

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

DEPT: Chief Executive Officer

BOARD AGENDA # B-11

Urgent

Routine

AGENDA DATE June 10, 2014

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Support the Dissolution of the Modesto Regional Fire Authority Joint Powers Agreement and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the dissolution of the Modesto Regional Fire Authority (MRFA) effective Midnight on June 30, 2014, in accordance with the terms of the Joint Powers Agreement.
2. Direct the Stanislaus County Board of Supervisors' representative on the Modesto Regional Fire Authority to support the dissolution of MRFA.

Continued on Page 2

FISCAL IMPACT:

The Fiscal Year 2013-2014 Adopted Final Budget included total appropriations of \$3,802,367 for the Office of Emergency Services/Fire Warden and County Fire Service Fund, funded from \$554,570 of departmental revenue, \$1,037,050 of Less Than Countywide Fire Tax revenue, \$77,524 of departmental fund balance and \$2,133,223 from the County's General Fund.

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BOARD ACTION AS FOLLOWS:

No. 2014-277

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION: Approved Staff Recommendations Nos. 1-10; and, **amended** the item to substitute the agreement (Attachment D) for interim Information Technology Services between the County and the City of Modesto



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. J-06-4

STAFF RECOMMENDATIONS (Continued):

3. Approve the Memorandum of Understanding included as Attachment B between the County, City of Modesto and Salida Fire Protection District to serve as the basic understanding and direction of the dissolution of the Modesto Regional Fire Authority regarding the transition of fire and emergency services (to include human resources, fiscal, assets and liabilities) from MRFA to the member agencies, effective July 1, 2014.
4. Authorize the Chairman of the Board of Supervisors to sign the Memorandum of Understanding with the City of Modesto and Salida Fire Protection District.
5. Direct the Chief Executive Office – Office of Emergency Services/Fire Warden to continue to pursue further collaborative efficiency improvements with fire and emergency services providers.
6. Authorize the Chief Executive Officer or his designee to sign and enter into agreements with the City of Modesto for:
 - a. Agreement to Provide Certain Less than County-Wide Fire Services between City and County for the provision of Fire Investigations Services (Attachment C); and
 - b. Agreement to Provide Interim Information Technology Services between the County and the City of Modesto (Attachment D).
 - c. Agreement for use of County vehicles (Attachment E).
7. Approve the interim 2014-2015 operating budget as described in the Fiscal Impact section of the report, for the Office of Emergency Services/Fire Warden and County Fire Service Fund.
8. Amend the Salary and Position Allocation Resolution to add positions as reflected in the Staffing Impact section and Attachment F of this item, effective July 1, 2014.
9. Authorize the transfer of sick and vacation accruals and other related actions for MRFA employees accepting County employment on or before July 1, 2014, as detailed in the Staffing Impact section of this item.
10. Authorize the Fire Warden to appoint three Fire Prevention Specialists II at step five of the band at a salary of \$28.38 per hour.

FISCAL IMPACT (Continued):

Since July 1, 2011 the County has participated in the Modesto Regional Fire Authority (MRFA) Joint Powers Agency (JPA). In accordance with the terms of the JPA agreement, the County's annual contribution to MRFA included the following:

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1. County General Fund contribution and County Match based on Fiscal Year 2010-2011 levels for OES/Fire Warden and County Fire Service Fund budgets (\$1,572,094);
2. Less than Countywide Fire Tax;
3. All other funding sources identified in the Fiscal Year 2010-2011 budgets, including grants, reimbursements, weed abatement funds and fees; and
4. Funding for the kind and level of special operations, such as hazardous materials response and technical rescue that the County requests MRFA to provide.

If the recommended transition of services out of the JPA back to the member agencies is approved, a budget of \$3,018,618 for the Office of Emergency Services/Fire Warden is recommended for Fiscal Year 2014-2015, as reflected in the following chart:

Recommended 2014-2015 Budget	Office of Emergency Services	County Fire Service Fund
Taxes	\$ -	\$ 1,078,500
Intergovernmental Revenue	\$ 235,852	\$ 15,400
Charges for Services	\$ 40,658	\$ 150,000
Total Revenue	\$ 276,510	\$ 1,243,900
Salaries & Benefits	\$ 639,881	\$ 772,481
Services & Supplies	\$ 708,361	\$ 504,635
Other Charges	\$ 245,838	\$ 146,622
Intrafund	\$ 800	\$ -
Total Expenditures	\$ 1,594,880	\$ 1,423,738
Net County Cost/County Match	\$ 1,318,370	\$ 179,838

The recommended budget is \$783,749 (21%) lower than the Fiscal Year 2013-2014 Adopted Final Budget and would return \$442,466 of County Match to the General Fund. The 2014-2015 Recommended Proposed Budget is before the Board of Supervisors in a separate action today and includes the recommended budgets depicted in the chart above.

The recommended budget is projected to enable the County to perform the Office of Emergency Services/Fire Warden functions, to include the recommended priority areas established by the Stanislaus Regional Fire Authority: Fire Prevention services, Fire Communications services and Fire Investigations services (initially via a contract with City of Modesto). Staff will closely monitor the actual costs and will return to the Board of Supervisors to request any necessary adjustments in the future, and may include a second phase of services such as Emergency Services Coordination and Records Management support.

DISCUSSION:

Background

On January 11, 2011 the Board of Supervisors authorized the County to enter into a Joint Powers Agency (JPA) Agreement with the City of Modesto and the Salida Fire Protection District to create the Modesto Regional Fire Authority (MRFA). The intent of the JPA was to create shared governance for all participating agencies where joint operations, governance and management is for the mutual benefit of each agency and their respective residents, and to provide efficiencies and economies of scale through cooperation. The governing board of the JPA included members from each of the original participating agencies, each member having equal representation.

On May 24, 2011 the Board of Supervisors approved the transition of four existing Office of Emergency Services/Fire Warden employees to MRFA (the JPA Agreement named the City of Modesto as the employer of record for MRFA) and approved a reduction in force action for three full-time allocation positions (two Fire Prevention Specialist II positions and one Deputy Fire Warden/Deputy Director of OES position) and terminated one Personal Services Contract employee as part of the staff transition. Since that action, other positions within the Office of Emergency Services/Fire Warden division have gone unfilled as County employees left County service and the function was subsequently provided by a MRFA employee.

The JPA Agreement provided a framework for a future, second phase that would allow other cities and fire protection agencies to join the JPA to build on those regional efforts and efficiencies. However, other entities would not be entitled to individual voting representation on the Board of Directors; instead, one new Board member would represent all fire districts that would join the JPA in the second phase.

It is now recognized that the current JPA model has structural constraints that has limited the ability of the formal JPA approach to further promote regional model success. The challenges to the JPA model include:

- Governance;
- Transfer of assets;
- Financial/fiscal accountability;
- Loss of local control, identity and authority; and
- Difficulty in distinguishing the various agencies' level of services.

New Model

It is the goal of the three original member agencies of MRFA to transition to a new model that embraces the original intent of the JPA and that encourages other cities and fire agencies to join in. In that regard, on May 7, 2014 the Modesto Regional Fire Authority Board of Directors took the following actions regarding MRFA:

1. Received recommendations from the MRFA Interim Fire Chief, the Modesto City Manager, the Stanislaus County Chief Executive Officer and the Chairman of the

Salida Fire Protection District Board to transition to a broader based collaborative operational fire protection model.

2. Directed the MRFA Interim Fire Chief to start the process toward the new model by the development of a MRFA transition plan to be considered by the member agencies on June 10, 2014 and report back for consideration by the MRFA Board on June 11, 2014.
3. Took action to provide a recommendation to the MRFA member governing bodies (City of Modesto, Stanislaus County and Salida Fire Protection District) to implement a transition plan to the new model by July 1, 2014.
4. Directed the MRFA Interim Fire Chief to collaborate with interested agencies for participation in the new model.

The new model will return the focus of collaboration to the direct, efficient and effective approach to providing critical public safety services without the loss of local control and other challenges experienced under the JPA model. The new model will be an even broader based approach, free from the limitations of the JPA structure and will result in a collaborative, self-directed partnership that respects the individual governance, human resources and physical assets of the participants. The new model will focus on maximizing public service by dropping the territorial boundaries of the various participating public agencies. Staff from the MRFA member agencies evaluated several regional models that were designed to achieve efficiencies, enhance levels of services and increase participation by additional fire agencies.

The model identified as having the greatest potential of achieving increased participation is the dropped boundary/shared resource approach. Participating agencies would maintain governance autonomy over personnel, labor agreements, budgetary/fiduciary responsibilities and service level determinations. Operationally, agencies would function in an integrated manner. The closest, most appropriate resource would be dispatched to the emergency regardless of its jurisdictional affiliation. Each agency would commit to and work under standardized operational policies/procedures, training programs and communication systems (common terminology and dispatch) with the goal of migrating toward a common equipment and apparatus platform. Moving to this model will maintain the level of service and allow for an expansion of the program to the citizens, as well as ensure the continuation of safety and operational efficiencies for the firefighters of the participating agencies.

The recommended dropped boundary/shared service model would include a Management Oversight Committee comprised of each participating agency's Fire Chief that would provide monitoring, oversight and recommendations for consideration by the participating agencies. The Management Oversight Committee would have a clearly defined scope of responsibility and authority over the boundary drop/shared service agreements.

Memorandum of Understanding

The transition of fire and emergency services functions out of MRFA and back to the member agencies is recommended to be effective 12:01 a.m. on July 1, 2014. As the JPA member agencies have agreed to work together seamlessly with no operational impact

through a transition period, a Memorandum of Understanding (MOU) (Attachment B) between the three parties is recommended that sets out the details, terms and responsibilities of the transition. The terms of the MOU include:

- Establishment of an Executive Committee composed of the Chief Executive Officer of the County, the Modesto City Manager and the Chief of the Salida Fire Protection District to oversee and complete the transition from MRFA to the member agencies;
- Identification of all liabilities and exposures through an independent external actuarial report;
- Final audit of MRFA financials, liabilities and shared/non-shared assets through an independent external auditor, and will include identification of the source of contributed funds;
- Distribution of assets consistent with the MRFA JPA Agreement and based upon the actuarial report and external audit.

The MOU is limited to a six-month term to allow the transition of assets and a final closing audit of MRFA, as well as provide time to address issues regarding the use of the shared facility at 3705 Oakdale Road in Modesto.

Fire Investigations

Several pre-existing agreements and arrangements were in place prior to the creation of MRFA that will now be reviewed to determine the need to reinstitute those agreements and arrangements. One of the prior agreements between the County and the City of Modesto authorized the City to perform Fire Investigations on behalf of the County and was funded by the Less Than Countywide Fire Tax, through the County Fire Service Fund. It is recommended to enter an agreement (Attachment C) with the City of Modesto for the provision of fire investigations services for the period of July 1, 2014 through June 30, 2015 that includes a 60-day notice for termination clause. During this time the requirement for fire investigations will be reviewed by the Stanislaus County Fire Authority, established in 2005 by the fire agencies in Stanislaus County to provide recommendations to the Board of Supervisors on the use of the Less Than Countywide Fire Tax. It is anticipated that an updated business plan will be approved by the Stanislaus County Fire Authority for presentation to and acceptance by the Board of Supervisors that will include recommendations for the future provision of fire investigation services.

Information Technology Services

In May of 2012, MRFA approved an Information Technology Transition Plan that included the adoption of a recommendation to use the Stanislaus County Strategic Business Technology (SBT) department to provide information technology services to implement the transition plan. The City of Modesto has a need to continue use of SBT information technology services while it transitions to a city fire department. At this time it is recommended that SBT continue to provide information technology services for the Modesto Fire Department for the period June 10, 2014 through June 30, 2015 as indicated at Attachment D.

County Vehicles

The MRFA JPA Agreement allowed for vehicles owned by a participating member agency to be dedicated to MRFA for its beneficial use. As the transition out of MRFA occurs, the City of Modesto has a need to continue use of certain County vehicles and the County is willing to allow the City continued use of the vehicles on an interim basis. It is recommended to approve and authorize the Chief Executive Officer to execute the agreement with the City of Modesto for the continued use of County vehicles.

POLICY ISSUES:

As stated in the Modesto Regional Fire Authority Joint Powers Agreement, "This Agreement shall continue in full force and effect without a specific term until it is terminated or rescinded upon the mutual agreement of the original Members to this Agreement." Additionally, the Agreement states, "This Agreement may be terminated upon the consent of the Authority Board and the consent of each of the governing bodies of the original Members to terminate this Agreement." As of May 7, 2014, the Authority Board voted to provide a recommendation to the Modesto Regional Fire Authority member governing bodies (City of Modesto, Stanislaus County and Salida Fire Protection District) to implement a transition plan to the new model by July 1, 2014. Additionally, on June 10, 2014, the Modesto City Council and the Salida Fire Protection District Board are being asked to approve the dissolution of the Joint Powers Agreement effective June 30, 2014 and to transition services back to the member agencies effective July 1, 2014.

Approval of this item supports the Board of Supervisors' priority areas of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services by providing an enhanced level of service through a regional delivery of public safety services.

STAFFING IMPACT:

At the time of the formation of the Modesto Regional Fire Authority in July, 2011 the County analyzed staff assignments and positions in the Office of Emergency Services and the County Office of the Fire Warden to identify those staff who would transition to MRFA and those that would stay County employees. At that time it was determined the County would maintain the positions assigned to the County Office of Emergency Services with a majority of the duties and positions assigned to the County Office of the Fire Warden becoming part of MRFA.

On May 24, 2011 the Board of Supervisors approved the transition of employees to MRFA (the JPA named the City of Modesto as the employer of record for MRFA) and approved a reduction in force action for three full-time allocated positions (two Fire Prevention Specialist II positions and one Deputy Fire Warden/Deputy Director of OES position) and terminated one Personal Services Contract employee as part of the staff transition. Those County employees in positions assigned to MRFA, along with City of Modesto Fire Department and Salida Fire Protection District employees became employees of the JPA. The City of Modesto was then and is still the current employer of record for MRFA. Since

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that action, other positions within the Office of Emergency Services and the Office of the Fire Warden have gone unfilled as County employees left County service.

With the transition back to three separate independent agencies the County will need to reassign staff to the Office of Emergency Services and the Office the Fire Warden. The County, working with the City of Modesto and Salida Fire Protection District, has evaluated the services to be provided by the County. Services to be transferred back to the County include Fire Prevention, Fire Communications and finance support for the Office of Emergency Services and the Office of the Fire Warden.

The Fire Communication function is currently performed by MRFA and was previously performed by the Salida Fire Protection District. This function is assigned to assist fire agencies in Stanislaus County by supporting, coordinating and enhancing all aspects of communications system and operations within Stanislaus County. It is recommended to add one Senior Systems Engineer to support this function.

Prior to the transition the County had a Fire Marshal (Manager III) who supervised the Fire Prevention Specialists. This position is currently vacant and the County does not plan to initially fill this position and is recommending it be unfunded. Instead the Deputy Fire Warden assigned to the Fire Warden's Office will assume these duties. Staff will ensure the Fire Marshal function is adequately provided and if necessary, will return to the Board to request restoration of the Manager III position in the future. To provide support to the Deputy Fire Warden it is recommended to upgrade one of the three Fire Prevention Specialist positions from Fire Prevention Specialist I/II position to Fire Prevention Specialist III.

In 2011 there were ten filled full-time positions and four Personal Services Contractors at the Office of Emergency Services including the Fire Warden's division. The recommended staffing now includes 11 full-time positions and three Personal Services Contractors. This includes the recommendation to add two Fire Prevention Specialist positions, the restoration of one Fire Prevention Specialist position, the addition of one Deputy Fire Warden position, the restoration of one Deputy Fire Warden position and the addition of the Communications Coordinator/Senior Systems Engineer position.

The tables below show the staffing levels at the Office of Emergency Services (OES) Including the Fire Warden Division prior to the creation of the JPA and the recommended staffing level as a result of the transition back to three separate agencies.

Office of Emergency Services				
Positions In 2011 – Pre-MRFA	Current Status of Position	Position Post – MRFA 2014	Recommendation	Funding Source
Fire Warden /Assistant Director of OES	Filled by County Employee	Fire Warden /Assistant Director of OES	County Maintains Position	OES

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Deputy Fire Warden/Deputy Director OES	Unfunded – Proposed Budget 2010-2011 - Filled By MRFA Employee	Deputy Fire Warden/Deputy Director OES	County restores and Fills Deputy Fire Warden/Deputy Director OES	OES
Manager III - OES Manager	Filled by County Employee	OES Manager	County Maintains Position	OES
Vacant Manager II - Emergency Services Coordinator	Unfunded – Proposed Budget 2009-2010	Unfunded	Review in Phase-II	N/A
Personal Services Contract - Grant Inventory Analyst	Filled by County Employee	Personal Services Contract - Grant Inventory Analyst	County Maintains Position	Grant Funded
Personal Services Contract - Trainer (1)	Filled by County Employee	Personal Services Contract - Trainer (1)	County Maintains Position	Grant Funded
Personal Services Contract - Planner (2)	Filled by County Employee	Personal Services Contract - Planner (1)	County Maintains Position	OES/Grant Funded
Fire Warden				
Positions In 2011 – Pre-MRFA	Current Status of Position	Position Post – MRFA 2014	Recommendation	Funding Source
Deputy Fire Warden/Deputy Director OES	Filled By MRFA Employee	Deputy Fire Warden/Deputy Director OES - Fire Marshal	County Adds and Fills Deputy Fire Warden/Deputy Director OES	County Fire Service Fund
Manager III/Fire Marshal	Vacant	N/A	Unfund position	N/A
Vacant Staff Services Tech	Unfunded Mid-Year 2010-2011	Unfunded	Review in Phase II	N/A
Fire Prevention Specialist II (2) and one Personal Services Contract	MRFA Employees	Fire Prevention Specialist II (2) Fire Prevention Specialist III (1)	County Adds two Fire Prevention Specialist II and Restores One Fire Prevention Specialist II and Upgrades to Fire Prevention Specialist III	County Fire Service Fund
Account Clerk III filled by Temp Agency Employee	MRFA Employee	Not Allocated	Review Post Transition to Evaluate Need	Will review in Phase-II
Fire Communication - Contract w/Salida	MRFA Employee	Senior Systems Engineer	County Adds Senior Systems Engineer	County Fire Service Fund

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Records Management	Assigned to MRFA	IT Technician – Records Management for all fire agencies – May stay with Modesto if records management stays with the City.	Review in Phase-II	County Fire Service Fund
Administration				
Positions In 2011 – Pre-MRFA	Current Status of Position	Position Post – MRFA 2014	Recommendation	Funding Source
Finance Manager III	County Position	Finance Manager III	Maintain as County Position	County Fire Service Fund/OES
Confidential Assistant III	CA IV - County Position	Confidential Assistant IV	Maintain as County Position	County Fire Service Fund
Account Clerk III	MRFA Employee	Account Clerk III	Account Clerk III - Fill with County Employee	OES

When the three full-time County employees transitioned to MRFA employment these employees were cashed out according to County Policy and labor agreements for any accrued vacation or sick leave. Now three years later two of these employees plus three MRFA employees will be transitioning to County employment as a result of the dissolution of MRFA. In order not to harm these employees it is recommended to allow MRFA employees to be made whole through the establishment of vacation and sick accruals equal to the amount on the books with MRFA and to establish accrual levels based on years of service to MRFA. It is also recommend that the two previous County employees be allowed to maintain their original County seniority with credit for their MRFA employment. Upon the final audit and close-out of MRFA books, the value of those accruals will be returned to the County.

It is also recommended to compensate the three employees in the Fire Prevention Specialist II classification at step 5 of the salary band or \$28.38 hourly in recognition of their previous employment and service time with MRFA.

As part of the transition the County Fire Warden/Assistant Director of Emergency Services will transition to County employment from the City of Modesto. It is also recommended his vacation and salary accruals be transferred with him. As with other employees the value of these accruals will be returned to the County by MRFA.

CONTACT PERSON:

Stan Risen, Chief Executive Officer. Tel: (209) 525-6333.

Modesto Regional Fire Authority Board
Action Agenda Summary

Agenda Date: **May 7, 2014**

Board Agenda #: 5.4

SUBJECT:

Approval to Transition the Modesto Regional Fire Authority (MRFA) to a Broader Based Collaborative Operational Fire Protection Model

STAFF RECOMMENDATIONS:

1. Receive recommendations from the MRFA Interim Fire Chief, the Modesto City Manager, the Stanislaus County Chief Executive Officer and the Chairman of the Salida Fire Protection District Board to transition to a broader based collaborative operational fire protection model.
2. Direct the MRFA Interim Fire Chief to start the process toward the new model by the development of a MRFA transition plan to be considered by the member agencies on June 10, 2014 and report back for consideration by the MRFA Board on June 11, 2014.
3. Take action to provide a recommendation to the Modesto Regional Fire Authority member governing bodies (City of Modesto, Stanislaus County and Salida Fire Protection District) to implement a transition plan to the new model by July 1, 2014.
4. Direct the MRFA Interim Fire Chief to collaborate with interested fire agencies for participation in the new model.

FISCAL IMPACT:

The new broader based collaborative operational fire protection model will allow each participating agency to maintain and be responsible for their respective budgeted resources and governance individually. (Fiscal Impact continued on page 2).

DISCUSSION:

At the March 5, 2014 MRFA meeting, Chairman Lopez directed staff to work with the member agencies to develop a plan for a future organizational structure that maintains efficiencies and provides opportunities for further efficiencies, and to report back to the MRFA Board on May 7, 2014. (Discussion continued on page 2).

BOARD ACTION AS FOLLOWS:

No. 2014-010

On motion of Director: Chiesa
 And approved by the following vote:
 Ayes: Directors: Lopez, Chiesa, Brubaker
 Excused or Absent Directors: None
 Approved as Recommended
 Denied
 Approved as Amended
 Other

Seconded by Director: Brubaker

 Noes: Directors: None
 Abstaining Director: None

ATTEST: Melba Hubbard

FISCAL IMPACT CONTINUED:

The new model is envisioned to allow the participating agencies to collaborate in a broader based operational fire protection model within the participating agencies boundaries in support of a strong, unified response to fire and emergency situations.

The current MRFA annual budget is \$31,241,293. Under the new model, each participating agency would be responsible for adopting their individual budgets and service levels.

DISCUSSION CONTINUED:

The Modesto Regional Fire Authority was formed in 2011 when the City of Modesto Fire Department, Stanislaus County Office of the Fire Warden and the Salida Fire Protection District entered into a Joint Powers Agreement (JPA) to improve efficiencies through the elimination of duplicative administrative positions, programs and processes. The current model (with the original agencies) has achieved numerous efficiencies. However, it is recognized that the current JPA model discourages additional agencies from joining the Fire Authority. The formal JPA approach has limited the ability to further promote regional model success. The challenges to the JPA model include governance, transfer of assets, financial/fiscal accountability, loss of local control, and difficulty in distinguishing the various agencies' levels of services.

A less formal, yet broader based collaborative operational fire protection model is recommended. The new model will return the focus of collaboration to the direct, efficient and effective approach to providing these critical public safety services without the loss of local control and the other challenges experienced during the JPA experience. The basis of the new model is that it will be an even broader based approach, free from the limitations of a JPA structure and will result in a collaborative, self-directed partnership that respects the individual governance, human resources and physical assets of the participants. The new model will focus on maximizing public service by dropping the territorial boundaries of the various participating public agencies.

In an effort to build upon these efficiencies and maintain local control of their resources, budgetary commitments and service levels, the City of Modesto, Stanislaus County and Salida Fire Protection District staff has evaluated other regional models. Several models were reviewed that would achieve greater efficiencies, enhanced service levels and increased participation by additional fire agencies.

The model that staff identified as having the greatest potential of achieving increased participation is a broader based collaborative fire protection model with a dropped boundary/shared resource approach. Participating agencies would maintain governance autonomy over personnel, labor contracts (HR), budgetary/ fiduciary responsibilities and service level determinations. Operationally, agencies would function in an integrated manner. The closest, most appropriate resource would be dispatched to the emergency regardless of their jurisdictional affiliation. Each agency would commit to and work under standardized operational policies/procedures, training programs, communication systems (common terminology and dispatch) with the goal of migrating toward a common equipment and apparatus platform. Moving to this model will increase the level of service to the citizens and will improve the safety and operational effectiveness for the firefighters of the participating agencies.

The new model is simplified and reflects a philosophy to partner as one coordinated service delivery model for agencies who participate and respects the governance of each participant. Several local agencies have expressed an interest in pursuing the concept of the new model in the future. In order to promote that new collaborative approach, the MRFA JPA model would be transitioned back to the current member agencies prior to July 1, 2014, in order for the various and interested fire agencies to join together in the new shared resource/cooperative agreement approach after July 1, 2014.

The proposed dropped boundary/shared service model would include a Management Oversight Committee comprised of each participating agencies Fire Chief that would provide monitoring, oversight and recommendations for consideration by the participating agencies. The Oversight Committee would have a clearly defined scope of responsibility and authority over the boundary drop/shared service agreements.

Currently, various local agencies are participating in a Standards of Cover study that will identify coverage overlaps and holes in response schedules. Improved service levels and greater efficiencies will be realized if the agencies work together (through the dropped boundary/shared resources model) to implement recommendations from the study. In addition to operational and response enhancements, this model can be utilized to provide additional efficiency opportunities in programs such as: Joint EMS Programs (Training/ALS/BLS/Community Para-medicine Programs/Materials Management), a purchasing cooperative, regional training and shared administrative services.

To fully implement this model, the Interim MRFA Fire Chief should be directed to work with authorized representatives from the identified partner agencies on a process for the development, approval and implementation of a new model concept.

It is recommended that the Modesto Regional Fire Authority Governing Board support the concept of the new model as outlined in this report and direct the Interim Fire Chief to work with member agencies to transition to the new model.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MODESTO,
SALIDA FIRE PROTECTION DISTRICT AND COUNTY OF STANISLAUS
REGARDING THE TRANSITION OF FIRE AND EMERGENCY SERVICES FROM
THE FORMER MODESTO REGIONAL FIRE AUTHORITY TO SUBSTITUTE
SERVICE PROVIDERS**

This Memorandum Of Understanding is made and entered into by and between the City of Modesto, a charter city and municipal corporation in the State of California, the Salida Fire Protection District, a duly organized fire protection district under the Fire Protection District Law of 1987, and the County of Stanislaus, a political subdivision of the State of California (collectively referred to as the "Parties") on June 10, 2014.

Recitals

- A. On January 17, 2011, the Parties entered into the Modesto Regional Fire Authority Joint Powers Agreement (the "JPA Agreement") to establish the Modesto Regional Fire Authority ("MRFA") for the purpose of jointly exercising the common powers of fire suppression, protection and prevention, emergency management, and related services including but not limited to technical rescue, emergency medical and transport services, and hazardous materials mitigation, as well as providing facilities and personnel for such services, in the manner set forth in the joint powers agreement.
- B. The JPA Agreement provides for termination of the JPA Agreement, in significant part, as follows:
- (1) Section 1.4(b). This Agreement shall continue in full force and effect without a specific term until it is terminated or rescinded upon the mutual agreement of the original Members to this Agreement. The Authority may vote to terminate this Agreement, or termination will occur if only one Member is left in the Authority.
 - (2) Section 1.4(d). This Agreement may be terminated upon the consent of the Authority and the consent of each of the governing bodies of the original Members to terminate this Agreement. Any such termination shall provide that the effective termination date shall not occur unless Members have sufficient time to make appropriate arrangements to independently provide fire protection, prevention and suppression services and related services, but in no case more than five years after approval of termination by the governing bodies of the original Members.

- (3) Section 1.4(e). Notwithstanding any other provision in this Agreement, in no event shall the exercise of the powers herein granted be terminated until all indebtedness, claims and liabilities incurred, including liability on Certificates of Participation or Bonds, are fully and completely satisfied, or provision for the complete satisfaction of such obligations are made and approved by the Authority and each Member.
 - (4) Section 1.4 (f). Pursuant to Government Code section 6511, upon termination of this Agreement, any surplus property owned or held by the Authority shall be distributed pro rata to the Federal, State, or local agency or the Member that provided the property. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus property that cannot be attributed to any single Member.
 - (5) Section 1.4 (g). Pursuant to Government Code section 6512, any surplus money on hand after termination of the Agreement shall be returned to the funding source from which funds were furnished, or to the agency making the contribution. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus funds that cannot be attributed to any single Member, keeping in mind the position of the parties before they entered into this Agreement.
 - (6) Section 6.2. Upon termination of this Agreement, all surplus money and property of the Authority shall be conveyed or distributed to each Member in accordance with Section 1.4(f) and (g) of this Agreement. Each Member shall execute any instruments of conveyance necessary to effectuate such distribution or transfer.
- C. On June 10, 2014, the Parties each approved this Memorandum of Understanding, which constitutes the basic understanding and direction of the Parties as to the dissolution of the MRFA, and the successful transition of fire and emergency services back to the Parties, pursuant to the terms of the JPA Agreement.
 - D. The Parties recognize that each agency may need the services of the other partner agencies during the transition period and are committed to working together throughout the transition period to ensure the seamless delivery of services and to minimize operational impacts on each other.
 - E. The Parties agree to use good faith and fair dealing in the resolution of issues and challenges as they arise, keeping in mind the position of the Parties before they entered into the JPA Agreement, and consistent with the terms of the JPA Agreement regarding dissolution of the JPA Agreement.
 - F. The City of Modesto will provide its own services through the Modesto Fire Department, the County will resume its individual Office of Emergency Services and Fire Warden and will transfer certain employees to County employment, and the Salida

Fire Protection District will contract with the City of Modesto for fire protection and related services for a limited period during the term of this MOU.

- G. The transition of services from MRFA will require a number of separate agreements in addition to this MOU to successfully transition fire and emergency services.

Terms and Conditions

1. Effective July 1, 2014, all fire and emergency service responsibilities (“Fire and Emergency Services”) will be transitioned from MRFA to the individual Parties.
2. Effective July 1, 2014, the MRFA Board will transition and vest all of its remaining authority regarding the accounting, administration, banking, documentation of close out, and any and all required notifications related to the transition of MRFA (“Transition Services”) to the Parties by and through an Executive Committee comprised of the Modesto City Manager, the Stanislaus County Chief Executive Officer, and the Chief of the Salida Fire Protection District or his or her designee. Each member of the Executive Committee will be responsible to and represent their respective governing bodies.
3. Effective July 1, 2014, the MRFA Board will be dissolved, and operation of the JPA Agreement will terminate except for Transition Services as provided in this MOU and services provided under the MRFA Transition Agreements described in Section 10.
4. All the Transition Services are to be completed on or before December 31, 2014, including all remaining MRFA related closeout actions. Upon this completion of all closeout actions, the Executive Committee will thereafter disband and JPA Agreement will terminate.
5. The Parties authorize the Director of Finance for the City of Modesto/MRFA Treasurer to conduct closeout financial activities for the Parties, subject to the review and approval of the Executive Committee, including signature authority and official financial close out activities including all banking and accounting requirements and all required financial notifications.
6. Immediately after July 1, 2014, the Executive Committee will retain an external independent actuary to identify all remaining liabilities and exposures of MRFA, including, but not limited to the following: workers compensation, general liability, other post-employment benefits, etc. The purpose of this actuarial report will be to identify liabilities to be incorporated into the MRFA June 30, 2014 Audited Financial Statements in accordance with Generally Accepted Accounting Principles (GAAP) and for the purposes of determining the Net Assets of MRFA for distribution to the Parties.

The cost of the actuarial report will be shared equally by each of the Parties, and its full cost will be deducted from the remaining Net Assets of MRFA as shown on the June 30, 2014 Audited Financial Statement prior to their final distribution, provided

sufficient funds remain for each Party's share. If any or all Parties do not have sufficient remaining funds in MRFA, they shall remit their share in 30 days of notification of the particular liability.

7. Pursuant to and in accordance with Section 1.4 (f) and (g) and 6.2 of the JPA Agreement, the Executive Committee will commission an independent audit of all MRFA records and financial statements in accordance with Generally Accepted Auditing Standards (GAAS). The Executive Committee will engage the auditor to prepare a separate audit of the financial statements of MRFA for Fiscal Year 2013-2014, and a separate Agreed Upon Procedures audit of the fiscal performance of MRFA from inception through Fiscal Year 2013-2014, to include identification of liabilities, shared and non-shared assets, and the sources of contributed funds and assets as part of the close out of the JPA.

The cost of the audit will be shared equally by each of the Parties, and its full cost will be deducted from the remaining Net Assets of MRFA as shown on the June 30, 2014 Audited Financial Statement prior to their final distribution, provided sufficient funds remain for each Party's share. If any or all Parties do not have sufficient remaining funds in MRFA, they shall remit their share in 30 days of notification of the particular liability.

The Executive Committee shall distribute any remaining Net Assets to the Parties in accordance with Section 1.4 (f) and (g) of the JPA Agreement; i.e., distribution of property owned by MRFA will be based on pro rata contributions of the Parties to MRFA since its inception, and surplus money shall be returned to the funding source from which funds were furnished, or to the agency making the contribution. The Audited Financial Statement shall guide the Executive Committee in determining the distribution of remaining Net Assets. Net Assets to be distributed may include, but not be limited to cash, real property and buildings, IT hardware and software, vehicles, and equipment and payroll related accruals. The liabilities of MRFA, except for any unpaid capital assets, long-term debt and actuarial obligations, shall be paid, as much as possible, prior to this distribution and include, but not be limited, to accounts payable, payroll liabilities and other amounts as determined by the independent audit. Unpaid capital assets, long-term debt and actuarial obligations will be assumed by the Parties as determined by the Executive Committee and will be considered in determining the distribution of Net Assets.

The liabilities of MRFA will also include the value of vacation and sick leave accrual credits provided to MRFA employees accrued during the period June 21, 2011 through June 30, 2014. For those employees transitioning to County Employment on July 1, 2014, the total value of those accruals will be paid by MRFA to the County during the closeout during the transition.

8. Effective July 1, 2014, staffing levels for Fire and Emergency Services will be determined as follows: the City will determine its own staffing levels, the County will determine its own staffing levels, and the staffing levels for Salida will be determined

by the Salida Fire Protection District initially pursuant to the terms of an agreement with the City.

9. In addition to this MOU, the Parties recognize the following additional agreements as related to the MRFA Transition (the “MRFA Transition Agreements”):
 - A. Existing Agreements in place prior to the establishment of MRFA that will continue to be recognized, but are not limited to:
 1. Automatic Aid Agreements
 2. Emergency Operations Agreement
 3. Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services
 4. Agreement between the City of Modesto and the Salida Fire Protection District for the Allocation of District Revenue Resulting From the Annexation of Property within the Kiernan Business Park to the City.
 5. Agreement for the Joint Use and Management of the Regional Fire Training Center Modesto Junior College
 - B. New or Revised Agreements to be operative prior to July 1, 2104 include but are not limited to:
 1. Agreement between and the Salida Fire Protection District and the City of Modesto Regarding Fire and Emergency Response Services
 2. Agreement to Provide Certain Less than County-Wide Fire Services between City of Modesto and County for the provision of Fire Investigation Services.
 3. Agreement to Provide Interim Information Technology Services between the County and the City of Modesto.
 4. Agreement for use of County Vehicles between the County and City of Modesto.
10. The Executive Committee will establish an archive for all MRFA records. The archive will exclude non-public records that are not subject to public disclosure under the Public Records Act and other applicable laws. The Executive Committee will provide a full and complete electronic copy of the archive to each Party.
11. The Parties understand that there may be issues that arise in the transition of MRFA in addition to those identified in this MOU. The Parties agree to work together to address such issues, both within the approvals granted by Board of Supervisors, City Council and District on June 10, 2014, and by the continued cooperation of the Executive Committee and the Parties to implement the intent of this MOU prior to its expiration on December 31, 2014.
12. The terms of the MOU and the MRFA Transition Agreements will be binding with respect to any issues addressed therein; provided that (i) if there are any issues that are either not addressed in the MOU or MRFA Transition Agreements, the terms of the JPA Agreement will be incorporated by reference and shall apply; and (ii) if there are any ambiguities in or issues concerning the meaning of terms in the MOU or MRFA


Transition Agreements, such ambiguities or issues will be interpreted and resolved consistent with the applicable terms of the JPA Agreement.

- A. The Parties expect to work together to resolve legal disputes regarding the interpretation and application of this MOU. However, in the event of an unresolvable dispute regarding the interpretation of this MOU and/or the dissolution of the JPA Agreement, any Party may file suit and pursue any legal remedies after providing the other Parties with 15-days written notice of its intent to pursue a remedy. This MOU shall be governed by California law. Venue for legal proceedings shall be in the Stanislaus County Superior Court for state actions and the Eastern District of California for federal actions.

- B. Notwithstanding Section 13.A., as a condition precedent to any Party filing suit or pursuing legal remedies, the Parties agree to first enter into mediation. The Parties shall mutually agree upon a mediator, who shall, if possible, be a retired judge of a California Superior Court or California Court of Appeal. Costs for mediation shall be split between and borne equally by the Parties. The Parties shall act in good faith and with due diligence to timely complete mediation within sixty (60) days of the notice given by the Party requesting mediation.

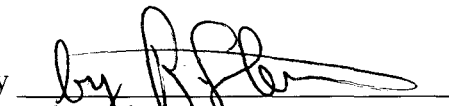
The Memorandum of Understanding was approved by the Modesto City Council, the Stanislaus County Board of Supervisors and the Board of Directors of the Salida Fire Protection District on June 10, 2014 and is effective July 1, 2014 through December 31, 2014.

CITY OF MODESTO

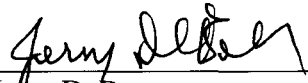
By 
Garrad Marsh
Mayor


Attest:
By 
Stephanie Lopez
City Clerk Resolution 2014-232, June 10, 2014

Approved as to Form:

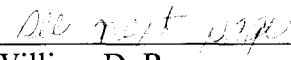
By 
Adam Lindgren
City Attorney

SALIDA FIRE PROTECTION DISTRICT

By 
Jerry DeBoer
Chair

Attest:
By 
Dale Skiles
Fire Chief

Approved as to Form:

By 
William D. Ross
District Counsel

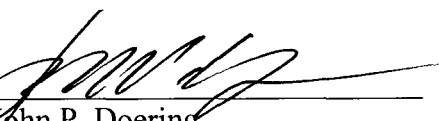
COUNTY OF STANISLAUS

By 
Jim DeMartini
Chair

Attest:
Christine Ferraro Tallman
Clerk of the Board of Supervisors

By 
Deputy

Approved as to Form:

By 
John P. Doering
County Counsel

SALIDA FIRE PROTECTION DISTRICT

By _____
Jerry DeBoer
Chair

Attest:

By _____
Dale Skiles
Fire Chief

Approved as to Form:

By William D. Ross
William D. Ross
District Counsel

COUNTY OF STANISLAUS

By Jim DeMartini
Jim DeMartini
Chair

Attest:
Christine Ferraro Tallman
Clerk of the Board of Supervisors

By Christine Ferraro Tallman
Deputy

Approved as to Form:

By John P. Doering
John P. Doering
County Counsel

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 City of Modesto ("Contractor") on June 10, 2014.

Introduction

A. The Stanislaus County Fire Wardens Office was established to provide services throughout Stanislaus County, except within the Cities of Modesto and Turlock, non-emergency fire protection services including, among other things, organizing and assisting fire districts, fire prevention, development and building plan review, arson investigation, administrative support, fire & rescue 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 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 annually prioritizes what Less Than County-wide Fire services, with specific expectations, should be provided and recommends to the Board of Supervisors in an annual Business Plan for final approval.

D. The County and Contractor desire to document the terms and conditions for providing specified 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 Stanislaus County Fire Wardens Office, the Contractor shall provide the fire investigation services to the Districts and Cities currently contributing to the Fire Tax, in accordance with the Fire Authority Business Plan, and as described in Exhibit "A" within this Agreement.

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. Term

2.1 The term of this Agreement shall be for a period of one (1) year, effective on July 1, 2014, and continuing through June 30, 2015 with the provision of a 60-day, without cause, termination option by either party after January 1, 2015.

2.2 All records and assets shall be transferred from the Contractor to the County at the end of the term.

2.3 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.

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

3. Compensation

3.1 (a) The Contractor shall receive compensation in the amount of \$27,500 each month

(b) The Contractor shall provide the County with a statement or invoice that generally describes the services performed during the payment period, and stating the prorated amount owed under this Agreement. The County shall pay each invoice within 30-days of receipt.

3.2 Any fees, fines, or reimbursements collected by the Contractor or the County for activities related to the services provided under this Agreement shall be deposited to the County Fire Service Fund (1725), Account 36470, Other Service Charges.

3.3 The parties understand and agree that 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 sources out of its General Fund or by tax levies other than the Fire Tax.

3.4 The purchase of capital assets needed or used by the Contractor for providing services under this Agreement 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.

3.5 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.

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:

County: Dale Skiles, Fire Warden
Stanislaus County Fire Warden's Office
3705 Oakdale Road
Modesto, CA 95357

Contractor: Sean Slamon, Interim Chief
Modesto Fire Department
600 Eleventh 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. Each party shall fully indemnify and hold harmless the other party and its agents, 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 —

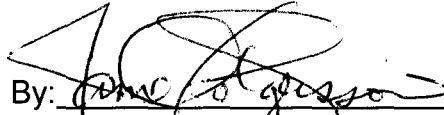
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer


“County”

CITY OF MODESTO

By: 
Jim Holgersson
Interim City Manager

“Contractor”

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

By: 
Dale Skiles
Fire Warden


APPROVED AS TO CONTENT:
Modest Fire Department

By: 
Sean Slamon
Fire Chief

APPROVED AS TO FORM:

By: 
John P. Doering
County Counsel

APPROVED AS TO FORM:

By: 
Adam Lindgren
City Attorney


ATTEST: 
Stephanie Lopez, City Clerk
Resolution 2014-236, June 10, 2014

EXHIBIT A

Stanislaus County Fire Authority Fire Investigation Performance Expectations

Agency Requirements

- A. Agency submitting a proposal must meet the following criteria:
1. Management structure sufficient to support a Fire Investigation Unit
 2. Demonstrated leadership
 3. Financial stability
- B. Fire Investigation responsibilities to include:
1. Determination of origin and cause of all fires following NFPA 921 guidelines
 2. Conduct the scene investigation of serial, spree, significant dollar loss, injury or death fire incidents
 3. Documentation of the fire scene, which includes, scene investigation reports, follow up investigative reports and forms, photographs and sketches
 4. Contact and interviewing witnesses
 5. Conduct follow up investigation of fires determined to be accidental, undetermined or natural
 6. Provide assistance and documentation to the fire agency having jurisdiction, which includes, scene investigation reports, follow up investigative reports, photographs and sketches
 7. Provide documentation and assistance to private fire investigators and insurance industry representatives regarding civil fire investigations.
 8. Provide expert opinion testimony in civil trials
 9. Conduct follow up investigation of incendiary fires and provide documentation to the law enforcement agencies having jurisdiction and the District Attorney's Office
 10. Evidence collection and chain of custody, which includes, an evidence storage facility that follows the standards and guidelines of the law enforcement agency having jurisdiction. Book and maintain evidence, evidence booking forms, DOJ forms and providing all investigative documentation to the law enforcement agency having jurisdiction and the District Attorney's Office within 48 hours of the completion of processing a fire scene
 11. Contact and interrogation of suspects
 12. Provide documentation and assistance to law enforcement agencies for follow up of criminal fire investigations following the policies and procedures of the law enforcement authority having jurisdiction, which includes, all scene investigation reports, follow up investigative reports, photographs sketches, evidence booking forms, DOJ request forms, within 48 hours of the completion of processing a fire scene
 13. Provide documentation and assistance to the District Attorney's Office regarding criminal fire investigations which includes, all scene investigation

- reports, follow up investigative reports, photographs sketches, evidence booking forms, DOJ forms, within 48 hours of the completion of processing a fire scene
14. Provide expert opinion testimony in criminal trials
 15. Develop, implement and provide effective training program for chief and company officers to conduct preliminary fire investigations for initial origin and cause determinations following NFPA 921 within 90 days of the initiation of the contract to provide investigation services
 16. Establish, validate and maintain the certifications, qualifications and continued training of participating fire investigators specific to NFPA 1033, NFPA 921, Fire Investigation 1A, Fire Investigation 1B, Fire Investigation 2A and Fire Investigation 2B
 17. Establish, validate and maintain the certifications, qualifications and continued training of participating fire investigators specific to Government Code 1031, Penal Code 830.37. Penal Code 832 Arrests, Penal Code 832 Firearms, and POST Perishable Skills, all as defined by and following the procedures of the law enforcement agency having jurisdiction
 18. Desirable certifications and qualifications to achieve, CA State Fire Marshal Certified Fire Investigator I, CA State Fire Marshal Certified Fire Investigator II, California Conference of Arson Investigators - Fire Investigator Certification, International Association of Arson Investigators
 19. Develop, implement, validate and maintain policies and procedures, which encompasses the NFPA Guidelines and POST Standards for processing a fire scene, investigation documentation, follow-up investigations, evidence collection, packaging, booking and maintaining. Records management and case management. Defensive driving, weaponless defense, escalation of force, use of lethal force, firearms qualification, firearms re-qualification, tactical and interpersonal communications
 20. Develop, implement and maintain policies and procedures for receiving and investigating public complaints and investigation of inter and intra departmental complaints, as defined by the service provider and following the procedures of the law enforcement agency having jurisdiction
 21. Establish and maintain effective partnerships with the fire and law enforcement agencies in Stanislaus County, County Probation, California State Parole, District Attorney's Office, the California Department of Forestry and the Stanislaus County Arson Task Force, through participation at the partner agency's regularly scheduled briefings and meetings
 22. Management of significant fire scene investigations
 23. Develop, implement and maintain, case management of investigations which includes, designating a case manager to oversee all fire scenes to ensure that appropriate resource needs are determined and received, and that follow-up investigative activities which include, search warrants, surveillance, risk assessments, incident action plans are consistent with the procedures of the service provider, the law enforcement agency having jurisdiction and the District Attorney's Office
 24. Develop, implement, validate and maintain, records management of investigation documentation and activities which includes, maintaining the

documentation at the completion of processing a fire scene, follow up investigation documentation, providing investigation case files to the fire and law enforcement agencies having jurisdiction and the District Attorney's Office. Holding the responsibilities as the Keeper of Records. Maintaining the documentation of the number, type and determination of all investigations. Documentation of the number of investigative hours, which includes, processing a fire scene, follow-up investigations, report writing, case preparation and clerical assistance. On a monthly basis, provide an electronic report to all fire and law enforcement agencies having jurisdiction, the District Attorney's Office and the Stanislaus County Fire Warden's Office, reporting the number, type, determination and status of all fire investigations, by the 10th day of each month

25. Develop, implement and maintain a records retention policy based on the policies and procedures of the service provider, the law enforcement agency having jurisdiction and the District Attorney's Office
26. Administrative oversight of investigation unit which includes, supervision of investigation and clerical staff, implementation of investigative policies and procedures of the service providers agency, the law enforcement agencies having jurisdiction and the District Attorney's Office
27. Clerical support for the fire investigation unit which includes, typing and filing reports, organizing sketches and photographs, establishing case files, maintaining correspondence, providing investigative documentation to the fire and law enforcement agencies having jurisdiction and the District Attorney's Office
28. Develop, implement a uniform standard that clearly identifies the fire investigator as a peace officer, based on the policies and procedures of the law enforcement agencies having jurisdiction, within 90 days of the initiation of the contract to provide investigation services

C. Standards and Guidelines for Employees Providing Services:

1. NFPA 1033 Professional Qualifications for Fire Investigators
2. NFPA 921 Guide for Fire and Explosion Investigations
3. Penal Code 830.37 Authority of a Fire Investigator
4. Penal Code 832 Arrest Class
5. Penal Code 832 Firearms
6. Government Code 1031 Minimum Standards for Peace Officers
7. POST Standards and Guidelines for Firearms Qualification and Perishable Skills

**AGREEMENT TO PROVIDE INTERIM
INFORMATION TECHNOLOGY SERVICES**

This Agreement to Provide Interim Information Technology Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and the City of Modesto ("City") on June 10, 2014.

Introduction

A. The City of Modesto, Salida Fire Protection District and County of Stanislaus formed the Modesto Regional Fire Authority ("MRFA"), a joint powers authority, for the purpose of providing regional emergency services.

B. On May 23, 2012, MRFA approved the Information Technology Transition Plan for MRFA, including adoption of a recommendation to use the Stanislaus County department of Strategic Business Technology ("SBT") to provide information technology services to implement the transition plan.

C. MRFA and SBT entered into agreements for information technology services for the Fiscal Year 2013-2014, and the City desires to enter into the following substantially similar agreements for the Fiscal Year 2014-15 (collectively referred to as the "Service Level Agreements," copies of which are attached and incorporated in this Agreement by reference):

- (1) Desktop/Helpdesk Support and WAN/Lan/Internet Services
- (2) SBT Help Desk (Customer Support Center) for Mobile Device Controls
- (3) Professional Support Services Agreement
- (4) Server Hosting Services for specified servers
- (5) Shared Database Hosting/Administration and Shared Server
Hosting/Administration

SUBSTITUTED AGREEMENT

D. The member agencies of MRFA have mutually agreed to terminate the MRFA joint powers authority, wind up the affairs of MRFA, and transition to a collaborative model for providing emergency services.

E. The City has a need to continue use of SBT information technology services while it transitions to a city fire department, and the County and SBT are willing to continue providing those services on an interim basis to the City on the terms and conditions set forth in this Agreement.

Terms and Conditions

1. The City agrees to receive information technology services, and the County agrees to provide such services to the City, on the terms and conditions established in the Service Level Agreements.

2. The parties agree that, except as otherwise agreed to by the representative officers of the parties during the term of the Service Level Agreements, all terms and conditions of the Service Level Agreements remain in effect and shall establish the relationship between the City and the County related to information technology services for City fire and emergency services.

3. The parties recognize that transition to City provided information technology services from SBT services will occur during the term of the Service Level Agreements. It is agreed that one or more of the Service Level Agreements, or portions of a Service Level Agreement, may be terminated at the request of the City upon 30-days written notice to SBT, and that compensation owed to the County for specific services shall be adjusted in accordance with the reduced services being provided by SBT. No early termination or reduction penalty or fee shall be imposed on the City for terminating or reducing services under this Agreement or the Service Level Agreements listed in Section C above. Reduction of

SUBSTITUTED AGREEMENT

services contemplated by this paragraph does not require amendment of this Agreement or further approval by the governing bodies of the parties.

4. The term of this Agreement, and the Service Level Agreements, shall be from the June 10, 2014 through June 30, 2015, unless one or more of the Service Level Agreements are terminated earlier as set forth in Section 3 of this Agreement. This Agreement will automatically terminate upon termination of all of the Service Level Agreements. The term of this Agreement and any Service Level Agreement may be extended upon agreement by the representative officers of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

COUNTY OF STANISLAUS

CITY OF MODESTO

By: _____

By: _____

Stan Risen
Chief Executive Officer

Jim Holgersson
Interim City Manager

"County"

"City"

SUBSTITUTED AGREEMENT

APPROVED AS TO CONTENT:
Strategic Business Technology

APPROVED AS TO CONTENT:
Modesto Fire Department

By: _____
Marcia Cunningham
Director

By: _____
Sean Slamon
Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
John P. Doering
County Counsel

By: _____
Adam Lindgren
City Attorney

**AGREEMENT TO PROVIDE INTERIM
INFORMATION TECHNOLOGY SERVICES**

This Agreement to Provide Interim Information Technology Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and the City of Modesto ("City") on June 10, 2014.

Introduction

A. The City of Modesto, Salida Fire Protection District and County of Stanislaus formed the Modesto Regional Fire Authority ("MRFA"), a joint powers authority, for the purpose of providing regional emergency services.

B. On May 23, 2012, MRFA approved the Information Technology Transition Plan for MRFA, including adoption of a recommendation to use the Stanislaus County department of Strategic Business Technology ("SBT") to provide information technology services to implement the transition plan.

C. MRFA and SBT entered into the following agreements for information technology services for the Fiscal Year 2014-2015 (collectively referred to as the "Service Level Agreements," copies of which are attached and incorporated in this Agreement by reference):

- (1) Desktop/Helpdesk Support and WAN/Lan/Internet Services
- (2) SBT Help Desk (Customer Support Center) for Mobile Device Controls
- (3) Professional Support Services Agreement
- (4) Server Hosting Services for specified servers
- (5) Shared Database Hosting/Administration and Shared Server Hosting/Administration

SEE SUBSTITUTED AGREEMENT

D. The member agencies of MRFA have mutually agreed to terminate the MRFA joint powers authority, wind up the affairs of MRFA, and transition to a collaborative model for providing emergency services.

E. The City has a need to continue use of SBT information technology services while it transitions to a city fire department, and the County and SBT are willing to continue providing those services on an interim basis to the City on the terms and conditions set forth in this Agreement.

Terms and Conditions

1. The City will assume and accept the Service Level Agreements between SBT and MRFA on the same terms and conditions established in those agreements.

2. The County consents to the assumption of the Service Level Agreements by the City and agrees to provide information technology services to the City on the same terms and conditions established in those agreements.

3. The parties agree that, except as otherwise agreed to by the representative officers of the parties during the term of the Service Level Agreements, all terms and conditions of the Service Level Agreements remain in effect and shall establish the relationship between the City and the County related to information technology services for City fire and emergency services.

4. The parties recognize that transition to City provided information technology services from SBT services will occur during the term of the Service Level Agreements. It is agreed that one or more of the Service Level Agreements, or portions of a Service Level Agreement, may be terminated at the request of the City upon 30-days written notice to SBT, and that compensation owed to the County for specific services shall be adjusted in accordance with the reduced services being provided by SBT. No early termination or reduction penalty

SEE SUBSTITUTED AGREEMENT

or fee shall be imposed on the City for terminating or reducing services under this Agreement or the Service Level Agreements listed in Section C above. Reduction of services contemplated by this paragraph does not require amendment of this Agreement or further approval by the governing bodies of the parties.

5. The term of this Agreement, and the Service Level Agreements, shall be from the June 10, 2014 through June 30, 2015, unless one or more of the Service Level Agreements are terminated earlier as set forth in Section 4 of this Agreement. This Agreement will automatically terminate upon termination of all of the Service Level Agreements. The term of this Agreement and any Service Level Agreement may be extended upon agreement by the representative officers of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

COUNTY OF STANISLAUS

CITY OF MODESTO

By: _____
Stan Risen
Chief Executive Officer

By: _____
Jim Holgersson
Interim City Manager

"County"

"City"

SEE SUBSTITUTED AGREEMENT

APPROVED AS TO CONTENT:
Strategic Business Technology

APPROVED AS TO CONTENT:
Modesto Fire Department

By: _____
Marcia Cunningham
Director

By: _____
Sean Slamon
Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
John P. Doering
County Counsel

By: _____
Adam Lindgren
City Attorney



Stanislaus County

Strategic Business Technology

801 11th Street, Suite 4100
Modesto, California 95354
Phone (209) 525-4357
Fax (209) 567-4264

Customer: Fire Records Management System (Fire RMS)

Title of Service: Desktop\Helpdesk Support and WAN\LAN\Internet Services

Effective Date: July 1, 2014 thru June 30, 2015

Description of Service:

SBT provides services such as Wide Area Network (WAN), Local Area Network (LAN), and Internet services.

SBT supports the Wide Area Network (WAN) infrastructure that allows connection across the County based devices and external resources. The WAN infrastructure includes routers, firewall, labor, help desk, and network printers (costs include: technical salaries, hardware and software, routers, hubs, switches, fiber optic cabling and components, telecommunications, network monitoring, backbone email exchange and gateways, and installing and troubleshooting network components).

SBT supports the Local Area Network (LAN) infrastructure, which is the computer network that connects computers and devices in a limited geographical area such as your office building. This includes support and administration of your department Internet Protocol (IP) addresses, which is an exclusive number for all information technology devices (i.e. printers, routers, modems, etc.) that identifies and allows them the ability to communicate with each other on a computer network. LAN services also include assistance from the SBT Help Desk for desktop support for your department work stations and other network devices.

SBT Internet Services is provided via a symmetrical 90 Megabit per Second (Mbps) link through AT&T, which is secured through firewall technology and URL web content filtering.

What is covered:

WAN\LAN\Internet support covers administration, regular maintenance, and problem resolution for network infrastructure, SBT Help Desk, desktop support, and connectivity for your department devices connected to the County network. SBT engineers are on-call on weekends, holidays, and furlough days to support network connectivity for the County. The cost for services for Fiscal Year 2014-2015 is \$11,411, which is based on twenty (20) devices.

What is not covered:

1. Call back for support services during after hours/weekend/furlough days/holidays covered by an on-call person(s) to resolve a department specific reported issue. After hours support will incur additional charges above and beyond what is described in this agreement at the overtime rate of 1.5 times the current hourly rate.

2. Support and/or services for any Google Applications and/or Google email. If the customer has any issues or concerns in this regard, they should contact Google directly. If the customer requests support from SBT, the customer will be charged the current hourly rate for services.
3. Any software license management.
4. Non-standard hardware or software.
5. Mechanical issues with printers.

Responsibilities of SBT:

1. Maintain a high level of customer service in a customer focused, responsive manner. Tracking and monitoring all requests, utilizing specialized software and following through to the customer upon completion. Proactively monitoring call status. Analyze call trends and make recommendations for improvements.
2. Communication with our customers to ensure customer satisfaction, to include open communications with the SBT Management Team if necessary for problem resolution.
3. Strategic Business Technology (SBT) offers a Help Desk for the benefit of our customers from 7:30 AM to 5:00 PM Monday through Friday, except legal holidays or furlough days. The SBT Help Desk and/or Desktop Support will attempt to diagnose and resolve a reported problem over the telephone using available remote assistance technologies. If a problem cannot be resolved by remote access, the issue will be escalated to result in the dispatch of a Desktop Services Technician to the customer's site for the purpose of troubleshooting the issue.

Responsibilities of Customer:

1. Immediately contact the SBT Help Desk at SBTHelpDesk@stancounty.com or (209) 525-4357 to report any problems, questions, complaints, and desired support services.
2. Contact the SBT Help Desk at least three (3) days in advance of any special needs after hours, weekends, or holidays.
3. For Desktop Support, provide permission and access to install/maintain remote control software used by the SBT Help Desk to provide technical assistance, save customer's time and support costs.
4. Provide valid proof of license for all software installations.
5. Provide training to employees on applications as appropriate.

Support Response Time:

Strategic Business Technology will provide the following response time for the services defined as the time from the original call from the customer to a response from SBT as to when the issue will be resolved:

Service Description	Response Time
Standard Desktop hardware or Software Issues	Within 1 hour of initial call
Connectivity or Wireless Issues	Within 1 hour of initial call

Support Contacts:

Name	Office
SBT Help Desk	525-4357 (HELP) or SBTHelpDesk@stancounty.com

Rates for services are reviewed annually and subject to change on July 1st, which is the start of the new fiscal year for Stanislaus County. Customers will be notified of any rate changes well in advance of the change becoming effective.

I, the undersigned, agree to the terms and conditions of this Agreement:

Signature or Electronic Authorization sent via email:

Date Approved:

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology



Stanislaus County

801 11th Street, 4th Floor
Modesto, California 95354
Phone (209) 525-Help
Fax (209) 567-4264

Strategic Business Technologies

DESCRIPTION OF SERVICE

Customer: Modesto Regional Fire Authority – Mobile Device Controls (MDCs)

Fund/Org: To be invoiced monthly

Title of Service: SBT Help Desk (Customer Support Center).

Effective Date: July 1, 2014 thru June 30, 2015

Description of Service:

Strategic Business Technology (SBT) offers a Help Desk for the benefit of our customers (Customer Support Center) from 8:00 AM to 5:00 PM Monday through Friday, except legal holidays. These hours can be extended by special arrangement. Problems with any one of the services contracted by Customers of SBT can be called into the SBT Help Desk for technical support. The SBT Help Desk will attempt to diagnose and resolve the problem over the telephone using available remote assistance technologies (if available). If the problem cannot be resolved initially, the SBT Help Desk will continue escalating the issue until it is resolved. We will monitor work orders to ensure resolution is completed as listed in the support response time section.

SBT originally quoted the Modesto Regional Fire Authority (MRFA) \$20,330.76 for thirty-seven (37) MDC devices:

	WAN Devices	LAN Devices
Monthly Cost Per MDC	\$7.25	\$38.54
Number of MDCs	37	37
Total Monthly Cost	\$268.25	\$1,425.98
ANNUAL COST	\$3,219.00	\$17,111.76

SBT agrees to charge MRFA in Fiscal Year 2014-2015 the proposed total cost of \$20,330.76 for support to the MDCs. MRFA will receive a monthly Stanislaus County Invoice either by mail or electronically in the amount of \$1,694.23 for a total annual cost not to exceed \$20,330.76. Please note that if on-site assistance is needed, applicable mileage for travel to the Fire Stations will be charged @ \$0.56 per mile. If travel is needed within the city limits of the City of Modesto, travel will not be charged.

What is covered:

SBT Help Desk support covers problem resolution for standard software, standard hardware, and Internet connectivity.

After hours/weekend/Holidays are covered with an on-call person(s) and appropriate action taken to resolve the reported issue. (see Support Coverage and Hours for additional costs)

What is not covered:

1. SBT Help Desk support after hours and holidays unless specifically covered in the support coverage section.
2. This agreement does not include device support for any agency outside of the Modesto Regional Fire Agency. If support is needed for other agencies, cost for that support would be covered under separate agreement.
3. Any software license management, unless covered by separate SLA.
4. Support of non-standard hardware or software unless specifically covered within this SLA.
5. Mechanical issues with printers.
6. This agreement does not include a provision for SBT to make any purchases on behalf of the Customer for any equipment, software, subscriptions, and/or maintenance and support.

Responsibilities of SBT Help Desk:

1. Maintain a high level of customer service in a customer focused, responsive manner. Tracking and monitoring all requests, utilizing specialized software and following through to the customer upon completion. Proactively monitoring call status. Analyze call trends and make recommendations for improvements.
2. Quality Assurance testing on Software and standard desktop Images developed by SBT will be performed prior to implementing into a Production environment.

Responsibilities of Customer:

1. Immediately contact the SBT Help Desk to report any problems, questions, complaints, and desired support services.
2. Contact the SBT Help Desk three Days in advance of any special needs after hours, weekends, or holidays.
3. For PC Support, provide permission and access to install/maintain remote control software used by the SBT Help Desk to provide technical assistance, save customer's time and support costs.
4. Provide valid proof of license for all software installations.
5. Provide training to employees on applications as appropriate.

Support Response Time:

Strategic Business Technology will provide the following response time for the services defined as the time from the original call from the customer to a response from SBT as to when the issue will be resolved:

Service Description	Response Time
Standard MDC hardware	Within 2 hours of initial call

Support Contacts:

Name	Office
SBT Help Desk	525-Help

Support Coverage and Hours:

Services will be *subject to availability* depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

Description	Specifications	Charges
On-Site Visit Service, standard hours, weekdays	8:00 AM to 5:00 PM, Monday through Friday, phone contact services	mileage **
Extended Hours Service, weekdays	5:00 PM to 8:00 AM, Monday through Friday	\$102.00 per hour plus mileage **

Advanced Notice Required		
Extended Hours Service, weekends Advanced Notice Required	24 hours, Saturday and Sunday	\$102.00 per hour plus mileage **

** Current County mileage rate of \$0.56 ½ per mile. (Amount subject to change)

Performance Goals and Measurements:

These are defined as the service delivery times required by the Customer to insure their services remain at a high operational level. The delivery performance required by the Customer should be consistent with their own delivery needs.

Performance Goal	Measurement
Resolve 50% of the calls at First level Support	Quarterly Average reports

Review and Feedback Process:

If there is an issue with delivery, it is the responsibility of SBT to inform the Customer. Meetings will be held when necessary with Customer to review and agree upon the services and pricing for the services to be provided. The responsibilities of both SBT and the Customer will also be reviewed and agreed upon during each review.

Both parties must agree upon changes to the agreement in writing. There will be no new billing to the Customer without being previously agreed to at this meeting.

The agreement will require re-negotiation whenever there is a significant and sustained change in scope of the original agreement by either party. Neither party will be liable for delay or failure to perform their part of the agreement due to circumstances beyond their control. SBT will attempt to limit any adverse effect to clients due to unforeseen circumstances placed upon it.

A yearly review of this Service Level Agreement should be undertaken.

Invoiced Monthly for all expenditures.

I, the undersigned, agree to the terms and conditions of this Agreement:

Signature or Electronic Authorization sent via email:

Date Approved:

 Randall K. Bradley, Fire Chief
 Modesto Regional Fire Authority - Operations

 Marcia Cunningham, Director
 Stanislaus County Strategic Business Technology

 Michael Pless, Senior System Engineer
 Stanislaus County Strategic Business Technology



**Stanislaus County
Modesto Regional Fire Authority
Strategic Business Technology**

801 11th Street, Ste 4100
Modesto, California 95354
Phone (209) 525-4357

Professional Support Services Agreement

Effective Period: July 1, 2014 - June 30, 2015

Terms:

Strategic Business Technology (SBT) will provide services and support for the Modesto Regional Fire Authority (MRFA) during the Fiscal Year 2014 – 2015, in the following areas:

Desktop/Tablets/Laptops
Printers/Scanners Networking
Email
Local Area Network (LAN)
Wide Area Network (WAN)
Internet/Intranet
Web Site (Official domain name ModestoRFA.org)

- Work for services covered under this agreement; additional hours may be negotiated through separate amendment as both need and budget dictate.
- SBT will bill the Modesto Regional Fire Authority a monthly flat rate amount of \$6,666.67 for services/support provided. Total annual cost of \$80,000.
- MRFA will receive a monthly Stanislaus County Invoice either by mail or electronically for \$6,666.67 each month.
- The Director of SBT will review the Professional Support Services agreement quarterly with the Fire Chief to ensure services and support needs are being met.
- The Director of SBT will meet annually with MRFA to discuss the next fiscal year's needs and requirements.

Services:

- SBT will assign a representative from the department who will serve as the primary contact for the coordination of MRFA Information Technology (IT) needs. This representative will attend MRFA IT status meetings.
- The SBT representative will review MRFA IT support status, issues, tasks, and communicate with SBT Management to ensure needs are being met in a timely manner.
- SBT will provide services and resources necessary to cover MRFA IT needs to the extent covered under this agreement.
- As services may require skill sets from infrastructure, server, desktop, and the development divisions, SBT will deploy staff with the appropriate level of experience to address particular support needs.
- Services may be provided onsite as needed at MRFA located at 3705 Oakdale Road, any one of the Modesto Fire Stations, Salida Fire Station, and the Regional Fire Training Center.
- SBT will report to MRFA any deficiencies in systems and/or equipment and take necessary steps to resolve the problems.
- SBT recognizes that MRFA may have unique, time sensitive requirements. If SBT staff with the necessary skills are onsite and available, they will be asked to address the issue(s).

Responsibilities of the Modesto Regional Fire Authority:

- MRFA will work with the SBT representative to establish priorities and needs.
- **Non-Emergency service requests:**
MRFA will call the SBT Help Desk to initiate request for services at 525-HELP (4357) or submit a work order request by email to SBTHelpDesk@stancounty.com. The SBT Help Desk is the communications hub for SBT services and must be informed of any issues in order to track

progress and resolve problems in a timely and satisfactory manner. Please do not contact SBT staff directly.

- **Emergency service request:**

Normal Business Hours: MRFA will call the SBT Help Desk to initiate request for services at 525-HELP (4357) and notify them of the emergency. SBT Help Desk will contact the appropriate individuals.

Off hours: MRFA will notify the primary IT contact and/or the SBT Director.

- MRFA will provide office space for the primary SBT representative.

Billing:

- MRFA will be invoiced monthly a flat rate amount of \$6,666.67, and annual cost are not to exceed \$80,000.
- Overtime will require authorization by MRFA and will be billed at 1.5 times the hourly billable rate.

What is not covered:

- **Equipment or software purchases** - This agreement does not include a provision for SBT to make any purchases on behalf of the Customer for any equipment, software, subscriptions, and/or maintenance and support.
- **Other Regional Fire Agency Divisions** – Salida Fire is included under this agreement, but does not include support for any other regional fire agency divisions.
- **Special Servers** – This agreement does not include support for MRFA special servers (i.e. domain control, exchange, terminal, etc.) that may be supported under a separate agreement.
- **New projects** - New projects defined outside of the scope of Phase I and Phase II that were approved by the MRFA Board on May 23, 2012, Board Agenda # 5.3, will be billed separately for work performed at an hourly rate of \$68.00. All projects will have a project charter that will include a detailed project plan identifying tasks and time lines, overall scope of work. Projects will be reviewed and approved by MRFA prior to beginning work. MRFA will receive a separate Stanislaus County Invoice either by mail or electronically upon completion of project work .
- **Mobile Device Controls** – This agreement does not include the support of the Mobile Device Controls (MDCs) and the related NetMotion connection server, which are covered under separate agreements.
- **FireRMS Database Administration** – This agreement does not include the support of the FireRMS Database Administration, which is covered under separate agreement.
- **Telecommunication services** - This agreement does not include any Telecommunication services, including but not limited to cabling, landlines, VoIP, or other telephone services.

Strategic Business Technology:

Fund-Org: 5031-0048100
Account # 37250

Modesto Regional Fire Authority:

Fund-Org: To be invoiced monthly

Marcia Cunningham
Director
Strategic Business Technology

Randall K. Bradley
Fire Chief
Modesto Regional Fire Authority



Stanislaus County

801 11th Street, Suite 4100
Modesto, California 95354
Phone (209) 525-4357
Fax (209) 567-4264

Strategic Business Technology

SERVICE LEVEL AGREEMENT

Customer: Modesto Regional Fire Authority - MRFA

Fund/Org: To be invoiced monthly

Title of Service: Server Hosting Service for the following servers

- Regional Fire NetMotion (MRFANM)
- Regional Fire Domain Controller (MRFADC1)
- Regional Fire Domain Controller (MRFADC2)
- Regional Fire Terminal Server (MRFATS1)
- Regional Fire Mail Server (MRFAMBX01)
- Regional Fire Mail Server (MRFACASHT01)
- Regional Fire Mail Server (MRFACASHT02)
- Regional Fire File Server which also contains printing, DB file for QuickBooks (MRFAFS1)
- FireRMS ZOLL Server
- FireRMS ZOLL Terminal Server

Effective Date: July 1, 2014 through June 30, 2015

Description of Service:

Strategic Business Technology (SBT) will provide under agreement with each Customer a server hosting service. This document defines the terms of the agreement as well as the roles and responsibilities of SBT and the customer.

The annual cost for these ten (10) servers to be hosted is \$1,000.00 per year per server for a total of \$10,000.00 annually. MRFA will be invoiced the cost of \$83.33 per month per server or \$833.30 monthly.

In addition to the special server charge, there is a one-time charge for the annual maintenance and connectivity to support remote access to the ZOLL – Terminal Server, which is billed in July each year.

Service	Annual Cost	Quantity	Total
Terminal Services (Remote Access)	\$75.30 per unit	31	\$2,334.42
Total cost per year			\$2,334.42

SBT will manage for the customer:

- Network and connectivity issues; SBT will maintain the data network, including network switches, routers, and cabling required to provide the server a method to connect to SBT's data infrastructure
- Internet connectivity; SBT will provide (1) external (i.e. Internet-routable) IP address for your server. SBT will also provide the Internet connection method, a 90 Megabit connection to the Internet.

- Security; SBT will create rules through the County Internet Firewall to allow access to the Customer's server, based on the connection requirements defined by the Customer. Any changes in these rule sets initiated by either party must be communicated through the SBT Help Desk for tracking purposes. Other than those services specifically requested by the Customer, no access through the Firewall will be permitted.
- Maintaining and improving computer system integrity and security by applying Service Packs, updates and patches as frequently as necessary, and by providing up-to-date antivirus protection. See Appendix One Terms and Conditions

What is covered:

1. System installation in the SBT Data Center located at 3705 Oakdale Road in Modesto, CA. This will include physical installation into a rack, power, network, keyboard, video, and mouse connection.
2. IP address allocation and configuration.
3. Physical network connectivity on the County DMZ, and on a server subnet for internal management.
4. Account administration and management. SBT Engineers will manage account creation, modification and deletion for the Customer. Requests for Account administration must be handled through the SBT Help Desk. Timely notification of account changes (3 days in advance for new accounts, 2 hours for account deactivation/deletion) is appreciated.
5. Antivirus client installation and configuration. The cost of the antivirus software, plus appropriate license maintenance is included in the monthly cost to the Customer.
6. Data backup client installation and configuration. SBT conducts incremental backups Monday through Thursday, and full backups starting on Friday evening. The most current backup will be kept offsite at another County facility. SBT will work with the Customer to determine their specific backup requirements.
7. Testing. SBT will work with the Customer to ensure that the server is communicating properly and is accessible from the Internet, as well as internally.
8. Maintenance and management. Once the server is properly deployed, SBT will continue to monitor the server for performance and security issues. If a problem arises, SBT staff will notify the Customer and either hand the problem off to the Customer to resolve, or, resolve the problem directly. As every situation is different, it is impossible to define in advance every possible contingency. SBT will, with the Customer's participation work to resolve any issues. SBT can manage Operating System and Application patching for the Customer on a biweekly basis, and as requested. See Appendix One Terms and Conditions for details.
9. After hours support. SBT Engineers are on-call 24 hours a day, 365 days a year to resolve mission-critical problems.
10. Appropriate access to the OES network and the FireRMS terminal server.

What is not covered:

1. **Equipment or software purchase. This SLA does not include a provision for SBT to make any purchases on behalf of the Customer. MRFA will be required to maintain the necessary annual maintenance and support renewals for all software, including but not limited to CommVault, Cryoserver, McAfee, and VMWare.**
2. **Software license management. The Customer is solely responsible for ensuring that they comply with Copyright laws as they apply to computer software. Any legal issues will be the responsibility of the Customer.**
3. **SBT does not provide Continuity of Operations Planning (COOP) or provide disaster recovery relocation efforts for systems covered under SLA unless specifically stated. Each department is responsible for their IT sections of their COOP plan unless specifically**

contracted with SBT to do so. SBT will work with customers in event of disaster and relocation, but priority will be given to core servers and network services affecting the most users and/or the public.

4. Application upgrades may be subject to additional charges determined by SBT engineers. Small application patches and hot fixes may be included at no charge, but major version upgrades/updates will be reviewed by SBT to determine if a project charter and additional project charges apply.
5. This agreement does not include support for a Blackberry Enterprise Server.

Responsibilities of Strategic Business Technology:

1. SBT will give priority to Customers with whom we have a SLA for the appropriate service.
2. SBT will handle customer request for service and trouble tickets in a timely manner.
3. SBT staff will work diligently in resolving Customer issues and will conduct themselves in a professional manner at all times.
4. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer can stay informed of the status of their request or issue at the Customer's convenience.
5. SBT staff is constantly working to improve their knowledge of systems and technologies. SBT staff will remain current and well informed.

Responsibilities of the Customer:

1. MRFA will need to charge the external agencies directly for the thirty-one (31) users that are remotely accessing the FireRMS server.
2. The Customer will manage account creation, including any accounts required for SBT staff and systems to be able to provide the services outlined in this Agreement.
3. The Customer will manage the server application and its content.
4. The Customer will submit any service requests through the SBT Help Desk for tracking and handling of the request.

I, the undersigned, agree to the terms and conditions of this Agreement:

Electronic Authorization sent via email:

Date Approved:

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

Michael Pless, Sr. Systems Engineer
Stanislaus County Strategic Business Technology

APPENDIX ONE TERMS AND CONDITIONS

Antivirus and system patches:

SBT staff will take responsibility for installing, configuring, and maintaining antivirus software on the Customer's server. SBT staff always performs limited testing of new antivirus updates. However, the possibility exists that an antivirus update could cause performance issues or even data loss to the Customer's server. In that unlikely condition, SBT staff will notify the Customer and work with the Customer toward a satisfactory resolution. SBT cannot accept any financial responsibility for repercussions in such an eventuality. SBT will provide antivirus updates in a best effort manner, with no guarantees expressed or implied about the efficacy of that protection.

SBT will undertake, if the Customer so requests, routine Operating System patching. SBT performs system patches on a bi-weekly basis. This maintenance normally occurs on the evenings of scheduled County pay days. As application of these updates frequently require a system restart, some minimal downtime can be expected; usually on the order of 5 minutes. SBT staff always perform limited testing of new system updates. However, the possibility exists that a system update could cause performance issues or even data loss to the Customer's server. In that unlikely condition, SBT staff will notify the Customer and work with the Customer toward a satisfactory resolution. SBT cannot accept any financial responsibility for repercussions in such an eventuality. SBT will provide system patching in a best effort manner, with no guarantees expressed or implied about the efficacy of that protection.

Firewall protection and vulnerability scanning

SBT maintains the County Internet Firewall. Servers hosted by SBT have all traffic bound for them filtered by the Firewall and only permits traffic through that matches the requirements outlined by the Customer. All traffic that is permitted through is logged by SBT. By signing this agreement, the Customer consents to allowing SBT to log this activity.

SBT performs vulnerability assessments weekly of all systems in the SBT server room. The results of these weekly scans can be made available to the Customer. Unless where specifically agreed upon (e.g. as part of system updating described in this Agreement), it is the Customer's responsibility, in conjunction with Strategic Business Technology, to correct these vulnerabilities or make the determination that the vulnerability does not present a genuine threat.

Threats

SBT maintains a strict policy of risk mitigation by blocking access to any devices determined to be infected with a virus or trojan, compromised by outside entities, or otherwise deemed to be a threat to the network. If SBT determines that the Customer's server poses a threat due to any of these issues, SBT will block all access to the device and contact the Customer to facilitate resolution. Unfortunately, the nature of many of these types of system intrusion are such that even allowing the device to remain connected for a few minutes can cause denial of access to many other systems, and therefore SBT can not afford to wait for the Customer's permission before taking this type of action. With appropriate administration of patches and updates, and by taking reasonable security countermeasures, the likelihood of such infections/intrusions should be slight. By signing this Agreement, the Customer agrees that SBT has the right to exercise such access blocking in the event that SBT determines that a threat exists.



Stanislaus County

Strategic Business Technology

801 11th Street, 4th Floor
Modesto, California 95354
Phone (209) 525-Help
Fax (209) 567-4264

SERVICE LEVEL AGREEMENT

Customer(s): Fire Prevention _ FireRMS

Fund/Org: To be invoiced monthly

Title of Service: Shared Database Hosting/Administration and Shared Server Hosting/Administration

- Application Name – **FireRMS**
- Database Platform – SQL 2005
- Database Name – FireRMS
- Database Server – FireRMS

Effective Date: July 1, 2014 through June 30, 2015

DESCRIPTION OF SERVICE

Strategic Business Technology (SBT) will provide services and support to the Customer(s) including, database hosting and administration, and server hosting and administration. The annual cost for these services will be \$5,000.00 per year or \$416.67 per month.

WHAT IS COVERED

Database Hosting and Administration -

- SBT will host and administer databases on the following platform:
 - Microsoft SQL
- SBT will administer user account creation, modification, and deletion for the Customer. All requests for account administration shall be submitted to the SBT Help Desk. New user account creation shall be completed within five (5) working days.
- SBT will review user roles and accounts on a regular basis.
- SBT will create and maintain backup sets, including full backup and logs, with the ability to provide point in time recoveries.
- Once deployed, SBT will monitor the database for performance and security issues. If a problem arises, SBT staff will notify the Customer immediately and work with the Customer to resolve the issue.
- SBT will review server logs as necessary, research errors listed and resolve technical problems, defragment hard drives, and tune queries on a regular basis.
- SBT will review software update release notes, install database software updates twice a year, and troubleshoot any issues that may arise.
- Major software upgrades will be discussed and planned with the Customer to determine the scope of work and whether additional service charges will apply. Major software upgrades would be done only one (1) time a year. In the software upgrade planning process, the Customer(s) will be informed of any potential downtime or need for testing the new configuration. A separate project charter for services may be applicable.

- Database administration services will be provided during County identified standard business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. Services will be *subject to availability* depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

Server Hosting and Administration -

- Restricted Access to the Database – Other parties or agencies shall not access or change the database without notification and coordinator with SBT.
- Complete management of the server(s) on which database and application is installed. This includes:
 - Hardware Maintenance
 - Operating System upgrades and patches
 - Antivirus protection
 - Security assessments
- Network and connectivity issues; SBT will maintain the data network, including network switches, routers, and cabling required to provide the server a method to connect to SBT's data infrastructure
- Internet connectivity; SBT will provide (1) external (i.e. Internet-routable) IP address for your server. SBT will also provide the Internet connection method, currently a 90 Megabit connection to the Internet.
- Security; SBT will create rules through the County Internet Firewall to allow access to the Customer's server, based on the connection requirements defined by the Customer. Any changes in these rule sets initiated by either party must be communicated through the SBT Help Desk for tracking purposes. Other than those services specifically requested by the Customer, no access through the Firewall will be permitted.
- Maintaining and improving computer system integrity and security by applying Service Packs, updates and patches as frequently as necessary, and by providing up-to-date antivirus protection. See Appendix One Terms and Conditions

WHAT IS NOT COVERED

1. Equipment or software purchases. This SLA does not include a provision for SBT to make any purchases on behalf of the Customer(s).
2. Replacement of FireRMS Server. The expected life of the FireRMS server is five (5) years. At which time, the server hardware will be out of warranty and will require replacement. It will be the responsibility of the Modesto Regional Fire Authority to secure funding from the various participating fire agencies to pay for the replacement of the server in 2016. Estimated cost for replacement is \$9,500.
3. Software license management. The Customer(s) is solely responsible for ensuring that they comply with Copyright laws as they apply to computer software. Any legal issues will be the responsibility of the Customer(s).
4. Services outside the scope of this agreement. Only upon prior written approval by the Customer(s) will SBT provide or charge for services beyond those stated in this agreement. Services outside the scope of this agreement will be handled through the SBT Help Desk or by special agreement (i.e. Project charter) with SBT Administration. Additional services may be charged either on a time and materials basis or a specific contractual basis.

RESPONSIBILITIES OF STRATEGIC BUSINESS TECHNOLOGY

1. SBT will give priority to Customer(s) who have a SLA for designated service.

2. SBT will handle Customer(s) requests for service and trouble tickets in a timely manner.
3. SBT staff will work diligently in resolving Customer(s) issues.
4. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer(s) are informed of the status of their request(s) or issue(s) at their convenience. Significant problems will be communicated to Customer(s).
5. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer can stay informed of the status of their request or issue at the Customer's convenience.
6. SBT staff is constantly working to improve their knowledge of systems and technologies. SBT staff will remain current and well informed.

RESPONSIBILITIES OF THE CUSTOMER(S)

1. **MRFA will need to charge the external agencies directly for the thirty-one (31) users that are remotely accessing the FireRMS server.**
2. The Customer(s) has the responsibility to initiate any Requests for Service and to report system problems to the SBT Help Desk at 525-HELP (4357). The SBT Helpdesk is the communications hub for SBT services and must be informed of any issues in order to track progress and resolve problems in a timely and satisfactory manner.
3. The Customer(s) should notify the SBT Help Desk three (3) working days in advance of any special needs that will be required over weekends, holiday periods, or at night. It is understood that emergency situations may not meet this criteria. After hours wages may be billed to the Customer(s).
4. The Customer(s) must notify the SBT Help Desk of critical problems or Requests for Service to assist SBT staff to correctly prioritize response and track current and historical issues.
5. The Customer(s) shall provide training to their own employees on applications as appropriate.
6. The Customer(s) shall provide SBT staff advance notification if a significant increase in user activity or data access is anticipated or planned.

REQUIRED HOURS OF AVAILABILITY

- SBT application, database, and server support staff are available during normal business hours of 7:30 a.m. - 5 p.m. Monday through Friday.
- SBT application and database support staff can be made available outside of these hours with adequate notice as defined above. After hours wages may be billed to the Customer(s).
- SBT server support staff are on-call 24 hours a day, 365 days a year to resolve mission-critical problems.

SUPPORT RESPONSE TIME

- Support and services are available by calling the SBT Help Desk at 525-HELP (4357), or send an email to SBTHelpDesk@stancounty.com.
- SBT must give priority to customers with whom we have a SLA for designated services.
- SBT will handle customer requests for service in timely manner.
- SBT will work diligently in resolving customer issues.
- Any special requirements that the Customer may have that necessitate after-hours support will be negotiated.

REVIEW AND FEEDBACK PROCESS

If there is an issue with delivery of service or support, it is the responsibility of SBT to inform the Customer(s). Meetings will be held when necessary with the Customer(s), and project team if

needed, to review and agree upon the services and pricing for the services to be provided. The responsibilities of SBT and the Customer(s) will also be reviewed and agreed upon.

Any modifications to the SLA need to be agreed to in writing by all parties to the agreement. There will be no additional billing to any Customer(s) unless previous arrangement with the Customer(s) has been made either by a Request for Service, specific Project Charter or amendment to this agreement.

The agreement may require re-negotiation whenever there is a significant and sustained change in scope of the original agreement by either party. Neither party will be liable for delay or failure to perform their part of the agreement due to circumstances beyond their control. Strategic Business Technology will attempt to limit any adverse effect to Customer(s) due to unforeseen circumstances.

This agreement shall be reviewed by SBT and Customer(s) annually.

SIGNATURES

I, the undersigned, agree to the terms and conditions of this Agreement:

Electronic Authorization sent via email:

Date Approved:

Randall K. Bradley, Fire Chief
Modesto Regional Fire Authority

Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

**AGREEMENT TO PROVIDE INTERIM
INFORMATION TECHNOLOGY SERVICES**

This Agreement to Provide Interim Information Technology Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and the City of Modesto ("City") on June 10, 2014.

Introduction

A. The City of Modesto, Salida Fire Protection District and County of Stanislaus formed the Modesto Regional Fire Authority ("MRFA"), a joint powers authority, for the purpose of providing regional emergency services.

B. On May 23, 2012, MRFA approved the Information Technology Transition Plan for MRFA, including adoption of a recommendation to use the Stanislaus County department of Strategic Business Technology ("SBT") to provide information technology services to implement the transition plan.

C. MRFA and SBT entered into agreements for information technology services for the Fiscal Year 2013-2014, and the City desires to enter into the following substantially similar agreements for the Fiscal Year 2014-15 (collectively referred to as the "Service Level Agreements," copies of which are attached and incorporated in this Agreement by reference):

- (1) Desktop/Helpdesk Support and WAN/Lan/Internet Services
- (2) SBT Help Desk (Customer Support Center) for Mobile Device Controls
- (3) Professional Support Services Agreement
- (4) Server Hosting Services for specified servers
- (5) Shared Database Hosting/Administration and Shared Server
Hosting/Administration

D. The member agencies of MRFA have mutually agreed to terminate the MRFA joint powers authority, wind up the affairs of MRFA, and transition to a collaborative model for providing emergency services.

E. The City has a need to continue use of SBT information technology services while it transitions to a city fire department, and the County and SBT are willing to continue providing those services on an interim basis to the City on the terms and conditions set forth in this Agreement.

Terms and Conditions

1. The City agrees to receive information technology services, and the County agrees to provide such services to the City, on the terms and conditions established in the Service Level Agreements.

2. The parties agree that, except as otherwise agreed to by the representative officers of the parties during the term of the Service Level Agreements, all terms and conditions of the Service Level Agreements remain in effect and shall establish the relationship between the City and the County related to information technology services for City fire and emergency services.

3. The parties recognize that transition to City provided information technology services from SBT services will occur during the term of the Service Level Agreements. It is agreed that one or more of the Service Level Agreements, or portions of a Service Level Agreement, may be terminated at the request of the City upon 30-days written notice to SBT, and that compensation owed to the County for specific services shall be adjusted in accordance with the reduced services being provided by SBT. No early termination or reduction penalty or fee shall be imposed on the City for terminating or reducing services under this Agreement or the Service Level Agreements listed in Section C above. Reduction of services

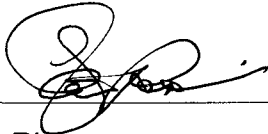
contemplated by this paragraph does not require amendment of this Agreement or further approval by the governing bodies of the parties.

4. The term of this Agreement, and the Service Level Agreements, shall be from the June 10, 2014 through June 30, 2015, unless one or more of the Service Level Agreements are terminated earlier as set forth in Section 3 of this Agreement. This Agreement will automatically terminate upon termination of all of the Service Level Agreements. The term of this Agreement and any Service Level Agreement may be extended upon agreement by the representative officers of the parties.

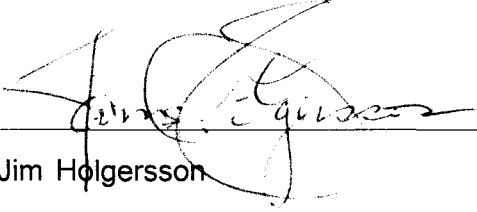
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

COUNTY OF STANISLAUS

CITY OF MODESTO

By: 

Stan Risen
Chief Executive Officer

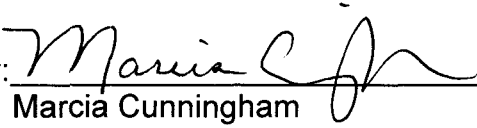
By: 

Jim Holgersson
Interim City Manager

"County"

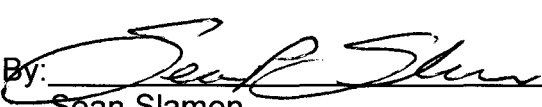
"City"

APPROVED AS TO CONTENT:
Strategic Business Technology

By: 

Marcia Cunningham
Director

APPROVED AS TO CONTENT:
Modesto Fire Department

By: 

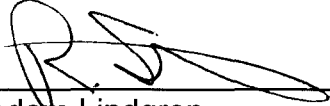
Sean Slamon
Fire Chief

APPROVED AS TO FORM:


By: 

John P. Doering
County Counsel

APPROVED AS TO FORM:

By: 

Adam Lindgren
City Attorney

ATTEST: 

Stephanie Lopez, City Clerk
Resolution 2014-234, June 10, 2014



Stanislaus County

Strategic Business Technology

801 11th Street, Suite 4100
Modesto, California 95354
Phone (209) 525-4357
Fax (209) 567-4264

Customer: Fire Records Management System (Fire RMS)

Title of Service: Desktop\Helpdesk Support and WAN\LAN\Internet Services

Effective Date: July 1, 2014 thru June 30, 2015

Description of Service:

SBT provides services such as Wide Area Network (WAN), Local Area Network (LAN), and Internet services.

SBT supports the Wide Area Network (WAN) infrastructure that allows connection across the County based devices and external resources. The WAN infrastructure includes routers, firewall, labor, help desk, and network printers (costs include: technical salaries, hardware and software, routers, hubs, switches, fiber optic cabling and components, telecommunications, network monitoring, backbone email exchange and gateways, and installing and troubleshooting network components).

SBT supports the Local Area Network (LAN) infrastructure, which is the computer network that connects computers and devices in a limited geographical area such as your office building. This includes support and administration of your department Internet Protocol (IP) addresses, which is an exclusive number for all information technology devices (i.e. printers, routers, modems, etc.) that identifies and allows them the ability to communicate with each other on a computer network. LAN services also include assistance from the SBT Help Desk for desktop support for your department work stations and other network devices.

SBT Internet Services is provided via a symmetrical 90 Megabit per Second (Mbps) link through AT&T, which is secured through firewall technology and URL web content filtering.

What is covered:

WAN\LAN\Internet support covers administration, regular maintenance, and problem resolution for network infrastructure, SBT Help Desk, desktop support, and connectivity for your department devices connected to the County network. SBT engineers are on-call on weekends, holidays, and furlough days to support network connectivity for the County. The cost for services for Fiscal Year 2014-2015 is \$11,411, which is based on twenty (20) devices.

What is not covered:

1. Call back for support services during after hours/weekend/furlough days/holidays covered by an on-call person(s) to resolve a department specific reported issue. After hours support will incur additional charges above and beyond what is described in this agreement at the overtime rate of 1.5 times the current hourly rate.

2. Support and/or services for any Google Applications and/or Google email. If the customer has any issues or concerns in this regard, they should contact Google directly. If the customer requests support from SBT, the customer will be charged the current hourly rate for services.
3. Any software license management.
4. Non-standard hardware or software.
5. Mechanical issues with printers.

Responsibilities of SBT:

1. Maintain a high level of customer service in a customer focused, responsive manner. Tracking and monitoring all requests, utilizing specialized software and following through to the customer upon completion. Proactively monitoring call status. Analyze call trends and make recommendations for improvements.
2. Communication with our customers to ensure customer satisfaction, to include open communications with the SBT Management Team if necessary for problem resolution.
3. Strategic Business Technology (SBT) offers a Help Desk for the benefit of our customers from 7:30 AM to 5:00 PM Monday through Friday, except legal holidays or furlough days. The SBT Help Desk and/or Desktop Support will attempt to diagnose and resolve a reported problem over the telephone using available remote assistance technologies. If a problem cannot be resolved by remote access, the issue will be escalated to result in the dispatch of a Desktop Services Technician to the customer's site for the purpose of troubleshooting the issue.

Responsibilities of Customer:

1. Immediately contact the SBT Help Desk at SBTHelpDesk@stancounty.com or (209) 525-4357 to report any problems, questions, complaints, and desired support services.
2. Contact the SBT Help Desk at least three (3) days in advance of any special needs after hours, weekends, or holidays.
3. For Desktop Support, provide permission and access to install/maintain remote control software used by the SBT Help Desk to provide technical assistance, save customer's time and support costs.
4. Provide valid proof of license for all software installations.
5. Provide training to employees on applications as appropriate.

Support Response Time:

Strategic Business Technology will provide the following response time for the services defined as the time from the original call from the customer to a response from SBT as to when the issue will be resolved:

Service Description	Response Time
Standard Desktop hardware or Software Issues	Within 1 hour of initial call
Connectivity or Wireless Issues	Within 1 hour of initial call

Support Contacts:

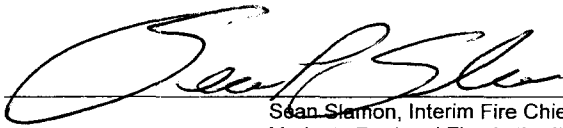
Name	Office
SBT Help Desk	525-4357 (HELP) or SBTHelpDesk@stancounty.com

Rates for services are reviewed annually and subject to change on July 1st, which is the start of the new fiscal year for Stanislaus County. Customers will be notified of any rate changes well in advance of the change becoming effective.

I, the undersigned, agree to the terms and conditions of this Agreement:

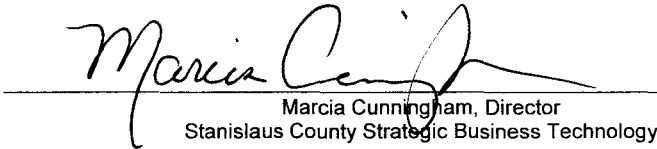
Signature or Electronic Authorization sent via email:

Date Approved:



Sean Slamon, Interim Fire Chief
Modesto Regional Fire Authority

6/23/14



Marcia Cunningham, Director
Stanislaus County Strategic Business Technology

6/23/14



Stanislaus County

801 11th Street, 4th Floor
 Modesto, California 95354
 Phone (209) 525-Help
 Fax (209) 567-4264

Strategic Business Technologies

DESCRIPTION OF SERVICE

Customer: Modesto Regional Fire Authority – Mobile Device Controls (MDCs)
Fund/Org: To be invoiced monthly
Title of Service: SBT Help Desk (Customer Support Center).
Effective Date: July 1, 2014 thru June 30, 2015

Description of Service:

Strategic Business Technology (SBT) offers a Help Desk for the benefit of our customers (Customer Support Center) from 8:00 AM to 5:00 PM Monday through Friday, except legal holidays. These hours can be extended by special arrangement. Problems with any one of the services contracted by Customers of SBT can be called into the SBT Help Desk for technical support. The SBT Help Desk will attempt to diagnose and resolve the problem over the telephone using available remote assistance technologies (if available). If the problem cannot be resolved initially, the SBT Help Desk will continue escalating the issue until it is resolved. We will monitor work orders to ensure resolution is completed as listed in the support response time section.

SBT originally quoted the Modesto Regional Fire Authority (MRFA) \$20,330.76 for thirty-seven (37) MDC devices:

	MOBILE	LAN DEVICES
Monthly Cost Per MDC	\$7.25	\$38.54
Number of MDCs	37	37
Total Monthly Cost	\$268.25	\$1,425.98
ANNUAL COST	\$3,219.00	\$17,111.76

SBT agrees to charge MRFA in Fiscal Year 2014-2015 the proposed total cost of \$20,330.76 for support to the MDCs. MRFA will receive a monthly Stanislaus County Invoice either by mail or electronically in the amount of \$1,694.23 for a total annual cost not to exceed \$20,330.76. Please note that if on-site assistance is needed, applicable mileage for travel to the Fire Stations will be charged @ \$0.56 per mile. If travel is needed within the city limits of the City of Modesto, travel will not be charged.

What is covered:

SBT Help Desk support covers problem resolution for standard software, standard hardware, and Internet connectivity.

After hours/weekend/Holidays are covered with an on-call person(s) and appropriate action taken to resolve the reported issue. (see Support Coverage and Hours for additional costs)

What is not covered:

1. SBT Help Desk support after hours and holidays unless specifically covered in the support coverage section.
2. This agreement does not include device support for any agency outside of the Modesto Regional Fire Agency. If support is needed for other agencies, cost for that support would be covered under separate agreement.
3. Any software license management, unless covered by separate SLA.
4. Support of non-standard hardware or software unless specifically covered within this SLA.
5. Mechanical issues with printers.
6. This agreement does not include a provision for SBT to make any purchases on behalf of the Customer for any equipment, software, subscriptions, and/or maintenance and support.

Responsibilities of SBT Help Desk:

1. Maintain a high level of customer service in a customer focused, responsive manner. Tracking and monitoring all requests, utilizing specialized software and following through to the customer upon completion. Proactively monitoring call status. Analyze call trends and make recommendations for improvements.
2. Quality Assurance testing on Software and standard desktop Images developed by SBT will be performed prior to implementing into a Production environment.

Responsibilities of Customer:

1. Immediately contact the SBT Help Desk to report any problems, questions, complaints, and desired support services.
2. Contact the SBT Help Desk three Days in advance of any special needs after hours, weekends, or holidays.
3. For PC Support, provide permission and access to install/maintain remote control software used by the SBT Help Desk to provide technical assistance, save customer's time and support costs.
4. Provide valid proof of license for all software installations.
5. Provide training to employees on applications as appropriate.

Support Response Time:

Strategic Business Technology will provide the following response time for the services defined as the time from the original call from the customer to a response from SBT as to when the issue will be resolved:

Service Description	Response Time
Standard MDC hardware	Within 2 hours of initial call

Support Contacts:

Name	Office
SBT Help Desk	525-Help

Support Coverage and Hours:

Services will be *subject to availability* depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

Description	Specifications	Charges
On-Site Visit Service, standard hours, weekdays	8:00 AM to 5:00 PM, Monday through Friday, phone contact services	mileage **
Extended Hours Service, weekdays	5:00 PM to 8:00 AM, Monday through Friday	\$102.00 per hour plus mileage **

Advanced Notice Required		
Extended Hours Service, weekends Advanced Notice Required	24 hours, Saturday and Sunday	\$102.00 per hour plus mileage **

** Current County mileage rate of \$0.56 ½ per mile. (Amount subject to change)

Performance Goals and Measurements:

These are defined as the service delivery times required by the Customer to insure their services remain at a high operational level. The delivery performance required by the Customer should be consistent with their own delivery needs.

Performance Goal	Measurement
Resolve 50% of the calls at First level Support	Quarterly Average reports

Review and Feedback Process:

If there is an issue with delivery, it is the responsibility of SBT to inform the Customer. Meetings will be held when necessary with Customer to review and agree upon the services and pricing for the services to be provided. The responsibilities of both SBT and the Customer will also be reviewed and agreed upon during each review.

Both parties must agree upon changes to the agreement in writing. There will be no new billing to the Customer without being previously agreed to at this meeting.

The agreement will require re-negotiation whenever there is a significant and sustained change in scope of the original agreement by either party. Neither party will be liable for delay or failure to perform their part of the agreement due to circumstances beyond their control. SBT will attempt to limit any adverse effect to clients due to unforeseen circumstances placed upon it.

A yearly review of this Service Level Agreement should be undertaken.

Invoiced Monthly for all expenditures.


I, the undersigned, agree to the terms and conditions of this Agreement:

Signature or Electronic Authorization sent via email:


Date Approved:


 Sean Slamon, Interim Fire Chief
 Modesto Regional Fire Authority

6/22/14


 Marcia Cunningham, Director
 Stanislaus County Strategic Business Technology

6/23/14


 Michael Pless, Senior System Engineer
 Stanislaus County Strategic Business Technology

7-1-14



**Stanislaus County
Modesto Regional Fire Authority
Strategic Business Technology**

801 11th Street, Ste 4100
Modesto, California 95354
Phone (209) 525-4357

Professional Support Services Agreement

Effective Period: July 1, 2014 - June 30, 2015

Terms:

Strategic Business Technology (SBT) will provide services and support for the Modesto Regional Fire Authority (MRFA) during the Fiscal Year 2014 – 2015, in the following areas:

Desktop/Tablets/Laptops
Printers/Scanners Networking
Email
Local Area Network (LAN)
Wide Area Network (WAN)
Internet/Intranet
Web Site (Official domain name ModestoRFA.org)

- Work for services covered under this agreement; additional hours may be negotiated through separate amendment as both need and budget dictate.
- SBT will bill the Modesto Regional Fire Authority a monthly flat rate amount of \$6,666.67 for services/support provided. Total annual cost of \$80,000.
- MRFA will receive a monthly Stanislaus County Invoice either by mail or electronically for \$6,666.67 each month.
- The Director of SBT will review the Professional Support Services agreement quarterly with the Fire Chief to ensure services and support needs are being met.
- The Director of SBT will meet annually with MRFA to discuss the next fiscal year's needs and requirements.

Services:

- SBT will assign a representative from the department who will serve as the primary contact for the coordination of MRFA Information Technology (IT) needs. This representative will attend MRFA IT status meetings.
- The SBT representative will review MRFA IT support status, issues, tasks, and communicate with SBT Management to ensure needs are being met in a timely manner.
- SBT will provide services and resources necessary to cover MRFA IT needs to the extent covered under this agreement.
- As services may require skill sets from infrastructure, server, desktop, and the development divisions, SBT will deploy staff with the appropriate level of experience to address particular support needs.
- Services may be provided onsite as needed at MRFA located at 3705 Oakdale Road, any one of the Modesto Fire Stations, Salida Fire Station, and the Regional Fire Training Center.
- SBT will report to MRFA any deficiencies in systems and/or equipment and take necessary steps to resolve the problems.
- SBT recognizes that MRFA may have unique, time sensitive requirements. If SBT staff with the necessary skills are onsite and available, they will be asked to address the issue(s).

Responsibilities of the Modesto Regional Fire Authority:

- MRFA will work with the SBT representative to establish priorities and needs.
- **Non-Emergency service requests:**
MRFA will call the SBT Help Desk to initiate request for services at 525-HELP (4357) or submit a work order request by email to SBTHelpDesk@stancounty.com. The SBT Help Desk is the communications hub for SBT services and must be informed of any issues in order to track

progress and resolve problems in a timely and satisfactory manner. Please do not contact SBT staff directly.

• **Emergency service request:**

Normal Business Hours: MRFA will call the SBT Help Desk to initiate request for services at 525-HELP (4357) and notify them of the emergency. SBT Help Desk will contact the appropriate individuals.

Off hours: MRFA will notify the primary IT contact and/or the SBT Director.

- MRFA will provide office space for the primary SBT representative.

Billing:

- MRFA will be invoiced monthly a flat rate amount of \$6,666.67, and annual cost are not to exceed \$80,000.
- Overtime will require authorization by MRFA and will be billed at 1.5 times the hourly billable rate.

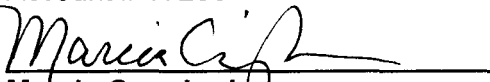
What is not covered:

- **Equipment or software purchases** - This agreement does not include a provision for SBT to make any purchases on behalf of the Customer for any equipment, software, subscriptions, and/or maintenance and support.
- **Other Regional Fire Agency Divisions** – Salida Fire is included under this agreement, but does not include support for any other regional fire agency divisions.
- **Special Servers** – This agreement does not include support for MRFA special servers (i.e. domain control, exchange, terminal, etc.) that may be supported under a separate agreement.
- **New projects** - New projects defined outside of the scope of Phase I and Phase II that were approved by the MRFA Board on May 23, 2012, Board Agenda # 5.3, will be billed separately for work performed at an hourly rate of \$68.00. All projects will have a project charter that will include a detailed project plan identifying tasks and time lines, overall scope of work. Projects will be reviewed and approved by MRFA prior to beginning work. MRFA will receive a separate Stanislaus County Invoice either by mail or electronically upon completion of project work .
- **Mobile Device Controls** – This agreement does not include the support of the Mobile Device Controls (MDCs) and the related NetMotion connection server, which are covered under separate agreements.
- **FireRMS Database Administration** – This agreement does not include the support of the FireRMS Database Administration, which is covered under separate agreement.
- **Telecommunication services** - This agreement does not include any Telecommunication services, including but not limited to cabling, landlines, VoIP, or other telephone services.

Strategic Business Technology:

Fund-Org: 5031-0048100

Account # 37250



Marcia Cunningham

Director

Strategic Business Technology

Modesto Regional Fire Authority:

Fund-Org: To be invoiced monthly



Sean Slamon

Interim Fire Chief

Modesto Regional Fire Authority



Stanislaus County

801 11th Street, Suite 4100
Modesto, California 95354
Phone (209) 525-4357
Fax (209) 567-4264

Strategic Business Technology

SERVICE LEVEL AGREEMENT

Customer: Modesto Regional Fire Authority - MRFA

Fund/Org: To be invoiced monthly

Title of Service: Server Hosting Service for the following servers

- Regional Fire NetMotion (MRFANM)
- Regional Fire Domain Controller (MRFADC1)
- Regional Fire Domain Controller (MRFADC2)
- Regional Fire Terminal Server (MRFATS1)
- Regional Fire Mail Server (MRFAMBX01)
- Regional Fire Mail Server (MRFACASHT01)
- Regional Fire Mail Server (MRFACASHT02)
- Regional Fire File Server which also contains printing, DB file for QuickBooks (MRFASF1)
- FireRMS ZOLL Server
- FireRMS ZOLL Terminal Server

Effective Date: July 1, 2014 through June 30, 2015

Description of Service:

Strategic Business Technology (SBT) will provide under agreement with each Customer a server hosting service. This document defines the terms of the agreement as well as the roles and responsibilities of SBT and the customer.

The annual cost for these ten (10) servers to be hosted is \$1,000.00 per year per server for a total of \$10,000.00 annually. MRFA will be invoiced the cost of \$83.33 per month per server or \$833.30 monthly.

In addition to the special server charge, there is a one-time charge for the annual maintenance and connectivity to support remote access to the ZOLL – Terminal Server, which is billed in July each year.

Service	Annual Cost	Quantity	Total
Terminal Services (Remote Access)	\$75.30 per unit	31	\$2,334.42
Total cost per year			\$2,334.42

SBT will manage for the customer:

- Network and connectivity issues; SBT will maintain the data network, including network switches, routers, and cabling required to provide the server a method to connect to SBT's data infrastructure
- Internet connectivity; SBT will provide (1) external (i.e. Internet-routable) IP address for your server. SBT will also provide the Internet connection method, a 90 Megabit connection to the Internet.

- Security; SBT will create rules through the County Internet Firewall to allow access to the Customer's server, based on the connection requirements defined by the Customer. Any changes in these rule sets initiated by either party must be communicated through the SBT Help Desk for tracking purposes. Other than those services specifically requested by the Customer, no access through the Firewall will be permitted.
- Maintaining and improving computer system integrity and security by applying Service Packs, updates and patches as frequently as necessary, and by providing up-to-date antivirus protection. See Appendix One Terms and Conditions

What is covered:

1. System installation in the SBT Data Center located at 3705 Oakdale Road in Modesto, CA. This will include physical installation into a rack, power, network, keyboard, video, and mouse connection.
2. IP address allocation and configuration.
3. Physical network connectivity on the County DMZ, and on a server subnet for internal management.
4. Account administration and management. SBT Engineers will manage account creation, modification and deletion for the Customer. Requests for Account administration must be handled through the SBT Help Desk. Timely notification of account changes (3 days in advance for new accounts, 2 hours for account deactivation/deletion) is appreciated.
5. Antivirus client installation and configuration. The cost of the antivirus software, plus appropriate license maintenance is included in the monthly cost to the Customer.
6. Data backup client installation and configuration. SBT conducts incremental backups Monday through Thursday, and full backups starting on Friday evening. The most current backup will be kept offsite at another County facility. SBT will work with the Customer to determine their specific backup requirements.
7. Testing. SBT will work with the Customer to ensure that the server is communicating properly and is accessible from the Internet, as well as internally.
8. Maintenance and management. Once the server is properly deployed, SBT will continue to monitor the server for performance and security issues. If a problem arises, SBT staff will notify the Customer and either hand the problem off to the Customer to resolve, or, resolve the problem directly. As every situation is different, it is impossible to define in advance every possible contingency. SBT will, with the Customer's participation work to resolve any issues. SBT can manage Operating System and Application patching for the Customer on a biweekly basis, and as requested. See Appendix One Terms and Conditions for details.
9. After hours support. SBT Engineers are on-call 24 hours a day, 365 days a year to resolve mission-critical problems.
10. Appropriate access to the OES network and the FireRMS terminal server.

What is not covered:

1. **Equipment or software purchase. This SLA does not include a provision for SBT to make any purchases on behalf of the Customer. MRFA will be required to maintain the necessary annual maintenance and support renewals for all software, including but not limited to CommVault, Cryoserver, McAfee, and VMWare.**
2. **Software license management. The Customer is solely responsible for ensuring that they comply with Copyright laws as they apply to computer software. Any legal issues will be the responsibility of the Customer.**
3. **SBT does not provide Continuity of Operations Planning (COOP) or provide disaster recovery relocation efforts for systems covered under SLA unless specifically stated. Each department is responsible for their IT sections of their COOP plan unless specifically**

contracted with SBT to do so. SBT will work with customers in event of disaster and relocation, but priority will be given to core servers and network services affecting the most users and/or the public.

4. Application upgrades may be subject to additional charges determined by SBT engineers. Small application patches and hot fixes may be included at no charge, but major version upgrades/updates will be reviewed by SBT to determine if a project charter and additional project charges apply.
5. This agreement does not include support for a Blackberry Enterprise Server.

Responsibilities of Strategic Business Technology:

1. SBT will give priority to Customers with whom we have a SLA for the appropriate service.
2. SBT will handle customer request for service and trouble tickets in a timely manner.
3. SBT staff will work diligently in resolving Customer issues and will conduct themselves in a professional manner at all times.
4. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer can stay informed of the status of their request or issue at the Customer's convenience.
5. SBT staff is constantly working to improve their knowledge of systems and technologies. SBT staff will remain current and well informed.

Responsibilities of the Customer:

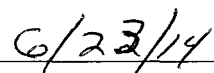
1. MRFA will need to charge the external agencies directly for the thirty-one (31) users that are remotely accessing the FireRMS server.
2. The Customer will manage account creation, including any accounts required for SBT staff and systems to be able to provide the services outlined in this Agreement.
3. The Customer will manage the server application and its content.
4. The Customer will submit any service requests through the SBT Help Desk for tracking and handling of the request.


I, the undersigned, agree to the terms and conditions of this Agreement:

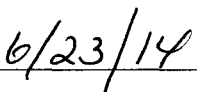
Electronic Authorization sent via email:

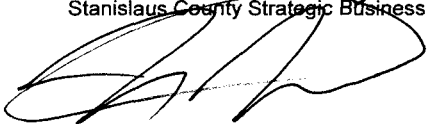
Date Approved:

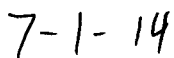

Sean Slamon, Interim Fire Chief
Modesto Regional Fire Authority


6/23/14


Marcia Cunningham, Director
Stanislaus County Strategic Business Technology


6/23/14


Michael Pless, Sr. Systems Engineer
Stanislaus County Strategic Business Technology


7-1-14

APPENDIX ONE TERMS AND CONDITIONS

Antivirus and system patches:

SBT staff will take responsibility for installing, configuring, and maintaining antivirus software on the Customer's server. SBT staff always performs limited testing of new antivirus updates. However, the possibility exists that an antivirus update could cause performance issues or even data loss to the Customer's server. In that unlikely condition, SBT staff will notify the Customer and work with the Customer toward a satisfactory resolution. SBT cannot accept any financial responsibility for repercussions in such an eventuality. SBT will provide antivirus updates in a best effort manner, with no guarantees expressed or implied about the efficacy of that protection.

SBT will undertake, if the Customer so requests, routine Operating System patching. SBT performs system patches on a bi-weekly basis. This maintenance normally occurs on the evenings of scheduled County pay days. As application of these updates frequently require a system restart, some minimal downtime can be expected; usually on the order of 5 minutes. SBT staff always perform limited testing of new system updates. However, the possibility exists that a system update could cause performance issues or even data loss to the Customer's server. In that unlikely condition, SBT staff will notify the Customer and work with the Customer toward a satisfactory resolution. SBT cannot accept any financial responsibility for repercussions in such an eventuality. SBT will provide system patching in a best effort manner, with no guarantees expressed or implied about the efficacy of that protection.

Firewall protection and vulnerability scanning

SBT maintains the County Internet Firewall. Servers hosted by SBT have all traffic bound for them filtered by the Firewall and only permits traffic through that matches the requirements outlined by the Customer. All traffic that is permitted through is logged by SBT. By signing this agreement, the Customer consents to allowing SBT to log this activity.

SBT performs vulnerability assessments weekly of all systems in the SBT server room. The results of these weekly scans can be made available to the Customer. Unless where specifically agreed upon (e.g. as part of system updating described in this Agreement), it is the Customer's responsibility, in conjunction with Strategic Business Technology, to correct these vulnerabilities or make the determination that the vulnerability does not present a genuine threat.

Threats

SBT maintains a strict policy of risk mitigation by blocking access to any devices determined to be infected with a virus or trojan, compromised by outside entities, or otherwise deemed to be a threat to the network. If SBT determines that the Customer's server poses a threat due to any of these issues, SBT will block all access to the device and contact the Customer to facilitate resolution. Unfortunately, the nature of many of these types of system intrusion are such that even allowing the device to remain connected for a few minutes can cause denial of access to many other systems, and therefore SBT can not afford to wait for the Customer's permission before taking this type of action. With appropriate administration of patches and updates, and by taking reasonable security countermeasures, the likelihood of such infections/intrusions should be slight. By signing this Agreement, the Customer agrees that SBT has the right to exercise such access blocking in the event that SBT determines that a threat exists.



Stanislaus County

Strategic Business Technology

801 11th Street, 4th Floor
Modesto, California 95354
Phone (209) 525-Help
Fax (209) 567-4264

SERVICE LEVEL AGREEMENT

Customer(s): Fire Prevention _ FireRMS

Fund/Org: To be invoiced monthly

Title of Service: Shared Database Hosting/Administration and Shared Server Hosting/Administration

- Application Name – **FireRMS**
- Database Platform – SQL 2005
- Database Name – FireRMS
- Database Server – FireRMS

Effective Date: July 1, 2014 through June 30, 2015

DESCRIPTION OF SERVICE

Strategic Business Technology (SBT) will provide services and support to the Customer(s) including, database hosting and administration, and server hosting and administration. The annual cost for these services will be \$5,000.00 per year or \$416.67 per month.

WHAT IS COVERED

Database Hosting and Administration -

- SBT will host and administer databases on the following platform:
 - Microsoft SQL
- SBT will administer user account creation, modification, and deletion for the Customer. All requests for account administration shall be submitted to the SBT Help Desk. New user account creation shall be completed within five (5) working days.
- SBT will review user roles and accounts on a regular basis.
- SBT will create and maintain backup sets, including full backup and logs, with the ability to provide point in time recoveries.
- Once deployed, SBT will monitor the database for performance and security issues. If a problem arises, SBT staff will notify the Customer immediately and work with the Customer to resolve the issue.
- SBT will review server logs as necessary, research errors listed and resolve technical problems, defragment hard drives, and tune queries on a regular basis.
- SBT will review software update release notes, install database software updates twice a year, and troubleshoot any issues that may arise.
- Major software upgrades will be discussed and planned with the Customer to determine the scope of work and whether additional service charges will apply. Major software upgrades would be done only one (1) time a year. In the software upgrade planning process, the Customer(s) will be informed of any potential downtime or need for testing the new configuration. A separate project charter for services may be applicable.

- Database administration services will be provided during County identified standard business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. Services will be *subject to availability* depending on County approved holidays, weekends, and scheduling issues that are beyond our control.

Server Hosting and Administration -

- Restricted Access to the Database – Other parties or agencies shall not access or change the database without notification and coordinator with SBT.
- Complete management of the server(s) on which database and application is installed. This includes:
 - Hardware Maintenance
 - Operating System upgrades and patches
 - Antivirus protection
 - Security assessments
- Network and connectivity issues; SBT will maintain the data network, including network switches, routers, and cabling required to provide the server a method to connect to SBT's data infrastructure
- Internet connectivity; SBT will provide (1) external (i.e. Internet-routable) IP address for your server. SBT will also provide the Internet connection method, currently a 90 Megabit connection to the Internet.
- Security; SBT will create rules through the County Internet Firewall to allow access to the Customer's server, based on the connection requirements defined by the Customer. Any changes in these rule sets initiated by either party must be communicated through the SBT Help Desk for tracking purposes. Other than those services specifically requested by the Customer, no access through the Firewall will be permitted.
- Maintaining and improving computer system integrity and security by applying Service Packs, updates and patches as frequently as necessary, and by providing up-to-date antivirus protection. See Appendix One Terms and Conditions

WHAT IS NOT COVERED

1. Equipment or software purchases. This SLA does not include a provision for SBT to make any purchases on behalf of the Customer(s).
2. Replacement of FireRMS Server. The expected life of the FireRMS server is five (5) years. At which time, the server hardware will be out of warranty and will require replacement. It will be the responsibility of the Modesto Regional Fire Authority to secure funding from the various participating fire agencies to pay for the replacement of the server in 2016. Estimated cost for replacement is \$9,500.
3. Software license management. The Customer(s) is solely responsible for ensuring that they comply with Copyright laws as they apply to computer software. Any legal issues will be the responsibility of the Customer(s).
4. Services outside the scope of this agreement. Only upon prior written approval by the Customer(s) will SBT provide or charge for services beyond those stated in this agreement. Services outside the scope of this agreement will be handled through the SBT Help Desk or by special agreement (i.e. Project charter) with SBT Administration. Additional services may be charged either on a time and materials basis or a specific contractual basis.

RESPONSIBILITIES OF STRATEGIC BUSINESS TECHNOLOGY

1. SBT will give priority to Customer(s) who have a SLA for designated service.

2. SBT will handle Customer(s) requests for service and trouble tickets in a timely manner.
3. SBT staff will work diligently in resolving Customer(s) issues.
4. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer(s) are informed of the status of their request(s) or issue(s) at their convenience. Significant problems will be communicated to Customer(s).
5. SBT staff will provide continuous updates to the SBT Help Desk so that the Customer can stay informed of the status of their request or issue at the Customer's convenience.
6. SBT staff is constantly working to improve their knowledge of systems and technologies. SBT staff will remain current and well informed.

RESPONSIBILITIES OF THE CUSTOMER(S)

1. **MRFA will need to charge the external agencies directly for the thirty-one (31) users that are remotely accessing the FireRMS server.**
2. The Customer(s) has the responsibility to initiate any Requests for Service and to report system problems to the SBT Help Desk at 525-HELP (4357). The SBT Helpdesk is the communications hub for SBT services and must be informed of any issues in order to track progress and resolve problems in a timely and satisfactory manner.
3. The Customer(s) should notify the SBT Help Desk three (3) working days in advance of any special needs that will be required over weekends, holiday periods, or at night. It is understood that emergency situations may not meet this criteria. After hours wages may be billed to the Customer(s).
4. The Customer(s) must notify the SBT Help Desk of critical problems or Requests for Service to assist SBT staff to correctly prioritize response and track current and historical issues.
5. The Customer(s) shall provide training to their own employees on applications as appropriate.
6. The Customer(s) shall provide SBT staff advance notification if a significant increase in user activity or data access is anticipated or planned.

REQUIRED HOURS OF AVAILABILITY

- SBT application, database, and server support staff are available during normal business hours of 7:30 a.m. - 5 p.m. Monday through Friday.
- SBT application and database support staff can be made available outside of these hours with adequate notice as defined above. After hours wages may be billed to the Customer(s).
- SBT server support staff are on-call 24 hours a day, 365 days a year to resolve mission-critical problems.

SUPPORT RESPONSE TIME

- Support and services are available by calling the SBT Help Desk at 525-HELP (4357), or send an email to SBTHelpDesk@stancounty.com.
- SBT must give priority to customers with whom we have a SLA for designated services.
- SBT will handle customer requests for service in timely manner.
- SBT will work diligently in resolving customer issues.
- Any special requirements that the Customer may have that necessitate after-hours support will be negotiated.

REVIEW AND FEEDBACK PROCESS

If there is an issue with delivery of service or support, it is the responsibility of SBT to inform the Customer(s). Meetings will be held when necessary with the Customer(s), and project team if

needed, to review and agree upon the services and pricing for the services to be provided. The responsibilities of SBT and the Customer(s) will also be reviewed and agreed upon.

Any modifications to the SLA need to be agreed to in writing by all parties to the agreement. There will be no additional billing to any Customer(s) unless previous arrangement with the Customer(s) has been made either by a Request for Service, specific Project Charter or amendment to this agreement.

The agreement may require re-negotiation whenever there is a significant and sustained change in scope of the original agreement by either party. Neither party will be liable for delay or failure to perform their part of the agreement due to circumstances beyond their control. Strategic Business Technology will attempt to limit any adverse effect to Customer(s) due to unforeseen circumstances.

This agreement shall be reviewed by SBT and Customer(s) annually.

SIGNATURES

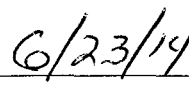
I, the undersigned, agree to the terms and conditions of this Agreement:


Electronic Authorization sent via email:

Date Approved:

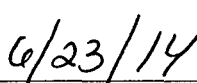


Sean Slamon, Interim Fire Chief
Modesto Regional Fire Authority





Marcia Cunningham, Director
Stanislaus County Strategic Business Technology



AGREEMENT FOR USE OF COUNTY VEHICLES

This Agreement for use of County Vehicles (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and the City of Modesto ("City") on June 10, 2014.

Introduction

A. The City of Modesto, Salida Fire Protection District and County of Stanislaus formed the Modesto Regional Fire Authority ("MRFA"), a joint powers authority, for the purpose of providing regional emergency services

B. The member agencies of MRFA have mutually agreed to terminate the MRFA joint powers authority, wind up the affairs of MRFA, and transition to a broader collaborative model for providing fire and emergency services.

C. MRFA utilizes certain County-owned vehicles and the City has a need to continue use of those vehicles identified in Exhibit A to this Agreement (the "Vehicles") while it transitions to a city fire department, and the County is willing to allow the City continued use of the Vehicles on an interim basis on the terms and conditions set forth in this Agreement while it diligently pursues acquisition of its own vehicles.

Terms and Conditions

1. The County will allow the City to continue use of available Vehicles listed in Exhibit A, for a 6-month period from July 1, 2014 through December 31, 2014.

2. As services are transitioned back to the Fire Warden/OES Division over the next 6-months, the County periodically throughout the transition period will need Vehicles to be returned to County use, as identified by the County. When that occurs, the County shall send notice to the City of its request, allowing 30-days for the City to return the Vehicle or Vehicles.

3. The City may discontinue use of one or more of the Vehicles, and return to the County any Vehicle or Vehicles no longer needed by the City at any time during the term of this Agreement.

4. City agrees that County has no control over the manner in which the Vehicles is operated during the term of this Agreement by City or any third party that City implicitly or explicitly permits. City warrants that: (a) prior to each use, City has or will inspect the Vehicles to confirm that it is in good condition, without defects, includes readable decals and is suitable for City's intended use; (b) City shall immediately notify County if the Vehicles is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (c) City has received from County all information needed or requested regarding the operation of the Vehicles; (d) County is not responsible for providing operator or other training unless City specifically requests in writing and County agrees to provide such training (City being responsible to obtain all training that City desires prior to use of the Vehicles); (e) only authorized individuals shall use and operate the Vehicles ("authorized individuals" being those who are properly trained to use the Vehicles and who are not under the influence of drugs or alcohol or otherwise impaired); (f) the City will use the Vehicles in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Vehicles and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; (g) the Vehicles shall not be used to travel outside of the County beyond 60 road miles; and (h) the Vehicles shall be kept in a secure location.

5. City shall not (a) alter or cover up or remove any decals or insignia that has any

operational or safety instructions; (b) assign its rights under this Contract; (c) use the Vehicles in a negligent, illegal, unauthorized or abusive manner, nor allow the use of the Vehicles by any unauthorized individual (City acknowledging that the Vehicles may be dangerous if used improperly or by untrained parties).

6. City shall perform routine maintenance on the Vehicles, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. City shall pay the full cost of repairs until the repairs are completed. County has no responsibility during the period of use by the City to inspect or perform any maintenance or repairs on the Vehicles. County has the right to enter and inspect the Vehicles wherever located. City has the authority to and hereby grants County the right to enter the physical location of the Vehicles for the purposes set forth herein.

7. County does not design or manufacture the Vehicles and is not the agent of the party(ies) that do. County disclaims all representations and warranties, express or implied, with respect to the Vehicles, including a Vehicle's durability, condition, merchantability, or fitness for any particular purpose. City acknowledges acceptance of the Vehicles on an "as is, where is" basis, with "all faults" and without any recourse whatsoever against County. City assumes all risks associated with the Vehicles and releases County from all liabilities and damages (including lost profits, personal injury, and special, incidental and consequential damages) in any way connected with the Vehicles, including the operation or use of any Vehicle or any defect or failure of a Vehicle.

8. To the fullest extent permitted by law, City indemnifies, releases, holds county harmless and at county's request, defends county (with counsel approved by county), from and against all liabilities, claims, losses, damages, and expenses (including attorney's fees and expenses) however arising or incurred, related to any incident, damage to property, injury to,

or death of, any person or contamination or alleged contamination, or violation of law or regulation caused by or connected with (i) the use, possession or control of the Vehicles during the period of this Agreement or (ii) breach of this contract, whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. City's indemnity obligations shall survive the expiration or termination of this Agreement.

9. During the term of this Agreement, and until the Vehicles are returned to the County, City shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for City's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Vehicles, in an amount at least equal to the value thereof; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b). Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name the County of Stanislaus, and its officers, directors, officials, agents, employees and volunteers, as an additional insured (including an additional insured endorsement) and loss payee, and provide for County to receive at least 30 days prior written notice of any cancellation or material change. City shall provide County with certificates of insurance evidencing the coverages required above. To the extent County carries any insurance, County's insurance will be considered excess insurance. The insurance required herein does not relieve City of its responsibilities, indemnification or other obligations provided herein, or for which City may be liable by law or otherwise.

10. The term of this Agreement shall be from the July 1, 2014 through December 31, 2014. This Agreement will automatically terminate upon return of all Vehicles to the County, provided, however, the indemnity provision in Section 7 of this Agreement will remain

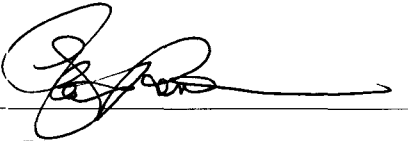
an obligation of the City after termination of this Agreement.

11. At the end of the term of this Agreement, or upon termination of this Agreement, the Vehicles shall be returned to the County in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the fire and emergency services industry.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date first above written.

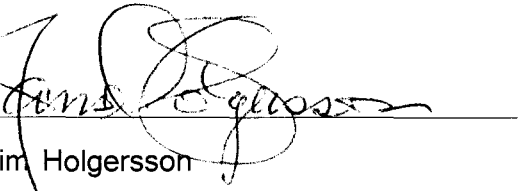
--- Signatures on Following Page ---

COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer

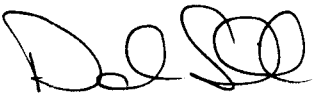
"County"

CITY OF MODESTO

By: 
Jim Holgersson
Interim City Manager

"City"

APPROVED AS TO CONTENT:

By: 
Dale Skiles
Fire Warden

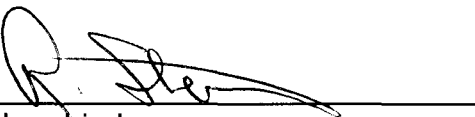
APPROVED AS TO CONTENT:
Modesto Fire Department

By: 
Sean Slamon
Fire Chief

APPROVED AS TO FORM:

By: 
John P. Doering
County Counsel

APPROVED AS TO FORM:

By: 
Adam Lindgren
City Attorney

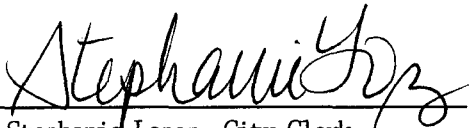
ATTEST: 
Stephanie Lopez, City Clerk
Resolution 2014-235, June 10, 2014

EXHIBIT A

LIST OF COUNTY-OWNED VEHICLES USED BY THE CITY OF MODESTO

No.	Vehicle License No.	Vehicle Identification No.	Description of Vehicle (Make/Model)
1	CA-1117280	02-36	2002 Chevrolet Tahoe
2	CA-1260622	07-82	2007 Chevrolet Tahoe
3	CA-1260633	07-96	2007 Chevrolet Tahoe
4	CA-1300008	07-123	2007 Chevrolet Tahoe
5	CA-1246466	06-52	2006 Chevrolet C1500
6	CA-1272353	08-43	2008 Ford Expedition
7	CA-1260619	07-80	2007 Chevrolet Tahoe
8	CA-1230100	CP-1	2005 Chevrolet 4500

**OFFICE OF EMERGENCY SERVICES & OFFICE OF THE FIRE WARDEN
STAFFING RECOMMENDATIONS EFFECTIVE JULY 1, 2014**

DEPARTMENT	BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Chief Executive Office	Office of Emergency Services	1	11306	Deputy Fire Warden/Deputy Director OES	Restore unfunded position	Restore position
	County Fire Service Fund	1	NEW	Deputy Fire Warden/Deputy Director OES	Add new position	Deputy Fire Warden/Deputy Director OES
		-1	11579	Manager III-Safety	Unfund vacant position	Unfund position
		1	11587	Fire Prevention Specialist II	Restore unfunded position/Reclassify upward	Fire Prevention Specialist III
		2	NEW	Fire Prevention Specialist II	Add new positions	Fire Prevention Specialist II
		1	NEW	Sr. Systems Engineer	Add new position	Sr. Systems Engineer
CHANGES TO POSITION ALLOCATION REPORT		5				
TOTAL CURRENT AUTHORIZED POSITIONS		3,945				
Restore Unfunded Position		2				
Add New Positions		4				
Unfund Vacant Position		-1				
RECOMMENDED AUTHORIZED POSITIONS		3,950				

**AGREEMENT BETWEEN
SALIDA FIRE PROTECTION DISTRICT
AND
CITY OF MODESTO
REGARDING FIRE AND EMERGENCY
RESPONSE SERVICES**

This AGREEMENT is made and entered into this 10th day of June 2014 by and between the Salida Fire Protection District, an independent special district governed by the Fire Protection District Law of 1987 (Health and Safety Code Section 13800 *et seq.*; the "Act") (DISTRICT), and the City of Modesto, a charter city, (CITY), through the Modesto Fire Department (MFD).

Recitals.

WHEREAS, the District, the City, and County of Stanislaus (collectively the "Members") entered into the Modesto Regional Fire Authority ("MRFA") Joint Powers Agreement ("JPA") on January 17, 2011; and,

WHEREAS, the Members have subsequently determined that MRFA should be terminated; and,

WHEREAS, this Agreement is entered into as part of the dissolution of MRFA consistent with the JPA.

NOW, THEREFORE, the Salida Fire Protection District desires to enter into this Agreement for stated services at the identified cost of \$102,500 per month effective July 1, 2014.

Section 1. Agreement Term.

The term of this Agreement shall be from July 1, 2014 through December 31, 2014. The District and City may extend the term through June 30, 2015 through an agreement as provided in Agreement section 8.b.

Section 2. Scope of Services.

Within the boundaries of the District, MFD shall provide and be fully responsible for the following services, and those areas described in District Automatic Aid Agreements.

a. Incident Response.

1. General Service Criteria.

A. Response Area.

MFD shall provide fire and emergency services to all areas within the District.

B. Station Location/Staffing

- Salida Station No. 12 4820 Salida Blvd
- Salida Station No. 13 1330 Ladd Road
- Salida Station No. 14 5551 Ciccarelli Road

Within the District boundaries, MFD will maintain a minimum staffing level of a three (3) person engine company per shift. Each company shall consist of 1 Captain and 1 Engineer and one (1) Firefighter. In the absence of ranked positions, personnel working “out-of-class” (acting/relief) will be used.

The City operates all apparatus with a minimum of three (3) person staffing, consistent with the current MOU with the Modesto City Firefighters Association. Salida agrees to fund three (3) Captains and three (3) Engineers.

MFD will provide appropriate back-up coverage to ensure that the District has adequate response capability in the event of an incident.

C. Response Criteria.

This agreement embraces the “shared-resources” and “boundary-drop” concepts, which are identified as an expanded Automatic Aid Agreement. Automatic Aid is defined as the dispatch of fire, emergency medical, rescue and other emergency response resources to an emergency incident based on the availability of the closest agency resource regardless of political jurisdiction or boundaries, in concert with an approved Operational Area Plan. It is further defined as the dispatch of fire, emergency medical, rescue and other emergency response resources to an emergency incident

based on the availability of the closet resource regardless of political jurisdiction or boundaries, and is in concert with an approved Operational Area Plan.

MFD shall meet the established response time goals defined by the District (included as Appendix "A"). In the event MFD does not meet District response times, then the MFD Fire Chief and the District Fire Chief shall confer as often as required to ensure that District response times are achieved.

D. Chief Officer Coverage.

Any Chief Officer shall meet all state and federal requirements and follow MFD standards and procedures related to command, control, and emergency operations.

E. Utilization of Personnel, Apparatus and Equipment outside of the District.

Automatic Aid Plans, Mutual Aid Plans, Borderless Response Plans, and any other plans utilizing personnel, apparatus, and equipment shall be conveyed in writing to the District Fire Chief prior to implementation.

F. Fire Service Obligations to Other Governmental Agencies.

MFD shall provide services to meet the District's obligations with respect to mutual aid in accordance with day-to-day mutual/auto aid plans, and all appropriate State of California interagency service agreements. MFD shall support expanded mutual aid, automatic aid and mutual response areas with other fire agencies adjacent to the District.

The District Fire Chief shall authorize in advance the use of any District apparatus or equipment planning to be utilized in support of the California master mutual aid program. If District resources are dispatched out of the area, MFD agrees to backfill and or cover with like-type and kind resources.

In the event of an approved mutual aid request involving District apparatus (requires approval of District and MFD chief if MFD personnel are used), MFD shall be reimbursed for all

personnel costs. Reimbursement related to District equipment, including hourly rates and administrative cost, will be reimbursed to the District.

Only MFD personnel will staff apparatus on a CFAA Mutual Aid request, based on MFD salary rates provided in the annual salary survey.

2. Fire and Emergency Services.

Services shall be provided in accordance with the Act, and implementing agreements.

Supported services include:

- Fire suppression operations (Urban, suburban, rural, wildland)
- Emergency medical services (BLS level)
- Rescue operations
- Special Operations (Hazardous materials and technical rescue)

All personnel assigned to District fire stations and apparatus shall be certified and qualified to perform fire and life safety operations necessary to serve the District.

MFD will provide personnel trained at a minimum of the Firefighter I level including EMT, Hazmat FRO, and the awareness level for technical rescue.

b. Dispatch Service.

Stanislaus Regional 911, a joint powers authority, supplies dispatch services to the District. The cost of such services shall be the responsibility of the District.

Only authorized and approved frequencies shall be used in the District.

c. Community Education.

1. Fire Prevention and Safety Programs.

Recognizing that the curriculum may be different, MFD will support the planning and development of fire prevention and safety education training programs for schools, businesses, community associations, child care providers and other members of the community consistent with the level of service provided in the City. Programs to be provided by MFD shall be mutually agreed to by the MFD Fire Chief and District Fire Chief. All required materials will be provided by the District.

2. Miscellaneous.

MFD shall respond to specific requests from the community including, but not limited to Fire Station Tours and Ride-alongs.

d. Fire Prevention.

MFD will make reasonable efforts to facilitate and assure fire and life safety within the district. MFD will comply with the District's most recently adopted fire code.

MFD shall work with the District Fire Chief and the Stanislaus County Fire Prevention Bureau toward fire and life safety.

1. Pre-fire Planning.

MFD will perform pre-fire planning services which include map and detail page creation and updates. Response maps and detail pages for the District that include alternate and on-site water supplies shall be maintained on a routine basis, based on District standards.

2. Weed Abatement.

MFD will support the provisions of the County's Weed Abatement Ordinance.

3. Arson Investigation Service.

Fire investigation services shall be supplied under separate agreement through Stanislaus County.

e. Administration.

1. Contract Administration.

The MFD Fire Chief, or his or her designated representative, shall represent MFD in all matters pertaining to the administration of this Agreement.

The District Board of Directors shall designate the District Fire Chief, or his or her designated representative, to represent the District in all matters pertaining to the administration of this Agreement.

The parties recognize the need to continue to collaborate to administer this Agreement, including meeting upon request to explore opportunities for greater efficiencies. Accordingly, the parties desire to set forth a process for reaching agreement on mutually acceptable modifications to this Agreement with regard to service delivery standards and material changes to the budget.

The District and City of Modesto will formally notify one another prior to a change and/or modification. Said notification shall provide adequate time for the other party to provide comment, express concerns and to allow for agreement on the aforementioned changes and modifications.

2. Notification of Operational Concerns.

MFD will promptly notify the District Fire Chief or designee of the following events occurring within the District.

- Any fire in excess of two alarms;
- Any fire fatality;
- Major hazardous materials response;
- Serious response-related injury to any firefighter responding to service within the District;
- Any incident resulting in the closure of a business, evacuation of large numbers of citizens, or the displacement of any persons from their home for more than 24 hours; and
- Any accident and/or damage to District facilities, apparatus, or equipment.

3. Community Events.

MFD will participate in the planning and implementation of community activities.

4. Reports and Records.

A. Records related to providing services to the District under the terms of this Agreement shall be the property of both the District and the City.

B. MFD will support sufficient records to enable the District to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement and as such services relate to performance obligations which are provided for in other agreements which the District has or may enter into (e.g., NFIRS, OSHA Industrial Injuries, etc.)

C. MFD will maintain sufficient financial records related to the performance of services under this contract to enable the District to seek financial reimbursement for disaster response, hazardous material and other incident response for which the District may be eligible for reimbursement.

D. MFD will provide to District Fire Chief financial reports, reasonably available, related to District matters requested by the District Board of Directors or District Fire Chief.

5. Fire Complaints and Requests for Service.

A. MFD shall inform the District Fire Chief of any and all complaints regarding the provision of services to the District by MFD.

B. MFD shall reasonably accommodate requests for service from the community. Requests for service, which are not included within the scope of this Agreement, shall be provided by MFD subject to mutual agreement by MFD and the District.

6. Local Identity.

It is important that the communities being served (the Salida, Del Rio, Wood Colony county areas) closely identify with the provision of fire services as a District provided service. The District may determine how their facilities and apparatus are identified. MFD personnel shall wear approved MFD uniforms.

Section 3. Facilities.

a. Buildings and Real Property.

1. Use of District Fire Station No. 12, 13, and 14.

District will provide MFD use of the District-owned facilities. These fire stations may be utilized to provide services to the District under the terms of this Agreement

The following list outlines the use at the time in which the Agreement was executed;

- Fire Station No. 12 - 4820 Salida Blvd,
 - Temporarily unstaffed due to the road construction project underway at Broadway and Hwy 99.
 - Currently housing one rescue unit, a mobile command post, water rescue boat and tow vehicle, training support trailer, and a confined space response trailer.
- Fire Station No. 13 - 1330 Ladd Road,
 - Being utilized as a supply and maintenance facility
- Fire Station No. 14 - 5551 Ciccarelli Road.
 - Staffed with one company housing one Type-1 engine, one Type-III engine, and a water tender

Staffing shall be relocated from Fire Station No. 14 to 12 when requested and approved by the District.

Fire Station No. 13 will no longer be used as a maintenance and stores facility by MFD.

Approval to permanently (greater than 24 hours) position, move and or house personnel at a different fire station shall be the responsibility of the District.

In the event MFD utilizes District facilities to provide services over and above normal operations, MFD shall reimburse the District for the cost of providing such facilities/equipment as mutually agreed upon by the District Fire Chief and MFD Fire Chief.

Responsibility for maintenance of the building and grounds are as set forth below.

A. District Responsibility.

The District shall be responsible for grounds maintenance, building repairs, painting, major carpet/floor cleaning, pest control, water softener, fuel tank maintenance, utilities, phone service, and fire alarm service. The scheduling of repairs shall be coordinated between the MFD Fire Chief and District Fire Chief and or designees. Damage caused by the negligence or intentional conduct of the District or its employees shall be the responsibility of the District at no additional cost to MFD.

B. MFD Responsibility.

MFD shall be responsible for day-to-day cleaning, light maintenance of the facilities and grounds, and supplies to perform said duties. Examples include, but not limited to, replacement of light bulbs, routine gardening duties, and cleanliness of site and structures. MFD shall have no responsibility for maintaining public liability and property damage insurance for District-owned fire stations. Damage caused by the negligence or intentional conduct of MFD or its employees shall be the responsibility of MFD at no additional cost to the District.

C. Return Upon Termination.

Upon termination of this Agreement, MFD will return the buildings and real property to the District with a reasonable and expected wear and tear.

b. Apparatus/Equipment.

1. Inventory.

MFD shall assist the District in maintaining an inventory of District apparatus and equipment.

Inventory as of July 1, 2014:

- 2007 Chevrolet Silverado CA-1260630
- 2005 Chevrolet 4500 (CP-1) CA-1230100
- 2005 Featherlite Trailer (CP-1) CA-1250702
- 2000 Pierce Type-I Engine CA-1057561
- 2000 Pierce Type-I Engine CA-1057562
- 2012 Pierce Type-I Engine CA-1409780
- 2010 Pierce Type-III Engine CA-1330530
- 1996 International Water Tender CA-E036057
- 1997 Ford Type-XI Engine CA-E054614
- 1990 Ford Rescue CA-E283281

2. Use of Apparatus and Equipment.

The District will provide MFD use of District-owned apparatus and equipment as identified above for performance of services to the District under this Agreement. All District-owned apparatus and vehicles will be housed at District fire stations. The District may purchase new equipment and apparatus, as necessary in order to maintain adequate service levels and to ensure safe working conditions. The District will be responsible for maintaining registration and licensing of District-owned apparatus.

3. Normal Operating Costs, Maintenance and Repair.

The normal operating items shall be provided by MFD for all apparatus and equipment used in providing stated services, which includes things such as fuel, oil and items of routine use. The maintenance and repair of equipment (inventory not classified as rolling stock) shall be the responsibility of MFD.

The District shall repair and maintain apparatus (rolling stock) to appropriate and applicable fire service standards at its expense. A maintenance program shall be performed as outlined by the District.

The District shall be responsible for all other repairs requiring the apparatus to be taken “out-of-service” for any period of time.

MFD shall maintain daily logs and reports on all apparatus and equipment. MFD will provide for day-to-day minor repairs such as the replacement of a light bulb. A reserve apparatus will be placed in service as soon as possible if a frontline apparatus is to be out-of-service for an extended period of time whereas the response provisions in this Agreement cannot be met.

4. Apparatus and Equipment Replacement.

District shall bear all costs to replace apparatus and major equipment and may create such reserves for depreciation as may be necessary and prudent for replacement of apparatus and major equipment.

5. Deletion or Addition of Apparatus and Equipment.

Upon agreement between the District Fire Chief and MFD Fire Chief, individual pieces of apparatus and equipment may be deleted from the inventory available to MFD for performance of services under this Agreement or new apparatus and equipment may be added to such inventory.

6. Return Upon Termination.

Upon termination of this Agreement, MFD will deliver to the District all District-owned equipment and apparatus forthwith in good and serviceable condition.

Section 4. Cost of Services.

a. Payment for Services.

1. Method of Billing and Payment.

The District will pay the City \$102,500 per calendar month of incident response duty performed, paid on a monthly schedule. If such monthly payments are not received by the City within thirty (30) days, the City shall be entitled to recover interest at the legal rate on the outstanding payment amount.

Section 5. Personnel.

a. MFD Personnel

1. The District shall not be liable for the direct payment of any salary, wages, or other compensation to MFD personnel performing services hereunder for the District, or any liability other than that provided in this Agreement. The District shall not be directly liable for compensation or indemnity to any MFD employee for injury or sickness arising out of his/her employment, except as part of the District's payment of indirect costs to the MFD.
2. MFD shall support all personnel with personal protective equipment meeting compliance for the duties assigned.

b. Reserves

1. MFD shall support the District's volunteer/reserve program by providing training and utilization of personnel on incident responses and community prevention/education.
2. Costs associated with volunteer/reserves will be borne by the District. Scheduled training for the volunteer/reserve program that requires dedicated trainers will be paid to the City for the hours worked at overtime rates.
3. Volunteer/reserve firefighters will be equipped at no cost to MFD.
4. Reserves will operate in accordance with policies and procedures that are agreed upon by MFD and the District.

Section 6. Indemnification.

a. Mutual Indemnification.

Except as otherwise specifically provided in this Agreement or any attachment hereto, the City, on behalf of itself and the MFD, shall defend, indemnify, and hold harmless the District, its elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind or nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of City and/or MFD, their elected or appointed officials, officers or employees arising out of or relating to the performance of this agreement by City and/or MFD and its elected or appointed officials, officers and employees, and with regard to any alleged illegality or unconstitutionality of a City of Modesto ordinance.

Except as otherwise specifically provided in this Agreement or any attachment hereto, the District shall defend, indemnify, and hold harmless the City and MFD, their elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind of nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of District, its elected or appointed officials, officers or employees arising out of or relating to the performance by District of this agreement and its elected or appointed officials, officers, employees and volunteers, and with regard to any alleged illegality or unconstitutionality of a District ordinance.

b. Mutual Indemnification Obligations Survive Termination.

The obligations created by Agreement Section 7(a) shall survive the expiration or termination of this Agreement as to actions occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 7. Insurance.

a. Public Liability and Property Insurance.

The District shall maintain public liability and property damage under this Agreement, including the use and/or occupancy of District-owned equipment, apparatus, real property and premises.

b. Workers' Compensation Insurance.

1. MFD Personnel.

MFD shall maintain Workers' Compensation Insurance as required by the State of California.

2. District Personnel (Volunteers, Reserves, Board of Directors).

The District shall maintain Workers' Compensation Insurance as required by the State of California.

Section 8. Miscellaneous.

a. Agreement/Contract Term.

This Agreement is for a term of six (6) months. It shall continue in force from 12:00 a.m. on July 1, 2014 until 7:00 a.m. on December 31, 2014, unless sooner terminated in accordance with the provisions herein.

b. Agreement/Contract Extension.

This Agreement may be extended for the period of 1/1/15 through 6/30/15 by mutual consent between the District Board of Directors and the City of Modesto. By November 1, 2014, the City of Modesto and the District Board will determine if this Agreement will be renewed for an additional six-month term. An extension of this Agreement must be formally entered into by January 1, 2015.

c. Termination.

This Agreement may be unilaterally terminated by either party, by giving written notice to the other party at least 90 (ninety) days prior to termination.

d. Notices.

All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the parties at the addresses set forth below or to such other address as may, from time to time to designated in writing.

To:
Fire Chief
Modesto Fire Department
610 11th Street
Modesto, CA 95354

To:
Fire Chief
Salida Fire Protection District
P.O. Box 1335
Salida, CA 95368

e. Further Obligations and Warranties.

The parties recognize that this Agreement cannot represent a complete expression of all issues, which may arise during the performance of the Agreement. Accordingly, MFD and the District agree to meet and confer in good faith over any issue not expressly described herein to the end that the District will obtain fire and emergency medical services within the standard of care customary in the District's fire service. MFD will be fairly and adequately compensated for the services it provides hereunder.

Each party represents that it has the administrative and financial ability and sufficient equipment and facilities to perform the terms and conditions of the Agreement.

1. Amendment.

This Agreement may not be amended or modified except by the mutual consent of the District Board of Directors and the City of Modesto.

2. Integration.

This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the provisions of fire and emergency services as set forth in this Agreement.

3. Headings.

The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.

4. Severability.

Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

5. No Continuing Waiver.

No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

6. Successors.

This Agreement shall insure to the benefit of and be binding upon any successors or assigns of the parties. No party may assign any right or obligation hereunder without the written consent the parties.

7. No Third Party Beneficiary.

The provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

8. Applicable Law.

This Agreement shall be governed by the laws of the State of California.

9. Venue.

The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Stanislaus. The venue for any legal action in Federal court filed by a Party to this Agreement for the purpose of interpreting or

enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Eastern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Stanislaus County, California; however nothing in this Agreement Section shall obligate a Party to submit to arbitration any dispute arising under this Agreement.


10. Counterpart Execution.

This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

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

— Signatures on Following Pages —

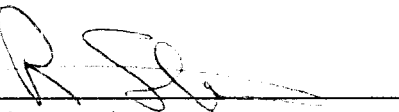
CITY OF MODESTO

By 
Garrard Marsh
Mayor

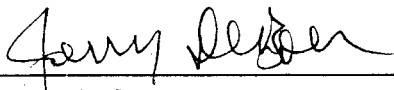
Attest:

By 
Stephanie Lopez
City Clerk Resolution 2014-233, June 10, 2014

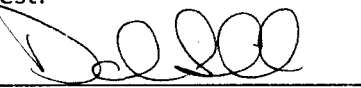
Approved as to Form:

By 
Adam Lindgren
City Attorney

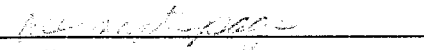
SALIDA FIRE PROTECTION DISTRICT

By 
Jerry DeBoer
Board Chair


Attest:

By 
Dale Skiles
Fire Chief

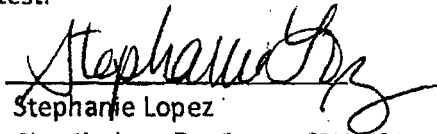
Approved as to Form:

By 
William D. Ross
District Counsel

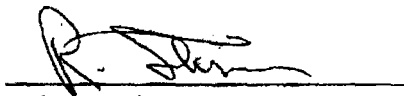
CITY OF MODESTO

By 
Garrard Marsh
Mayor

Attest:

By 
Stephanie Lopez
City Clerk Resolution 2014-233, June 10, 2014

Approved as to Form:

By 
Adam Lindgren
City Attorney

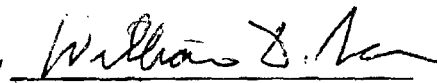
SALIDA FIRE PROTECTION DISTRICT

By _____
Jerry DeBoer
Board Chair

Attest:

By _____
Dale Skiles
Fire Chief

Approved as to Form:

By 
William D. Ross
District Counsel



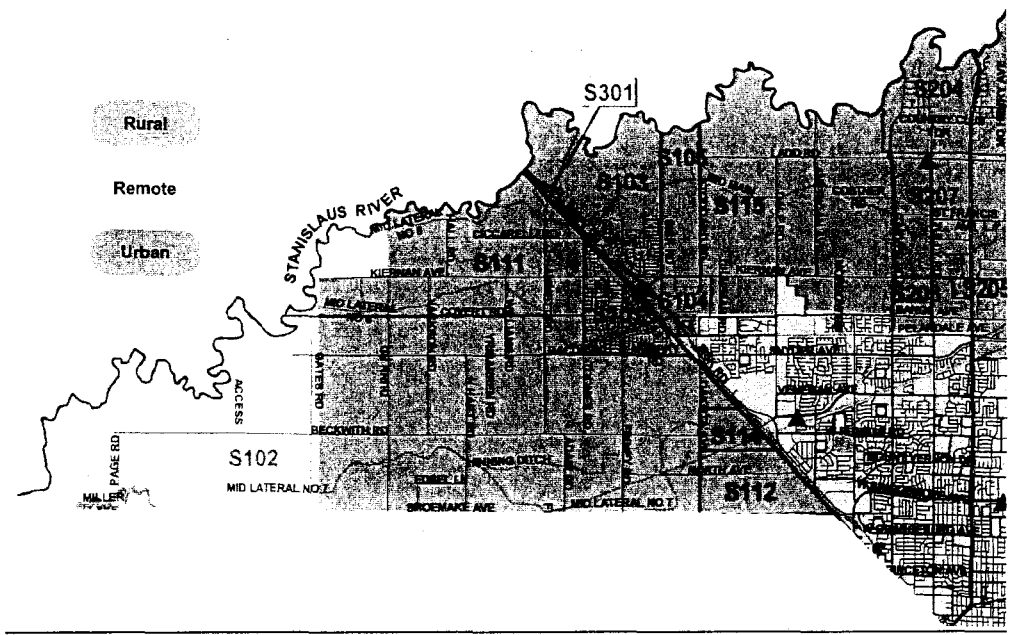
2014 RESPONSE TIME GOALS

To deliver code-3 emergency services in a safe and efficient manner, with a response time of:

- Urban (Salida) - 06:00 minutes or less, 80% of the time
- Urban (Del Rio / McHenry) - 10:00 minutes or less, 80% of the time
- Rural - 08:00 minutes or less, 80% of the time
- Remote - No defined goal

Definitions:

- Urban: Developed areas with mixed residential, commercial, and industrial; with moderate to high-density population.
- Rural: Areas of open spaces, low to moderate population density; predominantly agricultural with minimal commercial.
- Remote: Areas of large open spaces with low population; minimal development and/or road networks.



Map not to scale

Fire and Emergency Services Transition



Stanislaus County
Board of Supervisors

June 10, 2014

Overview



Stan Risen

Chief Executive Officer

Overview



- An Ad-hoc Committee was formed to consider a regional platform for fire and emergency services – July 2010
 - Original Guiding Principles
 - Each governing body will determine service levels.
 - Service levels will be commensurate with the level of funding provided by each member agency.
 - City of Modesto, Stanislaus County and Salida Fire District unanimously approved the JPA.

Overview



- Modesto Regional Fire Authority
 - Joint Powers Agency
 - Approved January 2011
 - Formed July 2011
 - Originating Goal:
 - Develop regional fire and emergency services and solutions

Overview



- The JPA Agreement had provisions allowing other agencies to join as part of a second phase.

- It is now recognized that the current JPA model has organizational constraints limiting the ability to further promote regional model success:
 - Governance
 - Transfer of Assets
 - Financial / Fiscal Accountability
 - Loss of Control, Identity, and Authority
 - Difficulty in distinguishing the various agencies' level of services

Overview



- On May 7, 2014 Member Agency Representatives from the County, Modesto and Salida presented to the MRFA Board to consider a New Broader-Based Collaborative Model
 - Transition to new operational fire protection model.
 - Return new model concept to the MRFA board on June 11, 2014.
 - Implement a transition plan by July 1, 2014
 - Collaborate with interested fire agencies.

Overview



- Today, the Board of Supervisors, the Modesto City Council and the Salida Fire Protection District will all consider transitioning from MRFA and dissolving the Agency to allow a new model to be implemented

Broader-Based Collaborative Model



Sean Slamon

Interim Fire Chief



Broader-Based Collaborative Model

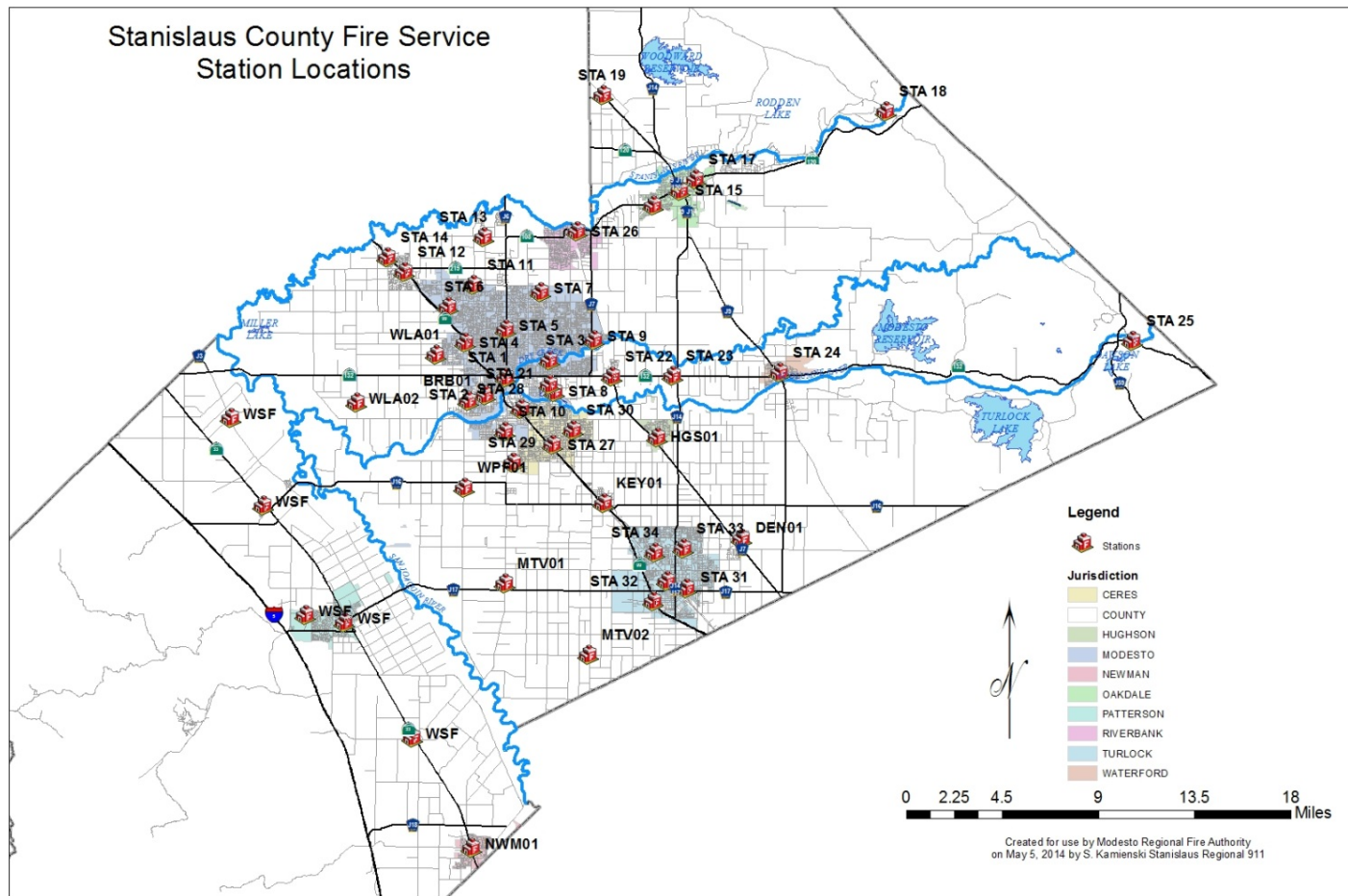
- Building off the MRFA Foundation
 - Enhanced regional cooperation, collaboration and efficiencies through:
 - Equipment and training standardization
 - Standardized operational policies/ procedures
 - Seamless response districts
 - Integrated special operations and services



Broader-Based Collaborative Model

- ❑ Embraces the original intent of developing regional fire and emergency services and solutions.
- ❑ Designed to achieve efficiencies, enhance levels of services and increase participation by additional fire agencies.
- ❑ Returns the focus of collaboration to the direct, efficient and effective approach to providing critical public safety services.

Broader-Based Collaborative Model



Broader-Based Collaborative Model

Current Model

- 1 Battalion
- Run-string 11 stations deep
- Automatic move-ups and coverage Internal Only
- Response Capabilities Limited to MRFA
- Current Model is Boundary Driven



Proposed Model

- 4 Battalions
- Run-string 28 stations deep
- Automatic move-ups and coverage
- Increased response capabilities
- Closest resource to all call types

Fire and Emergency Services

Transition Effort



Patricia Hill Thomas

Chief Operations Officer

Fire and Emergency Services

Transition Effort



Transitional Recommendation

- Approve the Memorandum of Understanding between the County, City of Modesto and Salida Fire Protection District
 - Outlines the details, terms and responsibilities of the transition to include:
 - Establishment of an Executive Committee to oversee and complete the transition from MRFA back to the member agencies
 - Requires an independent actuarial report for identification of all liabilities and exposures
 - Requires a final audit of MRFA financials, liabilities, assets, and identification of the source of contributed funds
 - Ensures distribution of assets consistent with the JPA Agreement

Transitional Recommendation

- Authorize the Chief Executive Officer to:
 - Enter into an agreement with the City of Modesto for the provision of Fire Investigation Services
 - Enter into an agreement to provide interim Information Technology Services to Modesto Fire
 - Finalize and execute an agreement with the City of Modesto for the use of County staff vehicles

Collaboration



Dee Ridley Williams
Deputy City Manager

County Plan



Dale Skiles

Fire Warden ~

Assistant OES Director

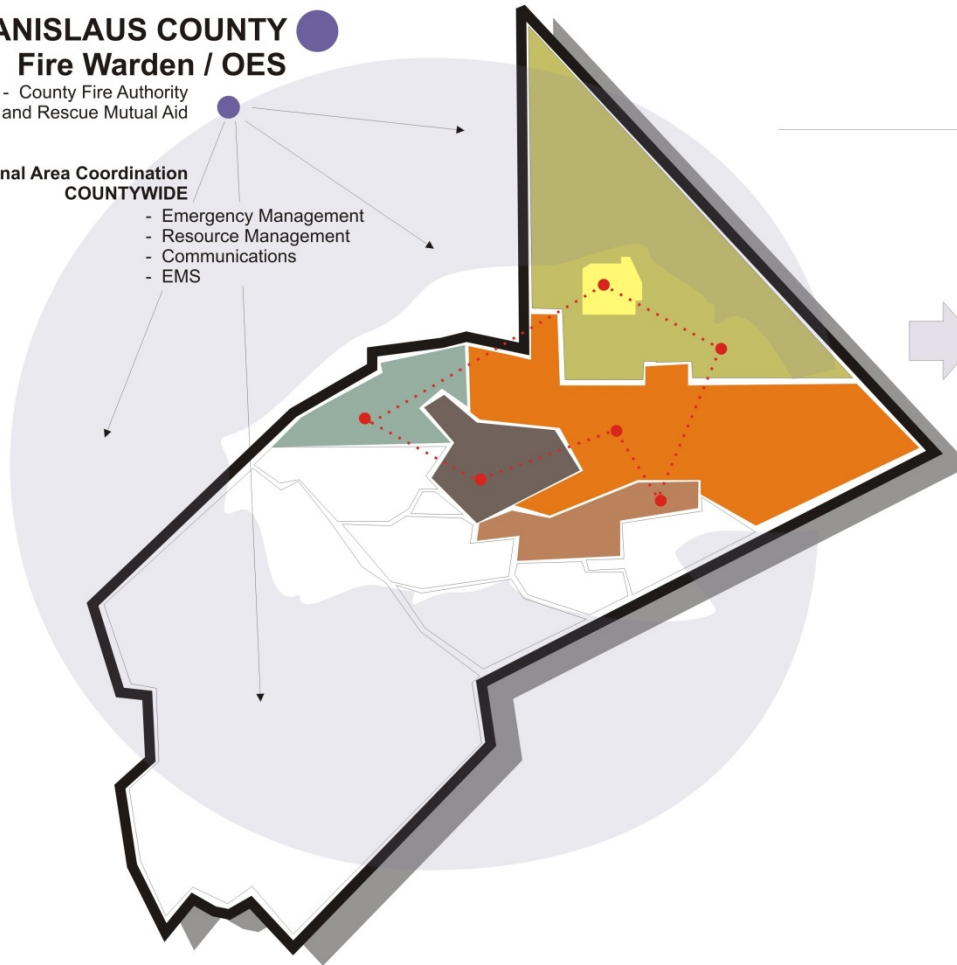
The County's Role

STANISLAUS COUNTY Fire Warden / OES

- County Fire Authority
- Fire and Rescue Mutual Aid
- Operational Area Coordination
COUNTYWIDE
 - Emergency Management
 - Resource Management
 - Communications
 - EMS

OPERATIONAL COLLABORATION MODEL

June 2014



REGIONAL Cooperative Services Agreement

PHASE I

- Standards of Coverage
- Boundary Drops
- Standard Policies/Procedures
- Joint Training
- Staffing Agreements
- Standardized Equipment
- Hold Harmless Agreements

PHASE II

- Cooperative Purchasing Processes
- Cooperative Maintenance Program
- Centralized Training
- Regional Grant Administration



Restoration of OES/Fire Warden's Office

- Roles and Responsibilities
 - OES Operational Area Coordinator
 - Fire & Rescue Mutual Aid Area Coordinator
 - Emergency Management & Preparedness
 - County Emergency Operations Center
 - Homeland Security Grant Administration
 - Disaster Council & Operational Area Council Administration
 - Stanislaus County Fire Authority Administration



Restoration of OES/Fire Warden's Office

- County's representation in regional partnerships:
 - Regional Fire Training Center
 - Stanislaus Regional 911
 - Arson Task Force
 - Emergency Medical Services Committee

Restoration of OES/Fire Warden's Office

- Recommendation
 - Direct the Chief Executive Office – Office of Emergency Services / Fire Warden to continue to pursue further collaborative efficiency improvements with fire and emergency services.

Restoration of OES/Fire Warden's Office

- Staffing recommendations:
 - Amend the Salary and Position Allocation Resolution to add positions returning to the County.
 - (2) Deputy Fire Warden/Assistant Director of OES positions
 - (2) Fire Prevention Specialist II positions
 - Fire Prevention Specialist III position
 - Senior Systems Engineer – Communications position (Previously w/SFD)
 - Account Clerk III position

Restoration of OES/Fire Warden's Office

- Staffing recommendations:
 - Authorize the transfer of sick and vacation accruals for employees accepting County employment on or before July 1, 2014.
 - Authorize the appointment of three Fire Prevention Specialists II at step five of the band at a salary of \$28.38 per hour.

FY 2014-2015 Budget

- Approve the OES/Fire Warden 2014-2015 proposed operating budget

Recommended 2014-2015 Budget	Office of Emergency Services	County Fire Service Fund
Taxes	\$ -	\$ 1,078,500
Intergovernmental Revenue	\$ 235,852	\$ 15,400
Charges for Services	\$ 40,658	\$ 150,000
Total Revenue	\$ 276,510	\$ 1,243,900
Salaries & Benefits	\$ 639,881	\$ 772,481
Services & Supplies	\$ 708,361	\$ 504,635
Other Charges	\$ 245,838	\$ 146,622
Intrafund	\$ 800	\$ -
Total Expenditures	\$ 1,594,880	\$ 1,423,738
Net County Cost/County Match	\$ 1,318,370	\$ 179,838

FY 2014-2015 Budget

- Enables the County to re-establish and perform OES / Fire Warden functions, including the recommended regional services prioritized and established by the Stanislaus County Fire Authority.
 - Emergency Planning and Preparedness
 - Fire Prevention services
 - Fire Communication services
 - Fire Investigation services
 - Fire Training support program

FY 2014-2015 Budget

- The proposed budget initially returns \$442,466 of County-match back to the General Fund.

- Staffing and costs will closely be monitored, which may include some adjustments as part of a second phase.
 - Phase II considerations:
 - Fire Marshal
 - Emergency Services Coordinator
 - Account Clerk
 - Records Management Specialist



Final Recommendations

- Approve the dissolution of the Modesto Regional Fire Authority (MRFA) effective June 30, 2014, in accordance with the terms of the Joint Powers Agency Agreement
- Direct the Stanislaus County Board of Supervisors' representative on the Modesto Regional Fire Authority to support the dissolution of MRFA.

Conclusion

- Recommend the Board of Supervisors approve the Fire Transition Plan, dissolve MRFA and restore County OES/Fire Warden's Office.
 - Approve the ten (10) staff recommendations as outlined in detail in Agenda Item B-11 and as presented to the Stanislaus County Board of Supervisors.