



# County of El Dorado

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## Legislation Text

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**File #:** 11-1174, **Version:** 1

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Health Services Department recommending the Board authorize the Chair to sign Agreement 088-111-P-E2011 with North Tahoe Fire Protection District (NTFPD) for the term November 1, 2011 through August 31, 2016 to sub contract for ambulance transport services on behalf of the County in the designated Tahoe West Shore area of County Service Area No. 3 (CSA 3), subject to modification approved by the Chief Administrative Officer and County Counsel. Estimated cost for year one (1) is approximately \$179,000.

**FUNDING:** County Service Area (CSA) 3 - Special Tax (Tahoe West Shore area) and fee for ambulance services.

**Fiscal Impact/Change to Net County Cost:** There is no Net County Cost associated with this Agreement.

**Background:** The County currently provides ambulance services in CSA 3 via contracts with CAL TAHOE for ambulance services in the Tahoe South Shore area, and with North Tahoe Fire Protection District for ambulance services in the Tahoe West Shore area. The response areas have a shared boundary and, on occasion, the two (2) contractors provide backup and/or mutual aid coverage for each other.

The original Agreement 346-S0711 with North Tahoe Fire Protection District was approved by the Board of Supervisors June 27, 2006 via board item 06-1004; Amendment I to that Agreement was approved June 28, 2011; Amendment II was approved August 23, 2011, extending the term of the Agreement through October 31, 2011. This new five (5) year Agreement 088-111-P-E2011 supersedes the existing Agreement 346-S0711 with NTFPD for ambulance services in the Tahoe West Shore area.

**Compensation:** County shall pay NTFPD two payments annually, with payment periods based on the County fiscal year. Payment period one shall cover July 1<sup>st</sup> through December 31<sup>st</sup> (payable January 1) and payment period two shall cover January 1<sup>st</sup> through June 30<sup>th</sup> (payable July 1). Payments shall include:

1. Special Taxes assessed to improved and unimproved parcels within the Tahoe West Shore area of the County, inclusive of, but not limited to, dry run charges, non-payment bills by users of service, and waiting time charges for those cases when the ambulance is detained at the scene by a designated official;
2. Wilderness Response Area coverage at the rate of \$20,000 per each full fiscal year, in two equal payments (one in each payment period).

In addition, NTFPD shall be paid ambulance service fees less the applicable processing fee, on a quarterly basis.

For the period November 1, 2011 through December 31, 2011, and the period July 1, 2016 through August 31, 2016 (unless earlier terminated pursuant to terms and conditions of Agreement), all aforementioned payments shall be prorated according to the terms of the Agreement.

Termination: This Agreement contains the County's standard "Fiscal Considerations" clause allowing for early termination in the event of (1) the adoption of a County budget which does not provide funding for this Contract, or (2) a need to reduce the budget in the course of any given year.

In addition, this Agreement provides a detailed process for early termination in the event of a default or breach of contract (reference Section IX - DEFAULT / BREACH, TERMINATION AND CANCELLATION).

Reason for Recommendation: Approval of this Agreement will ensure ongoing ambulance services for the residents of the Tahoe West Shore area of CSA 3.

Action to be taken following Board approval:

1. Chair to sign three (3) original Agreements 088-111-P-E2011.
2. Board Clerk's Office to return two (2) original signed Agreements to Department.
3. Department to distribute fully executed originals as appropriate.

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Concurrences: County Counsel & Risk Management