

Resolution Approving the Joint Powers Agreement for Advanced Life Support Between  
All Fire Service Providing Entities in San Mateo County  
California



POINT MONTARA FIRE PROTECTION DISTRICT

RESOLUTION NO. 369

A RESOLUTION APPROVING THE JOINT POWERS AGREEMENT  
FOR ADVANCED LIFE SUPPORT

RESOLVED, by the Board of Directors of the Point Montara Fire Protection District, San Mateo County, California, that

WHEREAS, the Fire Service has become a significant component in the delivery of emergency medical services in San Mateo County; and

WHEREAS, the Fire Agencies in San Mateo County seek to be included as a recognized public-private partnership option in the County's delivery of emergency medical services; and

WHEREAS, a Joint Powers Agreement will provide a mechanism which will tie all Fire Service providing entities in San Mateo County together into a collective organization; and

WHEREAS, the purposes of the organization are to conduct negotiations on behalf of its members, enter into a contract with a private provider, and allocate revenue derived from the system to its member entities;

NOW, THEREFORE, BE IT RESOLVED that the Point Montara Fire Protection District Board of Directors supports the approval of the Joint Powers Agreement for Advanced Life Support as a means of enhancing emergency medical services in San Mateo County.

RESOLVED, that the Fire Chief shall forward a copy of this resolution to the Advanced Life Support Steering Committee, displaying its support toward the Committee's efforts.

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of the Point Montara Fire Protection District, San Mateo County, California, at a meeting held on the 12th day of August, 1997, by the following vote:

AYES, in favor thereof, Directors: Giussi, Smith, and Loomis

NOES, Directors: None

ABSENT, Directors: None

ABSTAIN, Directors: None

(signature)  
Terrence M. Smith, Secretary

Joint Powers Agreement Establishing  
the San Mateo Pre-Hospital Emergency Services Providers Group

[The Parties to this Agreement will be, subject to the approval of each of the agencies, each of the cities with fire departments and each of the fire districts in San Mateo County.]

## I. Background to Agreement

A. The San Mateo County Board of Supervisors, acting through its Emergency Medical Services Agency, is proposing to enter into a contract for pre-hospital emergency services transport ("Contract for Ambulance Service") with a qualified provider ("Countywide ambulance provider"). The Countywide ambulance provider will be selected at the conclusion of a request for proposal process.

B. Each of Parties to this Agreement provides or intends to provide first response medical services and other-emergency service response through its fire service employees in order to improve the quality and level of emergency medical services within their communities as part of the emergency medical service response network within San Mateo County.

C. The first response services provided by the Parties to this Agreement are necessary for the efficient functioning of an integrated system of pre-hospital emergency medical services.

D. The Parties to this Agreement would like to work cooperatively and collaboratively to achieve the purposes of this Agreement as outlined in Section II.

E. The similarity of pre-hospital emergency medical services provided by the Parties, their shared interest in improving quality of care and achieving economic savings in the delivery of services has led the Parties to jointly exercise powers to provide these services and achieve these objectives.

F. Alternatives to existing pre-hospital emergency transportation protocols are considered "value added" services which save health plans and consumers money in outside claims and reduce ambulance company costs.

## II. Purposes of this Agreement

The purposes of this Agreement are:

A. To establish the San Mateo Pre-Hospital Emergency Services Group ("Group"), a joint powers agency capable of providing through employees of the Parties, or through a contract with a third party, pre-hospital emergency services in San Mateo County.

B. To provide a mechanism to monitor and improve the quality of advanced life support services throughout San Mateo County.

C. To provide a means of monitoring the effectiveness of the public/private partnership to be established between the Group and the Countywide ambulance provider under contract with San Mateo County.

D. To provide by contract with the Countywide ambulance provider, ALS first response and other value-added services.

E. To devise and administer mechanisms to receive and share revenues through the cooperative provision of pre-hospital medical care in San Mateo County.

F. To establish a uniform level of service for ALS first response in San Mateo County.

G. To develop and maintain operational deployment plans to carry out the purposes of this Agreement while maintaining ongoing fire suppression activities.

H. To implement operational changes as deemed appropriate.

### III. Definitions

Certain words as used in this Agreement shall be defined as follows:

A. "Advanced life support" shall be as defined in California Health & Safety Code section 1797;52.

B. "Board" shall mean the governing board established pursuant to this Agreement to administer and implement this Agreement.

C. "Group" shall mean the San Mateo Pre-Hospital Emergency Services Group.

D. "Pre-hospital emergency medical services" shall mean basic life support, advanced life support, transport and such other value-added emergency medical services performed prior to the patient's arrival at the medical facility.

### IV. Creation of the San Mateo Pre-Hospital Emergency Services Group

There is hereby created the San Mateo Pre-Hospital Emergency Services Group ("Group") to exercise in the manner set forth in this Agreement the powers common to each of the Parties. The Group shall be a public entity separate from the Parties.

#### V. Powers of the Group

The Group shall have the following powers and duties:

A. To provide for the delivery of pre-hospital emergency medical services by employees of the Parties or through a contract with a third party;

B. To make and enter into contracts;

C. To develop and implement an annual apportionment among the Parties of the revenues received from sources other than the Parties for countywide paramedic first response, non-traditional move-ups and value-added services;

D. To solicit and accept grants, advances, and contributions from all sources, public and private;

E. To negotiate for, acquire, hold manage, maintain, control, or dispose of real and personal property;

F. To employ or contract for the services of agents, administrative employees, consultants and such other persons or firms as it deems necessary;

G. To sue and be sued in its own name;

H. To incur debts, liabilities or obligations in accordance with a duly approved budget;

I. To levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law;

J. To invest any surplus funds not required for the immediate necessities of the Group as the Group Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601;

K. To acquire additional value-added services from any Party to this Agreement. Additional value-added services shall be those services which add to the quality of pre-hospital medical care and which are provided in addition to ALS paramedic response and non-traditional move-ups.

L. To enforce all provisions of this Agreement,

#### VI. Operating Principles

The Parties adopt the following operating principles which shall both guide the actions of the Board established pursuant to Paragraph VII, and help to resolve issues not anticipated at the time this Agreement was executed:

A. The Parties are delegating governing of the Group to the Governing Board established by Paragraph VII. This is a delegation of authority, not responsibility. Therefore the Governing Board and its members, in carrying out this delegation, shall be accountable to the Parties.

B. The work of the Group is of vital public interest. Therefore, the Parties strongly support the principles of maximum public access and input. Questions, suggestions, comments and concerns about the decisions of the Group shall be encouraged by the Board.

C. The Parties shall have free and thorough access to the Board and to the Operations and Executive Committees established pursuant to Paragraph IX.

D. The Parties agree that the Group shall have the exclusive right and obligation to negotiate an agreement with the Countywide ambulance provider to provide, through the Parties' employees or through contract with a third party, pre-hospital emergency medical care in San Mateo County. None of the Parties shall negotiate nor enter into any agreement with the Countywide ambulance provider to provide pre-hospital emergency medical care in San Mateo County.

## VII. Governing Board

A. Creation of Governing Board. There is hereby created a Governing Board ("Board") to govern the Group. The Board shall exercise all powers and authority on behalf of the Parties and may do any and all things necessary to carry out this Agreement.

B. Membership on the Board. The Board shall be constituted of one elected representative from the governing body of each of the Parties. Each Party shall select one representative and one alternate to serve on the Board.

C. Terms: Each Board member shall serve until replaced.

D. Voting: Each member of the Board shall have one vote. The affirmative vote of a simple majority of the members present shall be required to take action unless any Party requests the Board to vote on a particular action item by using "special voting procedures". Taking action using "special voting procedures" shall require the affirmative vote of a simple majority of the Parties to this Agreement which represent a majority of the population.

E. Meetings of the Board.

1. Regular Meetings. During the first year that this Agreement is in effect, the Board shall hold meetings at least quarterly. Thereafter, the Board shall hold at least two meetings each year. The date, hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

2. Special Meetings. Special meetings of the Board may be, called in accordance with Government Code §54956 (the Brown Act). Upon the request of at least four Parties, the Chairman of the Governing Board of the Group shall call a special meeting of the Governing Board to discuss a decision or action of the Executive or Operations Committees created by Section VIII.

3. Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Government Code sections 54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

4. Minutes. The Board shall cause minutes of all open meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

5. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

6. Rules and regulations for the conduct of the Board's affairs. The Board shall adopt from time to time such rules or regulations for the conduct of its affairs as may be required.

F. Notice to Secretary of State. The Board shall cause to be filed within 30 days of the effective date of this Agreement, or any amendment to this Agreement, notices of this Agreement or any amendment to this Agreement with the office of the Secretary of State pursuant to Government Code section 6503.5.

## VIII. Executive Committee and Operations Committee

A. There is hereby created an Executive Committee which shall function as a sub-committee of the Board.

1. The Executive Committee shall be made up of six people: five who are either city managers, fire chiefs or special district administrators, each selected from and representing one of the five zones created in the San Mateo County Request for Proposals for Ambulance Service or as created by the Governing Board of the Group; and one who is a member of the Operations Committee created by Section VIII B of this Agreement. With the exception of the member from the Operations Committee, the members of the Executive Committee shall be selected by the Board. The Board shall



select the members of the Executive Committee (a) by asking those members of the Board within each zone to make a recommendation to the Board for that zone's representative on the Executive Committee and then (b) by adopting those recommendations as the Executive Committee members.

2. The Executive Committee shall have all those powers necessary and proper to carry out the Purposes of the Group (defined in Section II in accordance with the Operating Principles (defined in Section VI) with the exception of the powers (a) to enter into a contract with the Countywide ambulance provider; (b) to adopt a budget and (c) to determine the apportionment between the Parties of revenues from that contract.

3. All meetings of the Executive Committee shall be held subject to the provisions of the Ralph M. Brown Act (Government Code sections 54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

B. There is hereby created an Operations Committee which shall function as a sub-committee of the Executive Committee.

1. The Operations Committee shall be made up of fifteen (15) people from a cross-section of fire operations (supervisory, management, operational; EMT I, EMT II, EMT-P, trainers and preceptors) as well as a city manager. Of the fifteen members of the Operations Committee, there shall be (a) at least one member from each of the zones created in the San Mateo County Request for Proposals for Ambulance Service or as created by the Governing Board of the Group and (b) at least five members of local labor organizations representing firefighters /paramedics. The City Manager shall be selected by the San Mateo County City Managers' Association. The five members of local labor organizations shall be selected by the San Mateo County Fire Chiefs' Association with the agreement of the local labor organizations. The remaining members of the Operations Committee shall be selected by the San Mateo County Fire Chiefs' Association. The Operations Committee shall select one of its members to serve on the Executive Committee created by Section VIIIA of this Agreement.

2. The Operations Committee shall be responsible for the implementation of the work of the Group; shall coordinate and resolve operational issues as necessary for the successful operation of the Group; and shall bring forward any recommendations to the Executive Committee and to the Board which it deems to be in the best interest of successful operations of the public/private partnership which will be created with the Countywide ambulance provider, the integrated system of pre-hospital emergency medical services and the Group.

3. The Operations Committee may invite at its discretion, technical advisers including a registered nurse or physician and an employee of the San Mateo County Emergency Medical Services Agency.

IX. Staffing

The Executive Committee may appoint and retain staff as may be provided for in the Group's adopted budget to fulfill its powers, duties and responsibilities under this Agreement, including, but not limited to, appointment of temporary or permanent staff, contracting with technical experts, legal counsel, and other consultants, or contracting with any of the Parties.

## X. Funds and Budget

A. Fiscal Year. The fiscal year for the Group shall January 1 through December 31.

B. Annual Budget and Long Range Forecast. Not later than 30 days before the end of each fiscal year, the Board shall adopt by resolution a budget for the following fiscal year setting forth all anticipated administrative, operational, and capital expenses and sources of funds for the Group. In conjunction with its annual budget, the Board may adopt by separate resolution a long-range budget forecast estimating all anticipated administrative, operations and capital expenses and sources of funds for the Group for the next five years.

C. Business Plan. The Board shall adopt a Business Plan to implement the purposes and powers enumerated in this Agreement. The Business Plan may require an initial contribution of funds from the Parties and an apportionment of expenses among the Parties.

D. Revenue Allocation Plan. The Board shall adopt, and as may be required from time to time thereafter shall amend, a plan for the equitable allocation of revenues received by the Group.

## XI. Audit and Accounting Services

A. Depository. The Board shall designate the Treasurer of one the Parties to be depository with custody of all Group funds from whatever source and to perform all functions to fulfill the requirements of Government Code section 6505.5. The Board shall set the amount of the bond required for the Treasurer.

B. Auditor: The Board shall designate the Auditor of one of the Parties to perform the functions of Auditor for the Group. There shall be strict accountability of all funds. The Auditor shall either make or contract for an audit of the accounts and records of the Group at least annually as prescribed by section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts by Government Code section 26909.

C. Secretary /Record-Keeping: The Board shall designate the Clerk of one of the Parties to perform the functions of Secretary and Custodian of Records for the Group. The Secretary/ Record-Keeper shall take and maintain minutes of the meetings of the

Board and the Executive Committee, post required public notices of meetings as well as performing other duties as assigned.

## XII. Disposition of Property and Funds Upon Termination of the Group

A. Complete Transfer to Successor Entity. In the event of termination of the Group where there is a successor public entity which will carry on the activities of the Group and assume its obligations, all real property owned by the Group and all Group funds including interest on deposits, remaining upon termination of the Group, and after payment of all obligations shall be transferred to the successor public entity.

B. Partial Transfer to Successor Entity. If there is a successor public agency which would undertake some of the functions of the Group and assume some of its obligations, all real property owned by the Group and Group funds, including any interest earned on deposits, remaining upon termination of the Group, and after payment of all obligations, shall be allocated by the Board between the successor public entity and the Parties, with that property and those funds returned to the Parties being distributed in proportion to the contribution of each Party during the term of this Agreement.

## XIII. Liability

A. No debt, liability, or obligation of the Group shall constitute a debt, liability or obligation of any Party.

B. Except as expressly authorized by the Parties and by Section XIV of this Agreement, no Party shall be responsible for the acts and omissions of another Party's officers or employees nor shall a Party incur any liabilities arising out of the services and activities of another Party's officers or employees.

C. The Group may maintain such public liability and other insurance as deemed appropriate.

D. If the Group is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the pro rata share of each Party in the satisfaction of such judgment shall be based upon each Party's allocation of "units" in the revenue allocation plan adopted by the Board.

## XIV. Maintenance of Membership

A. Each Party to this Agreement shall have the opportunity to provide notice to the Board that it will withdraw as a member of the Group and as a Party to this Agreement; provided that said notice is given during the period, and only during the period, which is fifteen (15) days from the date the contract between the Group and the potential Countywide ambulance provider is presented to the Board for its consideration

and which is prior to approval of that contract by the Board. For the purposes of this Section XIVA, the "date the contract is presented to the Board" shall be the date the agenda of the Board is posted pursuant to Government Code §54954.2 or §54956.

B. Unless notice is provided in compliance with the terms of Section XIVA, each Party to this Agreement shall remain a party to this Agreement and a member of the Group for the entire term of the contract between the Group and the Countywide ambulance provider, as that term may be amended. The obligation to remain a party to this Agreement and the consent given by each such Party further described in Section XIVC, shall be binding upon and shall apply to any successor, reconfigured or consolidated entity of any such Party.

C. The requirement to maintain membership found in Section XIVB of this Agreement is essential to the proper functioning of the Group. The Group will enter into a contract with the Countywide ambulance provider (as indicated in Section IID) to provide defined pre-hospital emergency medical services. The continued participation of each of the Parties in the work of the Group is required to fulfill the obligations and duties described in that contract. By executing this Agreement, each Party is giving its explicit consent to the Group to provide services within the consenting Party's jurisdiction under the terms set forth in Section XIVD of this Agreement.

D. In the event that any Party to this Agreement fails to maintain its membership in the Group or otherwise fails to abide by its duties and obligations as outlined in the contract referred to in Section XIVB ("Defaulting Party"), as determined by the Board, the Board may cause those duties and obligations to be performed by another Party to this Agreement and charge the cost of providing those duties and obligations during the remaining period of the contract with the Countywide ambulance provider plus fifteen percent (15%) of that cost to the Defaulting Party.

E. After the contract with the Countywide ambulance provider is approved by the Board, any Party to this Agreement shall have the opportunity to provide written notice to the Board of its intent to withdraw from membership in the Group effective on the day after the expiration date of the contract between the Group and the Countywide Ambulance Provider. Such notice shall be provided no later than sixty (60) days prior to the expiration of the contract between the Group and the Countywide ambulance provider.

## XV. Term, Amendments and Termination

A. This Agreement shall take effect on the date by which a total of any combination of ten cities and fire districts have executed this Agreement.

B. This Agreement may be amended or terminated by an affirmative vote of two-thirds of the governing bodies of all Parties; provided, however, that this Agreement may not be terminated during the term of the contract between the Group and the Countywide ambulance provider, as that term may be amended.

7/24/97

San Mateo County Advanced Life Support  
Steering Committee

July 25, 1997

The second study was completed by our consultants, Fitch and Associates, to evaluate the alternative approaches that could be used in this area.

Both studies confirmed the original concept that integrated and consolidated dispatch operations will be necessary to meet the performance requirements established by the County while ensuring that there is no negative impact on our fire suppression operations. This is, in part, due to the varying levels of technology and size of operations of the many dispatch operations within the County, as well as the need to coordinate the deployment of equipment to meet response requirements. The studies indicate that one, two, or three dispatch centers within the County could meet these requirements if the computerized dispatch systems were linked together. Two or three dispatch centers would also provide a redundancy to our system in the event of a major failure of a single dispatch center.

The Steering Committee has reviewed the reports and information provided and concurs with the findings. At this point, it is unknown as to the exact needs of the ambulance provider, especially if they do not have a communications operation in place. There is the possibility of a more efficient approach through integrating the communications needs of the ambulance providers' operation with that of the fire agencies. On this basis, the Steering Committee has approved the intent to have the private provider provide the communications requirements established by the County and the JPA through negotiation with the JPA and County. It is anticipated that a description of the system will be incorporated in the final proposal to the County after concurrence by the JPA. A detailed plan and implementation would take place during 1998 prior to contract services beginning.

#### JPA PROPOSAL DEVELOPMENT

Due to the short time-frames involved, a negotiations sub-committee of the Steering Committee has been tasked with developing a draft proposal to be made to any prospective bidders for the provision of first responder ALS services. (Sub-committee members are Jim Boyar, Hillsborough Council Member; Peter Berger, Woodside Fire District Board Member; John Martin, Daly City City Manager; Willie McDonald, San Mateo Fire Chief, Ken Mitchell, South County Authority Firefighter/IAFF; and Rick Kellar, Consultant.) Based upon an analysis of the situation, which may include only two bidders, and the current presence of Baystar/AMR as the current contractor, it appears necessary that the same proposal be made to each of the prospective bidders. The

proposal is intended to set forth the services to be provided through the JPA and the minimum financial requirements of the JPA for the provision of such services. Individual negotiations would then occur with each of the prospective bidders for value added services, communications approaches and other aspects of the Agreement. These discussions could result in different arrangements with each prospective bidder that meets their operational needs and assist in minimizing the total EMS service delivery system cost, while providing adequate reimbursement to the JPA.

Depending on the timing of the formation of the JPA and the meeting of the Governing Board, the initial "Base Proposal" and subsequent final proposals to each of the providers would be considered for approval or ratification by the Board on behalf of the member agencies,

#### FIRST RESPONDER COST BASIS AND REVENUE ALLOCATION

In developing the "Base Proposal," the sub-committee of the Steering Committee will be refining the cost basis for the provision of such services and the related revenue allocation proposal for each of the member agencies. This financial information will be based upon previous financial studies of the providing service updated for changes in the number of engine companies and other related information. The Steering Committee is currently reviewing the basic principles for these two items, which were generally contained in earlier reports provided to the Task Force and discussions with the member jurisdictions. Generally, these two items are based upon using standardized costs for the start-up of paramedic programs and ongoing operations. Revenue would be allocated on a proportionate basis to the number of engine companies used to provide the service and a methodology for reimbursement for start-up cost.

#### SUMMARY

Based upon the current schedule, we are looking at: (1) the formation of the Joint Powers Agency; (2) development of a "Base Proposal" to be submitted to the private providers; (3) the initial meeting of a Governing Board of the Joint Powers Agency; (4) ratification or approval of the Proposal and formalizing the Negotiating Committee; (5) negotiating the provision of services under the "Base Proposal" with each potential bidder as appropriate, (6) review of sub-contract and financial arrangements by each member jurisdiction; (7) and approval of final sub-contract arrangements with each provider, and the revenue allocation formula by the Governing Board.

We anticipate these actions to be necessary to be completed by the 1st of October, 1997, to allow the bidders time to complete their proposal to the County of San Mateo.

John Martin  
Co-Chair

San Mateo County Advanced Life Support Steering Committee

July 25, 1997

City Managers in Cities providing Fire Service and Fire Chiefs/District Administrators of Fire Districts

Re: Approval of Joint Powers Agreement Establishing the San Mateo County Advanced Life Support Group

Attached is a recommended Joint Powers Agreement to establish an entity capable of negotiating for and ultimately providing fire department-based paramedic first responder medical services. This agreement is the product of many months of work and review by the Advanced Life Support Committee and other parties.

As time is a key factor, with the County anticipating issuing its request for proposals for ambulance/ALS services in late August/early September, we are requesting all cities with fire departments and all independent fire districts to act upon this Joint Powers Agreement during the month of August.

Also enclosed with this mailing are:

- ◆ A model staff report for your use;
- ◆ A copy of a cover letter to the JPA agreement which went to your Mayor or Board President; and,
- ◆ A status update on the key issues related to the development of the public/private ALS partnership.

Probably of greatest importance to managers and elected officials is the provision within the Joint Powers Agreement providing an escape clause prior to the Joint Powers Body signing a contract which commits its member entities to advanced life support services. While it is necessary to create the Joint Powers Agency now so we have a legal entity to negotiate on behalf of all the parties, we also recognize that many important terms of providing this service will not be known until the completion of negotiations with interested ambulance providers. Hence, the JPA provides for a window where members may withdraw from membership if they are not comfortable with the ultimate terms of a subcontract between the Joint Powers entity and the private ambulance provider.

Either of us are available to answer any questions you may have in preparation for placing this on an August agenda. Our phone numbers are: Arne Croce, 377-3300; and John Martin, 991-8127.

Sincerely,

(signature)  
Co-chairs ALS Steering Committee

Arne Croce  
City of San Mateo

John Martin  
City of Daly City

Enclosures