

## MEMORANDUM OF UNDERSTANDING

### I. DECLARATION

This **MEMORANDUM OF UNDERSTANDING**, hereinafter called the **AGREEMENT**, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Monterey County Emergency Medical Services Agency, hereinafter called **EMS AGENCY**, and the City of Carmel by-the-Sea; City of Del Rey Oaks; City of Gonzales; Greenfield FPD; City of King; City of Marina; City of Monterey; City of Pacific Grove; City of Salinas; City of Sand; City of Seaside; City Soledad; Aromas Tri-County FPD (CALFIRE); Cypress FPD (CALFIRE); Pebble Beach CSD (CALFIRE); Carmel Highlands FPD (CALFIRE); South Monterey County FPD (CALFIRE); Cachagua Fire Protection District; North County Fire Protection District; Mid-Coast Fire Brigade; Carmel Valley Fire Protection District; Monterey County Regional Fire District; Big Sur Volunteer Fire Brigade; San Ardo Volunteer Fire Department; Spreckels Volunteer Fire Department; Monterey Peninsula Airport District; and Monterey County Parks Department, hereinafter called the **PROVIDERS** for the purpose of receiving, administering, and accounting available County Service Agreement (CSA) 74 funds to support Monterey County emergency medical services training and equipment expenditures. Distributed CSA74 funds can only be used for direct EMS training and equipment expenses.

### II. BACKGROUND

- A. This **AGREEMENT** is intended to support the countywide EMS training and equipment activities of emergency first responders and is funded with available CSA74 funds.
- B. **County Service Area (CSA) 74 Fund – General Requirements**
  1. Provide for paramedic ambulances staffed with at least one paramedic and one emergency technician;
  2. Make available EMS training programs for pre-hospital care personnel;
  3. Provide funding to train, certify, and recertify emergency medical 9-1-1 dispatchers, first responders, and mobile intensive care nurses, and to equip first responding vehicles with appropriate medical equipment;
  4. Expand and upgrade the specialized medical radio communications system equipment and operators;
  5. Provide financial assistance to designate ALS base hospitals; and
  6. Provide necessary staffing and support to the EMS Agency.

### III. DEFINITIONS

- A. **EMS AGENCY** is designated under California law as the local Emergency Medical Services (EMS) responsible for planning, implementing, and evaluating the local EMS system throughout Monterey County.
- B. **PROVIDERS** are public agencies that are legally authorized to respond to medical emergencies within their jurisdiction and routinely respond to medical emergencies.

### IV. DUTIES AND RESPONSIBILITIES

- A. General: All services provided pursuant to this **AGREEMENT** shall be in strict compliance with existing federal, state, and local laws, ordinances, and regulations and with all resolutions, practices, and procedures now in effect or which may be promulgated in the future by the Monterey County EMS Agency Director, Monterey County EMS Medical Director, and/or Monterey County Board of Supervisors applicable to emergency medical services and fiscal management.
- B. Distribution Formula: The formula for the distribution of available CSA74 funds was developed in concert with Monterey County's Chief Administrative Officer, County Counsel, Director of Health, Interim Emergency Medical Services Director, Monterey County Fire Chiefs' Association, Monterey County Law Enforcement Chief Officers' Association, and the Emergency Medical Care Committee (EMCC). The formula represents twenty-seven (27) independent jurisdictions; only approved jurisdictions (per Attachment A) are entitled to receive available CSA74 funds. Review of the approved CSA74 fund distribution formula (Attachment A) will be conducted every five (5) years by the **EMS AGENCY** in concert with the EMCC or if two (2) or more participating entities request the **EMS AGENCY** initiate a formal review of the distribution formula.
- C. This **AGREEMENT** is contingent upon the availability of funds collected through CSA74 and does not obligate the **EMS AGENCY** to distribute funds to support the **PROVIDERS'** EMS training and equipment activities. CSA74 monies will be available for distribution after the EMS Budget has been approved.
- D. **PROVIDERS:**
  - 1. The **PROVIDERS** will ensure that all EMS personnel (employees) within their organization be at least certified as a Public Safety Responder in accordance with the Department of Transportation national standard first responder curriculum and California Code of Regulations Division 9 directives (Chapters 1.5, 2, and 4) and in concert with the standards (list) endorsed by the EMCC.
  - 2. The **PROVIDERS** will use CSA74 funds only for EMS training and equipment needs. The recommended list of EMS equipment endorsed by the EMCC is encouraged. The recommended EMS equipment list is annually reviewed by the EMS Operations Committee and submitted to the EMCC for consideration.

3. The **PROVIDER** will participate in the Monterey County EMS system-equipment exchange program.

4. The **PROVIDERS** will provide the **EMS AGENCY** with quarterly training schedules that will be consolidated and posted to the EMS web site. **PROVIDERS'** EMS training opportunities shall be open, and made available to all county responder agency personnel regardless of affiliation status or parent agency.

5. The **PROVIDERS** recognize the need for quality EMS training to small, remote, and volunteer first responding agencies that might not have their own training resources, and agree to provide and/or assist with all necessary training to satisfy the minimum training requirements.

6. **PROVIDERS** that are approved Continuing Education (CE) Providers shall grant course completion documentation and continuing education credit/certificates to local first responder personnel. In addition, approved CE Providers that are **PROVIDERS** shall provide Emergency Medical Technician skills verification for re-certification at no charge to non-affiliated personnel through their respective training programs and instructors.

7. **PROVIDERS** will submit an annual funding request and prior-year expenditure and training summary report to the **EMS AGENCY** by the last business day of June which summarizes all EMS training provided/supported; EMS equipment expenditures; and the number of medical responses. Failure to submit this report before the **EMS AGENCY's** announced deadline may jeopardize receipt of available CSA74 EMS training and equipment funds. The **EMS AGENCY** is responsible for maintaining the report's format and will provide to **PROVIDERS** as requested.

8. **PROVIDERS** will maintain training records to include the number of students; subject/topic of training; length, date, and location of training; and agency and primary instructor's name.

9. **PROVIDERS** shall retain all training and equipment expenditure records for at least four (4) years for possible audit and inspections.

10. **PROVIDERS** shall comply with all accepted financial management requirements and procedures and be subject to periodic audits by the **EMS AGENCY** and the **PROVIDERS'** governing body.

11. Documentation shall be made available to the **EMS AGENCY** within thirty (30) calendar days of presenting the audit request to the **PROVIDERS**. At least twenty-five percent (25%) of the **PROVIDERS** will be annually audited by the **EMS AGENCY**. Additional audits may be conducted if warranted.

12. **PROVIDERS** agree that failure to comply with the elements of this **AGREEMENT** may result in **PROVIDERS'** forfeiture of funds and/or **PROVIDERS'** reimbursement of distributed funds. **PROVIDERS** may make a written appeal of any decision concerning distribution, forfeiture and reimbursement of CSA 74 funds, in writing, to the Monterey County Director of Health within thirty (30) calendar days of any notice of decision. The Director of Health will review the decisions and a definitive ruling by the Director of Health will be made within fifteen (15) calendar days of the receipt of written appeal. The ruling of the Director of Health will be final and binding. Significant fiscal discrepancies and non compliance of subject **AGREEMENT** may require cancelling this **AGREEMENT** and suspending receipt of available CSA74 EMS training and equipment funds.

E. **EMS AGENCY:**

1. **EMS AGENCY** has overall responsibility for monitoring the **PROVIDERS'** EMS training programs to ensure compliance with the **AGREEMENT**. The **EMS AGENCY** will no longer provide direct or indirect EMS training to first responders or the public; this includes American Heart Association (AHA) CPR training and certification. The Monterey County EMS AHA Training Center will be closed thirty (30) days following the execution of this **AGREEMENT**.

2. Contingent on availability and at the discretion of the **EMS AGENCY**, annual distribution of available and designated CSA74 funds will be made to the **PROVIDERS** by December 10<sup>th</sup> of each calendar year if all financial and inventory documentation requirements have been satisfied.

V. **GENERAL PROVISIONS**

A. **Terms:**

1. This term of this **AGREEMENT** shall be for a period of one (1) year, commencing on the date the Agreement is fully executed. Thereafter the **AGREEMENT** shall renew on a one year basis unless either party notifies the other it wishes to terminate by giving thirty (30) days advance written notice to the other of its intention to terminate.

2. **PROVIDERS** shall return any unused funds to the **EMS AGENCY** within ten (10) business days following termination of this **AGREEMENT**. Unused funds from the **PROVIDERS** will be re-allocated by the EMS Director in accordance with the guidance of the EMCC and in compliance with the purposes and goals of the CSA74 Fund.

B. **Costs:** **EMS AGENCY** shall not be liable for any costs or expenses incurred by the **PROVIDERS** as a result of this **AGREEMENT**, including but not limited to, the cost of training and equipment.

C. **Mutual Indemnification:**

1. **PROVIDERS** hereby agrees to indemnify, defend, and hold harmless the **EMS AGENCY**, the County of Monterey and their officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by the **PROVIDERS** or **PROVIDERS'** officers, agents, and employees in connection with the performance of this **AGREEMENT**.

2. The **EMS AGENCY** hereby agrees to indemnify, defend, and hold harmless the **PROVIDERS** and its officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by the **EMS AGENCY** or **EMS AGENCY's** officers, agents, and employees in connection with the performance of this **AGREEMENT**.

**VI. NOTICE**

Notice to any party in connection with this **AGREEMENT** shall be given either personally or by U.S. Mail, certified return receipt requested to the **EMS AGENCY** and all **PROVIDERS** at their normal place of business.

**VII. COUNTERPARTS**

The parties agree that this **AGREEMENT** may be executed in counterparts. Each of the undersigned, whether signing separately or on the same document with other parties, agrees to each and every part of the above **AGREEMENT**.

In WITNESS WHEREOF the parties heretofore, first being duly authorized, have executed this **AGREEMENT** as of the date and year first above written.

**Emergency Medical Services Agency**

**APPROVED AS TO LEGAL FORM**

Charles J. McKee, Monterey County Counsel

By \_\_\_\_\_  
Director of Health

By   
Susan Blich, Deputy County Counsel

**City of Carmel-by-the-Sea**

By \_\_\_\_\_  
Signature & Title

**City of Del Rey Oaks**

By \_\_\_\_\_  
Signature & Title

**City of Gonzales**

By \_\_\_\_\_  
Signature & Title

**Greenfield FPD**

By \_\_\_\_\_  
Signature & Title

**City of King**

By \_\_\_\_\_  
Signature & Title

**City of Marina**

By \_\_\_\_\_  
Signature & Title

**City of Monterey**

By \_\_\_\_\_  
Signature & Title

**City of Pacific Grove**

By \_\_\_\_\_  
Signature & Title

**City of Salinas**

By \_\_\_\_\_  
Signature & Title

**City of Sand**

By \_\_\_\_\_  
Signature & Title

**City of Seaside**

By \_\_\_\_\_  
Signature & Title

**City of Soledad**

By \_\_\_\_\_  
Signature & Title

**Aromas Tri-County FPD (CALFIRE)**

By \_\_\_\_\_  
Signature & Title

**Cypress FPD (CALFIRE)**

By \_\_\_\_\_  
Signature & Title

**Pebble Beach CSD (CALFIRE)**

By \_\_\_\_\_  
Signature & Title

**Carmel Highlands FPD (CALFIRE)**

By \_\_\_\_\_  
Signature & Title

**Cachagua FPD**

By \_\_\_\_\_  
Signature & Title

**South Monterey County FPD (CALFIRE)**

By \_\_\_\_\_  
Signature & Title

**North County FPD**

By \_\_\_\_\_  
Signature & Title

**Mid-Coast Fire Brigade**

By \_\_\_\_\_  
Signature & Title

**Carmel Valley FPD**

By \_\_\_\_\_  
Signature & Title

**Monterey County Regional Fire District**

By \_\_\_\_\_  
Signature & Title

**Big Sur Volunteer Fire Brigade**

By \_\_\_\_\_  
Signature & Title

**San Ardo Volunteer Fire Department**

By \_\_\_\_\_  
Signature & Title

**Spreckels Volunteer Fire Department**

By \_\_\_\_\_  
Signature & Title

**Monterey Peninsula Airport**

By \_\_\_\_\_  
Signature & Title

**Monterey County Parks Department**

By \_\_\_\_\_  
Signature & Title



CSA 74 Distribution of Funds  
Monterey County CSA74 Fund – EMS Training and Equipment Support

**Procedure:** Yearly disbursement of CSA 74 funds to participating jurisdictions.

**Background:** There is a \$12.00 per unit parcel tax assessment levied each year through the tax rolls. This assessment provides funding for the following:

1. Provide for paramedic ambulances staffed with at least one paramedic and one emergency medical technician.
2. Make available EMS training programs for pre-hospital care personnel.
3. Provide funding to train, certify, and recertify emergency medical 9-1-1 dispatchers, first-responders and mobile intensive care nurses, and to equip first responder vehicles with appropriate medical equipment.
4. Expand and upgrade the specialized medical radio communications system equipment and operators.
5. Provide financial assistance to designated ALS base hospitals.
6. Provide necessary staffing and support to the EMS Agency.

On July 20, 2010, the Emergency Medical Care Committee (EMCC) approved the establishment of a \$1.5 million dollar reserve and the disbursement of available CSA 74 funds (**after funding the EMS Agency's budget**) to approved jurisdictions using the same formula as the annual 9-1-1 dispatch billing. This formula uses Assessed Values, Population counts and workload numbers to compute a weighted average percentage. This percentage is then used to distribute the available fund balance after the fiscal year has closed. The jurisdictions included within the "COUNTY" - San Ardo, MidCoast, Big Sur, Spreckels, and Monterey County Parks, shall have those funds distributed via a separate mechanism.

**Purpose:** CSA 74 assessments shall be distributed to participating agencies after all funding needs of the EMS Agency have been met. The distribution formula approved by the EMCC is based on the 9-1-1 dispatch billing formula.

**Time Frame:** After close of the final period for the fiscal year as scheduled by the Auditor Controller's Office.

**Required Source Documents:** (examples of all information are attached to this packet)

1. **Assessed Values – Values by Taxing Agency** – found in the yearly Monterey County Tax Rates publication posted on line at the Auditor Controller's Website, [www.co.monterey.ca.us/auditor/pdfs/2009TaxRateBook.pdf](http://www.co.monterey.ca.us/auditor/pdfs/2009TaxRateBook.pdf)  
The "Total" amount is the figure used for the calculations. This includes both the secured and unsecured values. **The assessed values used in this formula should be cross checked against the values used on the yearly dispatch billing.**
2. **Population counts** - the majority of the population estimates are found on *Schedule E-4* on the California Department of Finance Website, [www.dof.ca.gov/research/demographic/reports/estimates/e-4](http://www.dof.ca.gov/research/demographic/reports/estimates/e-4).  
**Cachagua Fire Protection District, Cypress Fire, Carmel Highlands, and South Monterey County Fire population counts can be found in the most recent**

CSA 74 Distribution of Funds  
Monterey County CSA74 Fund – EMS Training and Equipment Support

**LAFCO Municipal Service Review reports for Greater Carmel Valley Area, Monterey Peninsula and Central and South Salinas Valley, respectively. Unincorporated areas of the County can be calculated by using the California Department of Finance growth factor which can be computed using Schedule E-4.**

**The population figures used in this formula should be cross checked against the population counts used on the yearly dispatch billing.**

3. **Workload Information:** This distribution differs from the 9-1-1 annual distribution as only Medical Calls for Law and Fire are used in the calculation. This information will be extracted using the CARs reporting system. This reporting system extracts data from the CAD 9-1-1 Dispatch system and can be accessed by the EMS Analyst with licensing privileges and access to CARs. The dates of the report should be **July 01, 20xx through June 30, 20xx** and can be run anytime after **mid July** of the next billing year. For example, the workload report for July 01, 2009 through June 30, 2010 can be run on July 01, 2010. This will allow the system time to capture the calls from June 30, 2010. The parameters for both Law and Fire are:

**Call Number**

**Dispatch First Date**

**Jurisdiction**

**Call Type Final – GSW (Gun Shot Wound – new in FY 2011), MEO (medical),  
UIA (unknown injury accident), VIA (vehicle injury accident)**

**Location**

**Primary Unit (this will ensure that each call is counted only once).**

**Workload information for Aromas Fire Protection District, Cypress Fire, Pebble Beach CSD, Carmel Highlands, So Monterey County Fire and Cachagua Fire Protection District will be provided by CalFire. The President of the Chief's Association can provide contact information.**

4. **Cost sharing ratio worksheet for Law and Fire Medical Responses.** This excel spreadsheet is populated by information gathered from the documents above and used to distribute the available revenue accordingly.

**Procedural Steps:**

**1. Assessed Values**

The Assessed Values can be obtained through the Auditor Controller's Website (listed above):

The recap of "Values by Taxing Agencies" – The first annual disbursement will use the 2009.10 Tax rate book.

CSA 74 Distribution of Funds  
Monterey County CSA74 Fund – EMS Training and Equipment Support

The “Values by Taxing Agency” page shows the total secured and unsecured values for the entire county as **\$51,230,774,397**. This figure is inserted in the “*County wide*” Assessed Value cell on the Cost Sharing Ratio worksheet (1). The City Agencies totals will be inserted in the “Assessed Value” cell of each corresponding City Agency on the Cost Sharing Ratio worksheet. (For Gonzales, Greenfield, and Soledad, Fire Protection Agency totals are included in the City Agency totals and must be backed out if they are to be presented separately.)

The Fire Agency Assessed Values are found on the “*Other Special District pages.*” . The Total (*secured plus unsecured*) value will be inserted in the “Assessed Value” cell for each Fire District with the exception of Gonzales Rural Fire Protection (added to Gonzales City), Greenfield Fire Protection (**See the attached exhibit A for Greenfield property and assessed value calculation examples**) and Mission-Soledad Rural Fire (added to Soledad City).

The balance of the assessed values will calculate in the “County” assessed value cell. This figure will be used in the separate mechanism for the agencies assigned under “County.”

## 2. Population

The Table 2: E-4 Population Estimates for Cities, Counties and State on the California Department of Finance Website will provide population figures for the following:

Monterey County  
Carmel by the Sea  
Del Rey Oaks  
Gonzales  
Greenfield  
King City  
Marina  
Monterey  
Pacific Grove  
Salinas  
Sand City  
Seaside  
Soledad

The population counts for Carmel Valley, Carmel City, North County Fire and Monterey County Regional Fire can be found on the 9-1-1 annual dispatch billing

Cachagua Fire Protection District, Cypress Fire, Carmel Highlands, and South Monterey County Fire population counts can be found in the most recent LAFCO Municipal Service Review reports for Greater Carmel Valley Area, Monterey Peninsula and Central and South Salinas Valley, respectively.

**For the Cities that are not listed on the E-4 Schedule, or on the 911 annual dispatch billing, a growth factor for the unincorporated areas will be applied. Using the E-4 Schedule, this factor is computed by subtracting the prior year’s population from**

CSA 74 Distribution of Funds  
Monterey County CSA74 Fund – EMS Training and Equipment Support

**current year and then dividing that sum by the prior year's population number. Using 2010's numbers as an example:**

**2010 Total County population 435,878**  
**2009 Total County population (431,041)**  
**4,837**

**4,837/431,041 = 1.12% growth factor**

The County wide total will be input into the County Wide cell for Population (2) on the Cost Sharing Ratio Worksheet. (the 9-1-1 Administrative Manager can provide a copy of the sheet once the billing has been completed).

The population counts for the remaining Fire Agencies were found on line through Wikipedia, Census Tract, or the annual LAFCO Municipal Service Review. Once a reasonable base line number has been established, those population numbers can be increased/decreased yearly by the growth factor computed on schedule E-4. While this is not an exact number, it is within a reasonable parameter for our distribution purposes. The formulas in the worksheet will allow for the unassigned population to be assigned to the "County." This figure will be used in the separate mechanism for the agencies assigned under "County."

A comparison to the prior year's figures should be done and any anomalies found should be researched and resolved. The 9-1-1 Administrative Manager can provide all source documentation after the finalization of the yearly billing.

### **3. Workload**

A Medical response workload report for (Final Call Types) **GSW, MEO, UIA, and VIA** from the CAR's reporting system from both Law and Fire will be run in mid July to capture calls from the previous year (July 01, xx through June 30, xx). The CAR's system extracts data from the 9-1-1 CAD dispatch system and can be accessed through the EMS Analyst with licensing/viewing permissions. The additional parameters for the report are listed above. The raw data will be sent via email and will need to be reviewed, sorted, totaled by jurisdiction and recapped for input into the Cost Sharing Ratio Worksheet. The total Workload information will go in the County Wide cell for Medical Calls for Service (3) on the Cost Sharing Ratio Worksheet. A comparison of the previous year's numbers should be done and any anomalies researched and noted.

Workload information for the Agencies that contract out with CalFire, Aromas Fire Protection District, Cypress Fire, Pebble Beach CSD, Carmel Highlands, South Monterey County Fire, and the Cachagua Fire Protection District, will be provided by CalFire. The President of the Fire Chief's Association may work as a liaison between the EMS Agency and CalFire.

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**4. Cost Ratio Worksheet**

Once all the source documents have been obtained and the workload reports are recapped, the information can be input into the appropriate cells on the Cost Ratio Worksheet. The total amount to be distributed is entered in the Billable Ratio cell (4). There has been a minimum distribution amount of \$2,500 established (**note: for one - time \$2,000,000 distribution, minimum amount will be \$5,000**). The spreadsheet will automatically increase any Agency below that threshold and lower the other agencies accordingly. All reasonable efforts should be made to obtain all information. If data cannot be found with reasonable research, the EMS Director will be notified and his direction requested.

The Agencies determined to be contained within the “County” designation will have their funds distributed as follows:

- For each participating Agency there has been a minimum distribution amount of \$2,500.00 established (**note: for one - time \$2,000,000 distribution, minimum amount will be \$5,000**).
- Any amount left in the “County” distribution total shall be held in a reserve fund. Agencies with a medical response component shall submit an application to the EMCC for a portion of the reserved fund. The EMCC will develop an approval process.

Any funds that have not been distributed by the close of the County’s fiscal year will be carried over to the following year and distributed out to all participating agencies via the established and agreed upon formulas.