | 63.25 |
| | | | 140158090 | | LAUNDRY 01-225-0000-4350 | 174.30 |
| | | | 340627620 | | LAUNDRY 01-225-0000-4350 | 63.40 468.90 |
| 101546 | 4/15/2013 | 102387 K.R. NIDA CORPORATION | 26656 | | RE-ASSIGN CHANNEL FOR 2-WAY RAD 01-390-0410-4310 | 100.00 100.00 |
| 101547 | 4/15/2013 | 102432 OFFICE DEPOT | 1561109871 | | HARD DRIVE, TAPE AND SORTER 01-222-0000-4300 | 113.39 |
| | | | 1562436013 | | PROTRACTOR 01-150-0000-4300 | 3.27 |
| | | | 1562734167 | | CORRECTION TAPE, FOLDERS, RECEI | |

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| 101547 | 4/15/2013 | 102432 OFFICE DEPOT | (Continued) | | | |
| | | | 1563116835 | | 01-422-0000-4300 PENS, NOTE PADS, ETC | 125.16 |
| | | | 649101652001 | | 01-222-0000-4300 BINDERS, TAPE, CRAZY GLUE, FOLDEI | 120.23 |
| | | | 649101834001 | | 01-222-0000-4300 FOLDERS | 293.45 |
| | | | | | 01-222-0000-4300 | 38.25 |
| | | | | | Total : | 693.75 |
| 101548 | 4/15/2013 | 102666 PREFERRED DELIVERY SYSTEMS INC | 549-56 | | COURIER SERVICE | |
| | | | | | 01-222-0000-4260 | 206.00 |
| | | | | | Total : | 206.00 |
| 101549 | 4/15/2013 | 102782 RAMIREZ, JOSE A. | 032813 | | MUSIC FOR SPRING DANCE ON 04/20/ 04-2380 | 950.00 |
| | | | | | Total : | 950.00 |
| 101550 | 4/15/2013 | 102793 RECREATION CONNECTION | 032013 | | MEMBERSHIP RENEWAL | |
| | | | | | 01-106-0000-4430 | 96.00 |
| | | | | | Total : | 96.00 |
| 101551 | 4/15/2013 | 103010 SAM'S CLUB DIRECT, #0402465855179 | 3934 | | ASCEP ACTIVITIES | |
| | | | | | 10-420-1371-4300 | 55.59 |
| | | | 4396 | | 04-2346 | 27.96 |
| | | | | | PIZZA'S FOR MORNINGSIDE WKLY SPF | |
| | | | 6512 | | 10-420-1371-4300 | 49.00 |
| | | | | | NEIGHBORHOOD WATCH SUPPLIES | |
| | | | | | 01-222-0000-4300 | 37.04 |
| | | | | | Total : | 169.59 |
| 101552 | 4/15/2013 | 103029 SAN FERNANDO, CITY OF | 12516-12527 | | REIMBURSEMENT TO WORKERS COM | |
| | | | | | 06-190-0000-4810 | 35,439.09 |
| | | | | | Total : | 35,439.09 |
| 101553 | 4/15/2013 | 103057 SAN FERNANDO VALLEY SUN | 8545 | | PUBLICATION OF ORDINANCE 1625 | |
| | | | | | 01-150-0000-4230 | 131.22 |

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| 101577 | 4/15/2013 | 888615 WOOD AUTO SUPPLY INC | (Continued) | | | |
| | | | 796871 | | 01-320-0320-4400 | 59.27 |
| | | | | | FUEL CAP - PD7833 | |
| | | | | | 01-320-0225-4400 | 26.09 |
| | | | | | Total : | 1,592.36 |
| 101578 | 4/15/2013 | 888800 BUSINESS CARD | 032113 | | NOTRARY COMMISSION RENEWAL (TF | |
| | | | 032913 | | 01-105-0000-4370 | 318.97 |
| | | | | | MISC CHARGES | |
| | | | | | 01-190-0000-4435 | 79.53 |
| | | | | | Total : | 398.50 |
| 101579 | 4/15/2013 | 888869 MUNITEMPS STAFFING | 123710 | | TEMP STAFFING - ADMIN ANALYST W/E | |
| | | | | | 01-310-0000-4112 | 163.52 |
| | | | | | 01-311-0000-4112 | 40.88 |
| | | | | | 27-344-0000-4112 | 102.20 |
| | | | | | 70-381-0000-4112 | 408.80 |
| | | | | | 70-382-0000-4112 | 715.40 |
| | | | | | 70-383-0000-4112 | 204.40 |
| | | | | | 70-384-0000-4112 | 204.40 |
| | | | | | 72-360-0000-4112 | 204.40 |
| | | | 123711 | | TEMPORARY STAFFING - INTERIM FIN, | |
| | | | | | 01-130-0000-4112 | 6,502.50 |
| | | | | | Total : | 8,546.50 |
| 101580 | 4/15/2013 | 888873 ROYAL FLUSH | 1946 | | PORTABLE TOILET RENTAL @ DRONFI | |
| | | | | | 70-384-0000-4260 | 133.00 |
| | | | | | Total : | 133.00 |
| 101581 | 4/15/2013 | 889081 LASZLO ENTERPRISES, INC | TCP 11502-A | | SENIOR CLUB TRANSPORTATION SER' | |
| | | | | | 04-2380 | 1,100.00 |
| | | | | | Total : | 1,100.00 |
| 101582 | 4/15/2013 | 889114 SEVEN ELK RANCH DESIGN, INC | 2036 | | CONSULTING FEES 01/01-31/13 | |
| | | | | | 01-310-0000-4270 | 775.00 |
| | | | | | Total : | 775.00 |

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| 101583 | 4/15/2013 | 889345 BSN SPORTS INC | 95142562 | | BASEBALL EQUIPMENT | | | |
| | | | 95142564 | | 17-420-1334-4300 | 968.63 | | |
| | | | | | MISC YOUTH SPORS | | | |
| | | | | | 17-420-1334-4300 | 347.71 | | |
| | | | | | Total : | 1,316.34 | | |
| 101584 | 4/15/2013 | 889532 GILMORE, REVA.A. | 03/23/13 - 04/05/13 | | FOOD SERVICE MANAGER | | | |
| | | | | | 10-422-3750-4270 | 604.50 | | |
| | | | | | 10-422-3752-4270 | 91.00 | | |
| | | | | | Total : | 695.50 | | |
| 101585 | 4/15/2013 | 889533 MARTINEZ, ANITA | 03/23/13 - 04/05/13 | | ASSISTANT FOOD MANAGER | | | |
| | | | | | 10-422-3750-4270 | 159.30 | | |
| | | | | | Total : | 159.30 | | |
| 101586 | 4/15/2013 | 889534 RAMIREZ, FRANCISCO | 03/23/13 - 04/05/13 | | HDM DRIVER | | | |
| | | | | | 10-422-3752-4270 | 123.90 | | |
| | | | | | 10-422-3752-4390 | 36.40 | | |
| | | | | | Total : | 160.30 | | |
| 101587 | 4/15/2013 | 889535 GOMEZ, GILBERT | 03/23/13 - 04/05/13 | | HDM DRIVER | | | |
| | | | | | 10-422-3752-4390 | 45.76 | | |
| | | | | | 10-422-3752-4270 | 141.60 | | |
| | | | | | Total : | 187.36 | | |
| 101588 | 4/15/2013 | 889592 CUELLAR, JIMMY KYLE | MARCH 2013 | | MARIACHI MASTER APPRENTICE PRO | | | |
| | | | | | 10-424-3653-4260 | 450.00 | | |
| | | | | | Total : | 450.00 | | |
| 101589 | 4/15/2013 | 889611 MORRISON MANAGEMENT SPECIALIST | 18845201333101 | | LP SENIOR MEALS - MARCH 2013 | | | |
| | | | | | 10-422-3750-4260 | 4,230.00 | | |
| | | | | | 10-422-3752-4260 | 3,271.50 | | |
| | | | | | Total : | 7,501.50 | | |
| 101590 | 4/15/2013 | 889680 JIMENEZ LOPEZ, JUAN MANUEL | MARCH 2013 | | MARIACHI MASTER APPRENTICE PRO | | | |
| | | | | | 10-424-3653-4260 | 600.00 | | |
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| 101602 | 4/15/2013 | 890879 EUROFINS EATON ANALYTICAL, INC | (Continued) | | 70-384-0000-4260 | 24.00 |
| | | | | | Total : | 442.80 |
| 101603 | 4/15/2013 | 890960 MAYFAIR PROPERTY LLC | 54-4200-01 | | WATER ACCT REFUND - 1071 N BRANC 70-2010 | 187.91 |
| | | | | | Total : | 187.91 |
| 101604 | 4/15/2013 | 890970 WEX BANK | 32490763 | | FUEL FOR FLEET | |
| | | | | | 70-382-0000-4402 | 112.06 |
| | | | | | 70-383-0000-4402 | 1,109.14 |
| | | | | | 70-384-0000-4402 | 362.77 |
| | | | | | 72-360-0000-4402 | 1,237.16 |
| | | | | | 73-350-0000-4402 | 2.00 |
| | | | | | 01-320-0152-4402 | 343.16 |
| | | | | | 01-320-0221-4402 | 123.65 |
| | | | | | 01-320-0222-4402 | 417.61 |
| | | | | | 01-320-0224-4402 | 1,180.90 |
| | | | | | 01-320-0225-4402 | 5,214.81 |
| | | | | | 01-320-0226-4402 | 2.00 |
| | | | | | 01-320-0228-4402 | 660.42 |
| | | | | | 01-320-0311-4402 | 1,260.75 |
| | | | | | 01-320-0312-4402 | 640.51 |
| | | | | | 01-320-0320-4402 | 155.15 |
| | | | | | 01-320-0346-4402 | 107.13 |
| | | | | | 01-320-0370-4402 | 419.07 |
| | | | | | 01-320-0371-4402 | 405.63 |
| | | | | | 01-320-0390-4402 | 1,288.99 |
| | | | | | 01-320-0420-4402 | 44.00 |
| | | | | | 07-313-3630-4402 | 1,565.58 |
| | | | | | 27-344-0000-4402 | 80.56 |
| | | | | | 29-335-0000-4402 | 155.25 |
| | | | | | 70-381-0000-4402 | 17.15 |
| | | | | | Total : | 16,905.45 |
| 101605 | 4/15/2013 | 891063 ONYX ARCHITECTS, INC | 20044 | 10964 | LOPEZ ADOBE ANCILLARY BUILDING A 10-150-3609-4270 | 7,248.55 |

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| 101605 | 4/15/2013 | 891063 ONYX ARCHITECTS, INC | (Continued) | | | Total : | 7,248.55 |
| 101606 | 4/15/2013 | 891064 SIEMENS INDUSTRY INC | 400098193 | | TEMP EMERGENCY POWER - HUBBAR 13-371-0301-4260 | | 202.00 |
| | | | | | Total : | | 202.00 |
| 101607 | 4/15/2013 | 891066 MONTES CASTELLON, CAROL'S | 03/23/13 - 04/05/13 | | COMMUNITY WELLNESS COORDINATC 10-430-3649-4260 | | 544.00 |
| | | | | | Total : | | 544.00 |
| 101608 | 4/15/2013 | 891083 KARYN ABBOTT & ASSOCIATES | 33510 | | LEGAL SERVICES 01-110-3375-4270 | | 663.50 |
| | | | | | Total : | | 663.50 |
| 101609 | 4/15/2013 | 891104 REVENUE ASSURANCE | L8531 | | ENERGY CHARGES - 128 S BRAND SEI 01-371-0000-4210 | | 2,012.20 |
| | | | | | Total : | | 2,012.20 |
| 101610 | 4/15/2013 | 891105 SIEGMETH, MONDAE | 62-1051-04 | | WATER ACCT REFUND - 439 ALEXANDI 70-2010 | | 0.20 |
| | | | | | Total : | | 0.20 |
| 101611 | 4/15/2013 | 891106 AMERI, JAMILEH | 35-2670-04 | | WATER ACCT REFUND - 1550 SF RD 70-2010 | | 79.02 |
| | | | | | Total : | | 79.02 |
| 101612 | 4/15/2013 | 891107 AYALA RIOS, MAYRA ALICIA | 50-1725-05 | | WATER ACCT REFUND - 1224 EIGHTH 70-2010 | | 107.80 |
| | | | | | Total : | | 107.80 |
| 101613 | 4/15/2013 | 891108 DELGADILLO, MARTINA | 62-2422-06 | | WATER ACCT REFUND - 527 HARDING 70-2010 | | 126.02 |
| | | | | | Total : | | 126.02 |
| 101614 | 4/15/2013 | 891109 LARA, ANGEL | 62-1700-13 | | WATER ACCT REFUND - 423 1/2 HARPS 70-2010 | | 216.74 |
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| 101615 | 4/15/2013 | 891110 RODRIGUEZ, CESAR | 33-2805-05 | | WATER ACCT REFUND - 1120 PICO 70-2010 | 44.41 |
| | | | | | Total : | 44.41 |
| 101616 | 4/15/2013 | 891111 KJA ASSOCIATES LLC | 62-2872-10 | | WATER ACCT REFUND - 445 N WORKM 70-2010 | 645.21 |
| | | | | | Total : | 645.21 |
| 101617 | 4/15/2013 | 891112 REYES, HUGO | 39-0365-17 | | WATER ACCT REFUND - 1230 HEWITT 70-2010 | 65.94 |
| | | | | | Total : | 65.94 |
| 101618 | 4/15/2013 | 891113 ORNELAS, GLORIA | 39-1785-05 | | WATER ACCT REFUND - 1137 KEWEN 70-2010 | 50.73 |
| | | | | | Total : | 50.73 |
| 101619 | 4/15/2013 | 891114 SOIFER, BEN | 62-1725-07 | | WATER ACCT REFUND - 417 HARPS 70-2010 | 60.00 |
| | | | | | Total : | 60.00 |
| 101620 | 4/15/2013 | 891115 JARAMILLO ENTERPRISES INC | 33-3410-00 | | WATER ACCT REFUND - 1146 HOLLISTI 70-2010 | 62.75 |
| | | | | | Total : | 62.75 |
| 101621 | 4/15/2013 | 891116 T & J PIZZA | 31-1415-01 | | WATER ACCT REFUND - 1113 FIRST 70-2010 | 28.15 |
| | | | | | Total : | 28.15 |
| 101622 | 4/15/2013 | 891117 APG FUND I LLC | 50-2295-06 | | WATER ACCT REFUND - 1711 KNOX 70-2010 | 19.74 |
| | | | | | Total : | 19.74 |
| 101623 | 4/15/2013 | 891118 CRANE, DENNIS | 35-2335-02 | | WATER ACCT REFUND - 1323 TRUMAN 70-2010 | 429.50 |
| | | | | | Total : | 429.50 |
| 101624 | 4/15/2013 | 891121 RIVERA, NICOLE | MARCH 2013 | | MARIACHI MASTER APPRENTICE PRO 10-424-3693-4260 | 202.50 |

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| 101624 | 4/15/2013 | 891121 891121 RIVERA, NICOLE | (Continued) | | | Total : 202.50 |
| 101625 | 4/15/2013 | 891122 PDA, INC | 575-620735 | | LEGAL SERVICES 06-190-0000-4800 | 120.00 |
| | | | | | Total : | 120.00 |
| 113 Vouchers for bank code : bank | | | | | | Bank total : 594,454.87 |
| 113 Vouchers in this report | | | | | | Total vouchers : 594,454.87 |

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKS

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**PLEASE REFER TO
SUCCESSOR AGENCY
ITEM #3
FOR FULL REPORT**

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator

DATE: April 15, 2013

SUBJECT: Approval of Budget to Pay a Portion of Property Owner Business Improvement District (PBID) Formation Study Expenses

RECOMMENDATION:

It is recommended that the City Council approve a budget of \$7,500 for Property Owner Business Improvement District (PBID) formation study expenses.

BACKGROUND:

1. In 2010, a business improvement district was studied to help improve and promote downtown San Fernando and a portion of North Maclay Avenue. The Redevelopment Agency approved a contract with Urban Place Consulting totaling \$24,887 for the Property Owner Business Improvement District (PBID) Project.
2. In early 2011, due to issues with the City, work was suspended on the PBID Project.
3. In early 2013, business representatives active in the PBID formation process approached the City about restarting the process.
4. On March 18, 2013, the City Council conducted a study session where members of the steering committee and the PBID consultant, Steve Gibson of Urban Place Consulting, provided the City Council with an update on the progress and steps needed to complete the formation. At this meeting the City Council provided conceptual approval for the City to fund one-half, or \$7,500, of the \$15,000 needed to complete the process, with the Mall Association providing the other \$7,500.
5. On April 2, 2013, at their regular meeting, the City Council directed staff to work with the PBID steering committee to attempt to complete the process in time so that assessments, if approved by the property owners, could be placed on the County tax role by August 2013 and agreed to fund \$7,500 toward the formation process.

Approval of Budget to Pay a Portion of Property Owner Business Improvement District (PBID) Formation Study Expenses

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ANALYSIS/BUDGET IMPACT:

In order for the PBID assessments, if approved by property owners, to appear on the August 2013 tax role, an election by affected property owners must take place in June 2013. The consultant for the project, Steve Gibson, has submitted a proposal of \$15,000 to complete the process. The City Council previously agreed to fund one-half, or \$7,500, of this cost. Since no funds have been appropriated for this work, the City Council must approve a budget amount to fund the City's share of this effort. In the Administration budget (01-105-0000-4270) \$14,040 was appropriated to retain a consultant to assist with various economic development activities. Staff anticipates that there will be funds remaining in this account to pay for the City's share of the PBID consultant. Though no budget amendment is necessary because these funds are in the Professional Services account in Administration already, since these dollars were not originally budgeted for this purpose, staff believes the City Council should approve the use of \$7,500 for the PBID from this account. It is also possible that the funds may not be needed this fiscal year but should be identified for this purpose if expenses are incurred. The actual contract for this work will be between the consultant and the Mall Association, and the City will contribute its share, \$7,500, to the Mall Association.

CONCLUSION:

In order to complete the study and conduct the election process for formation of a PBID in the downtown and North Maclay area, Urban Place Consulting has submitted a proposal of \$15,000 for this work. The City Council previously agreed to fund \$7,500 for this work and the Mall Association will finance the other \$7,500. Funds are available in the Administration Professional Services account (01-105-0000-4270), but were not appropriated originally for this purpose, so it is recommended that the City Council approve the use of these funds for PBID study and formation purposes.

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RECREATION AND COMMUNITY SERVICES DEPARTMENT**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: April 15, 2013

SUBJECT: Lifeguard Staffing for the San Fernando Regional Pool Facility

RECOMMENDATION:

It is recommended that the City Council choose one of the following options:

- a. Option A – Hire pool staff as part-time City employees at previously adopted Salary Schedule:
 - i. Adopt Resolution No. 7529 (Attachment “A”) amending the Table of Organization to include the part-time positions of Senior Lifeguard, Lifeguard, and Pool Cashier/Attendant; and
 - ii. Authorize the City Administrator to initiate the recruitment process for part-time aquatics personnel.

OR

- b. Option B – Continue to outsource staffing services with Mission Ambulance:
 - i. Approve an Amendment (Contract No. 1679(a) – Attachment “B”) extending the Service Agreement with Mission Ambulance (Contract No. 1679 – Attachment “C”), to provide staffing services (including Lifeguards, Senior Lifeguards, and Pool Cashier/Attendant) for the San Fernando Regional Pool Facility (Pool Facility), to May 31, 2014; and
 - ii. Authorize the City Administrator to execute the Amendment.

Lifeguard Staffing for the San Fernando Regional Pool Facility

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BACKGROUND:

1. In September of 2008, the San Fernando Regional Pool Facility opened to the public. At that time, day-to-day operations were provided by the Los Angeles County Department of Parks and Recreation.
2. In June of 2009, the City Council met with the San Fernando Aquatics Foundation (Foundation) to discuss their request to assume the day-to-day operations of the Pool Facility. After much discussion, the Foundation informed the City Council that they were not interested, at that time, to take over the operations of the Pool Facility.
3. In June and July of 2009, the City Council conducted several meetings regarding the City budget with specific discussions centered on the operations and maintenance of the Pool Facility. Staff requested that a six-month budget be prepared due to the fact that the Pool Facility had not been in operation for one year and staff was unsure as to what the actual expenses may be for an entire year. Staff wanted to review, at Mid-Year Budget Review, the overall operations and maintenance for the Pool Facility to determine if additional expenses or revenues would need to be added to the budget. The City Council agreed to approve a six-month budget for the Pool Facility and to discuss further at Mid-Year Budget Review.
4. On July 20, 2009, the City Council adopted the Fiscal Year (FY) 2009-2010 City Budget which included an expense and revenue budget for the operations and maintenance of the Pool Facility for the six-month period of July-December of 2009.
5. On January 19, 2010, the City Council adopted a Resolution approving a six-month budget for the operations and maintenance of the Pool Facility for January-June of 2010. The projected revenue shortfall of \$185,705 for the six-month period was approved to be covered by the ending cash balance in Fund 17. At the meeting, staff was directed to prepare an item for a future City Council study session. The item was to include options that could possibly help to reduce the projected revenue shortfall for FY 2010-2011.
6. On February 16, 2010, the Recreation and Community Services (RCS) Director presented several options to the City Council that would increase revenues and decrease expenses for the FY 2010-2011 operation and maintenance of the Pool Facility. The City Council directed that the item be placed on the next Education, Parks, Arts, Health, Youth and Aging (EPAH) Standing Committee agenda for further discussion.
7. On February 23, 2010, the EPAH Standing Committee discussed the proposed revenue enhancing and expenditure decreasing alternatives and directed the RCS Director to bring back, at the next EPAH meeting, a comprehensive plan detailing the alternatives.
8. On March 23, 2010, a comprehensive plan for the operation and maintenance of the Pool Facility was presented to the EPAH Standing Committee. The EPAH Standing Committee directed the RCS Director to agendaize this item for discussion and approval by the City Council.

Lifeguard Staffing for the San Fernando Regional Pool Facility

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9. On April 5, 2010, the City Council approved the City takeover of full operations of the Pool Facility and authorized the RCS Director to begin preparations for the City to assume responsibility for the operation of the Pool Facility effective July 3, 2010. Preparations for the takeover were to include the approval and adoption of new job specifications for the positions of Pool Manager, Senior Lifeguard, and Lifeguard.
10. On April 14, 2010, the City Council approved Resolutions adopting the job specifications for aquatics staff, amendment to the Table of Organization, and Salary Plan and Schedule.
11. On September 12, 2010, the contract with Los Angeles County Department of Parks and Recreation was terminated and the City resumed responsibility for day-to-day operations of the Pool Facility. After much discussion, the City Council decided to close the Pool Facility to save costs to the City while leaving the Olympic-size pool open for lane rentals to serve the community.
12. On April 18, 2011, the City Council directed the staff to work with the City Attorney to negotiate a Service Agreement with San Fernando Fire and Rescue (SFFR) to provide staffing services for the Pool Facility.
13. On May 2, 2011, the City Council approved a Service Agreement with SFFR to provide staffing services for the Pool Facility.
14. On June 11, 2011, the Pool Facility reopened to the general public.
15. On April 27, 2012, the RCS Department released a Request for Proposal (RFP) for lifeguard services for the Pool Facility.
16. On May 11, 2012, the RCS Department received three proposals in response to the released RFP.
17. On May 21, 2012, the City Council approved a Service Agreement with Mission Ambulance to provide staffing services for the Pool Facility.
18. On February 28, 2013, RCS staff presented to the EPAH Standing Committee an update on the staffing services for the Pool Facility.
19. In March of 2013, the RCS Operations Manager met with the City Attorney regarding potential liability protection provided by the Service Agreement with Mission Ambulance.
20. On March 26, 2013, members of the EPAH Standing Committee recommended to present to City Council options for staffing services.

Lifeguard Staffing for the San Fernando Regional Pool Facility
Page 4

ANALYSIS:

Aquatics Facility

The City of San Fernando RCS Department plays an important role as the key provider of free/low-cost resources accessible for residents to be physically active year-round. In particular, the Pool Facility offers families a place to play and exercise while also serving as a community gathering place throughout the summer months. In FY 2012-2013, over 13,630 individuals (equating to approximately 57,628 visits) living in and around the City have participated in aquatics programs at the Pool Facility, which include swimming lessons, water exercise classes, recreational play, lap swimming, and competitive water sports.

Services Provided by Mission Ambulance

Since June of 2012, Mission Ambulance has provided lifeguard staffing services for the Pool Facility. These services included the responsibility to hire appropriate lifeguard staffing (including Senior Lifeguards, Lifeguards, and Pool Attendants) for the daily operations and maintenance of the pools and rental facilities. The City has the responsibility of pool operations management that includes marketing, programming, and pool systems maintenance. The Mission Ambulance lifeguard staffing are under the supervision of the City of San Fernando Aquatic Supervisor.

Analysis of Recommended Options

Since December of 2012, the RCS Department has been working to identify options for staffing services for the Pool Facility. The following is a benefit analysis of the options recommended by City staff:

Table 1

| Provided Benefits for City of San Fernando | Option A City | Option B Mission |
|--|------------------|---------------------|
| Relieves City staff of the following personnel responsibilities: <ul style="list-style-type: none"> Perform or obtain legally-permissible drug testing and background checks of lifeguards with respect to criminal conviction records, driving records, and credit history. In addition, handle all recruitment and personnel training. Ensure all lifeguards meet Federal and State laws for employment. Provide payroll services for hired lifeguards that include withholding, reporting, and paying all taxes. | | X |
| Will provide a cost savings for the city. | X | |
| Higher hourly salary for lifeguards to help recruit quality staffing. | X | |
| No restrictions for paying overtime to lifeguards after working 8-hours in a day. | X | |
| No 1,000 hour restriction for lifeguards. | | X |

Lifeguard Staffing for the San Fernando Regional Pool Facility
Page 5

| Provided Benefits for City of San Fernando | Option A City | Option B Mission |
|---|--------------------------|-----------------------------|
| Provides layer of protection for general liability claims. | | X |
| Provides layer of protection for Workers Compensation claims. | | X |
| Relieves city of unemployment claims. | | X |
| Provide equipment required for operations (1-AED, 2 backboards, rescue tubes, trauma kits, computer, fax machine, and printer). | | X |

Table 2

| Price Comparison of Options | Option A City Staff | Option B Mission |
|--|--------------------------------|-----------------------------|
| Labor Costs | \$204,545 | \$240,268 |
| Potential Unemployment Claims ¹ | \$10,393 | \$0 |
| Staffing Background | \$3,000 | \$3,000 |
| Equipment Replacement ² | \$7,295 | \$0 |
| Total Costs | \$225,233 | \$243,268 |

¹ The estimated unemployment costs for city employed lifeguards are based on four claims for 6 months. This cost may vary in accordance with federal and state laws. The unemployment costs for Mission Ambulance are included in their Labor Cost proposal.

² There will be a one-time cost associated with the purchase of lifesaving equipment. Additional costs related to occasional equipment replacement will be necessary.

The above table shows there will be a savings of \$18,035 if Option A is selected. Recently, Mission Ambulance submitted a revised proposal to provide the equivalent services as specified in the Service Agreement with a lower cost of approximately \$15,250. This new proposal will lower the total cost to \$228,018 for the services provided by Mission Ambulance. The new proposed rate will result in a savings of \$2,785 to the General Fund for FY 2013-2014 if Option A is selected.

Table 3

| Potential Liability Costs to Consider in Event of a Claim | |
|--|--------------------------|
| Insurance | Annual Deductable |
| General Liability | \$ 250,000 |
| Workers Compensation | \$ 500,000 |
| TOTAL | \$ 750,000 |

CONCLUSION:

The San Fernando Regional Pool Facility plays an important role as the key provider of free/low-cost resources accessible for residents in the City of San Fernando. The options provided in this

Lifeguard Staffing for the San Fernando Regional Pool Facility

Page 6

report have various benefits for the City with similar costs. It is recommended that the City Council choose one of the options that will continue and initiate the process of staffing services for the Pool Facility in order to provide quality services to City residents.

BUDGET IMPACT:

There will be no impact to the General Fund for FY 2012-2013. Expenses for lifeguard staffing have been budgeted. Depending on the option selected, there may be a savings of \$2,785 for FY 2013-2014.

ATTACHMENTS:

- A. Resolution No. 7529
- B. Contract No. 1679(a) – Amendment to Service Agreement
- C. Contract No. 1679 – Service Agreement

ATTACHMENT "A"**RESOLUTION NO. 7529****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7489, ADOPTED JULY 2, 2012.**

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year 2012-2013 Table of Organization on July 2, 2012, per Resolution No. 7489; and

WHEREAS, the Table of Organization as adopted for FY 2012-2013 has provisions for various positions and classifications.

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

SECTION 1: That that portion of the said Table of Organization adopted on July 2, 2012, per Resolution No. 7489, be further amended by adding thereto the following information under "budgeted hours per week," "full time equivalent (FTE) status," and "average number of personnel in position," effective March 18, 2013, as follows:

| <u>TITLE</u> | <u>BUDGETED HOURS PER WEEK</u> | <u>FULLTIME EQUIVALENT (FTE) STATUS</u> | <u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u> |
|--------------|--|---|--|
|--------------|--|---|--|

**Recreation &
Community Services**

| | | | |
|------------------------|-----|-----|----|
| Senior Lifeguard (P/T) | 58 | 1.2 | 2 |
| Lifeguard (P/T) | 160 | 4 | 15 |
| Pool Attendant (P/T) | 20 | .50 | 2 |

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on July 2, 2012, per Resolution No.7489, remains unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 15th day of April, 2013, by the following vote to wit:

AYES:
NOES:
ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**CONTRACT NO. 1679(a)****SAN FERNANDO REGIONAL POOL FACILITY STAFFING AGREEMENT****AMENDMENT TO SERVICE AGREEMENT**

This amendment to staffing agreement (Amendment) is dated April 15, 2013 for reference purposes only, and is between the City of San Fernando (City) and Mission Ambulance (Mission).

- A. The City and Mission previously entered into a professional services agreement dated May 31, 2012 (Agreement), pursuant to which the City designated Al Hernandez as City Administrator.
- B. The parties desire to clarify the terms of the Agreement.

The parties therefore agree as follows:

- 1. Section D of paragraph 1 of the Agreement is hereby revised to read as follows:

City agrees to compensate Mission for the services provided under this Agreement, and Mission agrees to accept in full satisfaction for such services, a sum not-to-exceed \$228,018 (TWO HUNDREND TWENTY EIGHT THOUSAND EIGHTEEN DOLLARS). It is anticipated that Mission will provide the City with 3-6 Lead lifeguards at a rate of \$20.57/per hour, 18-22 Lifeguards at a rate of \$18.32/per hour, and 2-4 Locker Room Attendants at a rate of \$13.56/per hour. The compensation payable hereunder includes all services provided pursuant to this Agreement. City shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to Mission. No claims for compensation in excess of the not-to-exceed amount will be allowed unless such additional compensation is authorized by City in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to the City Representative and approved by the City Council.

- 2. Section H of paragraph 1 of the Agreement is hereby revised to read as follows:

This staffing agreement between the City and Mission will expire on May 31, 2014, unless extended by mutual agreement of the parties. This Agreement may be terminated by either party upon 30 days written notice to the other party, or immediately upon the breach of any provisions listed in Sections A.1 through A.9.

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

MISSION AMBULANCE, INC.

Don Penman,
City Administrator

By: _____
Dan Gold
Regional Vice President, CEO

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

ATTACHMENT "C"**CONTRACT NO. 1679****SAN FERNANDO REGIONAL POOL FACILITY STAFFING AGREEMENT**

This agreement ("Agreement") is made this 31st day of May 2012, by and between the City of San Fernando, a California municipal corporation ("City") and Mission Ambulance, a California Business, ("Mission").

Mission agrees to provide, and the City hereby agrees, to subscribe for the services of temporary workers ("Associates") employed by Mission and other ancillary services provided by Mission, including, but not limited to personnel placement, upon the following terms and conditions:

A. Mission's Responsibilities:

1. Mission will recruit, screen and hire associates for temporary assignment at the San Fernando Regional Pool Facility ("Pool Facility") by June 1, 2012 in accordance with the job requirements and job descriptions attached hereto as Exhibit A and incorporated herein by this reference.
2. No Mission Associate shall be referred to the City unless he or she meets the job requirements set forth in Exhibit A for the position for which the Associate is being referred.
3. Mission will, for an additional fee, perform or obtain legally-permissible drug testing and physicals of prospective Associates. Mission will also notify the City of any prospective Associate so that the City can perform background checks.
4. Mission will ensure that an Employment Eligibility Verification Form (1-9) is completed for each associate assigned at the Pool Facility. Mission will retain these forms.
5. Mission will maintain all personnel files and payroll records for its Associates.
6. Mission has sole responsibility to determine and set the level of compensation and fringe benefits of its Associates. The City has no authority to alter, change, or increase the compensation and/or benefits of Mission Associates without Mission express agreement.
7. Mission will withhold, pay, and report all taxes and issue associate W-2 forms at the end of each year with respect to each of its Associates assigned to the Pool Facility, as required by law.
8. Mission shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:
 - 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. In addition, Mission's insurance shall name the City of San Fernando, its officers, agents, employees and volunteers as additional insureds, and shall be primary, and not contributing with any other insurance or self-insurance maintained by the City.

- 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.

The policies required by this Agreement shall be issued by an insurer licensed to do business in the State of California and with an A.M. Best rating of at least A-:VII or better.

Mission agrees that the City will be named as additional insured, and the policy will require notice to the City if there is any default in payment, or any other default which would cause the policy to be terminated or cancelled

Mission agrees that if it does not keep the insurance required in this Agreement in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to Mission, City may take out the necessary insurance and pay, at Mission expense, the premium thereon.

Prior to commencement of work under this Agreement, and throughout the term of this Agreement, Mission shall file with the City's Risk Manager a properly executed certificate or certificates of insurance and endorsements evidencing compliance with the requirements of this Section. Such certificates shall disclose Mission self-insured retentions or deductibles, which are subject to City approval, which shall not be unreasonably withheld. Mission agrees to provide certified copies of insurance policies if requested by City. All evidence of insurance and notices of cancellation shall be mailed to:

The City of San Fernando
Attn: Michael Okafor
117 Macneil Street
San Fernando, CA 91340

Mission 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.

The commercial general liability and business automobile liability insurance policies shall contain an endorsement naming the City, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. The commercial general and business automobile liability insurance policies shall be primary to any other coverage available to the City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Mission commercial general and business automobile liability insurance and shall not contribute with it.

All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City.

No insurance coverage provided pursuant to this Agreement shall prohibit Mission, and Mission employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. Mission hereby waives all rights of subrogation against City.

9. Mission shall comply with applicable laws and regulations, at all times in the performance of this Agreement. To the extent Mission violates this paragraph; Mission will accept full responsibility for any resulting bodily injury or property damage.

B. City's Responsibilities:

1. The City will not require Mission Associates to perform any duties beyond those that are called for in the applicable job descriptions attached hereto as Exhibit A, without the prior written approval of Mission. The City will promptly notify Mission of any desire to change the material terms and conditions of an Associate's temporary employment, or to change the job duties. Such changes shall be subject to the mutual agreement of the City and Mission.
2. The City must provide signed written verification of Associates' hours to Mission by 9:00 am on the 1st and the 16th of each month for the pay period preceding those dates. Mission pay periods are the 1st through the 15th with the pay date of the 22nd, and 16th through the last day of the month with the pay date on the 7th of the following month. Verification shall be in the form of the City's signature on Mission or City's timecards or Associate detail reports from time and attendance systems. The City's signature authorizes and requires the City to pay Mission for all hours indicated in accordance with Section D.4.
3. The City agrees that, except as set forth in paragraphs 5 and 6 of Section A, it is not responsible for compliance with all applicable state and federal wage and hour laws related to Mission Associates providing services at the Aquatic Facility, including, but not limited to, ensuring that all required rest and meal periods are taken by Mission Associates as required, that all record keeping requirements are complied with, that alternative workweek schedules, if applicable, are in compliance with state or federal law, and by not permitting Mission Associates to work hours in excess of the hours reported to Mission for payment. To the extent the City violates this paragraph, the City will accept full responsibility for any loss or liability caused or incurred.
4. The City will exercise good judgment and management relating to the day-to-day supervision of Mission Associates. Mission will provide appropriate supervision and training, specifically tailored to the job requirements of Mission Associates assigned to the City's worksite, including all applicable safety and hazardous materials training.

5. The City will provide a safe work environment for Mission Associates including but not limited to maintaining its premises and work areas in compliance with all applicable health and safety laws and regulations.
6. The City will notify Mission immediately in the event of a work-related injury to a Mission Associate. The City will notify Mission immediately in the event of a discrimination or sexual harassment complaint involving a Mission Associate.
7. The City will notify Mission promptly if the City should decide it no longer wishes to accept the services of any particular Mission Associate. In that event, Mission will immediately end the assignment of the Associate.
8. The City will perform background checks with respect to criminal conviction records, driving records, credit history, etc. of prospective Associates.

C. Other Terms and Conditions

The City and Mission agree to the following additional terms and conditions with respect to the provision of Associates by Mission to the City:

1. The City acknowledges that Mission does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle or machinery operated by Mission Associates for the City's benefit or at the request of the City. The City agrees to accept full responsibility for any claim arising from Mission Associate being asked by the City to operate machinery or equipment, or drive a vehicle, whether owned or rented by either City or Mission Associate.
2. The City agrees to assume sole responsibility, and hold Mission harmless, for any losses or claims that result from a Mission Associate having been assigned by the City the responsibility for handling or possession of any cash, securities or other valuables. Similarly, the City agrees to assume complete responsibility, and hold Mission harmless for any losses or claims that result from Mission Associates having been entrusted by the City with any unattended property or premises.
3. Any use of subcontractors must be approved in writing by the City.

D. Terms and Conditions of Payment

1. City agrees to compensate Mission for the services provided under this Agreement, and Mission agrees to accept in full satisfaction for such services, a sum not-to-exceed Two Hundred Forty Three Thousand Two Hundred Sixty Eight Dollars and Zero Cents (\$243,268.00). It is anticipated that Mission will provide the City with 3-6 Senior Lifeguards at a rate of \$21.82/per hour, 18-22

Lifeguards at a rate of \$19.57/per hour, and 2-4 Locker Room Attendants at a rate of \$14.81/per hour. The compensation payable hereunder includes all services provided pursuant to this Agreement. City shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to Mission. No claims for compensation in excess of the not-to-exceed amount will be allowed unless such additional compensation is authorized by City in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to the City Representative and approved by the City Council.

2. The City and Mission understand and agree that Mission service rate shall be adjusted according to federal and state overtime laws, where applicable. In the event overtime pay, time-and-a-half, double-time, including holiday pay, is paid to an associate, Mission service rates shall increase commensurately. It is further understood and agreed that Mission reserves the right to adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUI, Workers' Compensation and any federal or state mandated programs or benefits.
3. Service rates may be adjusted at any time upon mutual consent of Mission and the City.
4. **Billing Terms**
An itemized invoice for temporary services, based on hours shown on Mission or City time cards or associate detail reports from time and attendance systems that have been verified by the City in accordance with Section B.2 (which verified documents shall be attached to the invoice), will be delivered by Mission to City. Such invoice is DUE AND PAYABLE 30 DAYS AFTER INVOICE DATE, if the invoice is accompanied by the required documentation. Invoices that are undisputed by City for more than thirty (30) days after the invoice date will be presumed correct.
5. **Past Due Accounts**
If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. Mission shall have the right to litigate in Civil Court in Los Angeles County, California all debt-collection matters. In the event collection action is initiated by Mission to collect such debt, or any portion thereof, City agrees to pay any additional sums, including but not limited to, collection costs, and reasonable attorneys' fees.

E. Conversion to Regular Full-Time Status

The City may convert a Mission associate currently on assignment with City or who has been provided by Mission within the past six months, to its payroll at no additional cost, upon mutual agreement with Mission. No associate may be converted if City's account balance is past due.

F. Guarantee

If Mission is notified during the first 4 hours of an associate's assignment that City is not satisfied with the quality of work of the associate, Mission will provide City with a replacement associate within a reasonable time at no additional charge to the City.

G. Representations and Qualifications

1. This Agreement and any attachments constitute the entire Agreement and neither the Agreement nor any amendment shall be valid or enforceable unless in writing and signed by authorized representatives of both parties.
2. All notices or other communications required or permitted to be given under this Agreement shall be directed to Mission and to City at the addresses specified below.
3. The City and Mission are equal employment opportunity employers, and agree that they will not harass, discriminate against or retaliate against any Mission Associates on the basis of race, religion, national origin, age, sex, disability, marital status or any other category protected by law. The City and Mission, on their own behalf, each represent that it has in place policies prohibiting harassment in the workplace (including sexual harassment). City and Mission further agree not to engage in, nor permit any agent of City, vendor, contractor or other third-party at City's worksite to engage in any practice that constitutes unlawful discrimination, sexual harassment or other illegal harassment of Mission Associates.

H. Termination of Agreement/Termination of Services

This staffing agreement between the City and Mission will expire on May 31, 2013, unless extended by mutual agreement of the parties. This Agreement may be terminated by either party upon 30 days written notice to the other party, or immediately upon the breach of any provisions listed in Sections A.1 through A.9.

I. Agreements to Indemnify

1. The City shall indemnify, defend and hold harmless Mission and its employees, officers and directors (collectively, the "Mission Indemnitees") from any and all losses (including court costs and reasonable attorneys' fees), and claims of any kind, which the Mission Indemnitees may incur, or which may be claimed against the Mission Indemnitees as a result of City's material breach of any of its responsibilities under this Agreement, including any violation by City of any applicable federal, state, or local laws, including OSHA, at the work site of Mission Associates assigned to City. Mission shall give City prompt notice of

2. Mission shall indemnify, defend and hold harmless City and its employees, officers, and council members (collectively, the "City Indemnitees") from any and all losses resulting in bodily injury or property damage (including court costs and reasonable attorneys' fees), which the City Indemnities may incur, or which may be claimed against the City Indemnitees as a result of Mission material breach of any of its responsibilities under this Agreement, including any violation by Mission of any applicable federal, state, or local laws. City shall give Mission prompt notice of any such claim or lawsuit and shall cooperate with Mission and its counsel in the defense of such claim or lawsuit.
3. Notwithstanding paragraph 1 of this Section I, Mission shall hold harmless, indemnify and defend the City Indemnitees from losses or expenses incurred in connection with any workers' compensation claim or workers' compensation lawsuit brought by a Mission Associate arising from a work-related injury sustained while such Associate was working on assignment at City, except for such losses or expenses resulting from the gross negligence or willful misconduct of City, its employees or agents. City shall give Mission prompt notice of any such claim or lawsuit and shall cooperate with Mission and its counsel in the defense of such claim or lawsuit.
4. Notwithstanding any provisions to the contrary, in no event will either party be liable to the other for any special, incidental, indirect or consequential damages (including lost profits) arising out of this Agreement whether in an action for or arising out of breach of contract, tort, or any other cause of action.
5. The provisions of this Section I shall survive the expiration or termination of this Agreement, for a period of three years.

J. Waiver

Failure by either party at any time to require the performance of the other party or to claim a breach of any provision of this Agreement will not be considered a waiver of any prior or subsequent breach or failure to perform under the terms of this Agreement.

K. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Los Angeles County, California.

L. Partial Invalidity

Should any provision of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.

IN WITNESSES WHEREOF, the City of San Fernando and Mission Ambulance have caused this Agreement to be executed on the date written above and effective on the "date" set forth below:

ACCEPTED:
MISSION AMBULANCE

By: 

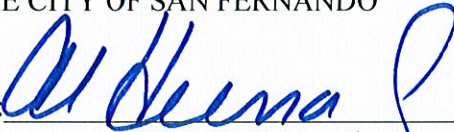
Print Name: DANIEL GOLD

Title: CEO

Address: 1055 E. THIRD STREET
CORONA, CA 92879

Date: 5/31/2012

ACCEPTED:
THE CITY OF SAN FERNANDO

By: 

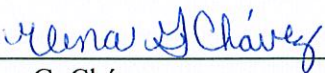
Print Name: Al Hernandez

Title: City Administrator

Address: 117 MacNeil Street
San Fernando, Ca. 91340

Date: 5/31/12

ATTEST:


Elena G. Chávez,
City Clerk

APPROVED AS TO FORM:

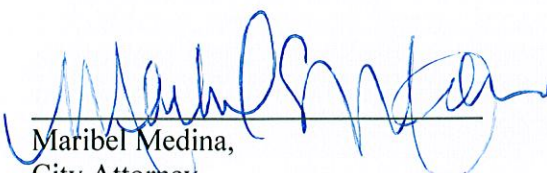

Maribel Medina,
City Attorney

EXHIBIT "A"**CITY OF SAN FERNANDO****SENIOR LIFEGUARD****DEFINITION**

Under supervision, in the absence of the Pool Manager, performs manager duties; assists the pool manager with the operation and administration of the department's Aquatics Program. This would encompass the areas of programs, personnel, and pool maintenance.

EXAMPLES OF ESSENTIAL DUTIES

Essential duties may include, but are not limited to the following:

1. Enforces all state and local regulations concerning the health and safety of all persons using the pool.
2. Maintains discipline among pool patrons.
3. Organizes swim tests and instructional programs for staff and pool patrons.
4. Participates in the testing and interviewing of potential pool staff.
5. Supervises the pool staff.
6. Acts in the capacity of lifeguard whenever necessary.
7. Renders First Aid, C.P.R., and other emergency services.
8. Assists the pool manager in maintenance of the pool.
9. Adheres to City and departmental policies and procedures.
10. Performs other related duties as assigned.

JOB-RELATED AND ESSENTIAL QUALIFICATIONS**Knowledge of:**

1. Principles and methods of operating a public swimming pool.
2. Water safety rules; care and maintenance of pool supplies and equipment.

Ability to:

1. Enforce swimming pool rules and regulations.
2. Establish and maintain effective working relationships with the general public and staff.
3. Train, direct and supervise pool personnel.
4. Apply C.P.R. and First Aid.
5. Prepare and present concise written and oral reports.
6. Understand and speak Spanish (desirable).

[SENIOR LIFEGUARDS POSITION PAGE 2]**Experience and Training Guidelines****Training:**

Must have a current American Red Cross Lifeguard Certificate, Water Safety Instructor (WSI) as well as First Aid and C.P.R. (BLS-AED) Certificates. Lifeguard Instructor and Emergency Medical Technician certification are desirable.

Water Safety Instructor Certificate, E.R. Instruction Certificate and Safety training for Swim coaches Certificate is highly desirable.

Experience:

Minimum of one year (960 hours) experience as a Lifeguard is required.

Special Requirement:

Must stay current in field, and acquire all necessary training that new technological changes may present.

Must have valid California Class C Driver's license at the time of appointment.

Essential duties require the following physical abilities and environmental conditions:

Ability to sit, kneel, stand, walk, crouch, squat, stoop, reach, twist, climb, and lift at least 50 Lbs., may be exposed to the sun, and work under high and low temperatures (mostly between 40 and 115 degrees); may be exposed to frequent loud noises and toxic/poisonous substance, as well as slippery surfaces.

CITY OF SAN FERNANDO

LIFEGUARD

DEFINITION

Under direction, to monitor and control activities of swimmers, enforce swimming pool rules, rescue and treat children and adults in distress.

EXAMPLE OF ESSENTIAL DUTIES

Essential duties may include, but are not limited to the following:

7. Observes swimmers and pool area and responds to unsafe acts or conditions.
8. Maintains order and discipline.
9. Enforces all rules and regulations of the pool.
10. Administers First Aid and artificial respiration.
11. Performs maintenance for pool deck area.
12. Prepares accident and incident reports.
13. Conducts swimming classes, beginning through advanced.
14. Adheres to City and departmental policies and procedures.
15. Performs other related duties as required.

JOB-RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

16. Principles and methods of operating a public swimming pool.
17. Care and maintenance of pool supplies and equipment.
18. Water safety rules.

Ability to:

19. Enforce swimming pool rules and regulations.
20. Establish and maintain effective working relationships with the general public, children, and staff.
21. Train pool personnel.
22. Apply C.P.R. and First Aid.
5. Speak Spanish (desirable).

[LIFEGUARDS POSITION PAGE 2]**Training and Experience Guidelines****Training:**

Must possess a current Lifeguard Training Certificate, Standard First Aid Certificate, C.P.R. (BLS-AED) Certificate for Professional Rescuer Certificate at the time of appointment. Water Safety Instructor Certificate is highly desirable.

Experience:

Paid or volunteer experience working with people desired, but not required.

Special Requirements:

Must be at least 17 years of age.

Must stay current in field, and acquire all necessary training that new technological changes may present.

Must possess a valid California Class C Driver's License at the time of appointment.

Essential duties require the following physical abilities and environmental conditions:

Ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, twist, climb and lift at least 50 Lbs., may be exposed to sun, and work under high and low temperatures (mostly between 40 and 115 degrees); may be exposed to frequent loud noises and toxic/poisonous substances, as well as slippery surfaces.

CITY OF SAN FERNANDO

POOL ATTENDANT

DEFINITION

Under direction, monitor and control activities of locker room guests, enforce locker room rules, and ensure availability of equipment and/or supplies; and complying with health and safety requirements.

EXAMPLE OF ESSENTIAL DUTIES

Essential duties may include, but are not limited to the following:

1. Inspects locker and shower facilities for the purpose of ensuring that it is suitable for safe operations.
2. Monitors inventory levels of toilette/cleaning items in locker, shower, and restroom facilities and other cleaning supplies for the purpose of ensuring the availability of supplies as needed.
3. Performs minor repairs to equipment and facilities for the purpose of maintaining facilities and equipment in safe operating condition.
4. Responds to inquiries from staff and public for the purpose of conveying information regarding swimming pool/locker room operations, etc.
5. Stocks chemicals and other supplies for the purpose of maintaining adequate quantities and security of items.

JOB-RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

1. Principles and methods of maintaining a public locker room.
2. Care and maintenance of locker room facility and equipment.
3. Locker room safety rules.

Ability to:

1. Enforce locker room rules and regulations.
2. Establish and maintain effective working relationships with the general public, children, and staff.
3. Apply C.P.R. and First Aid.
4. Speak Spanish (desirable).

[POOL ATTENDANT POSITION PAGE 2]**Training and Experience Guidelines****Training:**

Must possess a current Standard First Aid Certificate, C.P.R. (BLS-AED) Certificate prior to assignment.

Experience:

Paid or volunteer experience working with people desired, but not required.

Special Requirements:

Must be at least 17 years of age.

Must stay current in field, and acquire all necessary training that new technological changes may present.

Must possess a valid California Class C Driver's License at the time of appointment.

Essential duties require the following physical abilities and environmental conditions:

Ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, twist, climb and lift at least 50 Lbs., may be exposed to sun, and work under high and low temperatures (mostly between 40 and 115 degrees); may be exposed to frequent loud noises and toxic/poisonous substances, as well as slippery surfaces.

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CITY COUNCIL

MEMORANDUM

TO: City Councilmembers

FROM: Mayor Antonio Lopez

DATE: April 15, 2013

SUBJECT: Adoption of a Resolution to Support Senate Bill 135 (Padilla) That Would Create an Earthquake Early Warning System in California

RECOMMENDATION:

I am requesting that the City Council consider adoption of Resolution No. 7530 (Attachment “A”) supporting Senate Bill 135 (Padilla) that would create an Earthquake Early Warning System in California.

BACKGROUND:

In March 2013, Senator Alex Padilla sent correspondence to each City Councilmember requesting support for Senate Bill 135. As follow up, Senator Padilla’s Office also provided a Senate Bill 135 Fact Sheet (Attachment “B”), an Earthquake Early Warning System Question and Answer Sheet (Attachment “C”), and a California Integrated Seismic Network (CISN) Earthquake Early Warning Project Frequently Asked Questions Sheet (Attachment “D”).

ATTACHMENTS:

- A. Resolution No. 7530
- B. Senate Bill 135 Fact Sheet
- C. Earthquake Early Warning System Question and Answer Sheet
- D. California Integrated Seismic Network (CISN) Earthquake Early Warning Project Frequently Asked Questions Sheet

ATTACHMENT “A”**RESOLUTION NO. 7530****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, SUPPORTING SENATE BILL
135 (PADILLA) THAT WOULD CREATE AN EARTHQUAKE
EARLY WARNING SYSTEM IN CALIFORNIA**

WHEREAS, according to the United States Geological Survey, California is one of the most seismically active states, second only to Alaska; and

WHEREAS, California has experienced dozens of disastrous earthquakes that have caused fatalities, serious injuries, and significant economic loss; and

WHEREAS, ninety percent of the world’s earthquakes and over eighty percent of the world’s largest earthquakes occur along the Circum-Pacific Belt, also known as the Pacific Ring of Fire. The Pacific Ring of Fire includes the very active San Andreas Fault Zone in California; and

WHEREAS, the Uniform California Earthquake Rupture Forecast (UCERF) released in 2008 predicted a 99.7 percent likelihood of a magnitude 6.7 or larger earthquake in California in the next 30 years; and

WHEREAS, a 2013 study published by the Caltech and the Japan Agency for Marine-Earth Science and Technology discovered that a statewide California earthquake involving both the Los Angeles and San Francisco metropolitan areas may be possible; and

WHEREAS, Japan, Taiwan, Mexico, Turkey, Romania, Italy, and China either have or are working on earthquake early warning systems that are capable of saving lives and helping to mitigate loss; and

WHEREAS, California Emergency Management Agency, Caltech, California Geological Survey, University of California at Berkeley, United States Geological Survey, and others have been conducting earthquake early warning research and development in California and together they operate the California Integrated Seismic Network, which has a demonstration earthquake early warning capability; and

WHEREAS, by building upon the California Integrated Seismic Network and processing data from an array of sensors throughout the state, a fully developed earthquake early warning system would effectively detect the strength and progression of earthquakes and alert the public within seconds, up to 60 seconds, before potentially damaging ground shaking is felt; and

WHEREAS, the City of San Fernando must do all it can to better prepare for future earthquakes and that an earthquake early warning system should disseminate earthquake information in support of public safety, emergency response, and loss mitigation.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER SUPPORT OF SENATE BILL 135 (PADILLA) THAT WOULD CREATE AN EARTHQUAKE EARLY WARNING SYSTEM IN CALIFORNIA.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2013.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 15th day of April, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

Senator Alex Padilla

Fact Sheet

SB 135 – PADILLA

Earthquake Early Warning System

Summary

SB 135 would require the development of a comprehensive statewide earthquake early warning system in California.

Background

Ninety percent of the world's earthquakes and over eighty percent of the world's largest earthquakes occur along the Circum-Pacific Belt, also known as the Pacific Ring of Fire. The Pacific Ring of Fire includes the very active San Andreas fault zone here in California. The San Andreas is the "master" fault of an intricate fault network that cuts through rocks of the California coastal region. The entire San Andreas fault system is more than 800 miles long and extends to depths of at least 10 miles within the Earth.

Predictions from the Uniform California Earthquake Rupture Forecast released in 2008 states there is a 99.7% likelihood of a magnitude 6.7 earthquake and a 94% chance of a 7.0 magnitude earthquake in California within the next 30 years. In other words, a major earthquake in California is not a matter of *if*, but *when*.

In January, 2013, the California Institute of Technology and the Japan Agency for Marine-Earth Science and Technology published a study concluding for the first time that a *statewide* California earthquake involving both the

Los Angeles and San Francisco metropolitan areas may be possible.

While earthquakes cannot be predicted or prevented, using advanced science and technology we can detect seismic activity to provide an advanced warning, save lives and help mitigate damage.

The objective of earthquake early warning is to rapidly detect the initiation of an earthquake, estimate the level of ground shaking to be expected, and issue a warning before significant ground shaking begins. This can be done by detecting the first energy to radiate from an earthquake, the P-wave energy, which rarely causes damage. Using P-wave information, we can first estimate the location and the magnitude of the earthquake. We then use this to estimate the anticipated ground shaking across the region to be affected. The method can provide warning before the S-wave, which brings the strong shaking that usually causes most of the damage, arrives.

California currently has the California Integrated Seismic Network (CISN), which is a demonstration earthquake early warning system. A fully developed system would process data from an array of sensors throughout the state. The system would effectively detect the strength and the progression of earthquakes, alert the public within seconds and provide up to 60 seconds

FOR MORE INFORMATION – Contact Angela Manetti, Office of Senator Alex Padilla (916) 651-4020

advanced warning before potentially damaging ground shaking is felt.

Early warning systems are in place, or in the works, in a number of earthquake prone nations including Japan, Taiwan, Mexico, Turkey, Italy, China and Romania. Their success has been demonstrated in recent earthquakes.

Japan's earthquake early warning system provided the public with critical advanced warning of the 9.0 magnitude earthquake in March 2011. Earthquake warnings were automatically broadcast on television and radio, and 52 million people received the warning on their smartphones. Millions more downloaded the early warning app after the quake to receive warnings in advance of large aftershocks.

The warnings allowed people to take cover, assist loved ones, pull to the side of the road or exit a building. The system brought bullet trains to a stop, and triggered the automatic shutdown of operations at critical companies. A professor at the University of Sendai received a text message of the warning and was able to warn his students to duck for cover before the shaking began and the light fixtures fell from the ceiling.

Earthquake early warning systems not only alert the public, they also speed the response of police, fire and other safety personnel by quickly identifying areas hardest hit by the quake.

Existing Law

Current California law is silent on the development of an earthquake early warning system.

This Bill

This bill would designate The Office of Emergency Services, in collaboration with the California Institute of Technology (Caltech), the California Geological Survey, the University of California Berkeley, the United States Geological Survey, and others, to develop a comprehensive

statewide earthquake early warning system in California.

Support

California Institute of Technology
City of Bell Gardens
City of Los Angeles
City of Rancho Cordova
City of South El Monte
City of West Hollywood
Mayor Bill Bogaard of the City of Pasadena
Town of Los Altos Hills

ATTACHMENT “C”**Earthquake Early Warning System**
Q & A**What does the earthquake early warning system do?**

A network of seismic sensors, strategically distributed throughout a region, detects approaching waves from the epicenter of an earthquake. The first waves detected by these sensors are P-waves. P-waves are weaker seismic waves which come before destructive S-waves. This data is transmitted to a central site which produces an analysis within a matter of seconds and issues a warning to surrounding areas before destructive waves reach those areas.

How much warning time will it provide?

Warning time can vary depending on a particular location's distance from the epicenter. Locations close to the epicenter are in a “blind zone” and will not be able to receive a warning. Locations outside the “blind zone” could receive between seconds to minutes of warning time. According to the U.S. Geological Survey, an earthquake early warning system on the west coast could provide as much as 60 seconds warning time before the arrival of stronger, destructive waves.

What other countries either have or are developing an earthquake early warning system?

- Mexico
- Japan
- Istanbul, Turkey
- Bucharest, Romania
- Italy
- Taiwan
- China

How have those systems been successful?

In March 2012, Mexico experienced a 7.4 magnitude earthquake. Although there was significant property damage (estimated at \$100 million), there were no fatalities. The warning system had provided enough warning time for the driver and passengers of a bus to successfully evacuate before a pedestrian bridge collapsed on it. It was also reported that prior to the earthquake reaching Mexico City, 56 students ages 6 months to 6 years were already evacuated and gathered in a secure area. Others evacuated office buildings and had an additional 10 seconds before the earthquake reached them. About 20 minutes after the quake, electricity and cell phone service was restored, allowing schools to notify parents of their children's safety.

Japan also experienced similar success with their earthquake early warning system when a 9.0 magnitude offshore earthquake struck the country in March 2011. The earthquake early warning system, implemented in 2007, was able to give people a minimum of 5 seconds to 30 seconds warning time. It was reported that in this time, the warnings triggered the automatic shutdown of facilities and infrastructure for critical companies and the East Japan Railway Company

decelerated and stopped 11 of its bullet trains with 5-10 seconds to spare before the earthquake was felt. In addition, manufacturing companies and government buildings had enough time to stop 16,740 elevators at their nearest floors, allowing its passengers to evacuate. Professor Kensuke Watanabe at the University of Sendai received a text message earthquake warning. This allowed him enough time to instruct his class to take cover underneath their desks, protecting them from falling objects. Fortunately, none were injured from Professor Watanabe's group.

What systems do we have in place now?

The United States has the Advanced National Seismic System to analyze and monitor seismic events throughout the nation.

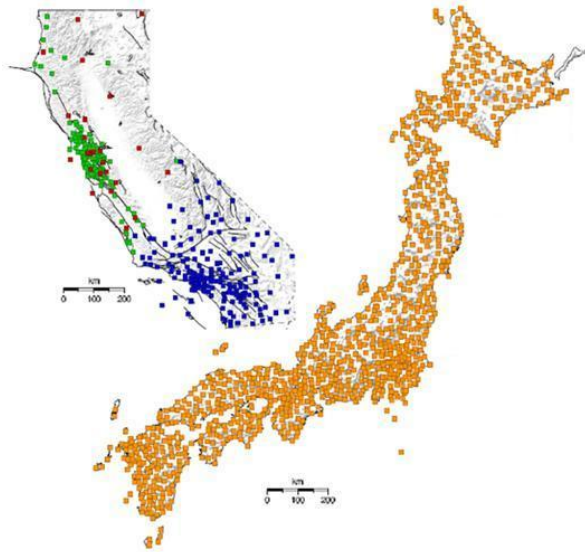
Here in California, the California Integrated Seismic Network functions as a statewide seismic activity monitoring system. This system was developed through a collaborative effort between California Institute of Technology, University of California, Berkley, United States Geological Survey, California Emergency Management Agency, and California Geological Survey. Not only does the network monitor seismic activity in California, it generates and distributes ShakeMap along with other information related to public safety, emergency response, and recovery.

Both existing nationwide and statewide operations can be easily integrated into an early earthquake warning system.

How does California's Integrated Network System compare to those in other countries?

All earthquake early warning systems are tailor made for the each region's unique geographic fault placement. The best system to establish a comparison with is between California and Japan since they are closely related in size (California: 163,700 sq. ft.; Japan 145,900 sq. ft.).

According to the U.S. Geological Survey, the quantity and placement of the seismic sensors of California's Integrated Network System are lacking compared to Japan's robust system. California needs to increase the density of its seismic sensors and stations for an effective earthquake early warning system. By doing so, there will be less "blind zones" and warnings can be issued faster.



California vs. Japan

Why does California need an earthquake early warning system?

The California Institute of Technology and the Japan Agency for Marine-Earth Science and Technology published a study concluding for the first time that a STATEWIDE California earthquake involving BOTH the Los Angeles and San Francisco metropolitan areas may very well be possible. This should be of concern to all Californians.

Even without this new study we have serious reason for concern. The Uniform California Earthquake Rupture Forecast released in 2008 predicted a 99.7 percent likelihood of a magnitude 6.7 quake and a 94% chance of a magnitude 7.0 or greater in the next 30 years.



CISN Shake/Alert

An Earthquake Early Warning Demonstration System for California

Earthquake Early Warning Project

Frequently Asked Questions

What is Earthquake Early Warning?

When an earthquake occurs seismic waves radiate from the epicenter like waves on a pond. It is these waves we feel as earthquake shaking and cause damage to structures. The technology exists to detect moderate to large earthquakes so quickly that a warning can be sent to locations outside the area where the earthquake begins before these destructive waves arrive.

How do Earthquake Early Warning systems work?

Currently, there are two approaches to earthquake early warning (EEW): the “single station” (“on-site”) approach and the “network” approach.

Single-station approach: In this approach a single sensor detects the arrival of the faster but weaker P-wave and warns before the arrival of the slower, more destructive S-wave. This approach is relatively simple, but it is less accurate and more prone to false alerts compared to the network approach.

Network approach: The network approach utilizes many seismic sensors that are distributed across a wide area where earthquakes are likely to occur. This network of sensors sends data to a central site where ground motion signals are analyzed, earthquakes are detected and warnings are issued. The network approach is considered to be slower, but more reliable than the on-site approach. This is because it uses information from many stations to confirm that the ground motion detected is actually from an earthquake and not from some other source of vibration. Using a network of seismic sensors has the advantage that these stations are used constantly for monitoring daily small earthquakes so the system will be maintained and exercised routinely. Only a regional network of sensors is capable of characterizing large, complex earthquakes as they evolve. Thus, forecasts gain accuracy as more data are recorded and analyzed.

California routinely experiences small and moderate earthquakes that do little or no damage. In the vast majority of cases, EEW will alert users that although the ground is about to shake, the expected shaking will be predicted to be slight or moderate. Only in the rare case of a large earthquake will there be a warning of strong shaking.

Why not just use on-site seismometers instead of a networked system?

Earthquake early warning can be based on data from a single station or from a network of stations, or a combination of the two. In a “single station” warning system, data does not need to be sent to a central processing site. However, using only one station to detect ground motion and provide an alert is more prone to false alarms. Accuracy and warning time are maximized when using a combination of warnings from single stations and a regional seismic network. For the optimum performance during a moderate to large earthquake, we combine on-site and regional warning approaches in the CISN ShakeAlert demonstration system.

How does California’s current earthquake monitoring system support EEW?

The California Integrated Seismic Network (CISN) is a collaborative effort between Caltech, UC Berkeley, USGS, CalEMA and California Geological Survey (CGS) and currently operates a network of hundreds of seismic sensors in California. The CISN that is mainly funded by USGS, CalEMA, and CGS monitors and notifies about earthquake activity in California. The CISN generates and distributes ShakeMap and other products for emergency response, post-earthquake recovery, earthquake engineering, and seismological research. Although not sufficient for a robust EEW system, the CISN network provides the backbone on which to efficiently and cost-effectively build a regional early warning system. Leveraging the existing investment in earthquake monitoring has several advantages. First, it reduces the startup costs of an EEW system by using

sensors and other infrastructure that already exists. Second, by being integrated with current earthquake monitoring the system will be supported, tested, and developed by the nation's experts in the field. Finally, building on the existing CISN network means that all the improvements for EEW also result in improved information for emergency response and aftershock forecasting.

How much warning time will there be?

The amount of warning time at a particular location depends on its distance from the earthquake epicenter. Locations very close to the earthquake epicenter that are within the 'blind zone' will receive no warning. Locations far removed from the earthquake epicenter would receive lots of warning time but may not experience damaging shaking. For locations in between, the warning time could range from seconds to minutes. The benefits of EEW are greatest for earthquakes greater than magnitude 7 where the area of strong shaking is large. EEW would be most effective in a case where the earthquake begins on a fault far from your location and the rupture propagates toward your location. This would be the case for an earthquake beginning at the northern end of the San Andreas Fault and rupturing south towards the San Francisco Bay Area, or an earthquake starting near the Salton Sea and rupturing north toward Los Angeles, which was the scenario event in the 2008 ShakeOut exercise. The chart below explains the distance dependence of warning times.

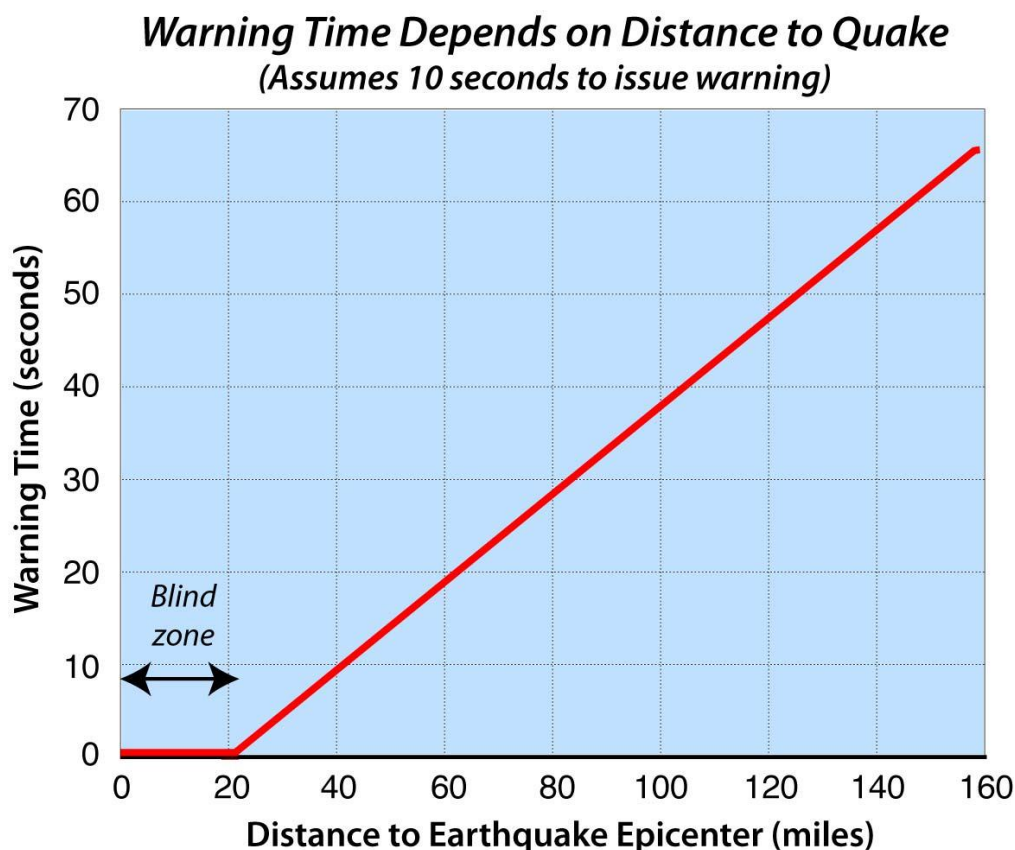


Figure 1: Warning time depends on your location's distance from where the earthquake begins. The slanted red line shows how warning time increases with distance from the epicenter. In this case, warning time increases beyond the 21 mile-radius blind zone with, for instance, approximately 10 seconds warning at 40 miles distance. Ongoing research is focused on reducing the size of the blind zone.

How realistic is a government-run EEW system? Are there systems in operation now?

EEW systems are now either operational or are being implemented in several countries. Mexico City has had a system since 1991. Japan has had a nationwide public warning system since 2007. There are also systems in Istanbul, Turkey, Bucharest, Romania, China, Italy, and Taiwan. All of these systems are tailor made for the local system of faults and thus cannot easily be adapted to California.

In the United States, USGS is funding research into earthquake early warning in California with several research partners: UC Berkeley, Caltech, the Southern California Earthquake Center (SCEC) and Eidgenössische Technische Hochschule (ETH), Zürich. With these partners, and by leveraging federal and state investments already made in the Advanced National Seismic System to monitor earthquake activity, an EEW system in the US administered by the USGS is a realistic expectation of leaders and the community. By being part of an existing, active seismic network, the early warning system will be tested and monitored daily through existing operations. Additionally, building on the existing National System means all the infrastructure improvements for EEW will also result in improved information for emergency response and aftershock forecasting.

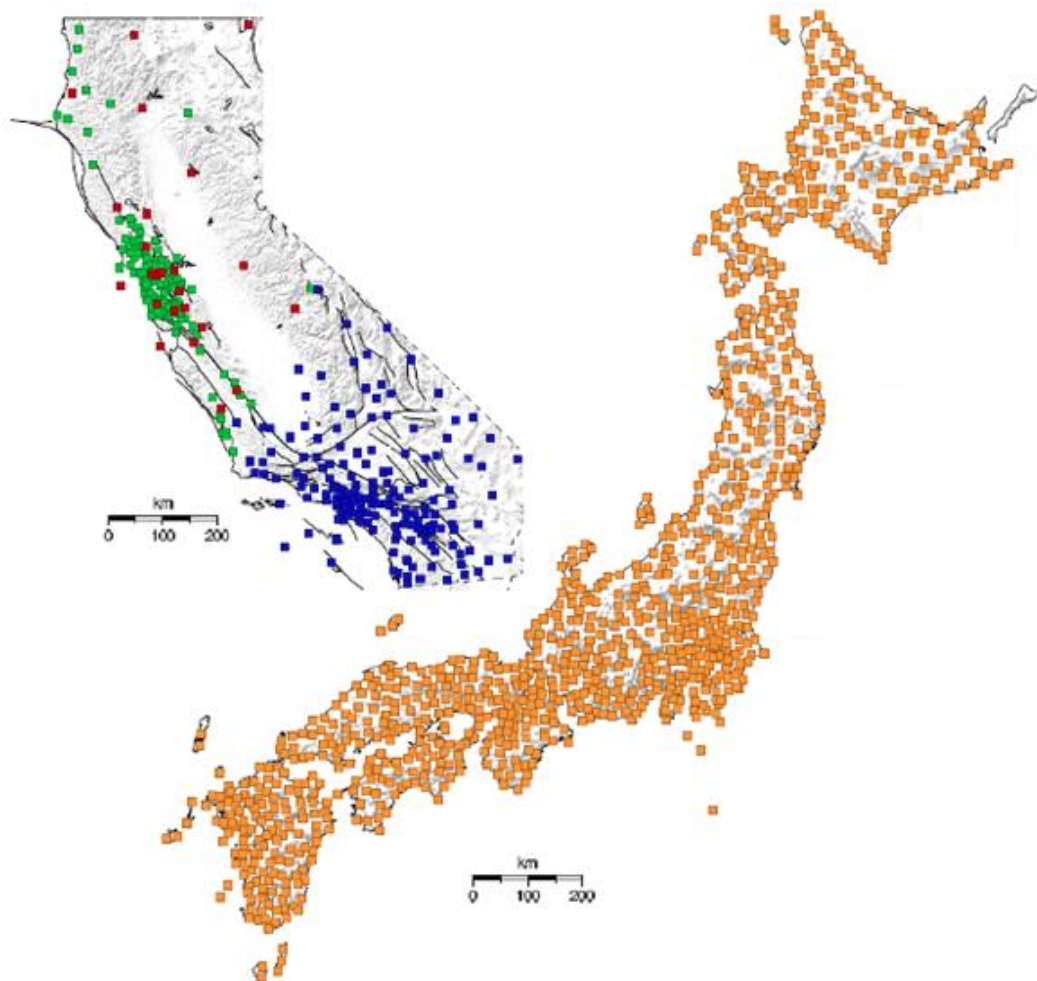


Figure 2: Earthquake sensor density: California versus Japan. New sensors need to be added in California to shorten the CISN sensors spacing to approximately 12 miles to facilitate timely EEW. The shorter the station spacing, the smaller the blind zone will be because warnings can be issued faster.

Who will issue the warnings?

Under the Disaster Relief Act of 1974, popularly known as the Stafford Act (P.L. 92–288), the USGS has the Federal responsibility to issue alerts for earthquakes, to enhance public safety, and to reduce losses through effective forecasts and warnings. USGS already issues rapid, automatic earthquake information via the Internet, email, text messages, and social media.

How will warnings be delivered?

Every available technology will be used to insure that EEW messages reach as many people and as quickly as possible. Most currently available mass messaging technologies are too slow for EEW. However, many promising technologies are on the horizon like broadcast text messaging, smartphone apps and recent upgrades to the national Integrated Public Alert and Warning System. EEW uses will open the door to many public/private partnerships.

The EEW system must be connected with users of the warning ahead of time, and therefore requires a public outreach effort upon implementation to make people aware of the system and how to respond to it. Responses are most effective when automated and pre-established so the recipients know what action to take when they get a warning.

How can an earthquake early warning be used?

The uses for EEW fall into two major categories: warning people to take protective action and triggering automatic responses in places like factories.

EEW uses range from the simple to the complex. Here are some examples:

- Transportation: Slowing or stopping trains, stopping airport take-offs and landing, closing vulnerable bridges, slowing or stopping traffic by turning all signals red, including freeway entrances
- Utilities: opening/closing critical valves in pipelines; shutting down systems, reroute power, securing field personnel in safe positions
- Construction: Placing cranes and lifts in safe positions, moving people from unsafe locations
- Office: Stopping elevators at the nearest floor and opening the doors, moving away from windows to interior/safer spaces
- Industrial: Closing valves, slowing or stopping production lines and sensitive processes, moving employees away from hazardous materials
- Medical: Halting dental operations, surgery, laser procedures, etc.
- Restaurants: Shutting off heat sources, securing/avoiding dangerous areas like deep fryers
- Schools: Warning school children to drop, cover and hold on
- Emergency: Alert first-responders in the field to temporarily retreat to safe spaces, triggering doors to open for emergency vehicles, start generators
- Cars & trucks: Instruct alerted drivers to turn on emergency flasher (to warn others) and to slow down
- General: Alerting the public to prepare physically and psychologically for the impending shaking

Are there any limitations to the system?

No system is perfect. No warning will be possible in a “blind zone” within 15-20 miles of the epicenter that is shaken in the first few seconds of the quake. It is also possible the system might send warnings for earthquakes too small to cause damage or when there is no earthquake at all. Finally, the system could fail to send warnings or send them too late to be acted upon. While all these “failure modes” are possible, rigorous planning and testing should minimize them. In many situations automatic systems can use information about time, location, magnitude and certainty in the warning notification to make decisions about the appropriate action to take in a particular context.

How long before a full system will be operating and sending messages to the general public?

In order to have a fully developed system, three steps are necessary: the development of the technology to provide warnings to the public, education about the meaning of the warnings, and investment in the seismic infrastructure to improve the rapid detection of earthquakes.

In late 2011 a demonstration project began sending live notifications to a small number of selected test users in the business, utility and transportation sectors of California. *Public warnings will not be sent as part of this demonstration project.* Additional investment in sensors, communications infrastructure, software development and operations personnel will be required to create a robust public system. There is currently no commitment to fund such an effort.

How much will a fully developed and operational system cost?

The CISN that operates the statewide infrastructure for earthquake monitoring will also be the backbone of a future EEW system. Currently, the annual budget for the CISN that is funded by the USGS/ANSS, CalEMA, and others is about \$15M/yr.

Additional sensor sites, upgraded data communications, algorithm development, new software systems, and robustness features are needed before EEW can be made fully operational. The cost of a robust, fully operational EEW-capable CISN system in California is estimated to be about an additional \$80M over 5 years. However, detailed budget and implementation planning has not been made yet. A similar capability in the Pacific Northwest is estimated to cost \$65M over 5 years. Not included in these budget numbers are costs associated with user implementation of EEW. Today, the EEW effort benefits from smaller increments of funding, such as provided by the USGS and the Betty and Gordon Moore Foundation, which are being used to continue the EEW research, develop proto-type distribution systems, and working with early adopters.

What is the role of the private sector, and will jobs be created?

In Japan jobs have been created in the private sector. These advanced technology companies evaluate the needs of each EEW user and provide value-added application technology to the EEW signals from the Japanese Meteorological Agency (JMA). Such private-sector products also tailor the EEW signal for use in specific applications such as for equipment protection and safety in semi-conductor factories.

We envision such private companies in the US will develop smart EEW-user technology to take automated action based on the EEW signals generated by the CISN. Such technology may safeguard the energy grid, water systems, high-speed rail, open firehouse garage doors, move elevators to the nearest floor, warn doctors treating patients, sound alarms via paging systems in schools, as well as have numerous smart industrial applications. In particular, the power utilities can re-route power around areas of intense shaking. Possible damage to pumping stations in the water system could be mitigated with EEW signals. Also, people working on power systems or on water systems can be warned to enable them to move to safety before shaking arrives.

Contacts for more information on CISN and EEW:

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Latest Update: 26 March 2012