



Date: June 28, 2016

To: City Manager for Council Action

From: Fire Chief

Subject: First Amendment to the 911 Emergency Medical Services Provider Agreement between the City of Santa Clara and the County of Santa Clara

EXECUTIVE SUMMARY

The City of Santa Clara, through its Fire Department, entered into an agreement with Santa Clara County on June 30, 2011, to provide paramedic-level services and/or emergency ambulance transportation within the Santa Clara County Exclusive Operating Area (EOA). The Santa Clara County Emergency Medical Services (EMS) Agency is responsible for regulatory oversight of the EMS System as required by the California Code of Regulations, Title 22. These responsibilities include system design, as well as certification/licensure of Emergency Medical Technicians and Paramedics within the EOA. The Santa Clara Fire Department has been providing EMS to our community under this agreement. This includes Advanced Life Support (ALS), provided by Paramedics and Basic Life Support, provided by Emergency Medical Technicians. The Agreement permits the Santa Clara Fire Department to function as an ALS (paramedic) provider. As a result of this agreement, the City of Santa Clara receives approximately \$375,000 annually from the County Ambulance Provider in the form of First Responder Reimbursement funds. The current agreement expires on June 30, 2016. This first amendment to the Agreement extends the existing agreement for an additional three (3) years, to expire on June 30, 2019.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Advantages to the approval of the First Amendment to the Agreement include: allowing the Santa Clara Fire Department to continue providing ALS (paramedic) level care to our community; and allowing for the continued collection of First Responder Reimbursement Funds. No disadvantages can be identified.

ECONOMIC/FISCAL IMPACT

This amendment essentially extends our ability to continue providing on-going paramedic level services and to collect First Responder Reimbursement funds, of approximately \$375,000 annually.

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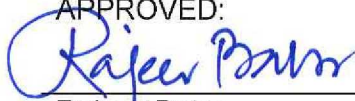
RECOMMENDATION

That the Council approve the First Amendment to the 911 Emergency Medical Services Provider Agreement with the County of Santa Clara, extending the term from June 30, 2016 to June 30, 2019 to provide on-going paramedical level services.



William Kelly
Fire Chief

APPROVED:



Rajeev Batra
Acting City Manager

Documents Related to this Report:

- 1) *First Amendment to the 911 Emergency Medical Services Provider Agreement Between the City of Santa Clara and the County of Santa Clara*

**FIRST AMENDMENT
TO THE 911 EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT BETWEEN THE
CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA**

This First Amendment to the 911 Emergency Medical Services Provider Agreement ("First Amendment") is entered into by and between the City of Santa Clara ("Provider") and the County of Santa Clara ("County"), effective as of June 30, 2016 ("Effective Date").

RECITALS

A. The Provider and County entered into that certain 911 Emergency Medical Services Provider Agreement ("Agreement") on June 30, 2011, to provide paramedic-level services and/or emergency ambulance transportation within the Santa Clara County Exclusive Operating Area.

B. The Provider and County now desire to amend certain provisions of this Agreement concerning the term of the Agreement and the use of the Medical Priority Dispatch System.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider hereby agree that the Agreement is amended, as of the Effective Date, as follows:

1. Term of Agreement. Section 2.1 of the Agreement is amended and restated as follows:

2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. on July 1, 2011 and shall be in force and effect for a period of eight (8) years thereafter, until 11:59 p.m. on June 30, 2019.

2. Annex B, Section IV, C, Table 1: Medical Priority Dispatch System Use.

The MPDS use standard for Fiscal Year 2016 shall be met by the provider for the remainder of the term of this agreement.

3. The Agreement, as amended by this First Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Agreement. The Agreement may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

4. Except as modified by this First Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. Should any inconsistency arise between this First Amendment and the Agreement as to the specific matters which are the subject of this First Amendment, the terms and conditions of this First Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

COUNTY OF SANTA CLARA:

CITY OF SANTA CLARA:

René G. Santiago Date
Deputy County Executive

Rajeev Batra Date
Acting City Manager

Approved as to Form and Legality:

Approved as to Form:

Jenny S. Lam Date
Deputy County Counsel

Richard E. Nosky, Jr. Date
City Attorney

Approved: _____

ATTEST:

John Cookinham Date
SCVHHS Chief Financial Officer

City Clerk