Council Meeting of
May 9, 2006

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Council Approval of an Amendment to Agreement for Ambulance Services (C2001-132) with Gerber Ambulance Service, Inc.

RECOMMENDATION

The Fire Chief and the Chief of Police recommend that the City Council approve an Amendment to Agreement for Ambulance Services (C2001-132) with Gerber Ambulance Service, Inc. to add additional equipment requirements and extend the term of the Agreement through July 15, 2007, with an option for the City for one additional two-year extension.

Funding

None required.

BACKGROUND/ ANALYSIS

This is a request to amend the Agreement for Ambulance Services (C2001-132) as amended on June 24, 2003. This will be the second Amendment to the Agreement for Ambulance Services with Gerber Ambulance Service, Inc.

The original agreement between Gerber Ambulance Service, Inc ("Gerber") and the City of Torrance ("City") to provide ambulance services for the Torrance Fire and Police Departments on an "as needed basis" was entered into as of July 15, 2001 ("Effective Date"). It was for a three-year term and included an option for the City to extend the Agreement for an additional three-year term.

On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional Health Insurance Portability and Accountability Act (HIPAA) compliance requirement and extend the term of the Agreement. Gerber assumed the responsibility of billing for the City the Paramedic Advanced Life Support Emergency Response and Transport Fees approved by Council on May 13, 2003. The Agreement was extended through July 15, 2006 with an option for the City to extend the Agreement for an additional three-year term.

Both parties now wish to amend the Agreement to add additional equipment requirements and to extend the term of the Agreement. The Agreement will continue in full force and effect for six years from the Effective Date (through July 15, 2007). The City will

have the option to extend the Agreement for an additional two-year term with the same terms and conditions by serving written notice to Gerber of its intention to extend the term.

A new Subparagraph (4) is added to Paragraph 3.c, to read in its entirety as follows:

> "By July 15, 2006, Gerber shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the Torrance Fire Department Computer-Aided Dispatch System. Gerber shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Gerber dispatchers and Torrance Fire Department dispatchers to dispatch the ambulances and in all communications."

All remaining provisions of the original Agreement dated July 15, 2001 and amended on June 24, 2003, between the City and Gerber Ambulance Service, Inc. remain the same and continue in full force and effect.

Respectfully submitted,

RICHARD V. BONGARD
Fire Chief

By Neli Mileva
Administrative Analyst

CONCUR:

Richard V. Bongard
Fire Chief

James D. Herren
Chief of Police

LeRoy J. Jackson
City Manager

Attachments: A. Second Amendment to Agreement for Ambulance Services (C2001-132)
B. Amendment to Agreement for Ambulance Services (C2001-132)
C. Agreement for Ambulance Services (C2001-132)

AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES (C2001-132)

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of _____, 2006, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."

B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.

C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.

D. Both parties now wish to amend the Agreement to add additional equipment requirements and to extend the term of the agreement.

AGREEMENT:

1. Paragraph 2, entitled **TERM**, is amended to read in its entirety as follows:

   "Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect for six years from the Effective Date. CITY will have the option to extend the Agreement for one additional two-year term under the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement."

2. A new Subparagraph (4) is added to Paragraph 3.c, to read in its entirety as follows:

   "By July 15, 2006, Gerber shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the Torrance Fire Department Computer-Aided Dispatch System. Gerber shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Gerber dispatchers and Torrance Fire Department dispatchers to dispatch the ambulances and in all communications."

3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

_____
Dan Walker,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: _____
Robert H. Gerber
President

ATTEST:

_____
Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

ATTACHMENT B

AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES (C2001-132)

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of June 24, 2003, 2003, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."

B. The original Agreement terminates on July 15, 2004 with an additional three-year option.

C. Both parties now wish to amend the Agreement to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.

C2001-132

AGREEMENT:

1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect for five years from the Effective Date. CITY will have the option to extend the Agreement for one additional three-year term under the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement."

2. A new Subparagraph (6) is added to Paragraph 3.a, which reads as follows:

"(6) GERBER will assume the responsibility of billing for the CITY the Paramedic Advanced Life Support (ALS) Emergency Response and Transport Fee minus the Base-Response Charge less $17.00 and the Code 3 Response or Transport Fee, in conjunction with its billing procedures. The fees charged for these services may not exceed the Los Angeles County General Public Ambulance Rate set for each of these services as such rates may be amended from time to time. GERBER will perform all billing services including sending a minimum of four collection notices within a fifty-day period. GERBER will remit all fees collected to the CITY within seven days of receipt. GERBER will present the CITY with a monthly statement setting forth the monthly total of fees billed and all sums remitted."

ORIGINAL

3. Subparagraph 4.a., entitled Rates, is amended to read in its entirety as follows:

"a. Rates

(1) Each time GERBER dispatches an ambulance to transport one or more persons in response to a request from the Police or Fire Departments, the cost of such ambulance transportation and related services will be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that may be charged for such transportation and related services are as follows:

(a) Base-Response Charge: The fee charged for this service may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time, less $17.00.

(b) Mileage: The fee charged for mileage (from location of patient to hospital) may not exceed the General Public Ambulance Rate set for mileage by the County of Los Angeles as such rate may be amended from time to time.

(c) Oxygen and oxygen cannula/mask: The fee charged for oxygen and an oxygen cannula/mask may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.

(d) Code 2 Response or Transport Fee: The fee charged for a Code 2 Response or Transport may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time.

(e) Backboard, splint, KED: The fee charged for a backboard, splint or KED may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.

(f) Bandages, dressings: The fee charged for bandages and dressings may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time."

4. A new Paragraph 11.c is added to Paragraph 11, which reads as follows:

" c. In the performance of its duties under this Agreement, GERBER specifically agrees it is knowledgeable of and will comply with the Health Insurance and Accountability Act of 1996 (HIPPA)."

5. In all other respects, the Agreement dated July 15, 2001, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

Dan Walker,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: _____
Robert H. Gerber
President

ATTEST:

Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Heather K. Whitham,
Deputy City Attorney

ATTACHMENT C

Agreement for Ambulance Services

This Agreement for Ambulance Services ("AGREEMENT") is made and entered into as of July 15, 2001 "EFFECTIVE DATE", by and between the CITY OF TORRANCE ("CITY"), a municipal corporation of the State of California, and GERBER AMBULANCE SERVICE, INC. ("GERBER"), a California corporation.

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis".

B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for furnishing ambulance services, RFP No. B2001-21 (the "RFP"); and

C. GERBER has submitted a Proposal (the "PROPOSAL") in response to the RFP. In its PROPOSAL, GERBER represents that it is qualified to perform those services requested in the RFP. Based upon its review of all PROPOSALs submitted in response to the RFP, the CITY is willing to award the contract to GERBER.

C-2001-131

AGREEMENT:

1. PURPOSE:

a. The purpose of this AGREEMENT is to set forth the terms and conditions under which GERBER will provide exclusive ambulance services within the City of Torrance in response to requests for such services from the Torrance Fire Department ("TFD"), the Torrance Police Department ("TPD") or the City of Torrance, and to fix the rates that may be charged for such services. GERBER will be the exclusive provider of Ambulance Services to the CITY except in unusual circumstances when in the sole discretion of Torrance Fire or Police personnel, it is in the best interest of the patient to use alternative means to transport the patient.

ORIGINAL

2. TERM

Unless earlier terminated in accordance with Paragraph 16 below, this AGREEMENT will continue in full force and effect for three years from the effective date. CITY shall have an option to extend the AGREEMENT for one three year term with the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the AGREEMENT.

3. GERBER AGREES TO THE FOLLOWING:

a. Services to be Provided by GERBER

(1)GERBER shall provide during the entire term of this AGREEMENT adequate personnel trained in accordance with the California Health and Safety Code and California Administrative Code, Titles 13 and 22; and shall provide adequate ambulances as specified, equipped with red lights and sirens in accordance with the California Vehicle Code and the California Administrative Code to respond to all requested emergency and non-emergency calls from the City's Fire and Police Departments at the rates set forth in this AGREEMENT.

(2)GERBER shall provide a minimum of one (1) trained Ambulance Driver and one (1) trained Ambulance Attendant, as defined in the California Health and Safety Code and Titles 13 and 22 of the California Administrative Code, and as specified in subparagraph k below, for each ambulance operated within the City of Torrance.

(3)GERBER shall respond to all emergency calls received from the CITY's Fire or Police Department within eight (8) minutes ninety-two percent (92%) of the time. In any case where the estimated response time exceeds eight (8) minutes, GERBER shall give notification of such fact to the requesting individual(s) at the time the emergency call is received.

(4)GERBER shall provide transportation for sick or injured persons under emergency or non-emergency circumstances in accordance with the terms and for the fees provided herein.

(5) For each patient transported, the GERBER shall pay the TFD the sum of $23.00 as reimbursement for medical supplies and services provided by TFD. TFD reports of transported patients shall serve as the basis for calculating the monthly payment. TFD shall present a statement monthly to GERBER for the amount of fees. The fees shall be due and payable immediately on receipt of the statement and an interest rate of 1% per month shall be paid on all amounts 30 days past due.

b. Service Area Covered by Agreement for Ambulance Services

The Service Area for purposes of this AGREEMENT shall be the corporate boundaries of the City of Torrance; provided, however, that occasionally CITY police or fire personnel respond to incidents outside the CITY in response to mutual aid agreements with surrounding cities.

c. Vehicles to be Provided by GERBER

(1)During the hours of 7 a.m. to 7 p.m., GERBER shall maintain in good condition and shall have available a minimum of sixteen (16) Type III ambulances, as defined under paragraph 5 below, to answer each and every call from the Police or Fire Departments. During the hours of 7 p.m. to 7 a.m., GERBER shall maintain in good condition and shall have available a minimum of eight (8) Type III ambulances to answer any call from the Police or Fire Departments in the CITY.

(2)In addition to the ambulances required above, GERBER shall provide a minimum of six (6) additional backup ambulances to respond to any location in the City of Torrance when the assigned units are committed to prior calls within a twelve (12)-minute response time; fourteen (14) additional backup ambulances to respond within a twenty (20)-minute response time; and twenty (20) additional backup ambulances to respond within a thirty (30) minute response time. The ambulances may be Type I, II or III.

(3)GERBER shall have four (4) ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis.

d. Personnel Required

GERBER shall not transport any sick, injured, convalescent, infirm or otherwise incapacitated

person except in an ambulance where there is present an ambulance driver and an ambulance attendant, both of whom possess the required certificates and licenses, unless otherwise directed by CITY.

e. Hospitals to be Used

Hospitals to be used under this AGREEMENT include, but are not limited to:

(1)Harbor UCLA Medical Center

(2)Memorial Hospital of Gardena

(3) Little Company of Mary Hospital

(4)Torrance Memorial Medical Center

(5)Kaiser Permanente--Harbor City

Ambulances shall transport the person or persons to these medical facilities or to such other medical facilities as specified by the Police or Fire Departments.

f. Records and Reports

(1)GERBER shall keep all records and reports as may be required by the state, county and CITY. GERBER shall submit all records and reports as required or requested to the state, county, or CITY. CITY has the right to review and audit these records and reports at any time.

(2)All books, records and reports relating to the performance and fees collected in connection with this AGREEMENT shall be kept by GERBER in a recognized accounting method. These books, records, and reports shall be available to CITY for review and audit at reasonable times upon notice by CITY.

g. Maintenance of Facilities and Equipment

(1)Throughout the term of this AGREEMENT, GERBER shall maintain in a neat and clean manner and in good condition the property and improvements thereon, and all vehicles, facilities, equipment and materials required by the provisions of this AGREEMENT.

(2)The CITY shall have the authority, but not the obligation, to inspect all real property owned or operated by GERBER and all vehicles used or available for use in carrying out this AGREEMENT. Said vehicles shall comply with all requirements set forth by the State of California, the County of Los Angeles, and the City of Torrance. Failure to permit such inspection shall be grounds for terminating this AGREEMENT.

h. Safety

(1)GERBER shall be responsible for initiating, maintaining and supervising all safety precautions and services in connection with the services provided under this AGREEMENT.

(2)GERBER shall provide all reasonable protection and precaution to prevent damage, injury or loss to persons receiving services under this AGREEMENT and their property, including but not limited to the following:

(a)Individuals at the response site or individuals in the process of being transported, as well as persons who may be affected by the service thereby, including employees of the CITY;

(b)All the materials and equipment at the response site;

(c)All the property on the person being treated or transported.

i. Situation Control at Response Site

CITY's Fire or Police personnel shall have complete situation control, including the care and treatment of persons at the scene of an emergency. All services provided by GERBER shall be in support of that control until such time as the CITY Fire or Police personnel relinquish such control, and GERBER assumes control of the sick or injured person or persons for the purpose of transporting that person or persons to a medical facility. In the event GERBER responds to a request for transportation from either the Police or Fire Departments and no CITY Fire or Police personnel are present at the scene, GERBER personnel shall assume situation control for the care and treatment of sick or injured persons until Fire or Police personnel arrive.

j. Training of Personnel

GERBER shall be responsible for the training and education of its personnel and shall make available to CITY a copy of each current EMT-1 certification of ambulance personnel upon request.

k. Permits and Licenses

(1)Every ambulance driver shall at all times possess any and all valid California certificates and licenses to operate an ambulance as required by the State of California and the County of Los Angeles.

(2)Every ambulance driver and every ambulance attendant shall possess an Emergency Medical Technician I or II Course Completion Certificate issued by the County of Los Angeles or by a school approved by the State of California or be a California licensed Emergency Medical Technician - Paramedic, accredited in Los Angeles County.

(3)A physician or registered nurse licensed by the State of California and employed as an ambulance driver or attendant shall be excused from the Emergency Medical Technician certification.

(4)Every ambulance driver and ambulance attendant shall maintain said certificates and licenses and all other certificates and licenses that are now or hereafter required by law in full force and effect and shall carry such credentials at all times while engaged in ambulance service in the CITY.

(5)If at any time a certificate or license required of an ambulance driver or ambulance attendant is suspended, revoked, restricted or otherwise ceases to be in full force and effect, GERBER shall notify CITY of this fact within twenty-four (24) hours and such employee shall not be permitted to work in Torrance. GERBER shall replace said driver or attendant at once.

(6)GERBER shall obtain, and at all times this AGREEMENT is in effect shall possess, all permits and licenses and pay all charges and fees necessary and incidental to the lawful operation of the ambulance service.

4. FEE SCHEDULE

a. Rates

(1)Each time GERBER dispatches an ambulance to transport one or more persons in response to a request from the Police or Fire Departments, the cost of such ambulance transportation and related services shall be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that may be charged for such transportation and related services are as follows:

(a) Base-Response Charge: Until December 31, 2002, this fee shall be $320.00. Subsequently, for the remaining period of this Agreement, the fee shall be the same as the General Public Ambulance Rates set by the County of Los Angeles effective January 1, 2003 for the basic life support level response, less $17.00.

(b) Until December 31, 2002, mileage (from location of patient to hospital) shall be $11.75 per mile or fraction thereof and oxygen shall be charged at the rate of $40.50 per tank or fraction thereof. Subsequently, for the remaining period of this Agreement, the rates charged for mileage and oxygen may not exceed the respective County of Los Angeles General Public Ambulance Rates effective January 1, 2003.

b. The City shall not be liable for payment of any of the transportation and related services enumerated in subsection 4.a(1) in the event GERBER is unable for any reason to collect from the person responsible for such payment. It shall be the sole responsibility of GERBER to obtain payment due for service rendered. The CITY shall incur no obligation, financial or otherwise, for the services rendered.

c. No Charges

(1) There shall be no charge when GERBER is requested to transport a person in the custody of the CITY to a medical facility.

(2) There shall be no charge for any "dry run."

d. Payment of Fees

GERBER agrees to accept assignments of fees from Medicare, MediCal or third-party insurance as full payment. Fees accepted from Medicare, MediCal or third-party insurance may not exceed the rates set forth in subsection 4.a of this paragraph 4.

e. GERBER will accept first, second, and third-party billing and will not require patient payment prior to insurance payment.

f. GERBER will, if necessary and reasonable, allow patients to make interest-free payments on bills for services.

Multiple Patient Loads

For each additional patient carried by one ambulance at the same time, GERBER may add fifty percent (50%) of the base rate and mileage rate set forth above. The total charges, other than special patient services, shall be divided equally among the patients.

h. Prices to Remain in Effect

(1) All rates and charges shall be conspicuously posted in GERBER's office or other area viewable by the public, and all customer bills shall be itemized.

(2) The approved charges shall also apply on Saturdays, Sundays, and holidays.

5. DEFINITION OF TERMS

For the purpose of this AGREEMENT, the following terms shall be defined as shown below:

a. "Ambulance" shall be defined as a motor vehicle especially constructed, modified, equipped or arranged for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons and authorized by the State of California as an emergency vehicle to be used in emergency service to the public. Said vehicle shall be designed and constructed to meet the U.S. Department of Transportation Standards KKK-1822-A for Type III ambulances.

b. "Ambulance Operator" shall be defined as any person who transports one or more persons

needing medical attention or service.

c. "Ambulance Driver" shall be defined as any person who drives an ambulance in which any person needing medical attention or service is transported.

d. "Ambulance Attendant" shall be defined as any person other than the ambulance driver who is employed to accompany an ambulance driver while transporting a person needing medical attention or services.

e. "Dry Run" is defined as a service request by the Fire, Police or other CITY department for which no service was necessary.

6. INDEMNITY

GERBER will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of GERBER, its officers, employees, agents, subcontractors or vendors. It is further agreed, GERBER's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between GERBER and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, GERBER will be obligated to pay for CITY's defense until such time as a final judgment has

been entered adjudicating the CITY as solely negligent. GERBER will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

7. INSURANCE

A. GERBER and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least $1,000,000 per person $2,000,000 per occurrence and;

(b) Primary Property Damage with limits of at least $1,000,000 per occurrence, or

(c) Combined single limits of at least $2,000,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of at least $1,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

(4) Malpractice Insurance with limits of at least $1,000,000 per occurrence.

B. The insurance provided by vendor/contractor will be primary and non-contributory.

C. The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. GERBER shall provide certificates of insurance and, or endorsements to the City Clerk/ Purchasing Agent of the City of Torrance before commencement of work.

E. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the City.

8. SUFFICIENCY OF INSURERS AND SURETIES

Insurance required by this Agreement will be satisfactory only if issued by a California admitted carrier, under regulations of the California Department of Insurance, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if it is of a financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

9. LIENS AND CLAIMS PROHIBITED

GERBER shall not permit any lien or claim to be filed or prosecuted against CITY that in any way is connected with any service rendered by GERBER. GERBER agrees to assume full responsibility for satisfaction of any such lien or claim so filed or prosecuted and for all costs connected therewith.

10. INDEPENDENT CONTRACTOR

The relationship of GERBER to CITY is that of an independent contractor and nothing contained in this AGREEMENT shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties. Neither GERBER nor its employees shall in any sense be considered employees or agents of CITY, nor shall GERBER or its employees be entitled or eligible to participate in any benefits or privileges given or extended by the CITY to its employees or be deemed employees of CITY for any purpose whatsoever.

11. COMPLIANCE WITH APPLICABLE LAWS

a. GERBER agrees to procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the performance of this AGREEMENT.

b. In the performance of its obligations under this AGREEMENT, GERBER agrees to comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority.

12. TELEPHONE LINES

GERBER must obtain, install, and pay the monthly cost of two separate telephone lines directly connecting its dispatch center and the Schaefer's Ambulance Services, Inc. dispatch center with that of the Torrance Fire Department, which telephone lines shall be operative 24 hours a day, 7 days a week.

13. SUBCONTRACTING AND NONASSIGNABILITY

Except for its contract with Schaefer's Ambulance Service, Inc. to provide second-response ambulances, GERBER shall not subcontract nor permit anyone other than its employees to perform any of the work, services or other performance required of GERBER under this AGREEMENT without the prior written consent of City. GERBER shall not assign any of its rights or obligations under this AGREEMENT.

14. DEFAULT

a. If GERBER fails in any manner to fully perform and carry out each and every term, covenant and condition of this AGREEMENT, it shall be in default of this AGREEMENT. Default shall include, but not be limited to:

(1) Filing for bankruptcy

(2) If GERBER makes a general assignment for the benefit of its creditors;

(3) If a receiver is appointed for GERBER because of its insolvency;

(4) If GERBER fails to provide properly skilled workers or services as required by this AGREEMENT;

(5) If GERBER fails to respond in a timely manner as required by this AGREEMENT;

(6) Since the ownership and control of Gerber Ambulance Company, Inc. by Robert H. Gerber was a substantial factor in the award of this AGREEMENT to GERBER by CITY, any sale or assignment of a controlling interest in Gerber Ambulance Service, Inc. by Robert H. Gerber to any other than an entity controlled by Robert H. Gerber shall be considered an act of default.

(7) If GERBER disregards laws, ordinances or instructions associated with the performance of this AGREEMENT;

(8) If GERBER fails to conduct its operations according to this AGREEMENT;

(9) If GERBER violates any provision of this AGREEMENT;

(10) If GERBER ceases operations under this AGREEMENT.

b. In case of default or breach of this AGREEMENT, the CITY may, at its option, terminate and cancel this AGREEMENT. Such termination shall not affect or terminate any of the rights of CITY against GERBER that exist or which may thereafter occur because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to CITY under the law.

c. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

15. AMENDMENTS

No amendment to this AGREEMENT, including any of the exhibits hereto, shall be effective unless it is in writing and signed by duly authorized representatives of CITY and GERBER.

16. TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving at least fifteen days written notice to the other party of its intention to terminate the AGREEMENT. This shall not prevent CITY from canceling this AGREEMENT at any time as a result of GERBER's default under the AGREEMENT.

17. NOTICES

All notice required or permitted to be given hereunder shall be deemed duly given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, properly addressed to the party to receive such notice at the addresses specified below:

City: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

GERBER: Gerber Ambulance Service
1907 Border Avenue
Torrance, CA 90501

18. FORCE MAJEURE

GERBER will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

a. When such performance is prevented by operation of law.

b. When such performance is prevented by an irresistible super human cause.

c. When such performance is prevented by an act of the public enemies of the State of California, or the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Gerber, or unavoidable casualty.

d. When such performance is prevented by the inability of GERBER to secure necessary materials, supplies or equipment by reason of:

(1) Appropriation or use thereof by the Federal Government, or

(2) Regulations imposed by the Federal Government.

19. PUBLICITY

Any use by GERBER of the name of CITY for publicity purposes must be approved in writing by the City Manager of CITY before publication. GERBER shall not, without first obtaining written consent from the City Manager, in any manner advertise or otherwise publish the fact that GERBER has

contracted with CITY to provide ambulance services.

20. SUCCESSORS

This AGREEMENT shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

21. COMPLETE AGREEMENT

This instrument is the complete agreement between CITY and GERBER and any other negotiations, agreements or representations made either orally or in writing outside of this instrument have been integrated herein.

22. COUNTERPARTS

This AGREEMENT is made and executed in four counterparts, each of which is considered to be an original contract.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

CITY OF TORRANCE,
a municipal corporation

By: _____
Dee Hardison, Mayor

ATTEST:

By: _____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By: _____
Ronald T. Pohl
Assistant City Attorney

GERBER AMBULANCE SERVICE, INC.,
a California corporation

By: _____
Robert H. Gerber, President

EXHIBIT B

PROPOSAL

[To be attached]

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2001-21

Request for Proposal to Provide Ambulance Services for the Torrance Fire and Police Departments on an "As Needed Basis"

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Gerber Ambulance Service
Name of Company

1907 Border Ave.
Address

Torrance, CA 90501
City/State/Zip Code

Linda L. Jones/Contracts Manager
Printed Name/Title

(310) 533-1133/(310) 533-1837
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation X Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

We have had our current name and form for 13 years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Linda L. Jones/Contracts Manager
Name

Contracts Manager
Title

(310) 533-1133/(310) 533-1837
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

X No Addenda received regarding this proposal.

Delivery:

What is the lead time for delivery ? no time necessary days/weeks

Please provide the following information:

A. Number of ambulances and qualified employees available for assignment to the City of Torrance.

Gerber Ambulance has access to 60 ambulances and 210 emergency medical technicians for Torrance (please see Attachment A).

B. Average age of ambulances.

The average age of Gerber's ambulances is 4.42 years.

C. Number of ambulances and employees in direct ownership or employ of the Proposer.

Gerber owns 21 US KKK-1822-A type III modular ambulances. We employ 120 people (please see Attachment C).

How do you intend to meet the following minimum requirements? Please specifically delineate resources that you own, and where they are normally assigned, by address. Please indicate your assumed response times from these addresses to the City of Torrance. Reliance upon state, regional, or local mutual aid is not acceptable for providing the required depth of resources. In the event that this requirement for depth of resources is to be met with resources other than owned by your company, detail of contractual relationships and the specific location of contracted resources should be disclosed as above. As a reminder, the requirements listed below shall be staffed pursuant to the "Scope of Service."

D. During the hours of 7 a.m. to 7 p.m. each day, sixteen (16) United States Department of Transportation Standards KKK-1822-A for Type III ambulances.

From 7 a.m. to 7 p.m. (700-1900) Gerber will have more than 16 US Standards KKK-1822-A for Type III ambulances available to the City of Torrance (please see Attachment D).

E. During the hours of 7 p.m. to 7 a.m. each day, eight (8) United States Department of Transportation Standards KKK-1822-A for Type III ambulances.

From 7 p.m. to 7 a.m. (1900-700) Gerber will have more than eight (8) US Standards KKK-1822-A for Type III ambulances for the City of Torrance (please see Attachment E).

F. In addition to the above, Contractor must be capable of providing six (6) additional back-up ambulances capable of responding within twelve (12) minutes for a second response, fourteen (14) ambulances capable of responding within twenty (20) minutes for a third response, and twenty (20) ambulances capable of responding within thirty (30) minutes for a forth response.
Note: These ambulances may be Type I, Type II or Type III.

Gerber is capable of meeting all first, second, and third response requirements of the City of Torrance (please see Attachment F).

G. Contractor shall have four (4) United States Department of Transportation Standards KKK-1822-A for Type III ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis.

Gerber will continue to have four (4) US Standards KKK-1822-A for Type III ambulances dedicated solely to the City of Torrance on a 24 hour basis (please see Attachment G).

H. Please list the contributions/support (monetary or service) supplied by your company to the Torrance community.

Please see the attached list of contributions labeled,"Attachment H". Please see Exhibit B.

I. Please provide the names of at least three (3) hospitals and three (3) fire departments for which you are currently supplying ambulance services.

Name of Hospital	Address	Person to contact/Telephone No.
Little Company of Mary	4101 Torrance Blvd., Torrance	(see Attachment I).
Torrance Memorial Medical Center	3330 Lomita Blvd.	(see Attachment I).

Name of Hospital	Address	Person to contact/Telephone No.
Kaiser-Harbor City	25825 S. Vermont Ave.	(see Attachment I).

Name of Fire Department	Address	Person to contact/Telephone No.
Torrance Fire Department	3031 Torrance Blvd.	(please see Attachment I)
Redondo Beach Fire Department	(please see Attachment I)	
Los Angeles County Carson/Lomita	(please see Attachment I).	

J. Please provide information regarding your company's current contracts for ambulance services.

Name of Agency	Exp. Date	Quantity/ Type of Dedicated Units Required by Contract
Little Company of Mary Health Services		
Torrance Memorial Hospital	2003	No dedicated units

K. How many years have you been in business as an Ambulance Service Provider?
13 years.

L. Do you currently have employees living within the Torrance city limits? (Do not include Torrance PO areas)

yes YES If yes, how many? 34
____ NO

M. Please provide information regarding all Torrance businesses with which you currently have a business relationship.

Name of Company	Type of Business	Approx. Annual Dollar Amount Your Company Expends to this Company
Carmen's Uniforms	Uniform Shop	$31,624.26
Bothwell Automotive	Auto Repair	$60,567.97
Torrance Commerce Center	Office Rental	$14,687.40
(please see Attachment M for additional businesses)		

References:

Please supply the names of companies/agencies for whom you are currently supplying ambulance services.

Name of Company/Agency	Address	Person to contact/Telephone No.
City of Torrance Fire Department	(please see Attachment)	
Little Company of Mary	(please see Attachment)	
Torrance Memorial Medical Center	(please see Attachment)	

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
	Gerber Ambulance Service meets
	and/or exceeds all service
	specifications indicated.

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Proposer's Response (Section III of this document)	✓
Proposer's Affidavit (Attachment I)	✓
Financial Statements (Attachment II)	✓

ATTACHMENT 1

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

Robert H. Gerber being first duly sworn, deposes and says:

1. That he/she is the President (Title of Office) of Gerber Ambulance Service (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

RFP #B2001-21: Request for Proposal to Provide Ambulance Services for the Torrance Fire and Police Departments on an "As Needed Basis"

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over theother Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 20th day of June, 2001

(Proposer Signature)

President/CEO
(Title)