

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CEO Office of Emergency Services *G. H. H. H. H. H.*

BOARD AGENDA # *B-6

Urgent

Routine

AGENDA DATE May 7, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreement to Provide Emergency Medical Services (EMS) Coordinator Services with the City of Modesto and Provide Reimbursement for Services Performed During the 2010-2011 Fiscal Year to the City of Modesto for the Fire Emergency Medical Services Coordinator

STAFF RECOMMENDATIONS:

1. Approve the agreement to provide Emergency Medical Services (EMS) Coordinator Services to the City of Modesto.
2. Direct the Auditor-Controller to increase appropriations in the amount of \$40,000 as detailed in the attached Budget Journal.
3. Authorize the Auditor-Controller to submit payment to the City of Modesto for an invoice for services rendered in the 2010-2011 Fiscal Year for a Fire Emergency Medical Services Coordinator.

FISCAL IMPACT:

The amount of the invoice for prior year services provided by the City of Modesto is \$40,000. As of March 31, 2013, the fund balance in the County Fire Service Fund was \$453,594 which is sufficient to accommodate this request. There is no fiscal impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2013-218

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-6-J-10

Approval of Agreement to Provide Emergency Medical Services (EMS) Coordinator Services with the City of Modesto and Provide Reimbursement for Services Performed During the 2010-2011 Fiscal Year to the City of Modesto for the Emergency Services Coordinator

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STAFF RECOMMENDATIONS: (continued)

4. Authorize the Chief Executive Officer to sign the Agreement to provide Emergency Medical Services (EMS) Coordinator Services to the City of Modesto.

DISCUSSION:

The Board of Supervisors approved a Joint Powers Agreement on October 11, 2005 to establish the Stanislaus County Fire Authority. The Fire Authority was formed to oversee the regional services provided under the Less Than Countywide Fire Tax. The Fire Authority Board, made up of representatives from every fire agency in the County, was given the responsibility to advise the Board of Supervisors on the optimum use of these funds to support the fire service in Stanislaus County. All contracts for services are between the County and the provider agency.

On June 3, 2010, the Fire Authority formally adopted their 2010-2011 business plan which identified services to be provided, as well as performance expectations and funding. The business plan focused on six priority services that supported those fire agencies participating in the Stanislaus County Less Than Countywide Fire Tax program.

Calls for Emergency Medical Services (EMS) account for approximately 70% of all calls in the fire service. EMS requires specialized knowledge and skills and only one agency, the Modesto Fire Department, had a coordinator position in place with this expertise. The Fire Authority identified this service as critical to their success. On May 6, 2010, the Fire Authority voted unanimously (with the City of Modesto and the Stanislaus County Fire Warden's Office abstaining from the vote) to contract with the City of Modesto for the services of its Emergency Medical Services (EMS) Coordinator.

This position has been used widely throughout the fire service in Stanislaus County. In order to document the terms of the arrangement, and share the costs accordingly, the City requested joint funding for the position. The City agreed to cover more than 50% of the cost of the position, with the County, through the County Fire Service Fund, contracting to cover the rest of the cost. The City of Modesto Fire Department was the only agency in Stanislaus County providing an EMS Coordinator.

The contract period approved by the Stanislaus County Fire Authority was for Fiscal Year 2010-2011, and it was not extended into Fiscal Year 2011-2012 due

Approval of Agreement to Provide Emergency Medical Services (EMS) Coordinator Services with the City of Modesto and Provide Reimbursement for Services Performed During the 2010-2011 Fiscal Year to the City of Modesto for the Emergency Services Coordinator
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to funding limitations. The EMS Coordinator position reverted to full funding by Modesto Regional Fire Authority in Fiscal Year 2011-2012.

A contract between the City and the County was drafted, approved by the Modesto City Council on July 6, 2010, and unfortunately was never approved or signed by the County. When the invoice was presented after the close of the fiscal year by the City of Modesto, there was no authority to pay it without Board authorization.

The City provided an invoice on October 31, 2011 for their services. The funding for this position was not expended in the 2010-2011 Fiscal Year, and remained as part of the fund balance. Approval of this item will allow the City to receive reimbursement for the services that their employee provided during the 2010-2011 Fiscal Year to all of the fire agencies in the County on behalf of the Stanislaus County Fire Authority.

POLICY ISSUE:

Approving this request will support the Board's priorities of A Safe Community, A Healthy Community and promotes the Efficient Delivery of Public Services through the sharing of a regional resource among all of the fire agencies in the county to enhance the delivery of emergency medical services.

CONTACT INFORMATION:

Monica Nino, Chief Executive Officer 525-6333

**AGREEMENT TO PROVIDE CERTAIN
LESS THAN COUNTY-WIDE FIRE SERVICES**

This Agreement to Provide Certain Less Than County-wide Fire Services (the Agreement) is made and entered into by and between the County of Stanislaus (County) and the City of Modesto (Contractor) on July 6, 2010 (The Agreement Effective Date).

Introduction

A. The County Fire Protection District was established to provide throughout Stanislaus County, except for the Cities of Modesto and Turlock, non-emergency fire protection services including, among other things, organizing fire districts, fire prevention, development and building plan review, arson investigation, administrative support (e.g., SB-90 claims, ICS coordination, policy development), mutual aid coordination, and assistance in training fire district firefighters (hereafter Less Than County-wide Fire Services).

B. By Joint Powers Agreement dated November 1, 2005, the County and fire agencies in Stanislaus County, including the Contractor, established the Stanislaus County Fire Authority (Fire Authority) as an advisory body to the Stanislaus County Board of Supervisors for the purpose of making recommendations on issues of common concern among the fire agencies, including the allocation and use of the Less Than County-wide Fire Tax (Fire Tax), which is used to fund the Less Than County-wide Fire Services.

C. The Fire Authority considered what Less Than County-wide Fire Services should be provided during the 2010-2011 fiscal year. The membership voted to recommend to the Board of Supervisors that it enter into an agreement with the Contractor to provide specified services in accordance with the performance expectations outlined by the Fire Authority, which are included as part of this Agreement.

D. The County and Contractor desire to document the terms and conditions for providing Less Than County-wide Fire Services during the current fiscal year as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Under the direction of the Fire Authority, the Contractor shall provide the Emergency Management Services (EMS) Coordinator services to the Districts and Cities currently contributing to the Fire Tax, in accordance with the Fire Authority Business Plan adopted by the Stanislaus County Fire Authority on June 2, 2010. The Business Plan includes Emergency Medical Services Performance Expectations attached hereto as Exhibit A. Contractor shall be subject to an annual performance review.

1.2 Services and work provided by the Contractor under this Agreement shall be performed in a timely manner consistent with the requirements, standards and guidelines established by applicable federal, state and local laws, ordinances, regulations and resolutions.

2. Compensation

2.1 The Contractor shall receive total compensation in the amount of \$40,000 per year. Additionally, each year on July 1 following the Agreement Effective Date, the amount of total compensation may be reopened for discussion and or negotiations.

2.2 The Contractor shall be compensated for services provided in accordance with the payment schedule set forth in the Contractor's proposal, or one-twelfth of the total compensation if there is no payment schedule, not to exceed the total amount set forth in the approved proposal for those services. Contractor shall provide the County with a monthly statement that generally describes the services performed during the payment period. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. A copy of each invoice shall be provided to the Fire Authority by the County. The County shall pay each invoice within 30-days of receipt.

2.3 The County may authorize the use of a vehicle purchased with Less Than Countywide Tax revenue, by the EMS Coordinator in the scope of the duties assigned. The vehicle will remain the property of the County and may only be used for providing the services defined in this contract.

2.4 The parties understand and agree that the compensation paid to the Contractor for services under this agreement are intended to be paid exclusively or primarily from the Fire Tax, that the County shall not be obligated to make any payment hereunder except out of revenue from the Fire Tax, and that the County is not liable to maintain any funding source out of its General Fund or by tax levies other than the Fire Tax.

2.5 The purchase of capital assets needed or used by the Contractor for providing services under this Agreement, other than those specified, shall be paid for by The Contractor at its sole cost and expense, and Contractor shall not be entitled to any additional compensation under this Agreement. The Fire Authority, in accordance with the Joint Powers Agreement, may consider and recommend to the County, the purchase of capital assets in the name of the County that will be used by the Contractor to provide the Less Than County-Wide Fire Services under this Agreement and, if approved, such assets will remain the property of the County. The terms and conditions of the Contractor's use of any capital asset purchased by the County shall be set forth in an addendum to this Agreement.

2.6 Except as otherwise expressly provided in this Agreement or any amendment to this Agreement, Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

3. Term

3.1 The term of this Agreement shall be for a period of one year from the Agreement Effective Date of July 1, 2010. At the start of the 3rd quarter of the term, the parties will cooperatively work with the Fire Authority to determine if this Agreement will be renewed for an additional one-year term.

3.2 Either party may terminate this agreement without cause upon six months written notice to the other party. Either party may terminate this agreement for cause after providing the other party with notice of deficiency and a reasonable opportunity to cure any default. Termination of this Agreement shall not affect the County's obligation to reimburse Contractor for all costs or expenses actually and necessarily incurred by Contractor as provided in Section 2 of this Agreement, subject to any applicable setoffs.

3.3 This Agreement shall terminate automatically on the occurrence of the bankruptcy or insolvency of either party.

4. General Terms and Conditions

4.1 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

Stanislaus County: Gary Hinshaw
County Fire Warden
Stanislaus County Fire Warden's Office
3705 Oakdale Road
Modesto, CA 95357

Contractor: James Miguel
Fire Chief
Modesto Fire Department
600 11th Street
Modesto, CA 95354

4.2 Indemnity. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, its elected officials, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

4.3 Status of Contractor. All acts of the Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

4.4 Nondiscrimination. During the performance of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. The Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

4.5 Assignment. This is an agreement for the services of the Contractor. The County has relied upon the skills, knowledge, experience and training of Contractor's employees as an inducement to enter into this Agreement. The Contractor shall not

assign or subcontract this Agreement without the express written consent of County. Further, the Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

4.6 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties herein with respect to the subject matter of this Agreement and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

4.7 Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

4.8 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

Signatures on Following Page

Please Sign Amendment (next page)

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2010-_____, adopted by the Council of the City of Modesto on the _____ day of July, 2010, and the County of Stanislaus has caused this Agreement to be duly executed.

COUNTY OF STANISLAUS

CITY OF MODESTO

By: _____
Richard Robinson
Chief Executive Officer

By: _____
Greg Nyhoff, City Manager

"County"

"Contractor"

APPROVED AS TO CONTENT:
Stanislaus County Fire Warden's Office

ATTEST:

By: _____
Gary Hinshaw
County Fire Warden

By: _____
Stephanie Lopez, City Clerk

APPROVED AS TO CONTENT:
Modesto Fire Department

By: _____
James Miguel
Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
John P. Doering
County Counsel

By: _____
Roland R. Stevens, Assistant
City Attorney

Amendment to contract to reflect current signees

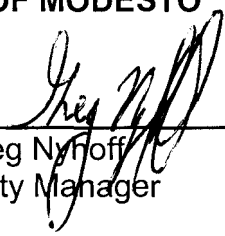
IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2010- 281, adopted by the Council of the City of Modesto on the 6 day of July, 2010, and the County of Stanislaus has caused this Agreement to be duly executed.

COUNTY OF STANISLAUS

By: 
Monica Nino
Chief Executive Officer

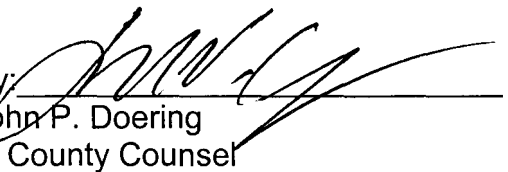
"County"

CITY OF MODESTO

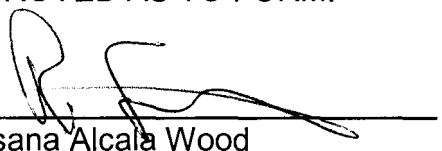
By: 
Greg Nynoff
City Manager

"Contractor"

APPROVED AS TO FORM:

By: 
John P. Doering
County Counsel

APPROVED AS TO FORM:

By: 
Susana Alcala Wood
City Attorney

ATTEST:


Stephanie Lopez, City Clerk

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text
* List - Text USD
List - Text FEB-13
Text
Text
Text Increase for contract payment
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
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ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
DO NOT CHANGE
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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
	1725	0017110	63474	0000000	000000	000000	00000	40000		Increase for EMS contract with CoM	
Totals:									40000	0	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Increase appropriations for other contracted services to pay for EMS Coordinator Service for 2010-2011 fiscal year from fund balance

Requesting Department	CEO	Data Entry	Auditors Office Only
Mimi Jackson	<i>Christine Almon</i>	Keyed by	Prepared By <i>[Signature]</i>
Prepared by	Supervisor's Approval	Date	Approved By <i>[Signature]</i>
2/4/2013	<i>2-4-13</i>	Date	5/3/13
Date	Date	Date	Date