



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

SAN FERNANDO CITY COUNCIL NOTICE AND AGENDA OF A SPECIAL MEETING

TUESDAY, MAY 29, 2012 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

NOTICE IS HEREBY GIVEN that the San Fernando City Council will hold a Special Meeting on **Tuesday, May 29, 2012, at 6:00 p.m.** in the Council Chambers, located at 117 Macneil Street, San Fernando, California.

The **AGENDA** for this meeting is as follows:

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Brenda Esqueda

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

SAN FERNANDO CITY COUNCIL
NOTICE AND AGENDA OF A SPECIAL MEETING
TUESDAY, MAY 29, 2012 – 6 PM
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CONTINUED BUSINESS

1) **APPROVAL OF SERVICE AGREEMENT WITH MISSION AMBULANCE FOR LIFEGUARD STAFFING SERVICES AT THE SAN FERNANDO REGIONAL POOL FACILITY**

Recommend that City Council:

- a. Approve a Service Agreement with Mission Ambulance to provide staffing services (including lifeguards, senior lifeguards, and pool attendants) for the San Fernando Regional Pool Facility; and
- b. Authorize the Mayor and City Administrator to execute the Agreement.

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 24 hours prior to the meeting.

*Elena G. Chávez, City Clerk
Signed and Posted: May 25, 2012 (12:00 p.m.)*

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web Site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this special 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 24 hours prior to the meeting.



San Fernando City Council

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Brenda Esqueda and Councilmembers

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

DATE: May 29, 2012

SUBJECT: Approval of Service Agreement with Mission Ambulance for the Lifeguard Staffing Services at the San Fernando Regional Pool Facility

RECOMMENDATION:

It is recommended that City Council:

- a. Approve a Service Agreement (Attachment "A") with Mission Ambulance (Mission) to provide staffing services (including lifeguards, senior lifeguards, and pool attendants) for the San Fernando Regional Pool Facility (Pool Facility); and
- b. Authorize the Mayor and City Administrator to execute the Agreement.

BACKGROUND:

1. In June 2009, the City Council met with the San Fernando Aquatics Foundation to discuss their request to take over the day-to-day operations of the San Fernando Regional 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.
2. In June and July 2009, the City Council held several meetings to discuss the City budget. Specific discussion was held concerning 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.

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3. 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 2009.
4. 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 2010. The projected revenue shortfall of \$185,705 for the six-month period was approved to be covered by 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.
5. On February 16, 2010, the Recreation and Community Services (RCS) Director presented several options to City Council to increase revenues and decrease expenses for the FY 2010-2011 operation and maintenance at 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

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12. On May 2, 2011, the City Council approved a Service Agreement with SFFR to provide staffing services for the Pool Facility.
13. On June 11, 2011, the Pool Facility reopened to the general public.
14. On April 27, 2012, the RCS Department released a Request for Proposals (RFP) for lifeguard services for the Pool Facility.
15. On May 11, 2012, the RCS Department received three proposals in response to the released RFP.
16. On May 21, 2012, the City Council directed staff to provide a detailed cost comparison for lifeguard services by Mission Ambulance and the City of San Fernando.

ANALYSIS:

Comparison of Key Benefits

Key Benefits Comparison	
Mission Ambulance	City of San Fernando
<ul style="list-style-type: none"> • Advertise, recruit, screen and hire lifeguards. • Perform or obtain legally permissible drug testing and background checks of lifeguards with respect to criminal conviction records, driving records, credit history, etc. • Ensure all lifeguards meet Federal and State laws for employment. • Provide payroll services for hired lifeguards that include all withholding, reporting, and payment of taxes. • Responsible for initial general liability claims. • Responsible for initial Workers Compensation claims. • Responsible for any unemployment claims. • No 1,000 hour restrictions for lifeguards • Provide training for CPR and First-Aid classes. 	<ul style="list-style-type: none"> • Advertise, recruit, screen and hire lifeguards. • Perform or obtain legally permissible drug testing and background checks of lifeguards with respect to criminal conviction records, driving records, credit history, etc. • Ensure all lifeguards meet Federal and State laws for employment. • Provide payroll services for hired lifeguards that include all withholding, reporting, and payment of taxes. • No restrictions for paying overtime to lifeguards after working eight hours in a day, not to exceed 40 hours in a week. • Lower hourly salary for lifeguards.

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Key Benefits Comparison	
Mission Ambulance	City of San Fernando
<ul style="list-style-type: none"> • Provide emergency lifeguards/staff for pool operations and/or special events. • Provide equipment required for operations (1-AED, 2 backboards, rescue tubes, trauma kits, desktop computer, fax machine, and printer). 	

Price Analysis

City of San Fernando Lifeguard Salaries & Benefits							
30 Staff	Hourly Wage	Projected Hours FY 12-13	Total Wage	Social Security	Workers Comp.	Life Insurance	Total
Senior Lifeguards	\$15.24	3,000	\$ 45,720.00	\$ 3,497.58	\$ 3,323.84	\$ 1,575.00	\$54,116.42
Lifeguards	\$14.51	8,100	\$ 117,531.00	\$ 8,991.12	\$ 8,544.50	\$ 1,575.00	\$136,641.63
Pool Attendants	\$13.16	1,100	\$ 14,476.00	\$ 1,107.41	\$1,052.41	\$ 1,575.00	\$ 18,210.82
TOTAL							\$208,968.87

City of San Fernando Predicted Unemployment Costs			
	Cost/Week	Costs/Week (9 Months)	Total Costs (18 Claims)
Cost for each claim	\$201.00	\$ 7,839.00	\$ 141,102.00
TOTAL			\$141,102.00
LIFEGUARDS SALARIES, BENEFITS, & UNEMPLOYMENT TOTAL			\$350,070.87

Mission Ambulance Operation Costs			
30 Staff	Hourly Wage	FY 12-13 Projected Hours	Total Costs
Senior Guards	\$21.82	3000	\$ 65,460.00
Lifeguards	\$19.57	8100	\$ 158,517.00
Pool Attendants	\$14.81	1100	\$ 16,291.00
TOTAL			\$ 240,268.00

TOTAL Annual Cost Comparison of Lifeguard Services		
	City of San Fernando	Mission
Salaries, benefits, unemployment	\$ 350,070.87	\$ 240,268.00
Backgrounds checks/physicals	\$ 3,000.00	\$ 3,000.00
Equipment replacement	\$ 7,295.00	\$ 0
TOTAL	\$360,365.87	\$243,268.00

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Potential Liability Costs for the City of San Fernando (in the event of a claim)		
Insurance	City of San Fernando	Mission
General Liability (Annual Deductible)	\$ 250,000.00	\$0
Worker Compensation (Annual Deductible)	\$ 500,000.00	\$0
TOTAL	\$ 750,000.00	\$0

CONCLUSION:

It is recommended that the City Council approve and authorize the Mayor and City Administrator to execute a Service Agreement with Mission to provide staffing services that includes: lifeguards, senior lifeguards, and pool attendants for the Pool Facility. The agreement with Mission will ensure the City of San Fernando continues to provide quality services at the Pool Facility.

BUDGET IMPACT:

There will be no budget impact to the General Fund for FY 2011-2012. This item is being budgeted for FY 2012-2013.

ATTACHMENT:

A. Lifeguard Staffing Service Agreement

ATTACHMENT "A"**SAN FERNANDO REGIONAL POOL FACILITY STAFFING AGREEMENT**

This agreement ("Agreement") is made this 29th 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 8, 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 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 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 Thousand Two Hundred Sixty Eight Dollars and Nero Cents (\$240,268.00). 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 June 30, 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 any such claim or lawsuit and shall cooperate with City and its counsel in the defense of such claim or lawsuit.
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

ACCEPTED:
THE CITY OF SAN FERNANDO

By: _____

By: _____

Print Name:

Print Name:

Title:

Title:

Address:

Address:

Date:

Date:

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:

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

JOB-RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

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

Ability to:

1. Enforce swimming pool rules and regulations.
2. Establish and maintain effective working relationships with the general public, children, and staff.
3. Train pool personnel.
4. 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.