

AGREEMENT FOR SERVICES #834-PHD0409
AMENDMENT I

This Amendment I to that Agreement for Services #834-PHD0409, 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 Public Safety Associates, LLC, d.b.a. The Polaris Group (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, CONSULTANT has been engaged by COUNTY to provide “as needed” consulting services for the Health Services Department Emergency Medical Services Agency (EMS AGENCY), in accordance with Agreement for Services #834-PHD0409, dated November 20, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article I – Scope of Services; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of the original Agreement, amending Article III - Compensation;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #834-PHD0409 shall be amended a first time as follows:

1) Article I shall be amended to add:

Section 1.01

- (f) Review existing Agreement for Services between County of El Dorado and COUNTY’s contractor, El Dorado County Emergency Operations Authority for the area known as County Service Area No. 7 (CSA # 7), and current contractor performance.
- (g) Analyze service structure and fiscal viability of CSA #7.
- (h) Meet with current contractor and other system stakeholders as needed to determine issues, problems, and opportunities associated with ambulance dispatch and transport services in CSA #7.
- (i) Review applications from parties interested in contracting for services within CSA #7 and provide recommendations to COUNTY.

- (j) Present recommendations for system design and contract approaches to assist COUNTY in achieving appropriate system performance within a financially viable structure in CSA #7.
- (k) Provide other technical consultation to EMS AGENCY in support of communications with the State, the current CSA #7 contractor, other interested parties or stakeholders, and COUNTY management relative to CSA #7 issues and opportunities.

2) Article III shall be amended in its entirety to read as follows:

Article III. Compensation for Services:

Section 3.01 For services provided herein, COUNTY agrees to pay CONSULTANT monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered. CONSULTANT may also be reimbursed for ancillary activities, described herein above, necessary to the performance of services under this Agreement equal to the cost of those activities.

Section 3.02 For the purposes of this Agreement, the billing rate shall be \$275 per hour; however, CONSULTANT agrees that fees will not exceed amounts set forth below for critical milestones/deliverables identified (unless written authorization to vary is provided by Health Services Department Director).

Pursuant to Section 1.01 (a) through (e)		
Milestone	Not-to-Exceed	Estimated Date of Deliverable
Advance for Detailed Analysis Report (see below)	\$5,000	Upon commencement of Agreement
Detailed Analysis Report submitted to EMS Agency following onsite evaluation	10,000	November to December 2009
First Draft RFP	5,000	June 2010
Pre-proposal Conference	5,000	March 2011
Presentations/Scoring Complete	10,000	April 2011
Contract Negotiated and Drafted	5,000	June 2011
Contract Implemented and Initial Months Evaluated	5,000	December 2011
Total Professional Fees	\$45,000	

Pursuant to Section 1.01 (f) through (k)		
Milestone	Not-to-Exceed	Estimated Date of Deliverable
Review of current agreement between COUNTY and El Dorado County Emergency Operations Authority (JPA), the JPA performance, and interested party applications.	\$5,000	Upon commencement of Amendment I
Analysis of CSA #7 system structure and fiscal viability, including meetings as needed with system stakeholders, and identification of problems / opportunities for improvement.	10,000	March 2011 – June 2011
Submission of detailed written analysis and recommendations for system design and approach to contracting for services.	5,000	No later than December 21, 2011
Total Professional Fees	\$20,000	

Reimbursement for travel shall not exceed \$15,000, must be approved in writing by COUNTY, and shall be made in accordance with Exhibit A, marked “Board of Supervisors Policy D-1”, incorporated herein and made by reference a part hereof.

The total not-to-exceed amount for the term of this Agreement is \$80,000.

Except as herein amended, all other parts and sections of that Agreement #834-PHD0409 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Neda West*
 Neda West, Director
 Health Services Department

Dated: 2-15-11

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services 834-PHD0409 on the dates indicated below.

-- CONTRACTOR --

By: David A. Shrader
David Shrader, President and CEO
CONSULTANT

Dated: 2/18/11

-- COUNTY OF EL DORADO --

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

Dated: _____

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

By: _____ Date: _____
Deputy Clerk