

Appendix 4.13-1
Police Serv Agmt through June 2009

(14)

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF CHULA VISTA
for
POLICE, FIRE AND EMERGENCY MEDICAL SERVICES
AGREEMENT NO. 26-2007**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, herein called "District" and the CITY OF CHULA VISTA; a municipal corporation, herein called "City."

RECITALS:

WHEREAS, the San Diego Unified Port District Act allows the District to contract with the Municipalities whose territorial limits are adjacent to or contiguous to those of the District for police, fire and other services, and;

WHEREAS, the District and the City desire to execute an Agreement for police, fire and emergency medical services on non-ad valorem tideland trust property located in the City ("Agreement"), and;

WHEREAS, the City has the capacity to provide police, fire and emergency medical services to said District property;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties as follows:

1. SCOPE OF SERVICES

- A. This Agreement covers reimbursement of the cost of police, fire and emergency medical (EMS) services to be provided by the City upon the District's tidelands and property within the City's limits, which do not generate ad valorem tax revenues, as depicted in Exhibit A, Non Tax Paying Tidelands in the City of Chula Vista, incorporated by reference as

though fully set forth herein. Those properties include, but are not limited to, non-dedicated streets, parks and other open space, unleased developed properties, leased properties wherein the lessee is not subject to ad valorem taxes (with the exception of properties leased to the City), and unleased vacant land. Nothing herein contained shall give the City the right to use or occupy any District real or personal property, or to otherwise use the services of the District or its employees.

City shall provide police, fire and emergency medical services as contained in the Statement of Reimbursable Expenses of this agreement, Attached hereto as Exhibit B and incorporated by reference as though fully set forth herein. Only expenditures authorized herein shall be eligible for reimbursement, unless approved in writing by District.

A.1. For Police Services, City shall provide services to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property. District and City shall, to the extent practicable, meet and confer as needed to discuss deployment of resources cooperatively in an effort to avoid duplication of services.

A.2. For Fire and Emergency Medical Services, City shall provide, to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property, responses to all calls for fire suppression services by the fire department; and responses to all calls for emergency medical services, to such extent as the county, state, or federal government requires City to provide.

B. The activities and services authorized for reimbursement shall only be those which have occurred, and been rendered on or after July 1, 2006,

and which are in furtherance of the San Diego Bay tideland trust for the accommodation of commerce, navigation, fisheries, and recreation on said trust tidelands for the benefit of all of the people of the State of California.

2. TERM OF AGREEMENT: This Agreement covers services rendered for fiscal years July 1, 2006 through June 30, 2009. If both parties desire to renew the Agreement and the cost of services for the new Agreement is not finalized before the current Agreement expires, the current Agreement may be extended by amendment for up to one year at an annual compensation equal to the most recent year's cost of services. After negotiations are completed, contract amount will be adjusted based on final negotiated cost retroactive to July 1, 2009 or as otherwise agreed.

3. COMPENSATION:

A. In consideration of the foregoing performances by City, District shall pay City an amount not to exceed \$644,751.00 for Fiscal Year 2007, \$675,378.00 for Fiscal Year 2008, and \$706,439.00 for Fiscal Year 2009, for a total amount under this Agreement not to exceed \$2,026,568.00. A summary of the not to exceed amounts by fiscal year and service provided is shown in figure 1, below:

Service	FY 06-07	FY 07-08	FY 08-09	Total FY 06-09
Police Services	\$504,782	\$528,411	\$552,124	\$1,585,317
Fire and Emergency Medical Services	\$139,969	\$146,967	\$154,315	\$441,251
TOTAL, All Services	\$644,751	\$675,378	\$706,439	\$2,026,568

figure 1 – Summary of Expenses

Applicable reimbursable expenses are listed in Exhibit B, Statement of Reimbursable Expenses, and incorporated by reference herein.

The estimate in consideration for fiscal year 07/08 and 08/09 is recognized as the approximate cost of police, fire and emergency medical services with the City. If during the contract period, City's negotiated costs for police and/or fire services salaries and benefits change, City shall give District written notice and furnish documentation satisfactory to District to substantiate the changes. Such changes shall be recognized as a basis for increasing or decreasing the remaining consideration due after such changes are approved by the City, and shall be reflected in the next quarterly payment to the City.

City shall submit written requests for reimbursement to District for payment under this Agreement. Written requests may be submitted on a quarterly basis. District agrees to make reimbursement payments to the City within thirty (30) days of receipt of a properly prepared request for reimbursement.

B. Payments made pursuant to this Agreement shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. City shall not be required to perform further services after compensation has been expended. In the event that City anticipates the need for services in excess of the compensation, District shall be notified in writing as immediately as reasonable and practicable. District must approve an amendment to this Agreement before additional fees and costs are incurred.

4. **RECORDS:** In accordance with generally accepted accounting principles, City shall maintain full and complete documentation of the cost of services performed under this Agreement. Such documentation, if reasonably available and prepared and maintained in the regular course of business, may include time cards, contracts, receipts, original invoices, canceled checks, payroll documentation, calls for service records, dispatch records, police and fire budget data, other budget data used to calculate citywide overhead factors, and periodic

logs maintained by police and fire staff. Such records shall be open to inspection of District at all reasonable times in the City of Chula Vista and such records shall be maintained in accordance with applicable laws and policies of the State of California and City of Chula Vista related to records retention. Generally, all records set forth herein shall be maintained for at least three (3) years from the date of termination of this Agreement.

If City is notified by District of a dispute, claim, litigation, or appeal arising from this Agreement, City shall maintain applicable and material records for a period of three (3) years after notification of the dispute, claim, litigation, or appeal, or until the dispute, appeal, litigation or claim has been finally resolved or adjudicated, whichever is later.

City understands and agrees that District, at all times under this Agreement, has the right to audit financial or other records, which City has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. City shall provide District at City's expense a copy of all such records within ten (10) working days of a written request by District, unless the requested records are voluminous in nature. In that case, City may extend the time to respond to a request for records, as provided by the California Public Records Act, set forth in the California Government Code, and incorporated herein as controlling authority related to records disclosure. District's right to records shall also include inspection at reasonable times at the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit.

5. **COMPLIANCE:** In performance of this Agreement, City shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age,

ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable. City shall comply with all applicable federal, state and local law, as well as any applicable District codes and policies in effect now or as may be adopted as those District codes and/or policies relate to the subject matter of this Agreement.

6. INDEPENDENT ANALYSIS: City shall provide the services required by this Agreement, independent of the control and direction of District, other than normal contract monitoring provided, however, City shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.

7. ASSIGNMENT: City shall not assign this Agreement or any right or interest hereunder without express prior written consent of District, nor shall District assign this Agreement or any right or interest hereunder without express prior written consent of City.

8. MUTUAL INDEMNIFICATION

A. City agrees to defend, indemnify and hold the District harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the District, and shall defend, indemnify and hold harmless the District, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors or omissions of the City or any of its officers, agents or employees, unless otherwise agreed to in writing by City and District.

B. District agrees to defend, indemnify and hold the City harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors, or omissions of the District or any of its officers, agents or employees, unless otherwise agreed to in writing by District and City.

9. **INSURANCE REQUIREMENTS:** City and District shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance or evidence of a self-insured program:

A. Commercial General Liability (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/ Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001 with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

1) The Commercial General Liability policy shall be endorsed to include the other party, it' s agents, officers, and employees as additional insured.

2) The coverage provided to the other party, as an additional insured, shall be primary.

B. Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles written at least as broad as Insurance Services Office

Form Number CA 0001 with limits of no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.

- C. Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.

Certificates of insurance for all the policies described above upon execution of this Agreement and upon renewal of any of these policies shall be provided by City and District to the other party. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance. Each party reserves the right to request certified copies of any required insurance policies with reasonable notice. A sample certificate of insurance is shown in Exhibit C, incorporated by reference as though fully set forth herein.

- 10. INDEPENDENT CONTRACTOR:** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

11. **ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
12. **INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
13. **INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
14. **TERMINATION:** In addition to any other rights and remedies allowed by law, either party may terminate this Agreement at the end of a service year with or without cause by giving at least six (6) months written notice prior to the start of the next year of service to the other parties of such termination and specifying the effective date thereof.

In that event, all finished or unfinished documents and other materials, in possession of City that are the property of District, at the option of District, shall be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee hereunder by City other than the fees earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

- 15. DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, subcontractor and all parties bound by this

arbitration provision agree to join in and become parties to the arbitration proceeding.

16. PAYMENT BY DISTRICT: Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District.

17. CAPTIONS: The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

18. SIGNATURE: It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by the City Mayor or Authorized Designee of the City.

18.1 City shall submit all correspondence regarding this Agreement to the following District representative:

Jeffrey B. McEntee, CFO/Treasurer
Executive Offices
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-6423
(619) 686-6547 fax
Email: jmcentee@portofsandiego.org

18.2 District shall submit all correspondence regarding this Agreement to the following City representative:

Nadine Mandery, Treasury Manager
City of Chula Vista
Finance Department
276 Fourth Avenue
Chula Vista, CA 91910
(619) 691-5250 ext. 3116 – direct line
(619) 585-5685 fax
Email: nmandery@ci.chula-vista.ca.us


18.3 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated representative.

SAN DIEGO UNIFIED PORT DISTRICT



Jeffrey B. McEntee
CFO/Treasurer

CITY OF CHULA VISTA



Cheryl Cox
Mayor

PORT ATTORNEY



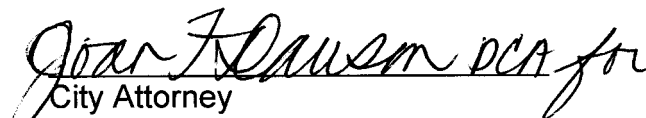
DEPUTY PORT ATTORNEY

Attest:



City Clerk

Approved as to Form:



City Attorney



EXHIBIT A

NON TAX PAYING TIDELANDS IN THE CITY OF CHULA VISTA

EXHIBIT B
STATEMENT OF REIMBURSABLE EXPENSES
City of Chula Vista

	<u>FY 2007</u>	<u>FY 2008</u>	<u>FY 2009</u>
POLICE SERVICES			
Calls for Service (number)	<u>555</u>		
Handling time (hours)	359		
Average back-up time	168		
Average prisoner transport time	<u>35</u>		
Total CFS time (hours)	<u>562.5</u>		
Proactive Cost:			
20 min/patrol shift * 3 shifts = 60 min/day	365.0		
25 min/patrol shift * 3 shifts = 75 min/day			
Directed Patrol Assignment (park closure)			
25 min/day * 365 days = 9,125 min/60	152.1		
Reserve capacity factor	<u>1,376.0</u>		
Total Police Hours	<u>2,455.6</u>		
Available Officer Hours	<u>1,460.0</u>		
Number of officers required (Total Police Hours/Available Officer Hours)	<u>1.68</u>		
Annual cost per beat officer	<u>\$ 132,254</u>	<u>\$ 137,258</u>	<u>\$ 141,412</u>
Total cost per required officer	222,187	230,593	237,572
Support Staff:			
Ratio of support staff per officer	<u>1.10</u>		
Support staff per officer	<u>1.850</u>		
Annual Cost per Support Staff	<u>134,904</u>	<u>142,297</u>	<u>150,504</u>
Total Support Staff Cost	<u>249,572</u>	<u>263,249</u>	<u>278,432</u>
Total Officer and Support Staff Cost	471,759	493,842	516,004
City Overhead @ 7% (negotiated rate)	<u>33,023</u>	<u>34,569</u>	<u>36,120</u>
Total Police Services	504,782	528,411	552,124
FIRE AND MEDICAL SERVICES			
Allocated portion to non-tax paying tidelands (7%)			
Total Fire and EMS	<u>139,969</u>	<u>146,967</u>	<u>154,315</u>
TOTAL POLICE, FIRE AND EMERGENCY MEDICAL	\$ 644,751	\$ 675,378	\$ 706,439

**EXHIBIT C
CERTIFICATE OF INSURANCE
San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to: San Diego Unified Port District
Attn: Linda Wilkstrom, Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993**

Name and Address of Insured (Contractor or Vendor)	SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.
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CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	BEST'S RATING
A		
B		
C		
D		

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)	E-Mail Address:
	Phone: _____ Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s) Date: _____

**SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned premises.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

**Return this form to: San Diego Unified Port District
Attn: Linda Wilkstrom, Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993**

(2)

REFERENCE
COPY

52382

Re Authorization to Enter Into]
]
Agreement with City of Chula Vista]
]
for Police, Fire and Emergency]
]
Medical Services]
_____]

RESOLUTION 2007-102

BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or his authorized representative is hereby authorized to enter into an Agreement for Police, Fire and Emergency Medical Services, on behalf of the District, with the City of Chula Vista, a municipal corporation, said Agreement covers Reimbursement of the Cost of Police, Fire and Emergency Medical Services to be provided by said City upon the District's tidelands and property within the City of Chula Vista's limits which do not generate ad valorem tax revenues, as more particularly described in said Agreement, for a period of Three (3) years commencing July 1, 2006, and ending June 30, 2009, subject to earlier termination, and provided further that said parties may enter into an Amendment to extend the term of said Agreement for an additional One (1) year, subject to the approval of the Board of Port Commissioners, said services to be provided in accordance with the terms, conditions and covenants contained in said Agreement, on file in the office of the District Clerk.

BE IT FURTHER RESOLVED that the District shall pay to the City of Chula Vista for said services a sum not to exceed Six Hundred Forty Four Thousand Seven Hundred Fifty One Dollars (\$644,751.00) for Fiscal Year 2006 - 2007; a sum not to exceed Six Hundred Seventy Five Thousand Three Hundred Seventy Eight Dollars (\$675,378.00) for Fiscal Year 2007 - 2008, and a sum not to exceed Seven Hundred Six Thousand Four Hundred Thirty Nine Dollars (\$706,439.00) for Fiscal Year 2008 - 2009, for

2007-102

an aggregate amount not to exceed Two Million Twenty Six Thousand Five Hundred Sixty Eight Dollars (\$2,026,568.00), provided, however, said sum is subject to adjustment upward or downward in accordance with Paragraph 3 of said Agreement.

ADOPTED this 12th day of June, 2007.

sw
6/12/07

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AGENDA ITEM 4

SAN DIEGO UNIFIED PORT DISTRICT

REFERENCE
COPY

52382

DATE: June 12, 2007

SUBJECT: RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES IN AN AMOUNT NOT TO EXCEED \$2,026,568 FOR FISCAL YEARS 2007 THROUGH 2009

EXECUTIVE SUMMARY:

The District contracts with each of the member cities for public safety services on the non-taxpaying tidelands. The new agreement with the City of Chula Vista stipulates that the District reimburse the City for police, fire, and emergency medical services on the City's non-taxpaying tidelands. The service levels in the new agreement remain unchanged from prior years. Negotiations have resulted in a proposed new three-year agreement in the amount of \$2,026,568.

RECOMMENDATION:

Adopt a resolution authorizing an agreement with the City of Chula Vista for police, fire, and emergency medical services in an amount not to exceed \$644,751 for year one, \$675,378 for year two, and \$706,439 for year three, for a total amount not to exceed \$2,026,568 for the three-year period July 1, 2006 to June 30, 2009.

FISCAL IMPACT:

Funds for FY 06/07 are included in the Harbor Police operating budget Account 660130 (Certificate of the Treasurer No. 07-120). Funds for subsequent fiscal years, including a potential amendment year, will be included in future budgets.

DISCUSSION:

The District's current three-year Municipal Service Agreement with the City of Chula Vista, totaling \$1,664,586, expired on June 30, 2006, but was extended by amendment through June 30, 2007. The proposed agreement also includes a provision to extend the term one additional year if the parties have not finalized a new agreement before June 20, 2009. This agreement provides Police, Fire, and Emergency Medical services on non-taxpaying Tidelands in the City of Chula Vista. The District does not have landside fire protection or emergency medical services in-house and must contract with each of the member cities to provide these services.

The new contract amount was negotiated with the City of Chula Vista using the same formulas and levels of service as past agreements and includes updated costs for salaries, benefits, and overhead. Negotiations have resulted in a new three-year agreement. A summary of the not-to-exceed amounts by fiscal year and type of service

ACTION TAKEN: 06-12-07 - Resolution 2007-102

is shown in the table below. This table reflects a cost increase of approximately 5% per year over the three years.

Service	FY 06-07	FY 07-08	FY 08-09	3-Year Total
Police Services	\$504,782	\$528,411	\$552,124	\$1,585,317
Fire and Emergency Medical Services	139,969	146,967	154,315	441,251
TOTAL - All Services	\$644,751	\$675,378	\$706,439	\$2,026,568

The City Council of Chula Vista approved the agreement on June 5, 2007. It is now ready for Board consideration and action.

PORT ATTORNEY'S COMMENTS

The Port Attorney has reviewed and approved the requested document for form and legality.

ENVIRONMENTAL REVIEW

This proposed Board action is not subject to CEQA.

EQUAL OPPORTUNITY PROGRAM

Not applicable.

PREPARED BY: Jeffrey McEntee
CFO/Treasurer