



A G E N D A



**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY**

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

MAY 6, 2015

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

REGULAR MEETING – 6:00 P.M.

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

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.

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 (1.1-1.4)

- 1.1 * SUN & SEA FESTIVAL POSTER CONTEST WINNERS. (1040-10)**
 - 1.2 * PRESENTATION OF PROCLAMATION TO IMPERIAL BEACH GIRLS SOFTBALL LEAGUE. (0410-30)**
 - 1.3 * PRESENTATION OF PROCLAMATION IN RECOGNITION OF NATIONAL PUBLIC WORKS WEEK – MAY 17-23, 2015. (0410-30)**
 - 1.4 * PRESENTATION ON SAN DIEGO FORWARD: THE REGIONAL PLAN. (0140-40)**
- * No staff report.

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. Redevelopment Agency Successor Agency 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 (2.1-2.5)-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 MINUTES.

Recommendation: Approve the Regular City Council Meeting Minutes of March 18, 2015, April 1, 2015 and April 15, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 86497 through 86569 with a subtotal amount of \$777,954.89 and Payroll Checks/Direct Deposits 46491 through 46506 for a subtotal amount of \$152,679.94 for a total amount of \$930,634.83.

2.3 ADOPTION OF RESOLUTION NO. 2015-7574 AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. FOR RENTAL OF CREW QUARTERS LOCATED WITHIN THE IMPERIAL BEACH FIRE STATION. (0250-20)

Recommendation: Adopt resolution.

2.4 ADOPTION OF RESOLUTION NO. 2015-7573 AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. (AMR) FOR PRE-HOSPITAL EMERGENCY MEDICAL FIRST RESPONDER ADVANCED LIFE SUPPORT (ALS) SERVICES WITHIN THE CITY OF IMPERIAL BEACH. (0250-20)

Recommendation: Adopt resolution.

2.5 CONSIDERATION OF THE FINAL DRAFT DESIGN FOR INTERPRETIVE SIGNS PROPOSED AT THE END OF SOUTH SEACOAST DRIVE AND MONUMENT MESA/FRIENDSHIP PARK. MF 1181. (0600-20)

Recommendation: That the City Council reviews the final draft design for Marine Protected Area interpretive signs proposed for the end of south Seacoast Drive and Monument Mesa/Friendship Park. The Ocean Protection Council was authorized by the City of Imperial Beach to process a consolidated Coastal Development Permit with the California Coastal Commission to install interpretive and regulatory signs within the City of Imperial Beach. The project proposes to install two interpretive signs, one at the end of south Seacoast Drive and one at Monument Mesa/Friendship Park, and one regulatory sign at a trailhead on an existing post or fence near the Tijuana River Mouth.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.3)

5.1 DISCUSSION REGARDING THE CREATION OF AN IMPERIAL BEACH PLANNING COMMISSION, BOARD OF APPEALS OR A BOARD OF ADJUSTMENT. (0410-00)

Recommendation: Receive and file the staff report, discuss the need for an additional citizen committee, and provide direction to staff to prepare the necessary documents to create a Planning Commission, Board of Appeals or Board of Adjustment.

5.2 RESOLUTION NO. 2015-7575 AWARDED PUBLIC WORKS CONTRACT TO WIT: SEWER PUMP STATION NO. 10 REHABILITATION (W13-101) AND APPROPRIATE AN ADDITIONAL \$50,000 TO PROJECT NO. W13-101. (0830-35)

Recommendation: Adopt resolution.

REPORTS (Continued)

- 5.3 RESOLUTION NO. 2015-7572 PROVIDING WRITTEN CONSENT TO THE TERMINATION OF SANDPIPA PER ARTICLE 25 OF THE JOINT POWERS AGREEMENT, EFFECTIVE JULY 1, 2016, WITH SANDPIPA TO CONTINUE TO EXIST FOR THE PURPOSE OF DISPOSING OF ALL CLAIMS, DISTRIBUTION OF ASSETS, AND ALL OTHER FUNCTIONS NECESSARY TO WIND DOWN THE AFFAIRS OF THE AUTHORITY. (0190-35)**

Recommendation: Adopt resolution.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

CLOSED SESSION MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692
Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

2. CONFERENCE WITH LEGAL COUNSEL-- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2).

Facts and circumstances pursuant to Government Code section 54956.9(e)(1). 1 case

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957

Title: City Manager

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

ADJOURN CLOSED SESSION

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.ImperialBeachCA.gov

/s/

Jacqueline M. Hald, MMC
City Clerk

MINUTES

Item No. 2.1

**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

MARCH 18, 2015

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular Meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

| | |
|-------------------------|--|
| Councilmembers present: | Spriggs (arrived at 6:01 p.m.), Bragg, Patton |
| Councilmembers absent: | None |
| Mayor Present: | Dedina |
| Mayor Pro Tem Present: | Bilbray (arrived at 6:03 p.m.) |
| Staff Present: | City Manager Hall, City Attorney Lyon, City Clerk Hald, Captain French, Assistant City Manager Wade, Public Works Director Levien, Environmental Program Manager Helmer |

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Daisy Roman, Student of the Month, from Nicoloff School. Her Teacher is Meagan Ramirez.

AGENDA CHANGES

Councilmember Bragg pulled Item No. 2.6 off the Consent Calendar for discussion later on the agenda.

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

Councilmember Patton reported that the Taste of IB event was a huge success and the tickets were sold out.

Councilmember Bragg thanked the Port District for the new Pond 20 fence. She reported on her attendance at the MTS Executive Board meeting, SANDAG Transportation Committee meeting and the BID and Chamber of Commerce meetings. She attended the Little League Opening Day along with Mayor Dedina and Mayor Pro Tem Bilbray. She was a guest reader in two classes during the Oneonta School Read Across America Program. She thanked Port Commissioner Dan Malcom, Ron Powell, County Supervisor Greg Cox, and Mayor Mary Salas from Chula Vista for attending the Port Sponsored Symphony by the Sea event. She announced that April 9th is "Stand Up for Transportation Day" and an event will be hosted that day at the MTS offices. Lastly, she challenged her colleagues to get involved in a project for Community Service Day on April 25th and to volunteer on a Saturday at the Little League snack bar.

Councilmember Spriggs reported he was formally appointed as the Metro JPA Representative to the San Diego Independent Rate Oversight Committee and to the Metro JPA Finance

Committee.

Mayor Dedina reported on his attendance at the California Coastal Commission. He and City Staff made a strong case for unused funds for lower cost visitor accommodations. He thanked City Staff who worked hard on the Symphony by the Sea event.

COMMUNICATIONS FROM CITY STAFF

City Manager Hall recognized staff for their efforts on the Symphony by the Sea event.

PUBLIC COMMENT-

Jim Mickelson, speaking on behalf of the BID and Chamber of Commerce, reported on the success of the Taste of IB event and the BID Wine Garden Fundraiser and he thanked elected officials for participating in the events.

Albert Knecht, of the Community Commission for Better Government, expressed concern about visual blight, noise coming from the dumping of dirt and the fill dirt sediment clogging the storm drain at the new shopping center site. He asked the City to take preventative measures regarding flooding of the surrounding neighborhoods.

John Haupt asked the City to enforce the ordinance that prohibits short term rentals fairly and without exception.

PRESENTATIONS (1.1-1.3)

1.1 RECOGNITION OF IMPERIAL BEACH RESIDENT FOR SUCCESSFUL CARDIO-PULMONARY RESUSCITATION (CPR) SAVE. (0410-30)

Engineer Paramedic Tyra Moe introduced Lori and Stephen Mahoney. She stated that because of Mrs. Mahoney's CPR efforts prior to paramedic's arrival, Mr. Mahoney is alive and resumed a normal quality of life without neurological effects. She stressed how CPR training and the Sidewalk CPR Program help save lives.

1.2 PROCLAMATION IN RECOGNITION OF ENVIRONMENTAL AWARENESS MONTH. (0230-40)

Mayor Dedina presented a proclamation to Chris Helmer, Environmental Program Manager, in recognition of Environmental Awareness Month.

1.3 PRESENTATION ON SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL'S 5 YEAR ECONOMIC DEVELOPMENT VISIONING PROJECT. (0140-45)

Cindy Gomper-Graves, CEO for South County Economic Development Council (SCEDC), gave a PowerPoint Presentation on the SCEDC's 5 Year Economic Development Visioning Project. She commented on future key projects in the South County area.

CONSENT CALENDAR (2.1-2.5 & 2.7)

MOTION BY PATTON, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.5 AND 2.7. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the Regular City Council Meeting Minutes of February 4, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 86215 through 86318 with a subtotal amount of \$1,596,195.97 and Payroll Checks/Direct Deposits 46448 through 46460 for a subtotal amount of \$140,195.14 for a total amount of \$1,736,391.11.

- 2.3 CONSIDERATION OF RESOLUTION NO. 2015-7557 APPROVING A ONE (1) YEAR EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES AND WAIVER OF THE FIVE (5) YEAR BID REQUIREMENT. (0520-60)**
Adopted resolution.
- 2.4 RESOLUTION NO. 2015-7558 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ENGINEER'S "REPORT" FOR A SPECIAL ASSESSMENT DISTRICT – AD-67M. (0345-10)**
Adopted resolution.
- 2.5 RESOLUTION'S 2015-7561, SA-15-48 AND HA-15-17 APPROVING A FIVE YEAR AGREEMENT WITH LANCE, SOLL & LUNGHARD TO PERFORM THE FINANCIAL AUDIT OF THE CITY OF IMPERIAL BEACH, THE IMPERIAL BEACH REDEVELOPMENT SUCCESSOR AGENCY, AND THE IMPERIAL BEACH HOUSING AUTHORITY. (0310-95)**
Adopted resolutions.
- 2.7 RESOLUTION NO. 2015-7559 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER CONFIRMATION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION (0270-40)**
Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

- 3.1 CONSIDERATION AND FIRST READING OF ORDINANCE NO. 2015-1150 AMENDING CHANGES IMPERIAL BEACH MUNICIPAL CODE CHAPTER 15.50 (FLOOD DAMAGE PREVENTION). (0770-95)**

Assistant City Manager Wade reported on the item.

In response to Councilmember Spriggs' question, Assistant City Manager Wade stated the only changes on the flood insurance map were in an area very close to the intersection of Georgia and Palm, and a small area by Bayside Elementary.

City Manager Hall stated this ordinance is part of the solution to Mr. Knecht's concerns (raised under Public Comments). The City is working on communitywide flood control issues along with the flood insurance rate map. The first step is adopting the ordinance to change the standards. The second part is specific development design to ensure that any development that occurs on a property has the storm water contained on-site.

City Clerk Hald read the title of "ORDINANCE NO. 2015-1150 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTIONS 15.50.010, 15.50.040 & 15.50.060 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO FLOODPLAIN MANAGEMENT REGULATIONS."

MOTION BY SPRIGGS, SECOND BY BILBRAY, THAT THE CITY COUNCIL INTRODUCE THE FIRST READING OF ORDINANCE NO. 2015-1150 BY TITLE ONLY AND WAIVE FULL READING OF THE ORDINANCE WHICH AMENDS CHAPTER 15.50 OF THE IMPERIAL BEACH MUNICIPAL CODE (FLOOD DAMAGE PREVENTION) BY ADDING SPECIFIC REFERENCES TO FEDERAL REGULATIONS AND CALIFORNIA EMPOWERMENT STATUTES. MOTION CARRIED UNANIMOUSLY.

Shannon Davis voiced concern regarding Pond 20 which is very close to the area that has been

changed.

City Manager Hall stated Pond 20 is owned by the Port and is under the jurisdiction of the City of San Diego.

ITEMS PULLED FROM THE CONSENT CALENDAR 2.6)

2.6 RESOLUTION NO. 2015-7560 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. (0230-40)

Environmental Program Manager Chris Helmer reported on upcoming environmental awareness activities planned around the month of April to encourage community involvement.

Councilmember Bragg stated the Homefront Cleanup and Citywide Garage Sale have become events that the community has embraced. She thanked EDCO on the Reduce, Reuse and Recycle newsletter.

In response to City Council's concerns about informing the public about the new water conservation guidelines, Environmental Program Manager Helmer responded he has contacted CalAm about this issue and suggested having them at a future City Council meeting to discuss this issue.

Mayor Dedina stated it's important to identify ways to improve water management in the City.

MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2015-7560 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (4.1)

4.1 RESOLUTION NO. 2015-7556 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2015-2016. (0680-95)

Mayor Dedina declared the public hearing open.

Councilmember Patton left the chambers at 7:10 and returned at 7:12 p.m.

Mayor ProTem Bilbray left the chambers at 7:12 and returned at 7:13 p.m.

Public Works Director Levien reported on the item.

Without dissent from City Council, Mayor Dedina declared the public hearing closed.

MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2015-7556 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2015-2016. MOTION CARRIED UNANIMOUSLY.

REPORTS (5.1-5.4)

5.1 DEMONSTRATION ROUNDABOUT (9TH AND DONAX) STUDY REPORT. (0720-90)

City Manager Hall gave a PowerPoint presentation on the findings of the roundabout study.

Agustin Rojas spoke in opposition to the demonstration roundabout.

Albert Knecht spoke in opposition to the demonstration roundabout.

Sybil Rogert spoke in opposition to the demonstration roundabout.

Robert Fulton spoke in opposition to the demonstration roundabout.

Chuck Quisenberry spoke in opposition to the demonstration roundabout.

LouAnn Nourse spoke in opposition to the demonstration roundabout.

Erika Lowery spoke in opposition to the demonstration roundabout.

Brian Bilbray suggested putting "yield to those in the circle" on the signs. He also commented that auto emissions are the number one air pollutant.

Shannon Davis suggested giving the roundabout more time, addressing the issues of pedestrians and the disabled, and installing better signs. She was in favor of the roundabout because drivers have to slow down to enter it.

Public Safety Director/Fire Chief Clark stated the roundabout allows emergency vehicles to move through quickly and they are able clear traffic ahead of them. The issues that are happening now are temporary. He reported that there have not been any increased traffic issues or reduced response times.

Arnold Torma, from KOA Engineers, suggested ways of modifying the demonstration roundabout to address the concerns raised by the public speakers and he responded to questions from City Council.

Councilmember Spriggs stated he was unsure if the corrective measures would change the public opposition. He also commented that without information on the benefits in terms of the environment, he was hesitant about continuing with the demonstration.

Councilmember Bilbray stated that according to major university studies, this form of traffic calming is safest. He spoke in support of modifying the demonstration roundabout because it is a benefit to the community.

Councilmember Patton stated he was in favor of the roundabout.

Councilmember Bragg commented on the many issues that have arisen due to the demonstration roundabout and suggested going back immediately to a four-way stop.

Mayor Dedina stated he concurred with Councilmembers Bragg and Spriggs.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO REMOVE THE TEMPORARY ROUNDABOUT ON 9TH AND DONAX AND REESTABLISH THE FOUR-WAY STOP IMMEDIATELY AT AN ESTIMATED COST OF \$500. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: PATTON, BILBRAY
ABSENT: COUNCILMEMBERS: NONE

**5.2 REPORT ON THE RECOVERY STRATEGY FOR THE TIJUANA RIVER VALLEY.
(0770-87)**

Environmental Program Manager Helmer reported on the item.

Melissa Valdovinos, Engineer from the San Diego Regional Water Quality Control Board, gave a report on the item. She spoke about their successes and the implementation of the IBWC Treaty Minute.

5.3 DISCUSSION REGARDING THE DISPOSITION OF THE 1993 WESTATES FIRE ENGINE. (0380-45)

Captain French reported on the item.

City Council discussed donating the fire engine to Mexico versus a fire science program within the region.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO DONATE THE 1993 WESTATES FIRE ENGINE TO A FIRE SCIENCE PROGRAM IN THE REGION. MOTION CARRIED UNANIMOUSLY.

5.4 APPOINTMENT PROCEDURE FOR MEMBERS OF COMMUNITY BOARDS, COMMITTEES AND COMMISSIONS. (0120-95)

City Manager Hall reported on a process where City Council will be more involved in the initial selection of members of community boards before those names are brought forward to the Mayor. Council desired sensitive questions be made in a one on one interview with the Mayor, not in public. The Mayor would then present names to the Council for their advice and consent.

Councilmember Patton commented he was not in favor of public interviews.

Councilmember Spriggs commented that if there is twice the number of applicants than the number of positions, the Mayor should appoint a subcommittee. He also suggested that the members of the sub-committee be rotated so that the same members are not conducting the initial interviews.

MOTION BY BRAGG, SECOND BY PATTON, TO IMPLEMENT AN INTERVIEW PROCEDURE THAT INCLUDES AN OPEN INTERVIEW WITH CANDIDATES FOR COMMUNITY BOARDS, COMMITTEES AND COMMISSIONS, WITH A PROCESS TO REDUCE THE NUMBER OF CANDIDATES WHEN A LARGE NUMBER OF CANDIDATES APPLY, AND INCLUSION OF A WRITTEN SUPPLEMENT TO OBTAIN INFORMATION THAT SHOULD NOT BE PART OF A PUBLIC INTERVIEW. THE PROCEDURE ALSO INCLUDES ROTATING THE MEMBERS OF THE INITIAL INTERVIEW SUBCOMMITTEE. MOTION CARRIED UNANIMOUSLY.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the Regular Meeting at 9:01 p.m.

Serge Dedina
Mayor

Jacqueline M. Hald, MMC
City Clerk

CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

APRIL 1, 2015

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular Meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

| | |
|-------------------------|--|
| Councilmembers present: | Spriggs, Patton |
| Councilmembers absent: | Bragg |
| Mayor Present: | Dedina |
| Mayor Pro Tem Present: | Bilbray |
| Staff Present: | City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade |

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ian Lawyer & Mark Santillan, members of Boy Scout Troop 866.

AGENDA CHANGES

None.

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

Councilmember Spriggs announced the monthly Metro JPA meeting is scheduled for tomorrow.

Mayor Dedina reported on his attendance at the SANDAG Borders Committee meeting. He offered condolences to Lifeguard Captain Stabenow and his family on the passing of his mother. He announced Port District staff recommended approval of the City's applications for grant funding for the Cultural Arts Series, Fireworks and Symphony by the Sea events.

City Manager Hall said the Port Board will consider the grant applications in mid-May.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

Sha-Ron Cobb invited the community to the Annual Easter Egg Hunt on April 4, 2015 at 10:00 a.m.

Marey Stone expressed opposition to having a Grocery Outlet supermarket located at the Breakwater Project. Instead, she expressed support for Trader Joe's.

Cheryl Perez spoke about California's Remembering Our Fallen Heroes exhibition and asked for support to honor and respect local fallen heroes from Imperial Beach.

William Blake complained about an Animal Control officer who drove a vehicle on the beach.

PRESENTATIONS (1.1-1.2)

1.1 PROCLAMATION IN RECOGNITION OF STAND UP FOR TRANSPORTATION DAY. (0410-30)

Mark Olson, Public Relations Specialist for MTS, stated the National Stand Up for Transportation Day is a call for action to encourage Congress to pass long term solutions for federal funding for transportation improvement projects. He encouraged the public to show their support by taking public transportation on April 9 and he thanked City Council for their support.

Mayor Dedina presented Mr. Olson with a Proclamation in recognition of Stand Up for Transportation Day, April 9, 2015.

1.2 SELF HELP CARDIO-PULMONARY RESUSCITATION (CPR) PRESENTATION. (0210-55)

Engineer/Paramedic Bell reported on Bystander CPR and how performing CPR can help save lives. He showed a public service announcement presentation on Pulse Point, an application system that alerts nearby CPR-trained bystanders about a sudden cardiac arrest.

CONSENT CALENDAR (2.1-2.3)

MOTION BY PATTON, SECOND BY BILBRAY, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.3. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, SPRIGGS, BILBRAY DEDINA

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BRAGG

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 86319 through 86416 with a subtotal amount of \$453,298.48 and Payroll Checks/Direct Deposits 46461 through 46490 for a subtotal amount of \$290,546.34 for a total amount of \$743,844.82.

2.2 SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1150 AMENDING CHANGES IMPERIAL BEACH MUNICIPAL CODE CHAPTER 15.50 (FLOOD DAMAGE PREVENTION). (0520-60)

City Council waived the second reading in full and adopted Ordinance No. 2015-1150 which amends Chapter 15.50 of the Imperial Beach Municipal Code (Flood Damage Prevention) by adding specific references to Federal Regulations and California empowerment statutes.

2.3 ATP GRANT "ELM AVENUE TRAFFIC, PEDESTRIAN AND CYCLING SAFETY AND MOBILITY IMPROVEMENTS PROJECT" EXECUTION OFFICIAL. (0390-86 & 0720-25)

Adopted Resolution No. 2015-7562 authorizing the Public Works Director, Hank Levien, to be the City official to execute the Program Supplement Agreement for the "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project" for the ATP grant of \$709,000.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

4.1 CONSIDERATION OF RESOLUTION NO. 2015-7563 AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPLEMENTATION AGREEMENT OF THE OWNER PARTICIPATION AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND BIKEWAY VILLAGE, LLC FOR THE DEVELOPMENT OF THE BIKEWAY VILLAGE PROJECT LOCATED AT 535 FLORENCE STREET AND 536 13TH STREET. (0600-20 & 0680-20)

Mayor Dedina declared the public hearing open.

Assistant City Manager Wade gave a PowerPoint presentation on the item. He noted the following corrections/changes:

- On the staff report, the California Coastal Commission certified the Land Use Amendment on May of 2013, not February of 2014.
- A revised Attachment 2 (Implementation Agreement), containing insubstantial edits, was submitted as Last Minute Agenda Information.

Paul Marra, Managing Principal with Keyser Marston Associates, reviewed the financial analysis.

Zeke Mazur spoke in support for a view platform on the second floor that would extend over the bike path to provide protection from the rain. He also spoke in support of going under a bridge and questioned the cost for staying at the hostel.

In response to Mr. Mazur, Assistant City Manager Wade stated the structures are single story, not two. He also stated that the project is designed in its current configuration because some resource agencies had concern about providing ample setback from the Otay River and the San Diego Bay Wildlife Refuge. They limited the intrusion of structures toward the Bayshore Bikeway and there are some cultural resource issues that limit the amount of construction that can go on in some of those areas. With regard to the cost for staying at the hostel, there is no agreement with a hostel at this time and he noted that it would be a lower cost accommodation.

Councilmember Patton requested continued maintenance of the landscaping as approved.

Mr. Marra reported on the employment estimates which were based on restaurant, retail or hostel uses.

Terry McCaleb, Developer, spoke about the placement of potential tenants.

Terry Arnett, Contractor, spoke about employment opportunities during construction of the project.

City Council discussion ensued regarding the areas that will provide shade/protection for the bikers. It was noted that due to challenges with being close to sensitive habitat and providing raptor perches, there are no tall trees, tall lights, or tall structures.

Discussion regarding funding for the project ensued.

Mayor Dedina commented that there is nothing else like this in the county, it will be a destination landmark for the region and he anticipated having quality tenants.

Without dissention of the City Council, Mayor Dedina closed the public hearing.

MOTION BY SPRIGGS, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2015-7563 AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPLEMENTATION AGREEMENT TO THE APPROVED OWNER PARTICIPATION AGREEMENT (OPA) BETWEEN THE CITY OF IMPERIAL BEACH (THE "CITY") AND BIKEWAY VILLAGE, LLC (THE "DEVELOPER") FOR DEVELOPMENT OF THE BIKEWAY VILLAGE PROJECT (THE "PROJECT"). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, SPRIGGS, BILBRAY DEDINA

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BRAGG

REPORTS (5.1-5.3)

5.1 CITY COUNCIL BRIEFING NO. 5 – PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN UPDATE. (0150-30, 0480-80 & 0600-20)

Assistant City Manager Wade gave a PowerPoint presentation on the item. In response to concerns raised regarding unknown issues associated with relinquishment of SR 75, he stated that staff and consultants will examine the roadway closely. Staff's challenge and objective is to provide City Council with information so there is assurance that the City is in the position to maintain the roadway. There was a request for staff to provide the estimated amount of money the City will receive if the roadway is relinquished the next time this matter is considered by City Council. He spoke about Caltrans' involvement/review of the project should SR 75 be relinquished.

Councilmember Spriggs spoke about the importance of being cognizant of the issues and costs that could arise as a result of accepting relinquishment of the roadway.

Mr. Wade stated that according to Caltrans, if the City accepts relinquishment of the roadway the City would do its own traffic survey and determine speeds. With regard to the Navy, they have not expressed significant concerns regarding the proposed project and there is a willingness to help the City with the signalization.

Mayor Dedina spoke in support for contacting legislative officials to help make a strong case to Caltrans to pay their fair share and to also pay for what they have not spent on the roadway.

5.2 DISCUSSION OF PROPOSED REVISIONS TO THE IMPERIAL BEACH SIGN CODE RELATED TO DIGITAL SIGNS (MF 1046). (0670-95)

Assistant City Manager Wade reported on the item.

Marcus Boyd stated that when his building underwent redevelopment, a sign was removed because of the sign code. He questioned why McDonald's Restaurant was not required to change their signage.

Christine LaPausky indicated that she was opposed to digital signs (she did not speak).

Jim Mickelson commented that he could not find information where the Chamber of Commerce polled its members on this matter and expressed concern if the Chamber adequately represented the business community to the City. He spoke in support for Option 2 for both

private and public property. He suggested the City hold a workshop on the matter and notify all businesses to provide input not just the Chamber of Commerce (additional speaking time donated by Candy Unger).

Councilmember Spriggs stated that if digital signs are used for public information, guidelines need to be developed. As for use by private businesses, there needs to be more input from the business community.

Councilmember Patton raised issues that could occur as a result of having digital signs and noted that they do not fit in with the City's Mission Statement. He spoke in opposition to digital signage.

Mayor Dedina stated that he has not received enough information on this matter. He spoke about holding a public workshop and getting input from the whole business community. He also suggested staff identify cities where this has been done.

City Manager Hall stated staff received direction to obtain more input.

5.3 STRATEGY FOR GOAL IDENTIFICATION AND ESTABLISHING BUDGET AND CAPITAL IMPROVEMENT PLAN PRIORITIES. (0410-05)

City Manager reported at the City Council retreat, Councilmembers Spriggs and Bragg were asked to put together a strategy for obtaining input necessary to set goals and priorities for the budget and CIP. They proposed a public outreach event at Veterans Park on April 23rd from 5:00 p.m. to 7:00 p.m. He had the opportunity to talk to Councilmember Bragg who said she desired establishment setting a tradition involving the community in the budget process.

Councilmember Spriggs spoke about the opportunity to involve and educate the public about the budget and what is happening in each department. He also spoke about having a workshop with the public on updating the Big Picture, a strategic plan for where capital investments will be spent.

City Manager Hall stated the public gathering at Veteran's Park is an opportunity for the public to see what is happening in each department and to provide input on the types of improvements they are interested in. He announced a budget workshop is scheduled for May 13, 2015.

Mayor Dedina spoke in support for a participatory budgeting process.

MOTION BY BILBRAY, SECOND BY PATTON, TO DIRECT STAFF TO PREPARE FOR A COMMUNITY OUTREACH EVENT WHERE RESIDENTS CAN LEARN MORE ABOUT CURRENT DEPARTMENT ACTIVITIES, DISCUSS AND SUGGEST FUTURE PROJECTS, AND PROVIDE INPUT ON THE TWO YEAR MUNICIPAL BUDGET; ALSO DIRECT STAFF TO INITIATE A COMPREHENSIVE UPDATE OF THE BIG PICTURE DOCUMENT. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, SPRIGGS, BILBRAY DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BRAGG

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the Regular Meeting at 8:24 p.m.

Serge Dedina
Mayor

Jacqueline M. Hald, MMC
City Clerk

DRAFT

MINUTES

**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

APRIL 15, 2015

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular Meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

| | |
|-------------------------|--|
| Councilmembers Present: | Spriggs, Bragg, Patton |
| Councilmembers Absent: | None |
| Mayor Present: | Dedina |
| Mayor Pro Tem Absent: | Bilbray |
| Staff Present: | City Manager Hall, City Attorney Lyon, City Clerk Hald, Senior Planner Foltz, City Planner Nakagawa, Public Works Director Leven |

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Christian Flores from Oneonta School.

AGENDA CHANGES

None.

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

Councilmember Patton announced Imperial Beach has its own Relay for Life team.

Councilmember Bragg issued a reminder regarding the "Open Air" Open House, Homefront Cleanup and the E-waste recycling events.

Councilmember Spriggs reported on his attendance at the San Diego Public Utilities Independent Rates Oversight Committee and League of California Cities. Mayor Dedina spoke about his trip of Baja California highlighting that Imperial Beach Lifeguards trained the lifeguards at Todos Santos.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

Thomas Krenbeh had questions regarding code enforcement issues.

Tom Summers expressed concern about multi-unit properties having only one water meter.

William Webster requested residents be informed and have a say as to what businesses would have a place in the Breakwater project.

William Blake disagreed with the City's handling of follow up on issues he's had with his property.

Ed Sorrels suggested finding a means to fund the maintenance of the Bayside schoolyard so that it may remain open to the public.

PRESENTATIONS (1.1)

1.1 CALIFORNIA AMERICAN WATER – DROUGHT UPDATE. (0230-70)

Brian Barreto, External Affairs Manager with California American Water, gave a PowerPoint presentation on the California drought and spoke on the Governor's Resolution regarding water conservation. Information on conservation and rebates was distributed to City Council.

CONSENT CALENDAR (2.1-2.7)

MOTION BY PATTON, SECOND BY SPRIGGS, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 - 2.7. MOTION CARRIED BY THE FOLLOWING VOTE:

| | |
|----------------|---|
| AYES: | COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS |
| NOES: | COUNCILMEMBERS: NONE |
| ABSENT: | COUNCILMEMBERS: BILBRAY |

2.1 MINUTES.

Approved the Regular City Council Meeting Minutes of March 4, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 86417 through 86496 with a subtotal amount of \$730,991.20 for a total amount of \$730,991.20.

2.3 CONSIDERATION OF A REQUEST TO AUTHORIZE YGRENE TO IMPLEMENT THE CALIFORNIA PACE PROGRAM IN IMPERIAL BEACH. (0660-55)

Adopted Resolution Nos. 2015-7564 and 2015-7565 and an agreement to join the California Rural Home Mortgage Finance Authority that would authorize Ygrene Energy Fund CA LLC to implement property owner financing of renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the California Property Assessed Clean Energy (PACE) program.

2.4 RESOLUTION NO. 2015-7568 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH SPECIAL ASSESSMENT DISTRICT AD 67M. (0345-10)

Adopted Resolution No. 2015-7568 accepting the AD 67 Engineer's Report.

2.5 RESOLUTION NO. 2015-7569 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)

Adopted Resolution No. 2015-7569 setting the AD 67M Public Hearing date, time and location as noted in the Analysis section of the staff report.

2.6 CONSIDERATION OF RESOLUTION NO. 2015-7567 THAT WOULD AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ACCEPT AND EXECUTE A GRANT AGREEMENT WITH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR \$1,800,000 OF ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT (TRANSNET PROGRAM) FUNDS FOR THE BIKEWAY VILLAGE BAYSHORE BIKEWAY ACCESS ENHANCEMENT PROJECT (MF 1034). (0600-20 & 0680-20)

Adopted resolution.

2.7. APPROVAL OF CONTRACT WITH SOUTHWEST STRATEGIES, LLC, TO PROVIDE COUNSELING SERVICES TO THE CITY COUNCIL AND CONDUCT A CITY COUNCIL RETREAT. (0410-05)

Approved the final agreement with Southwest Strategies, LLC, for counseling services and performance of a City Council retreat, and approval of payment of \$19,500 for services rendered.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.3)

Mayor Dedina announced he is recusing himself from discussion on Item No. 5.1 due to a potential conflict of interest due to his place of employment. He is also recusing himself on Item 5.2 due to a potential conflict of interest due to his wife's place of employment with the San Diego Foundation. He left the Council Chambers at 7:06 p.m.

City Clerk Hald stated in the absence of the Mayor and Mayor Pro Tempore, the Councilmembers who are present will select a temporary presiding officer who will serve until the Mayor returns. She asked for a nomination of a presiding officer.

MOTION BY PATTON , SECOND BY SPRIGGS, TO ELECT COUNCILMEMBER BRAGG AS TEMPORARY PRESIDING OFFICER WHILE THE MAYOR IS AWAY. MOTION CARRIED BY THE FOLLOWING VOTE:

| | |
|----------------------|---|
| AYES: | COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS |
| NOES: | COUNCILMEMBERS: NONE |
| ABSENT: | COUNCILMEMBERS: BILBRAY |
| DISQUALIFIED: | COUNCILMEMBERS: DEDINA |

5.1 CONSIDERATION OF AUTHORIZING THE OCEAN PROTECTION COUNCIL TO PROCESS A CONSOLIDATED COASTAL DEVELOPMENT PERMIT WITH THE CALIFORNIA COASTAL COMMISSION FOR A STATEWIDE SIGNAGE PROJECT THAT WOULD INSTALL INTERPRETIVE AND REGULATORY SIGNS AT THE END OF SOUTH SEACOAST DRIVE, THE TIJUANA RIVER MOUTH, AND AT MONUMENT MESA/FRIENDSHIP PARK. MF 1181. (0600-20)

Senior Planner Foltz gave a PowerPoint presentation on the item. Zachary Plopper Coastal and Marine Director for Wildcoast spoke on the item and gave a PowerPoint presentation regarding signs in Marine Protected Areas.

In response to City Council's concerns regarding placement of a sign at Pier Plaza, Mr. Plopper stated he would follow up with the National Marine Sanctuary Foundation and the California Ocean Protection Council.

Senior Planner Foltz suggested changing "at the end of South Seacoast Drive, the Tijuana River mouth, and at Monument Mesa/Friendship Park" to "within Imperial Beach."

MOTION BY SRIGGS, SECOND BY PATTON, THAT THE CITY COUNCIL AUTHORIZE THE OCEAN PROTECTION COUNCIL (OPC) TO PROCESS A CONSOLIDATED COASTAL DEVELOPMENT PERMIT WITH THE CALIFORNIA COASTAL COMMISSION FOR INTERPRETIVE AND REGULATORY SIGNS TO BE PLACED WITHIN IMPERIAL BEACH, WHICH WOULD ALLOW THE CALIFORNIA COASTAL COMMISSION TO SERVE AS THE PERMITTING AGENCY FOR THE COASTAL DEVELOPMENT PERMIT REQUIRED TO IMPLEMENT THE PROPOSED PROJECT IN THE CITY OF IMPERIAL BEACH. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY
DISQUALIFIED: COUNCILMEMBERS: DEDINA**

5.2 CONSIDERATION OF RESOLUTION NO. 2015- 7570 AUTHORIZING THE FILING OF A BUILDING REGIONAL RESILIENCE GRANT (MF 1025). (0390-84)

City Planner Jim Nakagawa gave a PowerPoint presentation on the item.

In response to questions from City Council, Mr. Nakagawa stated the City would know within 30 days if the grant was awarded, there are other agencies with grant opportunities that can be applied for and that the City is obligated to share information regarding the results of the Sea Level Rise Study with other cities and agencies.

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2015-7570 THAT AUTHORIZES STAFF TO SUBMIT A \$70,000 BUILDING REGIONAL RESILIENCE GRANT PROPOSAL TO THE SAN DIEGO FOUNDATION AND THE SAN DIEGO REGIONAL CLIMATE COLLABORATIVE TO AUGMENT THE CURRENT SEA LEVEL RISE (SLR) STUDY THAT IS UNDERWAY. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY
DISQUALIFIED: COUNCILMEMBERS: DEDINA**

Mayor Dedina returned to the Council Chambers at 7:40 p.m.

5.3 RESOLUTION NO. 2015-7566 AFFIRMING THE FISCAL YEAR 2015/2016 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013. (0830-95)

Public Works Director Levien reported on the item and responded to Council's questions regarding funding needed to cover costs for capital projects. He noted that he will return to City Council in the near future for approval of another study which needs to account for decreased revenue due to the loss of the Navy and the community's conservation of water.

Councilmember Bragg suggested the City inform the public that sewer rates would not decrease with less consumption of water because maintenance costs will not decrease.

MOTION BY SPRIGGS, SECOND BY PATTON, TO APPROVE RESOLUTION NO. 2015-7566 AFFIRMING THE 1.6% AVERAGE INCREASE IN SEWER SERVICE CHARGE FEE AS APPROVED IN ORDINANCE 2013-1138 CONSISTENT WITH THE STUDY DATED FEBRUARY 20, 2013 PREPARED BY ATKINS. MOTION CARRIED BY THE FOLLOWING VOTE:

| | |
|----------------|---|
| AYES: | COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS |
| NOES: | COUNCILMEMBERS: NONE |
| ABSENT: | COUNCILMEMBERS: BILBRAY |

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the Regular meeting at 7:56 p.m.

Serge Dedina, Mayor

Jacqueline M. Hald, MMC
City Clerk



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: MAY 6, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DSB
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 777,954.89 and the payroll checks in the amount of \$ 152,679.94.

RECOMMENDATION:

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

RATIONALE:

The warrant register is presented providing transparency with regards to City expenditures.

OPTIONS:

- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action

BACKGROUND:

None

ANALYSIS:

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

| <u>Vendor:</u> | <u>Check:</u> | <u>Amount:</u> | <u>Description:</u> |
|--------------------------|---------------|----------------|---------------------------|
| San Diego County Sheriff | 86522 | \$506,981.47 | Feb 2015 Law Enf Services |

The following registers are submitted for Council ratification:

Accounts Payable

| <u>WARRANT #</u> | <u>DATE</u> | <u>AMOUNT</u> |
|------------------|------------------|----------------------|
| 86497-86532 | 04/10/2015 | \$ 704,359.97 |
| 86533-86569 | 04/16/2015 | \$ 73,594.92 |
| | Sub-Total | \$ 777,954.89 |

Payroll Checks/Direct Deposit

| | | |
|-------------|------------------|----------------------|
| 46491-46506 | P.P.E. 4/02/15 | \$ 152,679.94 |
| | Sub-Total | \$ 152,679.94 |
| | TOTAL | \$ 930,634.83 |

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Warrants are issued from budgeted funds and there is no additional impact on reserves.

Attachments:

1. Warrant Register as Budgeted
2. Warrant Register

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/27/2015

| Expense | Budget | Previous Warrant Registers | | 2015-04-10 | | 2015-04-16 | | Remaining Budget |
|---------------------------|--------------|----------------------------|------------|------------|--------------|------------|--|------------------|
| | | | | | | | | |
| 101 GENERAL FUND | | | | | | | | |
| PROFESSIONAL SERVICES | \$ 6,930,476 | \$ 3,976,362 | \$ 509,941 | \$ 347 | \$ 2,443,826 | | | |
| SALARIES FULL-TIME | \$ 4,166,553 | \$ 3,297,142 | | | \$ 869,411 | | | |
| SECTION 125 CAFETERIA | \$ 725,471 | \$ 567,882 | | | \$ 157,589 | | | |
| PERS-CITY PORTION | \$ 713,922 | \$ 516,224 | | | \$ 197,698 | | | |
| SALARIES PART-TIME | \$ 622,935 | \$ 513,622 | | | \$ 109,314 | | | |
| TECHNICAL SERVICES | \$ 511,790 | \$ 233,479 | \$ 2,528 | \$ 5,581 | \$ 270,202 | | | |
| FICA | \$ 357,409 | \$ 270,117 | | | \$ 87,292 | | | |
| OPERATING SUPPLIES | \$ 303,815 | \$ 198,080 | \$ 2,139 | \$ 6,082 | \$ 97,514 | | | |
| GAS & ELECTRIC (SDG&E) | \$ 244,500 | \$ 149,420 | \$ 3,709 | \$ 15,078 | \$ 76,292 | | | |
| ATTORNEY SERVICES-OTHER | \$ 141,443 | \$ 65,816 | | | \$ 75,627 | | | |
| TEMPORARY STAFFING | \$ 134,991 | \$ 93,793 | | \$ 1,589 | \$ 39,609 | | | |
| OVERTIME | \$ 130,331 | \$ 106,551 | | | \$ 23,780 | | | |
| OTHER SERVICES & CHARGES | \$ 127,015 | \$ 69,794 | | | \$ 57,221 | | | |
| UTILITIES-WATER | \$ 105,453 | \$ 77,457 | | \$ 2,964 | \$ 25,032 | | | |
| RCS PROGRAM | \$ 101,500 | \$ 30,173 | | | \$ 71,327 | | | |
| WORKER'S COMP INSURANCE | \$ 72,025 | \$ 72,024 | | | \$ 1 | | | |
| TRAVEL, TRAINING, MEETING | \$ 66,201 | \$ 41,746 | \$ 168 | | \$ 24,287 | | | |
| ATTORNEY SERVICES | \$ 63,557 | \$ 22,226 | | | \$ 41,331 | | | |
| MAINTENANCE & REPAIR | \$ 62,220 | \$ 26,559 | | \$ 388 | \$ 35,273 | | | |
| UNEMPLOYMENT INSURANCE | \$ 51,460 | \$ 47,644 | | | \$ 3,816 | | | |
| COUNCIL/RDA BOARD PAY | \$ 42,875 | \$ 32,347 | | | \$ 10,528 | | | |
| TRAFFIC CONTROL | \$ 40,500 | \$ 27,259 | | | \$ 13,241 | | | |
| RENT-UNIFORMS | \$ 39,204 | \$ 17,460 | | | \$ 21,744 | | | |
| AUTO ALLOWANCE | \$ 33,568 | \$ 30,572 | | | \$ 2,996 | | | |
| MEMBERSHIP DUES | \$ 30,536 | \$ 25,140 | | | \$ 5,396 | | | |
| UTILITIES-TELEPHONE | \$ 29,335 | \$ 18,764 | | | \$ 10,571 | | | |
| BANKING/FIN SRVCS CHARGES | \$ 28,000 | \$ 26,320 | \$ 687 | | \$ 992 | | | |
| COPIER LEASES | \$ 27,700 | \$ 22,158 | | \$ 1,935 | \$ 3,606 | | | |
| OFFICE SUPPLIES | \$ 25,287 | \$ 17,601 | | \$ 24 | \$ 7,662 | | | |
| PARS CITY CONTRIBUTION | \$ 23,083 | \$ 17,909 | | | \$ 5,174 | | | |
| FLSA WAGES | \$ 22,725 | \$ 20,709 | | | \$ 2,016 | | | |
| SMALL TOOLS/NON-CAPITAL | \$ 18,900 | \$ 3,496 | | | \$ 15,404 | | | |
| FEES & LICENSES | \$ 18,250 | \$ 14,741 | | | \$ 3,509 | | | |
| POSTAGE & FREIGHT | \$ 17,450 | \$ 8,109 | | \$ 2,543 | \$ 6,798 | | | |
| UTILITIES-CELL PHONES | \$ 16,183 | \$ 11,623 | \$ 150 | | \$ 4,410 | | | |
| EMPLOYEE RECOGNITION AWRD | \$ 15,667 | \$ 11,726 | | | \$ 3,941 | | | |
| VEHICLE OPERATE-FUEL/OIL | \$ 15,000 | | | | \$ 15,000 | | | |
| PRINTING SERVICES | \$ 13,149 | \$ 5,900 | | | \$ 7,249 | | | |
| PLAN CHECK SERVICIES | \$ 12,000 | | | | \$ 12,000 | | | |
| LIFE INSURANCE | \$ 11,828 | \$ 11,162 | | | \$ 666 | | | |
| TRAINING & EDUCATION-MOU | \$ 11,400 | \$ 4,002 | | | \$ 7,398 | | | |
| CONTRACTS-ELECTIONS | \$ 9,415 | \$ 8,903 | | | \$ 512 | | | |
| EQUIPMENT | \$ 9,000 | \$ 8,617 | | | \$ 383 | | | |
| CELL PHONE ALLOWANCE | \$ 8,844 | \$ 6,973 | | | \$ 1,871 | | | |
| UTILITIES-SEWER | \$ 8,300 | \$ 8,139 | | | \$ 161 | | | |
| ADVERTISING | \$ 6,700 | \$ 2,619 | | | \$ 4,081 | | | |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/27/2015

| | Budget | Previous Warrant Registers | 2015-04-10 | 2015-04-16 | Remaining Budget |
|-------------------------------------|--------------|----------------------------------|------------|------------|--------------------------------|
| SUBSCRIBE & PUBLICATIONS | \$ 6,150 | \$ 1,345 | | | \$ 4,805 |
| SECURITY & ALARM | \$ 5,300 | \$ 2,490 | | | \$ 2,810 |
| RENT-EQUIPMENT | \$ 4,800 | \$ 829 | | | \$ 3,971 |
| PEST CONTROL SERVICE | \$ 4,200 | \$ 2,761 | | \$ 325 | \$ 1,114 |
| RENT-FACILITIES | \$ 3,600 | | | | \$ 3,600 |
| MGT MEDICAL REIMBURSEMENT | \$ 2,421 | \$ 1,921 | | | \$ 500 |
| FIRE EXTINGUISHER SERVICE | \$ 1,650 | | | | \$ 1,650 |
| NUISANCE ABATEMENT CHARGE | \$ 1,500 | | | | \$ 1,500 |
| CONTRACTS-POSTAGE MACHINE | \$ 1,109 | \$ 1,109 | | | \$ - |
| MILEAGE REIMBURSEMENT | \$ 669 | \$ 255 | | | \$ 414 |
| INSURANCE PREMIUM/DEPOSIT | \$ 75 | | | | \$ 75 |
| COMMUNITY PROGRAMS | | \$ - | | | \$ - |
| TRANSFER OUT | | \$ 437 | | | \$ (437) RTCIP to be reversed. |
| VEHICLE ABATEMENT CHARGES | | \$ - | | | \$ - |
| 201 GAS TAX FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 873,781 | \$ 182,151 | \$ 1,313 | \$ 898 | \$ 689,419 |
| TRANSFER OUT | \$ 688,170 | | | | \$ 688,170 |
| SALARIES FULL-TIME | \$ 61,077 | \$ 39,319 | | | \$ 21,758 |
| PERS-CITY PORTION | \$ 11,130 | \$ 6,048 | | | \$ 5,082 |
| SECTION 125 CAFETERIA | \$ 8,800 | \$ 6,939 | | | \$ 1,861 |
| FICA | \$ 4,259 | \$ 2,946 | | | \$ 1,313 |
| UNEMPLOYMENT INSURANCE | \$ 3,044 | \$ 82 | | | \$ 2,962 |
| CELL PHONE ALLOWANCE | \$ 200 | \$ 11 | | | \$ 189 |
| AUTO ALLOWANCE | \$ 200 | \$ 32 | | | \$ 168 |
| 202 PROP "A" (TRANSNET) FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 1,015,350 | \$ 661,865 | | | \$ 353,485 |
| TRANSFER OUT | \$ 195,895 | | | | \$ 195,895 |
| SALARIES FULL-TIME | \$ 53,031 | \$ 16,527 | | | \$ 36,504 |
| SECTION 125 CAFETERIA | \$ 7,458 | \$ 2,116 | | | \$ 5,342 |
| PERS-CITY PORTION | \$ 5,313 | \$ 2,528 | | | \$ 2,785 |
| FICA | \$ 4,837 | \$ 1,236 | | | \$ 3,601 |
| UNEMPLOYMENT INSURANCE | \$ 2,741 | \$ 64 | | | \$ 2,677 |
| ATTORNEY SERVICES | \$ 470 | \$ 0 | | | \$ 470 |
| CELL PHONE ALLOWANCE | \$ 400 | \$ 10 | | | \$ 390 |
| AUTO ALLOWANCE | \$ 400 | \$ 30 | | | \$ 370 |
| 206 RESIDENTIAL CONSTRUCTION | | | | | \$ - |
| TRANSFER OUT | \$ 261,431 | \$ 261,431 | | | \$ - |
| 212 SLESF (COPS) FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 100,000 | | | | \$ 100,000 |
| 213 LLEBG FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 30,000 | | | | \$ 30,000 |
| 215 LLMD-ASSMT DIST #67 FUND | | | | | \$ - |
| GAS & ELECTRIC (SDG&E) | \$ 28,000 | \$ 16,517 | \$ 2,105 | | \$ 9,378 |
| PROFESSIONAL SERVICES | \$ 2,000 | | | | \$ 2,000 |
| 216 HOUSING AUTHORITY | | | | | \$ - |
| SALARIES PART-TIME | \$ 37,286 | \$ 30,986 | | | \$ 6,300 |
| TRANSFER OUT | \$ 16,869 | \$ 16,869 | | | \$ - |
| PROFESSIONAL SERVICES | \$ 8,415 | \$ 6,645 | | | \$ 1,770 |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/27/2015

| | Budget | Previous Warrant | | 2015-04-10 | 2015-04-16 | Remaining Budget |
|-------------------------------------|--------------|------------------|-----------|------------|------------|------------------|
| | | Registers | | | | |
| PERS-CITY PORTION | \$ 5,915 | \$ 5,094 | | | | \$ 821 |
| FICA | \$ 2,660 | \$ 2,437 | | | | \$ 223 |
| SALARIES FULL-TIME | \$ 2,300 | \$ 1,909 | | | | \$ 391 |
| UNEMPLOYMENT INSURANCE | \$ 770 | \$ 434 | | | | \$ 336 |
| SECTION 125 CAFETERIA | \$ 675 | \$ 583 | | | | \$ 92 |
| AUTO ALLOWANCE | \$ 50 | \$ 48 | | | | \$ 2 |
| MGT MEDICAL REIMBURSEMENT | \$ 40 | \$ 37 | | | | \$ 3 |
| CELL PHONE ALLOWANCE | \$ 20 | \$ 15 | | | | \$ 5 |
| LIFE INSURANCE | | \$ (17) | | | | \$ 17 |
| 217 HOUSING AUTHORITY-BOND | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 2,176,000 | \$ 212,500 | | | | \$ 1,963,500 |
| ATTORNEY SERVICES | | \$ - | | | | \$ - |
| 245 RDA PA#1 LOW/MOD HSG-S/A | | | | | | \$ - |
| PROFESSIONAL SERVICES | | \$ - | | | | \$ - |
| 301 SA DEBT SERVICE FUND | | | | | | \$ - |
| BOND INTEREST (2010 TAB) | \$ 1,058,910 | \$ 538,259 | | | | \$ 520,651 |
| INTEREST BOND (2013 TAB) | \$ 762,957 | \$ 367,725 | | | | \$ 395,232 |
| BOND PRINCIPAL (2010 TAB) | \$ 235,000 | | | | | \$ 235,000 |
| 303 REDEV OBLIG RETIRE FUND | | | | | | \$ - |
| TRANSFER OUT | \$ 2,066,568 | \$ 915,686 | | | | \$ 1,150,882 |
| ATTORNEY SERVICES | \$ 170,000 | \$ 126,871 | | | | \$ 43,129 |
| SALARIES FULL-TIME | \$ 153,270 | \$ 57,112 | | | | \$ 96,158 |
| PROFESSIONAL SERVICES | \$ 137,106 | \$ 91,292 | \$ 11,265 | | | \$ 34,549 |
| PERS-CITY PORTION | \$ 20,310 | \$ 7,623 | | | | \$ 12,687 |
| SECTION 125 CAFETERIA | \$ 10,700 | \$ 4,002 | | | | \$ 6,698 |
| OTHER SERVICES & CHARGES | \$ 9,000 | \$ 7,219 | | | | \$ 1,781 |
| FICA | \$ 8,290 | \$ 3,152 | | | | \$ 5,138 |
| AUTO ALLOWANCE | \$ 5,330 | \$ 1,956 | | | | \$ 3,374 |
| CELL PHONE ALLOWANCE | \$ 1,410 | \$ 522 | | | | \$ 888 |
| UNEMPLOYMENT INSURANCE | \$ 390 | \$ 138 | | | | \$ 252 |
| MGT MEDICAL REIMBURSEMENT | \$ 290 | \$ 105 | | | | \$ 185 |
| TRAVEL, TRAINING, MEETING | \$ 10 | \$ 6 | | | | \$ 4 |
| SA ADMIN-OTHER REIMB | | \$ - | | | | \$ - |
| 401 CAPITAL IMPROVEMENT FUND | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 1,431,911 | \$ 381,783 | \$ 45,397 | | | \$ 1,004,731 |
| SALARIES FULL-TIME | \$ 49,065 | \$ 10,926 | | | | \$ 38,139 |
| SECTION 125 CAFETERIA | \$ 5,702 | \$ 1,392 | | | | \$ 4,310 |
| PERS-CITY PORTION | \$ 4,317 | \$ 1,660 | | | | \$ 2,657 |
| FICA | \$ 3,109 | \$ 842 | | | | \$ 2,267 |
| UNEMPLOYMENT INSURANCE | \$ 1,507 | \$ 82 | | | | \$ 1,425 |
| CELL PHONE ALLOWANCE | \$ 200 | \$ 25 | | | | \$ 175 |
| AUTO ALLOWANCE | \$ 200 | \$ 76 | | | | \$ 124 |
| 402 C.I.P. 2010 BOND | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 1,291,877 | \$ 509,740 | \$ 6,780 | | | \$ 775,357 |
| ATTORNEY SERVICES | \$ 110,400 | \$ 21,595 | | | | \$ 88,805 |
| SALARIES FULL-TIME | \$ 50,000 | \$ 14,605 | | | | \$ 35,395 |
| PERS-CITY PORTION | \$ 7,800 | \$ 2,248 | | | | \$ 5,552 |
| SECTION 125 CAFETERIA | \$ 3,800 | \$ 1,056 | | | | \$ 2,744 |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/27/2015

| | Budget | Previous Warrant | | 2015-04-10 | 2015-04-16 | Remaining Budget |
|--------------------------------------|--------------|------------------|--------|------------|------------|------------------|
| | | Registers | | | | |
| FICA | \$ 3,400 | \$ 1,010 | | | | \$ 2,390 |
| AUTO ALLOWANCE | \$ 2,000 | \$ 375 | | | | \$ 1,625 |
| CELL PHONE ALLOWANCE | \$ 600 | \$ 119 | | | | \$ 481 |
| UNEMPLOYMENT INSURANCE | | \$ 24 | | | | \$ (24) |
| 405 RDA PA#1 CIP-OP S/A | | | | | | \$ - |
| PROFESSIONAL SERVICES | | \$ - | | | | \$ - |
| 409 RDA BOND (2010 TAB)-S/A | | | | | | \$ - |
| TRANSFER OUT | \$ 1,274,584 | \$ 1,274,584 | | | | \$ - |
| 501 VEHICLE REPLACEMENT/MAINT | | | | | | \$ - |
| VEHICLE OPERATE-FUEL/OIL | \$ 255,000 | \$ 156,492 | | \$ 3,639 | | \$ 94,868 |
| EQUIPMENT | \$ 180,000 | \$ 81,566 | | | | \$ 98,434 |
| SALARIES FULL-TIME | \$ 117,029 | \$ 95,589 | | | | \$ 21,440 |
| VEHICLE OPERATE-PARTS M&O | \$ 25,000 | \$ 18,462 | | | | \$ 6,538 |
| MAINTENANCE & REPAIR | \$ 23,100 | \$ 19,019 | | | | \$ 4,081 |
| SECTION 125 CAFETERIA | \$ 22,320 | \$ 18,934 | | | | \$ 3,386 |
| PERS-CITY PORTION | \$ 18,407 | \$ 14,794 | | | | \$ 3,613 |
| FICA | \$ 10,309 | \$ 7,318 | | | | \$ 2,991 |
| SMALL TOOLS/NON-CAPITAL | \$ 6,000 | \$ 328 | | | | \$ 5,672 |
| OPERATING SUPPLIES | \$ 4,100 | \$ 1,443 | | | | \$ 2,657 |
| FEES & LICENSES | \$ 4,000 | \$ 3,358 | | | | \$ 642 |
| WORKER'S COMP INSURANCE | \$ 3,266 | \$ 3,264 | | | | \$ 2 |
| OTHER SERVICES & CHARGES | \$ 2,100 | \$ 893 | | | | \$ 1,207 |
| UNEMPLOYMENT INSURANCE | \$ 885 | \$ 868 | | | | \$ 17 |
| FIRE EXTINGUISHER SERVICE | \$ 400 | | | | | \$ 400 |
| LIFE INSURANCE | \$ 259 | \$ 218 | | | | \$ 41 |
| OVERTIME | \$ 200 | | | | | \$ 200 |
| 502 RISK MANAGEMENT FUND | | | | | | \$ - |
| INSURANCE PREMIUM/DEPOSIT | \$ 167,344 | \$ 167,344 | | | | \$ (0) |
| PYMT OF WORK COMP CLAIMS | \$ 141,250 | \$ 110,041 | | | | \$ 31,209 |
| ATTORNEY SERVICES | \$ 88,670 | \$ 65,866 | | | | \$ 22,804 |
| SALARIES FULL-TIME | \$ 64,423 | \$ 49,109 | | | | \$ 15,314 |
| INSURANCE PREMIUM/WK COMP | \$ 55,000 | \$ 54,410 | | | | \$ 590 |
| THIRD PARTY ADMIN (W/C) | \$ 28,406 | \$ 28,406 | | | | \$ (0) |
| PAYMENT OF CLAIMS | \$ 10,000 | \$ 7,012 | \$ 500 | | | \$ 2,488 |
| SECTION 125 CAFETERIA | \$ 9,209 | \$ 7,078 | | | | \$ 2,131 |
| PERS-CITY PORTION | \$ 7,354 | \$ 5,138 | | | | \$ 2,216 |
| FICA | \$ 4,931 | \$ 3,792 | | | | \$ 1,139 |
| PROFESSIONAL SERVICES | \$ 2,250 | \$ 2,250 | | | | \$ - |
| AUTO ALLOWANCE | \$ 1,591 | \$ 1,343 | | | | \$ 248 |
| TECHNICAL SERVICES | \$ 1,580 | \$ 1,578 | | | | \$ 2 |
| WORKER'S COMP INSURANCE | \$ 1,025 | \$ 1,020 | | | | \$ 5 |
| OPERATING SUPPLIES | \$ 1,000 | | | | | \$ 1,000 |
| UNEMPLOYMENT INSURANCE | \$ 349 | \$ 347 | | | | \$ 2 |
| LIFE INSURANCE | \$ 262 | \$ 222 | | | | \$ 40 |
| SUBSCRIBE & PUBLICATIONS | \$ 250 | | | | | \$ 250 |
| OFFICE SUPPLIES | \$ 250 | | | | | \$ 250 |
| CELL PHONE ALLOWANCE | \$ 210 | \$ 185 | | | | \$ 25 |
| OVERTIME | \$ 50 | \$ 10 | | | | \$ 40 |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/27/2015

| | Budget | Previous Warrant Registers | | 2015-04-10 | 2015-04-16 | Remaining Budget |
|--------------------------------------|--------------|----------------------------|-----------|------------|------------|------------------------------|
| | | | | | | |
| OTHER SERVICES & CHARGES | | \$ | 10,163 | | | \$ (10,163) To be reimbursed |
| MGT MEDICAL REIMBURSEMENT | | \$ | - | | | \$ - |
| 503 TECHNOLOGY/COMMUNICATIONS | | | | | | \$ - |
| SALARIES FULL-TIME | \$ 137,582 | \$ | 109,918 | | | \$ 27,664 |
| H.T.E. MAINTENANCE | \$ 62,900 | \$ | 62,873 | | | \$ 27 |
| EQUIPMENT | \$ 52,250 | \$ | 827 | | | \$ 51,423 |
| PROFESSIONAL SERVICES | \$ 36,584 | \$ | 12,258 | | | \$ 24,326 |
| TECHNICAL SERVICES | \$ 23,616 | \$ | 17,417 | \$ 1,000 | | \$ 5,199 |
| TEMPORARY STAFFING | \$ 20,000 | \$ | 19,089 | | \$ 896 | \$ 15 |
| SECTION 125 CAFETERIA | \$ 19,521 | \$ | 15,342 | | | \$ 4,179 |
| PERS-CITY PORTION | \$ 15,334 | \$ | 12,158 | | | \$ 3,176 |
| UTILITIES-TELEPHONE | \$ 12,000 | \$ | 9,413 | | | \$ 2,587 |
| FICA | \$ 10,509 | \$ | 9,186 | | | \$ 1,323 |
| SMALL TOOLS/NON-CAPITAL | \$ 10,000 | \$ | 3,354 | | | \$ 6,646 |
| SALARIES PART-TIME | \$ 9,481 | \$ | 6,466 | | | \$ 3,015 |
| OPERATING SUPPLIES | \$ 7,000 | \$ | 503 | | | \$ 6,497 |
| QUESYST | \$ 6,000 | \$ | 6,000 | | | \$ - |
| AUTO ALLOWANCE | \$ 4,542 | \$ | 3,535 | | | \$ 1,007 |
| UTILITIES-CELL PHONES | \$ 4,000 | \$ | 2,663 | | | \$ 1,337 |
| TRAVEL, TRAINING, MEETING | \$ 4,000 | \$ | 619 | | | \$ 3,381 |
| FEES & LICENSES | \$ 4,000 | \$ | 1,902 | | | \$ 2,098 |
| UNEMPLOYMENT INSURANCE | \$ 1,417 | \$ | 1,189 | | | \$ 228 |
| MAINTENANCE & REPAIR | \$ 1,000 | \$ | 105 | | | \$ 895 |
| MEMBERSHIP DUES | \$ 1,000 | \$ | 240 | | | \$ 760 |
| WORKER'S COMP INSURANCE | \$ 859 | \$ | 864 | | | \$ (5) |
| CELL PHONE ALLOWANCE | \$ 700 | \$ | 548 | | | \$ 152 |
| LIFE INSURANCE | \$ 627 | \$ | 470 | | | \$ 158 |
| SUBSCRIBE & PUBLICATIONS | \$ 500 | | | | | \$ 500 |
| OFFICE SUPPLIES | \$ 500 | \$ | 145 | | | \$ 355 |
| OTHER SERVICES & CHARGES | \$ 500 | \$ | 339 | | \$ 38 | \$ 124 |
| PARS CITY CONTRIBUTION | \$ 402 | \$ | 242 | | | \$ 160 |
| POSTAGE & FREIGHT | \$ 200 | \$ | 149 | | | \$ 51 |
| MGT MEDICAL REIMBURSEMENT | | \$ | - | | | \$ - |
| 504 FACILITY MAINT/REPLACEMNT | | | | | | \$ - |
| TECHNICAL SERVICES | \$ 77,000 | \$ | 61,799 | | \$ 1,975 | \$ 13,226 |
| EQUIPMENT | \$ 49,000 | | | | | \$ 49,000 |
| 601 SEWER ENTERPRISE FUND | | | | | | \$ - |
| TECHNICAL SERVICES | \$ 2,574,100 | \$ | 1,886,043 | \$ 87 | | \$ 687,970 |
| PROFESSIONAL SERVICES | \$ 2,271,266 | \$ | 542,921 | \$ 84,884 | \$ 19,607 | \$ 1,623,854 |
| SALARIES FULL-TIME | \$ 325,523 | \$ | 221,445 | | | \$ 104,078 |
| PRINCIPAL PMT-CITY LOAN | \$ 124,811 | | | | | \$ 124,811 |
| GAS & ELECTRIC (SDG&E) | \$ 68,000 | \$ | 52,141 | \$ 1,040 | \$ 3,935 | \$ 10,884 |
| SECTION 125 CAFETERIA | \$ 62,784 | \$ | 41,233 | | | \$ 21,551 |
| MAINTENANCE & REPAIR | \$ 45,020 | \$ | 31,887 | | | \$ 13,133 |
| PERS-CITY PORTION | \$ 44,543 | \$ | 33,250 | | | \$ 11,293 |
| FICA | \$ 28,951 | \$ | 19,495 | | | \$ 9,456 |
| TEMPORARY STAFFING | \$ 25,000 | \$ | 13,097 | | \$ 651 | \$ 11,252 |
| STAND-BY PAY | \$ 19,000 | \$ | 13,297 | | | \$ 5,703 |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/27/2015

| | Budget | Previous Warrant Registers | | 2015-04-10 | | 2015-04-16 | | Remaining Budget |
|---------------------------|-----------|----------------------------|------------|------------|--|------------|--|------------------|
| | | | | | | | | |
| OPERATING SUPPLIES | \$ 15,045 | \$ 5,756 | | | | | | \$ 9,289 |
| OVERTIME | \$ 13,200 | \$ 10,777 | | | | | | \$ 2,423 |
| OTHER SERVICES & CHARGES | \$ 8,400 | | \$ 1,677 | | | | | \$ 6,723 |
| UNEMPLOYMENT INSURANCE | \$ 7,765 | \$ 1,892 | | | | | | \$ 5,873 |
| WORKER'S COMP INSURANCE | \$ 6,532 | \$ 6,528 | | | | | | \$ 4 |
| EQUIPMENT | \$ 5,600 | | | | | | | \$ 5,600 |
| UTILITIES-TELEPHONE | \$ 4,000 | \$ 816 | \$ 64 | | | | | \$ 3,120 |
| SECURITY & ALARM | \$ 4,000 | \$ 2,717 | \$ 294 | | | | | \$ 989 |
| UTILITIES-WATER | \$ 3,500 | \$ 2,160 | | \$ 264 | | | | \$ 1,076 |
| FEES & LICENSES | \$ 2,375 | \$ 1,537 | | | | | | \$ 838 |
| TRAVEL, TRAINING, MEETING | \$ 1,980 | \$ 1,980 | | | | | | \$ - |
| SMALL TOOLS/NON-CAPITAL | \$ 1,400 | \$ 747 | | | | | | \$ 653 |
| RENT-EQUIPMENT | \$ 1,000 | | | | | | | \$ 1,000 |
| MEMBERSHIP DUES | \$ 800 | \$ 539 | | | | | | \$ 261 |
| LIFE INSURANCE | \$ 649 | \$ 501 | | | | | | \$ 148 |
| INTEREST PMT-CITY LOAN | \$ 635 | | | | | | | \$ 635 |
| AUTO ALLOWANCE | \$ 600 | \$ 290 | | | | | | \$ 310 |
| CELL PHONE ALLOWANCE | \$ 400 | \$ 61 | | | | | | \$ 339 |
| Revenue | | | \$ 6,954 | | | | | |
| Asset | | | \$ 10,122 | \$ 643 | | | | |
| Liability | | | \$ 11,556 | \$ 4,191 | | | | |
| Fund Balance | | | | | | | | |
| Grand Total | | | \$ 704,360 | \$ 73,595 | | | | |

PREPARED 04/16/2015, 10:42:29
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 04/03/2015 TO 04/16/2015

AGE 1

BANK CODE 00

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|--------------------|--------------|--------------------------------|----------------|--------|----------|------------|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT | |
| 04/10/2015 | 86497 | AMERICAN MESSAGING | 1759 | | | | 63.76 |
| 601-5060-436.27-04 | 04/01/2015 | APR-JUN 2015 SVCS/HOLSTER | L1252241PD | 150085 | 10/2015 | | 63.76 |
| 04/10/2015 | 86498 | ATKINS NORTH AMERICA, INC. | 2455 | | | | 1,540.03 |
| 201-5015-531.20-06 | 03/21/2015 | FEB 2015 SLSURRY SEAL PRO | 1809732 | 150103 | 08/2015 | | 1,010.00 |
| 402-5000-532.20-06 | 02/28/2015 | JAN 2015 PLAN CHECK SRVCS | 1808293 | F15163 | 08/2015 | | 530.03 |
| 04/10/2015 | 86499 | AZTEC LANDSCAPING INC | 310 | | | | 2,339.30 |
| 101-5010-431.21-04 | 03/31/2015 | MAR 2015 | 0027444-IN | 150079 | 09/2015 | | 1,499.00 |
| 101-5010-431.21-04 | 03/31/2015 | 9TH/10TH ST MEDIANS ROTAT | 13817L-IN | 150080 | 09/2015 | | 840.30 |
| 04/10/2015 | 86500 | BLUE PACIFIC ENGINEERING & CON | 2604 | | | | 84,884.31 |
| 601-5060-536.20-06 | 03/20/2015 | MICROTUNNELING MAIN LINE | 3 | 150496 | 09/2015 | | 84,884.31 |
| 04/10/2015 | 86501 | CALI GLASS & WINDOWS | 2584 | | | | 151.00 |
| 101-3040-424.20-06 | 03/18/2015 | GLASS COUNTERTOP COMMUNIT | 3182015-13 | F15155 | 09/2015 | | 151.00 |
| 04/10/2015 | 86502 | CALIF ELECTRIC SUPPLY | 609 | | | | 837.36 |
| 101-6040-454.30-02 | 03/18/2015 | LIGHT BULBS | 1069-689262 | 150022 | 09/2015 | | 60.48 |
| 101-6040-454.30-02 | 03/19/2015 | BEGA LIGHT FIXTURES | 1069-689022 | 150022 | 09/2015 | | 636.65 |
| 101-6040-454.30-02 | 03/24/2015 | LIGHT FIXTURE HOUSING | 1069-689426 | 150022 | 09/2015 | | 97.03 |
| 101-6040-454.30-02 | 03/26/2015 | 5AMP FUSES | 1069-689763 | 150022 | 09/2015 | | 43.20 |
| 04/10/2015 | 86503 | CALIFORNIA STATE DISBURSEMENT | 2650 | | | | 355.84 |
| 101-0000-209.01-07 | 04/09/2015 | PR AP PPE 4/02/15 | 20150409 | | 10/2015 | | 355.84 |
| 04/10/2015 | 86504 | CORELOGIC SOLUTIONS, LLC | 2657 | | | | 186.50 |
| 101-1210-413.21-04 | 03/31/2015 | MAR 2015 DATA SERVICES | 81434422 | 150568 | 09/2015 | | 14.00 |
| 101-3020-422.21-04 | 03/31/2015 | MAR 2015 DATA SERVICES | 81434422 | 150568 | 09/2015 | | 9.00 |
| 101-3040-424.21-04 | 03/31/2015 | MAR 2015 DATA SERVICES | 81434422 | 150568 | 09/2015 | | 156.00 |
| 101-5050-435.21-04 | 03/31/2015 | MAR 2015 DATA SERVICES | 81434422 | 150568 | 09/2015 | | 7.50 |
| 04/10/2015 | 86505 | COX COMMUNICATIONS | 1073 | | | | 1,000.00 |
| 503-1923-419.21-04 | 03/27/2015 | 03/25-04/24 3110039780701 | 04-15-2015 | 150087 | 09/2015 | | 1,000.00 |
| 04/10/2015 | 86506 | DAMION NOWAK | 2612 | | | | 168.00 |
| 101-3040-424.28-04 | 03/19/2015 | REIMBURSE CERTIFICATION | 0017-9252-4223 | | 09/2015 | | 168.00 |
| 04/10/2015 | 86507 | DIVISION OF THE STATE ARCHITEC | 2505 | | | | 195.30 |
| 101-0000-371.83-09 | 03/31/2015 | JAN-MAR 2015 FEES COLLECT | 03-31-2015 | | 09/2015 | | 651.00 |
| 101-0000-371.83-03 | 03/31/2015 | JAN-MAR 2015 FEES COLLECT | 03-31-2015 | | 09/2015 | | 455.70- |
| 04/10/2015 | 86508 | EYE/COMM | 1891 | | | | 1,677.17 |
| 601-5060-436.29-04 | 04/01/2015 | POSTAGE-SEWER RATE INCR | 39964 | | 10/2015 | | 1,677.17 |
| 04/10/2015 | 86509 | FIDELITY SECURITY LIFE INSURAN | 2476 | | | | 276.98 |
| 101-0000-209.01-18 | 04/09/2015 | PR AP PPE 4/02/15 | 2749748 | | 10/2015 | | 138.78 |
| 101-0000-209.01-18 | 04/01/2015 | APR 2015 VISION COVERAGE | 2749748 | | 10/2015 | | 138.20 |
| 04/10/2015 | 86510 | GEOCON INC. | 2206 | | | | 405.00 |
| 303-1250-413.20-06 | 03/19/2015 | FEB 2015 SOIL EVAL FOR BR | 1502224 | F15158 | 09/2015 | | 405.00 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | | CHECK AMOUNT |
|--------------------|--------------|--------------------------------|--------------|--------|----------|-----|--------|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN | AMOUNT | |
| 04/10/2015 | 86511 | I B FIREFIGHTERS ASSOCIATION | 214 | | | | | 450.00 |
| 101-0000-209.01-08 | 04/09/2015 | PAYROLL AP PPE 4/02/15 | 20150409 | | 10/2015 | | | 450.00 |
| 04/10/2015 | 86512 | ICMA RETIREMENT TRUST 457 | 242 | | | | | 7,070.71 |
| 101-0000-209.01-10 | 04/09/2015 | PAYROLL AP PPE 4/02/15 | 101952908 | | 10/2015 | | | 7,070.71 |
| 04/10/2015 | 86513 | JETER SYSTEMS | 483 | | | | | 42.88 |
| 101-1230-413.30-02 | 01/05/2015 | LABEL PROTECTORS | 2270126 | F15157 | 07/2015 | | | 42.88 |
| 04/10/2015 | 86514 | KEYSER MARSTON ASSOC INC | 620 | | | | | 6,249.73 |
| 402-5000-532.20-06 | 03/05/2015 | JAN 2015 BIKEWAY VILLAGE | 0028106 | F15159 | 09/2015 | | | 6,249.73 |
| 04/10/2015 | 86515 | KIM A MIKHAEL | 1680 | | | | | 270.00 |
| 101-1230-413.20-06 | 02/10/2015 | 02/25/15 ADMIN CITE HRNGS | 02-10-2015 | 150651 | 08/2015 | | | 270.00 |
| 04/10/2015 | 86516 | KOA CORPORATION | 611 | | | | | 4,039.12 |
| 101-5010-531.20-06 | 02/28/2015 | FEB 2015 13TH ST BIKEWAY | JB32017X10 | 150553 | 08/2015 | | | 2,724.69 |
| 201-5000-532.20-06 | 02/28/2015 | FEB 2015 13TH ST BIKEWAY | JB32017X10 | 150553 | 08/2015 | | | 302.74 |
| 401-1230-413.20-06 | 01/31/2015 | FEB 2015 PALM CORRIDOR SI | JB14106X21-2 | F15164 | 07/2015 | | | 1,011.69 |
| 04/10/2015 | 86517 | MAHONNA HARRELL | 1 | | | | | 500.00 |
| 502-1922-419.28-17 | 04/02/2015 | RELEASE OF CLAIM 03/02/15 | 04-02-2015 | | 09/2015 | | | 500.00 |
| 04/10/2015 | 86518 | NOLTE ASSOCIATES, INC. | 2600 | | | | | 44,029.10 |
| 401-5020-532.20-06 | 03/04/2015 | JAN 2015 ELM AVE IMPRVMNT | 15020490B | 150654 | 07/2015 | | | 10,367.10 |
| 401-5020-532.20-06 | 04/01/2015 | FEB 2015 ELM AVE IMPRVMNT | 15030446 | 150654 | 07/2015 | | | 22,802.00 |
| 303-1250-413.20-06 | 03/03/2015 | JAN 2015 CIVIL PLAN CHECK | 15020463 | F15160 | 09/2015 | | | 5,697.00 |
| 303-1250-413.20-06 | 03/03/2015 | JAN 2015 BREAKWATER SWPPP | 15020462 | F15161 | 09/2015 | | | 870.00 |
| 303-1250-413.20-06 | 03/03/2015 | JAN 2015 BREAKWATER SWPPP | 15020461 | F15162 | 09/2015 | | | 4,293.00 |
| 04/10/2015 | 86519 | PROJECT DESIGN CONSULTANT | 65 | | | | | 11,216.18 |
| 401-1230-413.20-06 | 04/03/2015 | MAR 2015 PALM AVE COMMERC | 85680 | 140823 | 09/2015 | | | 11,216.18 |
| 04/10/2015 | 86520 | PROTECTION ONE ALARM MONITORIN | 69 | | | | | 293.50 |
| 601-5060-436.20-23 | 03/19/2015 | APR 2015 | 102453374 | 150090 | 10/2015 | | | 293.50 |
| 04/10/2015 | 86521 | SAN DIEGO COUNTY | 2646 | | | | | 2.00 |
| 101-1230-413.21-04 | 03/05/2015 | FEB 2015 ELECTRONIC MAPS | 201501601 | F15156 | 09/2015 | | | 2.00 |
| 04/10/2015 | 86522 | SAN DIEGO COUNTY SHERIFF | 882 | | | | | 506,981.47 |
| 101-3010-421.20-06 | 03/25/2015 | FEB 2015 LAW ENF SERVICES | 03-25-2015 | | 08/2015 | | | 500,071.31 |
| 101-0000-338.60-03 | 03/25/2015 | FEB 2015 TOW FEE CREDIT | 03-25-2015 | | 08/2015 | | | 1,423.17- |
| 212-0000-336.40-02 | 03/25/2015 | FEB 2015 COPPS PROG | 03-25-2015 | | 08/2015 | | | 8,333.33 |
| 04/10/2015 | 86523 | SDGE | 289 | | | | | 6,854.17 |
| 101-5010-431.27-01 | 04/02/2015 | 0646 753 1938 03/02-03/31 | 04-17-2015 | | 09/2015 | | | 7.60 |
| 101-5010-431.27-01 | 04/02/2015 | 1694 230 1484 03/02-03/31 | 04-17-2015 | | 09/2015 | | | 12.83 |
| 101-5010-431.27-01 | 03/31/2015 | 1912 409 2723 02/26-03/27 | 04-15-2015 | | 09/2015 | | | 7.80 |
| 101-6010-451.27-01 | 04/03/2015 | 2081 689 7619 03/03-04/01 | 04-18-2015 | | 09/2015 | | | 473.31 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | INVOICE | PO # | PER/YEAR | CHECK AMOUNT |
|--------------------|--------------|---------------------------|---------------------------|-----|------|-------------|---------------|---------|-----------|--------------|
| ACCOUNT # | | TRN DATE | DESCRIPTION | | | | | | | TRN AMOUNT |
| 101-5010-431.27-01 | | 04/02/2015 | 3062 | 843 | 3719 | 03/02-03/31 | 04-17-2015 | 09/2015 | 10.20 | |
| 101-5010-431.27-01 | | 04/02/2015 | 3448 | 930 | 9646 | 03/02-03/31 | 04-17-2015 | 09/2015 | 7.60 | |
| 101-5010-431.27-01 | | 04/02/2015 | 5153 | 272 | 6717 | 03/02-03/31 | 04-17-2015 | 09/2015 | 12.01 | |
| 101-5010-431.27-01 | | 03/31/2015 | 5280 | 340 | 6641 | 02/26-03/27 | 04-15-2015 | 09/2015 | 79.27 | |
| 101-5010-431.27-01 | | 03/31/2015 | 5576 | 188 | 0541 | 02/26-03/27 | 04-15-2015 | 09/2015 | 7.60 | |
| 601-5060-436.27-01 | | 04/01/2015 | 8773 | 823 | 6424 | 03/01-03/30 | 04-16-2015 | 09/2015 | 1,039.63 | |
| 101-5010-431.27-01 | | 04/02/2015 | 9476 | 001 | 6989 | 03/02-03/31 | 04-17-2015 | 09/2015 | 475.32 | |
| 101-6020-452.27-01 | | 04/03/2015 | 0175 | 275 | 3776 | 03/03-04/01 | 04-18-2015 | 09/2015 | 371.47 | |
| 101-5010-431.27-01 | | 04/03/2015 | 0824 | 329 | 2041 | 03/03-04/01 | 04-18-2015 | 09/2015 | 207.57 | |
| 101-6020-452.27-01 | | 04/03/2015 | 2081 | 689 | 1273 | 03/03-04/01 | 04-18-2015 | 09/2015 | 545.11 | |
| 101-6010-451.27-01 | | 04/03/2015 | 2081 | 692 | 3399 | 03/03-04/01 | 04-18-2015 | 09/2015 | 12.41 | |
| 101-6020-452.27-01 | | 04/03/2015 | 2083 | 847 | 9032 | 03/03-04/01 | 04-18-2015 | 09/2015 | 71.19 | |
| 101-5010-431.27-01 | | 04/01/2015 | 2741 | 969 | 9359 | 02/28-03/31 | 04-16-2015 | 09/2015 | 174.81 | |
| 215-6026-452.27-01 | | 04/01/2015 | 2819 | 871 | 6315 | 02/28-03/31 | 04-16-2015 | 09/2015 | 2,105.05 | |
| 101-6010-451.27-01 | | 04/03/2015 | 3206 | 700 | 9265 | 03/03-04/01 | 04-18-2015 | 09/2015 | 88.00 | |
| 101-6020-452.27-01 | | 04/03/2015 | 5456 | 692 | 8951 | 03/03-04/01 | 04-18-2015 | 09/2015 | 28.65 | |
| 101-6020-452.27-01 | | 04/03/2015 | 6921 | 003 | 2109 | 03/03-04/01 | 04-18-2015 | 09/2015 | 488.91 | |
| 101-5010-431.27-01 | | 04/03/2015 | 7706 | 795 | 7872 | 03/03-04/01 | 04-18-2015 | 09/2015 | 9.80 | |
| 101-6020-452.27-01 | | 04/03/2015 | 9327 | 898 | 1346 | 03/03-04/01 | 04-18-2015 | 09/2015 | 513.55 | |
| 101-6010-451.27-01 | | 04/03/2015 | 9956 | 693 | 6272 | 03/03-04/01 | 04-18-2015 | 09/2015 | 104.48 | |
| 04/10/2015 | 86524 | SEIU LOCAL 221 | | | 1821 | | | | 1,401.39 | |
| 101-0000-209.01-08 | | 04/09/2015 | PAYROLL AP PPE 4/02/15 | | | | 20150409 | | 10/2015 | 1,401.39 |
| 04/10/2015 | 86525 | SPRINT | | | 2040 | | | | 149.97 | |
| 101-3020-422.27-05 | | 03/29/2015 | 02/26/15-03/25/15 | | | | 594768811-088 | 150194 | 09/2015 | 149.97 |
| 04/10/2015 | 86526 | STATE OF CALIFORNIA | | | 2663 | | | | 409.05 | |
| 101-0000-209.01-07 | | 04/09/2015 | PR AP PPE 4/02/15 | | | | 20150409 | | 10/2015 | 409.05 |
| 04/10/2015 | 86527 | TRANSWORLD SYSTEMS INC. | | | 2160 | | | | 536.24 | |
| 101-1210-413.20-27 | | 03/31/2015 | MAR 2015 COLLECTION FEES | | | | 1108505 | | 09/2015 | 687.49 |
| 101-0000-321.72-10 | | 03/31/2015 | MAR 2015 COLLECTION FEES | | | | 1108505 | | 09/2015 | 60.00- |
| 101-0000-323.71-03 | | 03/31/2015 | MAR 2015 COLLECTION FEES | | | | 1108505 | | 09/2015 | 60.00- |
| 101-0000-344.76-03 | | 03/31/2015 | MAR 2015 COLLECTION FEES | | | | 1108505 | | 09/2015 | 30.25- |
| 101-0000-371.83-09 | | 03/31/2015 | MAR 2015 COLLECTION FEES | | | | 1108505 | | 09/2015 | 1.00- |
| 04/10/2015 | 86528 | TRISTAR RISK MANAGEMENT | | | 2617 | | | | 10,121.90 | |
| 502-0000-106.03-00 | | 03/04/2015 | FEB 2015 LOSS REPLNISHMNT | | | | 95638 | | 08/2015 | 5,862.71 |
| 502-0000-106.03-00 | | 04/03/2015 | MAR 2015 LOSS REPLNISHMNT | | | | 95834 | | 09/2015 | 4,259.19 |
| 04/10/2015 | 86529 | UNDERGROUND SERVICE ALERT | | | 731 | | | | 87.00 | |
| 601-5060-436.21-04 | | 04/01/2015 | MAR 2015 | | | | 320150327 | 150089 | 09/2015 | 87.00 |
| 04/10/2015 | 86530 | URS CORPORATION | | | 2550 | | | | 6,724.00 | |
| 101-5050-540.20-06 | | 03/16/2015 | FEB 2015 WQIP TJ RIVER | | | | 6204276 | 150277 | 09/2015 | 6,724.00 |
| 04/10/2015 | 86531 | US BANK | | | 2458 | | | | 1,592.08 | |
| 101-0000-209.01-20 | | 04/09/2015 | PR AP PPE 4/02/15 | | | | 20150409 | | 10/2015 | 1,592.08 |
| 04/10/2015 | 86532 | WAXIE SANITARY SUPPLY | | | 802 | | | | 1,258.93 | |
| 101-6040-454.30-02 | | 03/17/2015 | JANITORIAL SUPPLIES | | | | 75158141 | 150011 | 09/2015 | 592.47 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|--------------------|--------------|-------------------------------|------------|------------|----------|------------|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT | |
| 101-6040-454.30-02 | 03/24/2015 | JANITORIAL SUPPLIES | 75171406 | 150011 | 09/2015 | 666.46 | |
| 04/16/2015 | 86533 | ACACIA LANDSCAPE, CO. | 1942 | | | 5,475.00 | |
| 101-6020-452.21-04 | 04/01/2015 | MAR 2015 | 5176 | 150173 | 10/2015 | 2,975.00 | |
| 101-6020-452.30-02 | 04/01/2015 | MAR 2015 | 5176 | 150173 | 10/2015 | 2,500.00 | |
| 04/16/2015 | 86534 | ASBURY ENVIRONMENTAL SERVICES | 277 | | | 724.65 | |
| 101-5040-434.21-04 | 03/31/2015 | HHW RECYCLING | 130488293 | 150003 | 09/2015 | 724.65 | |
| 04/16/2015 | 86535 | ATEL COMMUNICATIONS, INC. | 2355 | | | 300.00 | |
| 101-1920-419.30-02 | 04/03/2015 | APR/MAY 2015 | 40773 | 150506 | 10/2015 | 300.00 | |
| 04/16/2015 | 86536 | BAY CITY ELECTRIC WORKS | 369 | | | 456.25 | |
| 101-1910-419.21-04 | 03/19/2015 | MAR 2015 | W139388 | 150097 | 09/2015 | 456.25 | |
| 04/16/2015 | 86537 | BDS ENGINEERING INC | 372 | | | 897.50 | |
| 201-5000-532.20-06 | 03/25/2015 | MAR 2015 DELAWARE ST IMPR | 08-41I | 150278 | 09/2015 | 897.50 | |
| 04/16/2015 | 86538 | CALIFORNIA AMERICAN WATER | 612 | | | 3,228.59 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019482014 | MAR 15 | 04-24-2015 | 09/2015 | 142.99 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019278895 | MAR 15 | 04-24-2015 | 09/2015 | 22.28 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019279782 | MAR 15 | 04-24-2015 | 09/2015 | 22.28 | |
| 101-5010-431.27-02 | 04/03/2015 | 1015-210019357057 | MAR 15 | 04-27-2015 | 09/2015 | 16.68 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019481684 | MAR 15 | 04-24-2015 | 09/2015 | 22.28 | |
| 101-6040-454.27-02 | 04/02/2015 | 1015-210019027905 | MAR 15 | 04-24-2015 | 09/2015 | 238.18 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019359015 | MAR 15 | 04-24-2015 | 09/2015 | 22.28 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019360534 | MAR 15 | 04-24-2015 | 09/2015 | 33.48 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019278093 | MAR 15 | 04-24-2015 | 09/2015 | 55.88 | |
| 101-3030-423.27-02 | 04/02/2015 | 1015-210019276868 | MAR 15 | 04-24-2015 | 09/2015 | 100.57 | |
| 101-5010-431.27-02 | 04/02/2015 | 1015-210019600799 | MAR 15 | 04-24-2015 | 09/2015 | 313.51 | |
| 101-6020-452.27-02 | 04/09/2015 | 1015-210019748080 | MAR 15 | 05-01-2015 | 09/2015 | 12.28 | |
| 101-6020-452.27-02 | 04/09/2015 | 1015-210019748332 | MAR 15 | 05-01-2015 | 09/2015 | 12.28 | |
| 101-6020-452.27-02 | 04/09/2015 | 1015-210019749625 | MAR 15 | 05-01-2015 | 09/2015 | 12.28 | |
| 101-6020-452.27-02 | 04/09/2015 | 1015-210019749687 | MAR 15 | 05-01-2015 | 09/2015 | 23.47 | |
| 101-5010-431.27-02 | 04/06/2015 | 1015-210018811916 | MAR 15 | 04-28-2015 | 09/2015 | 33.37 | |
| 101-6020-452.27-02 | 04/10/2015 | 1015-210020440898 | MAR 15 | 05-04-2015 | 09/2015 | 512.61 | |
| 601-5060-436.27-02 | 04/09/2015 | 1015-210018820255 | MAR 15 | 05-01-2015 | 09/2015 | 6.68 | |
| 601-5060-436.27-02 | 04/09/2015 | 1015-210019512885 | MAR 15 | 05-01-2015 | 09/2015 | 257.43 | |
| 101-5010-431.27-02 | 04/08/2015 | 1015-210019179080 | MAR 15 | 04-30-2015 | 09/2015 | 862.35 | |
| 101-5020-432.27-02 | 04/08/2015 | 1015-210019058534 | MAR 15 | 04-30-2015 | 09/2015 | 167.77 | |
| 101-6020-452.27-02 | 04/08/2015 | 1015-210019176128 | MAR 15 | 04-30-2015 | 09/2015 | 12.28 | |
| 101-6020-452.27-02 | 04/08/2015 | 1015-210019176067 | MAR 15 | 04-30-2015 | 09/2015 | 260.58 | |
| 101-1910-419.27-02 | 04/07/2015 | 1015-210020154739 | MAR 15 | 04-29-2015 | 09/2015 | 39.09 | |
| 101-3030-423.27-02 | 04/07/2015 | 1015-210020153385 | MAR 15 | 04-29-2015 | 09/2015 | 25.71 | |
| 04/16/2015 | 86539 | CHRISTINE CHARGUALAF | 2 | | | 63.00 | |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #62536 | PT #62536 | | 10/2015 | 63.00 | |
| 04/16/2015 | 86540 | CLEAN HARBORS | 913 | | | 1,035.00 | |
| 101-5040-434.21-04 | 04/03/2015 | MAR 2015 | 1000881981 | 150023 | 09/2015 | 1,035.00 | |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|--------------------|--------------|---------------------------|---------------|-------------|----------------|------------|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT | |
| 04/16/2015 | 86541 | COX COMMUNICATIONS | 1073 | | | | 267.62 |
| 503-1923-419.29-04 | 04/01/2015 | 04/01-04/30 | 3110015533201 | 04-22-2015 | 150087 10/2015 | | 37.62 |
| 101-5050-435.21-04 | 04/05/2015 | 04/04-05/03 | 3110091187001 | 04-25-2015 | 150087 10/2015 | | 230.00 |
| 04/16/2015 | 86542 | D.A.R. CONTRACTORS | 1122 | | | | 347.00 |
| 101-3050-425.20-06 | 04/02/2015 | MAR 2015 | | 031501229 | 150195 09/2015 | | 347.00 |
| 04/16/2015 | 86543 | ELITE SHOW SERVICES, INC. | 1213 | | | | 10,467.13 |
| 601-5060-536.20-06 | 01/31/2015 | 01/27-01/31/15 | SECURITY | 237427 | | 07/2015 | 1,332.75 |
| 601-5060-536.20-06 | 03/31/2015 | 03/01-03/31/15 | SECURITY | 237428 | | 09/2015 | 9,134.38 |
| 04/16/2015 | 86544 | FEDERAL EXPRESS CORP. | 911 | | | | 22.94 |
| 101-1130-412.28-09 | 04/10/2015 | 04/02/2015 | IMPA-HR | 2-997-13143 | 150114 10/2015 | | 22.94 |
| 04/16/2015 | 86545 | GEOCON INC. | 2206 | | | | 9,140.00 |
| 601-5060-536.20-06 | 04/08/2015 | 02/23-03/22/15 | SR75/RAINB | 1503102 | 150206 09/2015 | | 7,820.00 |
| 601-5060-536.20-06 | 04/08/2015 | 02/23-03/22/15 | MAIN LINE | 1503103 | 150206 09/2015 | | 1,320.00 |
| 04/16/2015 | 86546 | GIA HANRAHAN | 2 | | | | 63.00 |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #68927 | | PT #68927 | | 10/2015 | 63.00 |
| 04/16/2015 | 86547 | GO-STAFF, INC. | 2031 | | | | 3,136.35 |
| 101-1210-413.21-01 | 03/31/2015 | W/E 03/29/15 | FERGUSON,N | 140830 | 150072 09/2015 | | 989.25 |
| 503-1923-419.21-01 | 03/24/2015 | W/E 03/22/15 | PIEDRA,M | 140452 | 150108 09/2015 | | 448.00 |
| 601-5060-436.21-01 | 03/31/2015 | W/E 03/29/15 | SANCHEZ,J | 140832 | 150279 09/2015 | | 216.96 |
| 503-1923-419.21-01 | 03/31/2015 | W/E 03/29/15 | PIEDRA,M | 140831 | 150108 09/2015 | | 448.00 |
| 101-1210-413.21-01 | 04/07/2015 | W/E 04/05/15 | FERGUSON,N | 141214 | 150072 10/2015 | | 600.22 |
| 601-5060-436.21-01 | 04/07/2015 | W/E 04/05/15 | GADAGA,C | 141215 | 150279 10/2015 | | 433.92 |
| 04/16/2015 | 86548 | GRAINGER | 1051 | | | | 425.76 |
| 101-1910-419.30-02 | 03/23/2015 | HID BAL | | 9697688647 | 150007 09/2015 | | 97.41 |
| 101-6040-454.30-02 | 03/24/2015 | PADLOCKS | | 9698257277 | 150007 09/2015 | | 85.54 |
| 101-1910-419.30-02 | 03/25/2015 | LENS CLEAR | | 9699190626 | 150007 09/2015 | | 101.63 |
| 101-1910-419.30-02 | 03/26/2015 | CHAIN OIL LUBRICANT | | 9700257240 | 150007 09/2015 | | 20.22 |
| 101-1910-419.30-02 | 03/26/2015 | ELECTRONIC BALLAST | | 9700257257 | 150007 09/2015 | | 120.96 |
| 04/16/2015 | 86549 | IB PRINTING | 2239 | | | | 228.42 |
| 101-1010-411.30-02 | 04/15/2015 | MAYOR'S STATIONARY | | 1-3131 | | 10/2015 | 228.42 |
| 04/16/2015 | 86550 | JOHN D OR WENDY J MORRIS | 2 | | | | 116.00 |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #48694 | | PT #48694 | | 10/2015 | 116.00 |
| 04/16/2015 | 86551 | JOHN DEERE LANDSCAPES | 1986 | | | | 146.13 |
| 101-6020-452.30-02 | 03/27/2015 | SPRAY HEADS/NOZZLES | | 71100014 | 150025 09/2015 | | 146.13 |
| 04/16/2015 | 86552 | JOSE BRISENO | 2 | | | | 116.00 |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #63576 | | PT #63576 | | 10/2015 | 116.00 |
| 04/16/2015 | 86553 | L. N. CURTIS & SONS | 687 | | | | 388.00 |
| 101-3020-422.28-01 | 03/26/2015 | HURST POWER UNIT SERVICE | | 6231255-00 | F15168 09/2015 | | 388.00 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|--------------------|--------------|---------------------------|------------|--------|----------|-----|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN | AMOUNT |
| 04/16/2015 | 86554 | LLOYD PEST CONTROL | 814 | | | | 325.00 |
| 101-1910-419.20-22 | 03/12/2015 | MAR 2015 CITY HALL | 4636071 | 150074 | 09/2015 | | 36.00 |
| 101-1910-419.20-22 | 03/12/2015 | MAR 2015 FIRE DEPT | 4636072 | 150074 | 09/2015 | | 36.00 |
| 101-1910-419.20-22 | 03/12/2015 | MAR 2015 SHERIFF DEPT | 4636236 | 150074 | 09/2015 | | 36.00 |
| 101-1910-419.20-22 | 03/13/2015 | MAR 2015 PUBLIC WORKS | 4622214 | 150074 | 09/2015 | | 53.00 |
| 101-1910-419.20-22 | 03/13/2015 | MAR 2015 MV CENTER | 4636296 | 150074 | 09/2015 | | 53.00 |
| 101-1910-419.20-22 | 03/16/2015 | MAR 2015 SPORTS PARK | 4620638 | 150074 | 09/2015 | | 51.00 |
| 101-1910-419.20-22 | 03/23/2015 | MAR 2015 DEMPSEY CTR | 4622458 | 150074 | 09/2015 | | 60.00 |
| 04/16/2015 | 86555 | LUCINA OR CESAR MONGE | 2 | | | | 53.00 |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #63997 | PT #63997 | | 10/2015 | | 53.00 |
| 04/16/2015 | 86556 | MASON'S SAW & LAWNMOWER | 923 | | | | 131.06 |
| 101-5010-431.30-02 | 04/08/2015 | CHAIN LOOP CUTTING CHAINS | 372762 | 150024 | 10/2015 | | 131.06 |
| 04/16/2015 | 86557 | NEFTALY FIGUEROA | 2 | | | | 116.00 |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #63428 | PT #63428 | | 10/2015 | | 116.00 |
| 04/16/2015 | 86558 | PITNEY BOWES INC | 271 | | | | 243.24 |
| 101-1210-413.30-02 | 04/02/2015 | POSTAGE MACHINE INK/SEALA | 5502700873 | F15169 | 10/2015 | | 243.24 |
| 04/16/2015 | 86559 | PITNEY BOWES | 1369 | | | | 2,519.99 |
| 101-1920-419.28-09 | 04/06/2015 | POSTAGE MACHINE REFILL | 05-03-2015 | 150335 | 10/2015 | | 2,519.99 |
| 04/16/2015 | 86560 | RICOH USA, INC. | 2392 | | | | 1,935.40 |
| 101-1210-413.20-17 | 04/03/2015 | APR 2015 | 94474922 | 150109 | 10/2015 | | 1,382.42 |
| 101-3020-422.20-17 | 04/03/2015 | APR 2015 | 94474922 | 150109 | 10/2015 | | 276.49 |
| 101-3030-423.20-17 | 04/03/2015 | APR 2015 | 94474922 | 150109 | 10/2015 | | 276.49 |
| 04/16/2015 | 86561 | ROBERT KARL BRADLEY | 4 | | | | 4,191.00 |
| 101-0000-221.01-05 | 04/14/2015 | BOND RFND-607 THORN ST | TEP 15-23 | | 10/2015 | | 4,191.00 |
| 04/16/2015 | 86562 | ROBERT PABLO | 2 | | | | 116.00 |
| 101-0000-121.00-00 | 04/09/2015 | OVERPYMT PT #66969 | PT #66969 | | 10/2015 | | 116.00 |
| 04/16/2015 | 86563 | SAN DIEGO GAS & ELECTRIC | 1399 | | | | 19,013.56 |
| 101-3020-422.27-01 | 04/08/2015 | 1008 786 9371 03/02-03/31 | 04-24-2015 | | 09/2015 | | 51.15 |
| 101-1910-419.27-01 | 04/08/2015 | 1008 786 9371 03/02-03/31 | 04-24-2015 | | 09/2015 | | 172.10 |
| 101-5010-431.27-01 | 04/08/2015 | 1008 860 4389 02/26-03/27 | 04-24-2015 | | 09/2015 | | 566.15 |
| 101-3020-422.27-01 | 04/08/2015 | 1980 769 7764 03/01-03/30 | 04-24-2015 | | 09/2015 | | 3,470.57 |
| 601-5060-436.27-01 | 04/08/2015 | 5263 521 9238 02/26-03/27 | 04-24-2015 | | 09/2015 | | 10.00 |
| 101-6020-452.27-01 | 04/08/2015 | 5649 771 4749 03/03-04/01 | 04-24-2015 | | 09/2015 | | 7.40 |
| 101-5010-431.27-01 | 04/08/2015 | 5649 771 4749 02/28-04/01 | 04-24-2015 | | 09/2015 | | 8,459.75 |
| 101-5010-431.27-01 | 04/08/2015 | 8507 517 8464 02/28-04/01 | 04-24-2015 | | 09/2015 | | 122.70 |
| 601-5060-436.27-01 | 04/08/2015 | 8507 517 8464 03/03-04/01 | 04-24-2015 | | 09/2015 | | 102.05 |
| 101-6020-452.27-01 | 04/08/2015 | 8507 517 8464 03/01-04/01 | 04-24-2015 | | 09/2015 | | 991.84 |
| 601-5060-436.27-01 | 04/08/2015 | 8541 770 1270 03/01-04/01 | 04-24-2015 | | 09/2015 | | 3,823.29 |
| 101-5020-432.27-01 | 04/08/2015 | 9169 299 2261 02/25-03/26 | 04-24-2015 | | 09/2015 | | 1,236.56 |
| 04/16/2015 | 86564 | SKS INC. | 412 | | | | 3,639.33 |
| 501-1921-419.28-15 | 04/02/2015 | 993 GAL REG/300 GAL DIESE | 1269302-IN | 150041 | 10/2015 | | 3,639.33 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | | CHECK AMOUNT |
|--------------------|--------------|--------------------------------|-----------------|--------|----------|--------------|--|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT | | |
| 04/16/2015 | 86565 | SOUTHWEST SIGNAL SERVICE | 488 | | | | | 160.00 |
| 101-5010-431.21-04 | 03/31/2015 | MAR 2015 MAINTENANCE | 51863 | 150032 | 09/2015 | 160.00 | | |
| 04/16/2015 | 86566 | SPARKLETTS | 2341 | | | | | 24.45 |
| 101-1210-413.30-01 | 04/04/2015 | MAR/APR 2015 | 10552239 040415 | 150193 | 10/2015 | 24.45 | | |
| 04/16/2015 | 86567 | VALLEY INDUSTRIAL SPECIALTIES, | 767 | | | | | 713.04 |
| 101-1910-419.30-02 | 03/24/2015 | CHICAGO ECAST FAUCET | 213269 | 150027 | 09/2015 | 313.58 | | |
| 101-6040-454.30-02 | 04/01/2015 | WASHER/GASKET REPAIR UNIT | 213594 | 150027 | 10/2015 | 399.46 | | |
| 04/16/2015 | 86568 | VORTEX INDUSTRIES, INC. | 786 | | | | | 1,975.26 |
| 504-1924-419.21-04 | 01/26/2015 | CM GLASS DOOR UPGRADE | 11-889172-1 | | 07/2015 | 1,975.26 | | |
| 04/16/2015 | 86569 | WAXIE SANITARY SUPPLY | 802 | | | | | 1,394.25 |
| 101-6040-454.30-02 | 04/03/2015 | JANITORIAL SUPPLIES | 75192934 | 150011 | 10/2015 | 1,394.25 | | |
| DATE RANGE TOTAL * | | | | | | 777,954.89 * | | |



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MAY 6, 2015
ORIGINATING DEPT.: PUBLIC SAFETY *JC*
SUBJECT: ADOPTION OF RESOLUTION NUMBER 2015-7574
AUTHORIZING THE CITY MANAGER TO SIGN A LEASE
AGREEMENT WITH AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC. FOR RENTAL OF CREW
QUARTERS LOCATED WITHIN THE IMPERIAL BEACH FIRE
STATION.

EXECUTIVE SUMMARY:

American Medical Response (AMR) rents space for the ambulance crew and to locate the ambulance in a centralized location for services within Imperial Beach and surrounding communities. This allows for faster response times, 24 hours a day in Imperial Beach and the surrounding communities. Adoption of this resolution will renew this agreement.

RECOMMENDATION:

That the City Council Adopt Resolution Number 201-7574 authorizing the City Manager to sign a Lease Agreement with AMR for rental of ambulance crew living space in the Imperial Beach Fire Station.

RATIONALE:

AMR is the sole authorized ambulance services provider serving the City of Imperial Beach. The crew provides 24 hours a day, year-round service much like the Fire-Rescue Department, and therefore requires living accommodations while on duty. The Imperial Beach Fire Station is centralized and optimal for faster responses throughout the City, and has rooms available. The arrangement is ideal for training and conducting medical operations between the Imperial Beach Fire-Rescue Department and AMR ambulance crews.

OPTIONS:

- Adopt Resolution Number 2015-7574
- Request additional information and an additional report

BACKGROUND:

AMR is the sole authorized Ambulance Services Provider in the City of Imperial Beach and requires living space for ambulance crews on call 24 hours a day, year-round. It is an optimal location for faster responses, efficient coordination, training and operations between the Fire-Rescue Department and AMR ambulance crews..

ANALYSIS:

As it is in the best interest of the City and its citizens to promote faster ambulance services responses and effective cooperation between the City and AMR first responders, leasing the available to rooms to AMR for the ambulance crews is ideal.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Adoption of this resolution will result in revenues to the City of Imperial Beach General Fund of \$32,782 in Fiscal Year 2016, \$33,765 in Fiscal Year 2017 and \$34,778 in Fiscal Year 2018.

Attachments:

1. Resolution No. 2015-7574
2. AMR Tenant Lease

RESOLUTION NO. 2015-7574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES, INC. FOR THE RENTAL OF CREW QUARTERS LOCATED WITHIN THE IMPERIAL BEACH FIRE STATION.

WHEREAS, American Medical Response Ambulance Services, Inc. is the emergency first responder ambulance provider within the City of Imperial Beach; and

WHEREAS, AMR provides said services 24 hours a day, 365 day a year, which requires the crew to have sleeping quarters while on duty; and

WHEREAS, the Imperial Beach Fire-Rescue Department desires optimal response times, and the most effective cooperative training and operating environment with the AMR crews; and

WHEREAS, the Imperial Beach Fire Station has available rooms for the AMR crew to occupy.

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

1. Authorizes the City Manager to sign a Lease Agreement with AMR for rental of space for the ambulance crew
2. Establishes the amount of said rent to be \$2,731.82 in the first year, with consecutive annual 3% increases for the remaining two years of the Agreement

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of May 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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



AMR TENANT LEASE

This Lease is made this July 1, 2014 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, 2014 (the "Commencement Date") and ending on September 30, 2017. 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 \$2,731.82 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.



AMERICAN MEDICAL RESPONSE®

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: _____

Title: _____

LANDLORD

By: _____

Title: _____



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 6, 2015

ORIGINATING DEPT.: PUBLIC SAFETY *AH*

SUBJECT: ADOPTION OF RESOLUTION NUMBER 2015-7573 AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. (AMR) FOR PRE-HOSPITAL EMERGENCY MEDICAL FIRST RESPONDER ADVANCED LIFE SUPPORT (ALS) SERVICES WITHIN THE CITY OF IMPERIAL BEACH.

EXECUTIVE SUMMARY:

American Medical Response Ambulance Service, Inc. (AMR) has provided pre-hospital emergency responder services within the City of Imperial Beach since 1977. This agreement is the companion agreement with the Exclusive Operating Area (EOA) approved by City Council on July 14, 2014, resolution 2014-7505. This agreement establishes the ambulance fees that AMR will charge for transports, including the cost for the Regional Cooperative Care Program (RCCP), and a portion of costs related to maintain the Imperial Beach Fire-Rescue Department's Paramedic Program. The changes are to the rate adjustment and the calculation of the pass-through payment from prospective payments with true-ups at the end of the contract, to being payments in arrears based on the actual collections made so there will be no contractual true-ups. This action also closes out the prior contract with a payment to AMR for \$80,448, of which \$36,136 is to true-up the gap in collections versus estimates and \$44,312 is to return overpayments made to the City for the RCCP.

Fiscal Impact will be a reduction in revenue estimates from \$225,000 to \$85,000 to bring them in line with past actual collection experience and a single payment of \$80,448 to AMR for true-ups and refunding the RCCP overpayment.

RECOMMENDATION:

That the City Council adopt Resolution Number 2015-7573 authorizing the City Manager to sign an agreement between the City of Imperial Beach and AMR for provision of pre-hospital emergency medical first responder advanced life support transport services within the City of Imperial Beach.

RATIONALE:

The City of Imperial Beach is a member of the Exclusive Operating Area that serves Chula Vista, Bonita-Sunnyside and Imperial Beach. This agreement is with American Medical

Response Ambulance Service, Inc. It is a requirement of the EOA that each City negotiates with AMR to determine the rates and services specific to their communities. This action accomplishes the requirements of the agreement to show rates for transports and establishes the billing rates for AMR transports within the City of Imperial Beach.

OPTIONS:

- Adopt Resolution Number 2015-7573
- Request additional information and an additional report

BACKGROUND:

Imperial Beach has participated in the EOA with Chula Vista and Bonita-Sunnyside since 1977. AMR (or one of its predecessor companies) has been the ALS Ambulance Service Provider since the inception. AMR has provided excellent service during this time, and the contract was renewed by the lead agency, the City of Chula Vista. The City of Imperial Beach is now required to establish a direct agreement with AMR, and set the rates for transports within the City.

ANALYSIS:

In the past, the agreement was structured to estimate potential revenue and make regular quarterly payments accordingly, then true up any differences. When the health care system was more predictable, this method could be relied upon to accurately estimate collections. With the many changes to health care services in America, including frequent Medicare rate adjustments and the Affordable Care Act, Public Safety is recommending changing the payment method to be in arrears based upon actual collections so that the City will not have to return any of the monies paid by AMR to account for differences in estimates versus actual collections. Quarterly payments will now be made based on the actual collections as of six months prior to the current quarter. There will be no need to audit the account and true up any differences.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The Fiscal Impact of this action will be a reduction in the estimated annual revenue from \$225,000 to \$85,000 to bring revenues in line with actual experience; and a single payment of \$80,448 from General Fund Reserves.

Attachments:

1. Resolution No. 2015-7573
2. AMR Ambulance Services Agreement

RESOLUTION NO. 2015-7573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES, INC. FOR PROVISION OF PRE-HOSPITAL EMERGENCY MEDICAL FIRST RESPONDER ADVANCED LIFE SUPPORT SERVICES WITHIN THE CITY OF IMPERIAL BEACH.

WHEREAS, the City of Imperial Beach has participated in an Exclusive Operating Area Agreement (EOA) with the City of Chula Vista and the Bonita-Sunnyside Fire District since 1977; and

WHEREAS, American Medical Response Ambulance Services, Inc. (AMR) or one of its predecessor companies has been the chosen Advance Life Support medical transport services to the EOA since the inception; and

WHEREAS, the City of Chula Vista, as the lead agency for the EOA has negotiated renewal of the agreement; and

WHEREAS, the City of Imperial Beach desires to continue the services of AMR, being satisfied with the services rendered; and

WHEREAS, the City of Imperial Beach, after trueing up the transport collections, owes AMR \$80,448 for RCCP overpayments and for over-booked revenue.

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

1. Authorize the City Manager to enter in a new contract with AMR for provision or pre-hospital emergency medical first responder advanced life support services
2. Authorize the Administrative Services Director to remit \$80,448 to AMR from General Fund balance for return of \$44,312 due to overpayments for the RCCP and \$36,136 for over-booked revenue as determined by the trueing up process to close the prior contract

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of May 2015, by the following vote:

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

SERGE DEDINA, 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 AMBULANCE
SERVICE, INC.**

This Pre-Hospital Emergency Medical Services Agreement ("Agreement") is entered into as of January 1, 2015, by and between American Medical Response Ambulance Service, Inc. 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 January 1, 2015
- 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 SOCEMS 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. On a quarterly basis, during the term of this Agreement, CONTRACTOR shall submit to AGENCY financial data showing the payer mix, number of transports, and current collection rate. Quarterly data will be provided on a 6-month lag from last month of each quarter (for example, Jan-Mar 2015 would be provided in Oct 2015). At this time, CONTRACTOR shall pay AGENCY the quarterly compensation payment.

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 January 1, 2015 subject to the terms and limitations herein defined and shall terminate upon the expiration of current SOUTH BAY CONTRACT or the 5th 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 SOUTHBAY 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 either party in its sole and absolute discretion.

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

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 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 General Manager 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:

In the case of AGENCY to:

Name: American Medical Response

Name: City of Imperial Beach

Address: 8808 Balboa Ave.
San Diego CA. 9212

Address: 825 Imperial Beach Blvd
Imperial Beach, CA 91932

Attn: Michael Murphy
With Mandatory Copy To:
American Medical Response, Inc.
Department
6200 S. Syracuse Way, Suite 200
Blvd
Greenwood Village, Colorado 80111
Attention: Legal

Telephone: (858) 492-3514

E-mail: mike_murphy@amr-
ems.com

Attn: Gary Brown, City Manager
With A Copy To:
Imperial Beach Fire
865 Imperial Beach
Imperial Beach, CA 91932
Attn: Chief Tom Clark

Telephone: (619)423-8302

E-mail: gbrown@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

By: _____

Name: _____

Title: _____

Date: _____

American Medical Response
Ambulance Service, Inc.

Signature on file

By: _____

Name: MICHAEL MURPHY

Title: GM - AMR SAN DIEGO

Date: 4/28/15

ADDENDUM "A"
FIRST RESPONDER COMPENSATION

1. Pursuant to Section XI, Contractor will pay Agency the amount of cash collected on the amount charged for First Responder Base Rate, as described below.

There are two base rates. First is the Contractor's Base Rate which is the amount Contractor would charge per transport if there were no first responder services provided. The Contractor's Base Rate is presently \$1,367.18 per transport and may be adjusted by written agreement of the parties. Contractor will bill the Combined Base Rate, which is Contractor's Base Rate plus an amount for first responder services ("First Responder Base Rate"). The First Responder Base Rate is presently \$623.76 per transport and may be adjusted by written agreement of the parties.

To determine the amount collected on the First Responder Base Rate, the first step is to categorize actual trips by payor type. Payors generally fall into two general categories: those that pay according to a set schedule (Medicare/Medicaid/other contracts) and those who pay based on billed charges (insurance companies, managed care organizations, some HMOs, private patients). Since payors who pay according to a schedule pay less than the Contractor's Base Rate in accordance with defined allowable codes, there are no collections on the First Responder Base Rate. The majority of collections obtained on the First Responder Base Rate come from insurance companies, with a smaller portion from private patients.

Once the transports for a given period are categorized, the actual collection rate realized is applied to the First Responder Base Rate. As noted above, the actual collections on the First Responder Base Rate for those who pay according to a set schedule (Medicare/Medical/etc.) is 0%.

The chart below summarizes the calculation. The formula is: $D = A \times B \times C$.

| | A | B | C | D |
|---|-----------------------------------|---|---------------------------------|----------------------|
| | Actual Quarterly Transports | Actual Collection Rate on FRBR | First Responder Base Rate | Quarterly Payment |
| Commercial Insurance | 28 | 95.70% | \$623.76 | \$16,714 |
| HMO/Managed Care | 27 | 49.90% | \$623.76 | \$8,404 |
| Medicaid & Medicaid HMOs | 90 | 0.00% | \$623.76 | \$0 |
| Medicare & Medicare HMOs | 111 | 0.00% | \$623.76 | \$0 |
| Self Pay | 44 | 8.00% | \$623.76 | \$2,196 |
| Grand Total | 300 | | | \$27,314 |

How to calculate "B", "Actual Collection Rate": B is the actual collection rate on the First Responder Base Rate. This number is determined by subtracting the Contractor's Base Rate from the actual collections and then multiplying the difference by the First

Responder Base Rate, as illustrated below:

$$B = (\text{Actual Collection} - \text{Contractor's Base Rate}) / \text{First Responder Base Rate}$$

Example using row 1 of the table above:

$$95.7\% = (\$1964.11 - \$1367.18) / \$623.76$$

2. Payment will be made each quarter, with the first payment covering the period of Jan-Mar 2015.
3. Because payment is determined using actual transport and collections data, payment will trail by six (6) months. For example, the payment covering the period Jan-Mar 2015 will be made in Oct 2015 (6-month lag from the last month of the period). Any collections received from payors more than 6 months after the end of the period will not be included in the calculation and will not be paid to Agency.
4. The payment described above shall be Agency's sole compensation under this Agreement. Agency shall not bill patients for services provided and Contractor will not compensate Agency for mileage or ancillary services.

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 Macro drip IV Set (10drops/ml)
2 Micro drip IV Sets (60drops/ml)
3 Extension Tubing
2 Latex Free Tomniquets
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 RII)
1 Adult Blood Pressure Cuff
1 Needle Thoracostomy Kit
 10 4X4 Non-sterile
2 View Sites

5 Alcohol Prep Pads
5 Benidyne Prep Pads
1 IOcc
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 RAETAD
1 SAETAD
1 Pulse Oxymeter
1 Stethoscope

Clear Velcro Pouch 011 i11side 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 AdultBVM
- 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 (Yanklaeur)
- 1 Suction tubing
- 1 Canister (1200cc)
- 4 Lubricant packets

5. Defibrillator / Monitor

Medtronic Physio-control LP12P- 12 lead, pacing, AED, ECG, SpO2, NIBP, EtCO 2, 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



AGENDA ITEM NO. 2.5

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 6, 2015

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *PN TF*

SUBJECT: CONSENT: CONSIDERATION OF THE FINAL DRAFT DESIGN FOR INTERPRETIVE SIGNS PROPOSED AT THE END OF SOUTH SEACOAST DRIVE AND MONUMENT MESA/FRIENDSHIP PARK. MF 1181.

EXECUTIVE SUMMARY:

Staff is recommending that the City Council review the final draft design for the interpretive signs that would be located at the end of south Seacoast Drive and Monument Mesa/Friendship Park. The signs are part of a statewide signage project that would install interpretive and regulatory signs for Marine Protected Areas throughout the California coastal zone, which includes two interpretive signs and one regulatory sign in the City of Imperial Beach. Though the final draft for the interpretive sign is available for review, City staff was informed that the language and design of the sign cannot be modified due to the limited production timeline.

RECOMMENDATION:

That the City Council review the final draft design for Marine Protected Area interpretive signs proposed for the end of south Seacoast Drive and Monument Mesa/Friendship Park. The Ocean Protection Council was authorized by the City of Imperial Beach to process a consolidated Coastal Development Permit with the California Coastal Commission to install interpretive and regulatory signs within the City of Imperial Beach. The project proposes to install two interpretive signs, one at the end of south Seacoast Drive and one at Monument Mesa/Friendship Park, and one regulatory sign at a trailhead on an existing post or fence near the Tijuana River Mouth.

RATIONALE:

The project should benefit the City of Imperial Beach by providing educational and interpretive signs that would increase public awareness of the statewide network of Marine Protected Areas, such as the Tijuana River Mouth State Marine Conservation Area off Imperial Beach.

OPTIONS:

In addition to receiving this report and adopting staff's recommendation, the City Council can:

- Request revisions to the design of the interpretive sign since the contractor for the project is still required to obtain necessary permits from the City of Imperial Beach required for the signage (encroachment permit); or
- Continue the report to a specific future meeting to allow staff to provide additional information.

BACKGROUND:

The Ocean Protection Council of the California Natural Resources Agency has recently submitted a permit to the California Coastal Commission for a statewide signage project to install 201 interpretive and regulatory signs throughout the California coastal zone. The Ocean Protection Council informed City staff that a portion of the statewide project proposes three new signs identifying the Tijuana River Mouth State Marine Conservation Area at the following locations within the City of Imperial Beach:

- Interpretive Sign on a new single post near a parking area at the end of Seacoast Drive that will display information related to the Tijuana Sloughs National Wildlife Refuge.
- Interpretive Sign on a new single post in a parking lot at Monument Mesa/Friendship Park that will display information related to the Tijuana Sloughs National Wildlife Refuge.
- Regulatory Sign ("You Are Here") at a trailhead/along trail on an existing post or fence near the Tijuana River Mouth.

The proposed project requires Coastal Development Permits from the Coastal Commission and from the City of Imperial Beach, among other local governments. Section 30601.3 of the California Coastal Act allows for consolidation of Coastal Development Permitting requirements with the Coastal Commission if the applicant, local government, and Coastal Commission agree to such consolidation. At the April 15, 2015 City Council Meeting, the City Council authorized the Coastal Commission to review the signs within the City's local coastal plan and serve as the permitting agency for the Coastal Development Permit in order to simplify and expedite the permitting process for these signs.

At the April 15, 2015 City Council Meeting, the City Council requested that additional signage be placed at Pier Plaza and that the City Council have the opportunity to review the final draft of the interpretive signage. Following the City Council meeting, the final draft was made available to the City. However, City staff was informed that there are no opportunities to modify the language or design because the contractor for the project (California Marine Sanctuary Foundation) is preparing to print all signs.

Additionally, the representative for the Ocean Protection Council informed staff that alternate locations cannot be proposed for this project since the project requires that all signage be located within Marine Protection Areas, and also noted that there was no funding for additional signage. However, the Ocean Protection Council may be able to provide another phase of signage in the future as part of a separate project that may allow for signage in additional locations.

ANALYSIS:

The proposed interpretive signs generally measure 18" x 30" and regulatory signs ("You Are Here") measure approximately 12" x 18", though the final dimensions are determined on how the sign is mounted. Wall/fence mounted signs would be the same size as the sign face; and pole-mounted signs would locate on posts that are installed no deeper than 24" in depth with a maximum width of 4" x 4" posts. The signs would be printed on a single side and would be solid composite phenolic panels with fire retardant and graffiti proof properties, and would also have an acrylic overlay with an ultraviolet inhibitor. No lights would be used to illuminate signs.

The signs would be installed in developed or previously disturbed areas and would be installed to meet American with Disabilities Act Accessibility Requirements. Final installation of the signs may be adjusted to prevent impacts to native vegetation at trail heads and places where vegetation may be present. There would be no impacts to special status species or archaeological sites as those habitats and areas would be avoided during final sign placement and installation.

The below image depicts the final draft for the interpretive sign that would locate at the end of south Seacoast Drive and Monument Mesa/Friendship Park (the same sign would locate in each respective location):

FINAL PROOF

APPROVED _____

DATE _____

Conserving California's Coastal Treasures
Conservando los Tesoros Costeros de California

Marine Protected Areas Safeguard Our Ocean's Bounty
A statewide network of Marine Protected Areas (MPAs) safeguards California's rich coastal resources. The Tijuana River Mouth SMCA is adjacent to Border Field State Park and the Tijuana River National Estuarine Research Reserve, which includes the Tijuana Slough National Wildlife Refuge. The Reserve and SMCA support thousands of resident and migratory birds, pods of bottlenose dolphins, and migrating whales. The health of the adjacent coastal wetland, the largest in southern California, is critical for water quality in this SMCA.

Las áreas marinas protegidas salvaguardan nuestros recursos del océano
Una red estatal de áreas marinas protegidas (AMPs) protege los ricos recursos costeros de California. El Tijuana River Mouth Área Estatal de Conservación Marina (AECM) se encuentra adyacente del parque estatal Border Field y de la Reserva Nacional de Investigación Estuarina del Río Tijuana, que incluye el Refugio Nacional para la Vida Silvestre del Estuario del Río Tijuana. La Reserva y AECM mantienen miles de aves residentes y migratorias, manadas de delfines mulars, y ballenas migratorias. La salud del humedal costero adyacente, el más grande del sur de California, es crítica para la calidad del agua en el AECM.

California leads the nation and the world with its network of MPAs.
These MPAs—

- Have varying levels of protection
- Conserve marine habitats and diversity
- Allow marine life to thrive
- Make great places for education, research, and fun

California lidera a la nación y al mundo con su red de Áreas Marinas Protegidas.
Estas Áreas Marinas Protegidas—

- Tienen diferentes niveles de protección
- Conservan la diversidad y hábitats marinos
- Permiten que la vida marina prospere
- Son excelentes lugares para la educación, la investigación, y la diversión

MPAs - Good for the Ocean; Good for You!
AMPs - ¡Buenas para el Océano; Buenas para Ti!
Report violations: (888) 334-CALIF; (888) 334-2255
Para hacer una denuncia: (888) 334-CALIF; (888) 334-2255

General Plan Consistency:

Sign regulations are provided to encourage the effective use of signs as a means of communication in the City; to maintain and enhance the aesthetic environment and the City's

ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effects of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations (IBMC Chapter 19.52). Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public and community event information, and direct or regulate pedestrian or vehicular traffic are allowed within the public right-of-way (IBMC Section 19.52.190). The proposed signs meet the purpose and intent of the signage regulations because the signs would provide information to the public.

| SIGNAGE STANDARDS | PROVIDED/PROPOSED |
|--|---|
| <p>No signs shall be allowed in the public right-of-way, except for the following:</p> <ul style="list-style-type: none"> A. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public and community event information, and direct or regulate pedestrian or vehicular traffic. B. Bus stop signs erected by a public transit company; C. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and D. Awnings, canopies, marquees, projecting, and suspended signs projecting over a public right-of-way in conformity with the Conditions of Tables "A" and "B" of this code, and with the issuance of an encroachment permit. E. Emergency warning signs erected by a governmental agency, a public utility, or a contractor doing authorized work within a public right-of-way. (Ord. 94-884) (Section 19.27.020(A)(5)). | <p>The Ocean Protection Council is requesting to process a consolidated Coastal Development Permit for signs that would locate within park land and the public right-of-way. The signs would be erected to benefit the public and identify public property.</p> |

ENVIRONMENTAL IMPACT:

The applicant would need to comply with the requirements of the California Environmental Quality Act (CEQA).

COASTAL JURISDICTION:

The signs would locate in the Appeal Jurisdiction of the California Coastal Commission and the Original State Permit Jurisdiction as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map. Section 30601.3 of the California Coastal Act allows for consolidation of Coastal Development Permitting requirements with the Coastal Commission under these circumstances if the applicant, local government, and Coastal Commission agree to such consolidation. On April 15, 2015 the City Council authorized consolidation of a Coastal Development Permit that would allow the California Coastal Commission to serve as the permitting agency for the Coastal Development Permit required to implement the proposed project in the City of Imperial Beach.

FISCAL IMPACT:

There would be no fiscal impact to the City.

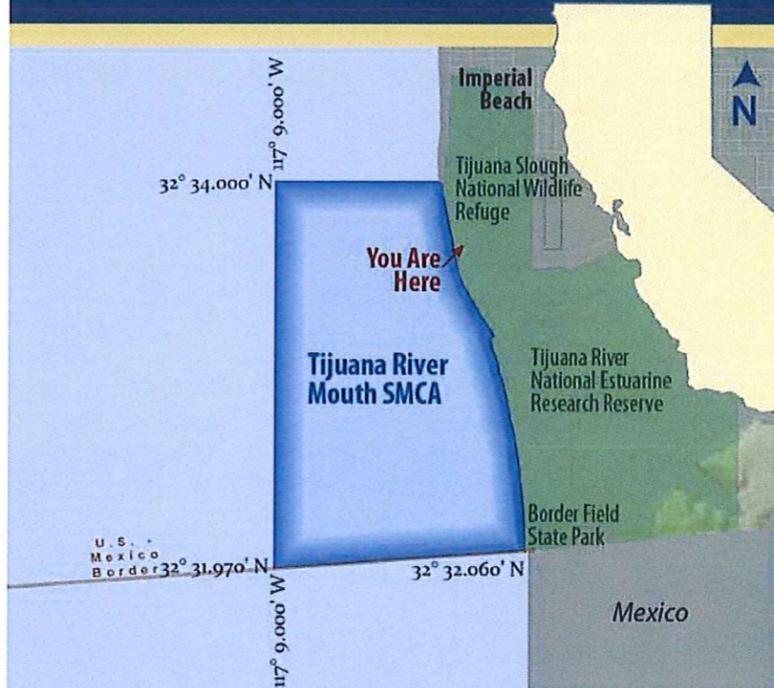
Attachments:

1. Final Draft Design for Interpretive Sign

c: file MF 1181

**This page intentionally
left blank**

Conserving California's Coastal Treasures Conservando los Tesoros Costeros de California



Tijuana River Mouth State Marine Conservation Area (SMCA)
Some recreational and/or commercial take of marine resources may be allowed.
Se prohíbe la toma o posesión de cualquier recurso marino vivo, geológico o cultural.

For MPA boundaries, maps, coordinates, and allowed uses, go to:
www.wildlife.ca.gov/marine/MPA

Para los límites, mapas, coordenadas y usos permitidos de los AMPs visite al:
www.wildlife.ca.gov/marine/MPA

Marine Protected Areas Safeguard Our Ocean's Bounty

A statewide network of Marine Protected Areas (MPAs) safeguards California's rich coastal resources. The Tijuana River Mouth SMCA is adjacent to Border Field State Park and the Tijuana River National Estuarine Research Reserve, which includes the Tijuana Slough National Wildlife Refuge. The Reserve and SMCA support thousands of resident and migratory birds, pods of bottlenose dolphins, and migrating whales. The health of the adjacent coastal wetland, the largest in southern California, is critical for water quality in this SMCA.

Las áreas marinas protegidas salvaguardan nuestros recursos del océano

Una red estatal de áreas marinas protegidas (AMPs) protege los ricos recursos costeros de California. El Tijuana River Mouth Área Estatal de Conservación Marina (AECM) se encuentra adyacente del parque estatal Border Field y de la Reserva Nacional de Investigación Estuarina del Río Tijuana, que incluye el Refugio Nacional para la Vida Silvestre del Estuario del Río Tijuana. La Reserva y AECM mantienen miles de aves residentes y migratorias, manadas de delfines mulares, y ballenas migratorias. La salud del humedal costero adyacente, el mas grande del sur de California, es crítica para la calidad del agua en el AECM.



Marbled Godwits

Photo by Alex Rose

California leads the nation and the world with its network of MPAs.

These MPAs—

- Have varying levels of protection
- Conserve marine habitats and diversity
- Allow marine life to thrive
- Make great places for education, research, and fun

California lidera a la nación y al mundo con su red de Áreas Marinas Protegidas.

Estas Áreas Marinas Protegidas—

- Tienen diferentes niveles de protección
- Conservan la diversidad y hábitats marinos
- Permiten que la vida marina prospere
- Son excelentes lugares para la educación, la investigación, y la diversión



The cobble reef at the Tijuana River Mouth has been surfed for over 60 years.

El arrecife rocoso del Tijuana River Mouth se ha surfado por más de 60 años.



Pods of bottlenose dolphins surfing the waves are a common sight in this SMCA.

Es común ver a manadas de delfines mulares surfear las olas de esta AECM.



Seabirds, such as brown pelicans, find plentiful food in this MPA.

Las aves marinas como el pelicano pardo encuentran abundante comida en esta AMP.



California's state marine fish is the vibrant Garibaldi. They are extremely territorial and known to get tight into a diver's face.

El pez estatal de California es el vibrante Garibaldi. Este pez es extremadamente territorial y es conocido por acercarse a las caras de los buzos.



MPAs - Good for the Ocean; Good for You!
AMPs - ¡Buenas para el Océano; Buenas para Ti!
Report violations: (888) 334-CalTIP, (888) 334-2258
Para hacer una denuncia: (888) 334-CalTIP, (888) 334-2258





STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AA*
MEETING DATE: MAY 6, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION
SUBJECT: DISCUSSION REGARDING THE CREATION OF AN IMPERIAL BEACH PLANNING COMMISSION, BOARD OF APPEALS OR A BOARD OF ADJUSTMENT

EXECUTIVE SUMMARY:

Last fall, Councilman Bilbray requested that an item to discuss the potential formation of a Planning Commission be placed on the agenda of the City Council for discussion. Since that time, staff has met with Councilman Bilbray to expand the discussion to include the options of a Board of Appeals or a Board of Adjustment, rather than the creation of a Planning Commission.

RECOMMENDATION:

Receive and file the staff report, discuss the need for an additional citizen committee, and provide direction to staff to prepare the necessary documents to create a Planning Commission, Board of Appeals or Board of Adjustment.

RATIONALE:

It is a stated goal of the City Council to create more opportunities for residents to be involved in the governance of the community. The creation of a Planning Commission, Board of Appeals or Board of Adjustment will result in more service appointments in the City. Furthermore, in the unusual circumstance a decision of the City Council, acting in their capacity as the Planning Commission, is appealed, the issue could be considered by a different body.

OPTIONS:

- Receive and file the staff report, discuss the need for an additional citizen committee, and provide direction to staff to prepare the necessary documents to create a Planning Commission, Board of Appeals or Board of Adjustment, if it is determined a structural change is preferable.
- Determine there is not a need for an additional citizen board.
- Ask the staff to prepare additional information for a more in-depth discussion about this issue.

BACKGROUND:

In 1997, the Imperial Beach Planning Commission was abolished and the City Council assumed the role of the Planning Commission in addition to their regular duties. While uncommon, it is not

improper for the City Council to act as the Planning Commission and there are other cities in California structured in this manner. Since the time the Planning Commission was disbanded, the City Council has continued to act in that capacity and on occasion, an applicant has disagreed with the decision of the City Council acting as the Planning Commission. In those instances, the appeal of the Planning Commission action, in accordance with the Imperial Beach Municipal Code, is forwarded to the City Council for a final decision. This could be a less than ideal situation for both the applicant and the members of the City Council.

Last fall, recognizing the potential of this occurring as development activity in the community increases, Councilmember Bilbray asked that an item be placed on the Consent Agenda to have a discussion regarding the reinstatement of the Planning Commission, together with discussion about the creation of a Parks and Recreation Committee. Since that time, the Parks and Recreation Committee has been organized, but the City Council has not discussed the potential of reinstating the Planning Commission.

ANALYSIS:

It is important that the City Council explore all options to accomplish the stated goal of community involvement and effective processing of development applications. In researching the various options, staff would suggest the City Council consider at least the three following options:

1. Reinstatement of the Planning Commission – A Planning Commission is generally responsible for making final decisions on ministerial or administrative land use applications, and recommendations to the City Council on legislative land use approvals. The functions of the Planning Commission are primarily determined by the City Council, but there are specific duties identified in state statute as well as the Imperial Beach Municipal Code. As with each of the options, there are several positive aspects about a Planning Commission and some challenges.
 - a. Planning Commissioners could be appointed that possess professional skills that could enhance the development review process. This would allow applicants to present more technical information during the approval process. While there would be more opportunities for citizen involvement, there would be an additional approval process for some development applications. In some instances (administrative functions) the City Council would no longer be involved in the approval process, but in other situations (legislative functions) the City Council would remain the decision making body, but applicants would need to appear before the Planning Commission for a recommendation.
 - b. Even in the approval process for administrative items, in many instances the application would need to be presented to the City Council to address issues related to the California Environmental Quality Act.
 - c. If an applicant does not agree with the final decision of the Planning Commission, the decision can be appealed to the City Council.
 - d. The City Council may not be prepared to delegate land use approvals to another body at this time.
2. Creation of a Board of Appeals – A Board of Appeals would have a limited scope to hear appeals to the decisions of the City Council. However, because Imperial Beach is nearing build-out and the City Council reviews only a small number of land use applications, there may be very little opportunity for the members of the board to be involved in the approval process. This would address the issue of having a separate body hear an appeal of a City Council decision, but would not relieve the City Council of any other issues.

3. Creation of a Board of Adjustment – A Board of Adjustment might represent a middle ground between the formation of a Planning Commission and a Board of Appeals. In many jurisdictions, the Board of Adjustment not only hears appeals of City Council decisions, but also makes determinations regarding variances, lot line adjustments, and development code interpretations. Other than the appeals process, these items are rather routine and do not necessarily need to be presented to the City Council for an acceptable outcome. The City Council would remain the decision making for most development applications. Staff would suggest this could be a potential first step and if the City Council determines a Planning Commission is still preferable, the Board of Adjustment could be transformed into the Planning Commission.

These are at least three options for the City Council to consider. There are many other strategies to address the objectives of the City Council that can be discussed and explored.

ENVIRONMENTAL DETERMINATION:

The authorization to implement these programs is not subject to the provisions of the California Environmental Quality Act.

FISCAL IMPACT:

If the City Council decides to create a Planning Commission, Board of Appeals or Board of Adjustment, staff will complete a fiscal analysis for consideration by the City Council.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: MAY 6, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2015-7575 AWARDING PUBLIC WORKS CONTRACT TO WIT: SEWER PUMP STATION NO. 10 REHABILITATION (W13-101) AND APPROPRIATE AN ADDITIONAL \$50,000 TO PROJECT NO. W13-101.

EXECUTIVE SUMMARY:

Resolution No. 2015-7575 awards a contract for Sewer Pump Station No. 10 Rehabilitation at a bid price of \$345,200 to Cora Constructors, Inc. Cora Constructors, Inc. was the lowest responsible and qualified bidder. Resolution No. 2015-7575 also appropriates an additional \$50,000 from the Sewer Enterprise Capital Reserve Fund to the original appropriation of \$400,000 for a total project appropriated allocation of \$450,000.

RECOMMENDATION:

Adopt Resolution No. 2015-7575 awarding the contract to Cora Constructors, Inc. for the Pump Station No. 10 Rehabilitation at a bid price of \$345,200 and appropriating \$50,000 from Sewer Enterprise Fund Capital Reserve to Project No. W13-101.

RATIONALE:

Pump Station No. 10 rehabilitation was a project funded in the Two Year Implementation Plan adopted in Resolution No. 2013-7407. Resolution No. 2014-7407 appropriated \$400,000 for this work. Pump Station No. 10 was an adaptive reuse of a lift station constructed an estimated 60 years ago that needs improvements in the wet well design and associated operating equipment.

OPTIONS:

- Adopt Resolution No. 2015-7575 awarding the Pump Station No. 10 Rehabilitation project to the lowest responsible and qualified bid and appropriating \$50,000 from the Sewer Enterprise Fund; or
- Reject all bids and direct staff to re-advertise for bids, seeking a lower bid; or
- Reject all bids and direct staff to program the project for a future fiscal year capital improvement program budget.

BACKGROUND:

Pump Station No. 10 has not been upgraded or rehabilitated in over 25 years. The wet well construction does not meet current recommended design guidelines thus the efficiency of the pumping system is reduced. Additionally the wet well surfaces are deteriorating due to the years of acid etching from the effluent. This project will place a new lining on all wet well surfaces. This project will also upgrade some of the electrical components within the station.

This project is intended to extend the useful life of Pump Station No. 10 wet well another thirty to fifty years. Without this project the potential for a costly complete rebuild of the wet well is very likely. And, the operation of the pump station will continue at a reduced efficiency.

The project drawings and specification were completed in March 2015. Staff advertised for requests for bids (RFB) for this work on April 2, 2015 in the Eagle & Times Newspaper and on E-Bid Board. The bid opening was scheduled for Thursday, April 23, 2015.

ANALYSIS:

The project bids were opened and evaluated Thursday, April 23, 2015 in an advertised public meeting at 2:00 p.m. The lowest responsive and qualified bidder for the Pump Station No. 10 Rehabilitation Project W13-101 was Cora Constructors, Inc. at a bid price of \$345,200.

The five (5) contractors who submitted proposals are listed below along with their proposal amounts:

| | | |
|----|--------------------------|-----------|
| 1. | Cora Constructors, Inc. | \$345,200 |
| 2. | Tharsos, Inc. | \$378,530 |
| 3. | Weir Construction | \$399,054 |
| 4. | Vailston Company, Inc. | \$411,449 |
| 5. | Blue Pacific Engineering | \$595,000 |

The engineer's construction cost estimate was \$196,900, although staff had identified \$400,000 for total project costs.

ENVIRONMENTAL DETERMINATION:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replace or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

Revenue:

| | |
|---|------------------|
| Appropriated Sewer Enterprise Fund | \$400,000 |
| Proposed additional Sewer Enterprise Capitol Reserve Fund | <u>\$ 50,000</u> |
| TOTAL REVENUE | \$450,000 |

Expenses:

| | |
|---------------------------------|------------------|
| Design and Construction Support | \$ 47,240 |
| Project Management | \$ 15,000 |
| Construction Contract | \$345,200 |
| Contingency | <u>\$ 42,560</u> |
| TOTAL EXPENSES | \$450,000 |

The Sewer Enterprise Fund CIP Reserve has approximately \$900,000 through FY 2015/16. There are sufficient funds in the Sewer Enterprise Fund CIP Reserve for this additional appropriation.

Attachments:

1. Resolution No. 2015-7575

RESOLUTION NO. 2015-7575

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED PUBLIC WORKS CONTRACT TO WIT: SEWER PUMP STATION NO. 10 REHABILITATION (W13-101) AND APPROPRIATE AN ADDITIONAL \$50,000 TO PROJECT NO. W13-101

WHEREAS, Pump Station No. 10 rehabilitation was a project funded in the Two Year Implementation Plan adopted in Resolution No. 2013-7407; and

WHEREAS, Resolution No. 2014-7407 appropriated \$400,000 for this work; and

WHEREAS, Pump Station No. 10 was an adaptive reuse of a lift station constructed an estimated 60 years ago that needs improvements in the wet well design and associated operating equipment; and

WHEREAS, the wet well construction does not meet current recommended design guidelines thus the efficiency of the pumping system is reduced; and

WHEREAS, the wet well surfaces are deteriorating due to the years of acid etching from the effluent; and

WHEREAS, this project will place a new lining on all wet well surfaces to extend the life of the wet well; and

WHEREAS, this project will also upgrade some of the electrical components within the station; and

WHEREAS, staff advertised for requests for bids (RFB) for this work on April 2, 2015 in the Eagle & Times Newspaper and on Construction Bidboard; and

WHEREAS, the project bids were to be opened and evaluated Thursday, April 23, 2015 in an advertised public meeting at 2:00 p.m.; and

WHEREAS, the lowest responsive and qualified bidder for the Pump Station No. 10 Rehabilitation Project W13-101 was Cora Constructors, Inc. at a bid price of \$345,200; and

WHEREAS, the total revenue appropriated for this project from the Sewer Enterprise CIP Reserve Fund is \$400,000; and

WHEREAS, an additional \$50,000 from the Sewer Enterprise CIP Reserve Fund is necessary to fully fund this CIP project; and

WHEREAS, the engineer's estimate for this construction was \$196,900; and

WHEREAS, there is sufficient Sewer Enterprise Capital Reserve Funds available to cover the cost of this project.

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 legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on

- file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. ____.
3. An Additional \$50,000 is appropriated to this project from the Sewer Enterprise Capital Reserve Fund.
 4. The contractor shall not commence construction or order equipment until he/she has received a Notice to Proceed.
 5. The works of improvement shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.
 6. The City Manager is authorized to sign a purchase order with the lowest responsible qualified bidder.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of May 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 6, 2015

ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT *DSB*

SUBJECT: RESOLUTION NO. 2015-7572 PROVIDING WRITTEN CONSENT TO THE TERMINATION OF SANDPIPA PER ARTICLE 25 OF THE JOINT POWERS AGREEMENT, EFFECTIVE JULY 1, 2016, WITH SANDPIPA TO CONTINUE TO EXIST FOR THE PURPOSE OF DISPOSING OF ALL CLAIMS, DISTRIBUTION OF ASSETS, AND ALL OTHER FUNCTIONS NECESSARY TO WIND DOWN THE AFFAIRS OF THE AUTHORITY

EXECUTIVE SUMMARY:

On March 26, 2015, the San Diego Pooled Insurance Program Authority (SANDPIPA) Board of Directors voted unanimously to recommend termination of the Joint Powers Agreement effective July 1, 2016. Due to the impending retirement of the SANDPIPA general manager, and after much deliberation and research, dissolution was determined to be the most appropriate course of action. The SANDPIPA board will continue to administer legacy claims and the distribution of assets. The members, as a group, have agreed to contract with the California State Association of Counties Excess Insurance Authority (CSAC) for excess liability coverage for fiscal year 2016. The City will evaluate alternatives for fiscal year 2017 and beyond.

RECOMMENDATION:

Staff recommends that the City adopt Resolution 2015-7572 providing written consent to the termination of SANDPIPA.

RATIONALE:

The City is in agreement with the other 11 SANDPIPA members that seeking alternative liability coverage is advantageous. Justification includes retirement of the SANDPIPA general manager and long-term cost savings.

OPTIONS:

- Adopt Resolution 2015-7572 providing written consent to the dissolution of SANDPIPA.
- Adopt Resolution 2015-7572 with changes.
- Provide direction to the City Manager.

BACKGROUND:

Since 1992, the City of Imperial Beach entered into a joint powers agreement with 11 other local cities, entitled "San Diego County Cities Joint powers Agreement creating the San Diego Pooled Insurance Protection Authority (SANDPIPA) for Municipal Entities," to provide for and administer a risk management and insurance program. The 11 other members include the Cities of Chula Vista, Coronado, Del Mar, Encinitas, Escondido, Lemon Grove, National City, Oceanside, Santee, Solana Beach and Vista.

ANALYSIS:

In light of the SANDPIPA General Manager's retirement announcement, the SANDPIPA Board of Directors has been discussing options for moving forward. Options include backfilling the General Manager position, re-organizing by utilizing a Third Party Administrator, or dissolving the organization.

On March 26, 2015, after an exhaustive review of the options, the SANDPIPA Board voted unanimously to recommend dissolution of the organization. However, pursuant to Article 25.A of the JPA agreement, three-fourths of the SANDPIPA member agencies must agree to terminate the JPA. It was also recommended that the SANDPIPA Board will continue to administer legacy claims and the distribution of assets, which requires certain amendments to the JPA agreement as set forth in the attached Resolution.

The members, as a group, have agreed to contract with the California State Association of Counties Excess Insurance Authority (CSAC) for excess liability coverage for fiscal year 2016. The individual members will evaluate alternatives for fiscal year 2017 and beyond.

The annual premium paid by the City to SANDPIPA for liability coverage was \$123,187 in FY14 and \$138,635 in FY15. The estimated annual premium for FY16 from CSAC is \$79,500. During the past several years SANDPIPA has returned dividends to the members which offset the difference in premiums. However, dividends were not always paid and were based on the financial performance of the pool.

In addition to coverage benefits, this new policy also reduces the Self Insurance Retention (deductible) from \$125,000 to \$100,000.

Finally, SANDPIPA has accumulated reserves that will be redistributed to the members based on financial contributions made to the pool. Based on past dividend distributions and a pay-out reserve of \$16-\$24M, the City can expect between \$850K and \$1.2M over the next 6 years. The amount and the timing are subject to change due to claims and other unknowns.

Looking beyond FY16, the staff recommends soliciting proposals from CSAC and other providers for general liability insurance.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The FY16 and FY17 premium has been budgeted.

Attachments:

1. Resolution No. 2015-7572
2. Current SANDPIPA Joint Powers Agreement without recommended changes.

RESOLUTION NO. 2015-7572

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, PROVIDING WRITTEN AUTHORIZATION FOR THE DISSOLUTION OF THE SAN DIEGO POOLED INSURANCE PROGRAM AUTHORITY (“SANDPIPA”)

Whereas, the City is a member of a joint powers authority entitled the “San Diego County Cities Joint Powers Agreement Creating the San Diego Pooled Insurance Protection Authority for Municipal Entities (SANDPIPA)”; and

Whereas, the SANDPIPA Board, representing the member agencies, has determined that it is in the best interest of SANDPIPA members and in the public interest that SANDPIPA should be terminated, and its assets distributed to members per the Joint Powers Agreement; and

Whereas, the City hereby provides its written consent to the termination of SANDPIPA per Article 25 of the Joint Powers Agreement, effective July 1, 2016, with SANDPIPA to continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Authority; and

Whereas, the City hereby agrees to an amendment of the Joint Powers Agreement, substituting “the Board of Directors” for “the Executive Committee” in Article 25.B of the Joint Powers Agreement, so that powers of the Authority for purposes of winding up and dissolving the business affairs of the Authority will be vested in the Board of Directors; and

Whereas, the City hereby agrees to an amendment of the Joint Powers Agreement in Article 25.A adding “distribution of dividends,” after “disposing of all claims,” so that the Board of Directors is expressly authorized to continue to distribute dividends, in accordance with the “plan document” referenced in Article 26, during the period of winding up and dissolving the business affairs of the Authority. The following language is added to Article 25.A: “Withdrawn or cancelled members are entitled to participate in dividend distribution after accounting for their Board determined share of administrative expenses.”

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; and
2. Authorizes the City’s Board representative to facilitate the dissolution process; and
3. Directs the City Clerk to communicate this Resolution to SANDPIPA.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 6th day of May, 2015, by the following roll call vote:

| | |
|----------------|------------------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

SAN DIEGO COUNTY CITIES JOINT POWERS AGREEMENT
FOR RISK MANAGEMENT AND RELATED INSURANCE COVERAGES
CREATING THE SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY FOR MUNICIPAL ENTITIES
(SANDPIPA)

WHEREAS, certain signatory members of the San Diego County Cities Joint Powers Agreement for Risk Management and Related Insurance Coverages desire to create a separate and independent joint powers authority for the purpose of establishing and administering an insurance program involving risk sharing; and

WHEREAS, participation by eligible municipal entities shall be wholly voluntary; and

WHEREAS, Government Code Section 6500 et seq. provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties; and

WHEREAS, Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, Government Code section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, each of the parties to this agreement desires to join together with the other parties for the purpose of pooling certain self-insured claims and losses, as provided in Government Code Section 990.8, and jointly purchasing excess insurance and administrative services in connection with an insurance program for said parties;

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this agreement by other public entities, it is hereby agreed that San Diego Pooled Insurance Program Authority For Municipal Entities be created as follows:

SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY FOR MUNICIPAL ENTITIES

This agreement is made and entered into the County of San Diego, State of California, by and among the cities organized and existing under the laws of the State of California, hereinafter referred to collectively as "cities" and individually as "city," which are parties signatory to this agreement. Said cities are sometimes referred to herein as "parties."

ARTICLE 1
DEFINITIONS

The following definitions shall apply to the provisions of this agreement:

- A. "Assessment" shall mean the amount due and payable by the city in excess of the premium for valid claims.
- B. "Auditor" shall mean that person appointed by the board who is required to draw warranties on behalf of the authority and provide for an annual audit, in accordance with the law and the bylaws.
- C. "Authority" or "SANDPIPA" shall mean the San Diego Pooled Insurance Program Authority for Municipal Entities created by this agreement.
- D. "Board of Directors" or "Board" shall mean governing body of the Authority.
- E. "City" or "cities" shall mean general law or charter cities, established under the laws of the State of California, which are signatory members of the authority; provided, however, that this definition shall not be construed to prevent the Authority from extending insurance coverage to any subsidiary, conditions approved by the board.
- F. "Claim" shall mean demands made against the cities which are within the Authority's insurance program.
- G. "Clerk" shall mean the person of the Authority who is so appointed by the board under the bylaws.
- H. "Earned premium" shall mean earned premium as defined in the California Insurance Code.
- I. "Excess Insurance" shall mean that insurance which may be purchased on behalf of the Authority to protect the funds of the cities against catastrophic losses or an unusual frequency of losses during a single year.
- J. "Executive Committee" shall mean the Executive Committee of the board of Directors of the Authority.
- K. "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority.
- L. "Incurred Loss" shall mean total expenses for payment of a claim, including reserves therefore.
- M. "Insurance" shall mean self-insurance through risk-pooling funded program, and/or any commercial insurance contract, and the context requires.

- N. "Insurance Program" shall mean insurance and risk management programs offered by or through the Authority.
- O. "Insurance Year" shall mean a period of time, usually twelve (12) months, determined by the Executive Committee into which each element of the insurance program is segregated for ease in determining premiums, incurred losses, and assessments.
- P. "Memorandum of Insurance" shall mean the basic liability self-insurance program funded by risk-sharing, issued through the Authority in policy form.
- Q. "Premium" shall mean the amount determined by the Board annually as necessary to fund the insurance program of the Authority.
- R. "Pro forma statement" shall mean a projection of estimated losses, expenses, premiums, assessments, and other revenues for a reasonable period, for any insurance offered by the Authority.
- S. "Program Underwriter" shall mean an individual or legal entity, either under contract or employed by SANDPIPA, to provide underwriting services.
- T. "Reserves" shall mean funds not yet committed to the payment of a valid claim but held for the payment of the claims.
- U. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, sharing, and eliminating risk. Risk management includes various elements of insurance, law, administration, technology, accounting, and general business to effectively manage hazards and losses to which member cities may be exposed.
- V. "Risk Manager" shall mean the manager of day-to-day affairs of the authority, appointed by the board.
- W. "Risk pooling or sharing" shall mean any common fund: (1) which is composed of cash, investments permitted by Government Code Section 53601 et seq., or other assets; (2) to which two or more members of the Authority have agreed to contribute in accordance with the terms of the contract or memorandum of insurance of insurance in which participation is voluntary; (3) from which claims and risk management costs of any contributor to that common fund shall be paid; and (4) which operates in accordance with this joint powers agreement.
- X. "Self-insurance" shall mean providing for claims, losses, and risk management by risk-pooling and the maintenance of reserve funds by the city.
- Y. "Self-insured retention" or "retained limit" shall mean the amount below which a city is liable, at its own expense, under the Memorandum of Insurance.

Z. "Underwriting Committee" shall mean standing committee to be established by the Board, comprised of a chairman (elected from the Board) and two or more members-at-large from participating agencies.

ARTICLE 2
PURPOSES

This agreement is entered into by cities pursuant to the provisions of the Government Code Sections 990.4, 990.8, and 6500 et seq. in order to provide comprehensive and economical public liability coverage and coverage for other risks to which the Board of Directors may agree. Additional purposes are to reduce the amount of frequency of losses and to decrease the cost incurred by cities in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the power of such cities jointly in the creation of a separate entity, the San Diego Pooled Insurance Program Authority For Municipal Entities (the "Authority"), to administer an insurance program pursuant to which the cities will pool certain losses, claims, and funds, jointly purchase excess insurance (if available) and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal, and related services.

It is also the purpose of this agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, of such additional cities as may desire to become parties to this agreement and members of the Authority, subject to approval by the Board of Directors.

ARTICLE 3
PARTIES TO THE AGREEMENT

Each party to this agreement certifies that it intends to and does contract with all other parties who are signatories of this agreement and, in addition, which such other parties as may later be added as parties to and signatories of this agreement pursuant to Article 21. Each party to this agreement also certifies that the deletion of any party from this agreement, pursuant to articles 22 and 23, shall not affect this agreement nor such party's intent to contract, as described above, with the other parties to the agreement then remaining.

ARTICLE 4
TERMS OF THE AGREEMENT

This agreement shall become effective upon the first day it has been executed by two cities.

ARTICLE 5
CREATION OF AUTHORITY

Pursuant to section 6500 et seq. of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the San Diego Pooled Insurance Program Authority For Municipal Entities. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this agreement or to any city.

ARTICLE 6
POWERS OF AUTHORITY

- A. The Authority shall have the powers common to cities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
1. To make and enter into contracts, including contracts of insurance and self-insurance for it's members providing the risk-pooling or sharing, whether or not subject to regulation under the insurance code, to the extent and in the manner permitted under Government Code Sections 990.4, 990.8, and 6508, or any other provisions of law;
 2. To incur debts, liabilities, or obligations;
 3. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, or other forms of assistance from persons, firms, corporations, and governmental entities;
 4. To sue and be sued in its own name; and
 5. To exercise all powers necessary and proper to carry out the terms and provisions of this agreement, or otherwise authorized by law.
- B. Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

- A. The Authority shall be governed by the board of Directors which is hereby established and which shall be composed of one representative from each city, who shall be selected by the city manager of that city. Each city in addition to appointing its members of the Board, shall appoint at least one alternate. Each director and each alternate shall have a staff employee of that city. The alternate appointed by a city shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- B. Each director or alternate of the board shall serve until a successor is appointed. Each director or alternate shall serve at the pleasure of the city by which he or she has been appointed.
- C. Each director or alternate shall have one vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors of the Authority shall have the following powers and functions:

- A. The Board shall elect from its members, pursuant to Article 10 of this agreement, an Executive Committee.
- B. The Board may review all acts of the Executive Committee and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of the entire Board of Directors.
- C. The Board shall review, modify, if necessary, and approve the annual operating budget of the Authority prepared by the Executive Committee, pursuant to Article 11(d).
- D. The Board shall receive and review periodic accounting of all funds under Articles 16 and 17 of this agreement.
- E. The Board shall have the power to conduct, on behalf the Authority, all business of the Authority, including that assigned to the Executive Committee which the Authority may conduct under the provisions hereof and pursuant to law.
- F. The Board shall have such other powers and functions as are provided for in this agreement or in the bylaws.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

- A. Meetings. The Board shall provide for it's regular adjourned regular, and special meetings upon call of the president of the Board; provided, however, that it shall hold at least one regular meeting annually, as set forth in the bylaws.
- B. Minutes. The clerk of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each city.
- C. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those members present at a meeting shall be sufficient to constitute action by the Board, except as otherwise specifically set forth in this agreement or in the bylaws.

- D. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions for the Ralph M. Brown Act, Government Code section 54950 et seq.

ARTICLE 10
EXECUTIVE COMMITTEE

- A. There shall be an Executive Committee of the Board of Directors which shall consist of at least three members, as provided in the bylaws. The members of the Executive Committee shall include the president of the Board of Directors; the remainder of the members shall be elected by the Board of Directors from its members, as provided in the bylaws.
- B. Vacancies on the Executive Committee shall be filled as provided in the bylaws.

ARTICLE 11
POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee may be delegated the following powers:

- A. Determine details of and select the insurance program of the Authority.
- B. Determine and select all insurance, including excess insurance, necessary to carry out the programs of the Authority.
- C. Have Authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control, legal defense, and risk management consulting.
- D. Cause to be prepared the operating budget of the Authority for each fiscal year, subject to review, modification, and approval by the Board, as provided for in Article 8(c).
- E. Receive and act upon reports of the risk manager and committees of the Authority, as provided in the bylaws.
- F. The authority to hire persons as the Executive Committee deems necessary for the administration of the Authority.
- G. Exercise general supervisory and policy control over the risk manager.
- H. Direct investment of funds collected by the Authority.
- I. Such other powers and functions as are provided for pursuant to this agreement.

ARTICLE 12
MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee shall be held and conducted as provided in the bylaws. The Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities.

ARTICLE 13
OFFICERS OF THE AUTHORITY

- A. President and Vice President. The Board shall elect a president and vice president of the Authority at its first meeting in January of even-numbered years, each to hold office until a successor is elected. In the event the president or vice president so elected ceases to be a member of the Board, the resulting vacancy in the office of president or vice president shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Executive Committee may appoint an interim president or vice president pending action by the Board of Directors. In the absence or inability of the president to act, the vice president shall act as president. The president, or in his or her absence the vice president, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.
- B. Treasurer. The treasurer shall be appointed by the Board. The duties of the treasurer are set forth in Articles 16 and 17 of this agreement.
- C. Attorney. The Board shall appoint an attorney for the Authority.
- D. Other Officers. The Board shall have the power to appoint, or to delegate to the Executive Committee the power to appoint, the auditor and clerk and such other officers as may be necessary to carry out the purpose of this agreement.

ARTICLE 14
INSURANCE COVERAGE

- A. The Authority shall maintain levels of insurance coverage for cities determined by the Board of Directors to be reasonably adequate.
- B. The insurance coverages provided by the Authority may include protection for motor vehicle, personal injury, property damage, errors and omissions, contractual, or comprehensive general liability, or such other areas of coverage as the Executive Committee may recommend to the Board.
- C. Upon Request, a city tendering a claim under any risk sharing insurance program of the Authority shall be entitled to select a legal defense firm from among those acceptable to under contract with the Authority.

- D. The Board may arrange for a group policy to be issued for cities interested in obtaining additional coverage at an additional cost to those cities.
- E. The Board may arrange for the purchase of excess insurance. The Board may discontinue purchase of excess insurance if no longer available or needed to protect the Authority's funds.

ARTICLE 15
IMPLEMENTATION OF THE INSURANCE PROGRAM

- A. Program Formation; Appointments. As soon as practicable after the effective date of this agreement, the Board of Directors shall determine the insurance coverages to be provided as permitted in Article 14, the amount of premiums therefore, established precise cost allocation plans and formulas, provide for the handling of claims, establish pro forma statements of each risk-pooling or other type of insurance program, and specify the amounts and types of excess insurance, if any, to be procured. In addition, the Board shall appoint an Underwriting Committee, Claims Review Committee, and Program Underwriter as soon as practicable. Vacancies on such committees shall be filled by action of the Executive Committee on an interim basis until such time as the Board acts to fill such vacancies.
- B. Premiums and Assessments. The premiums and assessments for each city for any risk-pooling program shall be recommended by the Underwriting Committee and approved by the Board.
- C. Annual Adjustments. The cost allocation plans and formulas adopted by the Board shall provide for an adjustment in each cities premiums following the first year of operation of each program, and annually thereafter, to produce a premium for each year, for each city, for each risk-pooling program, which shall consider the following five items:
 - 1. The city's incurred losses for each risk pooling program; and
 - 2. The city's share of such losses and other expended for each risk pooling program as a proportion of all cities such losses; and
 - 3. The city's contribution to reserves, including reserves for incurred-but-not reported losses, for each risk-pooling program; and
 - 4. The city's share of costs to purchase excess insurance, if any; and
 - 5. The city's share of costs to purchase any additional coverage, as provided in article 14(c).
- D. Notice of Premiums. Premium adjustments shall be made annually, and notices of premiums shall be distributed at least sixty (60) days prior to the close of each insurance

year. All premiums shall be due at payable within thirty (30) days after the effective date of coverage, except as provided in Article 20.

- E. Payment of premiums or Assessments Over Time. Inasmuch as some cities may experience an unusual frequency of losses during a single insurance year which would increase their subsequent premium substantially above the premium for that risk sharing program for the insurance year, or result in an assessment, and cause budgetary problems, the Board may allow for payment of a portion of such subsequent premium or assessment to be made over a period of time not to exceed five years, with reasonable interest.
- F. Underwriting Practices. Underwriting practices shall be generally consistent with industry standards in order to stabilize premiums and permit purchases of excess coverage, and other coverages supplemental to the Memorandum of Insurance.
1. Underwriting Committee. All matters dealing with the scope of coverage and limits of liability provided under the Memorandum of Insurance shall be the primary responsibility of the standing committee established by the Board called the "Underwriting Committee." The Committee shall also be responsible for recommending premiums and assessments to the Board. The Underwriting Committee shall receive advice from the Program Underwriter. Decisions of the Underwriting Committee will be reviewed and acted upon by the Board. A majority of vote of the entire Board shall be required to overrule a decision if the Underwriting Committee in all matters.
 2. Program Underwriter. The program Underwriter selected by the board shall be independent of any broker or insurer with contracts with the Authority and shall not be a staff employee of any party. The Program Underwriter shall advise the Authority concerning its underwriting decisions.
 3. Limits. The limits of liability offered under the Memorandum of Insurance shall be established by the underwriting committee, using the following general guidelines:
 - a. Per-occurrence limits shall approximate two times the annual premiums collected under the program. The limits of liability shall be established annually (at each anniversary) and shall not be amended with mid-term addition or deletion of insurance.
 - b. Annual aggregate limits shall approximate four times the annual premiums collected under the Memorandum of Insurance. The purpose of this limitation is to assure that potential assessments are limited to a maximum relative to the annual aggregate exposure.

The program Underwriter shall recommend limits of liability to the Underwriting Committee. The Underwriting Committee shall approve, disapprove, or modify such recommendation with just cause.

4. Assessments. In the event assessments are necessary, the Program Underwriter shall make recommendations to the Underwriting Committee. The committee, with good cause, may amend, reject, or accept the proposed assessment, and make a recommendation to the board. In the event a recommended assessment is reduced or rejected, and alternate funding mechanism shall be adopted by the Board as necessary to assure solvency of the program.

The assessment amount shall be allocated based on the following criteria:

1. The extent by which any city's losses have exceeded its contribution to the insurance program.
2. In any insurance year, the ratio of a city's claims pending to all cities' claims pending.
3. In any insurance year, the ratio of a city's premiums and other contributions to the total therefore of all cities.

G. Assessment Payment. Assessments are due and payable within 30 days of date of mailing of notice by the Board.

H. Exhaustion of Annual Aggregate Limits. In the event annual aggregate limits are reached for any insurance year, claims payments shall be made proportionally, based on the ratio total claims under the program bear to the annual aggregate limits under the Memorandum of Insurance.

ARTICLE 16 ACCOUNTS AND RECORDS

A. Annual Budget. The Authority shall annually adopt an operating budget, pursuant to Article 8(c) of this agreement.

B. Funds and Accounts. The treasurer of the Authority shall establish and maintain such funds and accounts as required by the Executive Committee and as required by good accounting practice. Books and records of the Authority in the hands of the treasurer shall be open to any inspection at all reasonable times by authorized representatives of cities and as otherwise required by law.

C. Treasurer's Report. The treasurer, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each city.

D. Annual Audit. The auditor shall provide for a certified, annual audit of the accounts and records of the Authority, which audit shall be made by a certified public accountant and

shall conform to generally acceptable auditing standards. A report thereof shall be filed as a public record with each of the cities. Such report shall be filed within six months of the end of the year under examination.

ARTICLE 17
RESPONSIBILITY FOR MONIES

- A. The treasurer of the Authority shall have the custody of and disburse the Authority's funds. He or she shall have the authority to delegate the signatory function of treasurer to such persons as are authorized by the Board.
- B. A bond in the amount determined adequate by the Board shall be required of all officers and personnel authorized to disburse funds of the Authority, such as bonds to be paid for by the Authority.
- C. The treasurer of the Authority shall assume the duties described in Government Code Section 6505.5, including:
 - 1. Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority.
 - 2. Be responsible, upon his and her official bond, for the safekeeping and disbursement of all of the Authority money so held by him or her;
 - 3. Pay, when due, out of money of Authority so held by him or her, all sums payable on outstanding bonds and coupons of the Authority;
 - 4. Pay any other sums due from Authority money only upon warrants approved by the presidents of the Board or his or her designee and the risk manager. The warrants shall be drawn by the auditor, who shall be selected by the Board in accordance with the bylaws and laws.
 - 5. Verify and report monthly to the Authority and to cities the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.
- D. The treasurer shall deposit the funds of the Authority in accordance with the investment policy required by law, and approved by the Board, in those instituting and investments permitted pursuant to Government Code section 53601 et seq.

ARTICLE 18
RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this agreement:

- A. Provide an insurance program, as necessary, including, but not limited to, a self-insurance risk sharing fund, and commercial insurance (which may include excess coverage and umbrella insurance), by negotiation, bid, or purchases.
- B. Assist cities in obtaining insurance coverage for risks not included within the insurance program of the Authority, as permitted in Article 14(C).
- C. Assist each city with the implementation of risk management programs related to risks covered by the Authority's insurance program within the city.
- D. Provide loss prevention and safety consulting services to cities, as required.
- E. Provide claims adjusting and subrogation services for claims covered by the Authority's insurance program, as required.
- F. Provide loss analysis and control by the use of statistical analysis, data processing, and record and file-keeping services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention (as to risk-sharing programs) and deductibles (as to commercial insurance).
- G. Conduct risk management audits to review the participation of each city in the insurance program.
- H. The Authority shall have such other responsibilities as deemed necessary by the Board of Directors in accordance with this agreement.

ARTICLE 19
RESPONSIBILITIES OF CITIES

Cities shall have the following responsibilities:

- A. Each city shall appoint a representative and at least one alternate to the Board of Directors, pursuant to Article 7 of this agreement.
- B. Each city shall maintain an active safety program and shall consider all recommendations of the Authority concerning unsafe practices.
- C. Each city shall maintain its own set of records in all categories of risk covered by the insurance program of the Authority to insure accuracy of the Authority's loss reporting system until no longer deemed necessary by the Board.
- D. Each city shall pay its premium, and any assessment, within thirty (30) days of the invoice date. After withdrawal or termination, each city shall pay promptly to the Authority its share of any additional assessment when and if required of it by the Executive Committee under Article 24 or 25 of this agreement.

- E. Each city shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the insurance program under this agreement.
- F. Each city shall, in any and all ways, cooperate with assist and assist the Authority, and any insurer of the Authority, in all matters relating to this agreement and covered claims and will comply with all bylaws, rules, and regulations adopted or approved by the Board of Directors.

ARTICLE 20
INTERIM PERIOD AND EFFECTIVE DATE OF PROGRAM

- A. Interim Period. Concurrently with approval of this agreement, each city shall approve and accept the proposed premium, fee quote, and Memorandum of Insurance from Driver Insurance. Such approval and acceptance shall be conditioned upon the formation of the Authority and the Authority's approval of the proposed premium fee and Memorandum of Insurance. Each city shall have thirty (30) days from the date of receiving such items in writing to consent by resolution to enter the Authority and accept the provisions of the Memorandum of Insurance.
- B. Effective Date. The proposed Memorandum of Insurance shall state that it shall be effective as of April 1, 1986.

ARTICLE 21
NEW MEMBERS

The Authority shall allow entry into its insurance program by new members only upon approval by the Board, or by the Executive Committee if specifically delegated such authority by resolution of the Board, which resolution may impose such conditions or limitations upon such authority of the Executive Committee as the Board deems appropriate. Cities entering under this article shall be required to pay their share of the organizational expenses, as determined by the Board, including expenses necessary to analyze their loss data and determine their premiums.

ARTICLE 22
WITHDRAWAL

After an initial one-year, noncancellable commitment to the Memorandum of Insurance, a city may withdraw, provided it has given the Authority a six-month written notice of its intent to withdraw from this agreement and the Memorandum of Insurance.

ARTICLE 23
CANCELLATION

Notwithstanding the provisions of Article 22, the Authority shall have the right to cancel, for good cause, any city's participation in the Authority and Memorandum of Insurance upon a two-thirds vote of the entire Board of Directors, provided that a reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere.

ARTICLE 24
EFFECT OF WITHDRAWAL

- A. The withdrawal of any city from this agreement shall not terminate the same, and a city, by withdrawing, shall not be entitled to payment or return of any earned premium, consideration, or property paid or donated by the city to the Authority, or to any distribution of assets, except as provided in Article 25(c).
- B. The withdrawal or cancellation of any city after the effective date of the Memorandum of Insurance or other elements of the insurance program shall not terminate its responsibility to contribute its share of premium or funds to the insurance program of the Authority, until all claims or other unpaid liabilities covering the period the city was a participant have been finally resolved and a determination of the final amount of payments due by the city or credits to the city for such period has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in Article 25(b) of this agreement.

ARTICLE 25
TERMINATION AND DISTRIBUTION

- A. This agreement may be terminated any time during the first year by the written consent of all cities and thereafter by the written consent of three-fourths of the cities; provided, however, that this agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the authority.
- B. The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require cities, including those which were signatory hereto at the time a claim arose or was incurred, to pay their share of any additional assessment, in accordance with loss allocation formulas for final disposition of all claims and losses covered by this agreement. A city's share of such assessment shall be determined on the same basis as that provided for assessments in Article 15(c) and (d) of this agreement.
- C. Upon termination of this agreement, all assets of the Authority shall be distributed only among the parties that have been signatories hereto, including any of the cities which previously withdrew pursuant to Article 22 or were canceled pursuant to Article 23 of this agreement, in accordance with and proportionate to their cash contributions (including premium payments and property at market value when received) made during the term of this agreement. The Executive Committee shall determine such distribution within six months after disposal of the last pending claim or loss covered by this agreement.
- D. In the absence of an Executive Committee, the Risk Manager shall exercise all powers and authority under this Article. The decision of the Executive Committee or Risk Manager under this article shall be final.

ARTICLE 26
PROVISION FOR BYLAWS AND PLAN DOCUMENT

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed and shall adopt Authority bylaws and a plan document to govern the day-to-day operations of the Authority. Each city shall receive a copy of any bylaws, plan document, or other document developed under this article.

ARTICLE 27
NOTICES

Notices to cities hereunder shall be sufficient if delivered to the clerk of the respective city.

ARTICLE 28
ENFORCEMENT

The Authority shall have the right to enforce this agreement. If any suit or other proceeding or arbitration is brought by the Authority, or any member, to enforce this agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorneys' fees. No court proceedings shall be initiated by the Authority, affected member, or withdrawn member agency, other than for the collection or return of assessments or premiums. Other disputes shall be resolved as provided in the bylaws.

ARTICLE 29
INVALIDITY

Should any portion, term, condition, or provision of this agreement be determined by a court of competent jurisdiction to be illegal and in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portion, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 30
TORT LIABILITY

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code. Therefore, the parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, each assumes the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of the Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve this purpose each party indemnifies and hold harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of Section 895.2 of the Government Code.

Upon exhaustion of aggregate policy limits, as described in Article 15, under the Memorandum of Insurance (and excess insurance, if obtained) for any insurance year, no city or party shall be assessed or held in any way responsible for the claims or losses of any other city which are excess of such limits; and any expenses that may reasonably be incurred as a result of such excess claims. Accordingly, this agreement does not affect city claims processing or payment after exhaustion of aggregate policy limits; however, such claims management procedures may be considered by the Authority in evaluating the conformance of city risk management practices with Authority standards.

ARTICLE 31
CLAIMS, LITIGATION, OR JUDGMENTS AGAINST THE AUTHORITY

- A. Defense of Claims. As to any claim or action against the Authority which is based on or arises out of an occurrence involving an officer or employee of the Authority during the course and in the scope of such duties, who is also an officer or employee of a city, such claim or action against the Authority will be defended by the Authority to the extent required by law. Such claims or actions shall not be considered claims or actions against such city solely as a result of employment by the Authority.
- B. Claims and Judgment Against the Authority. Claims and judgments against the Authority shall be paid from, or charged to, the appropriate coverages or self-insured funds the Authority has established against such claims, judgments or losses. Such amounts shall be paid from the Authority's own coverage or self-insured funds.
- C. Arbitration. Any differences, claims or matters in dispute arising between or among members shall, if such differences arise out of this agreement or the bylaws, be submitted by such members to arbitration by the American Arbitration Association or its successor under the pertinent provisions of the laws of the State of California relating to arbitration, except as provided below. The decision of the arbitrator(s) may be entered as a judgment in any court of the State of California or elsewhere. Costs of arbitration, including reasonable attorneys' fees, shall be recoverable in arbitration.
- D. Authority Representation Conflicts. Any differences, claims or matters in dispute arising between or among members shall, if such differences do not arise out of this agreement or the bylaws, be handled as follows:
1. After being notified in writing that one member agency has filed a formal claim against another in accordance with provisions of the Government Code, the Authority can no longer act on behalf of either member insofar as the case giving rise to the claim is concerned if the claim involves a risk covered by the Memorandum of Insurance, or other risk-sharing insurance policy of the Authority in which each of the involved members is a participating member.
 2. Conversely, the Authority may continue to act on behalf of a participating member, even after receipt of written notice of a formal claim filed by one member agency against another, provided the claim only involves a risk-sharing

insurance policy of the Authority in which only one of the involved member agencies is participating.

In any case falling within the boundaries of (1) or (2) above, the Authority may, in its discretion, act on behalf of one or all involved members, provided that the Authority first obtains the written consent of each involved member; provided that the failure of the Authority to act on behalf of any member under this section shall not affect the Authority's obligation to provide coverage, including coverage of legal defense costs under the Memorandum of Insurance or other risk-sharing insurance of the Authority.

ARTICLE 32
PROHIBITION AGAINST ASSIGNMENT

No city may assign any right, claim, or interest it may have under this agreement, and no creditor, assignee or third-party beneficiary of any city shall have any right, claim, or title to any part, interest, fund, premium, or asset of the Authority.

ARTICLE 33
AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this agreement by authorized officials thereof on the date indicated below:

City of Chula Vista
By:

Authorized by Resolution No.

City of Del Mar
By:

Authorized by Resolution No.

City of Escondido
By:

Authorized by Resolution No.

City of Lemon Grove
SANDPIPA
Joint Powers Agreement
April 1, 1986

City of Coronado
By:

Authorized by Resolution No.

City of Encinitas
By:

Authorized by Resolution No.

City of Imperial Beach
By:

Authorized by Resolution No.

City of National City

By:

Authorized by Resolution No.

City of Oceanside

By:

Authorized by Resolution No.

City of Solana Beach

By:

Authorized by Resolution No.

By:

Authorized by Resolution No.

City of Santee

By:

Authorized by Resolution No.

City of Vista

By:

Authorized by Resolution No.

BYLAWS

San Diego Pooled Insurance Program Authority for Municipal Entities (SANDPIPA)

PREAMBLE

The San Diego Pooled Insurance Program Authority For Municipal Entities (hereinafter the "SANDPIPA" or "Authority") is established for the purpose of developing and operating a cooperative program including risk-sharing and non-risk sharing insurance, self insurance and risk management, and to provide a forum for discussion, study, development and implementation of procedures and policies of mutual benefit in risk management programs under the "San Diego County Cities Joint Powers Agreement For Risk Management and Related Insurance Coverage" creating SANDPIPA (hereinafter the "Agreement") dated September 1986, as amended from time to time. In the event of any conflict between these Bylaws and the Agreement, the Agreement shall govern.

Section 1. PURPOSES

The purposes of SANDPIPA are:

- a. To provide a variety of insurance and risk management programs that enable the parties to the Agreement to benefit from the size of their combined membership to reduce the cost of insurance, including group self-insurance, and related programs to those members who wish to participate.
- b. To explore, develop and implement all avenues of cooperative risk management programs, including the purchase of excess insurance and reinsurance, the retention of common claims administration and the development of model loss control programs.
- c. To monitor local, state and federal legislative and agency risk management activities with the intent of advocating SANDPIPA's position through coordination with appropriate representatives.
- d. To provide group self insurance and risk management programs and systems for payment of claims and benefits as authorized by the member agencies; to administer a program wherein members subscribe to a funding plan designed to relieve the impact of heavy losses; to jointly purchase excess insurance, reinsurance, administrative and other services including risk management, consulting, brokering, claims administration, claims adjusting, loss prevention, data processing, legal and related services.
- e. To acquire, hold and dispose of property, real and personal, necessary or desirable for the purpose of providing members with group self insurance and risk management programs including, but not limited to, the acquisition of necessary facilities and equipment, the employment of personnel and the operation and maintenance of a system of risk management.

Section 2. BOARD OF DIRECTORS

Representatives of the parties to SANDPIPA, as provided in the Agreement, shall be the Board of Directors and may be referred to hereinafter as the "Board".

a. Composition of the Board. The Board shall consist of one representative from each party, as designated by the party's governing body. The party's governing body shall also designate one alternate representative, who may attend meetings and vote in the absence of the representative. Each representative and alternate shall be a staff employee of the appointing party.

b. Duties of the Board. The Board shall:

- (1) Provide policy direction to the Executive Committee and the Risk Manager as necessary and provided by these Bylaws.
- (2) Decide all matters on which the Executive Committee is required to make recommendations.
- (3) Approve the following:
 - (a) Selection and employment of a Risk Manager.
 - (b) Admission of parties to the Authority.
 - (c) Expulsion of parties for good cause.
 - (d) Selection of claims administrators.
 - (e) Selection of broker.
 - (f) Selection of excess insurance and reinsurance policies after considering the advice of the Risk Manager.
 - (g) Selection of legal counsel to the Authority.
 - (h) Selection of an independent underwriter.
- (4) Promulgate procedures for the operation and administration of the self-insurance and risk management programs of the Authority by means of resolutions and operating plans.

Section 3. MEETINGS OF THE BOARD

The Board shall establish a time and place to hold regular meetings not less often than quarterly. The President shall mail notice of all Board meetings to each representative on the Board. Meetings shall be conducted pursuant to the most current edition of Robert's Rules of Order or such other procedural rules as the Board may establish from time to time.

Section 4. EMPLOYMENT OF RISK MANAGER

- a. The Board may employ or contract for the services of a Risk Manager Administrator to administer and operate SANDPIPA's programs of risk management under the direction and supervision of the Board and the Executive Committee. The Risk Manager may be an individual or a business entity. The Risk Manager shall not be an employee of a member of SANDPIPA.
- b. Compensation, termination and other employment matters respecting the Risk Manager shall be approved by the Board. SANDPIPA may, but is not required to, enter into a written contract of employment with the Risk Manager.

Section 5. QUORUM--VOTING

- a. A quorum for the transaction of business by the Board shall consist of a majority of the Board.
- b. Unless otherwise provided, all matters within the purview of the Board may be decided by majority vote of a quorum of the Board. Those matters which the Agreement or Bylaws specify as requiring a two-thirds vote of the Board must be decided by a vote of two-thirds of all members of the Board.
- c. No party shall vote upon decisions with respect to any existing program of insurance or self-insurance offered by or procured through the Authority in which that party is not a participant. At a meeting at which a quorum of the Board is present, a majority of the participants in a particular program may take action with respect to the program. All parties may vote upon decisions with respect to a new program proposed to be carried out by or through the Authority.

Section 6. EXECUTIVE COMMITTEE

- a. Establishment. The Executive Committee established by SANDPIPA shall be responsible for the administration and operation of the risk management programs of the Authority, subject to the control of the Board, as provided in these Bylaws.
- b. Membership. Membership in the Executive Committee shall consist of the Board President, Vice-President and Treasurer, and a member at-large nominated by the Board President and approved by the vote of the Board, whose term shall run concurrently with the nominating Board President and expire upon completion of the President's term.

- c. Non-delegable Duties. The Executive Committee shall have the following duties, which it may not further delegate:
- (1) Implementing policy and monitoring activities of the Treasurer, Auditor and Risk Manager.
 - (2) Adopting a set of procedural rules for Committee meetings.
 - (3) Performing the advisory duties set forth in subparagraph (e), below.
- d. Delegable Duties. The Executive Committee shall perform, delegate or contract to have performed the following functions:
- (1) Establish criteria for selection of a Risk Manager. Interview candidates. Make selection recommendations to the Board. Selection criteria shall include demonstrated knowledge and experience regarding the laws and procedures concerning claims against public entities.
 - (2) Establish criteria for selection of insurance brokers, underwriters, or companies and other risk management services. Interview candidates. Make selection recommendations to the Board. Selection criteria shall include demonstrated knowledge and experience regarding the laws and procedures concerning claims against public entities.
 - (3) Establish criteria for selection of claims administration and claims adjusting services. Interview candidates. Make selection recommendations to the Board. Selection criteria shall include a requirement that claims persons show knowledge and understanding of the laws regarding claims against public entities.
- e. Advisory Duties. The Executive Committee shall make recommendations respecting the following matters which must be approved by the Board before becoming effective:
- (1) Recommend to the Board risk management programs, claims administration services, adjusting services, loss prevention services and other risk management services that can help the Authority carry out its risk management objectives and its obligations to parties.
 - (2) Recommend to the Board each party's share of operating costs.
 - (3) Recommend to the Board appropriate insurance broker(s) and legal counsel.

- (4) Recommend authorizing payment of proper charges for costs of administration.
- (5) Recommend a Conflict of Interest Code, bonding requirements for officers Executive Committee, Officers and Risk Manager.
- f. Other Powers. The Executive committee shall have such other powers and functions as are provided for in the Bylaws or specifically delegated by the Board.
- g. Meetings of the Committee. The Executive Committee shall conduct meetings as are necessary to accomplish the business of SANDPIPA.
- h. Reports. The Executive Committee shall report to the Board not less than quarterly in order to advise the Board of its decisions and activities and the status of ongoing programs.
- i. Appeal to the Board. Any decisions of the Executive Committee may be appealed to the Board by any party, subject to such restrictions as the Board may adopt.

Section 7. OFFICERS OF THE AUTHORITY

- a. Officers. The officers of the Authority shall be:
 - (1) President
 - (2) Vice President
 - (3) Clerk
 - (4) Treasurer, who may also serve as Auditor
 - (5) Auditor, who may also serve as Treasurer
- b. Method of Selection.
 - (1) The Board shall elect the President and Vice President of the Authority for two-year terms at its first meeting in January of even-numbered years, or as necessary to fill a vacancy for the balance of the unexpired term of either office. In the case of such a vacancy in the office of the President, the Vice President shall succeed to the office and a new Vice President shall be elected.
 - (2) The Board shall designate the Clerk, Treasurer and Auditor in the manner provided for in these Bylaws.
 - (3) Any Officer may be recalled at any time by a two-thirds vote of the Board.

c. President.

- (1) The Board shall elect the President from its membership.
- (2) The duties of the President are to:
 - (a) Preside at and conduct meetings of the Board;
 - (b) Serve on the Executive committee and appoint members to Board committees, other than the Executive Committee; and
 - (c) Execute documents on behalf of the Authority.

d. Vice President.

- (1) The Board shall elect the Vice President from its membership.
- (2) The Vice President shall exercise the duties of the President in the absence, or upon a vacancy in the office, of the President.

e. Clerk.

- (1) The Board shall select the Clerk.
- (2) The duties of the Clerk are to:
 - (a) Attend the meetings of the Board and keep minutes thereof;
 - (b) Keep all official records of the Authority not required to be kept by the Treasurer;
 - (c) File such notices and statements as are required by Sections 6503.5 and 53051 of the Government Code; and
 - (d) Give notice of meetings as required by law.
- (3) An assistant or deputy clerk may be designated by the Board to act for the Clerk.

f. Treasurer.

- (1) The Treasurer may be, ex officio, the treasurer of a city designated by the Board. Alternatively, the Treasurer may be, ex officio, a certified public accountant designated as Treasurer by the Board as permitted by Section 6505.5 of the California Government Code. The Treasurer may also be a

Board member, as permitted by Section 6505.6 of the California Government Code.

- (2) The duties of the Treasurer are to:
 - (a) Perform the duties of the Treasurer prescribed in Section 6505.5 of the Government Code.
 - (b) Attend meetings of the Executive Committee as necessary; and
 - (c) Sign warrants or such other negotiable instruments as may be used for proper disbursement of moneys from any SANDPIPA fund.
- (3) If a city treasurer is appointed, any assistant or deputy of that treasurer is, ex officio, a Deputy Treasurer of the Authority and may act for the Treasurer. The Board may set minimum qualifications which any such assistant or deputy may be required to meet.
- (4) If a certified public accountant is used as Treasurer, then the Board shall set his or her rate of compensation, and the deputies, if any, may be appointed by the Board.

g. Auditor.

- (1) The Treasurer shall also serve as the Auditor.
- (2) The duties of the Auditor are to:
 - (a) Perform the duties of the Auditor prescribed in Sections 6505, 6505.5, and 6505.6 of the Government Code;
 - (b) Attend meetings of the Board or Executive Committee as necessary; and
 - (c) Cause an annual independent audit to be made by a certified public accountant approved by the Board.

Section 8. RISK MANAGER

There may be a SANDPIPA Risk Manager appointed by the Board. The Risk Manager shall be responsible for the day to day administration, management and operation of SANDPIPA's programs of risk management and he or she shall be subject to the direction and control of the Board and the Executive Committee.

a. Responsibilities.

The responsibilities of the Risk Manager shall include, but not be limited to:

- (1) Monitoring status of SANDPIPA's programs and operations, losses, administrative and operational costs, service companies' performance, brokers' performance;
- (2) Providing appropriate risk management counseling and information to parties;
- (3) Writing quarterly reports to each member agency detailing loss experience, desirable corrective actions, and other information pertinent to risk management programs being handled by SANDPIPA;
- (4) Preparing an annual budget;
- (5) Advising State Legislators on SANDPIPA's needs, and advising cities on legislative developments;
- (6) Advising cities of the risk impact of proposed new or changed programs;
- (7) Assisting the Executive committee and the Board in selecting brokers, legal counsel, insurance companies, insurance policies, and claims administration services;
- (8) Contracting for actuarial studies, as directed by the Board;
- (9) Advising cities on selection of claims attorneys;
- (10) Developing criteria to assist cities in preparation of risk management plans consistent with the Authority's master risk management plan;
- (11) Conducting risk management audits to review the participation of each member agency in the program;
- (12) Developing effective risk management and loss control procedures and advising parties on how to implement them; and
- (13) Selecting and supervising SANDPIPA employees as authorized by the Board or the Executive Committee.

b. Compensation--Employment

- (1) The Risk Manager shall be compensated for his/her services to the Authority in such amounts and manner as may be fixed from time to time by the Board.
- (2) Details respecting compensation, termination, bonding requirements, and other employment-related matters pertaining to the Risk Manager shall be in accordance with terms and conditions as the Board shall set.

Section 9. PARTIES

a. Any party to the Agreement is a "party", "member," "member agency" or "city", as used in these Bylaws. The Authority shall also be considered an unrepresented "party". Any local public entity in the County of San Diego may become a party to the SANDPIPA Agreement by consenting to be bound by the Agreement and these Bylaws and by complying with all of the following requirements:

- (1) Submit application for membership and obtain Board approval;
- (2) Execute the original of the SANDPIPA Agreement, as amended from time to time; and
- (3) Accept the terms and conditions of the Memorandum of Insurance issued through the Authority, as amended from time to time, unless the Board specifically finds that special circumstances warrant admission of a party without such participation.

b. Non-city local public entities that may exercise common powers may be admitted as participants, upon terms and conditions approved by the Board.

c. A local public entity which is a dependent or subsidiary agency of a city, or a nonprofit corporation wholly owned by a city which has express statutory authority to insure such entity, may be a named insured under the Memorandum of Insurance, provided that: (1) the premium paid and self-insured retention of the affiliated participating city, approved by the Board of SANDPIPA, is based upon and includes the risks of all such named insureds for that city; and (2) the city acknowledges, by appropriate action, its responsibility to SANDPIPA for payment of premiums and assessments on behalf of the named insured.

Local public entities which do not meet the above criteria may become a named insured under the aegis of a participating city if conditions (1) and (2) above are met; and (3) the Board determines that the entity's risks are of the same or similar character to those faced by member cities; (4) the Board determines that it is not appropriate for the entity to join SANDPIPA as a member; and (5) legal counsel for the Authority determines that the entity is a public entity for purposes of insurance.

Section 10. DUTIES OF CITIES

Each city shall:

- a. Appoint a director and an alternate to the Board.
- b. Provide necessary data to assist in obtaining reinsurance or excess insurance and claims administration services quotes.
- c. Establish and maintain an active risk reduction and safety program approved by the Executive Committee.
- d. Establish and maintain a prudent claims management program for the party's self-insured risks.
- e. Pay when due all assessments levied by the Board pursuant to the SANDPIPA Agreement, Bylaws, and Board policies adopted in furtherance of the Agreement or Bylaws.
- f. Enter into and maintain any contract of insurance or reinsurance required by the Board. Parties will, at a minimum, maintain liability insurance through the Memorandum of Insurance offered by the Authority.
- g. Comply with the letter and spirit of the SANDPIPA Agreement and these Bylaws.

Section 11. RIGHTS OF CITIES

The rights of cities are to:

- a. Have the Board designate appropriate required contracts of insurance with excess insurers or reinsurers to provide coverage above the level of risks retained by the city or the Authority;
- b. Receive assistance from the Risk Manager in establishing and maintaining a risk management program compatible with the master risk management program of the Authority;
- c. Appeal decisions of the Executive or other Committee to the Board, subject to such restrictions as the Board may adopt by resolution, by Bylaw, or in the Plan Document;
- d. Withdraw from the Authority, as provided in the Agreement and Bylaws;
- e. Dissolve the Authority by a three-fourths vote of all parties;

- f. Receive a refund of any unearned premiums or a proportionate share of any assets of the Authority following dissolution of the Authority; and
- g. Certify the scope of authority for coverage purposes of individual officers and employees.

Section 12. FINANCIAL ORGANIZATION

a. Funds. The Authority and its participating member agencies shall establish and maintain the following operating, self-insurance and insurance funds:

(1) Group Self-Insurance Fund. Each participant, including the Authority, with the advice of the Authority, shall establish for each area of risk participation a fund for the predicted and expected first layer of losses. Each party will maintain this fund solely for such purposes.

(2) Excess Insurance and Reinsurance Funds. Separate funds shall be established and maintained for payment of any excess insurance or reinsurance premiums for liability insurance and for each other risk area handled by SANDPIPA. Collection and payment of premium shall be based on procedures or formulas approved by the Board.

(3) Administration and Risk Management Fund. The cost of general risk management services and those costs of the Risk Manager related to the overall operation of SANDPIPA shall be collected and distributed through a separate fund. The Board shall establish allocation of costs to individual parties.

(4) Risk Sharing Pool Funds. All financial transactions related to the establishment and operation of each risk-sharing pool shall be accounted for by a separate fund.

(5) Other Funds. The Board may establish additional funds as it finds necessary to manage the business of SANDPIPA.

(6) Title to Funds. The Authority has legal and beneficial title to all funds collected from or owed to the Authority by any member agency.

b. Deposit and Investment of SANDPIPA Funds. The Treasurer shall deposit and invest SANDPIPA funds subject to the restrictions and guidance set forth in Government Code section 53600 et seq. and the Authority investment policy. The Treasurer shall prepare a monthly report to the Board and the cities of the status of all funds and investments.

c. Audit. An annual audit of the financial affairs of SANDPIPA shall be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles. A copy of the annual report shall be delivered to each member agency. The cost of the annual audit shall be paid in the same manner as other administrative expenses are paid.

Section 13. CLAIMS SETTLEMENT AUTHORITY

a. Jointly Purchased Excess Insurance. The determination of whether a claim is to be allowed, compromised, settled, or rejected shall be that of the party against whom the claim is filed, unless otherwise agreed by the parties participating in the excess insurance program.

b. Other Risk-Sharing or Commercial Insurance Programs. Settlement authority for non-excess claims shall be handled in accordance with the Agreement, Memorandum of Insurance, or other applicable contracts of insurance.

Section 14. EXPULSION OF PARTICIPANTS

a. A party to this Agreement may be excluded from Authority participation when its actions, policies or practices:

(1) Cause the member to not substantially comply with the terms of the Agreement;

(2) Cause the member to fail in substantially complying with a written and acknowledged term or condition of participation previously established by the Board;

(3) Cause an adverse liability risk which the party fails to remedy within a reasonable time after receiving written notice from the Board as to appropriate corrective action;
or

(4) Cause an adverse premium rate adjustment to other member agencies by virtue of its insurance procurement practices.

b. The Board may, by a two third (2/3) vote, terminate and exclude the offending member from any and all benefits of participation in SANDPIPA.

Section 15. NOTICES AND CLAIMS

a. Any notice to the Authority required under these Bylaws shall be given by delivery of such notice in writing, to the Clerk designated by the Board.

b. Notices by or from the Authority to member agencies, other than meeting notices, shall be given by delivery of such notices to the Clerk of the member agency or agencies affected.

c. Claims against the Authority shall be presented to the Clerk of the Authority.

Section 16. DEFENSE AND REPRESENTATION PRIORITY.

a. Member agencies and any individual officer, official agent or employee who acts in the scope of authority shall be entitled to indemnification for legal representation under the agreement once approved by the Claims Committee, Executive Committee or the Board. The member agency shall first certify that each named (or later named) individual defendant was acting in the scope of authority before legal representation shall be tendered. In the event of a conflict of interest between the member agency and an individual defendant, or upon a determination that the individual defendant was not acting in the scope of authority, the Authority shall provide indemnification for legal representation of the member agency and any non-conflicted individual defendant(s); provided, however, that if it is later determined that any conflicted individual defendant was acting in the scope of authority, then the cost of representation or liability coverage, or both, may be allowed or reimbursed by the Board to the extent of the member agency's liability determined, for claims covered under the Memorandum of Coverage.

b. The Board shall not have either the duty or the obligation to provide any individual defendant, or any individual conflicted defendant, with legal indemnification for representation, unless expressly agreed to by the member agency.

c. If two or more member agencies submit claims for coverage concerning an incident in which they were jointly involved and as to which they face potential joint or several liability, and it should further appear there may be a conflict of interest or of representation, each shall be entitled to select counsel of its choice, subject to any other conditions or limitations within the Memorandum of Insurance, or the excess liability policy. Any such entitlement to separate legal counsel shall have no bearing on whether or not there is coverage for the claim(s), or any part thereof, under either the Memorandum of Insurance or the excess liability policy.

Section 17. AMENDMENTS.

Amendments to the Bylaws may be adopted by a majority vote of the Board.

Section 18. EFFECTIVE DATE

These Bylaws and any amendments shall be effective immediately upon their approval by the Board.

Approved as amended, by the Board of Directors of the San Diego Pooled Insurance Program Authority this 8th day of February, 2001.

President

ATTEST:

Clerk

SAN DIEGO POOLED INSURANCE PROGRAM

AUTHORITY FOR MUNICIPAL ENTITIES

POOLED LIABILITY INSURANCE PROGRAM

PLAN DOCUMENT

November 2, 2006



TABLE OF CONTENTS

| | <u>Page</u> |
|-------|--|
| I | GENERAL STATEMENT 1 |
| II | PURPOSE OF PROGRAM 1 |
| III | GENERAL PROGRAM OPERATIONS 1 |
| IV | DEFINITIONS 2 |
| V | UNDERWRITING GUIDELINES 5 |
| VI | DETERMINATION OF FUNDING 6 |
| VII | ACCEPTANCE OF NEW MEMBERS 6 |
| VIII | UNDERWRITING PROCESS: ESTABLISHMENT OF MEMBER CONTRIBUTION . . 7 |
| IX | DIVIDENDS AND ASSESSMENTS 8 |
| X | CLAIMS HANDLING PROCEDURES 10 |
| XI | MODIFICATION OF THIS DOCUMENT 13 |
| XII | EFFECT OF WITHDRAWAL. 13 |
| XIII | CLAIMS AUDITS 13 |
| XIV | ACTUARIAL STUDIES 14 |
| XV | DISPUTES 14 |
| XVI | MEMORANDUM OF COVERAGE, ENDORSEMENTS, COVERAGE QUESTIONS. . 15 |
| XVII | LIMITS OF LIABILITY. 15 |
| XVIII | HANDLING/INVESTMENT OF RESERVE FUNDS 15 |
| XIX | PARTICIPATING MEMBER RESERVE FUND LEVELS 16 |
| XX | EXECUTIVE COMMITTEE 16 |
| XXI | CONTINGENCY PLAN 16 |

**SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY FOR MUNICIPAL ENTITIES**

POOLED LIABILITY INSURANCE PROGRAM

PLAN DOCUMENT

I. GENERAL STATEMENT

In September, 1986, cities of the San Diego Pooled Insurance Program Authority for Municipal Entities (hereinafter the "SANDPIPA" or "Authority") entered into a Pooled Liability Insurance Program (hereinafter the "Program") funded through the annual member contribution providing coverage from April, 1986. The purpose of this document is to formally summarize general understandings and guidelines for the administration of this Program. It is intended that this document shall not:

- A. Limit the authority of the Board of SANDPIPA.
- B. Infringe on rights and authorities of individual cities.
- C. Modify in any way the terms and conditions of the Joint Powers Agreement (hereinafter the "Agreement") establishing SANDPIPA, the Bylaws, or the Memorandum of Coverage issued by SANDPIPA.

II. PURPOSE OF PROGRAM

It is recognized by all participants in the Program that self-insurance may be a desirable alternative to the "standard" insurance markets and that this Program represents such an alternative. Participants have recognized that the only source for payment of claims against the Program may be the pooled assets of member agencies. It is also recognized that this entails an exposure to members above and beyond annual member contribution payments.

III. GENERAL PROGRAM OPERATIONS

All Program participants shall make annual member contributions (as determined through accepted underwriting methods) into a "pool" of funds to be held as reserves against future losses. Risk of loss is shared under this Program among participants. Assessments may be required in the event "pooled" funds are inadequate to pay projected losses.

This Plan Document establishes the methods of administration of the program. Such administration is consistent with sound professional insurance industry standards and includes:

- A. Adherence to underwriting principles in an effort to accurately establish proper funding levels.

- B. Establishment of sound claims management procedures to protect pooled funds.
- C. Use of professional consultants to counsel in all matters relating to insurance practices and legal issues.
- D. Control of the Program by participating agencies.
- E. Pooled funds maintained in a trust or custodial account.

Participants have agreed to contribute annually and pay assessments (if any), share risk of loss, share cost, and cooperate on claims management under the SANDPIPA Agreement and the Memorandum of Coverage offered through the Authority.

IV. DEFINITIONS

All terms not defined shall have the corresponding meanings listed in the Agreement.

- A. Administrative Costs. Those costs associated with the day to day operations of SANDPIPA, including but not limited to: Cost of management staff, office expenses and computer; claims audits; financial audits; actuarial studies; legal costs; memberships in associations such as AGRIP, PARMA and CAJPA; Accreditation; Fidelity Coverage; Board Meeting expenses; staff travel expenses and the use of consultants.
- B. Annual Member Contribution. The total amount payable, annually, by members for the liability program is the cost of SANDPIPA's operating expenses and the cost to purchase excess insurance or reinsurance and the amount to fund the risk-sharing layer. The amount excludes any assessments
- C. Assessments. Additional funds required to be paid from time to time as necessary through the assessment procedure to ensure the "solvency" or ability to meet financial obligations of the Authority or any pooled liability insurance.
- D. Board. The Board of Directors of SANDPIPA comprised of one representative from each party as designated by the party's governing body.
- E. Claims Committee. A standing committee established by the President of the SANDPIPA Board, comprised of a chairman and vice-chairman (elected from members of the Committee) and three members-at-large from participating agencies. The President shall be an alternate to any of the five member cities' representatives. The alternate shall have the authority to attend, participate in, and vote at any meeting of the Committee when the regular member for whom (s)he is an alternate is absent from said meeting. Although the alternate may attend meetings, (s)he shall not participate in or vote at any meeting of the Committee when all regular members are present at said meeting. Any member of the Committee shall be excused from

participating in or deciding upon any claim tendered by the member agency he or she represents. Neither the President nor the Vice-President may be elected as chairman or vice-chairman of the Committee. The SANDPIPA Risk Manager, Program Underwriter, Program Broker, Program Excess Claims Manager, and Program Excess Claims Attorney serve as advisors to the Claims Committee.

The purpose of this committee is to review all open claims submitted through the reporting procedures of the Authority and to:

1. Review reserve levels with regard to potential exposure.
2. Report claims to the Program Excess Claims Manager as necessary.
3. Review the specific "handling" of all potential losses.
4. Make recommendations to individual members for settlement or defense and/or tendering of losses.
5. Obtain the opinion of legal counsel regarding the existence of coverage for pending claims.
6. Review and approve or set reserve levels on all excess claims.
7. Adopt a set of procedures under which claims will be reported, reviewed, and handled, to be distributed to all members for reference.
8. Make recommendation to the Underwriting Committee regarding possible coverage changes when warranted by claims experience.

F. Excess Claim. A claim which may exceed the self-insured retention of a city.

G. Memorandum of Coverage. Shall mean the basic liability self-insurance program funded by risk-sharing, issued through the Authority in contract form. This Memorandum of Coverage is referred to as the Memorandum of Insurance in the Joint Powers Agreement Article I Definitions.

H. Pool Layer Contribution. Total contributions paid exclusive of administrative fees and the excess insurance amount for the risk sharing layer.

I. Pooled Liability Coverage. Any agreement established to provide third-party liability insurance coverage to member public entities through risk sharing. Financial backing of such policy is to be through pooled member assets and may be supplemented by other forms of insurance.

The Program Underwriter recommends member contribution amounts to the Board under this Plan Document.

- J. Program Excess Claims Manager. Shall be an individual or legal entity on contract with or employed by the Board of SANDPIPA for the express purposes of representing the participants in the Memorandum of Coverage as respects claims which may be expected to be paid from the risk-sharing pool and/or any excess insurance program.
- K. Program Underwriter. An individual or legal entity either under contract with or employed by the SANDPIPA Board to provide underwriting services.
- L. Risk Management. The process through which risk or loss is transferred, reduced, eliminated, or knowingly assumed to minimize the overall exposure to a member agency.
- M. Tendered Claim. A claim which is tendered by an individual city to the Authority for handling by the Program Excess Claims Manager. That city has thereby agreed to pay the full self-insured retention liability accruing from any judgment or settlement arising from such claim.
- N. Underwriting Committee. A standing committee to be established by the President of the SANDPIPA Board comprised of a chairman (elected from the members of the Committee) and four members-at-large from participating agencies. The President shall be an alternate to any of the five member cities' representatives. The alternate shall have the authority to attend, participate in, and vote at any meeting of the Committee when the regular member for whom (s)he is an alternate is absent from said meeting. Although the alternate may attend meetings, (s)he shall not participate in or vote at any meeting of the Committee when all regular members are present at said meeting. Neither the President nor the Vice-president may be elected as chairman or vice-chairman of the Underwriting Committee. The SANDPIPA Risk Manager, Program Underwriter, and Program Broker serve as advisors to the Underwriting Committee. The purpose of this committee is to review recommendations from the Program Underwriter and Claims Committee and make recommendations to the Board as respects:
1. Acceptance of new members and named insureds
 2. Rejection of new members and named insureds
 3. Memorandum of Coverage form changes
 4. Member contribution calculations
 5. Establishment of self-insured retention levels
 6. Levels of assessments
 7. Allocation of assessments

8. Questions of coverage regarding specific excess claims or incidents
9. Purchase or rejection of all excess insurance and reinsurance
10. Any other matters from time to time as may be necessary.

V. UNDERWRITING GUIDELINES

The following represent general guidelines of risk acceptability for member cities:

- A. Members should be of general size, geographical location, and quality of risk so as to be comparable to existing members.
- B. It is not the intent to offer membership to any county governments.
- C. Financial condition of prospective members must be such so as to ensure ability to make annual contributions and pay assessments.
- D. Risk management practices of each member should be consistent with other members, as well as with generally accepted guidelines. The Underwriting Committee will review such practices.

VI. DETERMINATION OF FUNDING

It is the goal of SANDPIPA to prudently fund its risk sharing Program. It is the purpose of this section to outline the basic financial factors and assumptions utilized by the Program to assure prudent funding. Terms with special meaning related to this policy and procedure are defined in the "Definitions" section.

General Funding Goals:

- A. Establish long-term stability and predictability in Program coverage costs.
- B. Assure solvency of the pool to decrease the risk of assessments.

Annual Funding Goals:

- A. Fund the budgeted/expected cost of excess or reinsurance.
- B. Fund the budgeted/expected cost of administrative expenses associated with operating the Program.

The program will annually review funding and may consider the following ratios:

Equity to SIR Target = 3 to 5:1
This ratio is a measure of the maximum amount equity could decline due to a single full limits loss. It also measures the funds available to take a higher SIR. A high ratio is desirable.

Net Premiums to Equity Target = .5 to 1
This ratio measures whether inadequate funding for new years could adversely affect equity.

Claims Reserves plus IBNR to Equity Target = Less than < 3.5 to 1
This ratio is a measure of how equity is leveraged against total reserves.

Change in Prior Year's Loss Development Target = < 20%
This ratio is a measure of the development in prior years' ultimate net loss run from one year to the next.

Change in Member Equity Target = < 10%
This ratio measures if a decline in equity in excess of 10% has taken place. If it has then SANDPIPA may want to consider an increase in pricing.

- C. Calculate the forthcoming annual pool layer at the actuarially determined, "Ultimate Net Loss" value, discounted for interest income earnings at the pool's projected interest rate for the forthcoming period. The actuarial confidence level for the projection will be determined annually to meet the overall funding needs as determined in Section IX., Dividends and Assessments.
- D. Utilize then current generally accepted accounting principles when reporting actuarially determined values in audited financial statements of the JPA. As such principles call for reporting at an expected confidence value the statements shall be footnoted, or be otherwise documented, to show the Program's liabilities and net equity at a discounted value associated with the confidence level required in C. above.
- E. Footnote, or otherwise document, the audited financial statements of the Program with a "catastrophic reserve" category within the equity section of the JPA financial statements. Such a category will provide a dollar amount of equity designated as "catastrophic reserve". Such an amount shall be equal to the difference between stating the Program's liabilities at a discounted confidence level utilized in C. above, compared with recording such liabilities at the actuarially "expected" level."
- F. Calculate individual member annual contribution amounts in accordance with Section VIII., Underwriting Process; Establishment of Member Contributions of this document.

VII. ACCEPTANCE OF NEW MEMBERS

Prospective members will make application on a form approved by the Authority and shall work with the Risk Manager or other person designated by the Board, in accurately completing the form. The application must contain any and all information deemed necessary by the Program Underwriter and the Underwriting Committee, including a current liability application with all proposed affiliated named insureds, and must furnish, at a minimum, the information described under "Underwriting Guidelines", as well as complete financial information and claims administration procedures needed to establish the applicant's financial capability to meet potential Program obligations.

All Program members must be members of SANDPIPA and make concurrent application for same, fulfilling any financial obligations of membership. Application fees may be determined by the Board. If the applicant joins SANDPIPA the application fee will be credited to that year's contribution.

Applications shall be reviewed by the Risk Manager or other person designated by the Board, and presented to the Program Underwriter. The Program Underwriter shall make recommendations in a fashion consistent with Section V., Underwriting Guidelines. Specifically, the Program Underwriter shall recommend to the Underwriting Committee contributions, self-insured retentions, specific exclusions, and other considerations. The Underwriting Committee shall have available any underwriting data used in the Program Underwriter's evaluation.

The Underwriting Committee shall accept, reject, or modify the Program Underwriter's recommendations and request Board approval prior to quotation to the prospective member. The Board shall have final right of acceptance or rejection of prospective members.

Following acceptance of the application by the Board, the new member agency shall execute an addendum agreement to the Joint Powers Agreement pursuant to a duly adopted resolution of that agency's governing body. The addendum shall be distributed to all member agencies.

VIII. UNDERWRITING PROCESS: ESTABLISHMENT OF MEMBER CONTRIBUTION LEVELS

Recommendations for program funding, consisting of the risk sharing layer, the purchase of excess or reinsurance, and the administrative costs as well as allocation among participants, are the responsibility of the Program Underwriter. However, all such recommendations are to be reviewed and recommended to the Board by the Underwriting Committee and may, with justification, be modified, rejected, or accepted by same.

Once approved by the Board, annual funding and member contributions will be deemed "fixed" and, when due under the Memorandum of Coverage, shall be an obligation of individual members (including, when applicable, the Authority itself) in order to retain coverage and membership in the Authority. Premiums are due and payable within 30 days of effective date of coverage, regardless of the period of coverage.

The pool layer will be reasonably calculated in accordance with general insurance practices and rating methodology as approved by the Board by the qualified Program Underwriter retained by the Board. The Program Underwriter will consider at least the following factors in arriving at individual member allocations:

1. Past loss experience for the prior 10 years using paid losses valued at 100 percent, capped at a level determined by the Board, and loss reserves valued at 20 percent.
2. Size of self-insured retention.
3. Member contribution history less dividends received.
4. Underwriting factors as required by the underwriting methodology approved by the Board relating to:
 - a. Payroll - DE6 calendar year
 - b. Automobile exposure
 - c. Unusual exposures (beaches, utilities, risk-management practices, etc.)
 - d. Annual actuarial study
 - e. Other factors the Underwriting Committee deems necessary

Once collected or assessed by the Authority, all contributions are deemed earned by the Authority once coverage has commenced. The Authority shall have legal and beneficial interest in and title to the contributions.

IX. DIVIDENDS AND ASSESSMENTS

Any Memorandum of Coverage offered under this program is fully assessable. Such assessability is necessary to provide for complete solvency of the Program and pooled liability coverage. Additionally excess monies above funding requirements shall be returned to the members.

A. Dividends

Declaration of a Dividend is subject to Board approval. "Surplus portions of the pool layer" are defined as monies in excess of a fully funded program as described in Section VI, including the "catastrophic reserve" amount. A minimum of twenty-five percent (25%) of this declared surplus may be returned to members according to the distribution formula applicable to each member outlined below in any one declaration. The distribution formula applicable to each member is the total of each member's net contributions for all of its years of membership divided by all

members' net contributions (i.e. total contributions made to the Authority since its inception less total paid losses and administrative expenses). This calculation produces a percentage that is applied to the total funds the Board determines is eligible for distribution. The dividend will be calculated based on June 30 audited financial statements. Each member's "net contributions" for purposes of this Article means the member's gross contribution less its loss experience, administrative fees, and any uncollected assessments for the years of its membership.

B. Assessments

Assessments are undesirable. However, whenever it may be reasonably concluded that additional monies will be needed to assure solvency and maintain reasonable reserves, assessment provisions will be enforced as follows:

The Board approved Actuarial Consultant shall annually evaluate funding adequacy and report future shortfalls in accordance with SANDPIPA funding goals noted below. Recommendations of the Actuarial Consultant may be modified by the judgment of the Program Underwriter. The Program Underwriter shall recommend assessments to the Underwriting Committee. The Underwriting Committee, with good cause, may amend the amount recommended, reject the Program Underwriter's recommendation, or recommend it to the Board.

The assessment level shall be determined, taking into consideration all incurred losses and associated expenses, projected reserves, and anticipated payment dates, as well as current reserve at an actuarially determined, Ultimate Net Loss amount discounted at the confidence level, as determined annually by the Underwriting Committee and approved by the Board. In addition to the program maintaining discounted target equity at an approved confidence level, other benchmark ratios will be reviewed annually to ensure that prudent funding levels are maintained.

Once the assessment level has been determined and accepted by the Underwriting Committee, it will be recommended to the Board. Under the SANDPIPA Agreement, rejection of the Underwriting Committee recommendation requires a majority vote of the entire Board; however, in the event of such rejection, the Board shall use its best efforts to adopt an alternate funding mechanism within fourteen (14) days thereafter, in order to assure solvency of the program.

The assessment amount, if any, will be allocated, based on the following:

- A. All claims reasonably concluded to have directly led to the shortfall shall be identified.
- B. The amount of the assessment shall be apportioned by insurance year, based on date of occurrence, in a ratio which the claims from each year bear to the claims for all years being considered. That percentage will be applied to the overall assessment to determine the assessable amount per insurance year.

- C. That amount assessable for each year will be apportioned among cities in accordance with their percentage of all pool layer contributions paid during that year. For the purposes of this calculation, the amount paid for administrative fees and excess insurance are disregarded. The individual member agency's percentage may be increased or decreased up to 100% of this initial percentage, as approved by the Board and in the Program Underwriter's and the Underwriting Committee's judgment. Such penalty (increase) of up to 100% shall be based solely on the contribution to the overall shortfall by individual member agency claims.

The allocation will be made initially by the Program Underwriter. The Program Underwriter may be assisted by an outside consulting firm with the approval of the Board. The allocation will be submitted to the Underwriting Committee for action of acceptance, rejection, or modification — all with good cause. Once approved, the Underwriting Committee shall report same to the Board. Under the SANDPIPA Agreement, the Board may approve or reject such allocation by a majority of the entire Board; however, if rejected, the Board shall use its best efforts to implement an alternate allocation of the agreed assessment amount within the following fourteen (14) days.

All assessments are due and payable within thirty (30) days of the date of mailing of notice by the Authority. Any agency not fulfilling this or any other financial obligation shall be deemed to be delinquent in payment. Under the Memorandum of Coverage, delinquent payments shall be subject to a penalty to cover liquidated damages, covering administrative and other costs of collection, which cannot be accurately estimated in advance, which shall accrue at a rate equal to two percent (2%) over the prevailing prime interest rate, beginning on the date when the assessment is due and payable. The Authority shall possess both beneficial and legal interest in and title to all assessments made or collected by the Authority.

X. CLAIMS HANDLING PROCEDURES

To the extent possible, claims shall be handled in a fashion consistent with professional insurance company claims-handling procedures. These procedures include the following:

- A. The Program will establish and maintain a data base of all claims reported under reporting requirements.
- B. All claims falling within the self-insured retentions of the individual members shall be administered by such member until determined to be an excess claim by the Program Excess Claims Manager and the Claims Committee, and even then shall be handled in conjunction with the Program Excess Claims Manager.
- C. Neither the Program nor the Program Excess Claims Manager will assume control or authority for handling any excess claim unless such excess claim is voluntarily tendered to Authority.

- D. City claims handling personnel and Program claims personnel are to cooperate fully in the method and direction of claims management of excess claims.
- E. The Board hereby delegates authority for payment to be made to settle claims made under the Memorandum of Coverage as follows:
 - 1. Upon the unanimous recommendation of the Risk Manager, Program Excess Claims Manager and Program Excess Attorney, the Claims Committee Chairperson and SANDPIPA president can jointly authorize payment of a claim not to exceed \$500,000.00 in excess of the member's Self Insured Retention (SIR) amount, provided that no payment shall be authorized over the objection of the member agency involved.
 - 2. Upon the unanimous recommendation of the Risk Manager, Program Excess Claims Manager and Program Excess Claims Attorney, the Claims Committee Chairperson and the Executive Committee can jointly authorize payment of a claim not to exceed \$1,000,000.00 in excess of the member's Self Insured Retention (SIR) amount, provided that no payment shall be authorized over the objection of the member agency involved.
 - 3. If the Risk Manager recommends payment of a claim in an amount greater than \$1,000,000.00 in excess of a member's Self Insured Retention (SIR) amount, Board of Directors approval is needed.

No payment shall be made, except when necessary to affect a good faith, final settlement of claim, or as an advance of defense expenses in excess of the member's applicable SIR, but any advance must meet all of the criteria discussed in Article X of the SANDPIPA Plan Document.

Each party shall report all claims for which reserves or potential payments, including defense costs, exceed twenty-five percent (25%) of that party's self-insured retention, or which involve any of the following, as early as practicable, in writing to the Risk Manager:

- 1. Death
- 2. Any paralysis, paraplegia, or quadriplegia
- 3. Multiple claimants, when reserves for the occurrence are expected to exceed 25% of the applicable self-insured retention.
- 4. Any amputation
- 5. Serious burn cases
- 6. Loss of sight/hearing or other sensory organ
- 7. Any serious brain or spinal injury

8. Any multiple fracture when reserves for the occurrence are expected to exceed 25% of the applicable self-insured retention.
9. Substantial disability or disfigurement
10. Loss of work time of six months or more
11. Demands totaling \$250,000 or more.

A claim is one that has been made in writing by or on behalf of any injured party to the member agency.

The report to the Risk Manager shall be in writing and contain all particulars, as determined by the Claims Committee, including any summons or complaint. Additional facts requested shall not be withheld. Such reports and additional facts shall be considered confidential by the Program and disclosed only as necessary to further the purposes of the Program.

Failure to report claims as required may be cause for denial of the claim by the Claims Committee.

No less frequently than quarterly, the Claims Committee shall meet to review all open reported claims. The Program Excess Claims Manager shall report upon which claims have been deemed "excess claims" by the Program Excess Claims Manager. The Claims Committee shall review and approve such determinations, based on the claims' potential to penetrate into the Program Memorandum of Coverage. All claims determined to be "excess claims" by the Claims Committee or the Program Excess Claims Manager shall be retained by or assigned to the Program Excess Claims Manager for handling.

The Program Excess Claims Manager shall assess claims' potential, recommend reserve levels, report quarterly to the Claims Committee, and work directly with member agency claims handling personnel to assess the claims handling procedure and make appropriate recommendations regarding same.

Questions of coverage shall be referred to legal counsel for a coverage opinion, as deemed necessary by the Claims Committee. The Claims Committee shall formally accept, reject, or reserve rights in each case. If the Claims Committee has obtained a coverage opinion from legal counsel, a copy of the coverage opinion shall be shared with the Underwriting Committee. Parties shall be advised immediately of the actions of the Claims Committee on claims.

Appeals may be made pursuant to Section XV., Disputes of this document. If an appeal is pursued, the Underwriting Committee shall receive copies of all documents involved in the appeal process.

XI. MODIFICATION OF THIS DOCUMENT

This document may be amended by a majority vote of the Board.

XII. EFFECT OF WITHDRAWAL

Tail Coverage:

In the event of withdrawal of one or more member agencies, the Program shall endeavor to offer "tail" or extended discovery period coverage where the claims-made form of coverage has been offered. The length of such "tail" coverage and the member contribution charged for same shall be recommended by the Program Underwriter, acted on by the Underwriting Committee, and approved by the Board.

In no way shall the offer or purchase of "tail" coverage waive any assessment provisions of the Memorandum of Coverage.

Participating agencies will remain in the Memorandum of Coverage, or other similar program, offered under the Program for not less than one (1) year from the date of coverage. Notice of withdrawal must be given in writing and is effective six (6) months from the date of receipt of the notice. An agency that elects to withdraw will not be permitted to apply for coverage by SANDPIPA until two (2) years from the date of withdrawal have elapsed.

Dividends and Assessments:

The withdrawal of any city from this agreement shall not terminate the same, and a city, by withdrawing, shall not be entitled to a payment or return of any earned member contribution, consideration, or property paid or donated by the city to the Authority, or to any distribution of assets, except as provided in Article 25 (c) of the Joint Powers Agreement (JPA.)

The withdrawal or cancellation of any city after the effective date of the Memorandum of Insurance or other elements of the insurance program shall not terminate its responsibility to contribute its share of member contribution or funds to the insurance program of the Authority, until all claims or other unpaid liabilities covering the period the city was a participant have been finally resolved and a determination of the final amount of payments due by the city or credits to the city for such period has been made by the Executive Committee may exercise similar powers to those provided for in Article 25(b) of the JPA.

XIII. CLAIMS AUDITS

A claims audit will be required of an ongoing member of this Program. Such audit will be made at least once in two (2) years, or under special circumstances more frequently, and shall be performed by a qualified outside firm (selected by the Claims Committee and approved by the

Board). The cost of such audit shall be the responsibility of the Program. Such audit shall be considered a condition of membership in the Program.

A claims audit may also be required of and paid for by a prospective member at the request of the Underwriting or Claims Committees. All requests to make an audit mandatory shall be approved by the Board.

XIV. ACTUARIAL STUDIES

An actuarial study will be conducted annually to confirm that the pool adequately funds for losses, loss development, incurred but not reported losses (IBNR), loss adjustment expenses and adverse experience, at a level set in accordance with Section IX., Dividends and Assessments. A report shall be issued, signed by a fellow of the Casualty Actuarial Society or a member of the American Academy of Actuaries. The cost of such study shall be the responsibility of the Program.

The study shall provide information for the annual financial report that will allow SANDPIPA to:

1. Utilize then current generally accepted accounting principles when reporting actuarially determined values in audited financial statements of the JPA. As such principles call for reporting at an expected confidence value the statements shall be footnoted, or be otherwise documented, to show the Program's liabilities and net equity at a discounted value adopted by the Board.
2. Footnote, or otherwise document, the audited financial statements of the Program with a "catastrophic reserve" category within the equity section of the JPA financial statements. Such a category will provide a dollar amount of equity designated as "catastrophic reserve." Such an amount shall be equal to the difference between stating the Program's liabilities at a discounted confidence level adopted by the Board, compared with recording such liabilities at the actuarially "expected" level.

XV. DISPUTES

Disputes arising from enforcement of the terms of the Memorandum of Coverage, as well as agreements contained herein, shall be addressed as follows (in order):

- A. Appeal to the appropriate Program committee.
- B. Appeal to the Board.

Following each appeal, decisions shall be made, and affected parties notified of such decisions in writing within seven (7) days of submission of the appeal. A majority vote of a quorum of the Board shall be required, in order to either confirm or overrule a decision of the Claims Committee on coverage for a claim.

If the matter remains unresolved, affected agencies will participate with the Board in the process of binding arbitration. Any differences, claims, or matters in dispute arising between or among members shall be submitted by such members to arbitration by the American Arbitration Association or its successor. The determination of the American Arbitration Association or its successor shall be final and absolute. The arbitrator shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor and the pertinent provisions of the laws of the State of California relating to arbitration. The decision of the arbitrator(s) may be entered as a judgment in any court of the State of California or elsewhere. The arbitrators shall allocate cost of such arbitration proceedings.

No court proceedings shall be initiated by SANDPIPA, the Board, or affected member or withdrawn member agency, other than to enforce the terms of an arbitration award.

XVI. MEMORANDUM OF COVERAGE, ENDORSEMENTS, COVERAGE QUESTIONS

All matters dealing with the Memorandum of Coverage, endorsements and coverage changes provided under the program will be the primary responsibility of the Underwriting Committee. Coverage questions raised by pending claims will be the primary responsibility of the Claims Committee. The Underwriting Committee shall receive advice from the Program Underwriter, the Claims Committee, and Coverage Counsel, as appropriate. Decisions of the Underwriting Committee will be reviewed and acted upon by the Board. A majority vote of the entire Board is required to confirm or overrule a decision of the Underwriting Committee.

XVII. LIMITS OF LIABILITY

The limits of liability shall be established using the following general guidelines:

The Program Underwriter shall recommend the limits of liability to the Underwriting Committee. The Underwriting Committee shall approve, disapprove, or modify such recommendation with just cause. However, final limits shall be established by the Underwriting Committee sufficiently in advance of policy anniversary so as to allow for final Board approval. The Board shall have final authority in the establishment of the limits of liability.

Limits of liability may be expanded above the general guidelines established above, based on:

- A. Availability of excess or reinsurance.
- B. Accumulation of adequate reserves to justify same.

XVIII. HANDLING/INVESTMENT OF RESERVE FUNDS

All Program reserve funds shall be held in a custodial or comparable account in an appropriate financial institution.

Funds in such institutions shall be removed only for the following causes:

- A. Payment of claims and related claims expenses.
- B. Payment of administrative or other program costs.
- C. Dividends as described herein.
- D. Investment purposes.

Other than the above, the integrity of the reserve funds shall be inviolate.

Investment of such funds shall be in accordance with the Authority's Investment Policy.

XIX. PARTICIPATING MEMBER RESERVE FUND LEVELS

Program members will establish and maintain individual reserve funds at or above minimum levels established by the Board. On an annual basis the program members will report the annual reserve funding for claims within the member's self-insured retained layer.

In general, the following guidelines should be followed:

Maintenance of a reserve fund for the individual city's self-insured retained losses: The fund level should equal the amount reserved in open claims at the end of each fiscal year plus an amount equal to 100% of the member's self-insured retention.

Full control of such reserve funds shall remain with the individual member public agency.

While the above fund levels are recommendations only, lack of appropriate SIR funding may be cause for cancellation of coverage provided by the Program. Recommendations for adjustment of the self-insured retention, funding levels or cancellation of coverage shall be the responsibility of the Claims Committee. Final action in all such cases shall be the responsibility of the Board.

XX. EXECUTIVE COMMITTEE

Executive Committee responsibilities are broadly defined in the Agreement and SANDPIPA Bylaws. In addition, the Executive Committee shall:

- A. Direct the investment of reserve funds.
- B. Review and assess all matters relative to the Program as may be appropriate.
- C. Perform further duties as may be defined by the Board of SANDPIPA.

XXI. PURPOSE OF CONTINGENCY PLAN

The purpose of this plan is to give members a method for evaluating the impact of either a significant increase or decrease in SANDPIPA membership.

It is the goal of SANDPIPA to provide coverages and services tailored to maximize effectiveness and efficiency to the participating members. Any change in membership exceeding 30% of the participating ratable exposure base will effect SANDPIPA's operations and goals. Therefore an Impact Review shall be prepared by SANDPIPA staff for the review and action of the Underwriting Committee. The Impact Review described in this Plan shall have no effect on other required activities of the members or SANDPIPA including but not limited to underwriting processes to join SANDPIPA, membership termination, membership proceedings, or notice of withdrawal requirements.

The information in this Policy in no way alters any of the SANDPIPA agreements.

The Impact Review Report to the Underwriting Committee shall address the subjects deemed pertinent by the Committee, but shall at a minimum document the impact on SANDPIPA in the following areas of significance.

- A. General statement of impact.
- B. Impact on required level of service.
 - 1. Claims Adjusting Services both in-house and by third party administrator.
 - 2. Program Administration
 - 3. Risk Control Services
 - 4. Claims Audit Services
 - 5. Actuarial Services
 - 6. Brokerage Services
 - 7. Other Consulting Services

- C. Impact on program funding and retention structure.
 - 1. The retained limit should be evaluated with the outside actuarial consultant and potentially increased or decreased.
 - 2. The cost of funding would be impacted by an increase or decrease in membership and should be evaluated by an actuarial consultant.
 - 3. The ability to refund or assess members will be impacted and should be evaluated by an actuarial consultant.

- D. Impact on SANDPIPA's operating structure and governance.
 - 1. Selection and Term of Officers
 - 2. Committees
 - 3. Individual Member Responsibilities

Approved as amended by the Board of Directors of the San Diego Pooled Insurance Program Authority this 2 day of November, 2006.

President

ATTEST:

Clerk