



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**NOVEMBER 21, 2023, 7:00 PM
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Rosario Diaz
Mayor Pro Tem Brian Calderón Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos**

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE

The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS ADDRESSING THE CITY COUNCIL (Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM

Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA CITY COUNCIL/SUCCESSOR AGENCY

**TUESDAY NOVEMBER 21, 2023, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor Ezra LaTurco from Victory Outreach West Covina

PLEDGE OF ALLEGIANCE

Led by Anthony Calderón Tabatabai

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Declaring DJ Phil as the Voice of West Covina
- Certificate Recognizing Police Academy Graduates
- Chinese American Association of West Covina Donation to Various Schools in West Covina

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE NOVEMBER 7, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE NOVEMBER 7, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Consideration of Approval of the November 7, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the November 7, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

FIRE DEPARTMENT

- 2) **CONSIDERATION OF AWARD OF CONTRACT FOR EMERGENCY INCIDENT BILLING**

It is recommended that the City Council take the following actions:

1. Award Request for Proposals (RFP) No. 32-003 to Fire Recovery USA, LLC for Fire Department Cost Recovery Services for Emergency Responses; and
2. Authorize the Acting City Manager to negotiate and execute a Professional Services Agreement with Fire Recovery USA, LLC, in such final form as approved by the City Attorney.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY CLERK'S OFFICE

3) REORGANIZATION OF MAYOR AND MAYOR PRO TEM

It is recommended that the City Council reorganize in accordance with the order of mayoral succession mandated by Section 2-21 of the West Covina Municipal Code, or modify the order of mayoral succession as permitted by Section 2-21 of the West Covina Municipal Code.

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Regular Meeting	Next Tentative City Council Meeting December 5, 2023	7:00 PM
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RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

- a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
- b. The city council may establish a limit on the duration of oral communications.
- c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
- d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

- a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or

otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

- b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
- a. Addressing the Mayor and City Council without first being recognized.
 - b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
 - c. Repetitiously addressing the same subject.
 - d. Failing to relinquish the podium when directed to do so.
 - e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
 - f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.

No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 21, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE NOVEMBER 7, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE NOVEMBER 7, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

RECOMMENDATION:

Consideration of Approval of the November 7, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the November 7, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick; Assistant City Clerk

Attachments

Attachment No. 1 - 11/7/2023 Closed Session Minutes Draft

Attachment No. 2 - 11/7/2023 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

NOVEMBER 7, 2023, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos

MINUTES

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, November 7, 2023, at 6:00 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL

Council Members

Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Rosario Diaz

Absent: Mayor Pro Tem Tabatabai

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney, Roxanne Lerma, Assistant City Manager, Stephanie Sikkema, Finance Director and Interim Human Resources and Risk Management Director.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

CLOSED SESSION

(Paulina Morales, Acting City Manager, and Roxanne Lerma, Assistant City Manager left the meeting during this discussion).

1. PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code §54957(b)(1)

Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Morales, Duarte

Employee Organizations

- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Management Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group

- Department Heads

ADJOURNMENT

A motion to adjourn the Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 6:55 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday November 21, 2023, at 6:00 p.m. in the Management Resource Center, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Rosario Diaz
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**NOVEMBER 7, 2023, 7:00 PM
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos**

MINUTES

CALL TO ORDER

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, November 7, 2023, at 7:00 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California

INVOCATION

Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE

Led by Mayor Diaz

ROLL CALL

Present: Council Members Tony Wu, Letty Lopez-Viado, Cantos, Mayor Rosario Diaz

Absent: Mayor Pro Tem Tabatabai

REPORTING OUT FROM CLOSED SESSION

None

PRESENTATIONS

- Certificate Recognizing San Jose Charter Academy Blue Ribbon Award
- Certificate Recognizing Fire Prevention Week Poster Contest Winner
- Proclamation Recognizing Small Business Saturday
- Presentation by San Gabriel Valley Economic Partnership

ORAL COMMUNICATIONS - Five (5) minutes per speaker

John Shewmaker

R. Robinson

Matthew Smith

Darryl Spirey

Elsie Messman

Wen WenZhang

Jerri Potras

Jim Grivich

Bill Elliot

Steve Bennett

David Schwartz

Glenn Kennedy

Mr. G

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

ACTION: Motion by Councilman Wu, Second by Councilwoman Lopez-Viado 4-0 to (Tabatabai: Absent): Approve Consent Calendar Items 1-3 and 5-7

ACTION: Motion by Councilman Cantos, Second by Councilman Wu 4-0 (Tabatabai: Absent) to: Approve Consent Calendar Item 4 (Approved as amended)

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE OCTOBER 17, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE OCTOBER 17, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

Carried 4-0 to (Tabatabai: Absent): To approval the October 17, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the October 17, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF COMMISSIONER APPOINTMENT TO THE COMMUNITY AND SENIOR SERVICES COMMISSION

Carried 4-0 to (Tabatabai: Absent): To receive and file this informational report.

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COVINA FOR TRAFFIC SIGNAL IMPROVEMENTS AT LARK ELLEN AND BADILLO STREET - PROJECT NO. 23028

Carried 4-0 to (Tabatabai: Absent): To take the following actions:

1. Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the City of Covina for the construction of Traffic Signal Improvements at the Intersection of Lark Ellen and Badillo Street, as part of Traffic Signal Improvements at 10 Intersections Project, in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute any amendments to the MOU.

4) CONSIDERATION OF APPROVAL OF TRAFFIC RECOMMENDATIONS FROM THE TRAFFIC COMMITTEE MEETINGS BETWEEN MARCH 2023 AND AUGUST 2023

Carried 4-0 to (Tabatabai: Absent): To approve the traffic recommendations listed in Attachment No. 1 for traffic engineering improvements citywide from the Traffic Committee meetings held between March 2023 and August 2023 with the following amendment:

Installation of flashing stop signs instead of oversized stop signs at Shadow Oak Drive and Woodgate Drive.

FINANCE DEPARTMENT

5) CONSIDERATION OF CHANGES TO CITY COUNCIL'S ALLOWANCE AND COUNCIL EXPENSE & REIMBURSEMENT POLICY

Carried 4-0 to (Tabatabai: Absent): To approve the following resolutions:

RESOLUTION NO. 2023-89 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (CITY COUNCIL ALLOWANCES)

RESOLUTION NO. 2023-90 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTED A REVISED COUNCIL EXPENSE & REIMBURSEMENT POLICY

HUMAN RESOURCES/RISK MANAGEMENT

6) CONSIDERATION OF NEW JOB CLASSIFICATIONS AND SPECIFICATIONS FOR THE ACCOUNTING SERIES

Carried 4-0 to (Tabatabai: Absent): To adopt the following resolutions:

RESOLUTION NO. 2023-82 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REMOVAL OF THE ACCOUNTING TECHNICIAN CLASSIFICATION AND THE ESTABLISHMENT OF THE ACCOUNTING TECHNICIAN I CLASSIFICATION;

RESOLUTION NO. 2023-83 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE ACCOUNTING TECHNICIAN II CLASSIFICATION;

RESOLUTION NO. 2023-84 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REMOVAL OF THE ACCOUNTANT CLASSIFICATION AND THE ESTABLISHMENT OF THE ACCOUNTANT I CLASSIFICATION;

RESOLUTION NO. 2023-85 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE ACCOUNTANT II CLASSIFICATION;

RESOLUTION NO. 2023-86 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE SENIOR ACCOUNTANT CLASSIFICATION SPECIFICATIONS;

RESOLUTION NO. 2023-87 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE ACCOUNTING MANAGER CLASSIFICATION SPECIFICATIONS; AND

RESOLUTION NO. 2023-88 - RESOLUTION NO. 2023-88-A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE ASSISTANT FINANCE DIRECTOR CLASSIFICATION SPECIFICATIONS

7) CONSIDERATION OF AMENDMENT TO BENEFIT PLAN ADMINISTRATION AGREEMENT

Carried 4-0 to (Tabatabai: Absent): to approve the following:

1. Ratify execution of an agreement with Self Insured Services Company dba Benefit Coordinators Corporation for benefit plan administration.
2. Authorize the Acting City Manager to execute an amendment to the agreement with Benefit Coordinators Corporation to update the terms and Named Fiduciary exhibit, in such final form as approved by the City Attorney.
3. Appoint the City Manager and Finance Director as the Named Fiduciaries of the City's benefit plan with authorization to increase annual contribution limits to the maximum allowed by the Internal Revenue Services (IRS).

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

8) CONSIDERATION OF AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF PRECISE PLAN NO. 23-06 TO ALLOW FOR THE EXPANSION OF AN EXISTING AUTO DEALERSHIP BUILDING AT 205 N. CITRUS STREET

Public Comments in Favor

Andrew Baeza

Public Comments Neither in Favor nor Opposed

None.

Public Comments in Opposition

None.

ACTION: Motion by Councilman Wu, Second by Councilman Cantos Carried 4-0 to (Tabatabai: Absent): To conduct a public hearing, and thereafter adopt the following resolution:

RESOLUTION NO. 2023-91 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION AND APPROVING PRECISE PLAN NO. 23-06 LOCATED AT 205 N. CITRUS STREET

DEPARTMENTAL REGULAR MATTERS

COMMUNITY DEVELOPMENT

9) CONSIDERATION OF STREET SWEEPING PROGRAM OPTIONS

ACTION: Motion by Councilman Wu, Second by Councilwoman Lopez Viado 4-0 to (Tabatabai: Absent): Continue the item to the next meeting.

MAYOR/COUNCILMEMBERS REPORTS

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Motion by Councilman Cantos and seconded by Councilman Wu, with no objection, to directing staff to look at graffiti abatement strategies to increase the quality of graffiti abatement (better color matching and take pictures of the graffiti and geo targeting, provide paint for residents, have the person who was caught tagging paint over the tag and implement consequences, and promote the reward).
- Motion by Mayor Diaz and second by Councilwoman Lopez-Viado, with no objection, to recognize DJ Phil as the Voice of West Covina through a proclamation.
- Motion by Mayor Diaz second by Councilman Wu to direct staff to look into proclaiming the crepe myrtle as the tree of West Covina,

CITY COUNCIL COMMENTS

- Councilwoman Lopez-Viado shares her frustration with the laws in California and reminded residents to stop and help if you can when you see an accident.
- Councilman Wu mentioned that tonight is the last meeting for Mayor Diaz, next week is the reorganization.
- Councilman Wu, Councilman Cantos, and Councilwoman Lopez-Viado thanked Mayor Diaz for her service.
- Mayor Diaz, Councilwoman Lopez-Viado, and Councilman Wu stressed the importance of events that take place in the City.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Diaz, and the meeting was adjourned at 10:16 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, November 21, 2023, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Rosario Diaz
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 21, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR EMERGENCY INCIDENT BILLING

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Award Request for Proposals (RFP) No. 32-003 to Fire Recovery USA, LLC for Fire Department Cost Recovery Services for Emergency Responses; and
2. Authorize the Acting City Manager to negotiate and execute a Professional Services Agreement with Fire Recovery USA, LLC, in such final form as approved by the City Attorney.

BACKGROUND:

The West Covina Fire Department ("Fire Department") was established to protect life and property from fire through education, prevention, rapid attack, and fire investigation. The Fire Department also provides pre-hospital emergency medical care, limited rescue services, hazardous materials response, and response services to all natural and man-made disasters.

The Fire Department has utilized Fire Recovery USA, LLC ("Fire Recovery") for Emergency Incident Billing for the last five years. Cost recovery is essential for the continued operation of the Fire Department as a modern and professional public safety operation, which ultimately reduces the costs to motorists, property owners, members of the public, and their insurers, by minimizing personal injury and property damage through fast and capable resources to accidents, fires, rescues, and other emergency incidents.

DISCUSSION:

Pursuant to West Covina Municipal Code requirements, a formal solicitation was required. The City issued RFP 32-003 on September 27, 2023 on Planet Bids. The RFP detailed the specifications of the services needed, requiring bidders to meet all the scope of work. Fire Recovery was the only RFP submission received by the City. To continue to deliver and improve service to our community, the Fire Department proposes to continue the billing program with Fire Recovery to efficiently recover related costs for the response to emergency incidents within the City.

Since 2006, Fire Recovery has provided cost recovery services to fire departments in 42 states and is the leading provider in cost recovery in the nation. Their proprietary systems and software allow Fire Recovery to efficiently and effortlessly bill for emergency incident response costs and fire inspections. Because of efficiencies delivered by their software and support services, Fire Recovery offers cost

recovery that is extremely efficient and cost effective. Fire Recovery provides emergency incident billing services to 996 clients in the United States. Fire Recovery USA has clients in California which include the Compton Fire Department, Downriver Fire Department, Hemet Fire Department, Morongo Valley Fire Department, National City Fire Department, North County Fire Protection District, Salton Community Services District Fire Department, and the Valley Center Fire Protection District.

Fire Recovery seeks cost recovery on the City's behalf for emergency incidents in accordance with the City's adopted Fee Schedule. Currently, when the Fire Department responds to a motor vehicle incident, a hazardous materials cleanup, a fire, a water incident, or a special rescue, Fire Department personnel will respond and take the appropriate actions to protect life and property. It then collects the identification and insurance of the person, or parties, involved and submits the information to Fire Recovery so that the insurance companies can be billed. Billing insurance companies for an emergency response allows the Fire Department to target the negligent party responsible for the emergency incident without charging them directly. This process has a much higher collection rate because most insurance companies cover the costs associated with a Fire Department response without any adverse effect to the policyholder.

Fire Recovery will only bill for a response to an emergency incident if insurance information is collected by Fire Department personnel. If insurance information is unavailable, Fire Recovery will not bill for the response to the emergency incident.

Pursuant to its proposal submitted in response to RFP 32-003, Fire Recovery will retain 22% of the total amount collected on the City's behalf to perform the cost recovery services.

Staff recommends that the City Council authorize the Acting City Manager to negotiate and execute a Professional Services Agreement with Fire Recovery in substantially the form as attached and in such final form as approved by the City Attorney.

LEGAL REVIEW:

The City Attorney's Office will review and approve the final form of the agreement prior to execution.

Prepared by: Vincent Capelle, Fire Chief

Fiscal Impact

FISCAL IMPACT:

All monies paid for this service come from the collected fines. Fire Recovery USA is proposing a contingency fee of 22% of Gross Collected Revenue. Fees are deducted from the revenue as collected in account no. 110.32.4635. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees.

Attachments

Attachment No. 1 - Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
FIRE RECOVERY USA, LLC
FOR
COST RECOVERY SERVICES FOR EMERGENCY RESPONSES**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of October 1, 2023 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and FIRE RECOVERY USA, LLC a California limited liability company ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide cost recovery services for emergency responses, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Contractor desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. Contractor responded to the City's Request for Proposals No. 32-003 dated September 27, 2023, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement; and

F. City and Contractor intend and desire that this Agreement be effective retroactive to the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR; CITY'S OBLIGATIONS

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Cooperation of City. City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement. City shall be responsible for initially ensuring, and continuing to review, local and state laws in the City's jurisdiction to assure adequate legal authority for Contractor to engage in the services described herein on behalf of City.

1.3. Run Assignment. Once a run is assigned to Contractor for processing, Contractor will pursue collection until all efforts have been exhausted. While Contractor is pursuing payment on a claim, City is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Contractor. City may not negotiate a settlement of a run Contractor is processing without Contractor's written consent to the terms of the settlement and compensation due to Contractor for processing the run. Once Contractor has determined a run is not collectible, it will either be archived and closed or sent to a collection agency (only if City directs it to do so). If payment is received from a collection agency, the amount received will be posted to City's account by Contractor.

1.4. City Authorization. Notwithstanding any other provisions of this Agreement, Contractor shall obtain written authorization from City prior to performing any of the following:

- (a) The sale, conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of City's interest in any sums owed to City;
- (b) Commencing any litigation against a person, entity, or insurance carrier;
- (c) Sending a matter to collections; and
- (d) All other items requiring City's prior written authorization as set forth in this Agreement.

1.5. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Contractor to comply with this section.

1.6. Performance to Satisfaction of City. Contractor agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.7. Warranty. Contractor warrants that it shall perform the services required by this

Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.8. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.9. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.10. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Contractor for City's use are the sole property of Contractor. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Contractor's employees, products, services, prices, operations, and subsidiaries. City will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Contractor's approval or as required by law, and only to the extent necessary to perform the services under this Agreement or comply with applicable law. This prohibition also applies to City's employees, agents, and subcontractors. On termination of this Agreement, City will return any confidential information in City's possession to Contractor.

1.11. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees that Contractor shall be entitled to Twenty-Two Percent (22%) of the total monies collected by Contractor on City's behalf pursuant to this Agreement ("Contractor's Fee"). Contractor may retain Contractor's Fee and shall remit to City Seventy-Eight Percent (78%) of total monies collected by Contractor on City's behalf. As used herein, "total monies collected" refers to fees collected in accordance with the City's adopted fee schedule.

2.2. Monthly Remittance to City. Contractor shall remit to City the total monies collected on City's behalf, less Contractor's Fee as set forth herein, within seven (7) days after the close and accounting of the monthly billing cycle.

2.3. Additional Services. Contractor shall not receive compensation for any additional services unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective retroactive to the Effective Date and continue for a period of three (3) years, ending on September 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Contractor shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another

claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.
- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Contractor's insurance shall 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.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy

language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville, CA 95661
Tel: (888) 640-7222
Email: cnagler@firerecoveryusa.com
Attn: Craig Nagler

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8824
Email: vcapelle@westcovina.org
Attn: Vincent Capelle

6.4. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the

opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.6. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.7. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to

indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.10. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.12. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.13. Economic Interest Statement. Contractor hereby acknowledges that pursuant to

Government Code Section 87300 and the Conflict of Interest Code adopted by City, Contractor is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.14. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.15. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced. In the event of any conflict between the terms of Exhibit A and the terms of Exhibit B, the terms of Exhibit A shall prevail.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its

fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

Paulina Morales
Acting City Manager

Date: _____

CONTRACTOR

Craig Nagler
CEO

Date: _____

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephanie Sikkema
Acting Human Resources and Risk
Management Director

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1. Contractor will bill the responsible party's insurance company on the City's behalf in accordance with the City's adopted fee schedule. City will provide Contractor with a copy of the current fee schedule and will provide copies of updated versions of the fee schedule as they are adopted. Contractor will not bill the responsible party if such party's insurance information is not available.
2. Contractor will provide, as a normal matter of business; entry of claims and submission to the responsible party's insurance company, collections of monies deemed due to the City, payments of the agreed upon percentage of said monies to City, and reporting of progress.
3. Contractor will bill to the best of its ability all claims provided to Contractor by the City.
4. Contractor will make available reports to the City via a password protected website which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
5. Contractor will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Contractor by the City on the Run Sheets.
6. Contractor will provide and/or allow access to the newest technology and applications in order to ensure the most efficient workflow and processes.
7. Contractor will ensure the highest level of customer service for support and assistance. Customer service and support are available between 6:00 AM and 6:00 PM PST but can be accommodated outside of these hours for special needs.
8. Contractor will provide a dedicated account manager for the City.
9. Contractor will provide training and project management for City staff.
10. Contractor will provide City's Finance Department with a System & Organization Controls (SOC) 1 Report on an annual basis, within three (3) months of the close of Contractor's fiscal year, unless otherwise agreed to by City and Contractor.

EXHIBIT B
CONTRACTOR'S PROPOSAL

DRAFT



City of West Covina

COST RECOVERY FOR EMERGENCY RESPONSES
RFP NO. 32-003

Purchasing

DUE DATE: October 12, 2023, by 2:00 p.m

Mike Rivera

Chief Business Development Officer

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661-3065

email: m.rivera@FireRecoveryUSA.com

office: 1.888.640.7222

cell: 916.238.8541

www.FireRecoveryUSA.com

FR Fire RecoveryUSA
Fire Billing Solutions

City of West Covina

Tab 1	Cover Letter
Tab 2	Project Summary Section - Qualifications and Experience
Tab 3	Methodology
Tab 4	Proposed Fees
Tab 5	Excluded or Subcontracted Services
Tab 6	List of Similar Services Completed - References
Tab 7	Required Documents

October 2, 2023

Maria Delira, Purchasing Manager
City of West Covina
1444 West Garvey Ave.
South West Covina, CA 91790

Dear Ms. Delira,

Thank you for the opportunity to provide a proposal for your "COST RECOVERY FOR EMERGENCY RESPONSES", RFP NO. 32-003.

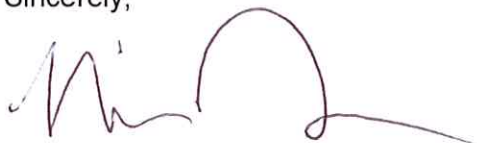
We are confident that we meet and exceed the specifications listed in the Requirements (other than any listed exceptions). Fire Recovery USA is by far the largest and most successful cost recovery billing service in the fire industry. We have over 1,700 cities and fire departments in 42 states that have placed their trust in us to provide cost recovery programs (over 100 in California).

Our company has over fifteen years in cost recovery with tens of millions of dollars collected. Since you a current client, there is virtually no setup or training of your personnel, and we'll continue to offer our outstanding customer service to ensure your needs and goals are met to the highest standard.

The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete.

We offer services that cover all of your requested services and this proposal is valid for 120 days. We also agree to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of West Covina.

Sincerely,



Richard Benner
Chief Financial Officer

rick@firerecoveryusa.com

www.firerecoveryusa.com

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661

Phone 888-640-7222
Fax 916-290-0542

GENERAL INFORMATION

Fire Recovery USA, LLC
2271 Lava Ridge Ct, Suite 120
Roseville, CA 95661

(888) 640-7222
(916) 943-1661 – fax

www.FireRecoveryUSA.com

- Contact: Mike Rivera – (916) 238-8541 – mike@firerecoveryusa.com
- Business Hours: 6 AM (PST) to 6 PM (PST)
- Incorporation: California, USA
- Years in Business: 17
- Personnel: approx. 30 employees
- Work to be performed at office location in Roseville, CA.

EXPERIENCE

Fire Recovery USA, LLC was founded in 2006 and is located in Roseville, California and provides cities and fire departments across the United States with cost recovery funding programs in conjunction with motor vehicle incidents, structure fires, hazardous material spills, and fire inspection programs. Fire Recovery USA is the sole provider of these programs and the software developed to administer them. We do not use partners to administer the above-mentioned programs.

Fire Recovery USA has established and implemented systems for Over 1,700 customers in 42 states. We have the experience and brand recognition that has positioned us as the market leader in this niche. The company has a proprietary and very successful billing system developed specifically to meet industry needs. This system and its efficiencies have proven to successfully provide collection rates far superior to other competitors.

Fire Recovery USA has developed a methodology to process claims that has not been matched by the competition. This methodology centers around the company's policy of communicating and corresponding with the responsible parties as well as providing flexible payment options and electronic communication.

TOTAL ORGANIZATION

Fire Recovery USA is one of three entities that comprise our family of cost recovery and technology services.

1. **Fire Recovery USA**
2. **Streamline Automation Systems**

1. Fire Recovery USA provides eight main cost recovery programs.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

iPad Inspection / Inspection billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments; have 24/7 live data reporting and the highest recovery rate in the industry.

2. Streamline Automation Systems, LLC. Fire Recovery USA and Streamline Automation Systems develop, market, and support our proprietary systems used for false alarm management. All components of this response are controlled by Fire Recovery USA, so no other vendors/partnerships are necessary for this response.

Streamline Automated Systems are simple to use. Data and information is seamlessly and automatically transferred from the CAD or RMS into the secure, online web based user interface and customized front-end portal. It is securely and conveniently stored in the cloud for remote and immediate access for updates, validation and follow-up. Streamline's proprietary software is hardware agnostic, meaning you can access your data via any computer, tablet device, or smartphone. Our proprietary systems allow for complete customization, and quick and agile turnkey deployment. Customizable features include personalized portals, site management, billing, mapping and interface design, among other elements.

Streamline Inspections is a mobile and cloud-based inspection platform designed for state and local government and business performing inspection services. Streamline Inspections is designed to make inspections easier and more cost effective to manage regardless of the department or AHJ. The Application was designed by inspectors for inspectors and with multiple programs in mind: Fire Inspections, HazMat, Brush or Weed Abatement, Health Inspections, Community Development and Code Enforcement, together in one system.

It is designed to work the way you work: our iPad-based software goes anywhere you need to go. Locally stored data on the device allows you to work where there is no connection to Wi-Fi or cell. Push notices allow notification of time critical new tasks.

The checklist-based system will incorporate any checklist and data field, from true false, to text, photos, values, dynamic rules and more. Find violations not on your checklist, no problem, your local codes can be loaded on the device as well. We have agreements with ICC and NFPA, to deliver virtually any code set. No shuffling multiple inspection forms or using software that just doesn't meet your needs. It's the most intuitive and versatile inspections application on the market.

PROPOSED TIMELINE AND TRAINING:

A timeline for accomplishing the scope of work identified in this proposal, estimating the amount of time it will take to complete each task. Unless advised otherwise by the Fire Department, our "System Implementation" plan is as follows:

Because the City of West Covina is a current client using this program, the timeline would be immediate and simply continue as it is today.

HIPAA

Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected or harvested. In addition, we have been certified by a third-party consultant as not having any exposure to HIPAA. None of the data we collect falls within HIPAA regulations.

NON-DISCRIMINATION

Fire Recovery USA affirms that we comply with all state and federal regulations related to non-discrimination.

STAFF CRITERIA

Fire Recovery USA strives to employ highly competent and efficient processors. Once a prospective employee is identified they are screened through the E-Verify system to establish and document their legal work status. Each candidate is subject to several interviews with management personnel and must pass a series of tests Fire Recovery has

developed. These proprietary tests measure a candidate's ability to perform at established standards in computer competence, language skills and customer service.

Upon employment, new processors are teamed with an experienced staff member who spends a week with them in intensive side-by-side training. The new processor is able to experience how a veteran processor handles the various challenges of their workday and is exposed to the high standards expected by Fire Recovery USA. Once the week of intensive training has concluded, the new processor remains assigned to the experienced staff member who continues to act as a mentor until the new processor is able to operate independently.

CUSTOMER SERVICE PHILOSOPHY

Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.

Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a "Ticketing System" whereby we contact a City employee, as designated by the City, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked as they remain open until completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the "Ticketing System" as time allows within their work schedule.

As part of his or her training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, business-like demeanor in all contact and correspondence with our clients and their constituents.

Fire Recovery USA's ownership and management believe in modeling our commitment to high-level customer service. Employees are our "customers" and need a regular demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

EXPERIENCE OF THE FIRM

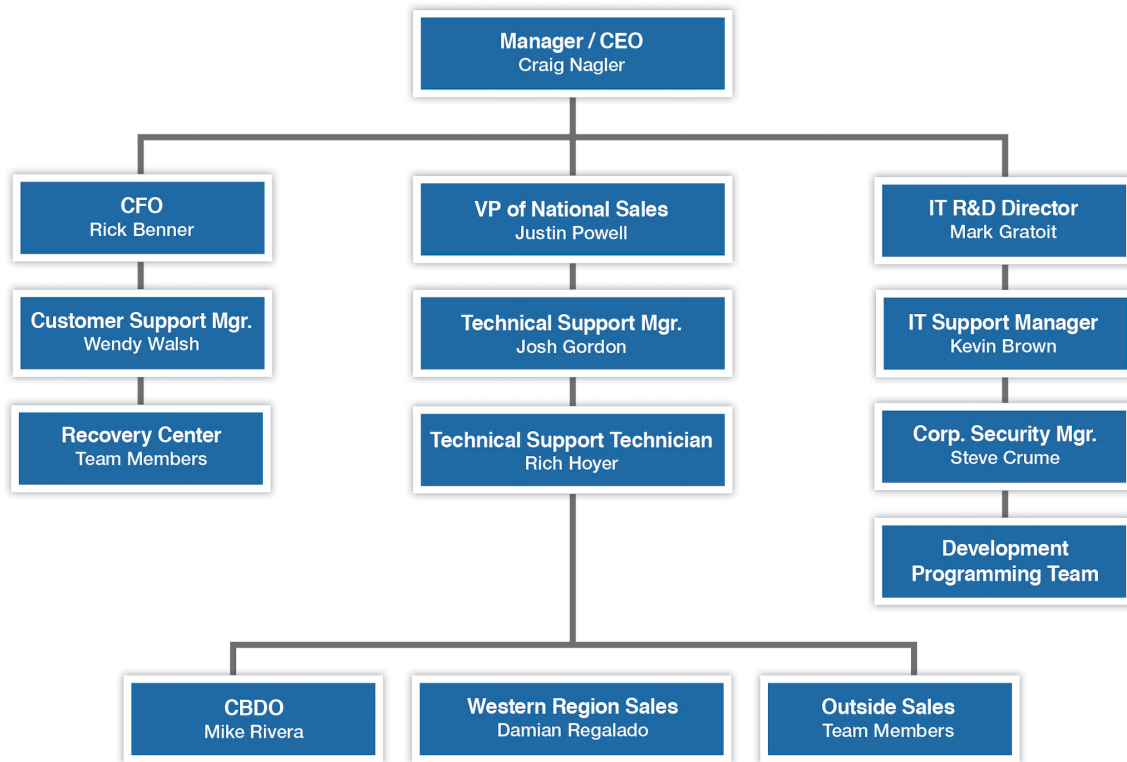
As the nation's largest and most successful biller of Emergency Incidents for cities and fire departments, our growth of clients has been staggering. We have over 1,700 clients as of the date of this proposal. Our collections are the highest in the industry averaging between 70% and 100% depending on the type of run.

Emergency Incident billing is handled in our Roseville, CA facility. Our Emergency Incident system provide 24/7 access to our billing software and reporting system from any web-browser.

We will provide unlimited web-based live webinar training for new employees.

Virtually all of our metro/muni clients are government clients (local government / city or county) and our experience is the equivalent as with our non-government accounts. They achieve the same high collection rates.

ORGANIZATIONAL STRUCTURE



Fire Recovery USA is a privately held LLC, and as such does not provide financial information, however, we are happy to provide banking references upon request. The Owner/manager of Fire Recovery USA LLC is Craig Nagler.

Working as a cohesive team utilizing project management technology such as Basecamp, Google Hangouts, and JitBit Ticket Tracking software, we have on-boarded over 1,600 clients quickly and efficiently. Justin Powell will head the project, including on-boarding and the delegation of tasks to the appropriate internal personnel. He will oversee the progress and work to keep the project on schedule.

KEY INDIVIDUALS

Mike Rivera – Head of Project, onboarding and training, oversee all aspects

Rick Benner – Assist project onboarding, facilitate financial account setup

Wendy Mangan – Manage RecoveryHub account setup

Mark Gratoit – Director of Research and Development

Kevin Brown – Head of RMS/CAD Link Establishment and Testing

The logo for Mike Rivera features the name "Mike" in a large, bold, sans-serif font, with "Rivera" in a smaller, regular, sans-serif font directly below it. The text is white and is set against a solid orange rectangular background.

**Chief Business Development
Officer**

Fire Recovery USA
mike@firerecoveryusa.com
(916) 462-6733 – Direct

January 2008 – Present

Mr. Rivera's primary objectives are to develop new ways of increasing Fire Recovery's market presence and maintaining the service level relationship with our existing client base. Providing day to day support and assisting in the direction of the sales team. Mr. Rivera is responsible for the implementation and onboarding of our cost recovery programs to our clients as well as on-going support.

Owner

On-Site Events

January 2003 – December 2007 (4 years) Chicago, IL

In 2003, Mike founded On-Site Events, Inc. As an innovative corporate event planning company, On-Site Events quickly established itself as a major player in a very competitive field. Although Mike is no longer associated with On-Site Events, he helped establish the basic precepts of the company that has matured into a progressive event management company with a reputation for working and performing "out of the box".

Owner

Professional Displays

August 1991 – December 2002 (11 years) Rancho Cordova, CA

Founded Professional Displays, which designed and produced tradeshow displays and graphics on a nationwide basis. When Mike sold the company in 2002, it had become firmly established as a leader in the tradeshow industry.

Rick Benner

Chief Financial Officer

Fire Recovery USA

rick@firerecoveryusa.com

(916) 462-6721 – Direct

January 2008 – Present

Rick began his career as a certified public accountant with Coopers & Lybrand, an international public accounting firm. After five years with the firm he became Vice President of Finance for the National Basketball Association's Kansas City Kings before relocating with the team to Sacramento, California in 1985. He quickly developed an expertise in the NBA's salary cap and negotiated multi-million dollar player contracts on behalf of the Kings' organization. Rick was promoted to president of the Kings and Arco Arena in 1989 and at the time was the youngest president of any major professional sports franchise. As president he had overall responsibility for ticket sales, radio and television game broadcasts and advertising sales, media and public relations, in arena advertising and arena operations, including concessions, security and parking. He remained in the role as president through 1999.

After leaving the Kings, he has owned and participated in the development of businesses in the health care, airline transportation and mortgage industries.

Rick joined Fire Recovery USA in 2008 and has made a major contribution to the development of the company's proprietary software assuring proper financial controls are in place. While his primary responsibility is managing all financial and legal aspects of the company's operations, he assists in all areas of the company's business development.

Wendy Mangan

Manager – Processing Center

Fire Recovery USA

wendy@firerecoveryusa.com

(916) 462-6723 – Direct

January 2010 – Present

As a member of the Fire Recovery management team Wendy brings with her a significant amount of experience. Her previous experiences uniquely position her to lead our service and processing center. Wendy is an experienced manager specializing in professional billing services and superior customer manager. She is an experienced police dispatcher in a metropolitan agency and knows first hand the difficulties in providing public safety. At Fire Recovery Wendy is responsible for all processing center staff. Wendy manages scheduling and staff performance and insures the office is compliant with all state, OSHA and HIPAA laws and regulations.

Manager – Medical Office

Curtis G. Croft, DDS

January 2008 – 2010 (2 years +) Roseville, CA

Responsible for staff schedule and staff performance and ensured the office was compliant with all state, OSHA and HIPAA laws and regulations. Observed and protected patient confidentiality per policies and procedures. Managed business records as well as accounts receivable/payable.

Dispatcher

Sacramento Police Department

January 2004 – 2008 (4 years +) Sacramento, CA

Duties required the ability to effectively communicate, multi-task, evaluate, prioritize and quickly make decisions in extremely critical situations demanding immediate and accurate response while providing a high level of service to the public. Responsible for providing pertinent data in response to requests for information regarding vehicle registration, driving records and warrants. Monitored direct emergency alarms and complex public safety radio frequencies while operating a variety of communications equipment.

PROJECT UNDERSTANDING AND APPROACH

UNDERSTANDING:

Fire Recovery USA specializes in providing seamless methods of cost recovery to cities and fire departments nationwide. Fire Recovery USA processes more than 50,000 Emergency Incident Billing events per year and delivers millions of dollars in recovered funds to our clients annually. Our systems make the process of cost recovery efficient in all aspects of the program. Our goal is to make the program as seamless and effortless as possible.

Each of our Processing Center staff is focused on processing Emergency Incident Billing accounts and only Emergency Incident Billing accounts. We have dedicated billing staff for these types of claims who focus on this type of billing full-time and can deliver the highest possible financial return to our clients.

Our processing team will go to work to insure the highest collection rate possible for the City. Your administrative team will have access to the RecoveryHub from any computer with internet access and see **REAL TIME** run data and reports, 24/7. This fully transparent system will allow you to see every contact and phone call we've made, the status of the bill, and track and reconcile every payment we've received. Each step in our process is visible to you, the end user, so you always know the status of your recovery efforts.

SCOPE OF WORK

1. Fire Recovery USA will provide the technology to electronically input run data into the RecoveryHub for processing.
2. Fire Recovery USA will bill on your behalf, for runs submitted and the service you provide, as allowed by your Ordinance.
3. We will work with the insurance companies directly to ensure payments are made for invoices submitted.
4. We will provide real time access to all your claims as well as the ability for the end user to run reports on demand.
5. We will provide automatic monthly reporting and real time access to your account for 100% transparency.
6. We will develop a successful professional working relationship with the City.
7. We will provide training and project management for your staff.
8. We will provide a dedicated account manager for the City.

9. We will provide our programs with professionalism while maintaining the integrity of the City.
10. We will ensure the highest level of customer service for support and assistance. Customer service and support are available between 6:00 AM and 6:00 PM PST but can be accommodated outside of these hours for special needs.
11. We will provide for a systematic and standard recovery process that allows creditability to be maintained with insurance providers.
12. We will provide the highest collection rate in our industry – over 90% for fluid-based/HazMat Related Emergency Incidents and over 70% overall on billable incidents.
13. We will provide and/or allow access to the newest technology and applications in order to insure the most efficient workflow and processes.
14. We will provide insurance documentation upon award of the contract.

REPORTS:

Fire Recovery USA is committed to providing the City with the most advanced reporting tools available through our website, RecoveryHub. RecoveryHub provides custom report capabilities that we continue to develop in order to satisfy our customers' needs.

1. We provide detail and summary reports (automatically and electronically) 24/7 from any internet-connected computer.
2. We provide an accounts receivable aging report and a report on any billing (claims).
3. We provide a web-based portal to appropriate City staff to access and view the status of all relevant reports or files, all updated real time. This is based on user security and roll access to the system.
4. We provide the City with a report on all claims and disputes.
5. We provide custom reports and data exports on any data fields.

MISCELLANEOUS:

1. Provide a primary and a secondary contact for daily operational inquiries and notify the City of any contact changes.

2. Provide on-line electronic file lookup and be able to accept information from the City via email, fax, or in an electronic format;
3. Provide a custom form for the City to utilize in order to collect the data needed for proper bill processing, as stated per ordinance; and
4. Ensure daily backups are stored in a secure, safe location.
5. We are willing to modify our cost recovery methodology to the extent that it conforms to the City's philosophy of interaction with the citizens. We will follow the City's philosophy is to pursue accounts in accordance with your state law. We will not subcontract cost recovery activities to a third party, without the express written consent of the City.

CONFIDENTIAL INFORMATION

Our Official Internal Control Policy is that no confidential information will be released to anyone other than the password protected person(s) authorized by the City and the insurance company(s) involved in the incident. In addition, only those employees in our Recovery Department who are authorized to input and track claims will have access to confidential information on any claims and the individuals involved in the claims.

HIPAA Information: Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected.

HARDWARE AND SOFTWARE INFRASTRUCTURE & SECURITY

Fire Recovery USA has aligned itself with some of the best service providers in the industry to ensure the security of our client's data and availability of our services. Our entire infrastructure is hosted in Microsoft's Azure Cloud Platform. This platform has its own Security Center that is inherent to that environment however, we go one step further. Qualys is a third-party application that we use to monitor for malware and conduct additional vulnerability scans. The combination of the two services provides us a robust security solution with real time threat detection and a true geo-redundant footprint.

If you are a billing customer, then you probably know how important and how difficult it can be to become and remain PCI compliant. Once again, we have aligned with an industry leader. Authorize.net handles all of our online transactions and maintains a full PCI DSS/SSAE-16 compliant data center to secure your client's sensitive financial data.

Microsoft Azure

- Geo-Redundant Services with real time database replication and application failover

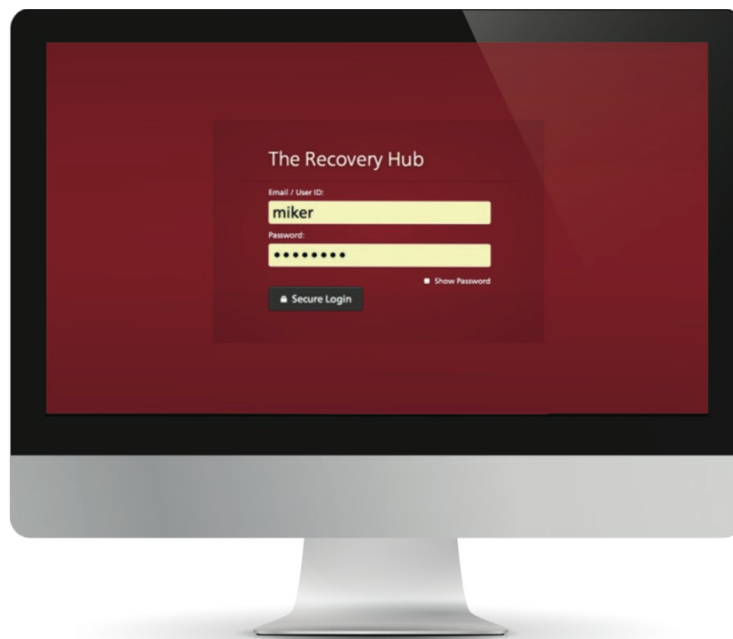
- The only public cloud platform to offer continuous security and health monitoring using Azure Security Center
- All connections and data transfers are encrypted
- All databases are encrypted at rest
- More certifications than any other cloud platform including ISO and HIPAA
- Real time health alerts and active scaling based on predefined threshold limits

Qualys

- Provides additional 3rd party web applications scans and malware monitoring
- Zero day vulnerability scans utilizing behavioral analysis
- Web application scanning for OWASP top 10 defined threats
- Real time alerts on active threats

Authorize.net

- All customer billing transactions are conducted through Authorize.net servers and are PCI DSS compliant
- SSAE-16 compliance validated annually
- HIPAA, GLBA, & California Senate Bill 1386 (SB1386) compliant. Regular audits conducted as required to maintain compliance.



All of the web traffic is encrypted <https://www.therecoveryhub.com> to 128 bit. Here's a screenshot of the secure RecoveryHub login page:

FIRE RECOVERY SITE DISASTER RECOVERY

FRUSA's Server / DC and all virtual servers that reside on-site are protected by an image-based backup solution.

In the instance of a physical server failure or catastrophic operating system problem, FRUSA can be up and running in a matter of minutes by connecting directly to the backup device.

Additionally, each of FRUSA's servers can be quickly restored to a previously working state from these image backups.

All of these image backups are backed up off-site, to our bi-coastal data centers, and FRUSA can connect to their information from just about anywhere. We can pull these images from our data centers and restore them onto new servers.

DATA STORAGE AND REDUNDANCY (CLOUD SITES)

Servers are physically located in Chicago, IL USA.

Ours are virtual servers built on RS's OpenStack infrastructure on that hardware.

The implication of this is that our whole infrastructure is in one data center (except for Cloud Backups, which I believe are stored redundantly by RS).

WEB-A:

- Main site web server
- Stores uploaded documents
- Read-Only Database Replication
- Database backups performed twice hourly
- This server is backed up daily to a server image (Chicago Data Center)
- All files on this server are backed up hourly (Cloud backup)
- This server also uses an Attached Network Storage Partition where the database backups are stored.

WEB-B:

- Main Database Server
- SSL Wrapper for theinspectionhub.com (points to main site for
- This server is backed up daily to a server image (Chicago Data Center)
- All files on this server are backed up hourly (Cloud backup)

FINANCIAL REPORTING PROTOCOL

Fire Recovery USA, LLC has developed a system for processing claims by fire departments for cost recovery related services rendered by those departments. Our software program called RecoveryHub controls this system. We have spent many years developing in this system and consider many elements of it proprietary as the policies, procedures and methodologies we use have been developed at substantial cost and have allowed the company to achieve one of the highest collection percentages in the industry. Therefore, while we will not share some aspects of our policies and procedures so as to provide that information to our competitors, we will provide the following overview of our policies and procedures.

Prior to initiating billing for a client, we ensure the department's fee structure is set up in accordance with all applicable laws and are in line with what is reasonable and customary for Emergency Services. In addition, we emphasize these claims should not be viewed as a profit center, but as a source of reimbursement for costs incurred by a fire department to respond to an emergency situation. We ensure the fee structure for each department is in line with the costs incurred by them to provide each covered service.

As runs are submitted to us for submission to an insurance company, we review the documentation and use the rate structure for the applicable fire department to establish the total claim. We take all necessary precautions to make sure the filing with the insurance company is done in compliance with the established and approved rates.

When filing a claim, we only file against the at-fault party (except in no-fault states). We have several ways to accomplish this goal. In many instances, we are provided with a copy of a police report, which will stipulate the at-fault party and will file a claim with the insurance company listed on the police report. When we don't have a police report we will review the incident report provided by the fire department in an attempt to determine the at-fault party and in most instances we are successful in doing so.

In those rare situations where the at-fault party can't be determined, we will file a claim with one of the insurance companies involved and the insurance adjuster will help us determine if their insured was at fault. If their insured wasn't at fault we will use this information to establish the at-fault party and file a claim with their insurance company. Our company will never file multiple claims at the same time with more than one insurance company for an accident.

Once the at-fault party has been determined we telephone the applicable insurance company and file a claim against the at-fault party in the incident. The insurance company will provide us with the name, phone number and fax number of the adjuster assigned to the file. We will e-fax an invoice with the supporting documentation that provides the authority to file the claim. We will generally wait two to three weeks to contact the adjuster by phone to confirm receipt of our invoice and to inquire about

payment (during this three-week period approximately 15-25% of claims will be paid without any contact).

If the claim hasn't been paid during the two-to-three-week window we will contact the adjuster again to get an update on the file. If we can't reach the adjuster on this call, we will make every effort to contact someone in their office to confirm they have received the invoice and claim related materials. Once we talk to the adjuster we will find out if the claim will be paid, denied or delayed. If they say the claim will be paid, we will mark it a "payment approved" in our system and track it for payment. If it is denied, we request a denial letter.

Once we receive the denial letter we review it to assure the denial is appropriate. If not, we will file a rebuttal letter with the adjuster. If it is delayed while liability is determined, we will ask for a time frame from the adjuster and then place the run on our calendar for follow-up.

All runs are processed through our RecoveryHub system which tracks each run and places them on the calendar of one of our processors who will then follow the claim until it is resolved by payment or denial. If a run is denied it is up to the fire department to determine if they would like to further pursue the claim by billing the at-fault party direct or sending the run to a collection agency for final disposition.

When a payment arrives, our staff will mark the invoice paid in RecoveryHub and note the pertinent information related to the payment in the system. Fire Recovery has a payment cycle that runs from the 25th of one month to the 24th of the next month. After the 24th of the month all accounts are reconciled for accuracy and checks are paid to the fire department and mailed to the department between the 4th and 7th of the next month.

Each fire department client of Fire Recovery has 24 hours 365 day a year access to their account in RecoveryHub and can view all activity and generate reports on runs and payments. The system is totally transparent as to the activity related to each run with notes placed in the file each time a run is touched by Fire Recovery personnel. Fire Recovery provides unprecedented access to a fire department's runs and the status of the Fire Recovery's activity related to each run.

PROGRAM DETAIL

EMERGENCY INCIDENT BILLING PROGRAM (Motor Vehicle Incidents, Technical Rescue, Helicopter Landing Zones, etc.)

At The Scene of the Incident: Your personnel will either log the data from the incident using your existing system protocol/reporting system, or via our paper-based "Incident Reports". You can also log run information real time from the scene with iPad, tablet or PC as long as you have a real time connection to the Internet. **It is the responsibility of the client to collect the billing data, including the name of the insurance companies of the parties involved.**

Upon Return to the Station: We have the ability to harvest the billing data from most of today's most popular RMS Systems. The link will harvest the data information directly into our RecoveryHub site.

RecoveryLink is available only through Fire Recovery USA and is based on nationwide software that has been used in the fire service industry for the past 20 years. Unlike most competitors' exchange software, we don't attach anything to their system. Our system is simply setup to "data dump" the public-record information from the incident into our secured system. We do not download any HIPAA information and everything we receive is considered public record.

After Submitting the Run: The claim begins its track through the billing and recovery process. By utilizing the advanced technology in RecoveryHub, we should be able to use the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff. We use the most advanced technology, including interfaces to multiple public databases, as well-as-an advanced skip-tracing system to fill in any missing incident or demographic information. Invoices and letters will be submitted to the insurer in the City's name, and can include language specified by the City.

We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment. Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Invoices are faxed or emailed when possible and mailed only if necessary or required by the insurance company. Unlike Medical Transport Billing, there are no electronic filing capabilities for non-medical invoices to automobile insurance companies.

Once an invoice has been submitted, our Processing Center Team members will produce letters, make phone calls, and perform any necessary follow-up on behalf of the City to ensure that maximum revenue is achieved for each incident. An invoice submitted more than 30 days from the incident date typically generates less revenue so we recommend your personnel gather as much information as possible at the scene in an effort to optimize your recovery.

If denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of the claim.

You always have 24/7 access to submitted runs, and you can view each call made on your behalf to collect the claim. No other competitor offers this level of transparency.

Payment of Runs: On or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

AVERAGE COLLECTION RATES

Overall Average / All Services = 70% to 90%, depending on the type of run

All of the following collection rates are dependent on the quality of the billing data provided by the fire department and are listed assuming good data.

Detail:

- Fluid-based MVAs: 90%
- Non-fluid-based MVAs: 30%
- Vehicle Fires: 31%
- Structure Fires: 42%
- Other Fires: 30%
- Water Incidents: 34%
- Hazardous Materials Incidents: 60%
- Special Rescue Incidents: 34%
- Inspections/Permits – 97%

The following page lists the data required to produce a strong claim for your services. The items in yellow are considered necessary by the insurance industry.

DATA REQUIRED FOR A CLAIM

Date: _____		Incident # _____	
Fire Officer: _____		Alarm Time: _____	Cleared Time: _____
Location: _____			

Vehicle #1	Vehicle #2
Drivers Name: _____	Drivers Name: _____
Street Address: _____	Street Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone Number: _____	Phone Number: _____
Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No	Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Company: _____	Insurance Company: _____
Policy #: _____	Policy #: _____
Vehicle Make & Model/ License: _____	Vehicle Make & Model/ License: _____

REQUIRED For Extrication and Landing Zone

Which party was extricated (circle):	DRIVER / PASSENGER
Extrication vehicle (Example: Honda, Ford, Dodge, etc.):	
Which party was the landing zone established for (circle):	DRIVER / PASSENGER
Landing Zone established for which vehicle (circle):	
* Add other details in Narrative Section (below)	

REQUIRED For HAZMAT (Trucking Incidents & High-Dollar HAZMAT Incidents)

Name of the trucking company:	
Name of the driver:	
Name of the commercial insurance:	
DOT # (helpful, but not required):	
* Add other details in Narrative Section (below)	

Narrative: (Please provide a brief description of duties performed):

Apparatus On Scene:	Personnel On Scene:
----------------------------	----------------------------

Scene Procedures (Indicate all that apply):

<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Fluids Mitigation	<input type="checkbox"/> Helicopter Ops	<input type="checkbox"/> Extrication with Tools
<input type="checkbox"/> C-Spine	<input type="checkbox"/> Ambulance Transport	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Vehicle Fire
<input type="checkbox"/> Heavy Rescue	<input type="checkbox"/> Rope Rescue	<input type="checkbox"/> Airbags	<input type="checkbox"/> Debris Clean up

Screenshot of our Recovery Hub showing actual collection statistics for an existing customer.



[Home](#)
[Claims](#)
[Inspections](#)
[False Alarms](#)
[Invoices](#)
[Users](#)

Get a Feel For What's Happening

Run # or Last Name

Claims

Monthly Totals (Sep 2020)	This Month		Last Month		All Year	
Claims Submitted	5	\$1,238.40	13	\$22,724.40	89	\$146,026.56
Payments Received By FRUSA	3	\$2,495.60	7	\$7,779.56	44	\$33,603.00
Claims Denied	0	\$0.00	0	\$0.00	4	\$3,220.80
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	= \$0.00	0	= \$0.00	5	= \$3,559.85
Drafts	5	= \$0.00	1	= \$404.80	6	= \$4,271.82
Non-Billable (Other)	0	-	2	-	15	-
In Progress	5	-	8	-	33	-

Current Collection Statistics

	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$42,003.75	44	92%	\$298,446.94	296	89%
Denied	\$4,026.00	4	8%	\$61,881.00	35	11%
Non-Billable (No Coverage)	\$6,084.25	13		\$80,938.67	81	
Non-Billable (Insufficient Information)	\$6,098.50	4		\$10,843.50	16	

Currently In Progress









	Claims	Total
In Progress	25	\$72,290.00

If you are on our RLE data-link then the run data will automatically be waiting for you in our Drafts page. This information is extracted automatically from your RMS (Records Management System). If you are entering your run data manually (or copy-and-paste from your internal RMS or NFIRS), then you click on "New Run" and enter the data. You only are required to provide data in a field with a red line at the right side. The other fields are helpful, but not required.

Runs Currently In Progress

Run # or Last Name

RUNS IN PROGRESS

 Glenda Run #: 2020-CLCFD-1992	Run Date: 07/02/2020	Status: Unassigned
 ANGEL Run #: 2020-CLCFD-2670	Run Date: 08/23/2020	Status: Unassigned
 MELANIE Run #: 2020-CLCFD-2593	Run Date: 08/16/2020	Status: Unassigned
 MARIA Run #: 2020-CLCFD-2667	Run Date: 08/22/2020	Status: Unassigned
 MICHAEL Run #: 2020-CLCFD-2745	Run Date: 08/28/2020	Status: Unassigned
 Arcadio Run #: 2020-CLCFD-2692	Run Date: 08/24/2020	Status: Unassigned
 Zebdiah \$563.20 Run #: 2020-CLCFD-1851	Run Date: 06/21/2020	Status: Invoiced Direct
 Megan \$348.00 Run #: 2020-CLCFD-0709	Run Date: 03/06/2020	Status: Under Review
 Ashley \$1,594.00 Run #: 2020-CLCFD-4988	Run Date: 02/15/2020	Status: Follow Up
 Roger \$9,151.20 Run #: 2020-CLCFD-2035	Run Date: 07/05/2020	Status: Invoiced Insurance
 Teresa \$12,260.00 Run #: 2019-CLCFD-3311	Run Date: 11/09/2019	Status: Under Review
 Farron \$404.80 Run #: 2020-CLCFD-1478	Run Date: 05/19/2020	Status: Under Review
 John \$460.80 Run #: 2020-CLCFD-2440	Run Date: 08/04/2020	Status: Invoiced Insurance
 \$3,636.80 Run #: 2020-CLCFD-2421	Run Date: 08/03/2020	Status: Invoiced Insurance
 Sandra Run #: 2020-CLCFD-1919	Run Date: 06/25/2020	Status: Requesting Information
 \$5,344.20 Run #: 2020-CLCFD-2279	Run Date: 07/24/2020	Status: Invoiced Insurance

By clicking on any run, you have access to the original run submission data as well as all the notes from our processing team. You can see when it's been approved for payment, when we receive the payment and know this amount will be in your next monthly check.

George - Central Lyon County Fire District #2020-




Summary Information

Gross Invoiced: \$1,245.50
Net Invoiced: \$996.40

Insurance: ACTION AUTO INSURANCE
Claim Number: 97A659214
Invoice Number: 834648

Assigned to: Sam Status: Invoiced Insurance

CLAIM NOTES

-  invoice faxed to Dairyland. 08-18-2020 10:13 am
-  Adjuster from Action insurance called back and gave me the number to file a claim with Dairyland. 08-14-2020 2:48 pm
- Updated adjuster information: 08-14-2020 2:47 pm
 - Amber Kephart
 - Phone: 563- [REDACTED]
 - Fax: 888-729-2225
 -  Email:
 - Company: Dairyland

Viewing or Printing Reports is Available 24/7: Fire Recovery USA offers an extensive reporting and account overview capability within our web-based recovery application, RecoveryHub. As such, your data is available to you on-demand, and can be accessed 24/7 from any internet-connected computer.

Fire Recovery USA offers training on our systems and reporting capabilities as part of the implementation process. The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Status	State	Run Date	Run Number	Created	Last Modified	Paid Date	Last Name	Insurance	Invoiced	Received	FD%
Payment Received	NV	2/9/20	2020-CLCFD-431	2/9/20	3/10/20	3/10/20	XXX	Mendota Insurance	435	435	348
Payment Received	NV	2/10/20	2020-CLCFD-435	2/14/20	7/29/20	7/29/20	XXX	Mendakota Insurance	1,560	1,560	1,248
Payment Received	NV	2/27/20	2020-CLCFD-631	3/11/20	8/7/20	8/7/20	XXX	Foremost	500	500	400
Payment Received	NV	3/7/20	020-CLCFD-721	4/16/20	4/21/20	4/21/20	XXX	Allstate	452	495	396
Payment Received	NV	3/13/20	2020-CLCFD-775	3/13/20	6/9/20	6/8/20	XXX	Gas Leak	633	633	506
Payment Received	NV	4/9/20	020-CLCFD-105	4/15/20	5/1/20	5/1/20	XXX	Unknown	506	506	405
Payment Received	NV	5/8/20	2020-CLCFD-1365	7/22/20	8/7/20	8/7/20	XXX	Farmers Insurance	3,333	3,333	2,666
Payment Received	NV	5/29/20	020-CLCFD-159	5/29/20	6/29/20	6/28/20	XXX	AAA	576	576	461
Payment Received	NV	6/15/20	020-CLCFD-177	6/23/20	7/7/20	7/6/20	XXX	Shelter	576	576	461
Payment Received	NV	7/4/20	020-CLCFD-202	7/4/20	7/14/20	7/14/20	XXX	State Farm Mutual Auto	506	250	200
Payment Received	NV	7/13/20	020-CLCFD-211	7/18/20	8/13/20	8/13/20	XXX	Geico	2,826	2,826	2,261
Payment Received	NV	7/17/20	020-CLCFD-218	7/18/20	9/2/20	9/2/20	XXX	Nationwide E&S/Specialty	972	972	778
Payment Received	NV	8/4/20	020-CLCFD-243	8/6/20	8/28/20	8/28/20	XXX	Allstate	506	506	405
Payment Received	NV	8/16/20	020-CLCFD-260	8/17/20	9/8/20	9/8/20	XXX	CSAA General Insurance Co.	1,642	1,642	1,313
Grand Totals									15,021	14,808	11,847

Collections (Optional)

If we are unable to collect on a run that we feel is a viable claim we offer you the choice to "walk-away" and list as uncollectable or turn the account over to collections.

After exhausting all efforts to resolve account balances, including sending a final pre-collection letter to the individual or insurance company requesting final payment, optionally, accounts can be sent back to the County or the designated collection agency per the County's choosing. ***Fire Recovery USA is not a collection agency and does not use "hard collection" techniques in its approach.***

Depending on the County's preference and collections policy, we are open to working with your preferred collections agency or using our collection agency.

Payment of Runs

While payments can be received from Fire Recovery USA in a variety of ways, depending on your specific needs, typically on or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

Some common reporting filters



Some other reports viewable on the RecoveryHub dashboard



Filter my view

All
Archived per FD
Resident
Sent To Collections
Payment Received
Denied
Unbillable
False Alarm Below Threshold
Non-Billable (Insufficient Information)
Law Office

Order By

Oldest to Newest
Newest to Oldest
Most Recently Updated
Least Recently Updated
Insurance
Run #

Claims

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COST / PRICING PROPOSAL

Fire Recovery USA will provide the billing services as stated in the SOW for a flat percentage per collected claim. This will include faxing/mailing of all documents, invoices, postage, envelopes, telephone calls and follow up phone calls until the account is paid, posting and depositing of payments and reporting functions, etc.

Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee.

Fee: 22% of Gross Collected Revenue

EXCLUSIONS

1. The sample contract provided by the City of West Covina is unsuitable as it is missing necessary language to allow Fire Recovery USA to complete our service requirements. We are agreeable to the current service agreement terms and conditions with the exception of price and dates.
2. We are willing to work with the City to create a contract that covers both parties interests.
3. We included a workable contract in the "Required Documents" section.

REFERENCES

List below other organizations for which these or other similar services have been provided:

Agency Name: Rural Metro Corporation
Address: 8465 N. Pima Road
City, State, Zip Code: Scottsdale, AZ 85258
Population: 4,485,414 in coverage area
Telephone Number: (602) 489-6540
Contact Person: Matt Muse – matt.muse@gmr.net
Service Dates: 3/2019 to Present

Agency Name: Clayton County Fire Department
Address: 7810 Highway 85
City, State, Zip Code: Riverdale, GA 30274
Population: 259,524
Telephone Number: (314) 645-3000
Contact Person: Tim Sweat - tim.sweat@ccfes.org
Service Dates: 11/2015 to Present

Agency Name: Hall County Fire Dept.
Address: P.O. Box 907730
City, State, Zip Code: Gainesville, GA 30501
Population: 180,886
Telephone Number: (770) 531-6838
Contact Person: Jerry Smith - jesmith@hallcounty.org
Service Dates: 1/2015 to Present

Agency Name: New Braunfels Fire Department
Address: 550 Landa Street
City, State, Zip Code: New Braunfels, TX 78130
Population: 90,403
Telephone Number: (903) 824-5508
Contact Person: Kenneth Jacks - kjacks@nbtexas.org
Service Dates: 2015 to Present

Agency Name: San Angelo Fire Department
Address: 306 W. 1st
City, State, Zip Code: San Angelo, TX 76903
Population: 118,182
Telephone Number: (325) 657-4355
Contact Person: Brian Dunn - (325) 657-4355
Service Dates: 2016 to Present

Agency Name: Tyler Fire Department
Address: 1520 W. Front St.
City, State, Zip Code: Tyler, TX 75702
Population: 105,995
Telephone Number: (903) 535-0005
Contact Person: David Coble - firechief@tylertexas.com
Service Dates: 12/2019 to Present



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 21, 2023

TO: Mayor and City Council

FROM: Paulina Morales
Acting City Manager

SUBJECT: REORGANIZATION OF MAYOR AND MAYOR PRO TEM

RECOMMENDATION:

It is recommended that the City Council reorganize in accordance with the order of mayoral succession mandated by Section 2-21 of the West Covina Municipal Code, or modify the order of mayoral succession as permitted by Section 2-21 of the West Covina Municipal Code.

BACKGROUND:

Section 2-21 of the West Covina Municipal Code (WCMC) outlines the duties of the Mayor and the order of mayoral succession. Pursuant to Section 2-21, during non-election years, the City Council is required to conduct its annual reorganization during the second regularly scheduled meeting in November. Pursuant to Section 2-21, the order of mayoral succession is determined by length of current term of incumbency, defined by the date of election. The outgoing Mayor's name rotates to the bottom of the previous year's mayoral succession list, with all other names moving up one position, in order that the outgoing Mayor Pro Tem will become the new Mayor and the next Council Member on the list will become the new Mayor Pro Tem. During election years, newly elected Council Members are added to the bottom of the mayoral succession list, following the outgoing Mayor in that election year's Council reorganization.

DISCUSSION:

The current order of mayoral succession is:

- Rosario Diaz, Mayor
- Brian Tabatabai, Mayor Pro Tem
- Tony Wu, Council Member
- Letty Lopez Viado, Council Member
- Ollie Cantos, Council Member

Per the order of mayoral succession, Mayor Pro Tem Tabatabai is slated to become Mayor and Councilman Wu is slated to become Mayor Pro Tem. No vote is required to reorganize in accordance with the order of mayoral succession mandated by Section 2-21 of the WCMC. However, if the City Council wishes to modify the order of mayoral succession, such modification would require four (4) votes of the City Council.

Prepared by: Lisa Sherrick, Assistant City Clerk

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness