

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF MENDOCINO

AND

THE CITY OF UKIAH

This Memorandum of Understanding (“MOU”) is made and entered on May 20, 2018 (“Effective Date”), in Ukiah, California, between the County of Mendocino (“County”), a California county and political subdivision of the State of California and the City of Ukiah (“City”), a general law municipal corporation. County or City may be referred to herein as “Party” or collectively as “Parties.”

RECITALS:

1. The California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (“EMS Act”: Health and Safety Code §§ 1797 et seq.) empowers the County to develop an emergency medical services program and designate a local Emergency Medical Services (“EMS”) agency.
2. The City of Ukiah has entered a Joint Powers Agreement (“JPA”) with the Ukiah Valley Fire Protection District (“District”). City and District, under the name Ukiah Valley Fire Authority (“Fire Authority”), jointly provide fire protection, emergency medical services and other emergency services to the City and the District.
3. The City maintains that it has provided emergency medical services in the City since prior to June 1, 1980, and may have a right to retain some administration of EMS in the City pursuant to Health and Safety Code section 1797.201.
4. County has decided to establish an exclusive operating area (“EOA”) in Mendocino County pursuant to Health and Safety Code section 1797.224, excluding only the coastal areas of the County. The proposed EOA will include the areas within the City and District boundaries as well as areas as far east as Covelo and as far north as Leggett.
5. The County is nearing completion of a Request for Proposals (“RFP”) to qualified service providers (“Bidders”) to be the exclusive emergency response ambulance service for the EOA.
6. The City cannot participate in the detailed drafting of the RFP, because of the potential contractual relationships that may arise between the City and potential Bidders.
7. Since the County cannot legally provide the draft RFP to the City or District (a potential subcontractor) for their review and comment before the formal RFP is released, the City and District have not had the opportunity to fully address the provisions of the RFP that may affect the quality of emergency ambulance service in the City and the District, the cost of service, the

impact on the City's provision of EMS in the City and the District, or other aspects of emergency ambulance service as they may impact the City or the District.

8. To address the City's and District's concerns, the parties have entered into this MOU to provide the City with an adequate opportunity to review the specific provisions of the RFP and to seek changes or modifications of the RFP after it is released to Bidders while retaining any rights the City may have pursuant to Health and Safety Code section 1797.201.

AGREEMENT:

In reliance upon the above-recitals, the parties agree as follows:

1. Upon its formal release, the City shall have fourteen (14) days to submit to the County written comments and concerns addressing the specific provisions of the RFP.
2. If the City submits comments as provided in Section 1 of the Agreement, the County agrees not to conduct a Responders Conference as described in Section III of the Guidelines for Creating Exclusive Emergency Medical Services Operating Service Areas promulgated by the California Emergency Medical Services Authority or similar meeting with Bidders, until the City and County meet and confer in good faith to address the City's concerns, not to exceed thirty days (30) after the release of the RFP.
3. Except as expressly provided in this Agreement, neither the City nor the County waive any rights it may have concerning the administration of emergency medical services or its respective authority under the EMS Act.
4. The City and the District, by this agreement, waive their right to submit a proposal to the RFP, but retain the right to provide support or back-up services to potential ambulance service providers that insure an adequate level of service in the City and the District.
5. Any notice given under this Agreement shall be in writing and deemed given when personally delivered, delivered by overnight courier service, such as Federal Express, sent by email, with acknowledgment of receipt, or 48 hours after deposited in the U.S. mail with proper first class postage affixed thereto, and addressed to the Parties as follows:

City:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
Email: ssangiacomo@cityofukiah.com

County:

County Executive Officer
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
angeloc@mendocinocounty.org

With copy to:
Daniel Grebil, Administrator
Ukiah Valley Fire Authority

With copy to:
Bryan Cleaver, EMS Coordinator
Coastal Valleys EMS Agency

1500 South State Street
Ukiah, CA 95482
Email: dgrebil@cityofukiah.com

195 Concourse Blvd., Suite B
Santa Rosa CA 95403
Bryan.Cleaver@sonoma-county.org

Each party may by notice in writing change its address for the purpose of this Agreement.

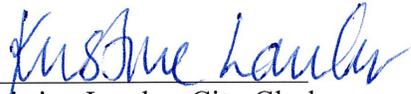
6. This MOU contains the entire agreement between the City and the County concerning the release and modification of the RFP for the EOA and supersedes any statements, representations or agreements that were made or entered prior to the Effective Date. This Agreement will terminate on June 30, 2021.

WHEREFORE, the parties have entered this Agreement on the Effective Date.

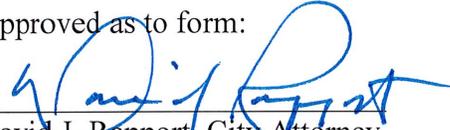
CITY OF UKIAH

By: 
Sage Sangiacomo
City of Ukiah
City Manager

ATTEST:


Kristine Lawler, City Clerk

Approved as to form:


David L. Rapport, City Attorney

COUNTY OF MENDOCINO

By: _____
Dan Hamburg, Chair
Mendocino County
Board of Supervisors

ATTEST:

Carmel Angelo, Clerk of the Board

Approved as to form:

Katharine L. Elliott, County Counsel

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

A. Elliott 5/16/18
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

**FOR CONTRACTOR'S SIGNATURE,
PLEASE SEE PAGE 4**

NAME AND ADDRESS OF CONTRACTOR:

City of Ukiah _____

300 Seminary Avenue _____

Ukiah, Ca 95482 _____

COUNTY OF MENDOCINO

By: *Dan Hamburg*
DAN HAMBURG, Chair
BOARD OF SUPERVISORS
MAY 23 2018

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Vaut Hagen*
Deputy
MAY 23 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Vaut Hagen*
Deputy
MAY 23 2018

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: *A. Elliott*
Deputy

Date: 5/16/18

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: 5-16-18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Janette Row*
Deputy CEO

Date: 5-16-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid _____
Exempt Pursuant to MCC Section: _____