

CONTRACT ROUTING SHEET

Date Prepared: December 20, 2010

Need Date: January 12, 2011

PROCESSING DEPARTMENT:

Department: Chief Administrative Office
Dept. Contact: Mike Applegarth
Phone #: 5123
Department
Head Signature: *Sam DeJ*

CONTRACTOR:

Name: Various Fire Districts
Address: See Exhibit A
Phone: _____

HUMAN RESOURCES DEPT
11 JAN 24 PM 4:33

CONTRACTING DEPARTMENT: Chief Administrative Office

Service Requested: Allocation of CSA 7 funds for emergency medical services & equipment
Contract Term: 2 years from execution Contract Value: \$593,244
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: N/A

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 1-24-11 By: *Ed Dor*
Approved: _____ Disapproved: _____ Date: _____ By: _____

ED DOR
COUNTY COUNSEL
DEC 27 AM 10:14

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 1/25/11 By: *MSJ*
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

**AGREEMENT TO PROVIDE FUNDING FOR EMERGENCY MEDICAL SERVICES
AND EQUIPMENT**

AGM# 344-F1111

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Garden Valley Fire Protection District, Georgetown Fire Protection District, Latrobe Fire Protection District, Mosquito Fire Protection District, Pioneer Fire Protection District, and the Rescue Fire Protection District (herein collectively referred to as "Districts").

WHEREAS, the County provides prehospital Advanced Life Support (ALS) services and dispatch services through various contracts under a public utility model to the residents of the County of El Dorado. The County desires to ensure that when persons in the County of El Dorado request, or have dispatched, prehospital Advanced Life Support service, be it for an emergency, at a special event or for routine medical transportation, they will receive a consistent level of service that meets or exceeds the minimum acceptable standards as established by the Health and Safety Code, Division 2.56, the California Code of Regulations, Title 22 Division 9, the California Emergency Medical Services Authority, and the El Dorado County Emergency Medical Services Agency; and

WHEREAS, County Service Area No. 7 was duly organized pursuant to the provisions of Section 25210.1 et.seq. of the Government Code of California, to make available to the property owners and residents emergency medical services within that area, as authorized by Section 25210.4 (a)(8); and

WHEREAS, the fire districts operating on the West Slope in El Dorado County have formed a joint powers authority entitled the El Dorado County Emergency Medical Services Authority (hereinafter referred to as "JPA") to provide prehospital emergency and medical services, patient transportation services and dispatch services; and the JPA is under contract with the County to provide said services to County Service Area No. 7; and the Districts or their successors in interest are members of said JPA; and

WHEREAS, on June 2, 2009 the County adopted Resolution 111-209 which determined that the allocation of Supplemental Funds historically provided to the Districts for fire protection and emergency services, when considered in light of competing demands for County resources, would impair the provision of other important services and the achievement of County objectives, and said Resolution also expressed the County's intent to work cooperatively with the Districts to explore ways to address their long term financial viability; and

WHEREAS, the County executed a Memorandum of Understanding with the Local Agency Formation Commission and funded the Fire and Emergency Services Study by Citygate

Associates, LLC (hereinafter referred to as the "Citygate Report") for a high-level assessment of current fire and emergency services and potential alternatives for service delivery;

NOW, THEREFORE, County and Districts mutually agree as follows:

ARTICLE I

Payment of Funds: County agrees to appropriate and disburse the following funds in Fiscal Year 2010-11 as follows:

Garden Valley Fire Protection District	\$131,382
Georgetown Fire Protection District	\$23,193
Latrobe Fire Protection District	\$108,145
Mosquito Fire Protection District	\$22,430
Pioneer Fire Protection District	\$178,590
Rescue Fire Protection District	\$129,504

If any of the above Districts fail to execute this Agreement by March 1, 2011, then no disbursement shall be made to that District and the funds shall be retained by County Service Area No. 7.

ARTICLE II

Source of Funds: The sole source of funds provided under this Agreement shall be from County Service Area No. 7. If County Service Area No. 7 is unable to provide all the funds under this Agreement then the amounts to be paid shall be proportionately reduced. The County shall not be required to make any payments from any other source.

ARTICLE III

Use of Funds: The funds received by the Districts shall be used exclusively for the purpose of providing emergency medical services and related equipment within the Districts.

The County and Districts agree that long term financial and operational success of the fire service in the County of El Dorado requires that the Districts study all options available for service delivery. These options must include, as noted in the Citygate Report, administrative, financial and operational reorganizations on a regional or sub-regional level where economies of scale can be realized. Analysis of reorganization options shall occur in partnership with the County, but should not limit exploration of additional fire district revenue opportunities.

Districts or their representative organizations shall provide status update reports to the County no less than twice yearly at regularly scheduled meetings of the Board of Supervisors. This does not preclude or prohibit additional communication, reports, or information sharing of any type outside of Board meetings from District or County personnel in executing the expectations described in this Agreement.

ARTICLE IV

Term: This Agreement shall become effective when fully executed by both parties ("Effective Date"). This Agreement provides for the payments for Fiscal Year 2010-11 described above.

The County may enter into another similar Agreement during the next fiscal year, if at the discretion of the Board of Supervisors continued progress in the area of reorganization of fire service has been made. The County will consider the Districts' progress and participation in any and all efforts at operational reorganizations as described in Article II when considering the second year of funding. Districts shall not have an expectation of additional funding of any sort from the County unless satisfactory efforts as determined by the County have been made toward reorganization efforts.

ARTICLE V

Fire District Compliance with Applicable Law: Districts will comply with all Federal, State, and local laws and ordinances which are or may be applicable to the purchase of equipment.

ARTICLE VI

Audit: Districts will keep and maintain accurate financial accounts of all funds expended as provided under this Agreement. Said records will be kept in accordance with generally accepted accounting practices. Such accounting records shall be made available for inspection by County designee's during normal business hours at the office of each District or its financial consultant.

ARTILCE VII

Cancellation: Any party may at any time, by majority vote of its governing Board, elect to cancel this Agreement to provide emergency medical services and equipment as to such party, by providing written notice of termination to all other parties. Cancellation by one District shall not affect the agreement between the County and remaining Districts.

ARTICLE VIII

No Third Party Beneficiary: Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

County: Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

With a copy to: County Counsel
County of El Dorado
330 Fair Lane

Placerville, CA 95667

or to such other location as the County directs.

Districts: See List of Districts attached as Exhibit A

or to such other location as the Districts direct.

ARTICLE XI

Indemnity: Each District shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with a Districts expenditure of funds pursuant to this Agreement. This duty of each District to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

ARTICLE XII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Terri Daly, Chief Administrative Officer, or successor.

ARTICLE XIII

Warrant of Authority: The parties to this Agreement represent that the undersigned individuals executing this Agreement on behalf of the respective parties have been duly authorized to sign this Agreement and perform its terms.

ARTICLE XIV

Entire Agreement: This Agreement contain the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition to or modification of any term or provisions shall be effective unless set for h in writing by all parties hereto.

ARTICLE XV

Severability: If any phrase, sentence, clause or provision of this agreement is held invalid, the balance of the agreement shall not be affected and the agreement shall be construed to the fullest extent of the law to effectuate the terms of this agreement.

ARTICLE XVI

California Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE XVII

Waivers: No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

ARTICLE XVIII

Counterparts: This Agreement shall be valid upon approval by the County as to each individual District that has approved the agreement. Failure of one or more individual Districts to approve this Agreement shall not affect the validity of this Agreement with respect to the Districts that have approved the Agreement.

This Agreement and any and all other agreements, documents or certificates to be entered into by the parties with respect to the subject matter hereof, may be executed in multiple counterparts. Each such executed counterpart shall be considered an original, and taken together, shall constitute one and the same document. Any signature, notice or other communication with respect to the subject matter hereof may be given by telex, telecopy or other facsimile transmission, the transmission of which shall be concurrently or immediately followed by delivery (personal or by express mail) of any original thereof, and the party receiving a facsimile transmission shall be entitled to rely upon such facsimile to the same extent as if it were an original.

ARTICLE XIX

Venue: Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Districts waive any removal rights it might have under Code of Civil Procedure section 394.

ARTICLE XX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XXI

Time is of the Essence: The Parties hereto acknowledge and agree that time is of the essence.

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REQUESTING DEPARTMENT CONCURRENCE:

By: _____ **Dated:** _____

Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

Date: _____

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:
Suzanne Allen de Sanchez,
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- DISTRICTS --

Date: _____

By: _____
Garden Valley Fire Protection
District

Date: _____

By: _____
Georgetown Fire Protection
District

Date: _____

By: _____
Latrobe Fire Protection District

Date: _____

By: _____
Mosquito Fire Protection District

Date: _____

By: _____
Pioneer Fire Protection District

Date: _____

By: _____
Rescue Fire Protection District

EXHIBIT A

**AGREEMENT TO PROVIDE FUNDING FOR EMERGENCY MEDICAL SERVICES
AND EQUIPMENT**

List of Districts

Garden Valley Fire Protection District
4860 Marshall Road
Garden Valley, CA 95633

Georgetown Fire Protection District
P.O. Box 420
Georgetown, CA 95634

Latrobe Fire Protection District
7660 South Shingle Road
Shingle Springs, CA 95682

Mosquito Fire Protection District
2300 Mosquito Cut-Off Road
Placerville, CA 95667

Pioneer Fire Protection District
P.O. Box 128
Somerset, CA 95684

Rescue Fire Protection District
P.O. Box 102
5221 Deer Valley Road
Rescue, CA 95672