Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3007
(916) 228-3070 – Fax (916) 228-3079

Amended A G E N D A

11:00 a.m.

Thursday, July 10, 2014

SPECIAL MEETING OF THE GOVERNING BOARD OF SRFECC

Sacramento Metropolitan Fire District Headquarters
10545 Armstrong Ave – Rooms #384 & 385
Mather, CA 95655-4102

Call to Order — Chairperson

Roll Call Member Agencies — Secretary

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three minutes.

ACTION ITEMS:

a. Old Business: Items from previous Board Meeting(s) that have not been resolved and require attention.

None

b. New Business:

1. Resolution #05-14, Acknowledge Approval by the Sacramento Regional Fire/EMS Communications Center Member Agencies of the Third Amended Joint Powers Agreement	Page	3-4
Copy of Third Amended Joint Powers Agreement Attached for Reference		
Copies of Member Agencies Resolutions/Documentation Adopting the Third Amended Joint Powers Agreement	*Page*	5-38
2. Ratification of Local 150 Memorandum of Understanding*		
*3. Ratification of Local 856 Memorandum of Understanding**		
4. Letter of Extension for Local 150	Page	39
5. Letter of Extension for Local 856	Page	40
6. Approval of Fire Service Medical Director RFP	Page	41-65
6a. Redline strikeout version of Fire Service Medical Director RFP	Page	66-91

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON FUTURE AGENDA:

PRESENTATION/INFORMATION:

CENTER REPORTS: Consolidation of Administrative, Operational and Technical Reports.

** INDICATES NO ATTACHMENT*

1. Chief Executive Director*
2. IT Manager*
3. Accounting Manager*
4. Communications Manager*

CORRESPONDENCE:

None

BOARD MEMBER COMMENTS:

COUNSEL'S REPORT:

ANTICIPATED ACTION ITEMS: These items require board action at a future meeting.

CLOSED SESSION: Included on agenda as needed.

1. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*
   Pursuant to California Government Code Section 54956.9(b)
   The Board will meet in closed session to discuss significant exposure to litigation.
   One (1) potential case

2. PERSONNEL ISSUES*
   Pursuant to California Government Code Section 54957
   Action/Discussion to Appoint, Employ, Dismiss, Accept the Resignation of or Otherwise Affect the Employment Status of a Public Employee

3. CONFERENCE WITH LABOR NEGOTIATOR*
   Pursuant to Government Code Section 54957.6

District Negotiator(s)	Counsel, Robert Kingsley Teresa Murray, Chief Executive Director
Employee Organization(s)	Teamsters Local 856 Teamsters Local 150

ADJOURNMENT:

The next Regular Board Meeting is July 29, 2014.

Location:	Sacramento Metropolitan Fire District 10545 Armstrong Ave, Mather, CA 95655-4102; Board Chambers – Rooms 384-385
Time:	9:00 a.m.
Distribution:	Board Members, Alternates and Chiefs
Posted at:	Administration Office

This is to certify that I posted a copy of the agenda at 10230 Systems Parkway on July 9, 2014.

Janice Parker

Clerk of the Board

**INDICATES NO ATTACHMENT*

RESOLUTION NO. 05-14

BEFORE THE GOVERNING BOARD OF THE SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER

RESOLUTION TO ACKNOWLEDGE APPROVAL BY THE SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER MEMBER AGENCIES of the THIRD AMENDED JOINT POWERS AGREEMENT

RECITALS

1. The Sacramento Regional Fire/EMS Communications Center ("SRFECC" or "Center") is a Joint Powers Authority ("JPA") established pursuant to Government Code sections 6500, *et seq*.

2. The Center is governed by, and operates under, the Second Amended Joint Powers Agreement, dated March 1, 2001 ("Second Amended JPA"). Section 18.A of the Second Amended JPA allows for its amendment.

3. Recognizing that certain provisions of, and exhibits to, the Seconded Amended JPA had become outdated, this Governing Board previously directed counsel to prepare a Third Amended Joint Powers Agreement ("Third Amended JPA").

4. A public Board workshop was held on March 7, 2014 to review and discuss the draft Third Amended JPA. Representatives of the Member Agencies were present at the workshop. Recommended revisions to the "draft" of a Third Amended JPA were made and were reviewed by this Governing Board. The Third Amended JPA is Attachment #1 to this Resolution.

5. On March 25, 2014, the Center Governing Board passed Resolution No. 02-14 to recommend approval of the Third Amended JPA by the Member Agencies.

6. All of the Member Agencies have consented to the amendment of the Second Amended JPA and no Member Agency has chosen to withdraw from the Center.

   6a. Each Member Agency has provided documentation to evidence of that Agency's approval of the Third Amended JPA.

   6b. Center's legal counsel has reviewed the documentation submitted by the Member Agencies, and has determined that it is sufficient to evidence that each Member Agency's governing body approved the Third Amended JPA prior to July 1, 2014.

7. Section F of the Third Amended JPA provides that it shall become effective on the July 1st following approval by the governing body of each of the Member Agencies.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the preceding Recitals, the Governing Board of the Center acknowledges that the Third Amended Joint Powers Agreement (*see* Attachment #1) became effective on July 1, 2014.

2. The Chief Executive Director, or her designee, is directed and authorized to execute the Third Amended JPA, file the Third Amended JPA with the California Secretary of State and with the California State Controller within 30 days of July 1, 2014, and take such actions and execute such documents as are necessary to effect the intent of this Resolution.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Fire/EMS Communications Center at a special meeting held on the 10th of July, 2014, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

_____
Chairperson of the Governing Board

ATTEST:

_____
Secretary to the Governing Board

00013368.2

"THIRD AMENDED" JOINT POWERS AGREEMENT

TO ESTABLISH, OPERATE, AND MAINTAIN A PUBLIC SAFETY COMMUNICATIONS CENTER

THIS THIRD AMENDED JOINT POWERS AGREEMENT ("Agreement") replaces and supersedes the Joint Powers Agreement, dated January 1, 1981, the First Amended Joint Powers Agreement, dated May of 1994, and the Second Amended Joint Powers Agreement, dated March 1, 2001.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and the mutual benefits to be derived therefrom, each of the parties agrees as follows:

RECITALS

WHEREAS, it is to the mutual benefit and in the best interest of the Member Agencies to join together to establish this Joint Powers Agreement to accomplish the purposes hereafter set forth;

WHEREAS, the Member Agencies have each determined that:

- there is a need to provide for public safety communications and dispatch support services on a group rather than individual basis;
- it appears economically practical to join together for the purpose of providing public safety communications and dispatch support services.

WHEREAS, Article I, Chapter 5, Division 7, Title 1, Sections 6500 et seq. of the Government Code permits two or more public agencies jointly to exercise any power common to the contracting parties.

AGREEMENT

A. CREATION

1. Pursuant to Sections 6500 et seq., of the Government Code, there was created an entity, separate and apart from the Member Agencies, to be known as the "Sacramento Regional Public Safety Communications Center" (hereinafter "the Center").

2. This Third Amended Agreement shall be effective upon satisfaction of the provisions set forth in Section F. below.

3. The term "Member Agency," as used in this Agreement, includes:

   a. the Cosumnes Community Services District, the City of Folsom, the City of Sacramento and the Sacramento Metropolitan Fire District; and

   b. any public agency that is subsequently admitted to membership pursuant to Paragraph G. below.

B. PURPOSE

The purpose of the Center is to provide the following:

1. Communications and dispatch services for Member Agencies and for contracting entities (see B.3., below). This shall also include by way of illustration and not limitation:

   a. support for public safety communication and dispatch services; and

   b. related services to assist and support this communication/dispatch function.

2. Services to assist and support a Member Agency or a contracting entity in the provision of its public safety services. This includes, by way of illustration and not limitation:

   a. Contracting with, or employing, an EMS physician to provide medical advisory services.

   b. Contracting with, or employing, a pharmacist to provide pharmaceutical services; and

   c. Joint purchasing efforts and/or joint billing services for Member Agencies and contracting entities.

3. Services provided to a contracting entity (whether a public safety agency without Member Agency status, or a secondary user) shall be as set forth in the written agreement between the Center and the affected contracting entity.

C. POWERS

1. The Center is authorized, in its own name, to perform all acts necessary to accomplish the purposes set forth in Section B. above.

2. The Center's powers shall include, by way of illustration and not limitation:

   a. to make and enter into contracts;

   b. to employ agents and employees;

   c. to acquire, construct, manage, maintain and operate any buildings, works or improvements;

   d. to acquire, hold and dispose of property of all kinds;

   e. to incur debts, liabilities or obligations;

   f. to sue and be sued; and

g. take action on personnel matters brought before it by the Center's chief executive officer or the Chairperson or the Personnel Committee. The Personnel Committee is a standing committee of the JPA whose members are appointed by the Board.

3. The exercise of such powers is subject only to the restrictions imposed by law upon the manner of exercising such powers that apply to a fire protection district or a charter city.

D. GOVERNING BOARD AND VOTING RIGHTS

1. Board Membership.

a. The Center shall be administered by its Governing Board (hereinafter "the Board").

(1) The Board shall be composed of one (1) appointee from each Member Agency.

(2) Each Member Agency shall appoint one (1) primary representative and one (1) alternate representative.

(a) The primary representative, and the alternate representative, shall be either a member of the Member Agency's governing body, Chief Executive Officer (e.g. the Fire Chief, City Manager, etc.) or other qualified employee.

(3) The alternate representative shall have the authority to vote only if the primary representative is absent.

b. Each primary representative or alternate representative shall serve at the pleasure of the Member Agency by which s/he was appointed.

c. Each Member Agency shall have on file with the Center a current letter designating its primary representative and its alternate representative.

2. Weighted Voting.

a. Each Member Agency shall exercise weighted voting.

(1) The number of votes that each Member Agency representative is entitled to cast in each fiscal year (July 1 through June 30) shall equal that percentage (rounded to the nearest hundredth percent) which is derived by dividing:

- the number of annual emergency service calls to which that Member Agency was dispatched in the preceding calendar year by;
- the total of the annual emergency service calls dispatched by the Center in the preceding calendar year to all Member Agencies which will remain a member on July 1.

(2) This process shall be repeated not later than June 30th of each year for the coming fiscal year and shall take into account the admission of a new Member Agency (see D.2.c. below).

b. An "emergency service call" is defined as any call which generates a Center master number.

c. If a new Member Agency is added, the number of fire and emergency medical calls dispatched for that agency during the preceding calendar year shall be an agreed-upon number set forth in the "Resolution to Join"

until that new Member Agency has had all its fire and emergency medical calls dispatched by the Center for a full calendar year.

d. If a new Member Agency is added, and that agency is law enforcement, the terms of their admission shall specify their voting structure.

E. MEETINGS OF THE BOARD AND OFFICERS

1. The Board shall provide for meetings as allowed by law, including by way of illustration and not limitation: regular meetings, adjourned regular meetings, special meetings and emergency meetings.

2. All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

3. The presence of a representative (or an alternate) authorized to cast two-thirds (2/3) of the total number of weighted votes (see paragraph D.2. above) shall constitute:

   a. a majority of the Board; and

   b. a quorum for the transaction of business.

4. Action to be taken or authorized by the Board requires approval by at least two-thirds (2/3) of the total number of votes as described in Paragraph D.2. above.

5. Notwithstanding the preceding, less than a quorum may adjourn from time-to-time.

6. The Board shall elect a Chairperson and a Vice Chairperson.

   a. Each December, the Board shall elect or reelect its Chairperson and Vice Chairperson to assume office on January 1st.

b. In the event that the elected Chairperson or Vice Chairperson ceases to be a representative to the Board, the resulting vacancy shall be filled at the meeting of the Board held after such vacancy occurs.

c. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson.

F. TERM

This Third Amended Agreement shall become effective on the July 1st following approval by the governing board of each of the Member Agencies. It shall continue until terminated as hereinafter provided.

G. MEMBERSHIP

1. Public agencies providing either fire protection services or ALS ambulance service or public safety service are eligible for membership.

2. Each Member Agency is entitled to the rights and privileges and is subject to the obligations of membership as provided in this Agreement.

3. An eligible public agency may become a Member Agency of the Center provided:

a. The governing body of the applicant public agency adopts a Resolution in the form requested by the Center which:

(1) agrees to be bound by this Agreement; and

(2) acknowledges an annual contribution rate that shall continue until the "new" Member Agency has been dispatched by the Center for a complete calendar year; and

(3) agrees to payment of any entry fee that has been established by the Center's Board. Such a fee may include, by way of illustration and not limitation:

- set-up costs, resulting from the inclusion of the new agency; and
- a proportionate amount of any debt or obligation of the Center.

b. The Board approves the public agency's application for membership.

4. The Board retains the right to reject a membership application for any reason.

H. REPORTS

1. Each Member Agency shall provide to the Center such information as is necessary to the Center to perform its functions hereunder. Each Member Agency shall cooperate in every reasonable manner.

2. Upon request of either the primary representative or alternate representative of a Member Agency, the Center's Chief Executive Director shall provide major policy issue briefings to the governing body of that Member Agency, provided that such request is first approved by the Center Board.

I. TREASURER

1. The Board shall designate a Treasurer and designate a treasury in accordance with applicable law.

2. The Treasurer shall receive and receipt all money of the Center and place it in the Center's treasury to the credit of the Center.

3. The Treasurer shall invest the Center's funds in accordance with the general law. All interest collected on the Center's funds shall be accounted for and posted to the account of said funds.

J. AUDITING

1. The Center shall cause an independent audit to be made by a certified public accountant in compliance with California Government Code section 6505.

2. At the close of each fiscal year, or at such other times as provided in Government Code Section 6505, an audit shall be performed.

K. FISCAL YEARS

The fiscal year for the Center shall be July 1st through the next following June 30th.

L. BUDGET

The Board shall adopt a budget for each fiscal year in accordance with applicable law.

M. MEMBER CONTRIBUTIONS

1. Dispatch and Dispatch-Related Services

a. Each Member Agency shall pay its pro-rata share of all capital, operating, and related costs of the Center.

b. Pro-rata share shall be calculated in the same manner as weighted voting is determined in Section D.2. above.

2. A Member Agency shall pay for any additional services that are received or requested by the Member Agency if those additional services are not also deemed to be of general benefit to the Center, as determined by the Board, and made available to all Member Agencies. Additional services shall be provided by the Center at rates to be determined by the Board.

3. The Member Agencies recognize that, from time-to-time, the Center may incur costs and expenses which are not directly related to the provision of services to Member Agencies. In addition to the payments specified in Sections M.1 and M.2 above, each Member Agency shall pay its pro-rata share, based on its weighted voting percentages, of such costs and expenses.

N. DEBTS AND OBLIGATIONS

1. The debts, liabilities and obligations of the Center shall not be the debts, liabilities, and/or obligations of the Member Agencies.

2. Notwithstanding Paragraph N.1:

   a. Each Member Agency is responsible for its pro-rata share of any obligation of the Center which was incurred at a time when that entity was a Member Agency. This shall also include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.

   b. Pro-rata share shall be in the same proportion as that entity's weighted voting percentage determined pursuant to Section D.2 of the Agreement.

   c. The pro-rata obligation of each Member Agency is immediately binding on the Member Agency at the time the obligation is incurred.

O. WITHDRAWAL

1. Any Member Agency may withdraw as a party to this Agreement as follows:

   a. June 30 (11:59 p.m.), annually, shall be the only day and month on which a withdrawal shall take effect.

   b. Notice of such withdrawal shall be in writing and addressed to the Chairperson of the Board of the Sacramento Regional Fire/EMS

Communications Center at is primary address (currently 10230 Systems Parkway, Sacramento, California 95827-3006).

c. Notice of withdrawal must be accompanied by a proof of service. Notice shall be considered given on the date of service.

d. Notice shall be given to the Center no later than the October 1 preceding the withdrawal date.

e. No withdrawing Member Agency shall be entitled to any payment for its interest or assets upon withdrawal.

2. Notwithstanding Paragraph N.1., no Member Agency may withdraw until they have:

a. Either paid in full their pro-rata share of all outstanding debts and obligations that were incurred while they were a member. This shall also include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.

b. Or, executed a contract with the Center to pay for all outstanding debts and obligations that were incurred while they were a member.

P. DISSOLUTION

1. This Agreement may be terminated in its entirety upon the consent of not less than ninety percent (90%) of the total number of weighted votes of the Member Agencies.

2. No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Member Agency has:

a. Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a member; or

b. Executed a contract with the Center to pay for all outstanding debts and obligations that were incurred while they were a member.

3. All assets of the Center will be distributed in proportion to the contributions of the Member Agencies during the fiscal year of dissolution.

Q. AMENDMENT

1. This Agreement may be amended as follows:

a. The Board adopts a Resolution recommending amendment which will be presented to the Governing Body of each Member Agency for ratification.

b. The Amendment shall be effective when the required Resolution Recommending Amendment has been ratified by the governing bodies of those Member Agencies entitled to cast not less than ninety percent (90%) of the total number of weighted votes (see Section IV.B. hereof).

2. Provided, however, no amendment approved by less than unanimous consent shall be effective until such time as any nonconsenting Member Agency has had an opportunity to withdraw from the Center (see Paragraph O. above).

R. CONFLICT RESOLUTION

1. A Member Agency shall be free to bring all differences of interpretation regarding, and all disputes arising in connection with, this Agreement or the operation of the Center to the attention of the other Member Agencies at any time. Such communications shall be deemed positive and may be made without prejudicing the harmonious relationship and operations of the Center. Within ten

(10) days of receiving a written statement of a difference of interpretation of a dispute (hereinafter "Statement"), the Center shall appoint and convene a panel comprised of three (3) Board members/alternates. This panel shall be charged with effecting a mutually satisfactory solution. The Center shall consider any disputes under this Section R in compliance with the Brown Act.

2. Should the panel be unable to effect a mutually satisfactory solution within thirty (30) days of receipt of the Statement, the party filing that Statement may cause the matter to proceed to mediation. In such case, a neutral mediator shall be appointed. If the parties are unable to agree upon a mediator, a list of five (5) names shall be requested from the State Mediation and Conciliation Service and the parties shall alternately strike names to select the mediator. The mediator's role shall be to effect a mutually satisfactory solution or, in the alternative, to issue an advisory statement of solution. The costs of the mediator shall be divided between the party requesting mediation (one-half) and the Center (one-half). Each party shall bear its own respective costs associated with the mediation.

3. Any controversy, claim, or breach arising out of or relating to this Agreement which the parties are unable to resolve to their mutual satisfaction may be litigated or otherwise resolved in any court having jurisdiction.

IN WITNESS WHEREOF, the Chief Executive Director of the Center certifies that the Member Agencies listed in Exhibit A have approved this Third Amended Agreement by filing with the Board an executed, certified copy of its lawfully adopted resolution.

ACKNOWLEDGEMENT OF APPROVAL
OF THE
THRID AMENDED JOINT POWERS AGREEMENT
BY THE CENTER

Date: _____

_____
Teresa Murray
Chief Executive Director

00014937.2

EXHIBIT A

LIST OF MEMBER AGENCIES

Cosumnes Community Services District

City of Folsom

City of Sacramento

Sacramento Metropolitan Fire District

RESOLUTION NO. - 2014-14

BEFORE THE GOVERNING BODY OF THE COSUMNES COMMUNITY SERVICES DISTRICT

Adoption of the Third Amended Joint Powers Agreement Governing the Sacramento Regional Fire/EMS Communications Center

RECITALS

1. The Sacramento Regional Fire/EMS Communications Center ("SRFECC" or "Center") is a Joint Powers Authority ("JPA") established pursuant to Government Code section 6500 *et seq*.

2. The Center is governed by, and operated pursuant to, the Second Amended Joint Powers Agreement, dated March 1, 2001 ("Second Amended JPA").

3. Section 18.A of the Second Amended JPA provides that the Second Amended JPA may be amended by resolution.

4. Recognizing that certain provisions of, and exhibits to, the Seconded Amended JPA had become outdated, the Governing Board of the SRFECC directed counsel to prepare a Third Amended Joint Powers Agreement ("Third Amended JPA").

5. A public workshop for the SRFECC Governing Board was held on March 7, 2014 to review and discuss the "draft" Third Amended JPA.

6. On March 25, 2014, the SRFECC Governing Board unanimously passed Resolution #02-14 which recommends that the Member Agencies adopt the Third Amended JPA.

7. Section 18.B of the Second Amended JPA provides that amendment shall be effective when the required resolution has been approved by the governing bodies of those Member Agencies entitled to cast not less than ninety percent (90%) of the total number of votes pursuant to Section 4.B of the Second Amended JPA.

8. Section 18.C of the Second Amended JPA provides that no amendment approved by less than unanimous consent shall be effective until such time as any nonconsenting Member Agencies have had an opportunity to withdraw from the Center.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED:

> The Cosumnes Community Services District casts its votes to adopt the Third Amended JPA that is attached as Exhibit #1 to this Resolution.

THE FOREGOING RESOLUTION was passed and adopted by of the Cosumnes Community Services District at a regular meeting held on the 16th of April, 2014, by the following roll call vote:

AYES: Albiani, Brewer, Lozano, Orrock, Rutter

NOES: None

ABSENT: None

Signed and Approved by me after its passage.

Board President, Cosumnes CSD

ATTEST:

Secretary to the Cosumnes CSD Board

00011574.1

RESOLUTION NO. 9386

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDED JOINT POWERS AGREEMENT TO ESTABLISH AND MAINTAIN A PUBLIC SAFETY COMMUNICATIONS CENTER

WHEREAS, the Sacramento Regional Fire/EMS Communications Center ("SRFECC" or "Center") is a Joint Powers Authority ("JPA") established pursuant to Government Code Section 6500 *et seq.*; and

WHEREAS, The Center is governed by, and operated pursuant to, the Second Amended Joint Powers Agreement, dated March 1, 2001 ("Second Amended JPA"); and

WHEREAS, Section 18.A of the Second Amended JPA provides that the Second Amended JPA may be amended by resolution; and

WHEREAS, recognizing that certain provisions of, and exhibits to, the Second Amended JPA had become outdated, the Governing Board of the SRFECC directed counsel to prepare a Third Amended Joint Powers Agreement ("Third Amended JPA"); and

WHEREAS, a public workshop for the SRFECC Governing Board was held on March 7, 2014 to review and discuss the "draft" Third Amended JPA; and

WHEREAS, On March 25, 2014, the SRFECC Governing Board unanimously passed Resolution #02-14 which recommends that the Member Agencies adopt the Third Amended JPA; and

WHEREAS, Section 18.B of the Second Amended JPA provides that amendment shall be effective when the required resolution has been approved by the governing bodies of those Member Agencies entitled to cast not less than ninety percent (90%) of the total number of votes pursuant to Section 4.B of the Second Amended JPA; and

WHEREAS, Section 18.C of the Second Amended JPA provides that no amendment approved by less than unanimous consent shall be effective until such time as any nonconsenting Member Agencies have had an opportunity to withdraw from the Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute the Third Amended Joint Powers Agreement to establish and maintain a Public Safety Communications Center.

PASSED AND ADOPTED this 24th day of June 2014, by the following roll-call vote:

AYES:	Council Member(s):	Miklos, Morin, Sheldon, Howell
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Starsky
ABSTAIN:	Council Member(s):	None

Kerri M. Howell, MAYOR

ATTEST:

Christa Saunders, CITY CLERK

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 - Mather, CA 95655 - Phone (916) 859-4300 - Fax (916) 859-3702

KURT P. HENKE
Fire Chief

RESOLUTION NO. 2014-62

AUTHORIZING THE EXECUTION OF THE THIRD AMENDED JOINT POWERS AGREEMENT WITH THE SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER

WHEREAS, the Sacramento Metropolitan Fire District (District) provides fire protection, emergency medical services and hazardous materials response through 42 fire stations and approximately 550 personnel to over 650,000 people in 417 square mile area; and

WHEREAS, the District is a primary voting member agency of the Joint Powers Authority (JPA) Regional Fire/EMS Communications Center; and

WHEREAS, the District has membership on the JPA Board and participated in the development of the Third Amended Joint Powers Agreement; and

WHEREAS, the District supports the amended Agreement; and

WHEREAS, the Agreement allows for future amendments as needed to maintain best business practices;

NOW, THEREFORE, BE IT RESOLVED that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Approve the attached Third Amended Joint Powers Agreement; and
2. Authorize the Fire Chief or his designee to execute all documents necessary to enter into the agreement.

PASSED AND APPROVED this 24th day of April, 2014, by the following vote to wit:

AYES: Clark, Goold, Jones, Kelly, Monk, Scheidegger, Wood

NOES: None

ABSENT: Orzalli, Pierson

ABSTAIN: None

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested by:

_____
Clerk of the Board

"THIRD AMENDED" JOINT POWERS AGREEMENT

TO ESTABLISH, OPERATE, AND MAINTAIN A PUBLIC SAFETY COMMUNICATIONS CENTER

THIS THIRD AMENDED JOINT POWERS AGREEMENT ("Agreement") replaces and supersedes the Joint Powers Agreement, dated January 1, 1981, the First Amended Joint Powers Agreement, dated May of 1994, and the Second Amended Joint Powers Agreement, dated March 1, 2001.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and the mutual benefits to be derived therefrom, each of the parties agrees as follows:

RECITALS

WHEREAS, it is to the mutual benefit and in the best interest of the Member Agencies to join together to establish this Joint Powers Agreement to accomplish the purposes hereafter set forth;

WHEREAS, the Member Agencies have each determined that:

- there is a need to provide for public safety communications and dispatch support services on a group rather than individual basis;
- it appears economically practical to join together for the purpose of providing public safety communications and dispatch support services.

WHEREAS, Article I, Chapter 5, Division 7, Title 1, Sections 6500 et seq. of the Government Code permits two or more public agencies jointly to exercise any power common to the contracting parties.

AGREEMENT

A. CREATION

1. Pursuant to Sections 6500 et seq., of the Government Code, there was created an entity, separate and apart from the Member Agencies, to be known as the "Sacramento Regional Public Safety Communications Center" (hereinafter "the Center").

2. This Third Amended Agreement shall be effective upon satisfaction of the provisions set forth in Section F. below.

3. The term "Member Agency," as used in this Agreement, includes:

   a. the Cosumnes Community Services District, the City of Folsom, the City of Sacramento and the Sacramento Metropolitan Fire District; and

   b. any public agency that is subsequently admitted to membership pursuant to Paragraph G. below.

B. PURPOSE

The purpose of the Center is to provide the following:

1. Communications and dispatch services for Member Agencies and for contracting entities (see B.3., below). This shall also include by way of illustration and not limitation:

   a. support for public safety communication and dispatch services; and

   b. related services to assist and support this communication/dispatch function.

2. Services to assist and support a Member Agency or a contracting entity in the provision of its public safety services. This includes, by way of illustration and not limitation:

   a. Contracting with, or employing, an EMS physician to provide medical advisory services.

   b. Contracting with, or employing, a pharmacist to provide pharmaceutical services; and

   c. Joint purchasing efforts and/or joint billing services for Member Agencies and contracting entities.

3. Services provided to a contracting entity (whether a public safety agency without Member Agency status, or a secondary user) shall be as set forth in the written agreement between the Center and the affected contracting entity.

C. POWERS

1. The Center is authorized, in its own name, to perform all acts necessary to accomplish the purposes set forth in Section B. above.

2. The Center's powers shall include, by way of illustration and not limitation:

   a. to make and enter into contracts;

   b. to employ agents and employees;

   c. to acquire, construct, manage, maintain and operate any buildings, works or improvements;

   d. to acquire, hold and dispose of property of all kinds;

   e. to incur debts, liabilities or obligations;

   f. to sue and be sued; and

g. to take action on personnel matters brought before it by the Center's chief executive officer or the Chairperson or the Personnel Committee. The Personnel Committee is a standing committee of the JPA whose members are appointed by the Board.

3. The exercise of such powers is subject only to the restrictions imposed by law upon the manner of exercising such powers that apply to a fire protection district or a charter city.

D. GOVERNING BOARD AND VOTING RIGHTS

1. Board Membership.

a. The Center shall be administered by its Governing Board (hereinafter "the Board").

(1) The Board shall be composed of one (1) appointee from each Member Agency.

(2) Each Member Agency shall appoint one (1) primary representative and one (1) alternate representative.

(a) The primary representative, and the alternate representative, shall be either a member of the Member Agency's governing body, Chief Executive Officer (e.g. the Fire Chief, City Manager, etc.) or other qualified employee.

(3) The alternate representative shall have the authority to vote only if the primary representative is absent.

b. Each primary representative or alternate representative shall serve at the pleasure of the Member Agency by which s/he was appointed.

c. Each Member Agency shall have on file with the Center a current letter designating its primary representative and its alternate representative.

2. Weighted Voting.

a. Each Member Agency shall exercise weighted voting.

(1) The number of votes that each Member Agency representative is entitled to cast in each fiscal year (July 1 through June 30) shall equal that percentage (rounded to the nearest hundredth percent) which is derived by dividing:

- the number of annual emergency service calls to which that Member Agency was dispatched in the preceding calendar year by;
- the total of the annual emergency service calls dispatched by the Center in the preceding calendar year to all Member Agencies which will remain a member on July 1.

(2) This process shall be repeated not later than June 30th of each year for the coming fiscal year and shall take into account the admission of a new Member Agency (see D.2.c. below).

b. An "emergency service call" is defined as any call which generates a Center master number.

c. If a new Member Agency is added, the number of fire and emergency medical calls dispatched for that agency during the preceding calendar year shall be an agreed-upon number set forth in the "Resolution to Join"

until that new Member Agency has had all its fire and emergency medical calls dispatched by the Center for a full calendar year.

d. If a new Member Agency is added, and that agency is law enforcement, the terms of their admission shall specify their voting structure.

E. MEETINGS OF THE BOARD AND OFFICERS

1. The Board shall provide for meetings as allowed by law, including by way of illustration and not limitation: regular meetings, adjourned regular meetings, special meetings and emergency meetings.

2. All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

3. The presence of a representative (or an alternate) authorized to cast two-thirds (2/3) of the total number of weighted votes (see paragraph D.2. above) shall constitute:

   a. a majority of the Board; and

   b. a quorum for the transaction of business.

4. Action to be taken or authorized by the Board requires approval by at least two-thirds (2/3) of the total number of votes as described in Paragraph D.2. above.

5. Notwithstanding the preceding, less than a quorum may adjourn from time to time.

6. The Board shall elect a Chairperson and a Vice Chairperson.

   a. Each December, the Board shall elect or reelect its Chairperson and Vice Chairperson to assume office on January 1st.

b. In the event that the elected Chairperson or Vice Chairperson ceases to be a representative to the Board, the resulting vacancy shall be filled at the meeting of the Board held after such vacancy occurs.

c. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson.

F. TERM

This Third Amended Agreement shall become effective on the July 1st following approval by the governing board of each of the Member Agencies. It shall continue until terminated as hereinafter provided.

G. MEMBERSHIP

1. Public agencies providing either fire protection service or ALS ambulance service or public safety service are eligible for membership.

2. Each Member Agency is entitled to the rights and privileges and is subject to the obligations of membership as provided in this Agreement.

3. An eligible public agency may become a Member Agency of the Center provided:

a. The governing body of the applicant public agency adopts a Resolution in the form requested by the Center which:

(1) agrees to be bound by this Agreement; and

(2) acknowledges an annual contribution rate that shall continue until the "new" Member Agency has been dispatched by the Center for a complete calendar year; and

(3) agrees to payment of any entry fee that has been established by the Center's Board. Such a fee may include, by way of illustration and not limitation:

- set-up costs, resulting from the inclusion of the new agency; and
- a proportionate amount of any debt or obligation of the Center.

b. The Board approves the public agency's application for membership.

4. The Board retains the right to reject a membership application for any reason.

H. REPORTS

1. Each Member Agency shall provide to the Center such information as is necessary to the Center to perform its functions hereunder. Each Member Agency shall cooperate in every reasonable manner.

2. Upon request of either the primary representative or alternate representative of a Member Agency, the Center's Chief Executive Director shall provide major policy issue briefings to the governing body of that Member Agency, provided that such request is first approved by the Center's Board.

I. TREASURER

1. The Board shall designate a Treasurer and designate a treasury in accordance with applicable law.

2. The Treasurer shall receive and receipt all money of the SRFECC and place it in the SRFECC's treasury to the credit of the SRFECC.

3. The Treasurer shall invest the Center's funds in accordance with the general law. All interest collected on the Center's funds shall be accounted for and posted to the account of said funds.

J. AUDITING

1. The Center shall cause an independent audit to be made by a certified public accountant in compliance with California Government Code section 6505.

2. At the close of each fiscal year, or at such other times as provided in Government Code Section 6505, an audit shall be performed.

K. FISCAL YEARS

The fiscal year for the Center shall be July 1st through the next following June 30th.

L. BUDGET

The Board shall adopt a budget for each fiscal year in accordance with applicable law.

M. MEMBER CONTRIBUTIONS

1. Dispatch and Dispatch-Related Services

a. Each Member Agency shall pay its pro-rata share of all capital, operating, and related costs of the Center.

b. Pro-rata share shall be calculated in the same manner as weighted voting is determined in Section D.2. above.

2. A Member Agency shall pay for any additional services that are received or requested by the Member Agency if those additional services are not also deemed to be of general benefit to the Center, as determined by the Board, and made available to all Member Agencies. Additional services shall be provided by the Center at rates to be determined by the Board.

3. The Member Agencies recognize that, from time-to-time, the Center may incur costs and expenses which are not directly related to the provision of services to Member Agencies. In addition to the payments specified in Sections M.1 and M.2 above, each Member Agency shall pay its pro-rata share, based on its weighted voting percentages, of such costs and expenses.

N. DEBTS AND OBLIGATIONS

1. The debts, liabilities and obligations of the Center shall not be the debts, liabilities, and/or obligations of the Member Agencies.

2. Notwithstanding Paragraph N.1:

   a. Each Member Agency is responsible for its pro-rata share of any obligation of the Center which was incurred at a time when that entity was a Member Agency. This shall also include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.

   b. Pro-rata share shall be in the same proportion as that entity's weighted voting percentage determined pursuant to Section D.2 of the Agreement.

   c. The pro-rata obligation of each Member Agency is immediately binding on the Member Agency at the time the obligation is incurred.

O. WITHDRAWAL

1. Any Member Agency may withdraw as a party to this Agreement as follows:

   a. June 30 (11:59 p.m.), annually, shall be the only month and day on which a withdrawal shall take effect.

   b. Notice of such withdrawal shall be in writing and addressed to the Chairperson of the Board of the Sacramento Regional Fire/EMS

Communications Center at is primary address (currently 10230 Systems Parkway, Sacramento, California 95827-3006).

c. Notice of withdrawal must be accompanied by a proof of service. Notice shall be considered given on the date of service.

d. Notice shall be given to the Center no later than the October 1 preceding the withdrawal date.

e. No withdrawing Member Agency shall be entitled to any payment for its interest or assets upon withdrawal.

2. Notwithstanding Paragraph N.1., no Member Agency may withdraw until they have:

a. Either paid in full their pro-rata share of all outstanding debts and obligations that were incurred while they were a member. This shall also include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.

b. Or, executed a contract with the Center to pay for all outstanding debts and obligations that were incurred while they were a member.

P. DISSOLUTION

1. This Agreement may be terminated in its entirety upon the consent of not less than ninety percent (90%) of the total number of weighted votes of the Member Agencies.

2. No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Member Agency has:

a. Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a member; or

b. Executed a contract with the Center to pay for all outstanding debts and obligations that were incurred while they were a member.

3. All assets of the Center will be distributed in proportion to the contributions of the Member Agencies during the fiscal year of dissolution.

Q. AMENDMENT

1. This Agreement may be amended as follows:

a. The Board adopts a Resolution recommending amendment which will be presented to the Governing Body of each Member Agency for ratification.

b. The Amendment shall be effective when the required Resolution Recommending Amendment has been ratified by the governing bodies of those Member Agencies entitled to cast not less than ninety percent (90%) of the total number of weighted votes (see Section IV.B. hereof).

2. Provided, however, no amendment approved by less than unanimous consent shall be effective until such time as any nonconsenting Member Agency has had an opportunity to withdraw from the Center (see Paragraph O. above).

R. CONFLICT RESOLUTION

1. A Member Agency shall be free to bring all differences of interpretation regarding, and all disputes arising in connection with, this Agreement or the operation of the Center to the attention of the other Member Agencies at any time. Such communications shall be deemed positive and may be made without prejudicing the harmonious relationship and operations of the Center. Within ten

(10) days of receiving a written statement of a difference of interpretation of a dispute (hereinafter "Statement"), the Center shall appoint and convene a panel comprised of three (3) Board members/alternates. This panel shall be charged with effecting a mutually satisfactory solution. The Center shall consider any disputes under this Section R in compliance with the Brown Act.

2. Should the panel be unable to effect a mutually satisfactory solution within thirty (30) days of receipt of the Statement, the party filing that Statement may cause the matter to proceed to mediation. In such case, a neutral mediator shall be appointed. If the parties are unable to agree upon a mediator, a list of five (5) names shall be requested from the State Mediation and Conciliation Service and the parties shall alternately strike names to select the mediator. The mediator's role shall be to effect a mutually satisfactory solution or, in the alternative, to issue an advisory statement of solution. The costs of the mediator shall be divided between the party requesting mediation (one-half) and the Center (one-half). Each party shall bear its own respective costs associated with the mediation.

3. Any controversy, claim, or breach arising out of or relating to this Agreement which the parties are unable to resolve to their mutual satisfaction may be litigated or otherwise resolved in any court having jurisdiction.

IN WITNESS WHEREOF, the Chief Executive Director of the Center certifies that the Member Agencies listed in Exhibit A have approved this Third Amended Agreement by filing with the Board an executed, certified copy of its lawfully adopted resolution.

ACKNOWLEDGED BY THE CENTER

Date: _____

_____
Teresa Murray
Chief Executive Director

ATTEST

For the Cosumnes Community Services District

_____

For the Sacramento Metropolitan Fire District

_____

For the City of Folsom Fire Department

_____

For the City of Sacramento Fire Department

_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attested By: _____

Dawn Bullwinkel
Assistant City Clerk 7-8-14

00011171.1

EXHIBIT A

LIST OF MEMBER AGENCIES

Cosumnes Community Services District

City of Folsom

City of Sacramento

Sacramento Metropolitan Fire District

Letter of Agreement

Between the

Sacramento Regional Fire/EMS Communications Center

And the

Teamsters Local 150

06/30/14

Addendum to Current MOU, due to expire June 30, 2014

The existing MOU, due to expire June 30th, 2014, shall remain in effect until an updated MOU is ratified by the SRFECC JPA Board.

Teresa Murray, CED, SRFECC — Date: 063014

Joe Thuesen, Shop Steward, Local 150 — Date: 7/2/14

Letter of Agreement

Between the

Sacramento Regional Fire/EMS Communications Center

And the

Freight Checkers, Clerical Employees and Helpers, Local Union 856

Affiliated with the International Brotherhood of Teamsters

06/30/14

Addendum to Current MOU, due to expire June 30, 2014

The existing MOU, due to expire June 30th, 2014, shall remain in effect until an updated MOU is ratified by the SRFECC JPA Board.

Teresa Murray, CED, SRFECC — Date: 063014

Tara Poirier, Shop Steward, Local 856 — Date: 7-1-14

1.0 GENERAL INFORMATION

1.1 Introduction

Sacramento Regional Fire/EMS Communication Center ("SRFECC") has prepared this Request for Proposals ("RFP") to provide interested Consultants ("Consultants") with information to enable them to prepare and submit a proposal to serve as the Medical Director for SRFECC and its member agencies.

Consultants, for purposes of this RFP, include individual physicians, physician groups, and/or physician alliances, including, by way of illustration and not limitation, those associated with hospitals, clinics, and/or health maintenance organizations.

SRFECC intends to use the results of this process to award a contract for the services of Medical Director. SRFECC reserves the right to reject all bids.

1.2 Background

SRFECC is a 9-1-1 Secondary Public Safety Answering Point ("PSAP"). SRFECC receives over 300,000 calls per year, and dispatches for over 160,000 fire and medical emergency incidents.

SRFECC provides emergency medical and fire dispatching services and operates under a Joint Powers Authority ("JPA") agreement for eight (8) fire agencies ("member agencies"). There are four (4) full-time member agencies: Consumnes Community Service District Fire Department, Folsom City Fire Department, Sacramento City Fire Department, and Sacramento Metropolitan Fire Protection District. The four (4) volunteer agencies that receive dispatch services are: Courtland Fire Protection District, Herald Fire Protection District, Walnut Grove Fire Protection District, and Wilton Fire Protection District. The member agencies provide both fire and EMS services covering over 1,000 square miles and serving all of Sacramento County and part of Placer County, a residential population of over 1.4 million.

1.3 Clarification of the Specifications

All inquiries regarding this RFP shall be directed to the Contact Person identified on the cover page of this RFP via email only. Any questions concerning this RFP must be submitted on or before the Proposals Due date identified below in Section 1.6, Calendar of Events.

Consultants shall raise any questions, exceptions, or additions they have concerning this RFP document as soon as possible. If a Consultant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Consultant shall immediately contact the Contact Person identified

on the cover page of this RFP. The RFP will be revised at the sole discretion of SRFECC, and any revisions will be disseminated in the form of an Amendment as stated below in Section 1.5, Addendums or Revisions.

Consultants are prohibited from communicating directly with any employee of SRFECC or member agencies, except as described herein. No SRFECC employee or representative, nor employee from any agency receiving dispatch services from SRFECC, other than the Contact Person identified on the cover page of this RFP is authorized to provide any information or respond to any question or inquiry regarding this RFP.

1.4 Objections to this RFP

Any objections to the structure, content, or distribution of this RFP must be submitted in writing to the Contact Person identified on the cover page of this RFP no later than the Proposals Due date as stated in Section 1.6, Calendar of Events. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

1.5 Addendums or Revisions

In the event that it becomes necessary to provide additional clarifying information or to revise any part of this RFP, revisions and supplements will be posted on the SRFECC website at http://www.srfecc.ca.gov.

It shall be the responsibility of the Consultants to regularly monitor the website for any such postings. Consultants must acknowledge the receipt and review of any addendum(s) at the bottom of the Proposal Certification. (*See* Attachment "A".)

1.6 Calendar of Events

Event	Date	Time
RFP Release		
Pre-Proposal Conference		
Written Inquiries		
Inquiry Responses		
Proposals Due		

2.0 SERVICES

2.1 Scope of Services

The following provides a general description of the scope of services ("Services") to be provided by the selected Consultant. A detailed Scope of Services will be developed with the selected Consultant.

2.1.1 Report to, and take primary directon from, the Board of Directors for SFRECC.

2.1.2 Provide medical oversight and expertise to SRFECC and its member agencies.

2.1.2.1 EMS program management, including ALS, BLS, and Infection Control.

2.1.2.2 Defibrillation program oversight.

2.1.2.3 Emergency Medical Dispatch System.

2.1.3 Design, evaluate, and administer a continuous quality improvement program and comprehensive quality assurance program.

2.1.4 Provide medical oversight of EMS curriculum development and education.

2.1.5 Assist in the administration and support of the EMS program.

2.1.6 Serve as liaison with various local, regional, state, and national medical communities regarding emergency medical services systems and related allied projects and programs.

2.1.7 Manage and direct the ordering, storage, control, and utilization of controlled substances for all member agencies.

2.2 Minimum Qualifications

2.2.1 The selected Consultant shall possess and maintain the following minimum professional licenses and qualifications:

2.2.1.1 Valid license to practice medicine in the State of California.

2.2.1.2 Certification by the American Board of Emergency Medicine.

2.2.1.3 Valid California Driver's license.

2.2.1.4 Liability insurance as set forth in Attachment "B" to this RFP.

2.2.2 It is preferred that the selected Consultant possess the following additional certifications upon commencement of services. It is acceptable for the Consultant to obtain (and thereafter maintain) the certification within the period set forth below:

2.2.2.1 Successful completion of the NAEMSP Medical Directors' Course presented by the National Association of EMS Physicians (no earlier than three (3) years before submission of the proposal or, if it has not already been obtained, within twelve (12) months or as soon as practicable after service commences, given the availability of the Course).

2.2.2.2 Successful completion of the NAED EMD-Q Certification Course as presented by the International Academies of Emergency Dispatch (no earlier than three (3) years before submission of the proposal or, if it has not already been obtained, within twelve (12) months or as soon as practicable after service commences, given the availability of the Course).

2.2.2.3 Valid Advanced Cardiac Life Support ("ACLS") certification (within six (6) months after service commences).

2.2.3 The selected Consultant shall demonstrate experience, knowledge, and ability in the following areas:

2.2.3.1 Experience as an emergency physician in a designated trauma facility or a generalist with a minimum of four hundred (400) hours of annual direct patient contact.

2.2.3.2 Experience with the design and operation of a pre-hospital EMS system.

2.2.3.3 Experience in the education of pre-hospital personnel.

2.2.3.4 Experience in the EMS quality improvement process.

2.2.3.5 Knowledge of EMS laws and regulations.

2.2.3.6 Knowledge of local regulations, protocols, policies, and procedures.

2.2.3.7 Knowledge of EMS dispatch and communications.

2.2.3.8 Knowledge of local mass casualty and disaster plans.

2.2.3.9 Knowledge of communicable diseases.

2.2.3.10 Ability to act as the Medical Team Manager and Medical Director for FEMA Urban Search and Rescue California Task Force -7 in accordance with DHS/FEMA standards.

2.2.3.11 Ability to monitor and evaluate employees.

2.2.3.12 Ability to develop and maintain Continuous Quality Improvement Programs.

2.2.3.13 Ability to interpret scientific and medical data and effectively communicate such information to others.

2.2.3.14 Ability to communicate clearly and concisely in English, orally and in writing.

2.2.3.15 Ability to establish and maintain effective working relationships with management personnel, employees, member agencies, and the general public.

2.3 Term of Agreement

The term of the Agreement will be for a period of [__] year(s), as specified in Attachment "C" to this RFP.

3.0 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held to give interested Consultants an opportunity to ask questions and obtain clarification about any aspect of this RFP. The conference will be held on [_____] at [_] a.m./p.m. at the [_____.]

Oral responses given at the conference are not binding on SRFECC. Only addendums and revisions issued pursuant to Section 1.4 above shall be binding on SRFECC.

4.0 PREPARING AND SUBMITTING A PROPOSAL

4.1 Proposal Requirements

Consultants interested in responding to this RFP must submit the following information in the order specified below. Proposals must be received by SRFECC by the specified date and time stated on the cover page of this RFP.

4.1.1 Letter of Introduction and Executive Summary

All Consultants shall submit a letter of introduction and executive summary of the response on letterhead. The letter shall include, but not be limited to, the following information:

- Legal name of Consultant (or firm, if applicable)
- Number of years in the business
- Description the services provided by Consultant

- Identify the contract person(s), including their mailing address, email, and telephone and fax numbers.

4.1.2 Licenses and Certificates

All Consultants shall submit a copy of their current licenses and certificates as detailed in Section 2.2, Minimum Qualifications.

4.1.3 Services Overview

All Consultants shall submit a summary of their understanding of the services and description of work to be completed to accomplish the services set forth in Section 2.1, Scope of Services. The summary should ensure:

- Quality performance
- Responsiveness to SRFECC's staff and service requirements
- Cost control and ability to complete the services within scope and budget

4.1.4 Management Plan

All Consultants shall submit a management plan describing how the services would be organized, including, but not limited to:

- An organizational chart showing the proposed relationship among the key personnel for the services (if more than one Consultant is involved).
- Summary of qualifications and related experience, and proposed responsibilities of the Consultant (including any sub-Consultant positions).
- Proposed plan for quality and cost control to enhance the service and responsiveness to SRFECC needs, and to reduce costs.

4.1.5 Consultant's Key Personnel

All Consultants shall list key person(s) who will play a role in the services. For each key person, the following information shall be provided:

- Description of education
- Certifications
- Experience

All Consultants shall also provide written assurance that key person(s) listed will not be substituted with other personnel without SRFECC's prior written approval.

4.1.6 Description of Relevant Experience

All Consultants shall provide a brief description of prior work, in which the Consultant has provided similar service during the past five (5) years, including the client, client reference contact name, and telephone number.

4.1.7 Attachments

All Consultants shall provide the following attachments with their proposals:

- Attachment A – Proposal Certification
- Attachment B – Insurance Provisions*
- Attachment C – SRFECC's Terms and Conditions*
- Attachment D – Reference Worksheet
- Attachment E – Conflict of Interest Form
- Attachment F – Detail of Costs

*The selected Consultant will be required to enter into an agreement with SRFECC containing the insurance and terms and conditions and provisions set forth in Attachments "B" and "C." If you have any exceptions to the standard terms and conditions, you must note them in your proposal. If there are no exceptions, submit the first page of Attachment "B" and "C" stating "NO EXCEPTIONS."

4.2 Submittal Requirements

4.2.1 Deadline

Proposals must be received by SRFECC on or before the date and time specified on the cover page of this RFP.

4.2.2 Delivery Method

All proposals shall be submitted in a manner that requires a signature upon delivery. In addition, SRFECC will record the date and time each proposal is received. All proposals shall be packaged, sealed, and state the proposer's name and address, and the RFP title and number.

4.2.3 Required Copies

All Consultants shall submit one (1) original and five (5) copies of all required materials bound into a single document.

4.2.4 Proposal Organization and Format

All proposals shall be organized and presented in the order identified in Section 4.1 above. Each section shall be separated by tabs or otherwise clearly marked.

Proposals may also include an appendix to provide additional information, but any appendices shall be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

5.0 SELECTION PROCESS AND EVALUATION CRITERIA

All proposals will receive a comprehensive, fair, and impartial evaluation. The purpose of this Section is to provide Consultants with a general overview of the evaluation methodology that SRFECC will use to select the successful Consultant. The evaluation will be conducted in five (5) phases:

- Phase I Determination of Responsiveness
- Phase II Evaluation of Consultant
- Phase III Evaluation of Cost Proposal
- Phase IV Comprehensive Evaluation (client visit(s), interviews, reference check(s))
- Phase V Rejection of Proposals and Contract Negotiations

The proposals will be scored using the following criteria:

Description	Points Allocated (1-10) 1: lowest 10: highest	Percent Allocation	Total
Phase I	N/A	Pass/Fail	
Phase II		60%	
Phase III		20%	
Phase IV		20%	

5.1 Phase I – Determination of Responsiveness

A proposal will be deemed responsive if it meets the following criteria:

- Compliance with the requirements set forth above in Section 4.0, Preparing and Submitting a Proposal.
- Compliance with Section 2.2, Minimum Qualifications.

5.2 Phase II – Evaluation of Consultant

Those proposals that are responsive will be evaluated and scored based upon the following criteria:

- Consultant's experience as a medical director or performing similar services.
- Qualifications of the assigned team.
- Understanding of the scope of services and objectives.
- Understanding of the requirements to complete the scope of services.
- References from other agencies served by the Consultant.

5.3 Phase III – Evaluation of Cost Proposal

All proposals evaluated in Phase II will continue to Phase III. The estimated cost will be evaluated in relation to the proposed services.

5.4 Phase IV – Comprehensive Evaluation

SRFECC will interview those prospective Consultants that scored the highest in Phases I and II. Oral presentations will not be scored separately. Instead SRFECC may modify proposal scores and result rankings based on the oral presentation.

For finalists, references regarding the Consultant's skills, reliability, ability to control costs, and overall responsiveness to clients will be solicited and evaluated. Consultants may be interviewed regarding specific areas of their proposals, as part of the evaluation process.

5.5 Phase V – Rejection of Proposals and Contract Negotiations

SRFECC reserves the right to reject any and all proposals, or any part of any proposal, to waive minor defects or technicalities, and to solicit new proposals on the same scope of services or on a modified scope of services which may include portions of the originally proposed scope of services as SRFECC may deem necessary in its interest and to negotiate the terms of the contract. If contract negotiations cannot be concluded successfully with the highest scoring Consultant, SRFECC may negotiate a contract with the next highest scoring Consultant.

Final award shall be contingent upon selected Consultant accepting the Terms and Conditions in substantial conformity to the terms listed in Attachment "C".

6.0 GROUNDS FOR DISQUALIFICATION

6.1 Any Consultant that violates any ground for disqualification shall be subject to disqualification. The following conduct constitutes grounds for disqualification:

6.1.2 Contacting any SRFECC employee or representative, or employee from any agency receiving dispatch services from SRFECC, other than the Contact Person identified on the cover page of this RFP, from the time of issuance of this RFP until the end of the protest period.

6.1.3 Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this RFP.

6.1.4 Influencing any SRFECC employee or representative, or employee from any agency receiving dispatch services from SRFECC throughout the solicitation process, including the development of specifications.

6.1.5 Evidence of submitting incorrect information in the proposal or misrepresent or failure to disclose material facts during the evaluation process.

6.2 Any Consultant that commits any of the following acts, may be subject to disqualification:

6.2.2 Offering gifts or souvenirs, even of minimal value to a SRFECC employee or representative, or employee from any agency receiving dispatch services from SRFECC.

6.2.3 Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal.

6.2.4 Consultant's default under any SRFECC agreement, resulting in termination of such agreement.

7.0 CONFLICT OF INTEREST

In order to avoid a conflict of interest or the perception of a conflict of interest, Consultant(s) selected to provide services under this RFP will be subject to the following requirements:

7.1 Shall not submit proposals or bids as a prime contractor or subcontractor for any future procurement with SRFECC if the specifications for such procurement were developed or influenced by the work performed under the Employment Contract resulting from this RFP.

7.2 Shall not have any interest in any potential proposer for future SRFECC procurements that may result in work performed under the Employment Contract resulting from this RFP.

7.3 Shall complete the attached Conflict of Interest Form. (Attachment "E".)

8.0 PUBLIC NATURE OF PROPOSAL MATERIALS

All correspondence with SRFECC including responses to this RFP will become the exclusive property of SRFECC and will become public records under the California Public Records Act (Cal. Gov. Code, § 6250 et seq.). All documents that you send to SRFECC will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

8.1 Confidential, Trade Secret, Proprietary Information

SRFECC recognizes that the California Public Records Act may protect certain confidential trade secret information, however, SRFECC may not be in a position to establish that the information that a Consultant submits is a trade secret. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the California Public Records Act, you must mark it as such and state the specific provision in the California Public Records Act, which provides the exemption as well as the factual basis for claiming the exemption.

If SRFECC receives a request for information marked "confidential," "trade secret," or "proprietary," SRFECC will provide reasonable notice to the Consultant that submitted the information in order to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

8.2 Time of Disclosure

SRFECC will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure.

9.0 PROTESTS

If an unsuccessful Consultant wants to dispute the award recommendation, the Protest must be submitted in writing to the Contact Person identified on the cover page of this RFP no later than ten (10) calendar days after announcement of the successful Consultant, detailing the grounds, factual basis, and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 9.1 above. Failure to submit a timely written Protest to the Contact Person identified on the cover page of this RFP will bar consideration of the Protest.

Attachment A
RFP No. [Insert Number]

PROPOSAL CERTIFICATION

Consultant Firm Name	
Address	
Facsimile	
Email	
Contact Person (Name and Title)	

In signing this proposal, Consultant certifies as follows:

1. Consultant did not in any way, collude, conspire, or agree, either directly or indirectly, with any person, firm, corporation, or other Consultant in regard to the amount, terms, or conditions or this proposal.

2. Consultant acknowledges receipt and review of the following addendum(s) (If any)

   Addendum No. ___ Addendum No. ___ Addendum No. ___ Addendum No. ___

The below-named individual, submitting and signing this Certification, verifies that he/she is a duly authorized officer of the firm, and that his/her signature attests that all terms and conditions contained in this Request for Proposal Number [insert number] are understood and accepted.

_____ _____
Authorized Signature **Date**

_____
Name & Title

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INSURANCE

1. Consultant, at Consultant's sole cost and expense, shall obtain and continually maintain in full force and effect, at a minimum, the following policies of insurance:

1.1 COVERAGE	LIMITS OF LIABILITY
Commercial General Liability	Property Damage: $1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit per accident for bodily injury and property damage
Professional Liability Errors and Omissions	$1,000,000 aggregate

1.2 WORKERS' COMPENSATION INSURANCE

Insurance adequate to protect Consultant from claims under Worker's Compensation Laws, from claims for damages for personal injury, including death and damage to property, which may arise from, or in connection with, performance of the services by Consultant.

2. Consultant shall provide thirty (30) calendar day's written notice to SRFECC prior to cancellation or modification of any insurance required by Section 1 above.

3. Consultant's insurance shall be the primary insurance with respect to SRFECC, SRFECC's Board of Directors, officers, agents, and employees with respect to any claims arising from, or in connection with, performance of services hereunder, and this insurance shall apply separately to each insured against whom claims arising out of the services performed hereunder.

4. Consultant shall provide SRFECC with certificates of insurance and original endorsements naming SRFECC, SRFECC's Board of Directors, officers, agents, and employees as additional insureds on each policy set forth Section 1 above.

5. Consultant's failure to comply with any reporting provisions of the policies identified in Section 1 above, shall not affect coverage provided to SRFECC, SRFECC's Board of Directors, officers, agents, and employees.

Attachment C
RFP No. [Insert Number]

EMPLOYMENT CONTRACT
between the
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
and
[Insert Name]

(Referenced exhibits NOT ATTACHED will be added to final agreement)

The Governing Board of the Sacramento Regional Fire/EMS Communications Center ("Board") enters into the following Employment Contract with [Insert Name] to serve as the Medical Director.

In return for the consideration and other promises set forth below, the Board and [Insert Name] have agreed to this Contract.

I. TERM, COMPENSATION, and BENEFITS

A. Term

The Term of this Contract shall be [insert term].

B. Compensation

1. In exchange for services provided pursuant to this Contract, Medical Director shall be paid in accordance with Exhibit "A."

C. Benefits

Medical Director shall not be entitled to any benefits accorded to the SRFECC employees, including by way of illustration and not limitation, Worker's Compensation, disability insurance, vacation, or sick pay.

II. DUTIES AND RESPONSIBILITIES

A. Independent Contractor

Medical Director enters into this Contract as an Independent Contractor and not as an employee of the SRFECC.

1. Medical Director shall, at all times, remain an Independent Contractor while performing services pursuant to this Contract. Nothing in this Contract or in the services to be performed pursuant to this Contract shall be construed to be inconsistent with that relationship or status. Medical

Director shall have no power or authority to bind the SRFECC in any respect.

2. Medical Director, in the performance of [his/her/its] obligations hereunder, is only subject to the control or direction of the SRFECC as to the designation of tasks to be performed and the results to be accomplished. The SRFECC shall have no right of control over the manner in which the work is to be performed, but only as to its outcome.

3. Medical Director agrees that [he/she/key personnel] will be the only person performing work under this Contract.

   Or

   Medical Director agrees that only the following key personnel will perform work under this Contract: [list key personnel].

   Key personnel shall not be substituted without the SRFECC's prior written approval.

4. Medical Director hereby indemnifies and holds the SRFECC harmless from any and all claims that may be made against the SRFECC based upon any contention by a third party that an employer-employee relationship exists by reason of this Contract.

B. **Scope of Services**

1. Medical Director shall provide, during the Term of this Contract, Medical Oversight Responsibilities as outlined in the Scope of Services, which is attached hereto as Exhibit "B," and incorporated by reference.

2. Medical Director represents and warrants that [he/she/key personnel] has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner, including:

   a. Licensure with the Drug Enforcement Agency for controlled substance procurement/disposal, in current standing;

   b. Possession of a valid California Drivers License; and

   c. Documents verifying [his/her/its] legal right to work in the United States.

C. **Professional Services**

1. Medical Director agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Medical Director is engaged.

2. Medical Director shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information previously identified and/or marked as confidential information related to the work of the SRFECC or the operations and procedures of the SRFECC without prior written consent of the Chief Executive Director.

3. Medical Director further agrees that [he/she/key personnel] shall not, during the term of this Contract, take any action that would either create the appearance of partiality or a conflict of interest.

D. **Ownership of Work Product**

1. All materials prepared by Medical Director under this Contract are, upon creation, and shall be at all times thereafter, the exclusive property of the SRFECC. Such materials are for the sole and exclusive use of the SRFECC and not for distribution to any other entity without the express written permission of the SRFECC.

2. The SRFECC agrees that Medical Director shall bear no responsibility for any modifications made to, or reuse of, the materials prepared by Medical Director by the SRFECC or its employees.

3. Medical Director shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of the SRFECC. This includes, by way of illustration and not limitation, information or reports required by government agencies to enable Medical Director to perform [his/her/its] duties under this Contract and as may be required under the California Public Records Act, excepting therefrom as may be provided by court order.

4. Immediately upon termination of this Contract, or upon the request of the SRFECC, the SRFECC shall be entitled to, and Medical Director shall deliver to the SRFECC, all data, reports, estimates, summaries, and other such materials and property of the SRFECC that was prepared or accumulated to date by Medical Director in the performance of [his/her/its] obligations under this Contract.

E. **Indemnification & Insurance**

1. The SRFECC shall defend, indemnify, and hold harmless Medical Director from and against any claims, actions, liability, damage, loss or obligations, including all costs, demands, expenses, and attorney's fees, arising out of the SRFECC's negligent acts or omissions pursuant to this Contract.

2. Medical Director shall defend, indemnify, and hold harmless the SRFECC, its officers, agents, and employees from and against any and all loses, liability, or damages arising out of, in consequence of, or resulting from [his/her/its] negligent acts or omissions in the performance of services contemplated by this Contract.

3. Medical Director shall procure and maintain for the duration of this Contract insurance as set forth in Exhibit "C."

III. GENERAL PROVISIONS

A. **Full and Complete Contract**

This Contract and any attachments are the full and complete agreement between the Parties. It can be changed or modified only in written format and signed by the Parties or their successors-in-interest to this Contract.

B. **Subject to Applicable Laws, Rules, and Regulations**

Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules, regulations, and policies of the Board. Said laws, rules, regulations, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. **Contract Interpretation**

The Parties agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of various sections are merely informational and shall not be construed as a substantive portion of this Contract.

D. **Severance Clause**

Should any provision of this Contract be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall be unaffected thereby, for so long as the substance of the Contract is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Contract so as to effect the original intent of the Parties as closely as possible.

E. **Venue and Governing Law**

Any action arising out of this Contract shall be brought in Sacramento County, California, regardless of where else venue might lie. This Contract shall be governed by and construed in accordance with the laws of the State of California.

F. **Attorneys' Fees**

In the event an action or proceeding is initiated by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to attorneys' fees according to law.

G. **Time**

All times stated herein or in any other attachments to this Contract are of the essence.

H. **Survivorship**

Any responsibility of either party for warranties, insurance, indemnity, record keeping, or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination, or cancellation of this Contract.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the Parties hereto.

SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER

By: _____ _____

Teresa Murray DATE
Chief Executive Director

I hereby accept the terms of this Contract of employment and agree to fulfill all of the duties of Medical Director of the Sacramento Regional Fire/EMS Communications Center.

By: _____ _____

[Insert Name] DATE

REFERENCE WORKSHEET

Provide three (3) or more references that can substantiate the Consultant's relevant experience as set forth in Section 4.1.6. Provide company name, contact person, telephone number, email, and a brief description of the services performed for each reference. Copy this form as appropriate.

Name of Reference		
Reference Address		
Reference Contact Name(s)		
Reference Contact Information	**Work No.:**	
	Cell No.:	
	Email:	
Period of Performance	**From:**	**To:**
Brief description of services performed for this reference:		

Attachment E
RFP No. [Insert Number]

CONFLICT OF INTEREST FORM

In order for the SRFECC to ensure that all key personnel be assigned by the successful Consultant do not have a conflict of interest, this form must be completed by each key personnel identified in Section 4.1.5. Copy this form as appropriate.

Name: _____ **Date:** _____

Proposed Assignment: _____

Question	Yes (If yes, provide details)	No
1. Do you have any official, professional, financial, or personal relationships with any person or firm that might affect your judgment of ability to provide services to the SRFECC that are fair and impartial?		
2. Stock and Investments If the answer is yes to any of the questions below, please provide the name of the company (e.g. partnership, limited liability company, corporation, etc.) and the amount of the stock or investment. (a) Do you own any stock in any company likely to be affected by or involved in the services to be provided to the SRFECC? (b) Does your spouse or a dependent own any stock in any company likely to be affected by or involved in the services to be provided to the SRFECC? (c) Do you hold any investments in any entity likely to be affected by or involved in the services to be provided to the SRFECC? (d) Does your spouse or dependent hold any investments in any entity likely to be affected by or involved in the services to be provided to the SRFECC?		

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Question	Yes (If yes, provide details)	No
3. Employment and Consulting If the answer is yes to any of the questions below, please provide name of employer, services provided and dates of employment. (a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the services to be provided to the SRFECC? (b) Has your spouse or a dependent been previously employed/retained by anyone likely to be affected by or involved in the services to be provided to the SRFECC? (c) Have you been employed/retained by anyone likely to be affected by or involved in the services to be provided to the SRFECC?		
4. Payment or Gifts If the answer is yes to any of the questions below, please provide the amount of payment or value of the gift, the name and position of payor/donor, and the date of receipt. (a) Within the past twelve (12) months, have you received any payments or gifts from anyone likely to be affected by or involved in the services to be provided to the SRFECC? (b) Within the past twelve (12) months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the services to be provided to the SRFECC?		
5. Real Property If the answer is yes to any of the questions below, please provide the location of the real property. (a) Do you own real property that is likely to be affected or involved in the services to be provided to the SRFECC? (b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the services to be provided to the SRFECC?		

Question	Yes (If yes, provide details)	No
6. Positions If the answer is yes to any of the questions below, please provide the name of the entity (e.g. company, partnership, association, nonprofit, public agency) and the title of the position held (e.g. member of a board of directors). (a) Do you currently hold a position at any entity that is likely to be affected by or involved in the services to be provided to the SRFECC? (b) Does your spouse or a dependent hold a position at any entity that is likely to be affected by or involved in the services to be provided to the SRFECC?		

Attachment F
RFP No. [Insert Number]

DETAIL OF COSTS

Consultant agrees to conduct Medical Director Services in accordance with the terms and conditions set forth in this RFP at the following rate:

Description	Rate
Hourly Rate for Medical Director Services	$
Total Annual Compensation	$

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1.0 GENERAL INFORMATION

1.1 Introduction

Sacramento Regional Fire/EMS Communication Center ("SRFECC") has prepared this Request for Proposals ("RFP") to provide interested Consultants ("Consultants") with information to enable them to prepare and submit a proposal to serve as the Medical Director for SRFECC and its member agencies.

Consultants, for purposes of this RFP, include individual physicians, physician groups, and/or physician alliances, including, by way of illustration and not limitation, those associated with hospitals, clinics, and/or health maintenance organizations.

SRFECC intends to use the results of this process to award a contract for the services of Medical Director. SRFECC reserves the right to reject all bids.

1.2 Background

SRFECC is a 9-1-1 Secondary Public Safety Answering Point ("PSAP"). SRFECC receives over 300,000 calls per year, and dispatches for over 160,000 fire and medical emergency incidents.

SRFECC provides emergency medical and fire dispatching services and operates under a Joint Powers Authority ("JPA") agreement for eight (8) fire agencies ("member agencies"). There are four (4) full-time member agencies: Consumnes Community Service District Fire Department, Folsom City Fire Department, Sacramento City Fire Department, and Sacramento Metropolitan Fire Protection District. The four (4) volunteer agencies that receive dispatch services are: Courtland Fire Protection District, Herald Fire Protection District, Walnut Grove Fire Protection District, and Wilton Fire Protection District. The member agencies provide both fire and EMS services covering over 1,000 square miles and serving all of Sacramento County and part of Placer County, a residential population of over 1.4 million.

1.3 Clarification of the Specifications

All inquiries regarding this RFP shall be directed to the Contact Person identified on the cover page of this RFP via email only. Any questions concerning this RFP must be submitted on or before the Proposals Due date identified below in Section 1.6, Calendar of Events.

Consultants shall raise any questions, exceptions, or additions they have concerning this RFP document as soon as possible. If a Consultant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Consultant shall immediately contact the Contact Person identified

on the cover page of this RFP. The RFP will be revised at the sole discretion of SRFECC, and any revisions will be disseminated in the form of an Amendment as stated below in Section 1.5, Addendums or Revisions.

Consultants are prohibited from communicating directly with any employee of SRFECC or member agencies, except as described herein. No SRFECC employee or representative, nor employee from any agency receiving dispatch services from SRFECC, other than the Contact Person identified on the cover page of this RFP is authorized to provide any information or respond to any question or inquiry regarding this RFP.

1.4 Objections to this RFP

Any objections to the structure, content, or distribution of this RFP must be submitted in writing to the Contact Person identified on the cover page of this RFP no later than the Proposals Due date identified below in Section 1.6, Calendar of Events. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

1.5 Addendums or Revisions

In the event that it becomes necessary to provide additional clarifying information or to revise any part of this RFP, revisions and supplements will be posted on the SRFECC website at http://www.srfecc.ca.gov.

It shall be the responsibility of the Consultants to regularly monitor the website for any such postings. Consultants must acknowledge the receipt and review of any addendum(s) at the bottom of the Proposal Certification. (*See* Attachment "A".)

1.6 Calendar of Events

Event	Date	Time
RFP Release		
Pre-Proposal Conference		
Written Inquiries		
Inquiry Responses		
Proposals Due		

2.0 SERVICES

2.1 Scope of Services

The following provides a general description of the scope of services ("Services") to be provided by the selected Consultant. A detailed Scope of Services will be developed with the selected Consultant.

2.1.1 Report to, and take primary directon from, the Board of Directors for SFRECC.

2.1.2 Provide medical oversight and expertise to SRFECC and its member agencies.

2.1.2.1 EMS program management, including ALS, BLS, and Infection Control.

2.1.2.2 Defibrillation program oversight.

2.1.2.3 Emergency Medical Dispatch System.

2.1.3 Design, evaluate, and administer a continuous quality improvement program and comprehensive quality assurance program.

2.1.4 Provide medical oversight of EMS curriculum development and education.

2.1.5 Assist in the administration and support of the EMS program.

2.1.6 Serve as liaison with various local, regional, state, and national medical communities regarding emergency medical services system and related allied projects and programs.

2.1.7 Manage and direct the ordering, storage, control, and utilization of controlled substances for all member agencies.

2.2 Minimum Qualifications

2.2.1 The selected Consultant shall possess and maintain the following minimum professional licenses and qualifications:

2.2.1.1 Valid license to practice medicine in the State of California.

2.2.1.2 Certification by the American Board of Emergency Medicine.

~~Successful completion within the past three (3) years of the NAEMSP Medical Directors' Course presented by the national Association of EMS Physicians.~~

~~Successful completion within the past three (3) years of the NAEMD EMD-Q Certification Course as presented by the National Academy of Emergency Medical DispatchValid Advanced Cardiac Life Support ("ACLS") certification.~~

2.2.1.3 Valid California Driver's license.

2.2.1.4 Liability insurance as set forth in Attachment "B~~D~~" to this RFP.

2.2.2 It is preferred that the selected Consultant possess the following additional certifications upon commencement of services. It is acceptable for the Consultant to obtain (and thereafter maintain) the certification within the period set forth below:

2.2.2.1 Successful completion within the past three (3) years of the NAEMSP Medical Directors' Course presented by the National Association of EMS Physicians (no earlier than three (3) years before submission of the proposal or, if it has not already been obtained, within twelve (12) months or as soon as practicable after service commences, given the availability of the Course).

2.2.2.2 Successful completion ~~within the past three (3) years~~ of the IAED EMD-Q Certification Course as presented by the International Academies of Emergency Dispatch (no earlier than three (3) years before submission of the proposal or, if it has not already been obtained, within twelve (12) months or as soon as practicable after service commences, given the availability of the Course).

~~2.2.1.5~~2.2.2.3 Valid Advanced Cardiac Life Support ("ACLS") certification (within six (6) months after service commences).

~~2.2.2~~2.2.3 The selected Consultant shall demonstrate experience, knowledge, and ability in the following areas:

~~2.2.2.1~~2.2.3.1 Experience as an emergency physician in a designated trauma facility or a generalist with a minimum of four hundred (400) hours of annual direct patient contact.

~~2.2.2.2~~2.2.3.2 Experience with the design and operation of a pre-hospital EMS system.

~~2.2.2.3~~2.2.3.3 Experience in the education of pre-hospital personnel.

~~2.2.2.4~~2.2.3.4 Experience in the EMS quality improvement process.

~~2.2.2.5~~2.2.3.5 Knowledge of EMS laws and regulations.

~~2.2.2.6~~2.2.3.6 Knowledge of local regulations, protocols, policies, and procedures.

~~2.2.2.7~~2.2.3.7 Knowledge of EMS dispatch and communications.

~~2.2.2.8~~2.2.3.8 Knowledge of local mass casualty and disaster plans.

~~2.2.2.9~~2.2.3.9 Knowledge of communicable diseases.

~~2.2.2.10~~2.2.3.10 Ability to act as the Medical Team Manager and Medical Director for FEMA Urban Search and Rescue California Task Force -7 in accordance with DHS/FEMA standards.

~~2.2.2.11~~2.2.3.11 Ability to monitor and evaluate employees.

~~2.2.2.12~~2.2.3.12 Ability to develop and maintain Continuous Quality Improvement Programs.

~~2.2.2.13~~2.2.3.13 Ability to interpret scientific and medical data and effectively communicate such information to others.

~~2.2.2.14~~2.2.3.14 Ability to communicate clearly and concisely in English, orally and in writing.

~~2.2.2.15~~2.2.3.15 Ability to establish and maintain effective working relationships with management personnel, employees, member agencies, and the general public.

2.3 Term of Agreement

The term of the Agreement will be for a period of [__] year(s), as specified in Attachment "C" to this RFP.

3.0 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held to give interested Consultants an opportunity to ask questions and obtain clarification about any aspect of this RFP. The conference will be held on [_____] at [_] a.m./p.m. at the [_____.]

Oral responses given at the conference are not binding on SRFECC. Only addendums and revisions issued pursuant to Section 1.4 shall be binding on SRFECC.

4.0 PREPARING AND SUBMITTING A PROPOSAL

4.1 Proposal Requirements

Consultants interested in responding to this RFP must submit the following information in the order specified below. Proposals must be received by SRFECC by the specified date and time stated on the cover page of this RFP.

4.1.1 Letter of Introduction and Executive Summary

All Consultants shall submit a letter of introduction and executive summary of the response on letterhead. The letter shall include, but not be limited to, the following information:

- Legal name of Consultant (or firm, if applicable)
- Number of years in the business
- Description of the services provided by Consultant
- Identify the contact person(s) including their mailing address, email, and telephone and fax numbers

4.1.2 Licenses

All Consultants shall submit a copy of their current licenses and certificates as detailed in the Section 2.2, Minimum Qualifications.

4.1.3 Services Overview

All Consultants shall submit a summary of their understanding of the services and description of work to be completed to accomplish the services set forth in Section 2.1, Scope of Services. The summary should ensure:

- Quality performance
- Responsiveness to SRFECC's staff and service requirements
- Cost control and ability to complete the services within scope and budget

4.1.4 Management Plan

All Consultants shall submit a management plan describing how the services would be organized, including, but not limited to:

- An organizational chart showing the proposed relationship among the key personnel for the services (if more than one Consultant is involved).

- Summary of qualifications and related experience, and proposed responsibilities of the Consultant (including any sub-Consultant positions).
- Proposed plan for quality and cost control to enhance the service and responsiveness to SRFECC needs, and to reduce costs.

4.1.5 Consultant's Key Personnel

All Consultants shall list key person(s) who will play a role in the services. For each key person, the following information shall be provided:

- Description of education
- Certifications
- Experience

All Consultants shall also provide written assurance that key person(s) listed will not be substituted with other personnel without SRFECC's prior written approval.

4.1.6 Description of Relevant Experience

All Consultants shall provide a brief description of prior work, in which the Consultant has provided similar service during the past five (5) years, including the client, client reference contact name, and telephone number.

4.1.7 Attachments

All Consultants shall provide the following attachments with their proposals:

- Attachment A – Proposal Certification
- Attachment B – Insurance Provisions*
- Attachment C – SRFECC's Terms and Conditions*
- Attachment D – Reference Worksheet
- Attachment E – Conflict of Interest Form
- Attachment F – Detail of Costs

*The selected Consultant will be required to enter into an agreement with SRFECC containing the insurance and terms and conditions provisions set forth in Attachments "B" and "C." If you have any exceptions to the standard terms and conditions, you must note them in your proposal. If there are no exceptions, submit the first page of Attachment "B" and "C" stating "NO EXCEPTIONS."

4.2 Submittal Requirements

4.2.1 Deadline

Proposals must be received by SRFECC on or before the date and time specified on the cover page of this RFP.

4.2.2 Delivery Method

All proposals shall be submitted in a manner that requires a signature upon delivery. In addition, SRFECC will record the date and time each proposal is received. All proposals shall be packaged, sealed, and state the proposer's name and address, and the RFP title and number.

4.2.3 Required Copies

All Consultants shall submit one (1) original and five (5) copies of all required materials bound into a single document.

4.2.4 Proposal Organization and Format

All proposals shall be organized and presented in the order identified in Section 4.1 above. Each section shall be separated by tabs or otherwise clearly marked.

Proposals may also include an appendix to provide additional information, but any appendices shall be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

5.0 SELECTION PROCESS AND EVALUATION CRITERIA

All proposals will receive a comprehensive, fair, and impartial evaluation. The purpose of this Section is to provide Consultants with a general overview of the evaluation methodology that SRFECC will use to select the successful Consultant. The evaluation will be conducted in five (5) phases:

- Phase I Determination of Responsiveness
- Phase II Evaluation of Consultant
- Phase III Evaluation of Cost Proposal
- Phase IV Comprehensive Evaluation (client visit(s), interviews, reference check(s))
- Phase V Rejection of Proposals and Contract Negotiations

The proposals will be scored using the following criteria:

Description	Points Allocated (1-10) 1: lowest 10: highest	Percent Allocation	Total
Phase I	N/A	Pass/Fail	
Phase II		60%	
Phase III		20%	
Phase IV		20%	

5.1 Phase I – Determination of Responsiveness

A proposal will be deemed responsive if it meets the following criteria:

- Compliance with the requirements set forth above in Section 4.0, Preparing and Submitting a Proposal.
- Compliance with Section 2.2, Minimum Qualifications.

5.2 Phase II – Evaluation of Consultant

Those proposals that are responsive will be evaluated and scored based upon the following criteria:

- Consultant's experience as a medical director or performing similar services.
- Qualifications of the assigned team.
- Understanding of the scope of services and objectives.
- Understanding of the requirements to complete the scope of services.
- References from other agencies served by the Consultant.

5.3 Phase III – Evaluation of Cost Proposal

All proposals evaluated in Phase II will continue to Phase III. The estimated cost will be evaluated in relation to the proposed services.

5.4 Phase IV – Comprehensive Evaluation

SRFECC will interview those prospective Consultants that scored the highest in Phases I and II. Oral presentations will not be scored separately. Instead SRFECC may modify proposal scores and result rankings based on the oral presentation.

For finalists, references regarding the Consultant's skills, reliability, ability to control costs, and overall responsiveness to clients will be solicited and evaluated. Consultants may be interviewed regarding specific areas of their proposals, as part of the evaluation process.

5.5 Phase V – Rejection of Proposals and Contract Negotiations

SRFECC reserves the right to reject any and all proposals, or any part of any proposal, to waive minor defects or technicalities, and to solicit new proposals on the same scope of services or on a modified scope of services which may include portions of the originally proposed scope of services as SRFECC may deem necessary in its interest and to negotiate the terms of the contract. If contract negotiations cannot be concluded successfully with the highest scoring Consultant, SRFECC may negotiate a contract with the next highest scoring Consultant.

Final award shall be contingent upon selected Consultant accepting the Terms and Conditions in substantial conformity to the terms listed in Attachment "C."

6.0 GROUNDS FOR DISQUALIFICATION

6.1 Any Consultant that violates any ground for disqualification shall be subject to disqualification. The following conduct constitutes grounds for disqualification:

6.1.2 Contacting any SRFECC employee or representative, or employee from any agency receiving dispatch services from SRFECC, other than the Contact Person identified on the cover page of this RFP, from the time of issuance of this RFP until the end of the protest period.

6.1.3 Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this RFP.

6.1.4 Influencing any SRFECC employee or representative, or employee from any agency receiving dispatch services from SRFECC throughout the solicitation process, including the development of specifications.

6.1.5 Evidence of submitting incorrect information in the proposal or misrepresent or failure to disclose material facts during the evaluation process.

6.2 Any Consultant that commits any of the following acts, may be subject to disqualification:

6.2.2 Offering gifts or souvenirs, even of minimal value to a SRFECC employee or representative, or employee from any agency receiving dispatch services from SRFECC.

6.2.3 Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal.

6.2.4 Consultant's default under any SRFECC agreement, resulting in termination of such agreement.

7.0 CONFLICT OF INTEREST

In order to avoid a conflict of interest or the perception of a conflict of interest, Consultant(s) selected to provide services under this RFP will be subject to the following requirements:

7.1 Shall not submit proposals or bids as a prime contractor or subcontractor for any future procurement with SRFECC if the specifications for such procurement were developed or influenced by the work performed under the Employment Contract resulting from this RFP.

7.2 Shall not have any interest in any potential proposer for future SRFECC procurements that may result in work performed under the Employment Contract resulting from this RFP.

7.3 Shall complete the attached Conflict of Interest Form. (Attachment "E".)

8.0 PUBLIC NATURE OF PROPOSAL MATERIALS

All correspondence with SRFECC including responses to this RFP will become the exclusive property of SRFECC and will become public records under the California Public Records Act (Cal. Gov. Code, § 6250 et seq.). All documents that you send to SRFECC will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

8.1 Confidential, Trade Secret, Proprietary Information

SRFECC recognizes that the California Public Records Act may protect certain confidential trade secret information, however, SRFECC may not be in a position to establish that the information that a Consultant submits is a trade secret. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the California Public Records Act, you must mark it as such and state the specific provision in the California Public Records Act, which provides the exemption as well as the factual basis for claiming the exemption.

If SRFECC receives a request for information marked "confidential," "trade secret," or "proprietary," SRFECC will provide reasonable notice to Consultant that submitted the information in order to allow Consultant to seek protection from disclosure by a court of competent jurisdiction.

8.2 Time of Disclosure

SRFECC will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure.

9.0 PROTESTS

If an unsuccessful Consultant wants to dispute the award recommendation, the Protest must be submitted in writing to the Contact Person identified on the cover page of this RFP no later than ten (10) calendar days after announcement of the successful Consultant, detailing the grounds, factual basis, and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 9.1 above. Failure to submit a timely written Protest to the Contact Person identified on the cover page of this RFP will bar consideration of the Protest.

Attachment A
RFP No. [Insert Number]

PROPOSAL CERTIFICATION

Consultant Firm Name	
Address	
Facsimile	
Email	
Contact Person (Name and Title)	

In signing this proposal, Consultant certifies as follows:

1. Consultant did not in any way, collude, conspire, or agree, either directly or indirectly, with any person, firm, corporation, or other Consultant in regard to the amount, terms, or conditions or this proposal.

2. Consultant acknowledges receipt and review of the following addendum(s) (If any)

   Addendum No. ___ Addendum No. ___ Addendum No. ___ Addendum No. ___

The below-named individual, submitting and signing this Certification, verifies that he/she is a duly authorized officer of the firm, and that his/her signature attests that all terms and conditions contained in this Request for Proposal Number [insert number] are understood and accepted.

_____ _____

Authorized Signature **Date**

_____

Name & Title

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Attachment B
RFP No. [Insert Number]

INSURANCE

1. Consultant, at Consultant's sole cost and expense, shall obtain and continually maintain in full force and effect, at a minimum, the following policies of insurance:

1.1 COVERAGE	LIMITS OF LIABILITY
Commercial General Liability	Property Damage: $1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit per accident for bodily injury and property damage
Professional Liability Errors and Omissions	$1,000,000 aggregate

1.2 WORKERS' COMPENSATION INSURANCE

Insurance adequate to protect Consultant from claims under Worker's Compensation Laws, from claims for damages for personal injury, including death and damage to property, which may arise from, or in connection with, performance of the services by Consultant.

2. Consultant shall provide thirty (30) calendar day's written notice to SRFECC prior to cancellation or modification of any insurance required by Section 1 above.

3. Consultant's insurance shall be the primary insurance with respect to SRFECC, SRFECC's Board of Directors, officers, agents, and employees with respect to any claims arising from, or in connection with, performance of services hereunder, and this insurance shall apply separately to each insured against whom claims arising out of the services performed hereunder.

4. Consultant shall provide SRFECC with certificates of insurance and original endorsements naming SRFECC, SRFECC's Board of Directors, officers, agents, and employees as additional insureds on each policy set forth Section 1 above.

5. Consultant's failure to comply with any reporting provisions of the policies identified in Section 1 above, shall not affect coverage provided to SRFECC, SRFECC's Board of Directors, officers, agents, and employees.

Attachment C
RFP No. [Insert Number]

EMPLOYMENT CONTRACT
between the
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
and
[Insert Name]

(Referenced exhibits NOT ATTACHED will be added to final agreement)

The Governing Board of the Sacramento Regional Fire/EMS Communications Center ("Board") enters into the following Employment Contract with [Insert Name] to serve as the Medical Director.

In return for the consideration and other promises set forth below, the Board and [Insert Name] have agreed to this Contract.

I. TERM, COMPENSATION, and BENEFITS

A. Term

The Term of this Contract shall be [insert term].

B. Compensation

1. In exchange for services provided pursuant to this Contract, Medical Director shall be paid in accordance with Exhibit "A."

C. Benefits

Medical Director shall not be entitled to any benefits accorded to the SRFECC employees, including by way of illustration and not limitation, Worker's Compensation, disability insurance, vacation, or sick pay.

II. DUTIES AND RESPONSIBILITIES

A. Independent Contractor

Medical Director enters into this Contract as an Independent Contractor and not as an employee of the SRFECC.

1. Medical Director shall, at all times, remain an Independent Contractor while performing services pursuant to this Contract. Nothing in this Contract or in the services to be performed pursuant to this Contract shall be construed to be inconsistent with that relationship or status. Medical

Director shall have no power or authority to bind the SRFECC in any respect.

2. Medical Director, in the performance of [his/her/its] obligations hereunder, is only subject to the control or direction of the SRFECC as to the designation of tasks to be performed and the results to be accomplished. The SRFECC shall have no right of control over the manner in which the work is to be performed, but only as to its outcome.

3. Medical Director agrees that [he/she/key personnel] will be the only person performing work under this Contract.

   Or

   Medical Director agrees that only the following key personnel will perform work under this Contract: [list key personnel].

   Key personnel shall not be substituted without the SRFECC's prior written approval.

4. Medical Director hereby indemnifies and holds the SRFECC harmless from any and all claims that may be made against the SRFECC based upon any contention by a third party that an employer-employee relationship exists by reason of this Contract.

B. <u>Scope of Services</u>

1. Medical Director shall provide, during the Term of this Contract, Medical Oversight Responsibilities as outlined in the Scope of Services, which is attached hereto as Exhibit "B," and incorporated by reference.

2. Medical Director represents and warrants that [he/she/key personnel] has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner, including:

   a. Licensure with the Drug Enforcement Agency for controlled substance procurement/disposal, in current standing;

   b. Possession of a valid California Drivers License; and

   c. Documents verifying [his/her/its] legal right to work in the United States.

C. **Professional Services**

1. Medical Director agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Medical Director is engaged.

2. Medical Director shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information previously identified and/or marked as confidential information related to the work of the SRFECC or the operations and procedures of the SRFECC without prior written consent of the Chief Executive Director.

3. Medical Director further agrees that [he/she/key personnel] shall not, during the term of this Contract, take any action that would either create the appearance of partiality or a conflict of interest.

D. **Ownership of Work Product**

1. All materials prepared by Medical Director under this Contract are, upon creation, and shall be at all times thereafter, the exclusive property of the SRFECC. Such materials are for the sole and exclusive use of the SRFECC and not for distribution to any other entity without the express written permission of the SRFECC.

2. The SRFECC agrees that Medical Director shall bear no responsibility for any modifications made to, or reuse of, the materials prepared by Medical Director by the SRFECC or its employees.

3. Medical Director shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of the SRFECC. This includes, by way of illustration and not limitation, information or reports required by government agencies to enable Medical Director to perform [his/her/its] duties under this Contract and as may be required under the California Public Records Act, excepting therefrom as may be provided by court order.

4. Immediately upon termination of this Contract, or upon the request of the SRFECC, the SRFECC shall be entitled to, and Medical Director shall deliver to the SRFECC, all data, reports, estimates, summaries, and other such materials and property of the SRFECC that was prepared or accumulated to date by Medical Director in the performance of [his/her/its] obligations under this Contract.

E. **Indemnification & Insurance**

1. The SRFECC shall defend, indemnify, and hold harmless Medical Director from and against any claims, actions, liability, damage, loss or obligations, including all costs, demands, expenses, and attorney's fees, arising out of the SRFECC's negligent acts or omissions pursuant to this Contract.

2. Medical Director shall defend, indemnify, and hold harmless the SRFECC, its officers, agents, and employees from and against any and all loses, liability, or damages arising out of, in consequence of, or resulting from [his/her/its] negligent acts or omissions in the performance of services contemplated by this Contract.

3. Medical Director shall procure and maintain for the duration of this Contract insurance as set forth in Exhibit "C."

III. GENERAL PROVISIONS

A. **Full and Complete Contract**

This Contract and any attachments are the full and complete agreement between the Parties. It can be changed or modified only in written format and signed by the Parties or their successors-in-interest to this Contract.

B. **Subject to Applicable Laws, Rules, and Regulations**

Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules, regulations, and policies of the Board. Said laws, rules, regulations, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. **Contract Interpretation**

The Parties agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of various sections are merely informational and shall not be construed as a substantive portion of this Contract.

D. **Severance Clause**

Should any provision of this Contract be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall be unaffected thereby, for so long as the substance of the Contract is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Contract so as to effect the original intent of the Parties as closely as possible.

E. **Venue and Governing Law**

Any action arising out of this Contract shall be brought in Sacramento County, California, regardless of where else venue might lie. This Contract shall be governed by and construed in accordance with the laws of the State of California.

F. **Attorneys' Fees**

In the event an action or proceeding is initiated by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to attorneys' fees according to law.

G. **Time**

All times stated herein or in any other attachments to this Contract are of the essence.

H. **Survivorship**

Any responsibility of either party for warranties, insurance, indemnity, record keeping, or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination, or cancellation of this Contract.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the Parties hereto.

SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER

By: _____ _____

Teresa Murray DATE

Chief Executive Director

I hereby accept the terms of this Contract of employment and agree to fulfill all of the duties of Medical Director of the Sacramento Regional Fire/EMS Communications Center.

By: _____ _____

[Insert Name] DATE

Attachment D
RFP No. [Insert Number]

REFERENCE WORKSHEET

Provide three (3) or more references that can substantiate the Consultant's relevant experience as set forth in Section 4.1.6. Provide company name, contact person, telephone number, email, and a brief description of the services performed for each reference. Copy this form as appropriate.

Name of Reference		
Reference Address		
Reference Contact Name(s)		
Reference Contact Information	**Work No.:**	
	Cell No.:	
	Email:	
Period of Performance	**From:**	**To:**
Brief description of services performed for this reference:		

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CONFLICT OF INTEREST FORM

In order for the SRFECC to ensure that all key personnel be assigned by the successful Consultant do not have a conflict of interest, this form must be completed by each key personnel identified in Section 4.1.5. Copy this form as appropriate.

Name: _____ **Date:** _____

Proposed Assignment: _____

Question	Yes (If yes, provide details)	No
1. Do you have any official, professional, financial, or personal relationships with any person or firm that might affect your judgment of ability to provide services to the SRFECC that are fair and impartial?		
2. Stock and Investments If the answer is yes to any of the questions below, please provide the name of the company (e.g. partnership, limited liability company, corporation, etc.) and the amount of the stock or investment. (a) Do you own any stock in any company likely to be affected by or involved in the services to be provided to the SRFECC? (b) Does your spouse or a dependent own any stock in any company likely to be affected by or involved in the services to be provided to the SRFECC? (c) Do you hold any investments in any entity likely to be affected by or involved in the services to be provided to the SRFECC? (d) Does your spouse or dependent hold any investments in any entity likely to be affected by or involved in the services to be provided to the SRFECC?		

Question	Yes (If yes, provide details)	No
3. Employment and Consulting If the answer is yes to any of the questions below, please provide name of employer, services provided and dates of employment. (a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the services to be provided to the SRFECC? (b) Has your spouse or a dependent been previously employed/retained by anyone likely to be affected by or involved in the services to be provided to the SRFECC? (c) Have you been employed/retained by anyone likely to be affected by or involved in the services to be provided to the SRFECC?		
4. Payment or Gifts If the answer is yes to any of the questions below, please provide the amount of payment or value of the gift, the name and position of payor/donor, and the date of receipt. (a) Within the past twelve (12) months, have you received any payments or gifts from anyone likely to be affected by or involved in the services to be provided to the SRFECC? (b) Within the past twelve (12) months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the services to be provided to the SRFECC?		
5. Real Property If the answer is yes to any of the questions below, please provide the location of the real property. (a) Do you own real property that is likely to be affected or involved in the services to be provided to the SRFECC? (b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the services to be provided to the SRFECC?		

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Question	Yes (If yes, provide details)	No
6. Positions If the answer is yes to any of the questions below, please provide the name of the entity (e.g. company, partnership, association, nonprofit, public agency) and the title of the position held (e.g. member of a board of directors). (a) Do you currently hold a position at any entity that is likely to be affected by or involved in the services to be provided to the SRFECC? (b) Does your spouse or a dependent hold a position at any entity that is likely to be affected by or involved in the services to be provided to the SRFECC?		

DETAIL OF COSTS

Consultant agrees to conduct Medical Director Services in accordance with the terms and conditions set forth in this RFP at the following rate:

Description	Rate
Hourly Rate for Medical Director Services	$
Total Annual Compensation	$