



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY



OCTOBER 19, 2011

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

CLOSED SESSION MEETING – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.

THE CITY COUNCIL ALSO SITS AS THE CITY OF IMPERIAL BEACH REDEVELOPMENT AGENCY, PLANNING COMMISSION, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 423-8301, as far in advance of the meeting as possible.

CLOSED SESSION CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code section 54956.9(b)(1) (1 case)

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/ REPORTS ON ASSIGNMENTS AND COMMITTEES

COMMUNICATIONS FROM CITY STAFF

PUBLIC COMMENT - *Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.*

PRESENTATIONS (1)

None.

Any writings or documents provided to a majority of the City Council/RDA/Planning Commission/Public Financing Authority regarding any item on this agenda will be made available for public inspection in the office of the City Clerk located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 during normal business hours.

CONSENT CALENDAR (2.1-2.3) - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 79177 through 79252 with a total amount of \$1,909,766.42.

2.2 NO ITEM.

2.3 RESOLUTION NO. 2011-7099 EXTENDING THE COLLECTION OF VEHICLE REGISTRATION FEES FOR ABANDONED VEHICLE ABATEMENT PROGRAM. (0470-32)

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1)

5.1 JEFF NEW, (PROPERTY OWNER/APPLICANT); ADMINISTRATIVE COASTAL PERMIT (ACP 100017), TENTATIVE PARCEL MAP (TPM 100018) AND VARIANCE (VAR 110007) FOR A ONE-LOT TENTATIVE PARCEL MAP TO CONVERT TWO EXISTING RESIDENTIAL UNITS INTO CONDOMINIUMS AND TO ALLOW A PORTION OF THE EXISTING BUILDING TO ENCROACH 1.7 FEET INTO THE REQUIRED REAR YARD SETBACK AT 253, 255 ELM AVENUE (APN 625-361-07-00), IN THE R-2000 (MEDIUM DENSITY RESIDENTIAL) ZONE. MF 1037. (0600-20)

City Manager's Recommendation:

1. Declare public hearing open;
 2. Receive public testimony;
 3. Close public hearing; and
 4. Adopt Resolution No. 2011–7100, approving ACP 100017, TPM 100018 and VAR 110007 which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.
- OR
5. Deny the variance application.

REPORTS (6.1-6.5)

6.1A-D OVERVIEW OF PACKAGE OF FOUR PARAMEDIC SERVICES AGREEMENTS. (0250-20) Refer to agenda packet for overview.

6.1A RESOLUTION NO. 2011-7102 AUTHORIZING THE CITY MANAGER TO EXECUTE A REVISED AND RESTATED AGREEMENT WITH AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. FOR BASIC AND ADVANCED LIFE SUPPORT TRANSPORT SERVICE WITHIN THE EXCLUSIVE OPERATION AREA (EOA) THAT SERVES THE CITY OF CHULA VISTA, IMPERIAL BEACH, AND BONITA/SUNNYSIDE FIRE PROTECTION DISTRICT. (0250-20)

City Manager's Recommendation: Adopt resolution.

6.1B RESOLUTION NO. 2011-7103 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ENTITLED “PRE-HOSPITAL EMERGENCY MEDICAL FIRST RESPONDER ADVANCED LIFE SUPPORT (ALS) SERVICES AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND AMERICAN MEDICAL RESPONSE, INC.” (SIDE LETTER). (0250-20)

City Manager's Recommendation: Adopt resolution.

Continued on Next Page

REPORTS (Continued)

6.1C RESOLUTION NO. 2011-7104 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE INCLUSION OF THE CITY OF IMPERIAL BEACH INTO THE REGIONAL COOPERATIVE CARE PROGRAM (RCCP). (0250-20)

City Manager's Recommendation: Adopt resolution.

6.1D RESOLUTION 2011-7101 AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE FOR THE FIRE STATION LOCATED AT 865 IMPERIAL BEACH BOULEVARD. (0250-20)

City Manager's Recommendation: Adopt resolution.

6.2 RESOLUTION NO. 2011-7107 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD. (0520-60)

City Manager's Recommendation: Adopt resolution.

6.3 RESOLUTION NO. 2011-7108 AUTHORIZING APPROVAL OF AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING NO. 5001253 BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND THE CITY OF IMPERIAL BEACH REGARDING THE CONTRIBUTION OF ADDITIONAL FUNDING TOWARDS THE REGIONAL BEACH SAND PROJECT II. (0220-70)

City Manager's Recommendation: Adopt resolution.

6.4 RESOLUTION NO. 2011-7105 AUTHORIZING THE INSTALLATION OF UP TO TEN (10) NEW SEWER MAIN DEAD END MANHOLES TO STREET IMPROVEMENT RDA PHASE 4/5 (CIP S11-105) AND APPROPRIATING SEWER ENTERPRISE RESERVE FUNDS TO STREET IMPROVEMENT RDA PHASE 4/5 (CIP S11-105) (0830-10)

City Manager's Recommendation: Adopt resolution.

6.5 RESOLUTION NO. 2011-7106 APPROVING APPLICATION FOR GRANT FUNDS FOR THE URBAN GREENING GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84) (0390-86 & 0680-20)

City Manager's Recommendation: Adopt resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

The Imperial Beach City Council welcomes you and encourages your continued interest and involvement in the City's decision-making process.

FOR YOUR CONVENIENCE, A COPY OF THE AGENDA AND COUNCIL MEETING PACKET MAY BE VIEWED IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT www.cityofib.com.

/s/
Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: October 19, 2011
ORIGINATING DEPT.: Michael McGrane *MM*
 Finance Director
SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

As of April 7, 2004, all large warrants above \$100,000 will be separately highlighted and explained on the staff report.

Vendor	Check	Amount	Description
County of San Diego	79215	\$661,689.92	RDA Pass Thru Payments FY2009-2011
South Bay Union SD	79241	\$379,150.42	RDA Pass Thru Payments FY2009-2011
Southwestern College	79242	\$119,563.19	RDA Pass Thru Payments FY2009-2011
Sweetwater Union HS	79246	\$443,699.53	RDA Pass Thru Payments FY2009-2011

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
79177-79205	09/30/11	\$ 74,631.58
79206-79252	10/06/11	1,835,134.84
	TOTAL	<u>\$ 1,909,766.42</u>

FISCAL IMPACT:

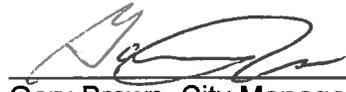
Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

It is respectfully requested that the City Council ratify the warrant register.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Warrant Registers

PREPARED 10/10/2011, 9:04:51
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 09/30/2011 TO 10/07/2011

PAGE 1
 BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
09/30/2011	79177	ADT SECURITY SERVICES, INC.	103	85.32		
101-6010-451.21-04	09/10/2011	OCTOBER 2011	55277230	120227	03/2012	85.32
09/30/2011	79178	AFLAC	120	1,069.56		
101-0000-209.01-13	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	534.78
101-0000-209.01-13	09/29/2011	PE 09/22/2011	179131		03/2012	534.78
09/30/2011	79179	ALTERNATIVE ENERGY TECHNOLOGIE	1971	13,436.35		
248-1920-519.20-06	09/21/2011	C&G-606 SPRUCE ST	7023474CI	120224	03/2012	13,436.35
09/30/2011	79180	AT&T TELECONFERENCE SERVICES	1827	92.09		
101-1110-412.28-04	09/01/2011	8/15/11 SUPREME COURT ABX	09-01-2011	F12016	03/2012	2.64
101-1110-412.28-04	09/01/2011	8/15/11 SUPREME COURT ABX	09-01-2011	F12016	03/2012	34.10
101-1110-412.28-04	09/01/2011	8/18/11 SUPREME COURT AND	09-01-2011	F12016	03/2012	55.35
09/30/2011	79181	CALIFORNIA AMERICAN WATER	612	13,529.22		
101-5010-431.27-02	09/19/2011	05-0110529-0 07/14-09/14	10-11-2011		03/2012	40.79
101-6020-452.27-02	09/19/2011	05-0111454-0 07/14-09/14	10-11-2011		03/2012	33.87
101-1910-419.27-02	09/19/2011	05-0111478-9 07/14-09/14	10-11-2011		03/2012	111.84
101-6020-452.27-02	09/19/2011	05-0111479-7 07/14-09/14	10-11-2011		03/2012	5,461.99
101-5010-431.27-02	09/19/2011	05-0111480-5 07/14-09/14	10-11-2011		03/2012	270.99
101-5020-432.27-02	09/20/2011	05-0424056-5 07/15-09/15	10-11-2011		03/2012	59.27
101-6020-452.27-02	09/20/2011	05-0477133-8 07/15-09/15	10-11-2011		03/2012	425.41
405-1260-413.27-02	09/23/2011	05-0536451-3 07/19-09/20	10-12-2011		03/2012	512.98
405-1260-413.27-02	09/23/2011	05-0546597-1 07/19-09/20	10-12-2011		03/2012	52.25
101-6020-452.27-02	09/21/2011	05-0114612-0 07/18-09/16	10-11-2011		03/2012	69.38
101-5010-431.27-02	09/20/2011	05-0114717-7 07/15-09/15	10-11-2011		03/2012	148.04
101-5010-431.27-02	09/20/2011	05-0115202-9 07/15-09/15	10-11-2011		03/2012	33.87
101-6020-452.27-02	09/20/2011	05-0115205-2 07/15-09/15	10-11-2011		03/2012	4,766.56
101-1910-419.27-02	09/20/2011	05-0115206-0 07/15-09/15	10-11-2011		03/2012	1,063.31
101-1910-419.27-02	09/20/2011	05-0115208-6 07/15-09/15	10-11-2011		03/2012	177.57
101-1910-419.27-02	09/20/2011	05-0115210-2 07/15-09/15	10-11-2011		03/2012	37.97
101-3020-422.27-02	09/20/2011	05-0115211-0 07/15-09/15	10-11-2011		03/2012	170.65
101-5010-431.27-02	09/20/2011	05-0115214-4 07/15-09/15	10-11-2011		03/2012	13.11
601-5060-436.27-02	09/20/2011	05-0115249-0 07/15-09/15	10-11-2011		03/2012	13.11
101-5010-431.27-02	09/21/2011	05-0115949-5 07/18-09/16	10-11-2011		03/2012	13.11
101-5010-431.27-02	09/21/2011	05-0115950-3 07/18-09/16	10-11-2011		03/2012	20.02
101-5010-431.27-02	09/21/2011	05-0116368-7 07/18-09/16	10-11-2011		03/2012	23.48
101-6020-452.27-02	09/21/2011	05-0117419-7 07/18-09/16	10-11-2011		03/2012	9.65
09/30/2011	79182	CALPERS	1550	900.00		
101-1130-412.20-06	08/19/2011	VALUATION FEE	AVL-00001047	120304	02/2012	600.00
101-1130-412.20-06	08/19/2011	VALUATION FEE	AVL-00001049	120304	02/2012	300.00
09/30/2011	79183	COLONIAL LIFE & ACCIDENT	941	266.88		
101-0000-209.01-13	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	133.44
101-0000-209.01-13	09/29/2011	PE 09/22/2011	20110929		03/2012	133.44
09/30/2011	79184	COX COMMUNICATIONS	1073	125.89		
101-6010-451.29-04	09/16/2011	3110015531401 09/13-10/12	10-04-2011	120188	03/2012	125.89

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/30/2011 101-1130-412.20-06	79185 09/16/2011	CYNTHIA TITGEN	2340 09/01/11-09/15/11	09-16-2011	120101 03/2012	340.00 340.00	
09/30/2011 101-1130-412.20-06	79186 08/31/2011	DRUG TESTING NETWORK INC	1195 RANDOM DRUG TEST-SERRANO,	56873	120113 02/2012	96.95 96.95	
09/30/2011 101-3020-422.30-02	79187 09/13/2011	FIRE ETC	924 CHEMGUARD FCP CLS A FOAM	27892	120299 03/2012	450.40 450.40	
09/30/2011 503-1923-419.20-06	79188 09/05/2011	GOOGLE, INC.	2009 AUG 2011	3224129	120229 03/2012	70.00 70.00	
09/30/2011 503-1923-419.20-06 503-1923-419.20-06	79189 09/15/2011 07/22/2011	GTC SYSTEMS INC	1910 IT CONSULTING SERVICES IT CONSULTING SVCS	32206 31515	120372 03/2012 120371 01/2012	895.00 195.00 700.00	
09/30/2011 101-0000-209.01-08	79190 09/29/2011	I B FIREFIGHTERS ASSOCIATION	214 PE 09/22/2011	20110929	03/2012	216.50 216.50	
09/30/2011 101-0000-209.01-10	79191 09/29/2011	ICMA RETIREMENT TRUST 457	242 PE 09/22/2011	20110929	03/2012	5,525.12 5,525.12	
09/30/2011 101-1010-411.28-01 101-1020-411.28-01 101-1110-412.28-01 101-1130-412.28-01 101-1210-413.28-01 101-1230-413.28-01 101-1920-419.20-17 101-3020-422.28-01 101-3030-423.28-01 101-5020-432.28-01	79192 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011 09/20/2011	IKON OFFICE SOLUTIONS, INC.	2392 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11 10/10/11-11/10/11	2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292 2831292	120374 03/2012 120374 03/2012	1,774.00 28.24 28.38 28.38 28.38 113.71 113.71 1,092.07 113.71 113.71 113.71 113.71 113.71	
09/30/2011 101-6010-451.21-04	79193 09/27/2011	JESSOP & SON LANDSCAPING	479 SEPTEMBER 2011	388350	120228 03/2012	3,052.83 3,052.83	
09/30/2011 101-1210-413.28-11	79194 09/01/2011	JET GRAPHICS, INC.	2022 SECURITY PAPER-BL	109692-C	120307 03/2012	528.64 528.64	
09/30/2011 101-5000-532.20-06 245-1240-513.20-06 101-1920-419.20-06 101-1920-419.20-06 101-0000-221.01-02	79195 09/08/2011 09/08/2011 09/08/2011 09/13/2011 09/08/2011	KANE, BALLMER & BERKMAN	1828 AUG 2011-9TH/PALM AVE DDA AUG 2011-AMERICAN LEGION AUG 2011-PALM AVE COM RDV AUG 2011-RDA ISSUES AUG 2011-SEACOAST INN	17213 17214 17215 17163 17216	111163 03/2012 111163 03/2012 111163 03/2012 111163 03/2012 03/2012	13,121.20 6,114.17 1,329.17 3,804.19 1,782.00 91.67	
09/30/2011 101-5000-532.20-06	79196 09/08/2011	KEYSER MARSTON ASSOC INC	620 AUG 2011 SERVICES	0024299	111162 03/2012	5,201.69 1,391.88	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
245-1240-513.20-06	09/08/2011	AUG 2011 SERVICES	0024299	111162	03/2012	2,563.03
402-5000-532.20-06	09/08/2011	AUG 2011 SERVICES	0024299	111162	03/2012	1,095.53
216-1240-413.20-06	09/08/2011	AUG 2011-AFFORDABLE HOUSI	0024299A	F12017	03/2012	151.25
09/30/2011	79197	KOA CORPORATION	611			1,340.00
101-5000-532.20-06	08/31/2011	07/20-08/14/11-9TH/PALM	JB14094X2	120369	02/2012	1,340.00
09/30/2011	79198	MASON'S SAW & LAWNMOWER	923			88.96
101-6020-452.30-02	09/15/2011	TRIMMER LINE	258249	120039	03/2012	88.96
09/30/2011	79199	MASTAW, PERRY	2			50.00
101-0000-321.72-10	09/20/2011	OL REFUNDS	0002313		03/2012	50.00
09/30/2011	79200	MOBILE HOME ACCEPTANCE CORPORA	1533			296.31
408-5020-432.25-01	09/23/2011	10/07/11-11/06/11	161095	120205	03/2012	296.31
09/30/2011	79201	OPPER & VARCO LLP	1626			203.60
101-1920-419.20-06	09/09/2011	AUG 2011-PALM AVE/GENERAL	16387	111166	03/2012	203.60
09/30/2011	79202	RANCHO AUTO & TRUCK PARTS	1685			168.29
501-1921-419.28-16	09/01/2011	FILTERS/STOCK	7693-89263	120028	03/2012	139.90
501-1921-419.28-16	08/30/2011	#147 THERMOSTAT	7693-89041	120028	02/2012	29.86
501-1921-419.28-16	08/30/2011	CR FILTERS RETURNED	7693-89056	120028	02/2012	136.62
501-1921-419.28-16	09/14/2011	#619 DISK BRAKE PAD SET	7693-90779	120028	03/2012	43.05
501-1921-419.28-16	09/14/2011	#619 HARDWARE	7693-90844	120028	03/2012	5.50
501-1921-419.28-16	09/15/2011	OIL FILTERS/WIPER BLADES	7693-90890	120028	03/2012	55.36
501-1921-419.28-16	09/15/2011	CREDIT RTND FILTERS	7693-90923	120028	03/2012	119.83
501-1921-419.28-16	09/19/2011	OIL FILTER	7693-91288	120028	03/2012	16.41
501-1921-419.28-16	09/21/2011	FLEETRANNER	7693-91657	120028	03/2012	46.01
501-1921-419.28-16	09/22/2011	FILTERS/OIL/CLAMPS	7693-91707	120028	03/2012	88.65
09/30/2011	79203	SEIU LOCAL 221	1821			1,464.68
101-0000-209.01-08	09/29/2011	PE 09/22/2011	20110929		03/2012	1,464.68
09/30/2011	79204	SKS INC.	412			9,292.22
501-1921-419.28-15	09/15/2011	1030 GAL REG FUEL	1242912-IN	120058	03/2012	3,788.83
501-1921-419.28-15	09/22/2011	1131.8 G REG/400.1 G DISL	1243082-IN	120058	03/2012	5,503.39
09/30/2011	79205	WAXIE SANITARY SUPPLY	802			949.88
101-6040-454.30-02	09/13/2011	JANITORIAL SUPPLIES	72853475	120025	03/2012	949.88
10/06/2011	79206	AECOM TECHNICAL SERVICES, INC.	2109			57,269.99
402-5000-532.20-06	09/20/2011	AUG 2011 SERVICES	37165833	120116	03/2012	57,269.99
10/06/2011	79207	ALLSTAR FIRE EQUIPMENT INC	1352			209.46
101-3020-422.28-01	09/13/2011	SCBA REPAIR	153744	F12015	03/2012	209.46
10/06/2011	79208	ARROWHEAD MOUNTAIN SPRING WATE	1340			121.48
101-1010-411.30-02	09/22/2011	SEP 2011	0110031149578	120098	03/2012	40.93
101-5020-432.30-02	09/22/2011	SEPT 2011	0110026726646	120222	03/2012	80.55

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10/06/2011	79209	AT&T	2052			2,860.20
503-1923-419.27-04	09/20/2011	3372571583448	2676251		03/2012	355.01
503-1923-419.27-04	09/20/2011	3393431504727	2674642		03/2012	177.51
503-1923-419.27-04	09/20/2011	3393439371447	2677341		03/2012	177.51
503-1923-419.27-04	09/20/2011	3393442323406	2677650		03/2012	177.51
101-1110-412.27-04	09/15/2011	6194230314983	2663230		03/2012	96.00
101-5040-434.27-04	09/15/2011	6194231074813	2663231		03/2012	15.69
101-5040-434.27-04	09/15/2011	6194231675716	2663232		03/2012	15.69
601-5060-436.27-04	09/15/2011	6194232231359	2663233		03/2012	15.22
101-1210-413.27-04	09/17/2011	6194235034	2667187		03/2012	16.00
101-3020-422.27-04	09/17/2011	6194237246664	2666403		03/2012	53.44
101-3020-422.27-04	09/15/2011	6194238222636	2663234		03/2012	11.44-
101-3020-422.27-04	09/15/2011	6194238225966	2663235		03/2012	168.25
101-1920-419.27-04	09/15/2011	6194238300966	2663236		03/2012	213.28
101-5020-432.27-04	09/15/2011	6194238311966	2663237		03/2012	296.42
101-3030-423.27-04	09/15/2011	6194238322966	2663238		03/2012	174.77
101-1130-412.27-04	09/15/2011	6194238617297	2663239		03/2012	69.43
503-1923-419.27-04	09/11/2011	6194243481712	2646241		03/2012	15.81
101-6030-453.27-04	09/11/2011	6194247077654	2646242		03/2012	77.14
101-3020-422.27-04	09/17/2011	6194247359125	2666404		03/2012	8.12-
101-6010-451.27-04	09/22/2011	6195750336814	2678854		03/2012	16.05
101-3020-422.27-04	09/22/2011	6195750361567	2678855		03/2012	11.02-
601-5060-436.27-04	09/17/2011	6195751351887	2666948		03/2012	14.31
101-1010-411.27-04	09/17/2011	6196281352138	2606405		03/2012	17.72
101-1230-413.27-04	09/17/2011	6196281356950	2666406		03/2012	165.93
101-3040-424.27-04	09/17/2011	6196281357370	2666407		03/2012	66.42
101-3070-427.27-04	09/17/2011	61962813595036	2666408		03/2012	44.72
101-1210-413.27-04	09/17/2011	6196281361675	2666409		03/2012	179.80
101-6010-451.27-04	09/17/2011	6196281385578	2666410		03/2012	55.79
101-3010-421.27-04	09/13/2011	6196281485966	2655840		03/2012	16.50
101-1920-419.27-04	09/17/2011	6196282018442	2666412		03/2012	.10
601-5060-436.27-04	09/15/2011	C602221236777	2663229		03/2012	198.76
10/06/2011	79210	AVI SYSTEMS, INC.	2227			451.50
101-1920-419.21-04	09/15/2011	VIDEO/AUDIO REPAIR-EOC	34772000	120376	03/2012	451.50
10/06/2011	79211	BDS ENGINEERING INC	372			12,650.00
205-5017-531.20-06	09/29/2011	SEPT 2011-ST IMPRVNMTS	10-41J	110675	03/2012	10,405.00
402-5000-532.20-06	09/29/2011	SEPT 2011-SKATE PARK	11-09B	111046	03/2012	95.00
202-5016-531.20-06	09/29/2011	08/25-09/01/11 ST IMPRVMN	11-19B	111151	03/2012	2,150.00
10/06/2011	79212	CITY OF CHULA VISTA	823			1,391.84
101-3020-422.20-06	08/23/2011	A/C SANDCASTLE 2011	08-23-2011	120288	02/2012	1,391.84
10/06/2011	79213	CITY OF SAN DIEGO	890			11,120.32
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	5,118.69
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	129.60
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	5,727.02
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	145.01

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10/06/2011	79214	COUNTY OF SAN DIEGO	1053	53,304.64		
301-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011	5,789.64	03/2012	
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011	19,926.01	03/2012	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	5,918.42	03/2012	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	89.69	03/2012	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	21,580.88	03/2012	
10/06/2011	79215	COUNTY OF SAN DIEGO	1143	661,689.92		
301-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011	62,095.38	03/2012	
301-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011	9,863.88	03/2012	
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011	221,883.06	03/2012	
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011	25,384.19	03/2012	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	64,438.38	03/2012	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	10,236.07	03/2012	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	240,322.20	03/2012	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010	27,466.76	03/2012	
10/06/2011	79216	COUNTY OF SAN DIEGO RCS	1065	7,142.00		
101-3010-421.21-25	10/01/2011	SEPTEMBER 2011	12CTFIBN03	2,325.50	120368 04/2012	
101-3020-422.21-25	10/01/2011	SEPTEMBER 2011	12CTFIBN03	53.00	120368 04/2012	
101-3030-423.20-06	10/01/2011	SEPTEMBER 2011	12CTFIBN03	1,192.50	120368 04/2012	
101-3010-421.21-25	09/01/2011	AUGUST 2011	12CTFIBN02	2,325.50	120368 03/2012	
101-3020-422.21-25	09/01/2011	AUGUST 2011	12CTFIBN02	53.00	120368 03/2012	
101-3030-423.20-06	09/01/2011	AUGUST 2011	12CTFIBN02	1,192.50	120368 03/2012	
10/06/2011	79217	COX COMMUNICATIONS	1073	600.00		
503-1923-419.21-04	09/26/2011	09/25-10/24 3110039780701	10-16-2011	600.00	120188 03/2012	
10/06/2011	79218	CTE INC, CLARK TELECOM & ELECT	2316	620.00		
101-1910-419.28-01	08/22/2011	GAS PUMP BYPASS SWITCH	00000981	620.00	120367 02/2012	
10/06/2011	79219	D.A.R. CONTRACTORS	1122	347.00		
101-3050-425.20-06	10/01/2011	SEPTEMBER 2011	0000929	347.00	120252 04/2012	
10/06/2011	79220	DEPARTMENT OF CORRECTIONS AND	169	4,817.79		
101-6020-452.21-04	09/20/2011	AUGUST 2011	1800117499	4,817.79	120115 03/2012	
10/06/2011	79221	DYLAN CARR	2394	46.33		
101-3030-423.30-02	09/22/2011	LG GROUP PHOTO-REIMBURSEM	80247	46.33	03/2012	
10/06/2011	79222	EAGLE NEWSPAPER	1204	782.00		
101-1020-411.28-07	09/14/2011	ORDINANCE ADVERTISING	67175	45.00	120219 03/2012	
101-1020-411.28-07	09/21/2011	ADVERTISING	67271	380.00	120219 03/2012	
101-1230-413.20-06	08/24/2011	DISPLAY AD	66836	227.00	120031 02/2012	
101-1020-411.28-07	08/10/2011	ORDINANCE ADVERTISING	66591	50.00	120219 02/2012	
101-1020-411.28-07	08/24/2011	ORDINANCE/PUBLIC HEARING	66836	80.00	120219 02/2012	
10/06/2011	79223	EDCO DISPOSAL CORPORATION	1205	141.05		
101-5000-532.20-06	09/30/2011	SEPT 2011	09-30-2011	141.05	120215 03/2012	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10/06/2011	79224	FOREMOST PROMOTIONS NOW	2393			366.44
101-3020-422.29-04	09/12/2011	FIRE HATS/STICKERS-OPEN	137158		03/2012	366.44
10/06/2011	79225	IB PRINTING	2239			420.22
101-3020-422.28-11	09/09/2011	FD OPEN HOUSE BANNERS	1345	120308	03/2012	420.22
10/06/2011	79226	KOCH-ARMSTRONG GENERAL ENGINEE	1767			29,545.83
210-1235-513.20-06	09/19/2011	CIVIC CTR CROSSWALK	2	111091	03/2012	29,545.83
10/06/2011	79227	METROPOLITAN WATER DISTRICT OF	1636			221.01
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	96.31
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	124.70
10/06/2011	79228	NASLAND ENGINEERING	1656			6,326.46
405-1260-513.20-06	08/31/2011	AUG 2011-DATE STREET END	90975	090544	02/2012	2,560.00
402-5000-532.20-06	09/15/2011	ST IMPRVMTS PHASE 3	91050	071139	03/2012	2,833.96
402-5000-532.20-06	08/31/2011	AUGUST 2011-SWPPP	90947		02/2012	932.50
10/06/2011	79229	OFFICE DEPOT, INC	1262			308.30
101-1210-413.28-11	09/15/2011	#10 WINDOW ENVELOPES	578497348001	120001	03/2012	148.53
101-1210-413.30-01	09/16/2011	STAPLES/CORRECTION TAPE	579499189001	120001	03/2012	15.54
101-1210-413.30-01	09/22/2011	SELF INKING STAMPS	579499263001	120001	03/2012	39.78
503-1923-419.20-06	09/23/2011	WIRELESS USB ADAPTE	580031250001	120001	03/2012	29.04
101-1110-412.30-01	09/23/2011	ENVELOPES	579873277001	120001	03/2012	75.41
10/06/2011	79230	PLAY SMART SURFACING INC.	2391			30,923.10
502-5000-532.20-06	09/28/2011	VETERANS PARK TOT LOT	22	120375	03/2012	30,923.10
10/06/2011	79231	PMI	23			623.16
101-6040-454.30-02	09/13/2011	PROTECTIVE GLOVES	0314124	120024	03/2012	311.01
101-6040-454.30-02	09/28/2011	PROTECTIVE GLOVES	0317100	120024	03/2012	312.15
10/06/2011	79232	PROTECTION ONE	69			273.30
601-5060-436.20-23	09/21/2011	OCTOBER 2011	84716689	120086	03/2012	273.30
10/06/2011	79233	QWIK PRINTS	1622			20.00
101-1130-412.21-04	10/01/2011	SEPT 2011	11274106	120099	04/2012	20.00
10/06/2011	79234	RECLAIMED AGGREGATES, INC.	2137			150.00
101-5010-431.29-04	09/18/2011	TRUCKS TO RECYCLE	12706	120048	03/2012	150.00
10/06/2011	79235	REGIONAL TRAINING CENTER	130			750.00
101-1110-412.28-12	09/19/2011	JUL 11-JUN 12 BROWN,G	10785	120379	03/2012	750.00
10/06/2011	79236	SAN DIEGO COUNTY ASSESSOR	2120			125.00
101-1920-419.29-04	09/26/2011	JUL-SEP 2011 MPR EXTRACT	2011084	120125	03/2012	125.00
10/06/2011	79237	SAN DIEGO COUNTY WATER AUTHORI	1635			83.28
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	39.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	43.97	
10/06/2011	79238	SEAL MASTER	2385			2,306.54	
101-5010-431.50-02	09/13/2011	CRK CLEANING/REPAIR MCHNS	92556	120249	03/2012	2,306.54	
10/06/2011	79239	SLOAN ELECTRIC COMPANY	417			1,469.37	
601-5060-436.28-01	09/01/2011	PUMP STATION PARTS	0059546	120073	02/2012	300.62	
601-5060-436.28-01	09/01/2011	REBUILD PACO PUMP/PS#5	0059546	120073	03/2012	1,168.75	
10/06/2011	79240	SOUTH BAY UNION SCHOOL DISTRIC	1385			397.73	
101-3035-423.28-04	09/13/2011	JRLG BUS TRANSPORTATION	12102	120378	03/2012	397.73	
10/06/2011	79241	SOUTH BAY UNION SCHOOL DISTRIC	1385			379,150.42	
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	293,655.49	
301-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	85,323.91	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	171.02	
10/06/2011	79242	SOUTHWESTERN COLLEGE	492			119,563.19	
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	44,694.39	
301-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	12,986.25	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	48,406.29	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	13,275.08	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	201.18	
10/06/2011	79243	SPARKLETTS	2341			28.35	
101-1210-413.30-01	09/24/2011	SEPT 2011	10552239 092411	120127	03/2012	28.35	
10/06/2011	79244	SPRINT	2040			149.97	
101-3020-422.27-05	09/29/2011	08/26/2011-09/25/2011	594768811-046		03/2012	149.97	
10/06/2011	79245	SUNGARD PUBLIC SECTOR INC.	1370			800.00	
101-1920-419.21-04	09/14/2011	PAYROLL/PERSONNEL APPL	41039	120373	03/2012	220.24	
101-3030-423.21-04	09/14/2011	PAYROLL/PERSONNEL APPL	41039	120373	03/2012	315.28	
101-6040-454.21-04	09/14/2011	PAYROLL/PERSONNEL APPL	41039	120373	03/2012	264.48	
10/06/2011	79246	SWEETWATER UNION HS DIST.	574			443,699.53	
301-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	48,192.21	
302-0000-201.00-00	09/20/2011	10/11- RDA PASS THRU	2010/2011		03/2012	165,860.91	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	746.57	
301-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	49,264.05	
302-0000-201.00-00	09/20/2011	09/10 - RDA PASS THRU	2009/2010		03/2012	179,635.79	
10/06/2011	79247	THYSSENKRUPP ELEVATOR	663			698.49	
101-3030-423.20-06	10/01/2011	OCT-DEC 2011	1037063504	120186	04/2012	698.49	
10/06/2011	79248	UNDERGROUND SERVICE ALERT OF	731			43.50	
601-5060-436.21-04	10/01/2011	SEPT 2011	920110321	120106	04/2012	43.50	
10/06/2011	79249	US MOBILE WIRELESS COMMUNICATI	1983			140.00	
101-3020-422.28-01	09/19/2011	RADIO REPLACEMENT	51744	F12018	03/2012	140.00	

PREPARED 10/10/2011, 9:04:51
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 09/30/2011 TO 10/07/2011

PAGE 8
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/06/2011	79250	WEST COAST ARBORISTS	820				800.00
101-1910-419.21-04	09/20/2011	TREE MAINT-495 10TH ST	74935	120084	03/2012		800.00
10/06/2011	79251	WHITE CAP CONSTRUCTION SUPPLY	1434				162.40
101-5010-431.30-02	09/28/2011	CONCRETE GROUT/SAFTY GLAS	15057022	120027	03/2012		35.76
101-5010-431.30-02	09/29/2011	GRINDING WHEEL	15057079	120027	03/2012		126.64
10/06/2011	79252	ZEE MEDICAL, INC.	872				23.73
101-1920-419.30-01	09/22/2011	FIRST AID SUPPLIES-DEMPSE	0140042176	F12019	03/2012		23.73
DATE RANGE TOTAL *							1,909,766.42 *

Item No. 2.2

No Item



STAFF REPORT CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 19, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR
DAVID GARCIAS, CODE COMPLIANCE OFFICER

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7099, EXTENDING THE COLLECTION OF VEHICLE REGISTRATION FEES FOR ABANDONED VEHICLE ABATEMENT (AVA) PROGRAM

BACKGROUND:

Sections 9250.7 and 22710 of the California Vehicle Code authorized the establishment of the San Diego County Abandoned Vehicle Abatement Service Authority ("AVASA") in 1991 and the imposition of a \$1 fee on vehicles registered in the County of San Diego and an additional \$2 fee on commercial vehicles registered in the County. These registration fees are used exclusively for the abatement, removal, and disposal of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, from private or public property, to combat neighborhood blight and decay. The City of Imperial Beach began this program in 1991 and has been actively implementing it as part its Neighborhood Revitalization efforts.

On August 13, 2001, Senate Bill 106 (SB106) was passed amending California Vehicle Code sections 9250.7 and 22710 to allow for an extension of these registration fees in increments of up to 10 years. Senate Bill 106 effectively takes the burden of extending the collection of registration fees from the Governor and places it on local jurisdictions by stating:

"The fee imposed by a service authority shall remain in effect only for a period of 10 years from the date that the actual collection of the fee commenced unless the fee is extended pursuant to this subdivision. The fee may be extended in increments of up to 10 years each if the Board of Supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee."

DISCUSSION:

In order for the collection of registration fees to be extended, Senate Bill 106 requires a majority of incorporated Service Authority Member cities within the county to adopt resolutions approving an extension of the registration fees for this ten-year period. Adoption of these resolutions must occur by the end of December of 2011. Without an extension of the registration fees, authority

for the registration fees will expire in April 2012, and the City will be unable to recover a significant portion of the costs of abating nuisance vehicles.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution Number 2011-7099 extending the collection of registration fees for the purposes of abating abandoned vehicles pursuant to SB 106 and California Vehicle Code Sections 9250.7 and 22710.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachment:

1. Resolution No. 2011-7099

RESOLUTION NO. 2011-7099

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
EXTENDING THE COLLECTION OF VEHICLE REGISTRATION FEES FOR A
PERIOD OF TEN (10) YEARS PURSUANT TO SENATE BILL 106 AND
VEHICLE CODE SECTIONS 9250.7 AND 22710**

WHEREAS, sections 9250.7 and 22710 of the California Vehicle Code authorized the establishment of the San Diego County Abandoned Vehicle Abatement Service Authority ("AVASA") in 1991 and the imposition of a \$1 fee on vehicles registered in the County of San Diego; and

WHEREAS, these sections impose an additional \$2 fee on commercial vehicles registered in the County of San Diego, effective December 31, 2001; and

WHEREAS, these registration fees are used exclusively for the abatement, removal, and disposal of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, from private or public property, to combat neighborhood blight and decay; and

WHEREAS, the City of Imperial Beach, along with the County of San Diego and the majority of cities in the County, is a member of the AVASA; and

WHEREAS, in FY 2010, the City of Imperial Beach received registration fees totaling \$43,590.47 from the AVASA, which paid for 100% percent of the City's costs of abating nuisance vehicles; and

WHEREAS, in FY 2011, within the City of Imperial Beach the total abatement costs reimbursed by the AVA Program were \$29,175.45 and the total number of vehicle abatements was 32 vehicles (voluntary abatement and tows combined); and

WHEREAS, Senate Bill 106, passed on August 13, 2001, amended California Vehicle Code sections 9250.7 and 22710 to allow for an extension of the registration fees in increments of up to 10 years; and

WHEREAS, in order for the registration fees to be extended, Senate Bill 106 requires a county's Board of Supervisors, by a two-thirds vote, and the cities with the majority of the incorporated population within the county to adopt resolutions approving an extension of the registration fees; and

WHEREAS, without an extension of the registration fees, authority for the registration fee will expire in April 2012, and the City will be unable to recover a significant portion of the costs of abating nuisance vehicles;

NOW THEREFORE, BE IT RESOLVED, By the Council of the City of Imperial Beach, that the registration fees, as authorized by the State of California, imposed on vehicles registered in the County of San Diego, are extended for 10 years from date of the approval of this Resolution, in accordance with California Vehicle Code sections 9250.7 and 22710.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its a special meeting held this 19th day of October, 2011, by the following roll call vote:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

JAMES C. JANNEY, MAYOR

ATTEST:

**JACQUELINE M. HALD, MMC
CITY CLERK**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 19, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR
JIM NAKAGAWA, AICP, CITY PLANNER
TYLER FOLTZ, ASSOCIATE PLANNER

SUBJECT: PUBLIC HEARING: JEFF NEW, (PROPERTY OWNER/APPLICANT); ADMINISTRATIVE COASTAL PERMIT (ACP 100017), TENTATIVE PARCEL MAP (TPM 100018) AND VARIANCE (VAR 110007) FOR A ONE-LOT TENTATIVE PARCEL MAP TO CONVERT TWO EXISTING RESIDENTIAL UNITS INTO CONDOMINIUMS AND TO ALLOW A PORTION OF THE EXISTING BUILDING TO ENCROACH 1.7 FEET INTO THE REQUIRED REAR YARD SETBACK AT 253, 255 ELM AVENUE (APN 625-361-07-00), IN THE R-2000 (MEDIUM DENSITY RESIDENTIAL) ZONE. MF 1037.

PROJECT DESCRIPTION/BACKGROUND:

An application (MF 1037) has been submitted for an Administrative Coastal Permit (ACP 100017), Tentative Parcel Map (TPM 100018), and Variance (VAR 110007) for a one-lot tentative parcel map to convert two existing residential units into condominiums and to allow a portion of the existing building to encroach 1.7 feet into the required rear yard setback at 253, 255 Elm Avenue (APN 625-361-07-00). The property is designated R-2000 (Medium Density Residential) by the City's General Plan and Zoning Map.



PROJECT EVALUATION/DISCUSSION:

In June 2005 the property owner submitted a discretionary permit application to demolish a single family residence and construct two attached residential units on the 4,765 square foot lot, which was approved in January 2006 (MF 788 - Administrative Coastal Permit 050242/Site Plan Review 050243/Design Review Case 050244). The discretionary approval was issued after it was determined that the proposed plans met minimum zoning and design requirements provided in the R-2000 Zone. The R-2000 Zone requires a fifteen foot setback for the front yard, a five foot setback for side yards, and a five foot setback for rear yards that abut an alley. The approved plans indicated that the building would maintain all required setbacks by locating 21.5 feet from the front yard, five feet from the side yards, and five feet from the rear yard abutting the alley.

A Decision Letter was issued (Attachment 3), which allowed for the project to move forward with building permit plan check review. The owner/applicant submitted plans to the Building Department in February 2006, and City staff reviewed the building plan check submittal to ensure substantial compliance with the plans approved in the discretionary process. In addition to meeting other code requirements, the plans showed that the project would maintain the required setbacks and thus received building permits to construct the project.



The two new residential units started construction in 2006 and received final approval from the Building Department in April 2008, which included approval of the setbacks.

In March 2010, the owner/applicant submitted a tentative parcel map to convert the two residential units into condominiums. Based upon the setback dimensions shown on the tentative parcel map, which was confirmed by the applicant's engineer, City staff determined that the building constructed in 2008 was not built to the originally approved plans and did not meet the minimum five foot side and rear yard setback requirements by providing side yard setbacks of 4.6 feet and 4.8 feet, and a rear yard setback of 3.3 feet for a portion of the building (the remainder of the building maintains a 6.4 foot rear yard setback). Imperial Beach Municipal Code 19.84.150, Administrative Adjustments, allows for the Community Development Department to grant an adjustment of up to ten percent for the required setbacks, which could be provided to the side yards because the building would only require an 8% adjustment for the west side yard, and a 4% adjustment for the east side yard. However, the rear yard exceeds the 10% adjustment allowance. Upon review of this information, staff informed the applicant that the proposed project would not meet City zoning requirements due to insufficient yards. In order to comply with the required rear yard setback, and approved plans, the applicant would have to remove a portion of the existing building.

On May 9, 2011 the applicant requested that the City process a variance for the insufficient yards in order to maintain the building in its existing condition, and continue processing the tentative parcel map to convert the residential units into condominiums.

General Plan/Zoning Consistency: The proposed development is subject to the R-2000 (Medium Density Residential) Zone, which is governed by Chapter 19.16 of the Imperial Beach Municipal Code. The purpose of the R-2000 zone is to provide for the development of detached and attached single family and multi-family dwellings in a moderately intense residential living environment in typically one and two story dwelling units. Typical of this zone are detached and attached single family dwellings, duplexes, apartments, condominiums and townhomes. The setback requirements for the R-2000 Zone are located in Section 19.16.030, which require a minimum five foot setback for rear yards that abut alleys and for side yards. The building does not meet the setback requirement in three separate locations, though the deficiency in the side yard requirements may be permitted under Section 19.84.150, Administrative Adjustments. The portion of the building that extends 1.7 feet into the rear yard would exceed the provisions allowed by Section 19.84.150.

Per Imperial Beach Municipal Code (IBMC) Section 19.84.010, Variances – Purpose of provisions, “the variance procedure is established to provide for reasonable use of a property having unique characteristics by virtue of its size, shape, topography, location or surroundings. The purpose of the variance is to bring a particular property up to parity with other property in the same zone and vicinity, insofar as reasonable use is concerned, it is not to grant any special privilege or concession not enjoyed by other properties in the same zone and vicinity.” IBMC Section 19.84.050.A also recognizes hardships and practical difficulties as another basis for granting a variance. Because the City inspected and approved the setbacks, the City could grant a variance to allow the building to remain in its current state on the basis of the hardship and practical difficulty that would be created by requiring the property owner to demolish the structure to correct this minor setback deviation.

The yard requirements and provisions for this property and its impact to neighboring properties have been analyzed. IBMC 19.04.785 defines a “yard” as “an open space, that lies between the principal building or buildings and the nearest lot line, and is unoccupied and unobstructed from the ground upward, except as otherwise provided in this title.” Per IBMC 19.54.010, Purpose of yards, a required yard is “meant to provide light, air, access, separation, privacy, fire protection and space for permitted accessory uses and structures.” Per IBMC 19.54.030, Prohibited uses and structures, the following uses are prohibited in yards: “A. Any use which interferes with the health, safety or convenience of the public or the occupants; B. Any use which prohibits access to a building on the same lot.”

Because the provided rear yard is adjacent to an alley, it is staff’s belief that the rear yard meets the intent of the yard regulations by: 1) providing for light, air, access, separation, privacy, and fire protection; 2) does not interfere with the health, safety or convenience of the public or the occupants; and 3) does not impede access to the building.

Variance Granting Criteria. The above circumstances provide the facts to support the following findings pursuant to IBMC Section 19.84.050:

- A. There are exceptional or extraordinary circumstances of conditions or hardships peculiar to the property including size, shape, topography, location or surroundings that do not apply generally to the properties in the same vicinity or**

zone. Hardships may include practical difficulties in development of the property for the needs of the owner or tenant consistent with the regulations of the zone.

The existing structure that is the subject of the variance started construction in 2006 and was finalized in 2008, and has been in existence since that time. Under those circumstances, it would constitute an extreme hardship and an extreme practical difficulty to require the property owner to demolish the existing structure in order to correct a 1.7 foot deviation from the setback requirement.

- B. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and the same general vicinity, and that a variance, if granted, would not constitute a special privilege of the recipient not enjoyed by his neighbors.**

The variance would not constitute a special privilege granted to the property owner because of the unique circumstances of the situation, which are highly unlikely to recur, including the fact that the building that is subject to the variance started construction in 2006 and was finalized in 2008, the deviation from the setback requirement that is involved is relatively minor, and the fact that the rear yard setback for this property faces an alley rather than an adjacent use.

- C. The granting of such variance will not be substantially detrimental to adjacent property and will not materially impair the purpose of this title or the public interest.**

The granting of the variance will not be substantially detrimental to adjacent property and will not materially impair the purpose of the setback requirement, because the rear yard setback faces an alley which provides additional space between the subject property and adjacent property.

- D. The granting of such variance will not adversely affect the general plan or the local coastal program.**

The granting of the variance will not adversely affect the general plan or local coastal program, because the existing development on the property is consistent with the land use standards of the general plan and local coastal program for the R-2000 (Medium Density Residential Zone). Additionally, the variance would allow a minor 1.7 foot deviation from a rear setback requirement where the rear yard setback is adjacent to an alley, and therefore, the granting of the variance is not inconsistent with the purpose of the setback requirements of preserving view corridors and providing light, air, access, separation, privacy, fire protection and space for adjacent properties.

If the City Council were to approve this request, an indemnification provision shall be required in case any challenges arise.

ENVIRONMENTAL IMPACT:

The project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301(k) (Existing Facilities - division of existing multiple-family or single-family residences into common interest ownership) and 15305 (Minor Alterations in Land Use Limitations).

COASTAL JURISDICTION:

This project is located in the coastal zone as defined by the California Coastal Act of 1976. The City Council public hearing will serve as the required coastal permit hearing and the City Council will consider the findings under the California Coastal Act. Pursuant to the City of Imperial Beach Zoning Ordinance Section 19.87.050, review of the proposal will consider whether the proposed development satisfies the required findings prior to the approval and issuance of a Coastal Development Permit. The project is not located in the Appeal Jurisdiction of the California Coastal Commission as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map and, as such, is not appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code.

FISCAL ANALYSIS:

The applicant has deposited \$5,800.00 in Project Account Number 100017 to fund the processing of this application.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2011-7100, approving Administrative Coastal Permit (ACP 100017), Tentative Parcel Map (TPM 100018), and Variance (VAR 110007) for a one-lot tentative parcel map to convert two existing residential units into condominiums and to allow a portion of the existing building to encroach 1.7 feet into the required rear yard setback at 253, 255 Elm Avenue, which makes the necessary findings and provides reasons for approval in compliance with local and state requirements.

CITY MANAGER'S RECOMMENDATION:

1. Consider public testimony at the advertised public hearing.
2. Adopt Resolution No. 2011-7100, approving Administrative Coastal Permit (ACP 100017), Tentative Parcel Map (TPM 100018), and Variance (VAR 110007) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

OR

3. Deny the variance application.



Gary Brown, City Manager**Attachments:**

1. Resolution 2011-7100
 2. Applicant's Statement of Justification for Variance
 3. 253, 255 Elm Avenue 2006 Decision Letter
 4. 253, 255 Elm Avenue Site Plan and Tentative Parcel Map
- c: file MF 1037
Jeff New, 147 Elm Avenue, Imperial Beach, CA 91932

[Return to Agenda](#)

RESOLUTION NO. 2011-7100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AN ADMINISTRATIVE COASTAL PERMIT (ACP 100017), TENTATIVE PARCEL MAP (TPM 100018), AND VARIANCE (VAR 110007) FOR A ONE LOT TENTATIVE PARCEL MAP TO CONVERT TWO EXISTING RESIDENTIAL UNITS INTO CONDOMINIUMS AND TO ALLOW A PORTION OF THE EXISTING BUILDING TO ENCROACH 1.7 FEET INTO THE REQUIRED REAR YARD SETBACK AT 253, 255 ELM AVENUE, IN THE R-2000 ZONE (MEDIUM DENSITY RESIDENTIAL) ZONE. MF 1037.

OWNER/APPLICANT: JEFF NEW, TRUSTEE OF THE NEW CHILDREN'S TRUST

WHEREAS, on October 19, 2011, the City Council of the City of Imperial Beach held a duly advertised and noticed public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (ACP 100017), Tentative Parcel Map (TPM 100018), and Variance (VAR 110007) to convert two existing residential units into condominiums and to allow a portion of the existing building to encroach 1.7 feet into the required rear yard setback of 5 feet at 253, 255 Elm Avenue (APN 625-361-07-00), in the R-2000 (Medium Density Residential) Zone on a site legally described as follows:

Lot 19 in Block 26 of Imperial Beach, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1139, filed in the Office of the County Recorder of San Diego County, June 16, 1908. APN 625-361-07; and

WHEREAS, the City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15301(k) (applicable to the division of existing multiple family or single family residences into common interest ownership) and CEQA Guideline 15305 (applicable to minor alterations in land use limitations; and

WHEREAS, documentation has been submitted by the applicant that demonstrate compliance with the notification requirements of Map Act Section 66452.9; and

WHEREAS, the City Council further offers the following findings in support of its decision to conditionally approve the project:

ADMINISTRATIVE COASTAL PERMIT:

- 1. The proposed development conforms to the certified local coastal plan including coastal land use policies.**

The General Plan/Local Coastal Plan designates the subject site as R-2000 (Medium Density Residential), providing for the development of single-family and multiple-family detached and attached structures at a density of one dwelling unit per 2,000 square feet of land area. The conversion of two attached dwelling units to condominiums complies with the land use designation of the General/Plan/Local Coastal Plan.

- 2. The proposed development meets the minimum criteria set forth in the City of Imperial Beach Zoning Ordinance, the City's Minimum Landscape Planting and Irrigation Standards, and the City's Design Guidelines, as applicable.**

The project complies with the setback requirements, landscaping requirements and building height limitations specified in the Zoning Ordinance, with the exception of the rear yard setback which is the subject of the proposed Variance (VAR 110007, for which the findings are set forth below.

3. This project complies with the California Environmental Quality Act.

The City has prepared a Categorical Exemption per the California Environmental Quality Act requirements for this project pursuant to CEQA Guidelines 15301(k) and 15305, and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

4. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, of the Coastal Development Project have been satisfied.

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on October 6, 2011, and a public hearing notice was published in the South County Eagle & Times newspaper on October 6, 2011.

TENTATIVE MAP FINDINGS:

5. The proposed tentative tract map is consistent with the General Plan/Local Coastal Plan.

Map Act Section 66427.2 provides that, unless the general plan contains specific condominium conversion objectives and policies, condominium conversions do not need to comply with the general plan. The City of Imperial Beach does not have such applicable general plan policies and this finding, therefore, is not required. The City must either approve or deny a conversion within 120 days after the application has been deemed complete.

6. The design or improvement of the proposed subdivision is consistent with the General Plan/Local Coastal Plan.

Map Act Section 66427.2 provides that, unless the general plan contains specific condominium conversion objectives and policies, condominium conversions do not need to comply with the general plan. The City of Imperial Beach does not have such applicable general plan policies and this finding, therefore, is not required. The City must either approve or deny a conversion within 120 days after the application has been deemed complete.

7. The site is physically suitable for the type of development.

The subject site is a rectangular, relatively level, approximately 4,757 square foot parcel. Two attached residential units already exist (ref. MF 788) and the site has been suitable for this development. The Tentative Parcel Map will establish condominium ownership for each of the two residential units.

8. The design of the subdivision will not cause substantial environmental damage or substantial and avoidable injury to fish or wildlife, or their habitat.

The project involves new construction in a developed urban area that will not affect fish or wildlife habitat.

9. The design of the subdivision will not cause serious public health problems.

The development is being served and will continue to be served by existing municipal water and sewer services. The proposed tentative parcel map will not result in public health problems because it will be subject to the requirements of the Subdivision Map Act and other local ordinances and regulations.

10. The design of the subdivision will not conflict with any easement of record.

A title report submitted by the applicant indicates that there are no easements on the site that would conflict with the subdivision

11. All requirements of the California Environmental Quality Act (CEQA) have been fulfilled.

The City has prepared a Categorical Exemption per the California Environmental Quality Act requirements for this project pursuant to CEQA Guidelines 15301(k) and 15305, and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

VARIANCE

12. There are exceptional or extraordinary circumstances of conditions or hardships peculiar to the property including size, shape, topography, location or surroundings, that do not apply generally to the property in the same vicinity or zone. Hardships may include practical difficulties in development of the property for the needs of the owner or tenant consistent with the regulations of the zone; but in this context, personal, family or financial difficulties, loss of prospective profits, and/or neighboring violations are not hardships justifying a variance.

The existing structure that is the subject of the variance started construction in 2006 and was finalized in 2008, and has been in existence since that time. Under those circumstances, it would constitute an extreme hardship and an extreme practical difficulty to require the property owner to demolish the existing structure in order to correct a 1.7 foot deviation from the setback requirement.

13. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and the same general vicinity, and that a variance, if granted, would not constitute a special privilege of the recipient not enjoyed by his neighbors.

The variance would not constitute a special privilege granted to the property owner because of the unique circumstances of the situation, which are highly unlikely to recur, including the fact that the building that is subject to the variance started construction in 2006 and was finalized in 2008, the deviation from the setback requirement that is involved is relatively minor, and the fact that the rear yard setback for this property faces an alley rather than an adjacent use.

14. The granting of such variance will not be substantially detrimental to adjacent property and will not materially impair the purpose of this title or the public interest.

The granting of the variance will not be substantially detrimental to adjacent property and will not materially impair the purpose of the setback requirement, because the rear yard setback faces an alley which provides additional space between the subject property and adjacent property.

15. The granting of such variance will not adversely affect the general plan or local coastal program.

The granting of the variance will not adversely affect the general plan or local coastal program, because the existing development on the property is consistent with the land use standards of the general plan and local coastal program for the R-2000 (Medium Density Residential Zone). Additionally, the variance would allow a minor 1.7 foot deviation from a rear setback requirement where the rear yard setback is adjacent to an

alley, and therefore, the granting of the variance is not inconsistent with the purpose of the setback requirements of preserving view corridors and providing light, air, access, separation, privacy, fire protection and space for adjacent properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the above-listed findings and recitals are true and correct and are incorporated by reference; and

BE IT FURTHER RESOLVED by the City Council of the City of Imperial Beach that Administrative Coastal Permit (ACP 100017), Tentative Parcel Map (TPM 100018), and Variance (VAR 110007) to convert two existing residential units into condominiums and to allow a portion of the existing building to encroach 1.7 feet into the required rear yard setback of 5 feet at 253, 255 Elm Avenue (APN 625-361-07-00), in the R-2000 (Medium Density Residential) Zone, are hereby approved subject to the following:

CONDITIONS OF APPROVAL:

A. PLANNING:

1. Final Parcel Map and project development shall be in substantial compliance with the approved Tentative Parcel Map dated April 21, 2010 on file in the Community Development Department and with the conditions required herein.
2. Approval of this request shall not waive compliance with any portion of the Building Code and Municipal Code in effect at the time a building permit is issued.
3. All negative balances in the project account (100017) shall be paid prior to Final Parcel Map approval.
4. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement accepting said conditions.
5. Approval of the Administrative Coastal Permit (ACP 100017), Tentative Parcel Map (TPM 100018), and Variance (VAR 110017) is valid for three years from the date of final action by the City Council to expire October 19, 2014, unless the City grants an extension of time. Approvals of the Administrative Coastal Permit (ACP 100017) and Variance (VAR 100018) shall run coterminous with the tentative parcel map.
6. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the approval of the Administrative Coastal Permit, Tentative Parcel Map and Variance for this project, including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and applicant regarding litigation issues, the city shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is approved by applicant.

7. Applicant shall provide an updated Title Report dated within 60 days of the Final Map submittal.
8. Applicant shall sign and return the Final Map Notification Agreement.
9. Applicant shall comply with the requirements of the Condominium Conversion Ordinance 2005-1023.

B. BUILDING:

10. This project is subject to all Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach. All comments and corrections made during the Building Permit Plan Review process apply.

C. PUBLIC WORKS:

11. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2007-0001.
12. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
13. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5-feet. Where the distance from "Area to be removed", to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.
14. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 5 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line.
15. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
16. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
17. For any project that proposes work within the public right-of-way (i.e., driveway removal/construction, sidewalk removal/construction, street or alley demolition/reconstruction, landscaping and irrigation, fences, walls within the public right-of-way, etc.), a Temporary Encroachment Permit (TEP) shall be applied for and approved either prior to or concurrent with issuance of the building permit required for the project. Application for a Temporary Encroachment Permit shall be made on forms available at the Community Development Department Counter.

18. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards.
19. Ensure conversion design includes adequate storage (out of the front yard setback) for 3 trash barrels for each unit (regular trash, recycled waste, green waste).
20. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through City Franchised Waste Hauler unless the hauling capability exists integral to the prime contractor performing the work.
21. Ensure conversion maintains adequate access from alleyway to Elm Avenue to allow for trash cart transport from rear of residence to street curb.
22. The existing parcel impervious surfaces are required to not increase beyond the current impervious services as a post-conversion condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order 2001-01. All landscape areas, including grass and mulch areas, must be improved to consist of at least 12-inches of loamy soil in order to maximize the water absorption during wet weather condition and minimize irrigation runoff.
23. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
24. Require applicant to provide verification of post conversion Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit. Agreement is provided through the Community Development Department.
25. The property owner must institute “Best Management Practices” to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant BMP practices shall include but are not limited to:
 - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
 - All recyclable construction waste must be properly recycled and not disposed in the landfill.
 - Water used on site must be prevented from entering the storm drain conveyance system (i.e. streets, gutters, alley, storm drain ditches, storm drain pipes).
 - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
 - Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system.

Appeal Process under the California Code of Civil Procedure (CCP): The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

Protest Provision: The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. That the foregoing recitals are true and correct.
2. That the City Council approves Administrative Coastal Permit (ACP 100017).
3. That the City Council approves Tentative Parcel Map (TPM 100018).
4. That the City Council grants a Variance (VAR 110007) to allow a portion of the existing building to encroach 1.7 feet into the required rear yard setback, subject to the conditions set forth in this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

JN 6764-A

MF 1037
253-255 Elm Avenue
Variance Request
Statement of Justification

The exceptional circumstance is the fact that the existing structure was built and finalized by the City of Imperial beach in 2006 without the knowledge of all parties that the garage of the 255 Elm Avenue extends 1.7 feet into the rear yard setback. Therefore, we hereby request the granting of a variance for the location of the garage: being 3.3 feet from the rear property line.

The variance is requested to permit the processing of a tentative and final parcel map for the purpose of creating a two-unit condominium. There are at least two other such condominiums in the subject block, and others in the area.

Granting the variance will not be detrimental to the area in that there would be two separate ownerships on the subject property rather than one. Granting the variance would have no effect on the General Plan or the Local Coastal Program.

JEFF NEW

*The City of
Imperial
Beach*

(619) 628-1356
FAX: (619) 429-9770

COMMUNITY DEVELOPMENT DEPARTMENT
825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932



**DECISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT
RE: ADMINISTRATIVE COASTAL PERMIT (ACP 050242), ADMINISTRATIVE DESIGN
REVIEW (DRC 050244) AND SITE PLAN REVIEW (SPR 050243)
DATE OF DECISION: 1/4/2006**

APPLICANT/ADDRESS: Jeff New, 147 Elm Avenue, Imperial Beach, CA 91932

PROJECT DESCRIPTION: An application for an Administrative Coastal Permit (050242), Administrative Design Review (050244) and Site Plan Review (050243) to Demolish Existing Single Family Residence and Build Two New Single-Family Residences at 253 Elm Avenue. MF 788.

PROJECT LOCATION: On an approximately 4765 square foot parcel (APN 6253610700) located at 253 Elm Avenue, Imperial Beach, in the R-2000 (Medium Density Residential) Zone. Pursuant to the City of Imperial Beach Zoning Ordinance, administrative review of this development proposal will consider whether the proposed development satisfies the required findings prior to approval and issuance of an Administrative Coastal Permit, Design Review and the Site Plan Review.

ENVIRONMENTAL STATUS: Pursuant to Section 15303, Class 3a of the Guidelines for the California Environmental Quality Act, entitled single-family residences or second dwelling units in a residential zone this project may be categorically exempt from the CEQA.

ADMINISTRATIVE DECISION: Approve with conditions.

FINDINGS:

ADMINISTRATIVE COASTAL PERMIT

1. The proposed development conforms to the certified local coastal plan including coastal land use policies.

The General Plan/Local Coastal Plan designates the subject site as R-2000 (Medium Density Residential), providing for the development of single-family and multiple-family detached and attached structures at a density of one dwelling unit per 2,000 square feet of land area. The construction of two new attached dwelling units complies with the land use designation of the General Plan/Local Coastal Plan.

2. **The proposed development meets the minimum criteria set forth in the City of Imperial Beach Zoning Ordinance, the City's Minimum Landscape Planting and Irrigation Standards, and the City's Design Guidelines, as applicable.**

The project complies with the setback requirements, landscaping requirements and building height limitation specified in the Zoning Ordinance.

3. **This project complies with the California Environmental Quality Act.**

The project proposes construction of two new attached dwelling units. The City has prepared a Categorical Exemption per the California Environmental Quality Act (CEQA) requirements for this project and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

4. **Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, of the Coastal Development Project have been satisfied.**

The project description and the proposed date of the administrative decision were sent to property owners within 300 feet and occupants within 100 feet of the subject site on 12/21/2005. Staff would render an administrative decision on or after 1/1/2006.

SITE PLAN/DESIGN REVIEW

5. **The proposed use does not have any detrimental effect upon the general health, safety and convenience of persons residing or working in the neighborhood, or is not detrimental or injurious to the value of the property and improvements in the neighborhood.**

The proposed construction of two new attached dwelling units would not be detrimental to the general health, welfare, safety and convenience of persons residing or working in the neighborhood because the development would be constructed in accordance with prevailing City standards, including zoning and design standards, and the Uniform Building Code requirements. The proposed construction would not be injurious to the value of the property and improvements in the neighborhood because the project represents an upgrade of the site (two units), which should enhance property values in the neighborhood.

6. **The proposed use does not adversely affect the General Plan or the Local Coastal Plan.**

The proposed project is consistent with the General Plan and Local Coastal Plan, which designates the site Medium Density Residential (R-2000). This designation provides for the development of single-family and multiple-family detached and attached structures at a density of one dwelling unit per 2,000 square feet of land area. The project complies with the land use designation of the General Plan/Local Coastal Plan because there

would be 2 units on the approximately 4765 square foot lot.

7. The proposed use is compatible with other existing and proposed uses in the neighborhood.

There are similar parcels in the R-2000 (Medium Density Residential) zone with 2 residential units. The project is consistent with and compatible to other existing uses in the neighborhood.

8. The Location, site layout and design of the proposed use orients the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

The proposed residential units are accessible from Elm Avenue and the alley. The orientations of the proposed buildings are consistent and harmonious with adjacent developments.

9. The combination and relationship of one proposed use to another on the site is properly integrated.

The proposed development is in the form construction of two new attached dwelling units. Adequate parking is proposed for the new developments in the form of 2 two-car garages. Also, the proposed elevation is compatible with the neighborhood.

10. Access to and parking for the proposed use does not create any undue traffic problem.

Access to parking for the new units is the alley. Ingress and egress to the property would not create any undue traffic problems. The required number of parking spaces in the R-2000 zone is two spaces per dwelling unit fifty percent enclosed (IBMC 19.48.030). The project proposes 2 two-car garages to satisfy the parking requirement for the new residences.

11. All other applicable provisions of the Zoning Code are complied with.

The proposed development is consistent with all other applicable provisions of the Zoning Ordinance including landscaping, open space, setbacks, and density. No deviations from any section of the Zoning Code are proposed or granted.

12. Any other considerations as the Community Development Department deem necessary to preserve the health, safety and convenience of the City in general.

Conditions of approval have been included to preserve the health, welfare, safety and convenience of the future residents of the development and the City in general.

CONDITIONS OF APPROVAL

A. PLANNING

1. The project shall be developed in accordance with the plans submitted to the Community

Development Department for ACP 050242/ DRC 050244/SPR 050243, dated January 30, 2004, or as later modified and approved.

2. THIS APPROVAL IS VALID for one year from the date of the Decision, 1/4/2006. Conditions of approval must be satisfied, building permits issued, and substantial construction in reliance on this approval must have commenced prior to expiration. If an appeal is filed with the City Clerk within 10 days of the Decision, the expiration date will be stayed until final action is taken on the project.
3. Applicant shall pay any outstanding negative balances in the project account (050242/050244/050243) before issuance of building permits and before final inspection.
4. Approval of this request shall not waive compliance with any portion of the Uniform Building Code and Municipal Code in effect at the time building permits were issued for the original development.
5. The applicant or applicant's representative shall read, understand and accept the conditions listed herein and shall, within 30 days, return a signed statement accepting said conditions.

B. PUBLIC WORKS

6. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
7. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
8. Before approval of these plans the sewer lateral (existing and new) locations be drawn on the plans and submitted to the City for review and approval.
9. Remove the existing driveway cut on Elm Avenue and replace with curb & gutter and new sidewalk in accordance with regional standard drawings G-2 and G-7 respectively.
10. Install property line survey monument at northwest corner of parcel in or adjacent to the sidewalk. Record this installation in the Office of County Records. The property line monument at the northeast corner is already installed.
11. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5-feet. Where the distance from "Area to be removed", to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.
12. Require the building foundation elevation be at least 1 foot the adjacent ground level to minimize flooding during storm conditions.

13. Ensure construction design includes adequate storage (out of the front yard setback) for 3 trash barrels for each unit (regular trash, recycled waste, green waste).
14. Ensure construction provides adequate access from each unit's refuse storage site to the street curb to allow for trash cart transport to the street curb.
15. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit.
16. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
17. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in street trench. Asphalt shall be AR4000 ½ mix (hot).
18. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
19. The applicant must agree to underground all utilities in accordance with I.B.M.C. 13.08.060.
20. The property owner must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant must provide the following documents to the City of Imperial Beach following before project may begin work:
 - a. A checklist of selected BMPs and location of the BMPs on project plans for review by the City – Form 7-B Attachment (2) and Table 7-3 Attachment (3)
 - b. Certification of intent to maintain selected BMPs – Form 7-B. See Attachment (2)
 - c. A Storm Water Management Plan (Form 7-B). See Attachment (2). **Note: Form 7-B does not provide for erosion control BMPs (Table A Step This is a required step before approval of the project submittal.**
21. Additionally these BMP practices shall include but are not limited to:
 - a. Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
 - b. All recyclable construction waste must be properly recycled and not disposed in the landfill.
 - c. Water used on site must be prevented from entering the storm drain conveyance system (i.e. streets, gutters, alley, storm drain ditches, storm drain pipes).

- d. All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
 - e. Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with visquien (or equivalent product) to prevent sediment removal into the storm drain system
22. Advise the property owner that as of January 1, 2000, any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through EDCO Disposal Corporation unless the hauling capability exists integral to the prime contractor performing the work.

C. BUILDING

23. Provide a soils report from a licensed soils engineer.
24. An underground agreement is required prior to permit issuance.

APPEALS DECISION: Administrative decisions on Administrative Coastal Development, Administrative Design Review and Site Plan Review Permits may be appealed to the City Council. Any such appeal, accompanied by a \$100.00 filing fee, must be filed in writing in the City Clerk's office, 825 Imperial Beach Boulevard, Imperial Beach no later than 5:00 p.m. on the tenth (10) calendar day following the Community Development Department's decision.

Decisions on Administrative Coastal Development permits are not appealable to the California Coastal Commission under Section 30603 (a) of the California Public Resources Code.

This public notice is filed consistent with, and subject to the California Government Code Section 65009(b)(2) - Exhaustion Doctrine. Any subsequent court challenge to the above items may be limited to those issues raised at the public hearing described in this notice, or issues raised in written correspondence delivered to the City at or prior to the public hearing.

Appeal Process under the California Code of Civil Procedure (CCP): The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

Protest Provision: The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at this meeting, please contact the City Clerk's Office at (619) 423-8301 as far in advance of the meeting as possible. For individuals with hearing and voice impairments, please utilize the California Relay Service (TDD) 1-800-735-2929/VOICE 1-800-735-2922.

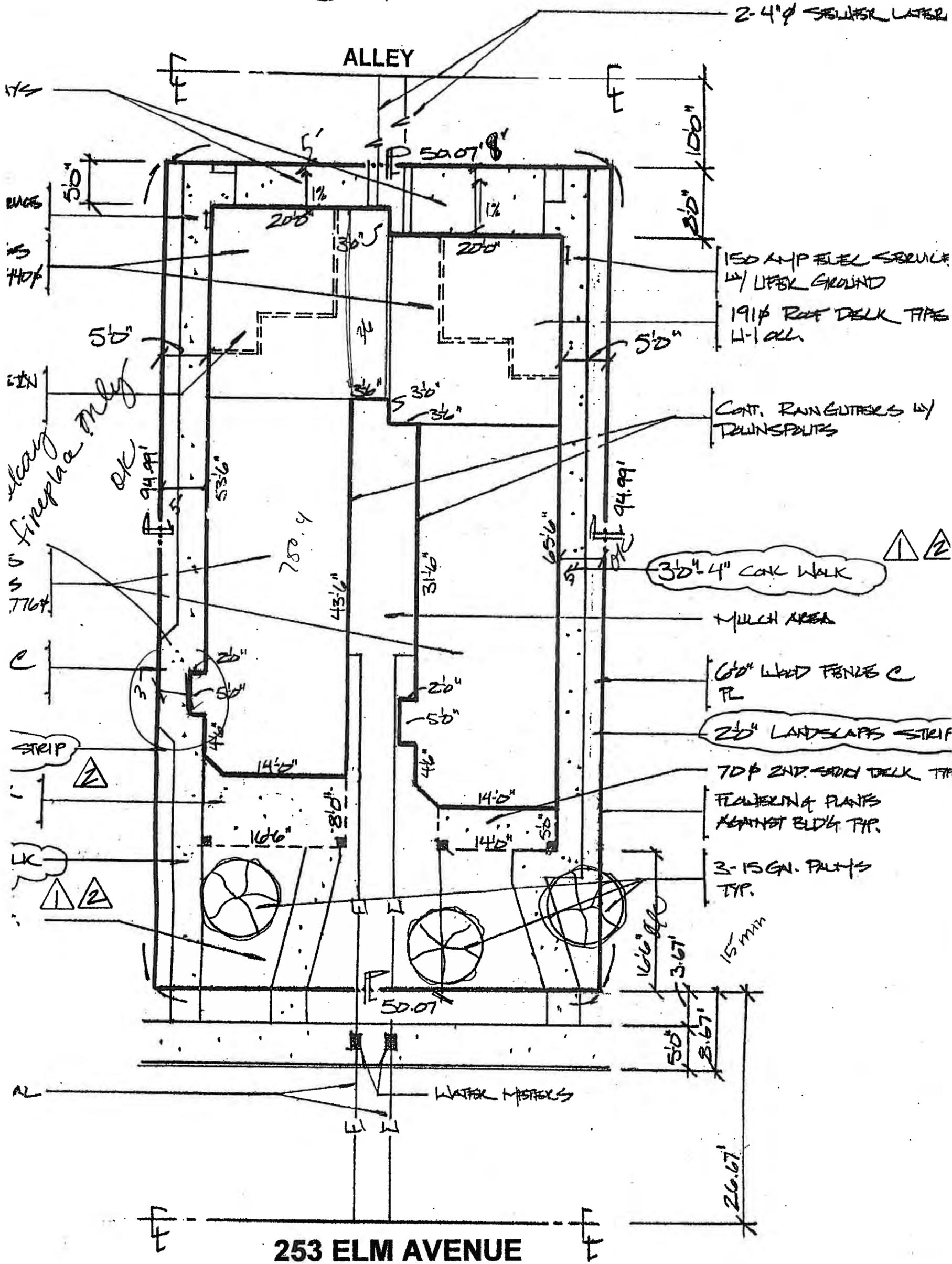
If you have any questions or comments regarding this application, please contact Alia Kanani, Assistant City Planner at (619) 628-2381 or Jim Nakagawa, Imperial Beach City Planner at (619) 628-1355 or David Abasta at (619) 628-2345.

 1/4/06

Alia Kanani Date
Assistant Planner

- c: File MF 0788 ACP 050242/ DRC 050244/SPR 050243
Jeff New, 147 Elm Avenue, Imperial Beach, CA 91932
The New Childres Trust C, 838 E Ave., Coronado, CA 92118
Robin J. Franklin, 6070 Mission Gorge Road, Suite 4, San Diego, CA 92120
Hank Levien, Public Works Director
Aaron Goodman, Building Official
Paul Smith, Public Safety
Jacque Hald, City Clerk
Diana Lilly, California Coastal Commission

Site Plan 2006



253 ELM AVENUE

1. Review do not include grading and drainage plans. Before recommend the grading and drainage plans (including final or review.);

2. If P.T. discharge pipe is piped to discharge to the sanitary sewer area. A design that has the water discharge directly into system (onto an impervious surface that flows to the street) Storm Water Permit - Order 2001-01.

3. If water drains may be piped to the street or onto impervious surface. A design that has these water discharges directly into system (onto an impervious surface that flows to the street) Storm Water Permit - Order 2001-01.

14. Ensure construction design includes adequate storage (out of the front yard setback) for 3 trash barrels for each unit (regular trash, recycled waste, green waste).
15. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit.
16. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
17. All street work construction requires a Class A contractor to perform the work.

23. Advise solid waste disposal.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 19, 2011
ORIGINATING DEPT.: PUBLIC SAFETY *JB*
SUBJECT: OVERVIEW OF PACKAGE OF FOUR PARAMEDIC SERVICES AGREEMENTS WITH AMR.

Submitted to City Council are four staff reports that, combined, represent the Public Safety Department's recommendations for continuation of Basic and Advanced Life Support Transport Services and the First Responder Fire Paramedic Engine Company Program in Imperial Beach.

- A. The Exclusive Operating Area agreement with AMR.** The City of Imperial Beach is part of an Exclusive Operating Area (EOA) with the City of Chula Vista and the Bonita Sunnyside Fire Protection District, as authorized by the County of San Diego, for the purpose of procuring paramedic provider and transport services within the City. EOA agreements allow smaller cities and districts to jointly fund and administer service contracts, saving costs and improving efficiencies by reducing repetitive staff, sharing overhead, developing common requirements for one provider to meet, and creating larger service areas of coverage for a provider to benefit from the associated economies of scale. Chula Vista is the lead agency for the South Bay EOA, and has completed negotiations with AMR. City Council's ratification of the contract will complete the EOA agreement.
- B. The First Responder Agreement with AMR for specific services within Imperial Beach (Side Letter).** The EOA agreement allows that individual members of the EOA may establish separate agreements for the particular service requirements within their boundaries. This agreement also provides for agencies to collect additional user fees in order to recover costs associated with paramedic services associated with fire department paramedic first responder calls, including paramedic specialty pays. Firefighters and Engineers trained as paramedics receive this extra pay for additional higher level of medical training, biological hazards and duties associated with paramedic responsibilities. The City of Imperial Beach has historically recovered program costs through this fee, and proposes to continue doing so. Some new features include:
 - a. Cost recovery of Paramedic Specialty Pays.
 - b. Recertification / Continuing Education/ Paramedic Licensing
 - c. Medical Equipment Purchase and Preventative Maintenance
 - d. Regional Cooperative Care Partnership Membership

C. The Regional Cooperative Care Program (RCCP): The RCCP has a goal of improving patient care through a cooperative public/private endeavor. The Imperial Beach Fire Department has been evaluating participation in this program for four years, and is now recommending joining this valuable regional partnership. Membership with the RCCP will provide important improvements in the areas of clinical quality assurance, paramedic training and education, physician medical direction, infection control, policy and procedures, and medical equipment. All of these play a major role in reducing liability associated with paramedic services. The scope and quality of services provided by the RCCP exceeds any that the City of Imperial Beach is able to supply on its own. A summary of some of the benefits of belonging to the RCCP include:

- a. Paramedic training
- b. Quality Assurance and Quality Improvement Programs
- c. Physician Medical Direction
- d. Uniform Policies and Procedures
- e. Liability protection
- f. Infection Control
- g. Epidemic and Vaccination Programs
- h. If adopted, the cost of the agreement will be covered by the proposed fees.

D. The Facility Lease Agreement with AMR for space within the Imperial Beach Fire Station. AMR has leased space at the Imperial Beach Fire Station since 2002. This has resulted in a home base for an ambulance centrally located within the City. Additionally, it has promoted coordination between Imperial Beach firefighters and AMR ambulance staff, including enhanced training and communication opportunities. AMR has agreed to an increase in rent, with annual escalators over the term of the agreement. A summary of the features of this agreement includes:

- a. Renews the lease agreement with AMR for use of a portion of the Fire Station
- b. Maintains continuity with AMR ambulance staff
- c. Promotes effective training and communication with AMR staff
- d. Provides centralized location as a home base for assigned unit
- e. Increases rent from \$2,200 monthly to \$2,500 monthly
- f. Provides for 3% annual escalators.

Approval of these four items result in the City of Imperial Beach maintaining the excellent relationship with AMR for first responder ALS transport services that we have had since 1979, and enhances the Imperial Beach paramedic program by entering into the regional partnership with the RCCP. Together these actions enhance the life saving services provided within the City, and improve the safety of the men and women who provide those services. The department recommends approval of all four of the requested actions in each of the following reports.

Fiscal Impact:

Cost Recovery: The advantage to the City of Imperial Beach is cost recovery of the paramedic program. This will result in revenue to the General Fund of \$163,789.62 in year one from user

fees that offset the actual expenses in providing a Fire Department First Responder Paramedic Program. This amount is a prorated amount for eleven months because of the delay in the agreement. The City has historically recovered these fees from the users of the system, rather than subsidizing these costs from the general tax base. Withdrawal from the EOA requires San Diego County approval, and would require an approved alternative to provide ALS transport services through a Request for Proposal and competitive bid process.

Rent: The City will receive \$30,000 in rent from AMR in year one of the agreement, increasing 3% annually for the remaining two years. If a lease is not executed, the City would not realize \$30,000 in rent currently anticipated from AMR.

User Fee: The user fee is comprised of three components, the AMR Base Rate, the City's Pass-Through Rate, and the RCCP.

- The AMR Base Rate is the rate for core services provided by AMR for transport of ALS patients, and for coverage to respond within the negotiated time frames. The lead agency, Chula Vista, negotiated a 7% increase to the rate, or \$61.67 per transport.
- The Pass-Through Rate is in addition to the AMR Base Rate, and provides cost recovery to the City of Imperial Beach for the expenses associated with the paramedic program. The Fire Department is recommending a 5% increase to the total program cost to cover minor increases in goods, and some new equipment. This results in an increase to the Pass-Through rate of \$45.50 per transport.
- The RCCP is the portion of the rate that covers the City's expense for membership in the Regional Cooperative Care Program. This portion of the fee would be allocated directly to the RCCP from AMR based on fees paid, and is \$212.29 per transport.

The breakdown of the proposed Imperial Beach User Fee is as follows:

2010/2011 AMR Base Rate	881.07
2011/2012 AMR Base Rate Increase	<u>61.67</u>
Revised 2011/2012 AMR Base Rate	942.74
2010/2011 IB Pass-Through Rate	483.58
2011/2012 IB Pass-Through Rate Increase	<u>45.50</u>
Proposed 2011/2012 IB Pass-Through Rate	529.08
2011/2012 RCCP Membership Rate	212.29
2011/2012 Combined ALS/First Response Rate	1,684.11

Approval of these four actions will provide for the continuation of high quality ALS/First Responder services in the City of Imperial Beach at a reasonable cost to the users of the system in comparison to other cities in the region. For comparison information on rates, please see Attachment A.

This is an information-only report, and does not require any action of City Council.



 Gary Brown, City Manager

Attachment A

2011/2012 AMR ALS Rates Comparison			
DEPARTMENT	ALS BASE RATE Without Pass-Through	Pass-Through	ALS BASE RATE With Pass-Through
Alpine	\$ 1,288.33	\$ 487.49	\$ 1,775.82
Bonita	\$ 880.76	\$ 224.85	\$ 1,105.61
*Chula Vista	\$ 860.91	\$ 988.02	\$ 1,848.93
Imperial Beach	\$ 942.74	\$ 741.37	\$ 1,684.11
La Mesa	\$ 1,032.46	\$ 422.62	\$ 1,455.08
Lemon Grove	\$ 1,090.04	\$ 461.31	\$ 1,551.35
National City	\$ 1,589.58	\$ 234.72	\$ 1,824.30
San Miguel	\$ 1,103.61	\$ 490.05	\$ 1,593.66
Regional Average	\$ 1,098.55	\$ 506.30	\$ 1,604.86
Imperial Beach versus Regional Average	\$ (155.81)	\$ 235.07	\$ 79.25
Percentage Difference	-14.18%	46.43%	4.94%

* Chula Vista rate is projected based on their paramedic engine program implementing sometime during 2012.

AMBULANCE TRANSPORT FEE SCHEDULE

Regional AMR Contracted Agencies

Agency	Prior ALS Base	Current / Proposed ALS Base	Increase	%	% of Average
Alpine	\$ 1,775.82	\$ 1,975.82	\$ 200.00	11.26%	23.98%
Imperial Beach	\$ 1,364.65	\$ 1,684.11	\$ 319.46	23.41%	3.33%
Bonita*	\$ 1,047.99	\$ 1,105.61	\$ 57.62	5.50%	-32.17%
Chula Vista**	\$ 1,398.93	\$ 1,848.93	\$ 450.00	32.17%	13.44%
La Mesa***	\$ 1,393.75	\$ 1,455.08	\$ 61.33	4.40%	-10.72%
Lemon Grove***	\$ 1,485.97	\$ 1,551.35	\$ 65.38	4.40%	-4.82%
National City	\$ 1,664.51	\$ 1,824.30	\$ 159.79	9.60%	11.93%
San Miguel***	\$ 1,526.49	\$ 1,593.66	\$ 67.17	4.40%	-2.22%
Average of Regional AMR Agencies	\$ 1,457.26	\$ 1,629.86	\$ 172.59	11.84%	

Non-AMR Agencies

Agency	Prior ALS Base	Current / Proposed ALS Base	Increase	%	% of Average
San Diego	\$ 1,533.00	\$ 1,761.00	\$ 228.00	14.87%	142.02%
El Cajon****	\$ 1,034.00	\$ 1,184.00	\$ 150.00	14.51%	95.48%
Coronado****	\$ 567.00	\$ 925.00	\$ 358.00	63.14%	74.60%
Average Non-AMR Cities	\$ 1,044.67	\$ 1,240.00	\$ 195.33	18.70%	

*Bonita Sunnyside Fire Protection District pays for their paramedic program out of the General Fund. If covered by user fees, the Pass-Through Fee at one time was estimated to be approximately \$400 higher. When accounting for these costs, Imperial Beach Rate is 2% below the average in the South Bay.

**Chula Vista BLS Fire Based System **Chula Vista ALS Fire/PM Based System

The rate shown is an Imperial Beach Staff projected rate estimating the impact of adding Paramedic training costs and Firefighter/Paramedic special pay, and becoming a member in the RCCP.

*** The Cities of La Mesa, Lemon Grove and San Miguel rates expected to be updated next April.

**** The cities of Coronado and El Cajon are Fire/PM Ambulance Transport Departments that require a city subsidy to operate. Coronado's 1st Responder Fire/PM Engine Company and Fire Based Ambulance Transport System have an annual cost of \$960,000. The anticipated 50% collection rate for ambulance transports will only cover \$480,000 of the annual costs for this service. El Cajon current rate is as of August, 2010. Coronado will be required to subsidize the program with a minimum of \$480,000 if they are able to collect at the 50% level. Coronado is currently collecting between 45% and 50%. The 45% collection rate would increase the amount of subsidy to \$528,000.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 19, 2011

ORIGINATING DEPT.: PUBLIC SAFETY *JB*

SUBJECT: Authorization for the City Manager to Execute a Revised and Restated Agreement with American Medical Response Ambulance Service, Inc. for Basic and Advanced Life Support Transport Service within the Exclusive Operating Area (EOA) that serves the City of Chula Vista, Imperial Beach and Bonita/Sunnyside Fire Protection District

BACKGROUND:

American Medical Response ("AMR") (or one of its predecessor agencies) has been the exclusive provider of ambulance services in the City of Imperial Beach since 1979, pursuant to a regional ambulance services agreement. Imperial Beach is part of an "exclusive operating area" ("EOA") established by the County of San Diego for ambulance services covering the City of Chula Vista, City of Imperial Beach, and Bonita/Sunnyside Fire Protection District. The City of Chula Vista is lead agency for the EOA and for purposes of administering the services agreement. The City of Imperial Beach and Bonita/Sunnyside Fire Protection District are participating agencies to the EOA Agreement. The most recent extension of the AMR agreement was entered into in 2007, and expired May 31, 2011. On September 27, 2011, the City Council of the City of Chula Vista, as the lead agency for the EOA, approved a Revised and Restated Agreement with AMR for ambulance services for the EOA with a new term of three years, ending September 30, 2014, with an option to extend the agreement for an additional three years. The Revised and Restated Agreement must be approved by the participating agencies, including the City of Imperial Beach.

DISSUSION:

The prior agreement with AMR for ambulance services expired on May 31, 2011. Because the City of Chula Vista needed more time to negotiate a new agreement with AMR, the agreement was extended for a period of thirty days, and subsequently another ninety days, with a new expiration date of September 30, 2011.

Staff is recommending approval of the Revised and Restated Agreement with AMR for the following reasons:

- Quality of Services. AMR has provided high quality services to the EOA for a number of years and has a well established working relationship with each of the participating agencies, including Imperial Beach.

- Competitive Prices. A comparison of AMR's base ALS transport rates for the participating agencies with those charged in other jurisdictions has shown that AMR's rates for Imperial Beach are very favorable compared to rates charged in other jurisdictions (in the lower 41% of AMR's rates in the County), even with the 7% requested rate increase that has been incorporated into the new agreement. The transport base rate in the first year of the new agreement will be \$942.75.
- Knowledge of the EOA Service Area. AMR's knowledge of the EOA service area allows for better preparedness and response strategy in emergency situations. Because AMR also serves the areas of National City, San Miguel Fire District, La Mesa, Lemon Grove, and Alpine, AMR is well equipped to respond to peak demands in Imperial Beach. AMR also has a strong working relationship with City staff, and participates in emergency planning, special events and training with the Fire Department.
- Cost Savings of Noncompetitive Process. The participating agencies in the EOA are authorized by state law to continue contracting with AMR without a competitive process. The lead agency avoids the expense and consumption of staff time that would be required for a competitive RFP process by contracting with AMR.

The Revised AMR Agreement has been substantially renegotiated compared to the 2007 Agreement. Some of the key additional terms of the Agreement that will enhance ambulance service in the City include:

- Elimination of response time exemptions based on high traffic, poor weather and peak usage;
- Enhanced monthly compliance reporting for AMR response times;
- Stricter limits on the acceptable mileage lifetime of AMR ambulances and replacement schedule;
- Enhanced radio frequency inter-operability;
- AMR will maintain one 800 Mhz portable radio per unit that is compatible with first responder fire agency radio frequencies within the EOA;
- Enhanced reporting of emergency responses and patient care;
- More joint training efforts between AMR and the participating agencies;
- Better biohazard disposal procedures and resources; and
- AMR paramedics will undergo additional emergency response training.

The Council's action authorizes the City Manager to execute for the City of Imperial Beach, as a participating agency, the EOA Agreement between Imperial Beach and AMR. This action includes the adoption of the Basic and Advanced Life Support Transport base rates for Imperial Beach as negotiated by staff.

It should be noted that along with this authorization, staff will be recommending that the City Council approve a side letter Agreement with AMR containing provisions for services and standards unique to the City of Imperial Beach, entering into an agreement with the Regional Cooperative Care Partnership (RCCP) and a Lease Agreement with AMR for use of a portion of a City fire station for medical transport operations. These items will be presented to the City Council as separate actions.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund associated with this Agreement. All fees associated with the ambulance services are collected by AMR.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

DEPARTMENT RECOMMENDATION:

Approve resolution to authorize the City Manager to execute a Revised and Restated Agreement with American Medical Response Ambulance Service, Inc. for Basic and Advanced Life Support Service within the Chula Vista, Imperial Beach, and Bonita/Sunnyside Fire Protection District Exclusive Operating Area, for a three year period commencing October 1, 2011, and ending September 30, 2014, with an option to extend the agreement for an additional three years at the discretion of the City Manager.

CITY MANAGER'S/EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7102
2. Revised and Restated Agreement with AMR

RESOLUTION NO. 2011-7102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A REVISED AND RESTATED AGREEMENT FOR BASIC AND ADVANCED LIFE SUPPORT SERVICE WITH AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

WHEREAS, the City of Imperial Beach recognizes the importance of high quality and cost efficient ambulance services for emergency medical care and treatment of the citizens of and visitors to Imperial Beach; and

WHEREAS, American Medical Response ("AMR") has been the long-term exclusive provider of ambulance services in the Exclusive Operating Area consisting of the geographical areas of the City of Imperial Beach, City of Chula Vista, and Bonita/Sunnyside Fire Protection District, pursuant to a regional ambulance services agreement; and

WHEREAS, AMR has demonstrated through its past performance the ability to provide high quality ambulance services to the participating agencies in the EOA, and to provide its services at competitive prices; and

WHEREAS, the prior Amended and Restated Agreement between AMR and the participating agencies in the EOA commenced on December 11, 2007 and expired on May 31, 2011, and was subsequently extended by agreement of the parties until September 30, 2011 to provide additional time to negotiate a new agreement; and

WHEREAS, on September 27, 2011, the City of Chula Vista, which is the lead agency for the EOA, approved the a Revised and Restated Agreement with AMR for ambulance services to the EOA for a new three year term commencing October 1, 2011; and

WHEREAS, the City of Imperial Beach wishes to continue its contractual relationship with AMR according to the terms and conditions of the Revised and Restated Agreement with AMR approved by the City of Chula Vista on September 27, 2011; and

WHEREAS, because AMR and/or its predecessor agencies have been the exclusive provider of ambulance services to the EOA since 1981, the Revised and Restated Agreement with AMR for ambulance services is exempt from competitive contracting requirements pursuant to Health & Safety Code section 1797.224.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

- 1. That the City finds and determines that the foregoing recitals are true and correct.**
- 2. That the City Manager or his designee be authorized to execute the Revised and Restated Agreement for Basic and Advanced Life Support Service with American Medical Response Ambulance Service, Inc., for a term commencing October 1, 2011 and ending September 30, 2014, with an option to extend the agreement for an additional three-year period at the discretion of the City Manager.**
- 3. This Resolution shall take effect immediately upon adoption.**

4. This action is not a project as defined by CEQA.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

REVISED AND RESTATED AGREEMENT FOR BASIC AND
ADVANCED LIFE SUPPORT AMBULANCE SERVICES

This REVISED AND RESTATED AGREEMENT FOR BASIC AND ADVANCED LIFE SUPPORT AMBULANCE SERVICE ("Agreement") is entered into effective as of October 1, 2011 ("Effective Date"), by and between the CITY OF CHULA VISTA ("CITY"), a municipal corporation, together with Imperial Beach Fire Department and Bonita/Sunnyside Fire Protection District (collectively "PARTICIPATING AGENCIES") and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. F/K/A LAIDLAW MEDICAL TRANSPORTATION, INC., a Delaware corporation, dba AMERICAN MEDICAL RESPONSE, ("AMR").

WITNESSETH

- A. WHEREAS, within the City of Chula Vista, there is a public health and safety need for effective and efficient basic and advanced life support emergency and non-emergency ambulance services; and
- B. WHEREAS, various studies and actual practical experience have clearly demonstrated that communities of the approximate size and population of Chula Vista are best assured of receiving the highest level of emergency and non-emergency ambulance transportation services at the lowest cost to the consumer where service calls are originated through the 911 system if said services are delivered by a single, competent provider on an exclusive basis; and
- C. WHEREAS, the CITY is authorized by Government Code Section 38794 and Municipal Code Sections 5.10.310-5.10.340 to contract for ambulance services as public convenience requires; and
- D. WHEREAS, pursuant to California Health and Safety Code Section 1797.224, the County of San Diego ("County") has adopted a plan, in which it has designated an "exclusive operating area" ("EOA") defined as that part of San Diego County generally known as the City of Chula Vista, Bonita/Sunnyside Fire Protection District, and the City of Imperial Beach, for which EOA the CITY is empowered to contract; and
- E. WHEREAS, the City of Chula Vista Fire Department participates in the EOA's first responder system responding to all emergencies originated in the 911 system; and
- F. WHEREAS, on May 9, 1989, City and Med-Trans, dba Hartson Medical Services, which has since been acquired by AMR, entered into an agreement for the provision of basic and advanced life support and emergency and non-emergency service; such agreement was amended on November 26, 1996 (as amended, the "Original Agreement"); and

- G. WHEREAS, on June 1, 2002, CITY, AMR, and PARTICIPATING AGENCIES entered into an Amended and Restated Agreement for Basic and Advanced Life Support Ambulance Services with an option to extend the Agreement;
- H. WHEREAS, on December 31, 2007, CITY, AMR, and PARTICIPATING AGENCIES entered into a Revised and Restated Agreement for Basic and Advanced Life Support Ambulance Services with an option to extend the Agreement;
- I. WHEREAS, on May 31, 2011, CITY, AMR and PARTICIPATING AGENCIES entered into an Amendment to the Agreement extending the Revised and Restated Agreement for thirty (30) days; and
- J. WHEREAS, on June 30, 2011, CITY, AMR and PARTICIPATING AGENCIES entered into an Amendment to the Agreement extending the Revised and Restated Agreement for ninety (90) days; and
- K. WHEREAS, the parties' desire to extend the Agreement, with revised and restated terms and conditions, as set forth in this REVISED AND RESTATED AGREEMENT FOR BASIC AND ADVANCED LIFE SUPPORT AMBULANCE SERVICE.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. SERVICES

AMR shall, without cost to PARTICIPATING AGENCIES, perform the following services to the satisfaction of PARTICIPATING AGENCIES:

- 1.1 Provide pre-hospital Advanced Life Support ("ALS") and Basic Life Support ("BLS") emergency medical care and transport services in response to medical calls for service received through 911 and/or public safety dispatch and communication centers for calls within the EOA, twenty-four (24) hours each day, seven (7) days a week without interruption, without regard to the patient's financial status.
- 1.2 AMR shall meet a maximum response time of ten (10) minutes for 90 percent of all ALS emergency calls dispatched for each Service Area on a monthly basis.
- 1.3 AMR shall respond to all calls downgraded to BLS calls within twenty (20) minutes for 90 percent of the calls dispatched for each Service Area on a monthly basis.
- 1.4 Response time shall be calculated from the time that a dispatch is received by AMR for the first dispatched ambulance until the time that the first ambulance arrives on the scene or at the designated staging area as designated by the incident commander. If an ALS call is downgraded, the above maximum response time shall not apply;

however, AMR shall be responsible for responding to such a downgraded call as is required for a BLS response.

- 1.5 At a minimum AMR shall provide four (4), Type III ALS capable ambulances, operating twenty-four (24) hours per day; and an additional Type III, ALS ambulance operating twelve (12) hours per day, normally posted within the EOA.
- 1.6 Only ALS responses shall be rendered in direct response to calls for medical emergencies originating from the 911 system or requests from public safety dispatch and/or communications centers.
- 1.7 Participate in disaster preparedness training with EOA personnel. This training shall be in accordance with San Diego County and EOA disaster plans and consist of two (2) training sessions and participation in two (2) exercises per year in order to ensure effective coordination between AMR and EOA employees during disaster operations. AMR will provide a representative in Chula Vista's Emergency Operations Center when reasonably required by local emergency.
- 1.8 Provide and maintain a minimum of one (1) 800 MHz mobile radio per ALS unit with compatible with first responder fire agency radio frequencies within the EOA, "Central Zone" and "Metro Zone".

Provide and maintain a minimum of one (1) 800 MHz portable radio per ALS unit compatible with first responder fire agency radio frequencies within the EOA, "Central Zone" and "Metro Zone."

AMR units assigned to emergency 911 incidents within the EOA will follow radio procedures mutually agreed to between AMR and fire agencies. AMR will participate in the RCIP project which includes AVL capabilities.

AMR units assigned to incidents will comply with the Incident Command System, and report to the Incident Commander (IC) for assignment on the assigned Command and Tactical radio frequencies.

All AMR dispatch data shall be captured electronically on a "real-time" basis with a computer system capable of providing information to CITY with respect to address, times of dispatch, response times, arrival times and unit identifier.

AMR will work with EOA members in developing area specific radio identifiers and designators.

- 1.9 Participate in emergency medical services ("EMS") system activities including development and operation of automatic and mutual aid agreements, disaster drills, paramedic ride-alongs, paramedic intern training, and continuing education programs. AMR also agrees to attend and participate in meetings called at

reasonable frequencies by the CITY for the purpose of planning and coordinating EMS service.

AMR field supervisory staff shall be trained at ICS 300 level within six (6) months of implementation of this agreement. AMR ambulance crews shall be trained at ICS 100 & 200 within six (6) months of implementation of this agreement. AMR will provide proof of this training.

Joint Training:

AMR and CITY shall establish joint training efforts for the sake of better patient care and teamwork between both agencies.

AMR and CITY will establish a mutually agreed upon joint training curriculum and corresponding training calendar for both BLS and ALS. Such training will take place within the CITY, and can be attended by both AMR and CITY crews. This training will be open to other participating agencies.

Examples may include:

CPR Provider Course

EMT Defib / ETAD / AutoPulse Audit (3 times annually)

Infection Control practices & procedures (4 hours)

Protocol Updates

Skills Day (Spinal Immobilization, Helmet removal, Traction Splint, FAST Splint, KED device, Splinting, OB, SOF T tourniquet, etc.)

MCI (START Triage, Triage Tags, Position roles and responsibilities, Treatment areas, Co. MCA Trailers, etc.)

Documentation / CQI Issues

Using aero-medical resources

AMR and CITY will ensure adequate qualified instructors. AMR will provide Instructor Training for CPR and First Aid for the department instructors of the other partner agencies.

If staffing levels decrease due to training needs AMR agrees to staff a Medic Unit for the duration of the training.

EOA Paramedic Knowledge/Skills/Proficiency Retention:

AMR shall accommodate to the best of their ability and provide interested EOA Fire paramedics part-time employment subject to AMR's collective bargaining agreements and their standards related to hiring and retention of employees. Such accommodation is intended for retention of ALS knowledge and skills.

AMR and City will enter an agreement suitable to both agencies a paramedic mentorship program. Such program is designed to allow current EOA paramedics the opportunity to practice and function as paramedics while on-duty for the CITY,

but under the direct supervision of an AMR paramedic. Such program will also have to receive approval from the County Medical Director.

1.10 Provide a complaint procedure as outlined herein:

Whenever a complaint is received, regardless of whether from a health care agency, public safety agency, a patient, or the general public, an Incident Report Form shall be completed. The field supervisor shall conduct the initial investigation with emphasis placed on identification of potential system failures and deficiencies, recommendations for short and long range corrective actions, and the documentation of facts for future review and reference.

Whenever possible, an immediate face-to-face response shall be made by a member of AMR's management team.

All documentation on complaints and criticisms shall be maintained for at least three (3) years and a copy forwarded to appropriate PARTICIPATING AGENCY within thirty (30) days of resolution or, in a case where no resolution is reached, the CITY Manager of the PARTICIPATING AGENCY or his or her designee shall be notified within two (2) business days of determining that the matter is not resolvable.

1.11 AMR shall resupply the Fire Departments of PARTICIPATING AGENCIES with medical supplies and related emergency medical equipment, including Personal Protective Equipment and disposable semi-automatic defibrillator supplies contained within the list of equipment and supplies described in Exhibit "A," up to a maximum cost ("Maximum Resupply Obligation") per fiscal year (July through June).

- a. For equipment and supplies not exchanged one-for-one at the scene, beginning July 1, 2011, the Maximum Resupply Obligation shall be \$16,500. AMR's Maximum Resupply Obligation shall be increased each fiscal year thereafter by 10 percent per year, not to exceed \$20,000 for any fiscal year during the term of this Agreement or subsequent extensions. PARTICIPATING AGENCY will document for AMR the equipment and supplies used but not exchanged at the scene.
- b. The ratio of the resupply amount shall correspond, on a pro rata basis, to the percentage of calls for service for each PARTICIPATING AGENCY.
- c. The cost of the items supplied by AMR shall be determined by the actual invoice cost to AMR. CITY shall be provided with an appropriate statement on a monthly basis from AMR detailing supplies PARTICIPATING AGENCIES have received through this process and the cost assigned to the same. In no event shall AMR's obligation hereunder exceed the actual cost of PARTICIPATING AGENCIES' resupply needs.

- d. AMR shall clearly label all items delivered to the PARTICIPATING AGENCIES and to provide, with the initial order, "Material Safety Data Sheets" for any new items added to the PARTICIPATING AGENCIES' use or inventory.
 - e. In the event that changes in federal, state or local regulations require additional Personal Protective Equipment or other medical equipment or supplies in support of EMS operations, and/or if AMR and CITY, by mutual consent, agree to utilize new equipment in the field to enhance patient care, and the Maximum Resupply Obligation by AMR is thereby caused to be exceeded for a given fiscal year, the parties agree to negotiate in good faith to adjust the maximum limits of AMR's contribution.
 - f. Establish an agreed, standardized-compliment of EMS disposable equipment for fire stations. AMR agrees to deliver or have delivered these inventories to a maximum of three (3) locations within the contract area and incorporate it into their regular weekly rounds and may be changed subject to mutual consent of the Parties.
 - g. Provide to CITY on a monthly basis a re-supply balance sheet. Information shall identify all itemized transactions taken from the re-supply obligation in 1.11 (a) of the Agreement.
 - h. Disposable medical supplies identified in the revised "Exhibit A" (1/16/09) that are not typically replaced "one-for-one" on scene, or the specific make and model are not supplied by AMR will be replaced by AMR in accordance with the supply balance provisions of the contract.
- 1.12 Properly transport and dispose of all biological/medical waste generated by CITY within the EOA while rendering services pursuant to this agreement. Includes biological/medical waste storage sheds at Fire Station #52 and Fire Station #57 (new location).
- 1.13 Provide all ambulances, as well as other vehicles and equipment, that are necessary for the provision of services required under this Agreement (including all fuel, lubricants, maintenance, insurance, and repairs/replacement).
- 1.14 Provide standby ambulance support to the Fire Departments of PARTICIPATING AGENCIES at major emergencies as determined appropriate and necessary by PARTICIPATING AGENCY's incident commander. Exemptions shall be granted to AMR for calls received within the response area for the unit assigned to such incidents during the time that unit is committed. Additionally, calls that can be shown to be exceptions because of the deployment of this resource may also be granted exempt status from response time compliance.

- 1.15 Participate in disaster preparedness planning and training activities carried out by the AGENCIES within the EOA and the County of San Diego. AMR is not responsible for providing medical supplies or equipment for such activities.
- 1.16 Comply with all training requirements established by the State of California, and all applicable policies and provisions established by the San Diego County Emergency Medical Services Division (“SDCEMSD”).
- 1.17 AMR will submit Grooming/Tattoo policies to all participating jurisdictions for review and input within 30 days of the effective date of this Agreement.
- 1.18 AMR will administer a program to make available influenza vaccine (seasonal and pandemic) on an annual basis to all EOA suppression personnel during the term of this Agreement the cost of the vaccines shall be the responsibility of the City.
- 1.19 AMR will administer a program to make available Tetanus, Diphtheria, and Acellular Pertusis (Tdap) booster vaccine available to all EOA suppression personnel as recommended by the California Department of Public Health during the term of this agreement. The cost of the vaccines or serums shall be the responsibility of the City.
- 1.20 AMR Uniforms: Shoulder Patch: A shoulder patch will be developed in conjunction with EOA members and worn by all AMR personnel scheduled to work the South Bay EOA to be agreed to by the EOA members and AMR. Work Uniforms: 1) Rank / File 911 Paramedics: Uniform shirts and pants will be navy blue in color, with black buttons; and 2) Administration: Uniform shirts and pants will navy blue in color with black buttons. AMR will phase in the new uniforms within the first year of this Agreement.

2. SYSTEM REQUIREMENTS

- 2.1 All ambulance units must be equipped and staffed at all times to meet all state and county laws and regulations affecting service delivery. AMR shall operate and maintain all ambulances and equipment in a manner that will not endanger life or property, and in accordance with all existing and future federal, state, and local laws, ordinances, regulations, resolutions, policies, procedures, and protocols applicable to AMR’s performance pursuant to this Agreement. AMR shall maintain Primary Type III Modular ALS units within the EOA in accordance with practices in effect as of the Effective Date.

Preventable Mechanical Failure:

Ambulances dedicated to the Southbay EOA primarily assigned to 911 responses shall be type III units equipped as described in the EOA contract and shall have a maximum service life of 250,000 miles or five (5) years (whichever is less).

Reserve or replacement ambulances shall be Type III units. Type III reserve units as well as units that respond into the Southbay EOA from another area, will not be held to the mileage or year requirements.

CITY shall have the ability to designate a reserve or replacement unit as in need of evaluation if it meets the following criteria:

- Any unit that has been out of service for more than one (1) day (24 hours), four (4) or more times in a calendar year; or
- Any unit that has failed to respond because of a mechanical reason more than once in a calendar year; and
- Excepting that this definition does not include units out of service for regular scheduled maintenance. Once a unit is repaired and placed back into service it shall be monitored for a six (6) month period.

Under extreme circumstances, including but not limited to, a disaster, local emergency or excessive fire activity, AMR shall be granted a variance to this requirement. Once the extreme circumstance has passed, the above requirements will be reinstated.

2.2. Staffing. For all requests for service received through the 911 system and/or public safety dispatch and communication centers for calls within the Service Area, AMR shall ensure that, at a minimum, the staffing requirements of SDCEMSD or other appropriate successor in interest with appropriate authority, will be met at all times. In furtherance of this requirement:

- a. AMR shall guarantee minimum staffing levels on all units assigned to the EOA twenty-four (24) hours per day, 365 days a year.
- b. Such staffing levels shall be mandatory and employees needed for such staffing shall not be released until such time as minimum staffing levels can be maintained.
- c. AMR will provide one (1) AMR supervisor / vehicle which will be available to the South Bay & National City EOA twenty-four (24) hours/day – seven (7) days/week. Typical expectations include: overhead resource for incident operations, incident support (i.e., rehab and medical monitoring), and occasional field training.

2.3 AMR agrees to employ paramedics who meet and/or exceed all state and county licensing and certification requirements. AMR will ensure that all emergency personnel meet the continuing education requirements specified by San Diego County.

2.4 AMR shall notify PARTICIPATING AGENCIES immediately whenever any condition exists which adversely affects delivery of satisfactory emergency medical services to the EOA. For purposes of this paragraph, notification of Heartland Fire Communications and San Diego Fire Dispatch facilities shall be deemed appropriate notification.

- 2.5 Other County-permitted providers' ambulances and personnel may be used for 911 pre-hospital emergency medical care and transport only in accordance with County policy and with approval of AMR.
- 2.6. When it becomes necessary to use other providers to assist in responding to 911 calls, AMR shall include such incidents in the monthly report.
- 2.7 AMR is responsible for assuring that its ambulances are staffed and equipped in accordance with County policy and the terms of this Agreement.
- 2.8 AMR shall participate in and cooperate with other EMS system entities in furthering the development the system.
- 2.9 CITY acknowledges AMR's responsibility to inform each Agency it contracts with of the requirements contained in the Health Insurance & Portability Act of 1996 regarding confidentiality of patient records. The PARTICIPATING AGENCIES agree to uphold the law with regard to the confidentiality of patient records and bear the costs of any violation of patient confidentiality by their respective employees.
- 2.10 A minimum of semi-annual operations meetings for this EOA shall take place. Those present shall include representatives from AMR and representatives from each PARTICIPATING AGENCY. These meetings will take place to review monthly response time reports, and to discuss any other issues involving this contract or operations.

3. RESPONSE TIME PERFORMANCE

System response times are a key measurement of performance. This measurement is the determining factor that drives the placement and redeployment of the system's resources throughout the entire system.

- 3.1 Each incident will be counted as a single response regardless of the number of units that respond.
- 3.2 AMR shall use its best efforts to minimize variations or fluctuations in response time performance.
- 3.3 AMR shall not be held accountable for response time compliance for any request for service outside the EOA. Responses to requests for service outside the EOA will not be counted in the number of total calls used to determine response time compliance under this Agreement.
- 3.4 Compliance Reporting. AMR shall file a report of response time compliance on the following basis:

- a. For the City of Chula Vista, reports of response time compliance shall be submitted on a monthly basis.
- b. For the City of Imperial Beach and the Bonita/Sunnyside Fire Protection District, a report combining the City of Imperial Beach's and the Bonita/Sunnyside Fire Protection District's response times shall be submitted on a monthly basis.
- c. The form and format of such reporting shall approximate the form attached hereto as Exhibit "B", which from time to time may be amended with agreement of the parties, and shall be filed within ten (10) days of the end of the previous month.
- d. Monthly Compliance Reporting: AMR shall submit a monthly report of response time compliance. The format of this report will be developed by AMR, and approved by the CITY within thirty (30) days of signing the amended contract agreement. This report shall include:
 - i. Total number of responses
 - ii. Incident response times
 - iii. Raw compliance (without exceptions) percentage
 - iv. Number of responses receiving exceptions
 - v. Adjusted compliance total with exceptions (percentage)
 - vi. Number of 911 calls handled by other transport provider agencies.

3.5 Response Time Exemptions. It is understood that unusual circumstances beyond AMR's reasonable control can induce response times that exceed the aforementioned standards. "Declared Disasters": AMR may request an exception to response time standards during times of declared emergencies as determined by the Fire Chief or their designee, or calls to a scene related to an activation of "Annex D" of the San Diego County Multi-Hazard Disaster Plan.

Equipment failure, traffic collisions not involving the responding ambulance, or lack of a nearby ambulance shall not furnish grounds for release from general response time standards. If AMR feels that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond AMR's reasonable control, AMR may request that these runs be excluded from response time performance calculations. Each PARTICIPATING AGENCY shall determine the granting of exemptions within its service area. If the PARTICIPATING AGENCY concurs that the circumstances do fit the contract's exemption criteria, it shall allow such exemptions in calculating overall response time performance.

- a. Each request for exemption will be accompanied by a completed "Exception Inquiry Form" attached hereto as Exhibit "C," which from time-to-time may be amended with the agreement of the parties, and shall be filed within ten (10) days of the end of the previous month.

- b. The PARTICIPATING AGENCIES will have ten (10) days from the receipt of the requested exemptions in which to notify AMR as to whether the requested exemptions have been granted or denied.

3.6 Reassignment En Route. If a responding ambulance is reassigned en route from a first call to second call prior to arrival at the incident location, the response time clock will not stop on the first call until the arrival of an appropriately staffed ambulance on the scene of the first call.

- a. Separate code classifications and response time measurements will be kept on each call.
- b. AMR is expected to meet the applicable response times for the calls, even when diverted.

3.7 Notwithstanding any other provision within this Agreement, the ALS Ambulance may be canceled en route or down graded by dispatch, or any on-duty paramedic, EMT, or public safety officer at the scene consistent with San Diego County medical protocols.

3.8 Cancellation of Calls. Calls cancelled prior to the arrival of an ambulance on scene shall not be included in determining monthly response time compliance, but will be noted in the monthly report.

4. PENALTIES FOR RESPONSE TIME NON-COMPLIANCE

4.1 In the event AMR fails to meet the response time requirements in any service area, AMR shall be assessed penalties as follows:

- a. If AMR fails to meet the response time criteria, after exemptions (if any) have been granted, AMR shall add an additional six (6) ALS Type III unit-hours per day to the EOA.
- b. These additional unit-hours described in paragraph 4.1 shall remain in place until such time and AMR has maintained response time compliance for two (2) consecutive months.
- c. Notwithstanding paragraph 4.1, in the event that AMR has nine (9) or more ALS calls for service in one (1) calendar month with response times of twenty (20) minutes or longer, the following penalty shall apply: AMR shall add an additional eight (8) ALS Type III unit-hours per day to the EOA for two (2) months.
- d. These additional unit-hours described in paragraphs 4.1 and 4.3 shall be implemented within seven (7) days of the final determination of non-compliance.

5. FEE SCHEDULES

AMR shall operate a billing and accounts receivable system that is humane, well-documented, easy to audit, and which minimizes the effort required of patients to recover funds from third party sources for which they may be eligible. AMR shall be able to provide quarterly and annual reports as specified by CITY.

- 5.1 AMR is authorized to bill patients transported on calls originating as medical calls for service through 911 and/or public safety dispatch and communication centers according to AMR's fee structure attached as Exhibit "D," which may be modified from time to time as described in Subparagraphs below.
- 5.2 Rates charged for Base Rate, Oxygen, Mileage, Night Charges and Treatment only (No Transport) ("Primary Rate Components") shall not be increased above those set forth on Exhibit "D" for the period October 1, 2011 until September 30, 2012.
- 5.3 For each of the three (3) contract years October 1, 2011 to September 30, 2012 (year 1) and October 1, 2012 to September 30, 2013 (Year 2); and October 1, 2013 to September 30, 2014 (Year 3), the Primary Rate Components may be increased at AMR's discretion by an amount not to Exceed seven (7) percent per year. A justification of this rate increase is also contained in Exhibit "D."
- 5.4 If the CITY exercises its option to extend the Agreement for an additional term of three (3) years, AMR agrees to meet and confer with the CITY for the purpose of negotiating limitations on maximum rate increases in those years.
- 5.5 The meet and confer process shall begin six (6) months prior to the expiration of Year 3 of the initial term.
- 5.6 All other non-Primary Rate Component charges, while not specifically assigned maximum rates under this Agreement, shall not exceed industry standard rates charged by AMR and other ALS/BLS service providers within the County of San Diego.
- 5.7 AMR reserves the right to submit a request to the Chula Vista City Council for a fee increase, in addition to that allowed above, for extraordinary expenses in any of the following categories:
 - Vehicle physical damage insurance
 - Professional liability insurance
 - Workers Compensation insurance
 - General liability insurance
 - Gasoline, diesel, propane, oil and petroleum products
 - Pharmaceuticals or medical supplies

Extraordinary expenses are defined as an increase in cost from the previous year of twenty (20) percent or more for a specific contract year in any of the above-stated categories. The

Chula Vista City Council reserves the right to approve or disapprove such a request in its sole discretion.

5.8 Notwithstanding the above, AMR also reserves the right to submit a request for a fee increase in the event of any extraordinary change in the payment or cost recovery provisions in MediCal, MediCare, or their successor programs.

5.9 The CITY shall notify AMR in writing of approval or disapproval of the increase within thirty (30) calendar days of receipt of accurate and complete information satisfactorily supporting any increase.

5.10 In the event that either Bonita/Sunnyside FPD or the City of Imperial Beach withdraws from this Agreement, the minimum ambulance requirements of the above subparagraph shall be waived, and new minimum ambulance requirements established upon mutual Agreement between the parties. The withdrawing AGENCY must provide no less than 180 days notice to all parties of its withdrawal.

6. INSURANCE

AMR shall obtain and maintain at all times a policy of insurance by an insurance carrier acceptable to CITY against loss from public and automobile liability arising from any operation or activity of AMR, its agents or employees. Types and amounts of such insurance to be maintained shall be as defined in Exhibit "E" Insurance Requirements, which is hereby adopted by reference and hereby made part of this Agreement.

7. HOLD HARMLESS & INDEMNIFICATION

AMR shall indemnify, protect, defend and hold harmless the CITY and PARTICIPATING AGENCIES, its officers, agents, elected officials, volunteers and employees from and against all claims demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, damages, losses and expenses, including attorneys' fees and other costs of defense, arising out of or resulting from the performance by AMR, its officials, officers, employees, agents, and contractors, of the services specified in this Agreement caused, or alleged by third parties to have been caused, by any intentional or negligent act or omission of AMR, any subcontractor of AMR or anyone directly or indirectly employed by AMR or its subcontractors, except to the extent caused by the sole negligence or willful misconduct of the CITY and PARTICIPATING AGENCIES, any subcontractor of the PARTICIPATING AGENCIES, or anyone directly or indirectly employed by the PARTICIPATING AGENCIES or its subcontractors.

Costs of Defense and Award. Included in the obligations in the Paragraph above, is the AMR's obligation to defend, at AMR's own cost, expense and risk, any and all suits, actions or other legal proceedings, that may be brought or instituted against CITY and PARTICIPATING AGENCIES, its directors, officials, officers, employees, agents and/or volunteers, subject to the limitations contained in the Paragraph above. AMR shall pay and satisfy any judgment, award or decree that may be rendered against CITY and PARTICIPATING AGENCIES or its directors, officials,

officers, employees, agents and/or volunteers, for any and all related legal expenses and costs incurred by each of them, subject to the limitations contained in the Paragraph above.

AMR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY and PARTICIPATING AGENCIES, its directors, officials, officers, employees, agents, and/or volunteers. AMR agrees to pay any and all costs CITY AND PARTICIPATING AGENCIES incur in enforcing the indemnity and defense provisions set forth above.

AMR's obligations under the above provisions shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

8.1 Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. AMR is not an employee of CITY and is not entitled to any of the rights, benefits, or privileges of CITY employees, including, but not limited to medical, unemployment, or workers' compensation insurance.

8.2 This Agreement contemplates the personal service of AMR and AMR's employees or independent contractors, and it is recognized by the parties that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of AMR.

8.3 Neither CITY nor its officers, agents or employees shall have any control over the conduct of AMR or any of AMR's employees or independent contractors, except as herein set forth, and AMR expressly agrees not to represent that AMR, or any of AMR's agents, servants, employees or independent contractors, are in any manner agents, servants or employees of CITY, it being understood that AMR, its agents, servants, employees and independent contractors are as to CITY wholly independent contractors and that AMR's obligations to CITY are solely such as prescribed by this Agreement.

9. ASSIGNMENT

AMR shall not assign any portion of this Agreement or the services to be rendered thereunder without the written consent first obtained from CITY, which will not be unreasonably withheld.

10. PERMISSION TO SUBCONTRACT SERVICES

AMR may subcontract for ALS First Responder services with each PARTICIPATING AGENCY within the service area. Each agency may enter into an agreement with AMR for the provision of those services.

10.1 The parties agree that upon execution of such subcontracts for First Responder services, response time performance standards may be modified and applicable paragraphs of this Agreement modified in conformance with these new standards.

11. RIGHT TO REQUIRE PERFORMANCE

The failure of CITY at any time to require performance by AMR of any provisions hereof, shall in no way effect the right of CITY thereafter to enforce same. Nor shall waiver by CITY of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

12. SEVERABILITY

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, such provisions shall be deemed severable, and the other provisions shall not be affected but shall remain in full force and effect.

13. AUDIT AND REPORTING PROCEDURES

AMR agrees to allow CITY officials complete access to all operational and financial records and data (including computer generated reports) pertaining to the services provided pursuant to this Agreement. All records and documents regarding this service shall be available in the County of San Diego for a period of not less than three (3) years. AMR further agrees to submit to CITY the following reports:

13.1 San Diego County (pre-hospital patient records) EMS Report Forms (ALS and BLS) on request.

13.2 Annual Financial Report that shows revenues billed and collected by payment source for calls originating within the EOA which includes a list of all transports. (Note: CITY reserves the right to conduct spot checks of patient billings.)

13.3 Monthly Response Time Analysis Report that shows percentage of calls arrived within minute parameters and shows all late responses for all classifications.

13.4 Monthly Exception Report that lists all response performance exceptions requested. AMR shall make every responsible effort to identify the cause of such extended response time and shall document efforts to eliminate repetitions of that cause of poor response time performance if requested by PARTICIPATING AGENCIES. (Note: time in the system is counted in seconds, not in whole minutes.)

13.5 Annual Collection Percentage Report, which shows a breakdown of collection performance.

14. NOTICES

All notices to AMR shall be mailed to:

General Manager
American Medical Response Ambulance Service, Inc.

8808 Balboa Avenue
San Diego, California 92123

and

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

All notices to PARTICIPATING AGENCIES shall be mailed to:

Fire Chief
City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

and

City Manager
City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

and

Fire Chief
City of Imperial Beach
865 Imperial Beach Boulevard
Imperial Beach, California 91932

Fire Chief
Bonita Sunnyside F.P.D.
4900 Bonita Road
Bonita, CA 91902

15. CONSIDERATION

Consideration provided to AMR for the comprehensive services to be provided by AMR is that CITY shall grant to AMR the exclusive rights to provide emergency and non-emergency basic and advanced life support service within the EOA originated through the 911 system.

16. CONTRACT ADMINISTRATION

The CITY designates the City Manager, City of Chula Vista, 276 Fourth Avenue, Chula Vista, California 91910, or his/her designated representative, to administer this Agreement on behalf of the CITY. AMR designates Michael Murphy, General Manager, 8808 Balboa Avenue, Suite 150, San Diego, California 92123, to administer this Agreement on behalf of AMR. All reports, proposal, letters, notices and/or other correspondence shall be sent to the attention of the designated representatives at their respective addresses.

17. TERM OF AGREEMENT AND RENEWAL PROVISIONS

This REVISED AND RESTATED AGREEMENT shall commence on October 1, 2011. The Agreement shall terminate at midnight, September 30, 2014, unless extended as provided for herein.

This Agreement may be extended for one (1) additional period of three (3) years at CITY's option, in its sole discretion. CITY shall exercise its option to extend by sending written notice to AMR of its intent by no later than six (6) months prior to the expiration of the then current term. If CITY fails to notify AMR of its intent as provided above, then AMR shall notify CITY in writing of its desire to extend or not to extend the term, and CITY shall have an additional thirty (30) days from its receipt of such notice to make its election. Factors that will be considered by the CITY include AMR's response time performance, compliance with the terms and provisions of this Agreement, AMR's responsiveness and cooperation in relationships with the CITY, County Emergency Medical Services and the Base Hospitals, and any other factors considered of importance to the CITY in its sole discretion.

18. RIGHT OF AMR TO TERMINATE AT BEGINNING OF YEAR 4.

18.1 Notwithstanding any other provisions of this Agreement, should the parties fail to come to agreement on base rate charges at the beginning of the extension periods AMR may terminate this Agreement by written notification to the CITY providing notice of the effective date of such termination which shall not be less than 365 days from the receipt of the notice. Service shall continue under the terms of this Agreement for the time specified in the notice from AMR.

18.2 If after due diligence by the CITY, the CITY has not procured alternative ALS/BLS services, the CITY shall be entitled to order an extension of service for an additional period of up to 180 days after the termination by AMR. The CITY shall notify AMR in writing at least sixty (60) days prior to the expiration of the one-year notice. Service shall continue under the terms of this Agreement for the time specified in the notice from CITY.

19. TERMINATION FOR CAUSE, LIQUIDATED DAMAGES

19.1 CITY may immediately terminate this Agreement if AMR's license to operate ambulances by the state is revoked or suspended.

19.2 CITY may terminate this Agreement for material breach, if the material breach is not cured within thirty (30) days after a written notice specifying the cause is delivered to

Michael Murphy, General Manager, American Medical Response Ambulance Service, Inc., 8808 Balboa Avenue, San Diego, CA 92123 and Legal Department, American Medical Response, Inc., 6200 South Syracuse Way, Suite 200, Greenwood Village, CO 80111 .

a. Material breach shall include, but not limited to:

- (1) Failure to comply with the material terms and conditions of this Agreement, after notice of the failure has been given to AMR;
- (2) Gross misinterpretation or fraud;
- (3) Failure to operate in compliance with the requirements of the applicable federal, state and local laws, rules and regulations relating to the provision of ALS paramedic and BLS ambulance service.

19.3 If, within the thirty (30) days after delivery of the written notice of termination for Material breach, the material breach has not been cured to the reasonable satisfaction of CITY's representative, then CITY may terminate this Agreement effective as of a date specified in a written notice of termination delivered thereafter. During the thirty (30) day cure period, if CITY determines that the public health and safety would be endangered by the continued provision of service by AMR, in consultation with the County EMS Medical Director or designee, CITY may nevertheless, immediately suspend further performance and give written notice of immediate termination of this Agreement.

19.4 If, after termination of this Agreement for cause by CITY pursuant to 19.1 and 19.2, it is ultimately determined by an arbitrator that CITY's termination was not justified (that AMR had not committed a material breach of this Agreement), CITY and AMR agree that the injury AMR may suffer as the result of such conduct by CITY is, impossible to ascertain or estimate and that the sum of \$50,000, shall be paid by CITY to AMR and is a reasonable estimate of the potential injuries suffered. Said amount is agreed upon as liquidated damages and not as a penalty.

19.5 Any waiver, acceptance of services, or failure to require compliance as it relates to the Agreement shall not be deemed to be a waiver of any other breach of or change to the terms of, or operate to stop CITY from enforcing the provisions of this Agreement. A consent to one assignment by CITY shall not be deemed to waive the right to consent to any future assignments.

20. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions to the foregoing, CITY may terminate this Agreement at any time and for any reason, by giving specific written notice to AMR of such termination and specifying the effective date thereof, at least 180 days before the effective date of such termination. In the

event the Agreement is terminated by CITY as provided in this paragraph, AMR shall be entitled to receive compensation for services rendered prior to the effective date of such termination. AMR hereby expressly waives any and all claims for damage or compensation arising from termination as provided for herein.

21. APPLICABILITY IN IMPERIAL BEACH

This Agreement shall apply throughout the EOA; provided, however, with regard to the provision of services within the corporate limits of the City of Imperial Beach, the provisions of paragraph 3 (response time commitments) and Exhibit "D" (base rates) shall be superseded by the provisions, if any, in any agreement in effect between AMR and the City of Imperial Beach.

If AMR and the City of Imperial Beach do not have an agreement in effect at any time during the term of this Agreement, then response times and the Fee Schedule for the Imperial Beach portion of the EOA shall be as provided herein.

22. AGREEMENT TO REOPEN NEGOTIATIONS

At any time during the term of the Agreement, either party reserves the right to propose system enhancement changes which will better meet the needs of the service area. The parties agree to meet and confer and determine the appropriateness of any such change to the system and any necessary or appropriate corresponding increase in AMR's rates. Any such change shall be by mutual agreement with each party acting in its sole discretion.

23. SIDE-LETTER AGREEMENTS

Under the authority of this Agreement, the CITY and PARTICIPATING AGENCIES are permitted to enter into side-letter agreements with AMR specifying different levels of services, response time commitments and rates provided to each of them. These side-letters will only be binding upon AMR and the parties entering into them and the benefits therein will not accrue to any party not entering into a side-letter agreement.

24. PERFORMANCE BOND

This Agreement also requires that AMR deposit with the CITY a performance bond in the amount of \$300,000.00 in favor of CITY and PARTICIPATING AGENCIES. A copy of said bond and miscellaneous definitions are attached hereto as "Exhibit F." CITY shall only call the bond after the following conditions precedent have been satisfied: (i) AMR materially breaches the Agreement; (ii) CITY issues a written declaration of material breach; (iii) AMR fails to cure the material breach; and (iv) the CITY terminates the Agreement.

25. COMPLIANCE.

The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-kickback statute. The funding set forth in this Agreement (and/or any "side letter") shall be used only for the City services or system Enhancements set forth

herein. The CITY and each PARTICIPATING AGENCY warrants and represents that the payments made by AMR shall be less than or equal to the CITY's or PARTICIPATING AGENCY's actual costs to provide those services or system Enhancements. No funds shall be used by the City or a PARTICIPATING AGENCY in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

26. COMPLIANCE PROGRAM AND CODE OF CONDUCT.

AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

27. NON-EXCLUSION.

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate the Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

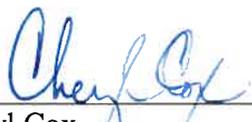
28. REFERRALS.

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

SIGNATURE PAGE TO AMENDED
AND RESTATED AGREEMENT FOR BASIC
AND ADVANCED LIFE SUPPORT AMBULANCE
SERVICE

THE CITY OF CHULA VISTA

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.
a Delaware Corporation, dba
AMERICAN MEDICAL RESPONSE

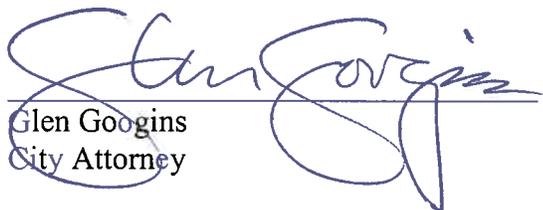


Cheryl Cox
Mayor of the City of Chula Vista

Name: Title:

ATTEST:

Approved as to form by:



Glen Googins
City Attorney

CITY OF IMPERIAL BEACH

BONITA/SUNNYSIDE FIRE
PROTECTION DISTRICT

Gary Brown
City Manager

Scott Walker
Fire Chief

Exhibit "A"
Equipment List

- 4x4 Non Sterile
- 4x4 Sterile
- ABD Pads
- Ace Wraps 3"
- Band Aids
- Chux
- Cold Packs
- Defib Pads
- Eye Pads
- Flashlight
- Hot Packs
- Kerlix
- Occlusive Dressing
- Sam Splints
- Stethoscope
- Tape - 1" Transpore
- Tape - 1" Waterproof
- Tape - 2" Bron
- Trauma Dressing
- Trauma Shears
- Triangular Bandage
- Tourniquet
- Bulb Syringe
- O2 Wrench, small
- KY Jelly Packets
- Nasal Airway 12-36 fr
- Oral Airway, 0-6
- Nasal Cannula, Adult
- Nasal Cannula, Ped
- O2 Mask, NRB, Adult
- O2 Mask, NRB, Ped
- O2 Mask, Ped
- C-Collar each size
- NS, 600cc, Sterile
- Water, 500cc, Sterile
- Sharps Container
- Splint Arm & Leg each
- Sta-Bloks, Head Immobilizers
- Ambu-Bag, Adult set
- Ambu-Bag, Ped. Set
- Ambu-Bag, Infant set
- Mask, Resuscitator, ped
- Mask, Resuscitator, Infant
- Oxygen
- O2 Rings
- O2 Wrench
- O2 Humidifier
- O2 Nebulizer Set
- O2 Nebulizer Adult
- O2 Nebulizer Ped
- NaCl Bullet, 3cc
- Suction Cannister, 800cc w/lid
- Suction Cannister, 1200cc w/ lid
- Suction Cath. Rigid Tip
- Suction Cath, Flexible, 6-18 fr. Each
- Suction Connection Tubing
- Suction, Portable
- B/P Cuffs (Adult, Thigh, Ped, Infant)
- Gloves, Exam, Box each small, med, large
- Gloves, Sterile, pr Each 7,8
- Hydrogen Peroxide
- Mask, Surgical
- Mask, Hepa
- OB Kit
- Plastic Bags, Clear, Large
- Plastic, Bags, Clear, small
- Plastic, Bags, Red
- Plastic, Bags, Yellow, Large

Imperial Beach/ Bonita Paramedic Response Compliance Report

Reporting Period
through

Imperial Beach/ Bonita Contractual Compliance

Responses	Transports	Exceptions	Granted Exemptions
0	0	0	0
Compliance % 00.00%			

Subzone Operational Performance

Area	Responses	Transports	Exceptions	Granted Exemptions	Compliance %
Bonita	0	0	0	0	00.00%
Imperial Beach	0	0	0	0	00.00%

PARAMEDIC UNIT RESPONSE TIME SUMMARY

District: Bonita

PERIOD: Through

Final Report

Response Times (Received to On Scene)	Total Runs	Exempl	Adjusted Runs	Percent	Accumulative %
00:00 - 01:00 MIN	0		0	0.00%	0.00%
01:01 - 02:00 MIN	0		0	0.00%	0.00%
02:01 - 03:00 MIN	0		0	0.00%	0.00%
03:01 - 04:00 MIN	0		0	0.00%	0.00%
04:01 - 05:00 MIN	0		0	0.00%	0.00%
05:01 - 06:00 MIN	0		0	0.00%	0.00%
06:01 - 07:00 MIN	0		0	0.00%	0.00%
07:01 - 08:00 MIN	0		0	0.00%	0.00%
08:01 - 09:00 MIN	0		0	0.00%	0.00%
09:01 - 10:00 MIN	0		0	0.00%	0.00%
10:01 - 11:00 MIN	0		0	0.00%	0.00%
11:01 - 12:00 MIN	0		0	0.00%	0.00%
Total Exemptions Requested: 0			Adjusted Compliance With		
Total Exemptions Granted: 0			Granted Exemptions: 00.00%		
12:01 - 13:00 MIN	0	0	0	0.00%	00.00%
13:01 - 14:00 MIN	0	0	0	0.00%	00.00%
14:01 - 15:00 MIN	0	0	0	0.00%	00.00%
15:01 - 16:00 MIN	0	0	0	0.00%	00.00%
16:01 - 17:00 MIN	0	0	0	0.00%	00.00%
17:01 - 18:00 MIN	0	0	0	0.00%	00.00%
18:01 - 19:00 MIN	0	0	0	0.00%	00.00%
19:01 - 20:00 MIN	0	0	0	0.00%	00.00%
20:00 MIN OR GREATER	0	0	0	0.00%	00.00%
TOTALS	0	0	0	00.0%	00.00%
Total Transports	0				

Average Paramedic Response Time: 0.00

Prepared by William Meixner, AMR - San Diego, Utilization Analyst

PARAMEDIC UNIT RESPONSE TIME SUMMARY

District: Imperial Beach

PERIOD: Through

Final Report

Response Times (Received to On Scene)	Total Runs	Exempt	Adjusted Runs	Percent	Accumulative %
00:00 - 01:00 MIN	0		0	0.00%	0.00%
01:01 - 02:00 MIN	0		0	0.00%	0.00%
02:01 - 03:00 MIN	0		0	0.00%	0.00%
03:01 - 04:00 MIN	0		0	0.00%	0.00%
04:01 - 05:00 MIN	0		0	0.00%	0.00%
05:01 - 06:00 MIN	0		0	0.00%	0.00%
06:01 - 07:00 MIN	0		0	0.00%	0.00%
07:01 - 08:00 MIN	0		0	0.00%	0.00%
08:01 - 09:00 MIN	0		0	0.00%	0.00%
09:01 - 10:00 MIN	0		0	0.00%	0.00%
10:01 - 11:00 MIN	0		0	0.00%	0.00%
11:01 - 12:00 MIN	0		0	0.00%	0.00%
Total Exemptions Requested: 0			Adjusted Compliance With		
Total Exemptions Granted: 0			Granted Exemptions: 00.00%		
12:01 - 13:00 MIN	0	0	0	0.00%	00.00%
13:01 - 14:00 MIN	0	0	0	0.00%	00.00%
14:01 - 15:00 MIN	0	0	0	0.00%	00.00%
15:01 - 16:00 MIN	0	0	0	0.00%	00.00%
16:01 - 17:00 MIN	0	0	0	0.00%	00.00%
17:01 - 18:00 MIN	0	0	0	0.00%	00.00%
18:01 - 19:00 MIN	0	0	0	0.00%	00.00%
19:01 - 20:00 MIN	0	0	0	0.00%	00.00%
20:00 MIN OR GREATER	0	0	0	0.00%	00.00%
TOTALS	0	0	0	00.0%	00.00%
Total Transports	0				

Average Paramedic Response Time: 0.00

Prepared by William Meixner, AMR - San Diego, Utilization Analyst

PARAMEDIC UNIT RESPONSE TIME SUMMARY

District: Chula Vista

PERIOD: Through

Final Report

Response Times (Received to On Scene)	Total Runs	Exempt	Adjusted Runs	Percent	Accumulative %
00:00 - 01:00 MIN	0		0	0.00%	0.00%
01:01 - 02:00 MIN	0		0	0.00%	0.00%
02:01 - 03:00 MIN	0		0	0.00%	0.00%
03:01 - 04:00 MIN	0		0	0.00%	0.00%
04:01 - 05:00 MIN	0		0	0.00%	0.00%
05:01 - 06:00 MIN	0		0	0.00%	0.00%
06:01 - 07:00 MIN	0		0	0.00%	0.00%
07:01 - 08:00 MIN	0		0	0.00%	0.00%
08:01 - 09:00 MIN	0		0	0.00%	0.00%
09:01 - 10:00 MIN	0		0	0.00%	0.00%
Total Exemptions Requested: 0			Adjusted Compliance With		
Total Exemptions Granted: 0			Granted Exemptions: 00.00%		
10:01 - 11:00 MIN	0	0	0	0.00%	00.00%
11:01 - 12:00 MIN	0	0	0	0.00%	00.00%
12:01 - 13:00 MIN	0	0	0	0.00%	00.00%
13:01 - 14:00 MIN	0	0	0	0.00%	00.00%
14:01 - 15:00 MIN	0	0	0	0.00%	00.00%
15:01 - 16:00 MIN	0	0	0	0.00%	00.00%
16:01 - 17:00 MIN	0	0	0	0.00%	00.00%
17:01 - 18:00 MIN	0	0	0	0.00%	00.00%
18:01 - 19:00 MIN	0	0	0	0.00%	00.00%
19:01 - 20:00 MIN	0	0	0	0.00%	00.00%
20:00 MIN OR GREATER	0	0	0	0.00%	00.00%
TOTALS	0	0	00	00.0%	00.00%
Total Transports	0				

Average Paramedic Response Time: 0.00

Prepared by William Meixner, AMR - San Diego, Utilization Analyst



Exhibit C

Paramedic Exception Report Response Exemption Request Form

Unit:	Incident #:	Date:	Compliance Zone:		
Location:					
Received:	Dispatched:	Enroute:	Onscene:	Dispatch Time:	Response Time:
Crew Members:	/				
Responded From:					
Dispatcher:					
Dispatcher Notes:					
Exception Notes:					

Fire Department Review

Request Approved for Exemption Request Denied

Reviewed by (print): _____

Reviewer's Signature: _____

Reviewer's Comments:

EXHIBIT D

DESCRIPTION	RATES
Treatment Only (no transport)	\$202.60
Mileage Rate per loaded mile or fraction thereof	\$26.24
Oxygen Charge	\$94.83
Night Charge	\$93.94
ALS Transport Base Rate*	
BLS Transport Base Rate	\$651.87

* Chula Vista, Bonita and Imperial Beach ALS transport base rates set by each party's side-letter agreement with AMR.

Exhibit D

SOUTH BAY FEE SCHEDULE

Charge	Bonita	Chula Vista	Imperial Beach
ALS Base Rate	\$ 880.76	\$ 860.91	\$ 942.74
ALS2 Base Rate	\$ 1,000.76	\$ 980.91	\$ 1,062.74
BLS Emergency Base Rate	\$ 651.87	\$ 651.87	\$ 651.87
Mileage	\$ 26.24	\$ 26.24	\$ 26.24
Oxygen	\$ 94.83	\$ 94.83	\$ 94.83
Night Charge	\$ 93.94	\$ 93.94	\$ 93.94
Treatment Only	\$ 202.60	\$ 202.60	\$ 217.88

**Additional supplies as used

EXHIBIT E

INSURANCE REQUIREMENTS FOR AMR ("CONSULTANT")

Consultant must procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the consultant, his agents, representatives, employees or subcontractors and provide documentation of same prior to commencement of work. The insurance must be maintained for the duration of the contract.

Minimum Scope of Insurance

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001 or equivalent)
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability or Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability:
(Including operations, products and completed operations, as applicable.) | \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. |
| 2. Automobile Liability: | \$2,000,000 per accident for bodily injury and property damage. |
| 3. Workers' Compensation
Employer's Liability: | Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee |
| 4. Professional Liability: | \$2,000,000.00 each occurrence |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

Other Insurance Provisions

The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the consultant's including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the contractor's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products / Completed Operations coverage.
2. The *consultant's General Liability insurance coverage must be primary insurance as it pertains to the City*, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
3. Consultant shall endeavor to provide thirty (30) days' prior written notice to the City by certified mail, return receipt requested of any cancellation of coverage.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Consultant's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract.

If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

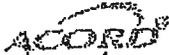
Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause.

Subcontractors

Consultants must include all sub-consultants as insureds under its policies or furnish separate certificates for each sub-consultant. All coverage for sub-consultants are subject to all of the requirements included in these specifications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMERICA USA INC. 1725 17TH STREET, SUITE 2100 DENVER, CO 80202-6534	<div style="border: 1px solid black; padding: 10px; font-size: 24px; font-weight: bold;">Exhibit E</div>	CONTACT NAME: _____ PHONE (A/C, H/B, Ext): _____ FAX (A/C, H/B): _____ EMAIL: _____ ADDRESSES: _____ PRODUCER: _____ DATE/STATE: _____												
		<table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22187</td> </tr> <tr> <td>INSURER B: Emergency Insurance Co of North America</td> <td>18497</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22187	INSURER B: Emergency Insurance Co of North America	18497	INSURER C: Lexington Insurance Company		INSURER D:		INSURER E:	
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INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** 564-0173313-03 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIF \$250,000 <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> SET <input type="checkbox"/> LOC		NS-60512011	03/20/11	03/31/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,750,000 MED EXP (Per year/occurrence) \$ 100,000 PERSONAL & ADV INJURY \$ 2,750,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,750,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UNLIMBLIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> UNLIMBLIAB <input type="checkbox"/> RETENTION \$		NS-40000153	03/20/11	03/31/12	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ SOCIALLY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ EACH OCCURRENCE AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETARY PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? (Monetary limit in HR) <input type="checkbox"/> If yes, it applies under DESCRIPTION OF OPERATIONS/VEHICLES	Y/N N	NS-RC16472511 RO5 SCFC16170033 W1 WLRCH16472511 AZ, CA, MA WDRAC16472511 EX WC RCH WY	03/20/11	03/31/12	<input checked="" type="checkbox"/> WC STATE <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> CITY- EA \$ 1,000,000 EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EA OCCUR AGG 20,000,000 SIF 3,000,000
C	HEALTH CARE PROFESSIONAL LIABILITY (CLAIMS MADE)		03/20/11	03/31/12		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule 3 - more space is required)
 No Endorsement coverage for GARS (if needs).

CERTIFICATE HOLDER American Medical Association 500 North Dearborn Avenue Suite 192 San Diego, CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of America USA Inc. Sharon A. Blumhoff <i>Sharon A. Blumhoff</i>
--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ADDITIONAL INFORMATION		SEA-001715313-05	DATE (MM/DD/YY) 03/29/2011
PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534			
850539-12345-GA/WUP-11/12		INSURERS AFFORDING COVERAGE	NAIC #
INSURED EMERGENCY MEDICAL SERVICES CORPORATION 6200 SOUTH SYRACUSE WAY, SUITE 200 GREENWOOD VILLAGE, CO 80111-4737		INSURER G:	
		INSURER H:	
		INSURER I:	
		INSURER J:	

TEXT

*\$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC46470927

INSURER: A - ACE AMERICAN INSURANCE COMPANY
POLICY #: ISA H08633101
COVERAGE: AUTOMOBILE LIABILITY (NY)
POLICY TERM: 01/01/11 TO 01/01/12
LIMIT: \$50,000 COMBINED SINGLE LIMIT

CERTIFICATE HOLDER

American Medical Response 8808 Balboa Avenue Suite 150 San Diego, CA 92123	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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Exhibit "F"

Definitions

The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1 - 9; California Code of Regulations, Title 13, Division 2, Chapter 5, Article 1; and Division 2.5, Chapters 2 - 11 of the California Health and Safety Code, shall apply to this Agreement unless the Agreement indicates otherwise. By way of example such definitions shall include, but not be limited to EMT, EMT-1A, EMT-Paramedic, Paramedic, Emergency Medical Services Agency and/or Medical Director.

- 1) **Ambulance** is defined as any motor vehicle which meets current specifications and is licensed as an ambulance by the State of California and is permitted in the County of San Diego.
- 2) **Arrival at Incident Location** is defined as the moment the EMS personnel notify an appropriate Communications Center that an emergency response unit is at its parking position at the scene of an incident (e.g., the entrance to a specific apartment building, not merely the entrance to the apartment complex in general; or an actual collision scene - not merely an approach location within sight of the collision). For purposes of this paragraph, arrival at locked gates of a occupancy shall constitute arrival as shall arrival at an appropriate or designated staging area or "stand-back" location.
- 3) **Back-up** is defined as assistance from another a unit not normally assigned to the EOA from outside the EOA by responding into the Exclusive Operating Area at the request of AMR.
- 4) **Call(s) for Service** shall mean requests for emergency medical ambulance service received by Heartland Fire Communications Center or other Public Safety Answering Point serving the Service Area.
- 5) **CMS** means Centers for Medicare and Medicaid Services. This agency of the United States Department of Health and Human Services was formally known as the Health Care Financing Administration (HCFA).
- 6) **Computer-aided Dispatch** (hereinafter referred to as "CAD") is a system of computer hardware and software that facilitates call taking, resource dispatch and deployment, dispatch and unit times documentation, creation and real time maintenance of incidents, data base and management information system.
- 7) **Code 2** is a response to an emergency which has been designated in strict accordance with approved protocols as non-life threatening at call reception by appropriate AMR Communications personnel or other appropriate Public Safety Answering Point (hereinafter referred to as "PSAP") personnel. Vehicles responding Code 2 shall obey all traffic signs and respond without the use of the siren.

- 8) Code 3 is a response to an emergency which has been designated in strict accordance with approved protocols as life-threatening by appropriate AMR Communications personnel or other appropriate PSAP personnel. Vehicles responding Code 3 shall respond as quickly as possible using lights and siren and may move through traffic against directional signs if it can be done safely.
- 9) AMR Communications Center is the central medical emergency dispatch center from which all emergency ambulances operating in the EOA are dispatched and controlled.
- 10) Emergency is defined as a perceived need for immediate medical attention or an incident in which the potential for such need for immediate medical attention is perceived by emergency medical personnel or public safety personnel, and in which a delay in providing such services may aggravate the medical condition or cause the loss of life.
- 11) Emergency Medical Dispatch (hereafter referred to as "EMD") is a protocol driven system of caller interrogation that allows communications personnel trained as Emergency Medical Dispatchers to provide medical care instructions, including bleeding control, airway management, and CPR.
- 12) Exception is a late response as determined by response time criteria.
 - a) Exclusive Operating Area (hereinafter referred to as "EOA") is defined as the EMS area or sub-area defined in the EMS plan within which only the designated emergency medical care and transport service may provide pre-hospital emergency medical care and transport services in response to calls received through the 9-1-1 system for a defined period of time. For purposes of this Agreement, the EOA refers to the geographical boundaries of the City of Chula Vista, Imperial Beach and Bonita/Sunnyside Fire Protection District.
- 13) Exemption is a determination to exclude an EMS event from the predetermined response time criteria due to factors outside AMR's control.
- 14) First Responder Agency, for purposes of this Agreement, is defined as any public agency that has a current agreement with AMR, approved by the County, to respond to medical emergencies when dispatched in order to assess the scene, initiate emergency medical treatment and document care prior to the arrival of the ALS Transport Team.
- 15) Medical Direction is direction given to EMS personnel, in accordance with EMS agency policy, either by AMR Medical Director or by the County EMS Medical Director, through standing orders, or through direct voice contact with a Base Station Physician or with an approved mobile intensive care nurse (hereinafter referred to as "MICN") with or without vital sign telemetry.

- 16) Response Data is the measurement of time lapsed on a continuum of response to a 9-1-1 call. The components of time measured for a response to a 9-1-1 call are defined as follows:
- a) Discovery - time of incident until dispatcher receives 9-1-1 call;
 - b) Dispatch - time from 9-1-1 call to dispatch of first responder and transport ambulance;
 - c) First Response - time of unit notification until arrival of first response unit at incident location;
 - d) Response Time - time of unit notification until arrival of Transport Unit at incident location;
 - e) Scene Time - time of arrival of First Response unit or Transport Unit at incident location until they leave the scene. Scene time is calculated separately for First Responders and Transport team;
 - f) Transport time - time Transport Unit leaves the scene until arrival at hospital; and
 - g) Back in Service - Time Transport unit at hospital is clean and ready for another call.
- 17) Service Area - Each PARTICIPATING AGENCY (City of Chula Vista, City of Imperial Beach and the Bonita/Sunnyside Fire Protection District) is a separate and distinct Service Area. The three Service Areas compose the EOA.
- 18) Stand-by Service is defined as the dispatch of an ambulance unit by AMR Communications Center at the specific request of a public safety agency to a position of immediate availability. This does not include a pre-arranged stand-by request for activity of any duration, such as concerts, sporting events, etc.
- 19) System Status Management Plan is an algorithm and written operating procedures for on-line, real time management of system resources through system deployment, posting patterns and redeployment of units and unit hours to meet the ongoing demand of the system and to optimize system coverage consistent with real time needs of the system.

CONTINUATION CERTIFICATE

The RLI Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. CMS250681 in the sum of Three Hundred Thousand and NO/100 Dollars (\$300,000.00) dollars, on behalf of Laidlaw Medical Transportation, Inc. dba American Medical Response in favor of the City of Chula Vista, Imperial Beach Fire Department and Bonita/Sunnyside Fire Protection District for the (extended) term beginning on the 1st day of June 2011, and ending on the 1st day of June 2012, subject to all the covenants and conditions of said Bond.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-fact and its corporate seal to be hereto affixed this 2nd day of May, 2011.

*Laidlaw Medical Transportation, Inc.
dba American Medical Response*

Principal

By: 

RLI Insurance Company

Surety

By: 
Kristin Tennien, Attorney-in-fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Douglas Baesler, James Bell, Joan Armstrong, Kristin Tennien, jointly or severally.

in the City of Denver, State of Colorado its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of October, 2009.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

By: Roy C. Die Vice President

CERTIFICATE

On this 7th day of October, 2009, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of May, 2011.

By: Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



AMERICAN MEDICAL RESPONSE

AMBULANCE RATE INCREASE JUSTIFICATION

October 2011

As part of this contract amendment, American Medical Response (AMR) is seeking a 911 Rate adjustment. This adjustment would bring the ALS Emergency Base Rate to \$942.74. This rate remains 10% lower than the average rates experienced in San Diego County, which is approximately \$1,047.55.

The scale of the needed rate increase occurs because of the unique economics of utilizing health insurance (or health care reimbursement) as a vehicle for revenue generation. Unlike most fee-for-service rates with which most municipal organizations are familiar – where one-dollar of rate increase closely approximates one-dollar of additional revenue, rates reliant primarily on health insurance are much less responsive. For example, in the case of this rate request, each additional dollar attached to a new rate increase will generate only about 16-cents in new revenue.

Impact of Insurance payments on ability to collect revenue

The fundamental difference between traditional fee-for-service charges and charges reliant on reimbursement of health insurance or government payers (i.e. Medicare) is the concept of "marginal collection rate." Because of this impact, less than 16-cents of every additional dollar billed will ultimately be collected within the South Bay system.

The reason for this is related to the realities of Medicare and the health insurance industry. Revenue of any health care system is divided into various methods of payment represented by the various forms of payment for healthcare services. Typically these categories include the following:

1. Medicare
2. Medicaid (MediCal)
3. Third Party Payers (Insurance Companies)
4. Private Pay

Each of these payers has a given "elasticity" of rate increases that they will recognize. Medicare and Medicaid, for example, each set a given rate that they will pay for a service and will not pay above that amount regardless of the amount charged. If 20% of the payer mix is paid by Medicare, then any rate increase above the Medicare "profile" amount will go uncollected. The same is true for Medicaid (Medical), except that the allowable rates for Medicaid are even lower (in most instances) than Medicare.

The ability to recognize net revenue for each dollar of rate increase becomes more difficult as the patient charge increases. Therefore, it can be seen that many rate increases may seem large, but the actual ability of the health care provider to see any net revenue can be as low as 5% on each additional dollar added to a charge. This phenomenon partly explains the shocking reality of seemingly unreasonable hospital bills received by patients.

When applied to the rate request at hand, the following can provide a brief summary of the issues and impacts.

SUMMARY AND STATEMENT OF FACT

AMR has submitted a request for a base rate adjustment of 7% to \$942.47.

The \$942.47 rate proposed is 10% below the average ALS Base Rates found in the current market and is, in fact, in the lower percentile of the non-subsidized rates found the State.

The proposed rate increase represents an increase of \$61.67 per transport. Based upon current marginal collection rates, AMR will net only \$9.68 per transport. This represents a realized rate of increase of only 1.1% of base rates charged.

AMRs expenses are extra-ordinary in that Medical and Transportation CPI rates have averaged 4.2% and 4.7% respectively over the past 3-years while consumer CPI has averaged 2.6%. AMR is particularly susceptible to increases in fuel which has brought the annualized transportation inflation factor to close to 12% during several of the past 8 quarters. The annualized rate of realized revenue to AMR on an annual basis is 1.1%.

The table below illustrates that a 7% annual rate increase will yield no more than 1.1% increase per year over the term of the agreement. This results in between \$9.68 and \$12.54 of additional revenue realized per transport.

Year	AMR Base Rate	7% Impact From Prior Year	Marginal Collection Rate	Net Realized Effect per Transport	% Realized
2010/2011	\$881.07	N/A	15.7%	\$9.68	1.1%
2011/2012	\$942.74	\$61.67	15.7%	\$10.36	1.1%
2012/2013	\$1,008.74	\$66.00	15.7%	\$11.09	1.1%
2013/2014	\$1,079.35	\$70.61	15.0%	\$11.33	1.1%

AMERICAN MEDICAL RESPONSE

AMBULANCE RATE INCREASE JUSTIFICATION

JUNE 2011

As part of this contract amendment, American Medical Response (AMR) is seeking a 911 Rate adjustment. This adjustment would bring the ALS Emergency Base Rate to \$860.90. This rate remains in the lower 30% of rates found in Southern California and is substantially below the Average Base Rate experienced in San Diego County, which is approximately \$1,591.

The scale of the needed rate increase occurs because of the unique economics of utilizing health insurance (or health care reimbursement) as a vehicle for revenue generation. Unlike most fee-for-service rates with which most municipal organizations are familiar — where one-dollar of rate increase closely approximates one-dollar of additional revenue, rates reliant primarily on health insurance are much less responsive. For example, in the case of this rate request, each additional dollar attached to a new rate increase will generate only about 16-cents in new revenue.

Impact of Insurance payments on ability to collect revenue

The fundamental difference between traditional fee-for-service charges and charges reliant on reimbursement of health insurance or government payers (i.e. Medicare) is the concept of "marginal collection rate." Because of this impact, less than 16-cents of every additional dollar billed will ultimately be collected within the Southbay system.

The reason for this is related to the realities of Medicare and the health insurance industry. Revenue of any health care system is divided into various methods of payment represented by the various forms of payment for healthcare services. Typically these categories include the following:

1. Medicare
2. Medicaid (MediCal)
3. Third Party Payers (Insurance Companies)
4. Private Pay

Each of these payers has a given "elasticity" of rate increases that they will recognize. Medicare and Medicaid, for example, each set a given rate that they will pay for a service and will not pay above that amount regardless of the amount charged. If 20% of the payer mix is paid by Medicare, then any rate increase above the Medicare "profile" amount will go uncollected. The same is true for Medicaid (Medical), except that the allowable rates for Medicaid are even lower (in most instances) than Medicare.

The ability to recognize net revenue for each dollar of rate increase becomes more difficult as the patient charge increases. Therefore, it can be seen that many rate increases may seem large, but the actual ability of the health care provider to see any net revenue can be as low as 5% on each additional dollar added to a charge. This phenomenon partly explains the shocking reality of seemingly unreasonable hospital bills received by patients.

When applied to the rate request at hand, the following can provide a brief summary of the issues and impacts.

SUMMARY AND STATEMENT OF FACT

AMR has submitted a request for a base rate adjustment of 7% to \$860.90

The \$860.90 rate proposed is still below the average ALS Base Rates found in the current market and is, in fact, in the lower 35% of rates in the County.

Based upon current marginal collection rates, the proposed rate increase represents an increase of \$56.32 per transport

Of this, AMR will net only \$9.01 per transport. This represents a realized rate of increase of only 1% of base rates charged.

AMR's expenses are extra-ordinary in that Medical and Transportation CPI rates have averaged 4.2% and 4.7% respectively over the past 3-years while consumer CPI has averaged 2.6%. AMR is particularly susceptible to increases in fuel which has brought the annualized transportation inflation factor to close to 12% during several of the past 8 quarters. The annualized rate of realized revenue to AMR on an annual basis is 1.1%.

Additional expenses to be incurred by AMR in the new Southbay Contract include; requirements to paint ambulance fleet Red, purchase Navy blue uniforms and the administration of Fire Department Vaccination Program.

The table below illustrates that a 7% annual rate increase will yield no more than 1.1% increase per year over the term of the agreement. This results in between \$9.01 and \$11.06 of additional revenue realized per transport.

Year	Rate	7% COLA Increase	Rate Delta	Marginal Collection Rate	Net Realized Effect per Transport	% Realized
2011	\$ 804.58	\$ 860.90	\$ 56.32	16.0%	\$ 9.01	1.1%
2012	\$ 860.90	\$ 921.16	\$ 60.26	16.0%	\$ 9.64	1.1%
2013	\$ 921.16	\$ 985.65	\$ 64.48	16.0%	\$ 10.32	1.1%
2014	\$ 985.65	\$ 1,054.64	\$ 69.00	15.0%	\$ 10.35	1.1%
2015	\$ 1,054.64	\$ 1,128.47	\$ 73.82	15.0%	\$ 11.07	1.1%
2016	\$ 1,128.47	\$ 1,207.46	\$ 78.99	14.0%	\$ 11.06	1.0%



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 19, 2011
ORIGINATING DEPT.: PUBLIC SAFETY *JB*
SUBJECT: Authorization for the City Manager to Execute an Agreement Entitled "Pre-Hospital Emergency Medical First Responder Advance Life Support (ALS) Services Agreement Between the City of Imperial Beach and American Medical Response, Inc." (Side Letter)

BACKGROUND:

American Medical Response ("AMR") is the exclusive provider of ambulance services in the City of Imperial Beach, as part of a regional ambulance services agreement. Imperial Beach is one of the participating agencies in the South Bay Exclusive Operating Area ("EOA") established by the County of San Diego for ambulance services covering the City of Imperial Beach, City of Chula Vista, and Bonita/Sunnyside Fire Protection District. The City of Chula Vista is lead agency for the EOA and for purposes of administering the services agreement. The South Bay EOA participating agencies have recently negotiated a new three-year ambulance services agreement with AMR, effective October 1, 2011, which is being presented to the Imperial Beach City Council in a separate report.

The new ambulance services agreement provides at Section 23 that the participating agencies, in the EOA, including the City of Imperial Beach, are authorized to enter into separate agreements with AMR for ambulance services and standards specific to that participating agency, otherwise known as a "side letter" with AMR. That "side letter" between the City of Imperial Beach and AMR is the subject of this action.

DISCUSSION:

The side letter ("Agreement") that has been negotiated between the City of Imperial Beach and AMR is for the primary purpose of establishing the amount of compensation to be paid by AMR to the City, as consideration for the City agreeing to provide first responder paramedic services within the City's emergency medical services jurisdiction. The amount of compensation to be paid to the City by AMR for the City's first responder services during the three year agreement term has been calculated based on the amount it would cost AMR to provide the services. The agreed upon payments to the City will be as follows:

Year 1: 2011-2012	\$163,789.72 (Quarterly Payments of \$40,947.41) covering eleven months
Year 2: 2012-2013	\$187,613.57 (Quarterly Payments of \$46,903.39)
Year 3: 2013-2014	\$196,994.24 (Quarterly Payments of \$49,248.56)

In addition to agreeing to provide the first responder services, the City is obligated under this Agreement to carry emergency supplies and equipment in its first responder vehicles; and to meet certain standards for agency personnel, patient care records and patient care standards. In addition to its payment obligations under the Agreement, AMR is agreeing to make continuing education training programs available to City personnel, and to supply the City with emergency equipment and supplies not to exceed a cost of \$9,000 for the agreement term;

FISCAL IMPACT:

The Agreement will result in cost recovery for the provision of first responder paramedic services to the City's General Fund in the annual amounts as follows:

\$163,789.72 in 2011-2012 (pro-rated amount for eleven months),
\$187,613.57 in 2012-2013, and;
\$196,994.24 in 2013-1014.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

DEPARTMENT RECOMMENDATION:

Approve resolution to authorize the City Manager to execute the Pre-Hospital Medical First Responder Advance Life Support (ALS) Services Agreement Between the City of Imperial Beach and American Medical Response, Inc., for a period commencing November 1, 2011, and ending upon the expiration of the regional ambulance services agreement for the South Bay EOA.

CITY MANAGER'S/EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7103
2. Pre-Hospital First Responder ALS Services Agreement with AMR
3. Ambulance Rate Increase Justification
4. Imperial Beach Rate Increase Calculation
5. South Bay Ambulance Transport Fee Schedule

RESOLUTION NO. 2011-7103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE PRE-HOSPITAL EMERGENCY MEDICAL FIRST RESPONDER ADVANCE LIFE SUPPORT (ALS) SERVICES AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND AMERICAN MEDICAL RESPONSE, INC.

WHEREAS, the City of Imperial Beach recognizes the importance of high quality and cost efficient ambulance services for emergency medical care and treatment of the citizens of and visitors to Imperial Beach; and

WHEREAS, American Medical Response (“AMR”) has been the long-term exclusive provider of ambulance services in the Exclusive Operating Area (“EOA”) consisting of the geographical areas of the City of Imperial Beach, City of Chula Vista, and Bonita/Sunnyside Fire Protection District, pursuant to a regional ambulance services agreement; and

WHEREAS, the participating agencies in the EOA have negotiated a new three-year ambulance services agreement with AMR, scheduled to commence on October 1, 2011 (“EOA Agreement”); and

WHEREAS, the City of Imperial Beach and AMR wish to enter into a side letter agreement, as authorized by Section 23 of the EOA Agreement, in regard to the provision of first responder paramedic services by the City in the City’s emergency medical services area, the compensation to be paid to the City by AMR for those services, and related issues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

- 1. That the City finds and determines that the foregoing recitals are true and correct.**
- 2. That the City Manager or his designee be authorized to execute the Pre-Hospital Emergency Medical First Responder Advance Life Support (ALS) Services Agreement Between the City of Imperial Beach and American Medical Response, Inc., for a term commencing November 1, 2011 and ending upon the expiration of the EOA Agreement.**
- 3. This Resolution shall take effect immediately upon adoption.**
- 4. This action is not a project as defined by CEQA.**

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**PRE-HOSPITAL EMERGENCY MEDICAL FIRST RESPONDER ADVANCED
LIFE SUPPORT (ALS) SERVICES
AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH
AND AMERICAN MEDICAL RESPONSE, INC.**

This Pre-Hospital Emergency Medical Services Agreement ("Agreement") is entered into as of November 1, 2011, by and between. DBA, American Medical Response, Inc. ("CONTRACTOR"), and the City of Imperial Beach ("AGENCY"), with reference to the following facts:

RECITALS

A. The COUNTY of San Diego, a political subdivision of the State of California ("COUNTY"), has established the San Diego County Emergency Medical Services Agency ("SDCEMS") as the local emergency medical services ("EMS") agency for the jurisdictional area contained within the County.

B. The COUNTY had entered into a Contract with the CITY OF CHULA VISTA for administration of the SOUTH BAY EXCLUSIVE OPERATING AREA. Through this mechanism COUNTY has created and recognizes an exclusive operating area ("EOA") designated by the COUNTY to CONTRACTOR for Paramedic Ambulance Services. The CITY OF CHULA VISTA and CONTRACTOR have, or will, enter into a written contract, pursuant to which CONTRACTOR will be the exclusive provider of ALS emergency medical response and transport services within the EOA and, in connection therewith, will be required to comply with certain response time performance standards and ambulance staffing requirements (the "South Bay Contract").

C. The purpose of this Agreement is to establish a relationship between CONTRACTOR and AGENCY under which AGENCY will provide certain pre-hospital emergency medical services that will enable CONTRACTOR to provide the emergency medical and transport services required under the SOUTH BAY CONTRACT with modified response time requirements. The cost differential from such modified staffing and response time requirements will be used to help fund the paramedic first responder program.

D. CONTRACTOR and AGENCY are mutually interested in providing quality pre-hospital emergency medical care in the AGENCY Service Area and believe that the relationship created by this Agreement will facilitate that goal.

NOW, THEREFORE, the parties to this Agreement agree as follows:

I.

DEFINITIONS

- A. AGENCY EMS Service Area means the geographical area that is served by the City of Imperial Beach Fire Department during the term of this Agreement, exclusive of areas outside AGENCY's jurisdictional boundaries that are served by auto or mutual aid agreements.
- B. ALS PROVIDER AGREEMENT is an agreement between the County of San Diego and Agency that defines the terms under which AGENCY may deliver ALS services within the service area. Such contract shall be consistent with California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6.
- C. ALS Transport Team is an EMS transport vehicle staffed with the required number of EMT-P personnel, equipped to provide advanced life support (ALS) at the scene of a medical emergency and during transport of the patient, in a permitted vehicle which has been designated as an ALS ambulance unit by SDCEMS.
- D. Contract Administrator is the Emergency Medical Services (EMS) Agency Administrator, or such other person as the Health Officer of the County of San Diego may designate.
- E. COUNTY means the COUNTY of San Diego and where applicable, specifically, the San Diego County Emergency Medical Services Agency (SDCEMS).
- F. SOUTH BAY CONTRACT means the contract to be entered into between CONTRACTOR and the CITY OF CHULA VISTA through contractual rights granted by COUNTY, providing for an exclusive operating area for ambulance transport services and the delivery of Advanced Life Support care.
- G. EFFECTIVE DATE is July 15, 2011
- H. EMS ACT means the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act, set forth in California Health and Safety Code Sections 1797, *et seq.*
- I. EMS REGULATIONS means the regulations promulgated under the EMS Act.

- J. EMERGENCY MEDICAL DISPATCHER OR EMD means emergency medical personnel as defined in Section 1(G) of the Emergency Medical Dispatch Standards and Guidelines promulgated by the State of California EMS Authority.
- K. EMERGENCY MEDICAL TECHNICIAN - I OR EMT -1 means emergency medical personnel as defined in Section 1797.80 of the EMS Regulations.
- L. EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC OR EMT-P means emergency medical personnel as defined in Section 1797.84 of the EMS Regulations.
- M. EXCEPTION REVIEW PANEL means a panel appointed by the SDCEMS whose purpose it is to review exemption requests from AGENCY and/or CONTRACTOR and to assist the Contract Administrator in the review and processing of the requests for response time exemptions.
- N. FIRST RESPONDER PROGRAM means the program established by AGENCY to provide Paramedic First Responder Services in the AGENCY EMS Area pursuant to the terms of this Agreement and the South Bay Contract.

II.

AGENCY FIRST RESPONDER SERVICE OBLIGATIONS

- A. AGENCY shall provide Advanced Life Support (ALS) First Responder Services within the AGENCY EMS Area using EMT-Ps on AGENCY's fire apparatus in conformance with an ALS PROVIDER AGREEMENT between AGENCY and COUNTY.
- B. AGENCY shall maintain compliance with all provisions of such Provider Agreement for the entire term of this contract. Suspension or termination of such agreement shall cause immediate termination of this agreement.
- C. AGENCY shall notify CONTRACTOR within 72-hours of any notice of breach or default by County of the ALS Provider Agreement.
- E. AGENCY shall designate a paramedic program manager ("Paramedic Program Manager") who shall have overall responsibility for AGENCY First Responder Program and shall serve as AGENCY's liaison with the City of CHULA VISTA , SDCEMS and CONTRACTOR. The Paramedic Program Manager shall provide coordinated information and response to AGENCY and CONTRACTOR about the First Responder Program operational and clinical issues. The AGENCY

shall also designate an alternate Paramedic Program Manager to serve when the Paramedic Program Manager is not available so that CONTRACTOR, CHULA VISTA and/or SDCEMS have immediate access to the Program Manager or alternate during normal business hours (Monday-Friday, 8:00 am to 5:00 pm.)

F. Each AGENCY first response vehicle shall carry emergency supplies and equipment as required by the current SDCEMS Policies Manual.

III.

GEOGRAPHIC LIMITS OF AGENCY SERVICES

AGENCY shall provide all services to be provided under this Agreement throughout AGENCY's EMS Service Area. AGENCY may also render any services to be provided under this Agreement in any area covered by auto or mutual aid agreements, as may be approved by SDCEMS, provided, however, that AGENCY shall not be entitled to receive any additional compensation, or be subject to the payment of penalties for service provided in such auto or mutual aid areas, under or by virtue of this Agreement. AGENCY shall provide written notice to CONTRACTOR of any changes in AGENCY's EMS Service Area, or in the EMS coverage provided by AGENCY pursuant to auto or mutual aid agreements, and shall provide such notice to CONTRACTOR, THE CITY OF CHULA VISTA and COUNTY in advance of the change.

IV.

AGENCY PERSONNEL CRITERIA

A. AGENCY shall certify that employees who are to provide services under this Agreement have not been convicted of a criminal offense related to health care; have not been listed by any federal or state agency as debarred, excluded or are otherwise ineligible for participation in federal or state funded health care programs; and that AGENCY has performed an appropriate screen prior to making this certification and that AGENCY shall screen all new personnel prior to those individuals performing services under this Agreement

B. AGENCY further agrees to:

1. Remove any employee from providing services under this Agreement against whom criminal charges are brought, or debarment, or license revocation is sought and an independent investigation substantiates that the employee has engaged in misconduct that has a sufficient nexus to the employee's performance of services under this Agreement to justify removal of the employee from any

responsibility for or involvement in the provision of services under this Agreement during the pendency of such proceedings;

2. Notify the SDCEMS and THE CITY OF CHULA VISTA Administrator of the commencement of any criminal investigation, the pendency of any criminal charges, or proposed debarment or exclusion relating to AGENCY personnel performing service under this Agreement, to the extent that AGENCY becomes aware of the pendency of such action in the context of its employer relationship (as opposed to in its capacity as a law enforcement agency.)

V.

PATIENT CARE RECORDS

- A. AGENCY shall provide Patient Care Records and data in conformance with County EMS Policy S-601 as is currently in force or as may be hereafter amended throughout the term of this Agreement.
- B. AGENCY shall not release or disclose confidential medical information and/or medical records of any patient receiving services under the Agreement to third parties without prior written consent of the patient and/or his/her lawful representative or unless otherwise required or authorized by law. AGENCY shall inform all of its officers, employees and agents providing services under this Agreement of these confidentiality provisions. AGENCY agrees to maintain appropriate practices and procedures to ensure the confidentiality of patient records and that such practices and procedures are in accordance with all applicable state and federal laws relating to confidentiality. Specifically, but not exclusively, Agency agrees in all matters related to patient records to comply with the provisions of the Health Insurance Portability and Accountability Act and its implementing regulations.

VI.

PATIENT CARE STANDARDS

- A. If a difference of opinion, on clinical, transport and/or destination issues, should occur between CONTRACTOR personnel and AGENCY personnel, and a CONTRACTOR paramedic field supervisor is on scene, the CONTRACTOR paramedic field supervisor will make the decision; if no CONTRACTOR paramedic field supervisor is on scene in such instances, the decision shall be under base hospital medical direction.
- B. AGENCY First Responder personnel shall support the care provided by CONTRACTOR on-scene, and in those rare situations when requested by the ALS Transport Team, will assist in providing care en route to the

hospital. AGENCY personnel may only accompany patients in CONTRACTOR's units in accordance with current EMS policy guidelines. CONTRACTOR shall be responsible for arranging and paying all costs to transport the assisting AGENCY paramedic back to the station to which the paramedic is assigned, as soon as possible following arrival of the ambulance at the hospital except that AGENCY agrees that if a patient is transported to Scripps Chula Vista Hospital, AGENCY shall pick up AGENCY Paramedic at such facility at no cost to Contractor.

- C. AGENCY may participate in the CONTRACTOR's comprehensive quality improvement (hereinafter referred to as QI) program specific to its provision of services under this Agreement.

- 1. AGENCY shall participate in the system-wide quality improvement program as directed by the County and consistent with County Policy.

VII.

SDCEMS POLICIES, PROCEDURES AND PROTOCOLS

- A. AGENCY'S EMT-P's shall be subject to, the requirements of the EMS Act and Regulations and to all other reasonable, applicable and non-discriminatory policies, procedures and protocols adopted by SDCEMS in accordance with its authority under the State EMS Act and the Regulations and other requirements contained within the ALS Provider Agreement between COUNTY and AGENCY. This includes, but is not limited to:

- a. Patient Care Reporting Requirements
 - b. Personnel Certification and Continuing Education Requirements
 - c. Quality Improvement efforts
 - d. Integration of Patient and call data

- B. The SDCEMS Administrator or her/his designee may:

- 1. Audit and inspect operational and patient care records kept by AGENCY under this Agreement;
 - 2. Monitor AGENCY's service delivery under this AGREEMENT for compliance with standard of care as defined through law, rules, medical protocols and policies;
 - 3. Provide technical guidance on emergency medical issues for services provided under this Agreement, as the SDCEMS Administrator deems appropriate.

4. SDCEMS may directly observe communication center operations; maintenance facilities, fire stations and vehicle post locations, and ride as an "observer" to monitor the operation of any of the first response units.

VIII.

CONTRACTOR SERVICE AND SUPPLY OBLIGATIONS FOR AGENCY FIRST RESPONDER PROGRAM

A. Training Programs

CONTRACTOR shall notify AGENCY of the continuing education that they are providing which shall be open for training AGENCY EMT-P's at no cost or expense to AGENCY. CONTRACTOR shall not be responsible for paying AGENCY's personnel for their training time, books or materials, nor is CONTRACTOR responsible for providing training in any specific location.

B. Designated Liaison

CONTRACTOR shall designate a liaison to communicate and coordinate with AGENCY regarding the First Responder Program and all operational aspects thereof

C. Medical Supplies & Equipment

CONTRACTOR shall supply AGENCY with equipment and supplies necessary to provide services consistent with this agreement. A list of such supplies is attached as Addendum "B" and made part of this agreement by reference herein. The total cost to CONTRACTOR for such supplies and equipment shall not exceed \$9,000 for the entire term of this agreement, not inclusive of any extensions.

CONTRACTOR shall establish and maintain an equipment exchange program for AGENCY. Supplies and equipment subject to exchange are defined in accordance with Addendum "B" attached hereto and incorporated by reference herein. CONTRACTOR shall develop mechanisms to exchange reusable orthopedic appliances and restock disposable medical supplies used by AGENCY when treatment has been provided by AGENCY personnel. CONTRACTOR shall have no obligation to restock supplies lost as a result of waste, or used in training exercises not approved by CONTRACTOR. Both parties shall endeavor to minimize the cost impact of supplies both through utilization and in consideration of any change in supplies or equipment identified in Addendum B.

IX.

ADDITIONAL MUTUAL OBLIGATIONS OF THE PARTIES

A. Media Contacts and Public Information

The Parties agree to immediately notify the other if media contact occurs. The AGENCY agrees to refer any media inquiry concerning ambulance operations to CONTRACTOR. CONTRACTOR agrees to refer any inquiries concerning fire service issues to the AGENCY. The AGENCY will maintain a current list of AGENCY Public Information Officers and will ensure that CONTRACTOR is provided with current contact information for these individuals. The CONTRACTOR Manager of Media / Public Relations, and the AGENCY Public Information Officers will maintain an open line of communication. CONTRACTOR and the AGENCY will work together when managing media inquiries concerning the 911 system.

X

REPORTING AND RECORD-KEEPING REQUIREMENTS

A. General Records

AGENCY shall maintain complete patient care and financial records relating to the services provided pursuant to this agreement, including revenue and expenditure records consistent with the provisions of the South Bay Agreement or for a minimum of seven (7) years from the date the record is made, or such longer period as may be required by law. The requirement to maintain patient care records shall survive the termination of this Agreement.

B. Response Time and Clinical Records and Reports

AGENCY shall maintain compliance with requirements of ALS Provider Agreement at all times during the term of this Agreement. The parties agree to work collaboratively to ensure that patient care records and response time data are effectively coordinated for quality control and contract compliance purposes.

C. Personnel Training Records

AGENCY shall be responsible for maintaining certification, accreditation and continuing education records for its personnel according to the provisions of relevant state law, the ALS Provider Agreement and the applicable

specifications adopted by the SDCEMS in accordance with its authority under the EMS Act and Regulations.

XI.

COMPENSATION FOR AGENCY EMS FIRST RESPONDER ALS PROGRAM SERVICES

A. ALS First Responder Program Funding

CONTRACTOR shall pay AGENCY in accordance with Addendum "A" attached hereto and incorporated by reference herein for the ALS First Responder Program Services to be provided to AGENCY under this Agreement.

Payment for such services, in all instances, is contingent upon approval of user fees by THE CITY OF IMPERIAL BEACH. The parties agree to work in a collaborative and mutually beneficial way to support and obtain rate adjustments that may be necessary, throughout the term of this agreement, to maintain services and service levels consistent with this agreement and the adopted public policy of AGENCY. In the event that rate adjustments cannot be achieved that offset the costs to the system predicated upon services in this agreement, either Party may provide written notice of intent to terminate consistent with the termination provisions of this agreement.

B. Funding Mechanism For First Responder Services Inclusive of Service Costs

The parties acknowledge their understanding that that funding set forth in Addendum "A" was determined by AGENCY and CONTRACTOR based on a mechanism developed after a careful review and analysis of the actual and potential costs of providing service(s) at level(s) determined by the AGENCY. The parties acknowledge that the compensation to be provided to AGENCY for service under this Agreement is based on the cost that CONTRACTOR would bear if it provided service at the level determined by the COUNTY, in the absence of this Agreement. Accordingly, the parties stipulate and agree that the compensation specified this Agreement is the sole, complete and total amount of compensation to be provided to AGENCY for the delivery of EMS First Responder services under this Agreement and the necessary elements of production whereby those services are provided, by AGENCY as defined in this Agreement.

C. CERTIFICATION OF COSTS

1. During the term of this Agreement, on or before March 15th of each year, AGENCY shall certify to CONTRACTOR and SOUTH BAY CONTRACT ADMINISTRATOR that the funding received for first responder services in the prior calendar year did not exceed the cost to the AGENCY to provide first responder services, and shall notify the SOUTH BAY CONTRACT ADMINISTRATOR and CONTRACTOR of any proposed additions or deletions of first responder companies, and of the AGENCY'S intent to continue or discontinue to provide first responder services. AGENCY shall also submit a proposed budget for the subsequent calendar year for first responder services.

2. During the term of this Agreement, on or before March 15th of each year, CONTRACTOR will make available to AGENCY financial data showing for the 12-month period, the payer mix, number of transports, current collection rate and estimated marginal collection rate for any adjustment to fees. The Parties agree that this information will remain proprietary and confidential and shall be utilized in order for AGENCY staff to verify that any rate adjustments predicated upon changes related to the services rendered pursuant to this contract are reasonable.

D. CONTRACTOR Option to Bill and Collect

CONTRACTOR shall have complete discretion over billing and collection of amounts that may be available under the SOUTH BAY CONTRACT and/or applicable state or federal regulations.

E. Billing for Non-Transport Related Services

Subject to the terms and conditions of the SOUTH BAY CONTRACT, CONTRACTOR shall be entitled to bill for non-transport services to the extent allowed by law and/or governmental regulation, pursuant to its usual and customary practices regardless of whether services are performed by AGENCY EMT-P's or CONTRACTOR, subject to SDCEMS approval.

XII.

TERM AND TERMINATION

A. Term

This Agreement shall take effect November 1, 2011 subject to the terms and limitations herein defined and shall terminate upon the expiration of current SOUTH BAY CONTRACT or the 4th Amended SOUTH BAY CONTRACT, whichever event is later to occur.

B. Termination.

1. This Agreement may be terminated upon 60 days written notice for the following incidents or occurrences:

a. by AGENCY, if CONTRACTOR loses the ability to provide emergency ambulance services under the SOUTBAY CONTRACT or in the event of early termination of the SOUTH BAY CONTRACT;

b. by CONTRACTOR, if AGENCY loses the ability to provide the services required and specified under this Agreement;

c. by CONTRACTOR, if it receives written notice from the COUNTY that AGENCY's services hereunder threaten public health and safety;

d. by AGENCY, upon their sole and absolute discretion.

e. by either party pursuant to the provisions of Section XI(A) of this agreement.

2. This agreement may be terminated upon 365 days written notice for the following incidents or occurrences:

a. by CONTRACTOR, upon their sole and absolute discretion.

C. Termination for Major Default

In addition to all other rights and remedies that either party may have at law or in equity, this Agreement may be terminated by either party for a major default by the other party, if such breach is not cured after notice and the opportunity to cure is given in the manner provided under this Agreement.

1. Definition of Major Default. The following conditions and circumstances shall constitute a major default of this Agreement.

a. Any default by either party that results in issuance of a notice of Major Default by the County or

b. THE CITY OF CHULA VISTA under the provisions of the SOUTH BAY CONTRACT.

c. By either party, the loss of any permit or license required hereunder, effective upon the date of such loss

- c. As to CONTRACTOR, failure of CONTRACTOR to make the payments to AGENCY as required by this Agreement for a period of ninety (90) days after any payment is due.
 - d. As to AGENCY, failure of AGENCY to maintain conformance with ALS Provider Agreement with County or loss of ability to provide ALS Services in conformance with that agreement.
2. Notice of Major Default/Opportunity to Cure. CONTRACTOR shall immediately provide AGENCY with any notice of Major Default that CONTRACTOR receives under the SOUTH BAY CONTRACT. In the event that CONTRACTOR believes that such default is due in whole or in part to default under this AGREEMENT by AGENCY, CONTRACTOR shall simultaneously give AGENCY written notice describing with reasonable specificity the nature of the Major Default. Within five days of its receipt of such notice, AGENCY shall deliver to CONTRACTOR and County a written plan to cure such Major Default. AGENCY shall deliver to CONTRACTOR and County a written update of its efforts to cure the Major Default every five calendar days until such default is completely cured. If either AGENCY or CONTRACTOR fails to cure such noticed default within thirty (30) calendar days (or any longer period of time approved in writing by County) after its receipt of notice of Major Default, or if either party fails to timely deliver its plan to cure such default or fails to timely update such plan, the non-defaulting party may immediately terminate this AGREEMENT.

D. Mutual Termination for Legal Invalidity

This Agreement may be terminated by either party, as soon as reasonably possible subject to the County's consent, if this Agreement or any material term or provision hereof including, but not limited to, the manner of funding the ALS first responder Program under this Agreement, is determined unlawful by any court or governmental agency or becomes unlawful as a result of subsequently passed legislation; provided, however, that the parties shall first meet and confer in a good faith attempt to amend this Agreement to conform with applicable law. In the event COUNTY proposes a revision to this Agreement that resolves such illegality, the parties shall consider such amendment in good faith.

E. Effect of Termination

1. Severability of Services and Obligations upon Termination.

Any Notice of Termination shall specify the services being terminated and the grounds, if any for such termination. The grounds for termination must directly relate to the services covered by the Notice.

XIII.

DISPUTE RESOLUTION PROCESS

A. Disputes Regarding Financial and Operational Issues

1. Notice of Dispute. In the event that a dispute arises between the parties relating to interpretation of this Agreement with respect to operational issues, including issues regarding the services or supplies to be provided by either party, or financial issues, including issues related to payments to be made by either party, either party may initiate Dispute Resolution by providing written notice of its interpretation of the disputed provision ("Notice of Dispute") to the other party. The Notice of Dispute shall state in detail all grounds and evidence for the noticing party's interpretation of the disputed provision.

2. Response to Notice of Dispute. If the party receiving a Notice of Dispute disagrees with the interpretation of the disputed provision, as set forth in the Notice, a written request to meet concerning the dispute may be provided to the party that initiated the Notice within thirty (30) days of receipt of the Notice.

3. Dispute Resolution Meeting. The parties agree to meet as soon as reasonably practicable after a request to meet is given, and to designate an appropriate person from within their respective organizations to work in good faith to resolve the dispute.

4. Executive Meetings. If there is no resolution of the dispute after completion of two (2) staff level meetings, CONTRACTOR's Chief Executive Officer shall meet with the AGENCY's City Manager. County shall be notified in writing if the executive meeting does not resolve the matter.

B. Legal Disputes

Counsel for CONTRACTOR shall meet with the counsel for the AGENCY prior to the initiation of any litigation or administrative proceeding

involving this Agreement or the services, supplies or payments to be made by a party hereunder.

XIV.

INDEMNITY AND INSURANCE

A. Mutual Indemnity

CONTRACTOR and AGENCY agree that AGENCY shall indemnify, defend, and hold harmless CONTRACTOR, its officers, and employees, from any and all claims for injuries or death to persons and/or property damage which result from the negligence or acts or omissions of AGENCY, or its officers, agents, and/or employees. CONTRACTOR and AGENCY further agree that CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, elected officials, its officers, and employees, from any and all claims for injuries or death to persons and/or property damage which result from the negligence or acts or omissions of CONTRACTOR, or its officers, agents, and/or employees.

B. Immunities and Defenses

Nothing contained herein shall be construed, however, as a waiver of any immunities or defenses that either party may have at law, including but not limited to applicable provisions of the California Tort Claims Act (Government Code Section 810 et seq.) and the limitation on liability for emergency medical personnel contained in California Health & Safety Code, Section 1799.100 et seq.)

C. Insurance

The parties agree to maintain the insurance specified in Exhibit 2, which is attached hereto and incorporated by reference. AGENCY may provide and maintain self-insurance during the term of the Agreement in accordance with that specified in Exhibit 2. In the event Agency self-insures any liability it may incur under this agreement Agency hereby warrants and represents that it shall at all times pertinent to this agreement maintain sufficient reserves equal to or greater than the insurance limits provided for under this agreement.

D. No Third Party Beneficiary Except County

The parties acknowledge the County of San Diego as a third beneficiary under this Agreement is entitled to exercise the rights and remedies accorded to Contractor under this Agreement. This Agreement shall not be construed as, or deemed to be an Agreement for the benefit of any third party or parties other than County; and except as expressly stated herein, no third party or

parties other than County shall have any right or action hereunder for any cause whatsoever.

XV.

ASSIGNMENTS AND SUBCONTRACTS

Neither party shall assign, nor employ subcontractors for, performance of essential aspects of its duties under this Agreement, without the written consent of the other, not to be unreasonably withheld; provided, however, that either party may employ such consultants as it deems necessary, and any such assignment or subcontracting shall be subject to the restrictions on assignment and subcontracting set forth in the SOUTH BAY CONTRACT.

XVI

MISCELLANEOUS TERMS

A. Relationship of Parties

AGENCY is an independent contractor to CONTRACTOR.

B. Notice

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the U.S. mail, postage prepaid, or when deposited by facsimile for transmittal, addressed as follows:

In the case of CONTRACTOR:

Name: American Medical Response

Address: 8808 Balboa Ave.
San Diego CA. 9212

Attn: Michael Murphy

Telephone: (858) 492-3514

Electronic mail: mike_murphy@amr-ems.com

In the case of AGENCY to:

Name: City of Imperial Beach

Address: 825 Imperial Beach Blvd
Imperial Beach, CA 91932

Attn: Gary Brown, City Manager

Telephone: (619)423-8302

Electronic mail: gbrown@cityofib.org

With a copy to:

Name: Imperial Beach Fire Department

Address: 865 Imperial Beach Blvd
Imperial Beach, CA 91932

Attn: Chief Tom Clark

Telephone: (619)423-8225

Electronic mail: tclark@cityofib.org

Copies of all notices shall be simultaneously delivered to COUNTY at the following address:

EMS Administrator
County of San Diego
Emergency Medical Services Agency

Notice of media contact, as required under Section IX, shall be given by telephone, or electronic mail to the above referenced representative, or to the other Party's Public Information Officer. If a Party wishes to designate a Public Information Officer, current up-to-date contact information shall be provided for the Public Information Officer.

C. Controlling Law

This Agreement, including the rights and duties of the parties hereunder, and its, validity, interpretation and performance, shall be governed by the laws of the State of California.

D. Venue

In the event that suit shall be brought by either party to this Agreement, the parties agree that cause shall be exclusively vested in the State Courts of the County of San Diego, or where otherwise appropriate, exclusively in the United States District Court, Southern District of California, San Diego, California.

E. Alteration of Agreement

This Agreement, together with the Exhibits and Addenda (which are incorporated herein by reference) constitutes the entire Agreement between the parties with respect to the matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid

unless made in writing and signed by the parties hereto and approved by COUNTY and no oral understanding or Agreement shall be binding on the parties hereto.

F. Compliance With Applicable Laws

All services to be performed by either party pursuant to this Agreement shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances and regulations.

G. Construction

The parties acknowledge that for purposes of construing this Agreement, neither party shall be deemed to be the drafter. The headings of this Agreement are for the purposes of convenience only and shall not be deemed to be a part of the Agreement. The parties acknowledge that in the event that any provision of this Agreement conflicts with a provision of the SOUTH BAY CONTRACT, the applicable provision of the SOUTH BAY CONTRACT shall control.

H. Agency Use of Factors of Production Derived From Contractor. Agency agrees that the factors of production provided by Contractor in furtherance of the Paramedic First Responder program are of material benefit to Agency. As such, Agency agrees that it will not utilize factors of production provided by Contractor including training, certifications, equipment, supplies, systems, intellectual capital or specialized knowledge in any direct or indirect competition with Contractor during the term of this contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

City of Imperial Beach, a municipal Corporation American Medical Response

Date: _____ Date: _____

By: _____ By: _____
Gary Brown, City Manager Mike Murphy, General Manager

Attest: _____
Jacqueline M. Hald, MMC
City Clerk

Approved as to form: _____
Jennifer M. Lyon, Partner
McDougal, Love, Eckis
Boehmer & Foley

ADDENDUM "A"
FIRST RESPONDER COMPENSATION

A. Pursuant to Section "X" of this agreement, the following table summarizes the compensation to be paid to AGENCY for ALS First Responder Services as defined in this agreement. Such payments shall be made on a quarterly basis with the first payment being due 30 days from the execution of this AGREEMENT and subsequent payments due each 120 days after such date.

ALS FIRST RESPONDER PAYMENTS

	Annual Amount	Quarterly Payment
Year 1 – 2011 – 2012 Nov-Sept	\$163,789.72	\$40,947.43*
Year 2 – 2012 – 2013 Oct-Sept	\$187,613.57	\$46,903.39
Year 3 – 2013 – 2014 Oct-Sept	\$196,994.24	\$49,248.56
*Year 1 is pro-rated for eleven months		

- B. AGENCY acknowledges and stipulates that the consideration provided the City of Imperial Beach is intended to provide revenue for two (2) distinct attributes of ALS First Responder Services in two (2) separate and distinct amounts which will be subject to annual inflation over the term of this agreement:
- a. ALS First Responder Compensation – AGENCY agrees that in Year 1, \$127,401.50 of the amount received will be identified and designated as consideration for ALS First Response Services defined in this agreement. This amount will increase 5% a year for each year during the term of the contract.
 - b. Regional Cooperative Care Program – AGENCY acknowledges and agrees that in Year 1 - \$36,388.02 of this amount will be paid to the Regional Cooperative Care Program for services provided under separate agreement. If services under that agreement are terminated, consideration due the AGENCY will be reduced by this amount, to be increased 5% per year for each year during the term of this agreement. By way of example if the Regional Cooperative Care Program agreement is terminated in Year 3, consideration due AGENCY will be reduced by \$43,764.87(\$39,696.03 X 1.05) X 1.05).

ADDENDUM "B"

MEDICAL EQUIPMENT AND SUPPLY LIST

Proposed Medic Equipment

1. Drug Box: Pelican 1550 Case (Pelican Products)

Medications

- 6 Adenosine Vials (6mg/2ml)
- 6 Albuterol Ampules (2.5mg/3ml)
- 1 Aspirin (80mg chewable)***
- 4 Atropine Sulfate Preloads (1mg/10ml)
- 1 Atropine Sulfate Vial (1mg/ml)***
- 4 Atrovent Ampules (2.5ml)
- 2 Benadryl Vials (50mg/ml)***
- 1 Calcium Chloride Preload (100mg/ml)***
- 1 Dopamine Preload (400mg/250ml)***
- 2 Dextrose 50% Preloads (25g)
- 2 Epinephrine Vials (1mg 1:1000/ml)***
- 6 Epinephrine Preloads (1mg 1:10,000/10ml)
- 6 Epinephrine Ampules (1mg 1:1000/ml)
- 2 Furosemide Vials (10mg/ml) (100mg total min)***
- 1 Glucagon Preload (1mg)***
- 4 Lidocaine Preloads (100mg/10ml)
- 4 Midazolam Vials (10mg/2ml)
- 3 Morphine Sulfate Syringes (10mg/ml)
- 3 Morphine Sulfate PO Syringes (10mg)
- 4 Naloxone HCL Preloads (2mg/ml)
- 1 Nitroglycerin Ointment Tube (30g)***
- 1 Nitroglycerin Spray (.4mg/metered spray)
- 6 Normal Saline Ampules (2.5ml)
- 2 Normal Saline IV Bags (250ml)
- 1 Normal Saline IV Bag (1000ml)
- 2 Sodium Bicarbonate Preloads (1mEq/ml)***

**** Medications in Bold and Italics are not required per San Diego County Protocol.
We request that the items be carried on the Medic Engines anyway.**

IV Catheters: Protective Plus Type

- 2 14X1.25"
- 4 16X1.25"
- 4 18X1.25"
- 4 20X1.25"
- 2 22X1.0"

Syringes and Needles:

2-1cc Luer Lock
3-3cc Luer Slip
4-5cc Luer Slip
6-10cc Luer Slip
2-20cc Luer Slip

2 18X1.5"
2 20X1.5"
2 22X1.5"

Blood Glucose:

1 Glucose Monitor
10 Test strips
10 Lancets

IV Equipment:

5 View Sites
1 Sharps Container
1 Long Arm board
1 Short Arm board
1 Macrodrip IV Set (10drops/ml)
2 Microdrip IV Sets (60drops/ml)
3 Extension Tubing
2 Latex Free Tourniquets
10 Alcohol Prep Pads
5 Iodine Prep Pads
20 4X4 Gauze Sponges (Non-sterile)

MISC Equipment:

1 Tympanic Thermometer
1 Blood Pressure Cuff (Adult)
1 Stethoscope
1 Trauma Shears
2 Transpor Tape Rolls

2. Trauma Bag: Rescue Dog by Snowbird Mountain Gear
(www.snowbirdmtngear.com)

2 Normal Saline IV Bags (1000ml)
1 Kendrick Traction Device (Portable type like on R11)
1 Adult Blood Pressure Cuff
1 Needle Thorocostomy Kit
 10 4X4 Non-sterile
 2 View Sites

5 Alcohol Prep Pads
5 Benidyne Prep Pads
1 10cc syringe
2 14g X 2+” IV Catheter
4 Kerlex Rolls
10 Gauze Sponges (Sterile)
20 Gauze Sponges (Non-sterile)
2 Trauma Shears

3. Airway Bag: San Diegan Bag by BRL Gear

Intubation Kit:

2 Large laryngoscope handles
2 Small laryngoscope handles
1 each size Macintosh blades – sizes 1, 2, 3 and 4
1 each size Miller blades – sizes 1, 2, 3 and 4
1 Adult Magill forceps
1 child Magill forceps
2 Adult tube tamers
2 Adult end-tidal CO2 detectors
2 Child tube tamers
2 Child end-tidal CO2 detectors
2 Toomey syringes
1 each size ET Tube – sizes 5.5, 6.0, 6.5, 7.0, 7.5, 8.0, 8.5 and 9.0 with flexible stylet
4 Lubricant packets

Main Pouch:

2 Adult Non-rebreather masks
2 Adult Nasal cannulas
1 Adult Nebulizer mask
1 ET Nebulizer set
1 Adult Nebulizer handheld
1 D Oxygen Bottle
1 RA ETAD
1 SA ETAD
1 Pulse Oxymeter
1 Stethoscope

Clear Velcro Pouch on inside flap

1 each size OPA – all sizes (varies by manufacturer)
1 each size NPA – all sizes (varies by manufacturer)
2 Penlights
2 Tongue depressors
4 Lubricant packets

Small Outside Pouch:

1 Adult BVM

1 Pediatric BVM

4. Suction Unit

Laerdal LCSU Portable Suction Device with bag

1 each size Suction Catheter – sizes 5, 6, 8, 10, 12, 14, 16 and 18 Fr

1 Tonsil tip catheter (Yankaeur)

1 Suction tubing

1 Canister (1200cc)

4 Lubricant packets

5. Defibrillator / Monitor

Medtronic Physio-control LP12P – 12 lead, pacing, AED, ECG, SpO2, NIBP, EtCO2, printer, and biphasic
(with case, top pouch, left pouch, small back pouch, and shoulder strap)

Note: please add any modification kits needed to be compatible with AMR units

6. Pediatric Bag: Same type as used on AMR 255

AMERICAN MEDICAL RESPONSE**AMBULANCE RATE INCREASE JUSTIFICATION****October 2011**

As part of this contract amendment, American Medical Response (AMR) is seeking a 911 Rate adjustment. This adjustment would bring the ALS Emergency Base Rate to \$942.74. This rate remains 10% lower than the average rates experienced in San Diego County, which is approximately \$1,047.55.

The scale of the needed rate increase occurs because of the unique economics of utilizing health insurance (or health care reimbursement) as a vehicle for revenue generation. Unlike most fee-for-service rates with which most municipal organizations are familiar – where one-dollar of rate increase closely approximates one-dollar of additional revenue, rates reliant primarily on health insurance are much less responsive. For example, in the case of this rate request, each additional dollar attached to a new rate increase will generate only about 16-cents in new revenue.

Impact of Insurance payments on ability to collect revenue

The fundamental difference between traditional fee-for-service charges and charges reliant on reimbursement of health insurance or government payers (i.e. Medicare) is the concept of "marginal collection rate." Because of this impact, less than 16-cents of every additional dollar billed will ultimately be collected within the South Bay system.

The reason for this is related to the realities of Medicare and the health insurance industry. Revenue of any health care system is divided into various methods of payment represented by the various forms of payment for healthcare services. Typically these categories include the following:

1. Medicare
2. Medicaid (MediCal)
3. Third Party Payers (Insurance Companies)
4. Private Pay

Each of these payers has a given "elasticity" of rate increases that they will recognize. Medicare and Medicaid, for example, each set a given rate that they will pay for a service and will not pay above that amount regardless of the amount charged. If 20% of the payer mix is paid by Medicare, then any rate increase above the Medicare "profile" amount will go uncollected. The same is true for Medicaid (Medical), except that the allowable rates for Medicaid are even lower (in most instances) than Medicare.

The ability to recognize net revenue for each dollar of rate increase becomes more difficult as the patient charge increases. Therefore, it can be seen that many rate increases may seem large, but the actual ability of the health care provider to see any net revenue can be as low as 5% on each additional dollar added to a charge. This phenomenon partly explains the shocking reality of seemingly unreasonable hospital bills received by patients.

When applied to the rate request at hand, the following can provide a brief summary of the issues and impacts.

SUMMARY AND STATEMENT OF FACT

AMR has submitted a request for a base rate adjustment of 7% to \$942.47.

The \$942.47 rate proposed is 10% below the average ALS Base Rates found in the current market and is, in fact, in the lower percentile of the non-subsidized rates found the State.

The proposed rate increase represents an increase of \$61.67 per transport. Based upon current marginal collection rates, AMR will net only \$9.68 per transport. This represents a realized rate of increase of only 1.1% of base rates charged.

AMRs expenses are extra-ordinary in that Medical and Transportation CPI rates have averaged 4.2% and 4.7% respectively over the past 3-years while consumer CPI has averaged 2.6%. AMR is particularly susceptible to increases in fuel which has brought the annualized transportation inflation factor to close to 12% during several of the past 8 quarters. The annualized rate of realized revenue to AMR on an annual basis is 1.1%.

The table below illustrates that a 7% annual rate increase will yield no more than 1.1% increase per year over the term of the agreement. This results in between \$9.68 and \$12.54 of additional revenue realized per transport.

Year	AMR Base Rate	7% Impact From Prior Year	Marginal Collection Rate	Net Realized Effect per Transport	% Realized
2010/2011	\$881.07	N/A	15.7%	\$9.68	1.1%
2011/2012	\$942.74	\$61.67	15.7%	\$10.36	1.1%
2012/2013	\$1,008.74	\$66.00	15.7%	\$11.09	1.1%
2013/2014	\$1,079.35	\$70.61	15.0%	\$11.33	1.1%

San Diego
 Imperial Beach
 Rate Increase Calculation (AMR, First Responder, RCCP)
 (completed September 2011)

	Rate Increase	Notes
Proposed First Responder Payment	178,679.59	5.0%
Current First Responder Payment	170,171.04	
Annual Increase/(Decrease)	8,508.55	
Estimated Imperial Beach ALSE Transports	1,191	Estimated 2011 ALSE transports - actual through Aug, estimate for Sep-Dec
AMR Base Rate (prior to pass-through increase)	\$ 1,364.65	
AMR Annual Rate Increase	61.67	7.0% annual AMR rate increase amount
Total Base Rate Including AMR Annual Increase	1,426.32	
Rate Increase Needed to Fund First Responder Increase	45.50	
Rate Increase %	3.3%	
Rate Increase Needed to Fund RCCP	212.29	33.33 amount needed to net \$33.33 per transport
Rate Increase %	15.6%	
Grand Total Base Rate Including Rate Increases	\$ 1,684.12	

Total Base Rate Calculation

Current Base Rate - AMR	881.07
Current Base Rate - First Responder	483.58
AMR Base Rate Increase	61.67
First Responder Payment Rate Increase	45.50
RCCP Rate Increase	212.29
Total Base Rate	1,684.12

Base Rate Split

AMR	56.0%
Imperial Beach	44.0%
Total Base Rate	100.0%

SOUTH BAY AMBULANCE TRANSPORT FEE SCHEDULE					
CITY	ALS BASE	BLS BASE	TREAT & RELEASE	MILEAGE	OXYGEN
Imperial Beach Current	\$ 1,364.65	\$ 609.22	\$ 203.63	\$ 24.52	\$ 88.63
Imperial Beach Proposed	\$ 1,684.12	\$ 651.87	\$ 217.88	\$ 26.24	\$ 94.83
Bonita Current	\$ 1,047.99	\$ 609.22	\$ 189.35	\$ 24.52	\$ 88.63
Bonita Proposed	\$ 1,105.61	\$ 651.87	\$ 202.60	\$ 26.24	\$ 94.83
Chula Vista* Current FD BLS	\$ 1,398.93	\$ 609.22	\$ 202.23	\$ 24.52	\$ 88.63
Chula Vista** Proposed FD PM Program	\$ 1,848.93	\$ 609.22	\$ 202.23	\$ 24.52	\$ 88.63
National City Current	\$ 1,664.51	\$ 521.54	\$ 203.63	\$ 24.26	\$ 77.47
National City Proposed	\$ 1,716.66	\$ 553.25	\$ 216.01	\$ 25.74	\$ 82.18
Average of AMR Cities with Fire/PM's Current	\$ 1,369.02	\$ 587.30	\$ 199.71	\$ 24.46	\$ 85.84
Average of AMR Cities with Fire/PM's Proposed	\$ 1,588.83	\$ 616.55	\$ 209.68	\$ 25.68	\$ 90.12
San Diego Current****	\$ 1,533.00	\$ 1,003.55		\$ 17.00	\$ 20.00
San Diego Proposed	\$ 1,761.00				
El Cajon***	\$ 1,184.00	\$ 1,047.00	\$ 449.00	\$ 20.00	\$ 70.00
Coronado*** Current	\$ 567.00	\$ 457.00	\$ 150.00	\$ 15.00	\$ 63.00
Coronado*** Proposed	\$ 925.00	\$ 825.00	\$ 200.00	\$ 20.00	\$ 72.00
Average Cities with Subsidized Fire/PM's current	\$ 1,094.67	\$ 835.85	\$ 299.50	\$ 17.33	\$ 51.00
Average Cities with Subsidized Fire/PM's Proposed	\$ 1,290.00	\$ 936.00	\$ 324.50	\$ 20.00	\$ 71.00

*Chula Vista BLS Fire Based System **Chula Vista ALS Fire/PM Based System

*** The cities of Coronado and El Cajon are Fire/PM Ambulance Transport Departments that require a city subsidy to operate. Coronado's 1st Responder Fire/PM Engine Company and Fire Based Ambulance Transport System have an annual cost of \$960,000. The anticipated 50% collection rate for ambulance transports will only cover \$480,000 of the annual costs for this service. Coronado will be required to subsidize the program with a minimum of \$480,000 if they are able to collect at the 50% level. Coronado is currently collecting between 45% and 50%. The 45% collection rate would increase the amount of subsidy to \$528,000.**** San Diego BLS, mileage and Oxygen rates from March 2011 County Rate Survey; ALS base rate is 35% rate increase from the March survey.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 19, 2011

ORIGINATING DEPT.: PUBLIC SAFETY

SUBJECT: Authorization for the City Manager to Execute an Agreement for the Inclusion of the City of Imperial Beach into the Regional Cooperative Care Program (RCCP)

BACKGROUND:

The Fire Departments of the Cities of La Mesa, Lemon Grove, National City, and the Fire Protection Districts of Bonita Sunnyside, San Miguel and American Medical Response, Inc. ("AMR") all provide emergency ambulance services within existing Exclusive Operating Areas ("EOA's") established by the County of San Diego. These agencies have negotiated to create a Regional Cooperative Care Program ("RCCP") for the purpose of consolidating and sharing medical administrative oversight, integrated and centralized training, and Physician Medication and oversight services, while still maintaining the existence and status of their separate EOA's, and without changing the fundamental manner and scope for the provision of their ambulance services.

DISCUSSION:

Imperial Beach has been considering becoming a partner with the RCCP since 2007 and has recently utilized their services related to a medical scene incident management review involving the fire department and life guards. The RCCP has also provided flu vaccinations to the Imperial Beach firefighters for the last two years. This agreement negotiated by the current parties to the RCCP is allowing Imperial Beach to enter into a 90-day pilot program beginning November 1, 2011, which can be extended by mutual agreement. Under this initial agreement, the parties are agreeing to establish a full partnership into the RCCP for the purposes of sharing the following services:

- Physician Medical Direction and Oversight
- Cost Effective Solution to EMS Program Management
- Reduces Individual Agency Risk and Liability
- Infection Control Management and Oversight
- Program Quality Assurance and Continuous Quality Improvement
- Standardizes Medically Approved Protocols and Policies
- Integrated and Centralized Training
- Fire Department/Private Transport Provider Works Together as One Organization
- Stronger Representation to County EMS and Other Government Agencies

FISCAL IMPACT:

There is no fiscal impact for the City to become a member of the RCCP. The program cost is fully funded through a pass-through user fee which is directly deposited from AMR to the RCCP. Currently this fee is \$212.29 and that is because of the City's collection rate of 15.6%. This collection rate nets the program \$33.33 per transport. AMR annually transports an estimated 1,191 patients and the total collection revenue for the RCCP is projected to be \$36,388.02, prorated to 11 months for the first year of the contract.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

DEPARTMENT RECOMMENDATION:

Approve resolution to authorize the City Manager to execute the Interim Agreement for the Inclusion of the City of Imperial Beach into the Regional Cooperative Care Program (RCCP).

CITY MANAGER'S/EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7104
2. Interim Agreement for the Inclusion of the City of Imperial Beach into the RCCP
3. RCCP Program Overview – October 19, 2011
4. RCCP Medical Direction Overview – July 21, 2009
5. RCCP Proposed Methods of Funding and Cash Flow

RESOLUTION NO. 2011-7104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE INTERIM AGREEMENT FOR THE INCLUSION OF THE CITY OF IMPERIAL BEACH INTO THE REGIONAL COOPERATIVE CARE PROGRAM (RCCP)

WHEREAS, the Fire Departments of the City of Imperial Beach, City of Lemon Grove, City of La Mesa, City of National City, San Miguel Fire Protection District, Bonita-Sunnyside Fire Protection District, and American Medical Response, Inc. ("AMR"), a private corporation (collectively, the "Contracting Parties"), all provide emergency ambulance services within existing Exclusive Operating Areas ("EOA's") in San Diego County; and

WHEREAS, the Contracting Parties wish to establish a Regional Cooperative Care Program ("RCCP"), for the purpose of consolidating and sharing administrative, training and oversight services, while still maintaining the existence of the separate EOA's, and without changing the fundamental manner in which they provide ambulance services; and

WHEREAS, the Contracting Parties have negotiated an interim 90-day Agreement ("Interim Agreement") to allow for the establishment of the RCCP, which will facilitate the sharing of services including medical direction and oversight, program quality assurance and improvement, program coordination, training, representation to other organizations, and other services by mutual agreement; and

WHEREAS, the Interim Agreement provides for the creation of the RCCP's governing organization, calculation of each party's fair share of costs for the program and other preliminary activities for the RCCP, prior to negotiation of a more formal program agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

- 1. That the City finds and determines that the foregoing recitals are true and correct.**
- 2. That the City Manager or his designee be authorized to execute the Interim Agreement for the Inclusion of the City of Imperial Beach into the Regional Cooperative Care Program, for a 90-day term commencing November 1, 2011.**
- 3. This Resolution shall take effect immediately upon adoption.**
- 4. This action is not a project as defined by CEQA.**

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

**JACQUELINE M. HALD, MMC
CITY CLERK**

INTERIM AGREEMENT FOR THE INCLUSION OF THE CITY OF IMPERIAL BEACH
INTO
THE REGIONAL COOPERATIVE CARE PROGRAM

WHEREAS, the City of Lemon Grove Fire Department, the City of La Mesa Fire Department, the City of National City Fire Department, the San Miguel Fire Protection District, the Bonita-Sunnyside Fire Protection District, Imperial Beach and American Medical Response each provide pre-hospital emergency medical services;

WHEREAS, separate from the other, each organization currently provides their own administration, training and oversight of their pre-hospital services within previously established Exclusive Operating Areas (EOA) consistent with California Health and Safety Code Section 1797.224;

WHEREAS, all parties seek to maintain the existence and status of those existing Exclusive Operating Areas;

WHEREAS, each organization recognizes a benefit to consolidating and sharing of administrative, training and oversight services and recognize that the fundamental manner and scope of EMS services will remain unchanged;

WHEREAS, each organization recognizes that a public benefit will be established by the consolidating and sharing of such services;

WHEREAS, each organization desires to develop and establish a permanent affiliation for the provision of said services;

NOW THEREFORE, the parties hereto agree as follows:

This Agreement is entered into this 1st day of November, 2011 between City of Lemon Grove Fire Department, the City of La Mesa Fire Department, the City of National City Fire Department, the San Miguel Fire Protection District, the Bonita-Sunnyside Fire Protection District, City of Imperial Beach hereinafter called the "Agencies," and American Medical Response, a private corporation, hereinafter called "AMR", and shall remain in effect for a period of 90 days.

1. The Agencies and AMR agree to continue the Regional Cooperative Care Program, hereinafter called the "RCCP," as a program providing the following services:
 - A. Medical direction and oversight
 - B. Program quality assurance and improvement
 - C. Program coordination
 - D. Training
 - E. Representation to other organizations and government agencies

- F. Other services or activities that may be mutually agreed to by the parties.
2. The Agencies and AMR agree to cooperate in the establishment of a formal governing organization for the RCCP within the term of this Agreement.
 3. The Agencies and AMR agree to administer the RCCP through an "Administrative Oversight Committee", hereinafter know as the "Board". Said Board will be composed of one representative from each member agency and AMR.
 4. The membership of the Board shall elect a Chair Person, Vice-Chair Person and a Secretary. The terms of these positions will match the term of this Agreement.
 5. The Agencies and AMR agree to hold regularly scheduled and noticed meetings of the Board. Topics involving patient information, contracts or personnel issues would be identified as closed session items.
 6. During the term of this Agreement, membership of any city, fire district or AMR may be revoked by a majority of the membership at a meeting of the Board. Accordingly, any member agency or AMR may request to be removed from the RCCP at any time, and such request will become effective no sooner than 60 days from the receipt of the request by the Board Secretary.
 7. It is agreed that the cost of the RCCP will be divided between AMR and the Agencies. This shall be done by a mutually agreed upon process that will define each participant's fair share until a more formal agreement is prepared. Funding for each participant's share of cost will be provided either by direct payment, fees for service, in kind services or other agreed upon methods. It is agreed that the Agencies and AMR understand the following:
 - A. Each participating agency and AMR will have an opportunity to review all costs associated with their participation with the RCCP prior to approval or commitment of said Agency or AMR
 - B. Each participating agency and AMR will have the opportunity to understand all expectations prior to approval or commitment of the agency or AMR.
 - C. Services may be provided and serve as in-kind payment as long as the majority of the Board membership agree to the terms.
 8. The Agencies and AMR certify that its membership in the RCCP does not violate any laws, rules, regulations, ordinances or policies of any federal, state, local or other jurisdiction prohibiting membership in the RCCP.

9. Neither the Agencies nor AMR shall discriminate against any employee or members of the public on the basis of race, color, national origin, sex, marital status, parental status, or handicap in employment or business practices.
10. Each party shall indemnify, defend and hold harmless the other parties from and against any and all liability arising from any negligent acts, omissions or intentional misconduct of said party.
11. If any party to this Agreement resorts to a legal action or arbitration to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which the party may be entitled. This provision applies to the entire Agreement.
12. Any modification of this Agreement must be mutually agreed upon, written, supported by consideration and must not delete any of the elements essential to the validity of the original Agreement.
13. This Agreement may not be assigned by any party without the prior written consent of the Board.
14. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in force and effect and shall not be affected.
15. This Agreement is the sole and exclusive agreement of the Agencies and AMR concerning the establishment of and membership in the RCCP.
16. The term of the Agreement shall be from the date on which it is mutually entered into by the Agencies and AMR, and will expire 90 days later. Thereafter, the agreement may be extended upon mutual agreement of the Board for the purpose of meeting the initial intent of the Pilot Program as specified in Section 2 on page 1 of this Agreement.
17. All communications to any member by another member shall be deemed made when received by such member at its respective name and address, as follows:

Michael Murphy, General Manager
American Medical Response – San Diego
8808 Balboa Avenue, Suite 150
San Diego, CA 92123

Fire Chief Mike Scott
City of Lemon Grove Fire Department
7853 Central Avenue
Lemon Grove, CA 91945

Fire Chief Mike Scott
City of La Mesa Fire Department
8054 Allison Avenue
La Mesa, CA 91941

Public Safety Director Frank Parra
City of National City Fire Department
140 East 12th Street, Suite A
National City, CA 91950

Fire Chief Scott Walker
Bonita – Sunnyside Fire Protection District
4900 Bonita Road
Bonita, CA 91902

Fire Chief Augie Ghio
San Miguel Fire Protection District
1800 Via Orange Way
Spring Valley, CA 91978

Fire Chief/ Director of Public Safety Tom Clark
865 Imperial Beach Boulevard
Imperial Beach, CA 91932

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted above.

Signature Page:

Tom Clark
Public Safety Director/Fire Chief
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Date

Chief Augie Ghio
San Miguel Fire Protection District
RCCP Chair Person

Date



Regional Cooperative Care Program

A successful public/private EMS support relationship

Presented by:

Rod Ballard, Scott Walker, Mike Murphy

Wednesday October 19, 2011

What is the RCCP?

- Pioneering partnership between AMR and (5) five fire departments serving the South Bay and East County regions of San Diego County. The partners agencies are:
 - American Medical Response (AMR)
 - Bonita Sunnyside Fire Protection District
 - La Mesa Fire Department
 - Lemon Grove Fire Department
 - National City Fire Department
 - San Miguel Consolidated Fire Protection District
- The goal of the public/private partnership is to build and develop a single unified program to consolidate and share administrative, training and oversight services.



What are the Major Functions of the RCCP?

- RCCP consists of three major functions integrated across participating agencies:
 - Quality Assurance & Continuous Quality Improvement
 - Physician Medical Direction & Oversight
 - Integrated and Centralized Training



Why was it developed?

- To reduce impact on agency staff related to EMS oversight
- To reduce risk and liability to agencies and their employees
- To allow more efficient use of resources
- To provide:
 - Quality Assurance/Quality Improvement
 - Standardized and medically approved protocols and policies
 - Improved direct service delivery and incident command and communications
 - Improved paramedic and EMT training
 - Increase the competency and confidence of Paramedics and EMTs

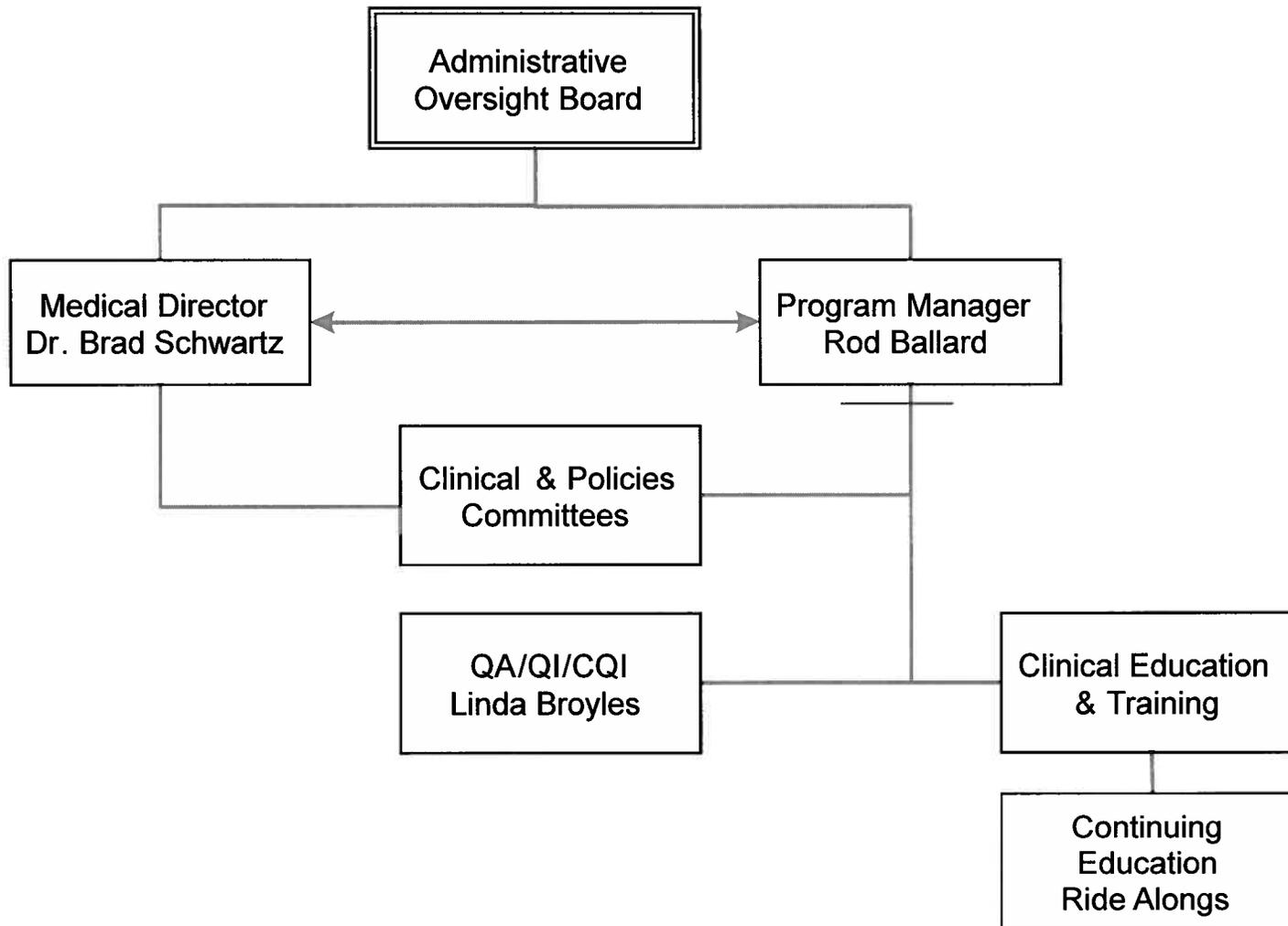


What does the RCCCP intend to accomplish?

- Ensure that the private transport provider and participating agencies are working as one organization, under the same guidelines to ensure the highest level of pre-hospital care to the public we serve



Organizational Structure/Governance



Committee Process

- The elements of the cooperative were created and revised by members of the represented agency workforce
 - Labor group participation
 - Field personnel participation
 - Administration involvement
 - Medical Director support and assistance



Benefits to Participating Agencies

- Reduces individual member agency risk and liability
- Drives costs out of system based on economies of scale
- Reduced staff workload
- Eliminates conflict at the incident scene
- Improved training and confidence of employees
- Standardization of medical protocols and policies
- Provides support to the employee and organization when medical service issues do occur
- Cost effective solution to EMS program management
- More seamless medical service delivery between First Responder and transport agency



Why does the RCCCP work so well?

- Participating agencies have a voice and a vote
- Labor participation and buy in at beginning
- Rank and File employees have direct access to Medical Director and staff
- Participating agencies experienced system improvements from the start
- Combined voice has more clout at County EMS than the individual voice
- None of us could afford to do this on our own



RCCP Funding

- Participating agencies have three choices:
 - General Fund
 - Increase transport fees
 - Utilization of “Pass Through Fees”



Community Benefit

- Improved direct service delivery
- Seamless service between First Responder and transport agency



Conclusion

- Public/Private Partnerships are effective and efficient
- RCCP is a standards based partnership that has the flexibility to meet individual partner agency needs
- Past four years successes have drawn strong interest in other area agency participation
- We are now a lead EMS agency in San Diego County
- As business grows so will RCCP services





Regional Cooperative Care Program

Medical Direction

Presented by:

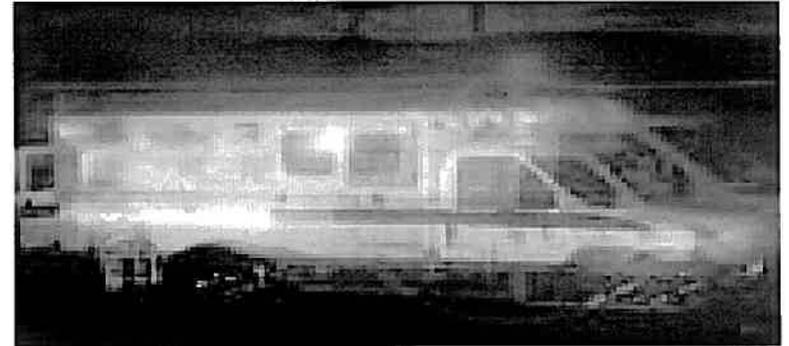
RCCP Medical Director

Dr. Brad Schwartz

Tuesday, July 21, 2009

EMS Evolution – Guiding Principles

- More assertive clinical focus
- Standardization of care & equipment
- Provide benefit to the end user- the patient
- No degradation in service
- Operate within current revenues
- System should maintain existing EOAs



BACKGROUND:

EMS Agenda for the Future



- National Highway Traffic Safety Administration
- Health Resources and Services Administration
- Maternal and Child Health Bureau



EMS Agenda for the Future

- *“EMS of the future will be a community based health management system that is fully integrated with the overall health care system.”*
- It will have the ability to identify and modify illness and injury risks, provide acute illness and injury care and contribute to treatment of chronic conditions and community health monitoring.



EMS Agenda for the Future

Highlights

- **Education Systems:** now recognized as the premier agenda topic with regards to “on going” education.
- **Medical Direction:** increased role of physician for medical oversight
- **Evaluation:** addressing system outcome measure
- **Information Systems:** improved data system
- **Public Education /Prevention:** move from reactive to proactive and to provide opportunity to reduce injury, illness and death through prevention



Improved Coordination Standardization & Quality of the “System”



- Clinical Quality
- Training & Education
- Infection Control
- Medical Directorship
- Policy & Procedures
- Medical Equipment & Supplies
- Operations



Clinical Quality

- Large data pool can more quickly and accurately identify trends – Trends focus training
 - Examples
 - AMA documentation 50% to 95%
 - End Tidal CO2 usage 60% to 90%
 - Skills tracking and assessment
 - NNT: Chest pain, Major Trauma, CHF
 - New Device/Medication
 - Versed used for agitated delirium
 - CPAP
 - New Hire Skills Testing
 - Upgraded, consistent, utilizing SIM



Community Presence

Power in Numbers

- Emergency Departments & County EMS
 - Base Station Physician Committee seat
 - Pre Hospital Audit Committee seat
 - Presence at various other EMS committees
- Examples
 - Change in protocols
 - Outcome information: follow-up of hospital information on patient outcome/final Dx
 - Liaison for pre-hospital personnel to EDs and EMS community



Training/Education

#1 item for EMS “Agenda for the Future”

- Standardized across the system: everyone trained at once and together with the same message
- Access to Experts
- SIM Man Training
- Ride-a-longs: Medical Director, QI/QA Nurse and EMS coordinator



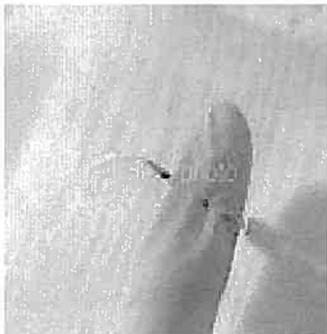
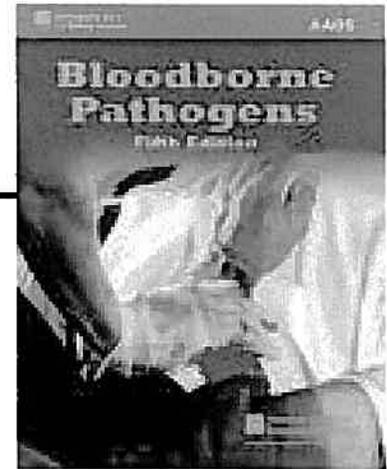
Examples

- Protocol updates- 20 classes
- In Service Training: Onsite FF/AMR
 - IO, End Tidal CO2, Versed in agitated patients, Combitube/AED
- ACLS/PALS/PEEP
- Wild land Fire
- Outside experts - speak to larger classes
 - AMA and attorneys, MDs, State and County Officials/experts
- Rapid training on new devices training:
 - CPAP, IO, Intranasal
- Field care audits
- Timely Swine Flu training and communication



Infection Control

- Nurse/MD/Coordinator all oversee exposures
 - Sometimes onsite
- Variation in hospital responses and treatments
 - Ensure rapid accurate response and case follow up
 - Consistency of care
- Oversight in one place identifies deficiencies



RCCP Accomplishments

- Standardized Infection Control Practices
- Increased clinical sophistication of BLS and ALS in-service training
- Provides in-depth continuing education
- Meaningful participation in State, County and Local regulatory committees related to EMS
- Presented policies and implemented standards of care shared by all partner agencies



Private-Public Partnership

- 1st Place at 2007 at National & World JEMS EMS Games



Questions?



**REGIONAL COOPERATIVE CARE PROGRAM
PROPOSED METHODS OF FUNDING AND CASH FLOW**

Purpose: To provide RCCP members with alternative acceptable methods of financing the operations of the RCCP.

Background: The RCCP desires to provide essential EMS related services to its members in the most effective and efficient manner possible. The RCCP is a value added service that is provided through the existing contractual relationships between AMR and the various service areas which are served. As such, the governance and financial structures of the RCCP have been designed in such a way to provide members the ultimate flexibility, while maintaining simplicity and effective oversight and control.

Components: The financial components of the RCCP can best be described in terms of the traditional balance sheet – revenues and expenditures. The RCCP does not derive retained earnings – or profit – and thus the need for the financial system remains simply to determine the actual essential costs of providing agreed upon services and generating the revenue to pay for those costs.

Costs - The costs associated with the RCCP can be summarized by the following:

- Program Manager
- Medical Director
- Quality Assurance Nurse
- Training and Training Materials
- General and Administrative (GNA) including small office equipment, phones, computers and agreed upon operational expenses.

It is important to note that all agencies will have individual expenses related to the provision of EMS services that would be incurred regardless of the presence of the RCCP. These costs are assumed to be borne by the individual agencies as the purpose of the RCCP is to provide services on a regional basis those services that can provide value to the individual members greater than could be achieved individually. As such, costs such as EMS Officer are not assumed to be part of the responsibility of the RCCP.

Revenues - The RCCP is entirely dependant upon revenues provided by its participating agencies and the in-kind and infrastructure costs provided by AMR as a partner agency. This is a conscious policy decision made in an effort to simplify the governance process and allow continued focus on the true operational issues that were the genesis of the RCCP project. The revenue mechanisms are very simple and can be summarized as follows:

- Direct payment from agency General or EMS funds, or
- Revenue Off-sets from First Responder or other EMS payments from AMR to the participating agency.

Establishment of Funding Methodology:

The common denominator in both sides of the financial equation is the ambulance provider – AMR.

The majority of **revenues** available to the system come through fees generated and disbursed by AMR. The potential revenue streams available to member agencies include:

- Portions of the existing pass through monies which must be spent on EMS related services, and/or
- Additional revenues provided through rate increases adopted for providing RCCP services

- Alternatively, agencies may elect to provide funding from general fund or alternative EMS funds that they may have available to them.

The cost structure of the RCCP will vary depending upon which agency or agencies are providing Program Manager services and/or other related and agreed upon services. As various members can provide various services throughout the evolution of the RCCP, a method must be adopted for decision making and budget approval which meets the needs of adequate control and oversight while maintaining simplicity.

Fortunately, the current structure of the RCCP allows this goal to be achieved. As the majority of revenues associated with RCCP operations flow through user fees that by definition flow through AMR – cash disbursements can be varied based upon user participation and associated costs.

For example, if Agency “A” provides Program Manager Services for Year ‘x’, AMR will increase the “pass through” monies provided to Agency A by the amount agreed upon as the reasonable costs associated with providing those services. Conversely, other participating agencies will contribute a percentage of the total agreed upon costs and this amount will be withheld from their pass through monies and distributed by AMR to “Agency A” providing those services. This will result in the total funding of the agreed upon budget for the operations of the RCCP.

These costs will be identified through a budget process and allocated on a percentage basis. Revenue, collections, and costs will be reviewed on a quarterly basis by the Oversight committee and any needed adjustments will be recommended to the full RCCP Committee. Relevant cost and revenue accounting will be provided to each agency for their portion of the RCCP budget and related contributions.

As an option, each agency may also contribute monies directly to the RCCP from a source that they deem appropriate (usually general fund or established EMS fund). In this case, payment will be processed through AMR and an accounting will be provided to both the agency and the RCCP membership. AMR will maintain separate fund accounting for RCCP related expenditures and revenues collected in this manner.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 19, 2011
ORIGINATING DEPT.: PUBLIC SAFETY *R*
SUBJECT: Authorization for the City Manager to Execute a Lease Agreement with American Medical Response Ambulance Service for the Fire Station located at 865 Imperial Beach Boulevard

BACKGROUND:

American Medical Response ("AMR") is the exclusive provider of ambulance services in the City of Imperial Beach, pursuant to a regional ambulance services agreement which is before the City Council in a separate agreement. Imperial Beach is part of an "exclusive operating area" ("EOA") established by the County of San Diego for ambulance services, that covers the City of Imperial Beach, City of Chula Vista, and Bonita/Sunnyside Fire Protection District. The City of Chula Vista is lead agency for purposes of administrating the EOA agreement and has agreed, along with Bonita/Sunnyside Fire Protection District, to extend the ambulance services agreement for a three year period beginning October 1, 2011 and ending September 30, 2014.

Since 2002, the City of Imperial Beach has leased space in the fire station at 865 Imperial Beach Boulevard to AMR for its ambulance service operations in Imperial Beach. AMR's use of the fire station is a joint use along with the Imperial Beach Fire Department. The existing lease with AMR for the fire station, which was executed in 2008, expired on May 31, 2011, and has been continuing on a month-to-month basis pending approval of a new agreement.

DISCUSSION:

Because the ambulance services agreement for the EOA is being extended until September 30, 2014, there is a need to enter into a new lease for the fire station with AMR, to coincide with the extension of the service agreement. The new Lease Agreement is being proposed to commence retroactively as of July 1, 2011, and end June 30, 2014, to continue month to month thereafter on the same terms. The key deal points in the lease are:

- Monthly rent will be paid by AMR at the rate of \$2500 per month for the first twelve months, and thereafter, increasing 3% annually.
- AMR will lease approximately 400 square feet of the fire station as AMR crew quarters and shall be entitled to use parking spaces at the facility for AMR vehicles.
- AMR's use of the premises shall be for medical transportation services operations
- The City of Imperial Beach will be responsible for the cost of utilities and services

- The City of Imperial Beach shall be responsible for repairs and maintenance for the fire station

The City has had a positive relationship with AMR as the City's ambulance services provider for a number of years. The Lease Agreement with AMR is beneficial to the City because it facilitates AMR's provision of quality ambulance services in the City of Imperial Beach. Staff recommends that the Council authorize the City Manager to enter into a new Lease Agreement with AMR commencing retroactively as of July 1, 2011, and ending June 30, 2014, in conjunction with the extension of the ambulance services agreement for the EOA.

FISCAL IMPACT:

The Lease will generate revenue of \$2500 per month for the first twelve months, which will increase 3% annually for the rest of the Lease Agreement term.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

DEPARTMENT RECOMMENDATION:

Approve resolution to authorize the City Manager to execute a Lease Agreement with AMR for the Fire Station located at 865 Imperial Beach Boulevard, with a commencement date of July 1, 2011, and an ending date of June 30, 2014, and continuing as a month to month agreement thereafter on the same terms and conditions.

CITY MANAGER'S/EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7101
2. AMR Tenant Lease

RESOLUTION NO. 2011-7101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE (AMR) FOR THE FIRE STATION AT 865 IMPERIAL BEACH BOULEVARD

WHEREAS, AMR is the exclusive provider of ambulance services in geographical areas of the City of Imperial Beach, City of Chula Vista, and Bonita/Sunnyside Fire Protection District pursuant to a regional ambulance services contract; and

WHEREAS, the City of Imperial Beach and other parties to the regional ambulance service contract are in the process of extending the service contract for a three year period ending on September 30, 2014; and

WHEREAS, the City of Imperial Beach owns a fire station located at 865 Imperial Beach Boulevard, which the City has leased to AMR since 2002 to facilitate AMR's provision of ambulance service to the City; and

WHEREAS, the current fire station lease agreement with AMR expired on May 31, 2011, and the parties wish to enter into a new lease agreement for a three year period commencing as of July 1, 2011, and ending June 30, 2014, and continuing thereafter as a month to month agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

- 1. That the City finds and determines that the foregoing recitals are true and correct.**
- 2. That the City Manager or his designee be authorized to execute a Lease Agreement with AMR for the use of the fire station at 865 Imperial Beach Boulevard, for a term commencing July 1, 2011 and ending June 30, 2014, continuing thereafter as a month to month agreement.**
- 3. This Resolution shall take effect immediately upon adoption.**
- 4. This action is not a project as defined by CEQA.**

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

**JACQUELINE M. HALD, MMC
CITY CLERK**



AMR TENANT LEASE

This Lease is made this July 1, 2011 by and between Imperial Beach Fire Department, (hereinafter, "Landlord") and American Medical Response Ambulance Service, Inc dba American Medical Response, (hereinafter, "Tenant").

1. Lease; The Premises. In consideration of the rent and other payments and covenants of Tenant hereinafter set forth, and upon the following terms and conditions, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain area of the fire station to be used as AMR crew quarters consisting of approximately 400 square feet of space in the building located at 865 Imperial Beach Blvd, Imperial Beach, CA (the "Premises").

2. Term. The minimum Term of the Lease shall be for a period of three (3) years, commencing on July 1, 2011 (the "Commencement Date") and ending on June 30, 2014. Upon expiration of the initial Term, this lease shall continue month to month on the same terms and conditions as set forth herein.

3. Use of the Premises. Tenant may use the Premises related to operations as a medical transportation services provider, and for any other uses permitted by law.

4. Rent. Tenant covenants and agrees to pay Landlord as rent for the Premises during the Term the sum of \$2500 per month, payable monthly in advance on the first day of each month commencing on the Commencement Date (or appropriate pro rata proportion thereof for any portion of a month at the beginning or end of the Term). This amount will continue for a period of twelve months at which time the rent shall be adjusted to include a 3% annual cost escalator. All rental payments shall be made to Landlord at its address set forth below, or such other address as Landlord may hereafter designate in writing to Tenant.

5. Utilities and Services. Landlord shall be responsible for all utilities and services. Landlord shall also provide parking spaces for Tenant's vehicles.

6. Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that: (i) Landlord has power adequate for the execution, delivery and performance of its obligations under this Lease; (ii) the Premises are suitable for their intended use; and (iii) the Premises are safe and habitable.

7. Repairs and Maintenance. Landlord shall, at its own cost and expense, be responsible for and make all necessary repairs, replacements and renewals, interior and exterior, to the Premises.

8. Landlord's Access. Tenant agrees to permit Landlord or its authorized representatives to enter the Premises at all reasonable times during usual business hours after reasonable prior written notice (except in the case of an emergency). Landlord shall use all reasonable efforts to minimize the disruption to Tenant by entry into the Premises.

9. Insurance. For the duration of this Lease, Landlord shall maintain property and casualty insurance that is usual and customary for its obligations under this Lease.

10. Landlord's Covenant of Quiet Enjoyment; Title. Landlord covenants that it has good and clear record and marketable title to the Premises and that Tenant, upon paying the rent may peaceably and quietly hold and enjoy the Premises for the Term of this Lease.

11. Tenant's Obligation to Quit. Tenant shall, upon termination of this Lease, leave and peaceably and quietly surrender and deliver to Landlord the Premises in as good condition, order and repair as the same were at the Commencement Date, reasonable wear and tear excepted.

12. Tenant's Default; Landlord's Remedies. If Tenant shall default in the payment of any rent or any other covenant and such default shall continue for fifteen (15) days after written notice from Landlord, Landlord may, to the extent permitted by law, immediately or at any time thereafter while the situation still exists enter into and upon the Premises, or any part thereof in the name of the whole, and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate.

13. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.



AMR TENANT LEASE

14. Compliance Program and Code of Conduct. AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

15. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

16. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Lease shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Lease. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to be given when delivered in fully legible form with a copy by certified mail, return receipt requested. Notices shall be addressed to Landlord or Tenant at its address set forth above and with copies to:

If to Landlord:
Imperial Beach Fire Department
Attn: Fire Chief
865 Imperial Beach Blvd

Imperial Beach, CA 91923

If to AMR:

General Manager
American Medical Response
8808 Balboa Ave, Ste 150
San Diego, CA 92123

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

Either party may change the address to which notices are to be sent to it by providing notice of same to the other party in accordance with the provisions of this Section.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

TENANT

By: [Handwritten Signature]
Title: GM - SAN DIEGO

LANDLORD

By: _____

Title: _____



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: October 19, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7107 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD

BACKGROUND:

A Study was conducted by a consultant to the City to review our insurance programs, benefit administration, and compliance with state and federal laws pertaining to employee benefits. Staff has been working through the recommendations in the Study to correct problems and improve systems. The benefits of a Broker of Record were identified in the Study. Although a broker had been working on some of the City's insurance products, the Study revealed that this work was not the result of a direct Broker of Record agreement, thus limiting the scope of work the broker could do for Imperial Beach.

The City is part of the San Diego Pooled Insurance Authority (SANPIPA) and Alliant Insurance Services is the Broker for the pooled program. Alliant Insurance Services was unable to provide many of the services the City desired based on the limited scope of the SANPIPA Agreement and the fact that Imperial Beach did not initiate a separate Broker of Record Agreement with Alliant Insurance Services. As the City needed additional insurance services, a formal RFP was initiated and sent to Brokers in the San Diego area, including Alliant Insurance Services.

DISCUSSION:

In June 2011, a Request for Proposal (RFP) was released requesting proposals from qualified Broker organizations to perform Employee Benefit Broker Services. A total of four (4) proposals were received by the City of Imperial Beach with varying levels of experience and expertise in employee benefit broker services. One of the firms opted to withdraw from the selection process as their municipal specialist left the firm and, as a result, they decided not to pursue the governmental market. The remaining three firms met the evaluation criteria and were invited to interview.

The selection panel consisted of the Interim Assistant City Manager, Finance Director, Human Resources Technician, Benefits Consultant, and Human Resources Director for the City of National City.

Based on the information provided in the Request for Proposal, the oral presentations, fees for services, recommendation by the selection panel, and consultation with the City Manager, it has been determined to be in the City's best interest to enter into a new contract with Keenan & Associates.

Staff has met with Keenan & Associates representatives and agreed to the terms of the agreement as shown in Attachment 2.

Analysis

There are several reasons that a Broker of Record is important:

- The City has limited staff to deal with complex insurance issues.
- A broker is an extension of staff and has the ability to add expertise without adding employees.
- The broker will assist Staff with all state and federal mandated compliance documents such as HIPAA, Cafeteria plan document, Children's Health Insurance Program Reauthorization Act (CHIPRA), etc.
- A Broker will assist the City with the newly formed Insurance Committee to explore insurance alternatives. The Insurance Committee is a result of the recent labor negotiations and the goal of the Committee is to review and recommend solutions for the City in an effort to improve benefits while decreasing or maintaining costs for the City as well as employees. The Committee will consist of City Management and representatives from the Fire and SEIU labor groups. The Broker will take a lead role in educating both management and labor groups on the alternatives and cost implications of insurance options.
- The broker will assist the City in reviewing insurance changes as the City approaches the 2014 implementation of insurance exchanges and other aspects of Federal Health Care Reform.

The new Broker will also assist the City with:

- Reviewing alternatives to the City's current insurance products which may be less costly for the City and employees while providing equal or better benefits;
- Reviewing innovative insurance products which the City may not be aware of;
- Reviewing redundant and older lines of insurance coverage to determine elimination, changes or bundling with other products in an effort of achieving cost savings;

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

Keenan & Associates will be compensated for work completed, not to exceed commission calendar year caps as itemized on the Cost for Broker Services, Attachment 1 of the Agreement for Professional Services. The City is currently paying the same commissions through the SANPIPA pooled program, thus there is no additional cost impact at this time. Additionally, once the Broker is working on the City's behalf, emphasis will be to determine cost savings by reviewing insurance product alternatives and investigating duplication of coverage.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 2011-7107 authorizing the City Manager to execute a Professional Services Agreement with Keenan & Associates for the City's employee benefits broker of services commencing October 19, 2011 through December 31, 2012 and may be extended each year thereafter for a total of an additional three years.



Gary R. Brown, City Manager

Attachment:

1. Resolution 2011-7107
2. Employee Benefits Broker Services Agreement

RESOLUTION NO. 2011-7107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, AUTHORIZING TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD

WHEREAS, a study was conducted by a consultant to the City to review insurance programs, benefit, administration, and compliance; and

WHEREAS, the benefits of a Broker of Record was identified in the Study; and

WHEREAS, a broker had been working on some of the City's insurance products, however this work was not the result of a direct Broker of Record agreement, thus the scope of work was limited; and

WHEREAS, a formal Request for Proposal (RFP) was initiated and released requesting proposals from qualified Broker organizations to perform Employee Benefit Broker Services; and

WHEREAS, through an independent evaluation of the four proposals received and an interview of the top three firms identified through the evaluation it was recommended that Keenan & Associates for employee benefits broker of record; and

WHEREAS, compensation for work completed will not exceed commission calendar year caps as itemized on the Cost for Broker Services, Attachment 1 of the Agreement for Professional Services.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Imperial Beach, as follows:

1. The above recitals are true and correct.
2. The agreement with Keenan & Associates for Employee Benefits Broker of Record is approved.
3. The City Manager is authorized to sign the agreement with Keenan & Associates and the Business Associate Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its a special meeting held this 19th day of October, 2011, by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

FOR EMPLOYEE BENEFITS BROKER SERVICES

This Agreement, entered into this 19th day of October 2011, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and Keenan & Associates (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires CONSULTANT to perform a variety of broker and consulting services related to the CITY's employee benefit programs; and

WHEREAS, CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT is a consulting service firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. Contract effective date is October 19, 2011 through December 31, 2012 with an annual option to renew for an additional year up to a maximum of three years through December 31, 2015.
- B. CONSULTANT shall provide services as described in the "Scope of Services" listed in the Request for Proposal dated July 21, 2011.
- C. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- D. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; analyses and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.

- E. CONSULTANT shall be compensated for work completed, not to exceed commission calendar year caps as itemized on Cost of Broker Services, Attachment 1, for broker services rendered under this Section 2. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- F. If applicable, CONSULTANT shall submit monthly statements for services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The City Manager, currently Gary Brown, is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Assistant Vice President Renée Wingert is hereby designated as the Project Director for CONSULTANT.

Section 4. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

Section 7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT, its employees, or

subcontractors as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

Section 13. INSURANCE.

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. CONSULTANT shall notify CITY within three (3) days following its first notice or awareness of any actual or proposed termination or cancellation of, or material change in the required insurance coverage. Coverage shall include appropriate waivers of subrogation as to the CITY. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

CITY will appoint CONSULTANT as their Broker of Record to provide professional services as set forth in this Agreement. Within 5 days of execution of this Agreement, the City Manager will provide CONSULTANT with a Broker of Record letter. Except as expressly stated in this Agreement or the Broker of Record letter, CONSULTANT shall have no authority to act on behalf of CITY.

Section 15. INDEMNITY.

CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT.

Section 16. TERMINATION.

CITY may terminate this Agreement at any time by giving sixty (60) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

Section 18. OFFICE SPACE AND CLERICAL SUPPORT.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

Section 19. SUBCONTRACTORS.

19.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

19.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

19.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 20. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 20, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 21. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 22. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

Gary Brown	Renée Wingert
City Manager	Assistant Vice President
City of Imperial Beach	Keenan & Associates
825 Imperial Beach Blvd.	901 Calle Amanecer, Suite 200
Imperial Beach CA 91932	San Clemente, CA 92673

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 23. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 24. BUSINESS ASSOCIATE AGREEMENT.

The CITY and CONSULTANT have, concurrent with this Agreement, signed a Business Associate Agreement, Attachment 2, in order to abide by the Standards for Privacy and Privacy Standards as defined in 45 CFR § 160.103, which is part of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, subparts A and E, (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

Section 25. ENTIRE AGREEMENT.

This Agreement and its Attachments and Exhibits, the Broker of Record letter, and Business Associate Agreement executed by the parties set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: Request for Qualifications/Proposal (Exhibit A), Proposal dated July 21, 2011 (Exhibit B), and Cost of Broker Services (Attachment 1). No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST

CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY

CONSULTANT shall advise CITY if potential conflicts of interest arise while performing services for CITY. After consultation with CITY, CONSULTANT agrees to resolve any conflicts of interest to the satisfaction of CITY, in the CITY's sole discretion.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

The response to the RFP and Exhibits A and B are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,
A municipal corporation

CONSULTANT/CONSULTANT:

City Manager

Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

City Manager [or other officer]

Cost for Broker Services

Carrier	2011 Carrier's Monthly Premium	Total Estimated Commissions		Contingent or other remuneration	Net Commissions	Notes
CalPERS Medical Health - Blue Shield - Blue Shield NetValue - Kaiser - PERS Select - PERS Choice - PERS Care - Retiree's Health Cost		0%		\$0	\$0	CalPERS does not pay commission to consultants or brokers. If the City exits the CalPERS Medical Program commissions will be negotiated at that time. Please refer to Cost Proposal for more detailed information
Dental - Delta Dental DHMO - Delta Dental PPO	\$771 \$1,624	10% 10%	\$77 \$162	\$0 \$0	\$925 \$1,948	Please refer to Cost Proposal for more detailed information
Vision - Vision Plan of America	\$164	10%	\$16	\$0	\$197	Please refer to Cost Proposal for more detailed information
WageWorks - Health Care/ Dept Spending Account	\$97	0%		\$0	\$0	FSA Administrators do not pay commissions. Please refer to Cost Proposal for more detailed information
ING - Basic Life Insurance - Supplemental Life Insurance - Long Term Disability	\$864 \$831 \$961	10% 10% 10%	\$86 \$83 \$96	\$0 \$0 \$0	\$1,037 \$997 \$1,153	Please refer to Cost Proposal for more detailed information
Short Term Disability - EDD		0%		\$0	\$0	If the City exits the State Disability program 10% commission will be built into the STD replacement plan. Please refer to Cost Proposal for more detailed information
AFLAC - Various Plans	\$1,070	0%		\$0	\$0	AFLAC does not pay commissions to new brokers. Please refer to Cost Proposal for more detailed information
Employee Assistance Program - Horizon Health	\$416	10%	\$42	\$0	\$499	Please refer to Cost Proposal for more detailed information

Please note: Estimated Annual Commissions will vary based on enrollment and annual renewal increases.

2012 Commission for non-medical lines of coverage cap: \$15,000
 2013 Commission for non-medical lines of coverage cap: \$16,000
 2014 Commission for non-medical lines of coverage cap: \$17,000
 2015 Commission for non-medical lines of coverage cap: \$18,000
 Any commissions received in excess of the cap will be refunded to the City.

Communication Services include an Open Enrollment Brochure at an annual estimated cost of \$1,500. A firm quote can be provided when a scope of work for the open enrollment brochure is established. The cost of printing is not included in the above estimate

Performance Guarantee: We will put at risk 10% of our Professional Fees as assurance of our performance. We will work with the City to jointly develop the Performance Rating Criteria.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BA Agreement") amends, supplements, and is made a part of the Agreement for Professional Services for Employee Benefits Broker Services dated October 19, 2011 ("Agreement") entered with City of Imperial Beach ("CLIENT") and Keenan & Associates ("BUSINESS ASSOCIATE") and is effective as of the effective date of that Agreement (the "BA Agreement Effective Date").

RECITALS

- A. CLIENT, pursuant to the terms of the Agreement, wishes to disclose to BUSINESS ASSOCIATE certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information.
- B. CLIENT and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of Protected Health Information disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-0005 (the "HITECH Act"), the regulations promulgated thereunder by the United States Department of Health and Human Services (the "HIPAA Regulations"), and any other applicable laws and regulations.
- C. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.314(a), 164.502(e), 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises made below and the exchange of information pursuant to the Agreement (which includes any amendments thereto) and this BA Agreement (the Agreement and this BA Agreement hereinafter collectively the "Agreements"), the parties agree as follows:

1. Definitions.
 - a. "Breach" shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
 - b. "Business Associate" shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - c. "Covered Entity" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

- d. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501
- e. "Electronic Protected Health Information" means Protected Health Information that is maintained in or transmitted by electronic media.
- f. "Electronic Health Record" shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- h. "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- i. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, HIPAA, the HITECH Act, and the regulations promulgated thereunder by the HIPAA Regulations, including, but not limited to 45 CFR Sections 160.103, 164.501.
- j. "Protected Information" shall mean PHI provided by CLIENT to BUSINESS ASSOCIATE or created or received by BUSINESS ASSOCIATE on CLIENT's behalf.
- k. "Security Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- l. "Unsecured PHI" shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Responsibilities of BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures. BUSINESS ASSOCIATE shall not use Protected Information and shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use and/or disclose PHI received by BUSINESS ASSOCIATE pursuant to the Agreements solely for the purpose of

performing its obligations under the Agreements and for no other purpose whatsoever.

- b. Restrictions of PHI. BUSINESS ASSOCIATE shall notify CLIENT in writing within five (5) working days of receipt of any request by patients or their representatives to restrict the use and disclosure of the PHI that BUSINESS ASSOCIATE maintains for or on behalf of CLIENT. Upon written notice from CLIENT, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of such PHI.
- c. Disclosure of PHI. BUSINESS ASSOCIATE may, if necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's business or (ii) to carry out BUSINESS ASSOCIATE's legal responsibilities.
- d. Nondisclosure. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose CLIENT' PHI other than as permitted under the Agreement, or as required by law or regulation.
- e. Safeguards. BUSINESS ASSOCIATE shall use appropriate administrative, technical and physical safeguards to prevent any use or disclosure of CLIENT' PHI other than as provided for by the Agreements.
- f. Reporting of Disclosure. BUSINESS ASSOCIATE shall notify CLIENT in writing within two (2) business days of the discovery of any use or disclosure of CLIENT' PHI not permitted by the Agreements which BUSINESS ASSOCIATE or its officers, employees or agents become aware. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- g. Compliance with Law. BUSINESS ASSOCIATE shall comply with all applicable federal, state, and local laws and regulations, including, if applicable under the terms and requirements of the Agreement, the HIPAA Standards for Electronic transactions, 45 CFR Parts 160 and 162.
- h. BUSINESS ASSOCIATE's Agents. BUSINESS ASSOCIATE shall ensure that any agent or subcontractor agrees with BUSINESS ASSOCIATE **in writing** to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to PHI under this BA Agreement and that the agent or subcontractor will hold the PHI confidentially and use or disclose the PHI only as required by law or for the purpose it was used or disclosed to the agent or subcontractor. Additionally, the agent or subcontractor shall notify BUSINESS

ASSOCIATE of any instances of which it is aware in which the confidentiality of the PHI has been breached.

- i. Availability and Accounting of Information. BUSINESS ASSOCIATE shall, within twenty (20) calendar days of receipt of a written request, provide a copy of the PHI disclosed. BUSINESS ASSOCIATE shall, within twenty (20) calendar days of receipt of a written request, make available to CLIENT and, if authorized in writing by CLIENT, to the subject of the PHI, such information as may be required to fulfill the obligations of CLIENT to provide access to, provide a copy of, and account for disclosures of CLIENT' PHI pursuant to HIPAA, the HITECH Act, and the HIPAA Regulations, including, but not limited to 45 CFR Sections 164.524 and 164.528. The accounting shall include: i) the date of the disclosure, ii) the name and address of the entity or person who received the PHI, iii) a brief description of the PHI disclosed, and iv) a brief statement of the basis for the disclosure or a copy of an authorization for the disclosure.
- j. BA Agreement of PHI. BUSINESS ASSOCIATE shall inform CLIENT within five (5) working days of receipt of any request by or on behalf the subject of the PHI to amend the PHI BUSINESS ASSOCIATE maintains for or on behalf of CLIENT. BUSINESS ASSOCIATE shall, within twenty (20) calendar days of receipt of a written request, make the subject's PHI available to CLIENT as may be required to fulfill CLIENT obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526. BUSINESS ASSOCIATE shall, as directed by CLIENT, incorporate any BA Agreements for CLIENT' PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.
- k. Appropriate Safeguards and Regulatory Compliance.

BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312 [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of PHI received from CLIENT (or created or received by BUSINESS ASSOCIATE on behalf of CLIENT) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining CLIENT' compliance with the HIPAA Regulations.

1. Inspection of Records.

BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to CLIENT for inspection and copying within ten (10) days of a request by CLIENT to enable CLIENT to fulfill its obligations, if any, under the Page 4 of 7 Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BUSINESS ASSOCIATE maintains an Electronic Health Record, BUSINESS ASSOCIATE shall provide such information in electronic format to enable COUNTY to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

Within thirty (30) calendar days of a written request, BUSINESS ASSOCIATE shall make available to CLIENT during normal business hours all records, books, agreements, policies and procedures relating to the use and/or disclosure of CLIENT PHI for purposes of enabling CLIENT to determine BUSINESS ASSOCIATE's compliance with the terms of this BA Agreement.

m. Certification. CLIENT, and its authorized agents or contractors, may examine BUSINESS ASSOCIATE's facilities, systems, procedures, and records as may be necessary to determine the extent to which BUSINESS ASSOCIATE's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations, or this BA Agreement.

m. Accounting Rights. Within ten (10) days of notice by CLIENT of a request for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents or subcontractors shall make available to CLIENT the information required to provide an accounting of disclosures to enable CLIENT to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to 42 U.S.C. Section 17935(c), as determined by CLIENT. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3)

years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of a request forward it to COUNTY in writing. It shall be CLIENT's responsibility to prepare and deliver any such accounting requested. BUSINESS ASSOCIATE shall not disclose any Protected Information except as set forth in Section 2.A. of this BA Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph n shall survive the termination of this BA Agreement.

- o. Government Access to Records. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CLIENT and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BUSINESS ASSOCIATE shall provide to CLIENT a copy of any Protected Information that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- p. Minimum Necessary. BUSINESS ASSOCIATE (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Part 164, 45 C.F.R. Section 164.514(d)(3)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary of the United States Department of Health and Human Services with respect to what constitutes "minimum necessary."
- q. Data Ownership. BUSINESS ASSOCIATE acknowledges that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- r. Notification of Breach. During the term of the Agreement, BUSINESS ASSOCIATE shall notify CLIENT without unreasonable delay and in no case later than two (2) business days of any suspected or actual breach of

security, intrusion or unauthorized use or disclosure of PHI of which BUSINESS ASSOCIATE becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Such notice shall include, but not be limited to, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, or disclosed during such breach. BUSINESS ASSOCIATE shall provide CLIENT with any other available information that the CLIENT is required to include in notification to the individual under 45 C.F.R. Section 164.404(c) at the time of the notification required by this subparagraph r or promptly thereafter as information becomes available. [45 C.F.R. 164.410]. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

3. Termination.

- a. Material Breach. A breach by BUSINESS ASSOCIATE of any provision of this BA Agreement, as determined by CLIENT, shall constitute a material breach of the Agreement, and shall provide grounds for immediate termination of the Agreement by CLIENT.
- b. Effect of Termination. Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall return or, at the option of CLIENT, destroy all PHI received from CLIENT, or created and received by BUSINESS ASSOCIATE on behalf of CLIENT, that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by CLIENT, BUSINESS ASSOCIATE, its agents and subcontractors shall continue to extend indefinitely the protections of this BA Agreement to such information, and immediately terminate any further use or disclosure of such PHI. If CLIENT elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to CLIENT that such PHI has been destroyed.

4. Changes to the BA Agreement.

- a. Compliance with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to this BA Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA Regulations and

other applicable state and federal laws relating to the security or confidentiality of PHI.

- b. Negotiations. In the event that a state or federal law, statute, or regulation materially affects the Agreement or this BA Agreement, the parties agree to negotiate immediately in good faith any necessary or appropriate revisions to the Agreement or this BA Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, or if the change is effective immediately, then CLIENT may immediately terminate this Agreement upon written notice to BUSINESS ASSOCIATE.

5. Insurance and Indemnification.

- a. Insurance. BUSINESS ASSOCIATE, at its sole cost and expense, shall insure its activities in connection with this BA Agreement. Specifically, BUSINESS ASSOCIATE shall obtain, keep in force and maintain insurance or equivalent programs of self-insurance with appropriate limits that shall cover losses that may arise from breach of this BA Agreement, breach of security, or any unauthorized use or disclosure of PHI. It should be expressly understood, however, that the insurance required herein shall in no way limit the liability of BUSINESS ASSOCIATE with respect to its activities in connection with this BA Agreement.
- b. Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend, indemnify, and hold harmless CLIENT, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of BUSINESS ASSOCIATE, its officers, agents, subcontractors, or employees with respect to the use and disclosure of CLIENT' PHI.

6. Miscellaneous Provisions.

- a. No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than CLIENT, BUSINESS ASSOCIATE and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- b. Notice to Secretary. If CLIENT knows of a pattern of activity or practice of BUSINESS ASSOCIATE that constitutes a material breach or violation

of BUSINESS ASSOCIATE's obligation under this BA Agreement, if the breach or violation continues, and if termination of this BA Agreement is not feasible, CLIENT is required by the HIPAA regulations to report the problem to the Secretary of Health and Human Services.

- c. Survival. The obligations of BUSINESS ASSOCIATE under Sections 2(k), 2(1), 3(b), 5(b) and 6(a) of this BA Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this BA Agreement the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,
A municipal corporation

CONSULTANT/CONSULTANT:

City Manager

Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

City Manager [or other officer]



City of Imperial Beach

**REQUEST FOR PROPOSAL
EMPLOYEE BENEFITS BROKER SERVICES**

Responses closed: July 21, 2011

**CITY OF IMPERIAL BEACH
REQUEST FOR PROPOSAL
EMPLOYEE BENEFITS BROKER SERVICES**

I. PROJECT OBJECTIVE

The City of Imperial Beach, California is requesting proposals from qualified firms to perform a variety of broker and consulting services related to the benefit programs for our employees and their dependents.

We are in search of a proactive broker who will be our “partner” in establishing/refining the City’s Employee Benefit Program. Although the City is very concerned with costs, we are also seeking a broker with a reputation for exceptional customer service and a creative approach to providing alternatives. The Human Resources staff in the City consists of two individuals with one handling benefits. As a result, the City needs a broker who can be an “extension” of staff, assisting with issues involving our various insurance providers.

It is our intent to form an Employee/Management Committee to review insurance options. The broker we select will play the key role in educating this committee on insurance options and alternatives.

Our goal is to contract for an initial term from the date of award of the contract to December 31, 2012 as well as an option to renew for an additional three years (total of approximately four years). The City reserves the right to choose more than one broker to fulfill City needs.

Please note: *The City of Imperial Beach is not requesting, nor authorizing, solicitation of quotes from insurance carriers. The City will not be liable for any costs associated with the preparation or transmittal of any proposal or material submitted in response to this RFP. All responses and documentation become the property of the City of Imperial Beach.*

If your firm is interested and qualified, please respond as detailed in the Submission of Proposal/Instructions no later than 5:00 P.M. on Thursday, July 21, 2011.

II. SUBMISSION OF PROPOSAL/INSTRUCTIONS

The City will accept proposals in accordance with the instructions and specifications in this Request for Proposal (RFP). Send one original and three copies (FAX or e-mail submittals are not acceptable) of your proposal to:

Doug Clark, Interim Assistant City Manager
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Submittal Dates:

Question submittal: Any questions to the City must be sent via e-mail ecortez@cityofib.org, no later than Thursday, June 30, 2011 5:00 P.M.

Question responses released: The City will respond to any questions requests by Friday, July 8, 2011.

RFP response and quote due: **Thursday, July 21, 2011 by 5:00 P.M.** and must be received only via US Mail.

Candidate interviews: To Be Determined.

1. Proposals should be submitted in the following order:
 - A. Cover Letter to include overview and highlights of the proposal
 - B. Responses to Attachment "A" in the order the questions are asked
 - C. Pricing quote in the format provided in Attachment "B"
 - D. Other information your firm would like us to consider
2. Inquiries related to this RFP must be e-mailed to Erika Cortez, Human Resources Technician, ecortez@cityofib.org. The City must receive all written questions no later than **Friday, June 30, 2011**. If you would like an electronic copy of this RFP, please e-mail Erika to request the e-version.
3. Your response to this RFP will become part of the Agreement. Any proposed waiver, or change in the City's contract must be identified in your proposal. If you have your own Service Contract, it would become an addendum to the City's contract and needs to be attached to your response. All contracts and/or addenda will be subject to the City's sole approval. The requirements and service standards of this RFP and the responses of the successful broker(s) will be incorporated by reference into the final contract.
4. Quotes should expressly state that the offer, including all pricing quotes, will remain in effect through the duration of the contract.
5. Complete Attachments "A" and "B" in their entirety as a requirement of this RFP. These attachments must be submitted in order for your quote to be considered complete.
6. The City is under no obligation to award this project to the quote that represents the lowest cost. However, the City is facing fiscal constraints. Additional consideration will be given to brokers who provide the best value for service requested.

REQUEST FOR PROPOSAL

06/22/11

Page 3

7. The City of Imperial Beach reserves the right to reject any or all proposals or to accept any proposal deemed to be in its best interest. All answers supplied to questions asked are subject to verification. Misleading and inaccurate answers will be grounds for disqualification at any stage in the evaluation and procurement process. Submitting brokers whose proposals are not accepted will be notified after the successful firm has been selected and notified.
8. The relationship between the City and the broker selected to conduct its broker service shall be governed by a contract that must be approved by City Council. Upon the City's acceptance of a proposal, the successful broker(s) will be required to negotiate and execute the Contract. Any proposed waiver or change in the Contract must be identified in your proposal and will be subject to the City's sole approval.
9. The City may, by written notice of default to the broker, terminate any services resulting from this Contract in whole or in part should the broker fail to make satisfactory progress, fail to deliver within time specified herein or fail to deliver in strict conformance to specifications and requirements set forth herein. In the event of such termination, the City reserves the right to purchase or obtain the services elsewhere, and the defaulting broker shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price.
10. The award to the successful broker will be based upon response to the requirements and questions outlined in this RFP, and an estimate of the quality and effectiveness of each broker's services in the following areas:
 - Cost of Service
 - Professionalism, quality, strong industry knowledge (specifically public sector experience)
 - Professional credentials and reputation of individuals who will be servicing our account
 - Responsiveness to communication needs
 - Availability of the broker and appropriate support staff, both clerical and professional
 - Availability to work closely with the City, employee groups and/or Management/Employee Insurance Committee
 - Ability to consistently meet Scope of Services requests
 - E-services and online tools/resources
11. Final selection of the broker will be made by the City Council based on recommendations from the staff. The review process will include oral presentations by the most qualified organizations and reference checks of current and former clients.

12. Doug Clark and Erika Cortez are the sole points of contact for this RFP. Brokers and/or their staff are instructed not to contact other representatives of the City (unless otherwise specified within this RFP). Noncompliance with this requirement will result in your firm's proposal being considered non-responsive.

13. Confidentiality: The information contained in this Request for Proposal (RFP) is given solely for the purpose of inviting parties to prepare proposals for services, and is to be kept confidential during the period of proposal development and thereafter. The City will keep proprietary information contained in the broker's responses confidential unless disclosure is required in response to a proper request under the California Public Records Act, Cal. Govt. Code Section 6250ff or required by court order.

III. GENERAL INFORMATION

CITY ORGANIZATION

The City of Imperial Beach was incorporated in 1956. Claiming the distinction as the "Most Southwesterly City" in the continental United States, Imperial Beach boasts a dependable, pleasant year-round climate. The City is located in the southwest corner of San Diego County, only five miles from the Mexican Border and 11 miles from downtown San Diego. Imperial Beach has an area of 4.4 square miles and a population of 28,240.

The City has approximately 70 budgeted employee positions which are eligible for insurance benefits at varying levels depending on the bargaining unit.

There are two recognized bargaining units – Fire and General Employees (SEIU). Other non-represented groups include: Management, Mid-Management, and Confidential

CITY BENEFIT PROGRAMS

The City currently offers the following benefit plans:

- CalPERS Health
- CalPERS Retirement
- Employee Assistance Program (CompPsych)
- Dental Plans (Delta Dental DHMO and PPO)
- Vision Plans (Vision Plan of America)
- Section 125: Pretax Premiums & Flexible Spending Accounts (WageWorks)
- Life Insurance (ING)
- Life & AD&D Insurance (ING)
- Supplemental Life Insurance (ING)
- Short Term Disability (State Disability EDD)
- Long Term Disability (ING)
- Cancer, Accident, Disability, Dental, Vision and Life Insurance (AFLAC)
- ICMA 457

For additional benefits, please see attachment "D" Summary of Benefits, which provide an overview of the benefits generally available for each group.

IV. SCOPE OF SERVICES

The City wants to establish a long-term relationship and continuity of service with an employee benefits broker/consultant who can provide a full range of services which continues to enhance and/or improve our employee benefits and insurance programs.

The City is particularly interested in a broker/consultant who has had experience with municipalities with diverse employee populations. We require outstanding customer service, creative ideas, and innovative approaches to our group benefit plans. All interested brokers/consultants will respond to each section of the RFP in specific and detailed language.

Specific responsibilities include, but are not limited to:

- A. Assist the City in developing long-range employee benefit goals and strategies.
- B. Assist the City in administering group insurance plans, respond promptly to questions and provide accurate information to staff and provide other consulting services during the course of the plan year.
- C. Assist the City with insurance carriers/vendors as needed in the resolution of problems, disputes, and other issues during the course of the programs.
- D. Assist the City in complying with laws and regulations related to employee benefits. Additionally, the Broker/Consultant will advise the City of new developments in employee benefit programs as well as Health Insurance Reform.
- E. Monitor ongoing contracts, including plan administration, provider compliance with contracts, booklets, employee communication, and education materials.
- F. Review claims experience census, claims service, and claims administration to ensure maximum benefit to the City.
- G. Determine and recommend the most economical funding method for benefit programs and assist in forecasting/budgeting.
- H. Represent the City in negotiations with all providers on all issues, including those related to premiums, benefit levels, plan design, employee insurance issues, and special terms and conditions. Negotiate all changes and additions to contracts and ensure amendments are completed. Providers include all ancillary lines, communication materials provider, EAP, COBRA, and Flexible Spending Accounts.

REQUEST FOR PROPOSAL

06/22/11

Page 6

- I. Meet with and provide reports to various City representatives including Human Resources, City Council, City Management, employee groups and/or the Health Insurance Committee. Coordinate with City representatives on labor relations issues concerning group insurance and benefit programs.
- J. Conduct benchmarking to ascertain employees' benefit needs, levels of satisfaction, benefits educational needs and any other pertinent information on local and/or national basis.
- K. Assist the City with the implementation and communication of new programs or changes to existing programs. Includes attending/assisting employee meetings as required.
- L. As requested by the City, prepare bid specifications; solicit bids from insurance markets which specialize in group insurance plans. Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, financial soundness, and identify the most cost beneficial package from among the various bidders. Supply the City with original documents from all bid solicitations received.
- M. Abide by the City Contract - Attachment "C."

INSURANCE REQUIREMENTS

Insurance requirements as described in the attached consulting agreement (Attachment "C").

COST FOR SERVICES

Provide an estimate for the initial term of the contract as well as for the optional four years. Include any and all commission (including contingent commission) or other remuneration your company would charge/receive for services covering the existing programs and/or other fees.

The estimate of compensation (Attachment B) should be itemized by product type. Compensation needs to be inclusive of the following services: COBRA processing, employee communication materials (Annual open enrollment materials, benefit summary sheets, new hire guides, etc.). Please include information about your overall philosophy regarding compensation arrangements.

The City will presume (unless otherwise stated) your compensation will include the following services at no additional charge to the City:

- All professional employee communication materials
- COBRA

**RESPONSE TO THE REQUEST FOR
PROPOSAL FROM KEENAN &
ASSOCIATES IS AVAILABLE IN THE
CITY CLERK'S OFFICE FOR REVIEW.**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 19, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7108 AUTHORIZING APPROVAL OF AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING (MOU) NO. 5001253 BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND THE CITY OF IMPERIAL BEACH REGARDING THE CONTRIBUTION OF ADDITIONAL FUNDING TOWARDS THE REGIONAL BEACH SAND PROJECT II

BACKGROUND:

On November 7, 2007, the City Council authorized City staff to enter into a Memorandum of Understanding (MOU) with SANDAG to initiate the preliminary planning activities of a second Regional Beach Sand Project (RBSP II). The costs of preliminary planning activities totaled \$500,000 of the \$22 million estimated project cost. These activities included the investigation of offshore sand sources and preliminary design of the project. Imperial Beach's share for these activities was \$31,000 under the terms of the MOU.

On February 4, 2009, the City Council authorized the City Manager to enter into the MOU with SANDAG to participate in RBSP II and to provide its share of funding for environmental review, permitting, and the preparation of final engineering plans for the project. Imperial Beach's share of this amount was \$13,937. Also on February 4, 2009, the City Council was advised that participating jurisdictions had been asked whether or not they would like to assess and analyze the possibility of expanding the scope of the project (i.e., amount of sand and the length of the placement site) beyond that of the original project with any increase in the amount of sand being paid for by the participating city. The City Council supported having SANDAG's consultant consider in its environmental review the expansion of the project to a larger quantity of sand and an increase in the length of size of the receiver site. The City Council also supported the recommendation that the City receive its beach sand from the Mission Beach borrow site.

The proposed project provides for two alternatives for Imperial Beach. Alternative 1 would provide 120,000 cubic yards of sand (the same amount of sand as RBSP I) along a 2,310-foot-long beach fill with a width of 120 feet. Alternative 2 would provide up to 650,000 cubic yards of sand and would be extended a total distance of 5,750 feet in length from just north of Dahlia Avenue to near the end of South Seacoast Drive at a width of 260 feet. The wide range

between these two alternatives would allow for an amount of sand anywhere between 120,000 and 650,000 cubic yards of sand to be placed on the beach.

On March 2, 2011, the City Council and Redevelopment Agency approved Amendment No. 1 to the MOU between SANDAG and the City of Imperial Beach which authorized the expenditure of \$174,003 to fund the biological and shoreline monitoring, planning contingency for permitting requirements, and construction management for the project. The Amendment also committed the City to funding for construction of at least Alternative 1.

Also on March 2, 2011, the City Council directed SANDAG to process the necessary permits for the project that would allow construction of Alternative 2 (up to 650,000 cubic yards of sand) for the RBSP II. The City Council also supported the City's effort to seek re-allocation of \$4.2 million of State Department of Boating and Waterways (DBW) funds previously under contract for the Army Corps of Engineers Imperial Beach – Silver Strand Shoreline Beach Replenishment Project to the RBSP II. Finally, the City Council also supported the City's effort to seek Port funding for the RBSP II. All of this was done in an effort to place as much sand as possible on the beach for construction of the RBSP II Project.

The EIR for the project was completed and approved by the SANDAG on May 27, 2011, and a consolidated coastal permit for the project was approved by the Coastal Commission on June 16, 2011. A Port District Coastal Permit was also required for Imperial Beach's portion of the project and it was approved on August 9, 2011.

DISCUSSION:

Since approval of Amendment No. 1 to the MOU, the City successfully executed a revised contract with the State DBW to allocate the \$4.2 million of Public Beach Restoration Funds to the RBSP II Project. Additionally, City staff has also received approval from Port staff to recommend the contribution of \$1 million of Port Capital Improvement Program funding towards the RBSP II Project. In order to allow for the contribution of additional funds for the project, a second amendment to the MOU is required. Amendment No. 2 to the MOU is contained in Attachment 1 of this staff report.

Also since that time, SANDAG staff and its consultants have been updating the cost estimates for the project. Due to increased project costs, mostly with respect to a substantial increase in dredge mobilization costs, the overall quantity of sand will effectively be reduced project-wide unless participating cities are willing to pay an additional amount for sand. Due to the cost increase, the City of Encinitas has elected to eliminate one of its receiver sites. Therefore, the overall reduction of sand for Alternative 1 has dropped by 11 percent (had Encinitas not dropped one of its sites, the reduction would have been 20 percent). Therefore, the amount of sand towards which the City's current financial contributions have been committed has been reduced from 120,000 to 106,000 cubic yards for Alternative 1.

As previously discussed, the City has secured an additional \$5.2 million of funding from the DBW and the Port District with the objective of paying for as much sand as possible under Alternative 2, which allows for up to 650,000 cubic yards of sand. Given the above-noted cost increases for the project, along with modifications and adjustments for various project costs, the amount of additional funding provided on behalf of the City will allow for the placement of a total of 416,000 cubic yards of sand on the beach. A breakdown of these costs is outlined in a Memorandum from SANDAG's consultant contained in Attachment 2. As noted in the attached MOU, the final quantity of sand will be determined by SANDAG after award of the construction contract for the project when actual costs will be known.

SANDAG is now seeking authorization for Amendment No. 2 to the MOU to allow for the contribution of additional funding on behalf of the City to the increased amount sand as described above. Port District staff is reviewing the MOU and has tentatively scheduled it for approval by the Board of Port Commissioners at their December Board Meeting.

The current schedule for the project anticipates bid advertisement on October 24, 2011, bid opening on December 7, 2011, and execution of a construction contract on February 14, 2011. Construction commencement of the project is still scheduled for the beginning of April 2012.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

A Draft Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the project and circulated for public review with SANDAG as the state lead agency responsible for compliance with CEQA and the United States Army Corps of Engineers as the federal lead agency responsible for compliance with the National Environmental Policy Act of 1969 (NEPA). The Final EIR was approved by the SANDAG Board of Directors on May 27, 2011.

The EIR/EA determined that no long-term significant impacts are expected to occur from implementation of the project as proposed and as described above for the City of Imperial Beach. Sand placement would occur around the clock, on a 7-day/24-hour basis, with 14 construction days estimated for Alternative 1 and 70 construction days estimated for Alternative 2. These longer construction hours would result in more efficient construction and greater production rates, and would allow for more sand to be placed on Imperial Beach. Although not identified as a significant impact, these construction hours may necessitate issuance of a noise variance.

FISCAL IMPACT:

Funds in the amount of \$200,000 have been budgeted for sand replenishment as outlined in the Cooperative Agreement between the City of Imperial Beach and the Imperial Beach Redevelopment Agency. A total of \$174,003.00 is identified in Amendment No. 1 of the MOU for the remaining phases of the project to implement Alternative 1 as described above. A total of \$5,200,000 will be provided by the Stated DBW and the Port District on behalf of the City of Imperial Beach as outlined in Amendment No. 2 of the MOU to allow for construction of Alternative 2 (placement of between 120,000 and 650,000 cubic yards).

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2011-7108 authorizing the approval of Amendment No. 2 to Memorandum of Understanding No. 5001253 between SANDAG and the City of Imperial Beach providing for the contribution of \$5,200,000 to facilitate construction of Alternative 2 of the Regional Beach Sand Project II.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Amendment No. 2 to MOU No. 5001253
2. Memorandum from Moffatt & Nichol to SANDAG
3. Resolution No. 2011-7108

**AMENDMENT NUMBER TWO TO MEMORANDUM OF UNDERSTANDING 5001253
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND THE CITY OF IMPERIAL BEACH
REGARDING REGIONAL BEACH SAND REPLENISHMENT PROJECT II**

SANDAG CONTRACT NO. 5001253

This Amendment 2 to Memorandum of Understanding ("Amendment 2") is made and entered into effective as of this ___ day of _____, 2011, by and between the San Diego Association of Governments ("SANDAG") and the City of Imperial Beach ("Imperial Beach").

RECITALS

The following recitals are a substantive part of this Amendment:

WHEREAS, this Amendment 2 only amends the terms and conditions of the underlying MOU, as described herein, as to the City of Imperial Beach and SANDAG; and no other party to the underlying MOU is impacted by the terms and conditions of this Amendment 2; and

WHEREAS, SANDAG received a grant of funds from the California Department of Boating and Waterways (DBW) in the amount of \$19.5 million for implementation of the Regional Beach Sand Project II (the "Project") in the San Diego region; and

WHEREAS, the DBW funding requires a 15 percent local match to be paid by the San Diego region for all DBW funds expended on the Project; and

WHEREAS, the region's coastal cities, including Imperial Beach, committed to provide the 15 percent match for the additional Project funds by entering into a Memorandum of Understanding with SANDAG; and

WHEREAS, in June 2009, the region's coastal cities, including Imperial Beach, entered into Memorandum of Understanding (SANDAG Contract No. 5001253) to implement phase one of the Project on a regional basis; and

WHEREAS, in August 2011, the region's coastal cities, including Imperial Beach, amended Contract No. 5001253 to implement phases two and three of the Project on a regional basis; and

WHEREAS, as part of the Project memorialized in SANDAG Contract No.# 5001253, Imperial Beach will receive 120,000 cubic yards of sand; and

WHEREAS, Imperial Beach has contracted with DBW for \$4.2 million in additional funds for the placement of additional sand at the Imperial Beach receiver site, which additional monies and sand were not included in Contract No. 5001253 as part of the Project; and

Attachment 1

WHEREAS, the San Diego Unified Port District (Port District) has agreed to contribute \$1 million to the Project on behalf of Imperial Beach which contribution will cover the 15 percent local match required by DBW for all additional DBW funds expended on the Project with the remainder of the funds paying for additional sand for the Project; and

WHEREAS, SANDAG will provide Imperial Beach with invoices paid to the SANDAG consultant team as part of the Project for reimbursement to SANDAG through Imperial Beach under the DBW/Imperial Beach contract; and

WHEREAS, SANDAG will oversee the construction crew and ensure placement of additional sand at the Imperial Beach receiver site; and

WHEREAS, SANDAG has obtained Project permits allowing for the placement of up to 650,000 cubic yards of sand at the Imperial Beach receiver site; and

WHEREAS, the additional funds provided by and on behalf of Imperial Beach will pay for all costs associated with the placement of additional sand in Imperial Beach above the original Project amount of 120,000 cubic yards; and

WHEREAS, the final sand quantity to be placed at the Imperial Beach receiver site will be determined after SANDAG's award of a Project construction contract; and

WHEREAS, SANDAG will work with the City of Imperial Beach to determine the final sand quantity based on available funds;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

SANDAG AGREES:

1. To manage the placement of additional sand in coordination with Imperial Beach; and involve Imperial Beach staff in the implementation of the Project.
2. The SANDAG Project Manager will invoice Imperial Beach on or about January 2012 for the 15 percent match to be provided by the Port District.
3. The additional funds provided by DBW and Port District through Imperial Beach will be expended by SANDAG solely for the Project. Any funds not used will be kept by SANDAG in an interest-bearing account with interest credited to Imperial Beach, specifically noting funds provided are for additional sand and kept separate from previous funds provided by Imperial Beach. Contributions will be kept until the completion of the Project and any unused portion will be returned to Imperial Beach.
4. Neither Imperial Beach nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority, or jurisdiction delegated to SANDAG under this Amendment 2. It is understood and agreed that, pursuant to Government Code Section 895.4, SANDAG shall fully defend, indemnify,

Attachment 1

and save harmless Imperial Beach, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority, or jurisdiction delegated to SANDAG under this Amendment 2.

IMPERIAL BEACH AGREES

1. That it will provide the 15 percent match required by DBW for all work necessary to place additional sand on the Imperial Beach receiver site once the Port District has provided such funds to Imperial Beach, which funds will be paid to SANDAG prior to work beginning in Imperial Beach.
2. That SANDAG would not proceed with the Project without the assurances set forth in this Amendment 2, reflecting Imperial Beach's approvals of their respective appropriations, the aggregate of which will fund the additional sand placed at the Imperial Beach receiver site as part of the Project.
3. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Imperial Beach under or in connection with any work, authority, or jurisdiction delegated to Imperial Beach under this Amendment 2. It is understood and agreed that, pursuant to Government Code Section 895.4, Imperial Beach shall fully defend, indemnify, and save harmless SANDAG, all officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Imperial Beach under or in connection with any work, authority, or jurisdiction delegated to Imperial Beach under this MOU.

THE PARTIES MUTUALLY AGREE:

4. That all obligations of SANDAG under the terms of this Amendment 2 are subject to the appropriation of the required resources by SANDAG, the Port District, and Imperial Beach, .
5. That this Amendment 2 amends the terms and conditions of the underlying MOU (SANDAG Contract No. 5001253) only as to the City of Imperial Beach and SANDAG, and that no other party to the underlying MOU is impacted by this Amendment Number 2.
6. Any notice required or permitted under this Amendment 2 may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Shelby Tucker

For City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Attn: Greg Wade

Attachment 1

7. That unless it is amended by the parties in writing, this Amendment 2 shall terminate on June 30, 2013, or on such earlier or later date as the parties may agree to in writing. If this Amendment 2 terminates and the additional sand placement for Imperial Beach described herein has not occurred, then SANDAG shall return all funds previously contributed by Imperial Beach pursuant to this Amendment 2.
8. The indemnification provisions of this Amendment 2 shall survive termination of the MOU.
9. This Amendment 2 shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
10. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
11. For purposes of this Amendment 2, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
12. No alteration or variation of the terms of this Amendment 2 shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. Nothing in the provisions of this Amendment 2 is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU to third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 2 effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

APPROVED AS TO FORM:

GARY L. GALLEGOS
Executive Director

Office of General Counsel

City of Imperial Beach

APPROVED AS TO FORM:

GARY BROWN
City Manager

Jennifer M. Lyon
City Attorney

MEMORANDUM

To: Shelby Tucker of SANDAG, and Greg Wade of the City of Imperial Beach

From: Chris Webb

Date: October 4, 2011

Subject: Regional Beach Sand Project, Additional Sand Available to Imperial Beach

M&N Job No.: 6734-03

The additional sand quantity available to Imperial Beach based on additional funds is estimated at approximately 416,000 cubic yards (CY). The additional funding available to the City is assumed to be approximately \$5,200,000. The calculation is done using a spreadsheet that estimates costs for construction items that are deducted from the total funds available. The calculation is below.

Initial Additional Project Funds for Imperial Beach = \$5,200,000

Deductions:

- SANDAG Deduction for Increased Funding to Offset Higher Construction Costs = \$197,260
(Balance of Remaining Funds = \$5,002,740)
- Construction Survey (Proportional to Sand Volume) = \$154,944
- Construction Management (Proportional to Sand Volume) = \$204,288
- Monitoring for Turbidity, Pismo Clam and Grunion = \$10,000
- A 10% Construction Contingency = \$464,351
- Total deducted = \$1,030,843

Balance of Funds Remaining for Sand = \$4,169,157

Sand Volume Estimate:

The Balance of Funds is Divided by the Cost to Dredge and Place Each Cubic Yard = \$14.09

The Total Additional Sand Available for this Budget = 295,895 Cubic Yards

This Additional Sand Quantity is Added to the Original Sand Volume of 120,000 CY at Imperial Beach for a New Total Sand Volume = **415,895 CY**

RESOLUTION NO. 2011-7108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING APPROVAL OF AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING (MOU) # 5001253 BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND IMPERIAL BEACH REGARDING THE CONTRIBUTION OF ADDITIONAL FUNDING TOWARDS THE REGIONAL BEACH SAND PROJECT II

WHEREAS, in 1996, SANDAG adopted the Shoreline Preservation Strategy (Strategy) that outlines an extensive beach building and maintenance program for the critical shoreline erosion areas in the region, containing a comprehensive set of recommendations on the beach building program and on financing and implementation; and

WHEREAS, in 2001, SANDAG successfully implemented a Regional Beach Sand Project (RBSP) that placed 2.1 million cubic yards of sand on 12 beaches in the San Diego region; and

WHEREAS, in 2004, SANDAG adopted the Regional Comprehensive Plan (RCP), which is a strategic land use planning framework for the San Diego region through 2030 that supports the continued implementation of the Strategy, outlining the preservation and enhancement of the region's beaches and nearshore areas as environmental and recreational resources that must be protected; and

WHEREAS, the San Diego region is committed to implementing the Strategy and RCP; and

WHEREAS, SANDAG received a grant of funds from the California Department of Boating and Waterways (DBW) in the amount of \$19.5 million for implementation of the Regional Beach Sand Project II (the "Project") in the San Diego region; and

WHEREAS, the DBW funding requires a 15 percent local match to be paid by the San Diego region for all DBW funds expended on the Project; and

WHEREAS, the region's coastal cities, including Imperial Beach, committed to provide the 15 percent match for the additional Project funds by entering into a Memorandum of Understanding with SANDAG; and

WHEREAS, in June 2009, the region's coastal cities, including Imperial Beach, entered into Memorandum of Understanding (SANDAG Contract No. 5001253) to implement phase one of the Project on a regional basis; and

WHEREAS, in August 2011, the region's coastal cities, including Imperial Beach, amended Contract No. 5001253 to implement phases two and three of the Project on a regional basis; and

WHEREAS, as part of the Project memorialized in SANDAG Contract No.# 5001253, Imperial Beach will receive 120,000 cubic yards of sand; and

WHEREAS, Imperial Beach has contracted with DBW for \$4.2 million in additional funds for the placement of additional sand at the Imperial Beach receiver site, which additional monies and sand were not included in Contract No. 5001253 as part of the Project; and

WHEREAS, the San Diego Unified Port District (Port District) has agreed to contribute \$1 to the Project on behalf of Imperial Beach which contribution will cover the 15 percent local match required by DBW for all additional DBW funds expended on the Project with the remainder of the funds paying for additional sand for the Project; and

WHEREAS, a second amendment of the approved MOU is required to provide for the contribution of additional funds towards the project to allow more sand to be placed on the beach; and

WHEREAS, SANDAG will provide Imperial Beach with invoices paid to the SANDAG consultant team as part of the Project for reimbursement to SANDAG through Imperial Beach under the DBW/Imperial Beach contract; and

WHEREAS, SANDAG will oversee the construction crew and ensure placement of additional sand at the Imperial Beach receiver site; and

WHEREAS, SANDAG has obtained Project permits allowing for the placement of up to 650,000 cubic yards of sand at the Imperial Beach receiver site; and

WHEREAS, the additional funds provided by and on behalf of Imperial Beach will pay for all costs associated with the placement of additional sand in Imperial Beach above the original Project amount of 120,000 cubic yards; and

WHEREAS, the final sand quantity to be placed at the Imperial Beach receiver site will be determined after SANDAG's award of a Project construction contract; and

WHEREAS, SANDAG will work with the City of Imperial Beach to determine the final sand quantity based on available funds; and

WHEREAS, the Project will be implemented based upon the following Guiding Principles approved by the Shoreline Preservation Working Group:

- commitment to unified approach for local decisions on sand replenishment,
- address local needs and maximize positive regional impacts,
- encourage cooperation and coordination, and
- promote opportunities for beach sand replenishment; and

WHEREAS, the parties wish to amend the approved MOU to carry out the purposes set forth above;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. That the City Manager is hereby authorized to execute Amendment No. 2 to MOU #5001253 between SANDAG and the City of Imperial Beach to provide for the contribution of \$5,200,000 of additional funding to allow for the placement of additional sand on the beach as contemplated under Alternative 2 of the project. Funds in the amount of \$4,200,000 will be provided by the State Department of Boating and Waterways and funds in the amount of \$1,000,000 will be provided by the San Diego Unified Port District, subject to approval by the Board of Port

Commissioners, for construction of Alternative 2 (providing up to 650,000 cubic yards of sand) for Regional Beach Sand Replenishment Project II.

2. Additional funds provided on behalf of the City of Imperial Beach shall be expended by SANDAG solely for an increased amount of sand to be placed on the beach at the Imperial Beach receiver site.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 19, 2011
ORIGINATING DEPT.: PUBLIC WORKS *HB*
SUBJECT: RESOLUTION AUTHORIZING THE INSTALLATION OF UP TO TEN (10) NEW SEWER MAIN DEAD END MANHOLES TO STREET IMPROVEMENT RDA PHASE 4/5 (CIP S11-105) AND APPROPRIATING SEWER ENTERPRISE RESERVE FUNDS TO STREET IMPROVEMENT RDA PHASE 4/5 (CIP S11-105)

BACKGROUND: Street Improvement RDA Phase 4/5 capital improvement program (CIP) project was authorized for design for construction in resolution R-10-235. As the design has neared completion staff has considered having sewer manholes constructed at the dead-ends and have them incorporated into the Street Improvement RDA Phase 4/5 project. Within the 9th Street and Elm Avenue portions of the project area there are 10 sewer main dead-ends that do not have above ground access to them. Installing these dead ends with manholes will facilitate maintenance of these mains and given that the streets surfaces will be disturbed as part of the street improvement it seems prudent to install these new dead end manholes coincident with the street improvements. The previous 5 year CIP (Fiscal Year 2004/2005 through Fiscal Year 2008/2009) included funds to install new sewer manholes at various locations where manholes were missing or were too far apart. A like project was not included in the 5-year CIP (Fiscal Year 2009/2010 through Fiscal Year 2013/2014).

DISCUSSION: Staff proposes to include a bid specification and job task to construct 10 new sewer main manholes to the Street Improvement RDA Phase 4/5 CIP project with funding provided from the Sewer Enterprise Unobligated Reserve Fund. The estimated cost for this improvement is \$4,000 per manhole for a total improvement cost of \$40,000. There are sufficient Sewer Enterprise Unobligated Reserve Funds to provide for this transfer and expenditure.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Transfer from Sewer Enterprise Unobligated Reserve Account in the amount of \$40,000 to CIP S11-105 to fund the installation/construction of up to 10 new Sewer Manholes is the sewer main dead ends.

DEPARTMENT RECOMMENDATION:

1. Receive this report.

2. Approve the transfer of \$40,000 from Sewer Enterprise Reserve Account to CIP S11-105.
3. Adopt the attached resolution 2011-7105

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7105

RESOLUTION NO. 2011-7105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE INSTALLATION OF UP TO TEN (10) NEW SEWER MAIN DEAD END MANHOLES TO STREET IMPROVEMENT RDA PHASE 4/5 (CIP S11-105) AND APPROPRIATING SEWER ENTERPRISE RESERVE FUNDS TO STREET IMPROVEMENT RDA PHASE 4/5 (CIP S11-105)

WHEREAS, Street Improvement RDA Phase 4/5 capital improvement program (CIP) project was authorized for design for construction in resolution R-10-235; and

WHEREAS, as the design has neared completion staff has considered having sewer manholes constructed at the dead-ends and have them incorporated into the Street Improvement RDA Phase 4/5 project; and

WHEREAS, within the 9th Street and Elm Avenue portions of the project area there are 10 sewer main dead-ends that do not have above ground access to them; and

WHEREAS, installing these dead ends with manholes will facilitate maintenance of these mains and given that the streets surfaces will be disturbed as part of the street improvement it seems prudent to install these new dead end manholes coincident with the street improvements; and

WHEREAS, staff proposes to include a bid specification and job task to construct 10 new sewer main manholes to the Street Improvement RDA Phase 4/5 CIP project with funding provided from the Sewer Enterprise Unobligated Reserve Fund; and

WHEREAS, there are sufficient Sewer Enterprise Unobligated Reserve Funds to provide for this transfer and expenditure; and

WHEREAS, the estimated cost for this improvement is \$4,000 per manhole for a total improvement cost of \$40,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. The City Manager is authorized to transfer \$40,000 from the Sewer Enterprise Unobligated Reserve Fund to the Street Improvement RDA Phase 4/5 CIP project for the purpose of installing new sewer manholes at the dead ends of sewer mains.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: October 19, 2011

ORIGINATING DEPT.: Public Works *HAL*

SUBJECT: APPROVAL OF THE APPLICATION FOR GRANT FUNDS FOR THE URBAN GREENING GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

BACKGROUND: In September 2009, Council authorized City staff to submit a Recreation Trails Program (RTP) grant application for the Bayshore Bikeway Access Improvement project at the north end of 10th Street. Unfortunately the program was defunded by the Federal Government in July 2011. In June 2011 City staff submitted a concept proposal on the same project for a second grant under a Proposition 84 Urban Greening Grant Program. In September 2011 the Project was selected to submit a complete project application, which is currently being prepared by City Staff. The grant application submission date is November 17th, 2011.

DISCUSSION:
In order to submit a complete project application for the Proposition 84 Urban Greening Grant Program the City Council will need to approve the attached Resolution in support of the Bayshore Bikeway Access Improvement Project. It is anticipated that project awards for this grant will be announced in early 2012.

ENVIRONMENTAL DETERMINATION:
Resolution No. 2009-6800 approved the Mitigated Negative Declaration (SCH#2009071093) for the expansion of the Public Works Yard at 495 10th Street (Bayshore Bikeway Access Improvement Project). Notice of Determination was filed September 4, 2009.

FISCAL IMPACT:

- Project Engineer's Estimate \$590,000
- Prop 84 Urban Greening Grant Proposal \$396,002
- Through its Cooperation Agreement with the Redevelopment Agency the City currently has earmarked \$290,000 for the Bayshore Bikeway Access Improvement project, which is sufficient to cover the cost difference for the project.

DEPARTMENT RECOMMENDATION:

1. Direct staff to proceed with the Prop 84 Urban Greening Grant application
2. If staff is directed to proceed with the grant application then adopt the attached resolution.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7106

RESOLUTION NO. 2011-7106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE URBAN GREENING GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the City, if selected, will enter into an agreement with the State of California to carry out the Project

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach, as follows:

1. Approves the filing of an application for the Bayshore Bikeway Access Improvement Project.
2. Certifies that applicant understands the assurances and certification in the application.
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so.
4. Certifies that it will comply with the provisions of Section 1771.8 of the State Labor Code regarding payment of prevailing wages on Projects awarded Proposition 84 Funds.
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained.
6. Certifies that applicant will work towards the Governor's State Planning Priorities Intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.
7. Appoints the Public Works Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of October 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK