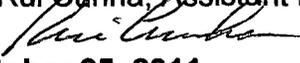


**PLACER COUNTY  
OFFICE OF EMERGENCY SERVICES**

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Thomas M. Miller, County Executive Officer  
By Rui Cunha, Assistant Director, Emergency Services  


**DATE:** October 25, 2011

**SUBJECT:** Approve Memorandum of Understanding (MOU) with Sierra-Sacramento Valley (SSV) Emergency Medical Services Agency that defines terms, conditions and reimbursement procedures for county support provided to SSV, and authorize the Chairman to sign the MOU

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**ACTION REQUESTED**

That your Board approve a Memorandum of Understanding (MOU) with Sierra-Sacramento Valley (SSV) Emergency Medical Services Agency that defines terms, conditions and reimbursement procedures for County support provided to SSV, and authorize the Chairman to sign the MOU

**BACKGROUND**

Placer County participates in the Sierra-Sacramento Valley (SSV) Emergency Medical Services Joint Powers Authority (JPA) based on agreement most recently approved by your Board in January of this year. SSV Emergency Medical Services Agency is the Placer County local emergency medical services agency (EMSA) whose authority is based on the Section 1797, et seq. of the California Health and Safety Code.

In 2010, SSV doubled its membership to 10 counties which increased its geographical reach but it also impacted its organization, workload and funding. With Placer County staff now supporting SSV's increased workload associated with regulatory oversight of five additional counties, it is expected that the expansion will create additional legal, risk management and training support requirements, all of which have heretofore been provided at no cost by County staff.

Support to SSV by the Office of County Counsel as well as that provided by the Office of Risk Management and Organizational Development consumes staff time and resources. Placer County can no longer justify offering these services at no cost. Therefore, staffs of both Placer County and SSV have jointly developed the attached memorandum of understanding which enables annual budgeting by SSV and Placer County and quarterly billing by Placer County to recoup costs incurred by County staff in support of SSV. Reimbursement will be based on actual costs incurred by either County Counsel staff or that of the Office of Risk Management and Organizational Development

**FISCAL IMPACT**

The previously unfunded combined impact to the budgets of County Counsel and Risk Management was approximately \$30,000/year. However, going forward, all costs incurred by Placer County for support to SSV will be recouped.

**Attachment**

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SIERRA-SACRAMENTO VALLEY  
EMERGENCY MEDICAL SERVICES AGENCY  
AND THE COUNTY OF PLACER  
July 1, 2011**

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The Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV) and the County of Placer do hereby agree to the following:

**DEFINITIONS**

**CEO:** Placer County Executive Officer or designee.  
**County:** County of Placer, its employees, officials, officers, agents and insurers.  
**County Board:** The Board of Supervisors of the County of Placer.  
**County Policy:** Published County codes, rules, guidelines, policies, procedures or practices.  
**Agency:** Sierra-Sacramento Valley Emergency Medical Services Agency, its boards, commissions, employees, officials, officers, agents and insurers.  
**Agency Board:** Sierra-Sacramento Valley Emergency Medical Services Agency Board of Directors.

**RECITALS**

**Whereas**, County has historically provided defined support services to Agency; and

**Whereas**, Agency and County desire to better define the terms and conditions under which these support services are provided and to formalize these terms and conditions; and

**Whereas**, Agency has the authority to enter into this MOU as provided by and subject to the Joint Exercise of Powers Agreement, dated February 1, 2011.

**Therefore**, Agency and County agree as follows:

**AGREEMENT**

All services provided by County to Agency under the terms of this agreement are identified in general terms at Attachment A.

Where Agency utilizes County equipment or services, Agency agrees to adhere to all County policies related to the use of that equipment or services unless as otherwise set forth herein.

Nothing herein shall require County to perform any services if County has insufficient available personnel to both provide such services and to perform its other duties as required by law.

Agency agrees to reimburse all costs incurred by County in performing the services set forth herein at the County's actual cost, including indirect costs allowable under United States Office of Management and Budget Circular A-87, as calculated by the County Auditor. Each calendar quarter (on or about the first day of the months of October, January, April, and July) County shall submit a statement of services rendered, if any, to Agency. With the April statement of services, County will also provide an estimate of the following year's projection of services for Agency's use in formulating its budget. Agency shall make payment of all undisputed amounts within 30 days of receipt of the County statement. Such payment may be made by direct charge or by warrant at Agency's option.

This Memorandum of Understanding (MOU) is only intended to memorialize the particulars of the relationship between the Agency and the County. It is not intended nor should it be construed to affect the relationship between any Agency employee and the Agency or between any Agency employee and the County. This MOU does not create any beneficial right or interest for any Agency employee, official, officer or agent.

This MOU is not intended to modify any provision of the Joint Exercise of Powers Agreement dated February 1, 2011.

#### INDEMNITY

Agency will defend and indemnify County against any and all claims, lawsuits, actions or special proceedings that may be brought against County growing out of or related to County provision of advising services to Agency. Where Agency is named as a party to a third party lawsuit or claim, whether judicial or administrative in nature, Agency agrees, on behalf of itself and its insurers, not to cross complain or otherwise seek indemnity or contribution of any type or degree against County. This provision is not intended to create any rights or cause of action in favor of an individual against the Agency or County, or to enlarge in any way the obligations of the Agency or County to provide a defense or indemnification to their employees, officers, or agents, but is intended solely to provide for an understanding between the Agency and County as to how to apportion their responsibilities for indemnity.

The assigned County attorney or attorneys as well as risk management personnel (hereinafter "Staff") are independent contractors of Agency and shall be considered employees of County for purposes of this Section, provided that if a claim or lawsuit is filed against County arising from Staff providing advising services to Agency, Agency will hold harmless, defend and indemnify County with regard thereto. This section shall not apply to and Agency is expressly not responsible for the following: workers' compensation claims of County Staff, lawsuits or claims by County staff, and third party claims related to County Staff

driving an automobile, or otherwise arising from the actions of omissions of County staff while traveling to and from Agency business.

The Placer County Risk Manager will periodically make recommendations to Agency regarding the type and level of insurance coverage that Agency should require in third party contracts. Agency agrees to work cooperatively with the Risk Manager or Risk Management staff in this regard. Where applicable Agency third party contracts should contain the standard indemnity and insurance provisions as recommended by Risk Management staff or Agency will work with Risk Management staff to include otherwise reasonable indemnity and insurance provisions in third party contracts.

### INSURANCE

Agency shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-VII showing.

Agency shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

#### GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Agency, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - (1) Contractual liability insuring the obligations assumed by Agency in this Agreement.
- B. One of the following forms is required:
  - (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If Agency carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - (1) One million dollars (\$1,000,000) each occurrence
  - (2) Two million dollars (\$2,000,000) aggregate
- D. If Agency carries a Commercial General Liability (Occurrence) policy:
  - (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by Agency shall contain language providing coverage up to Two (2) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

PROFESSIONAL LIABILITY INSURANCE:

Professional Liability Insurance of not less than \$1,000,000 per claim, with \$2,000,000 dollars in aggregate coverage limits.

The insurance coverage provided by the Agency shall contain language providing coverage up to Two (2) years following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**ATTACHMENTS** Attachment A to this MOU is incorporated fully as contained herein.

**ENTIRE AGREEMENT/AMENDMENT** This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU, including its attachments or any portion thereof may be amended in writing by action of the Agency Board and County Board.

**AUTHORITY** Each party to this MOU and each person acting in any representative capacity while executing any portion of this MOU, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

**COMPLIANCE** All services to be performed pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, district and municipal laws, ordinances, regulations and rules.

**TERM** This MOU shall continue in full force and effect until terminated by either party upon sixty (60) days written notice to the other.

**EFFECTIVE DATE** This MOU is effective as of July 1, 2011.

Dated: \_\_\_\_\_

By:   
Larry Montna  
Chairman,  
Sierra-Sacramento Valley  
Emergency Medical Services  
Agency Board of Directors

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Weygandt  
Chairman,  
Board of Supervisors

## ATTACHMENT A

### SERVICES PROVIDED

**SERVICES PROVIDED BY THE OFFICE OF PLACER COUNTY COUNSEL:** County Counsel will provide advising services upon request and will charge at an hourly rate, as set forth in the main body of the MOU. Any litigation services may be provided by the Office of the County Counsel pursuant to a separate agreement and at the discretion of County Counsel. If at any time County Counsel determines that there is a conflict or potential conflict in that office providing legal services to Agency, then agency will obtain separate counsel at its own cost.

**SERVICES PROVIDED BY THE PLACER COUNTY OFFICES OF RISK MANAGEMENT AND ORGANIZATIONAL DEVELOPMENT:** Risk Management will provide advising services upon request and will charge at an hourly rate as set forth in the main body of the MOU. Risk Management will provide contract review, risk assessment and risk transfer recommendations to Agency. Risk Management will review third party contracts for proper indemnification and insurance coverage language and provide recommendations to Agency. Upon request by S-SV, Organizational Development will provide training to S-SV Staff, at an agreed per person charge not to exceed County's actual cost as set forth in the main body of the MOU, provided that adequate training space is available.

