

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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DATE : APRIL 10, 2024 
FROM: SAMUEL MARTINEZ, Executive Officer
MICHAEL TUERPE, Assistant Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #10 – LAFCO SC#521 – Authorization for the Running Springs Water District to Provide Ground Ambulance Services Outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5

RECOMMENDATIONS:

Staff recommends that the Commission take the following actions related to LAFCO SC #521:

1. For environmental review, certify that LAFCO SC #521 is exempt from environmental review, and direct the Executive Officer to file the Notice of Exemption within five (5) days.
2. Approve LAFCO SC #521 authorizing the Running Springs Water District to provide ground ambulance service outside its boundary and sphere of influence within the areas identified in Attachment #1.
3. Adopt LAFCO Resolution No. 3400 setting forth the Commission's determinations for service outside the Running Springs Water District boundary and sphere of influence pursuant to Government Code Section 56133.5.

BACKGROUND:

The Running Springs Water District (District) is an independent special district that provides retail water distribution, wastewater service (collection and treatment), as well as fire protection and pre-hospital emergency medical aid services, which includes ambulance and paramedic services to the Hilltop Community. The District operates its fire protection and emergency medical services via its Running Springs Fire Department.

In 1980, California's Emergency Medical Services System and Prehospital Emergency Care Personnel Act created the state's Emergency Medical Services Authority. Emergency

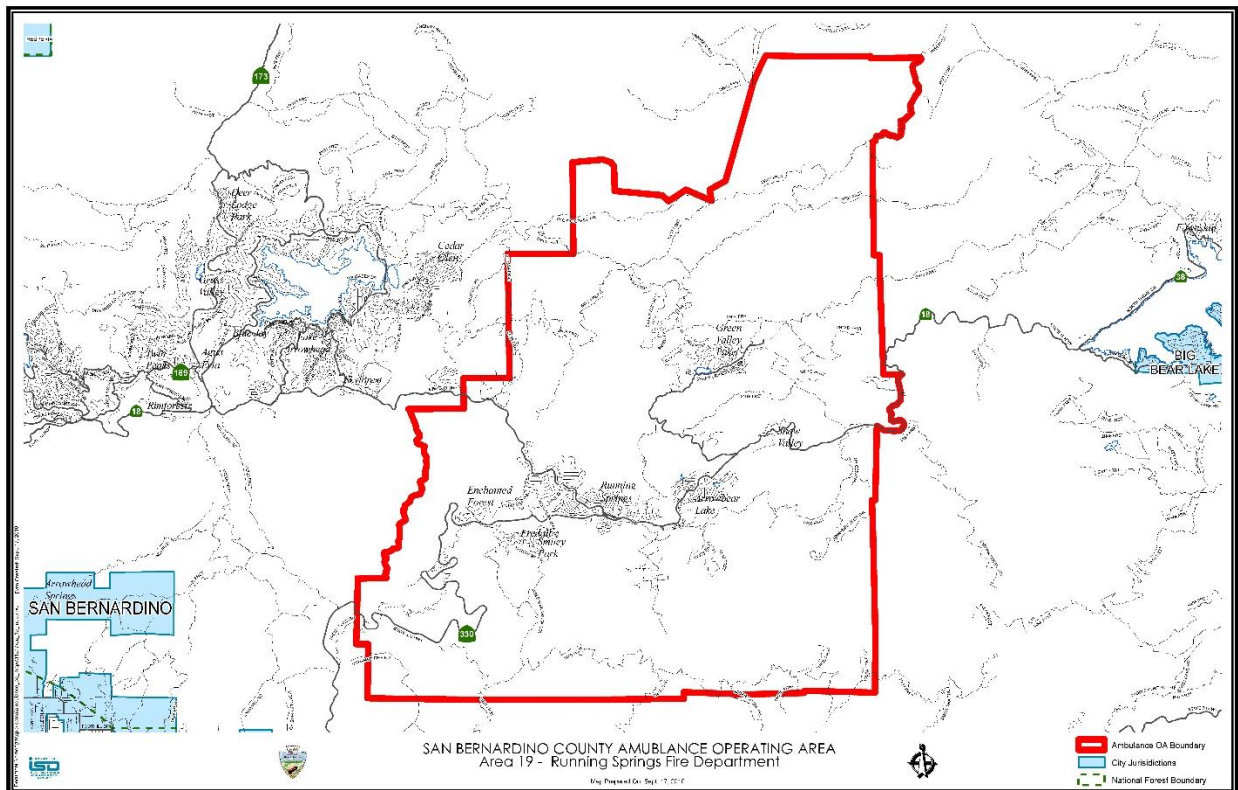
Medical Services (EMS) generally refer to life support services and ambulance transport. The law requires that each county develop an emergency medical services program and to designate a Local Emergency Medical Services Agency (LEMSA).

The Inland Counties Emergency Medical Agency (ICEMA), is the LEMSA for San Bernardino, Inyo, and Mono Counties, and is designated by the State to organize and oversee the County's entire local EMS system. As the local EMS agency, ICEMA administers State and local codes and regulations governing the provision of emergency medical care to the sick and injured at the scene of an emergency and during transport to an acute care hospital.

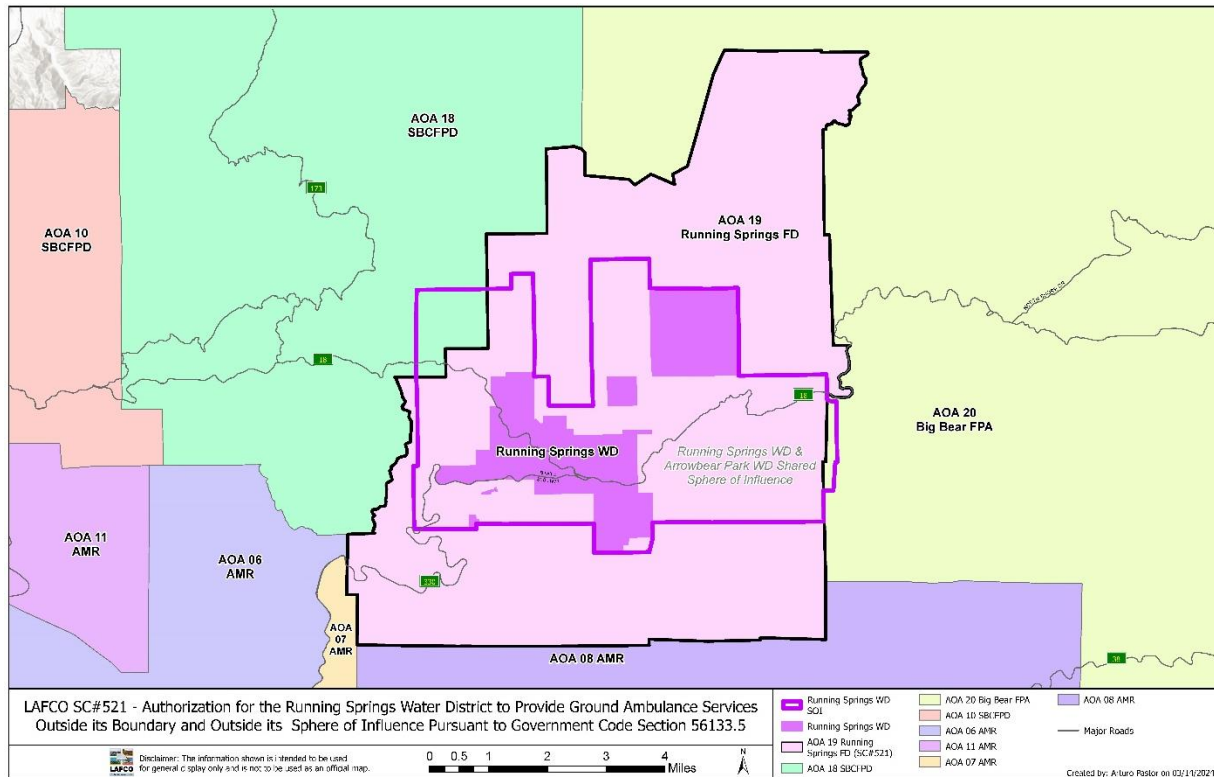
Ambulance Operating Area

One of ICEMA's core responsibilities is the designation and management of Ambulance Operating Areas (AOAs) for ambulance providers. These areas were created, in part, to avert the free-for-all ambulance responses that existed prior to the 1980s. Within San Bernardino County, ICEMA has established 26 AOAs for ambulance services. ICEMA authorized the implementation of ambulance provider AOAs pursuant to Sections 1797.6, 1797.85, 1797.224 and 1797.226 of the Health and Safety Code.

Per the Memorandum of Understanding (MOU) between ICEMA and the District (included as part of Attachment #3), the District's Fire Department was granted AOA 19 as its operating area (see AOA 19 boundary on the map below).



However, the District's assigned AOA goes beyond the District's actual boundaries and beyond its sphere of influence that extends southerly along State Route 330 towards the San Bernardino/Highland area, northerly towards Shay Mountain, and easterly towards the Snow Valley Ski area. The map below shows AOA 19 (pink shade) in relation to the District's boundaries (magenta shade) and the District's sphere of influence (dark magenta outline). The preceding map and the map below are also included as part of Attachment #1.



GOVERNMENT CODE SECTION 56133

ICEMA granted the District the exclusive right to provide ground ambulance service within AOA 19. However, there are areas within AOA 19 that are outside of the District's boundary and outside of its sphere of influence. Under the provisions outlined in Government Section 56133, such extension of service is prohibited since the Commission's approval to authorize an agency to provide service outside its boundary and sphere of influence is only to respond to a health and safety issue. Although ambulance service is a health and safety type of service, the actual provision of ambulance service within its operating area is not necessarily responding to a threat to a public health and safety issue.

PILOT PROGRAM:

In 2016, Government Code Section 56133.5 established a pilot program, for Napa and San Bernardino LAFCOs to authorize a city or district to extend services outside of a sphere for

additional purposes beyond responding to threat to a public health or safety, based upon specific criteria.

In 2020, LAFCO's *Countywide Service Review for Fire Protection, Emergency Medical Services, and Dispatch* identified and evaluated the District's fire and emergency medical service -- particularly as it relates to its ambulance service and serving within the entirety of AOA 19. The area of the assigned AOA 19 (see Attachment #1 to this report), and the applicability of the Pilot Program to the District's circumstance was discussed (see Attachment #2 to this report for an excerpt from LAFCO 3231).

For the District, the pilot program provides a mechanism for it to serve within its entire AOA (AOA 19) and not be subject to further LAFCO review and approval.

PILOT PROGRAM DETERMINATIONS:

The pilot program requires that the Commission make the following determinations regarding the area to be served outside the agency's sphere of influence, at a noticed public hearing. In the case of LAFCO SC#521, staff's position is that all three determinations can be made by the Commission.

1. That the proposed service extension was identified and evaluated in a service review. The ambulance service for the District was identified and evaluated in the Countywide Service Review for Fire Protection, Emergency Medical Services, and Dispatch, LAFCO 3231 (2020).
2. That the proposed service extension will not have an adverse impact on open space/agricultural lands and/or is not growth inducing. Continuation of the District's ground ambulance service within the assigned AOA 19 is not anticipated to have an adverse impact on open space or agricultural lands.
3. That inclusion of the area to be served into the agency's sphere of influence is not feasible or desirable based on adopted commission policies. The area served by the District outside of its boundary and outside its sphere of influence are well beyond the District's sphere of influence. Therefore, inclusion within the District's sphere is not feasible or desirable.

ENVIRONMENTAL DETERMINATION:

As the CEQA lead agency, the Commission's Environmental Consultant, Tom Dodson from Dodson and Associates, has reviewed this item and has indicated that it is his recommendation that the review of LAFCO SC#521 is exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the finding that the Commission's approval of this item does not have the potential to cause a significant adverse impact on the environment; and therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061(b)(3).

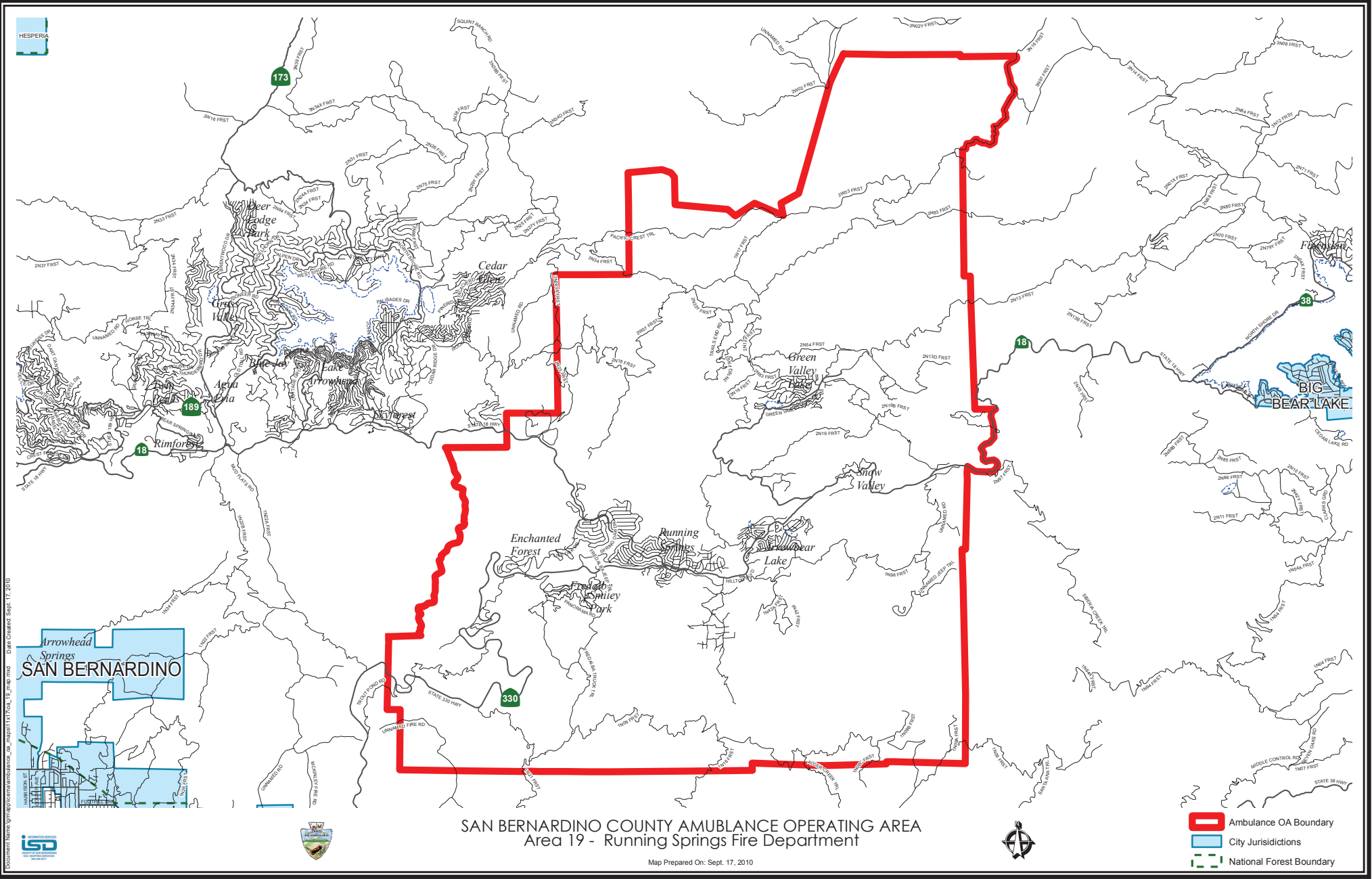
CONCLUSION:

The Running Springs Water District provides ground ambulance service within its AOA as defined by the memorandum of agreement with ICEMA. The District's AOA goes beyond the District's actual boundaries and its sphere of influence. This pilot program, unique to two counties, provides a mechanism to accommodate unique circumstances and harmonize with the other statutes regarding out-of-agency service agreements. For these reasons, staff recommends the Commission approve LAFCO SC #521, which allows the Running Springs Water District to provide its ground ambulance service outside its boundary and outside its sphere within ICEMA's AOA 19, outlined in Attachment #1.

SM/MT

Attachments:

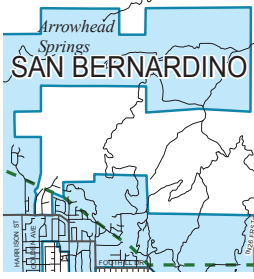
1. [Maps of Running Springs Water District Ground Ambulance Service Outside its Boundary and Outside its Sphere of Influence](#)
2. [Excerpt from LAFCO 3231 \(Countywide Service Review for Fire Protection, Emergency Medical Services, and Dispatch\) and Copy of Resolution No. 3301](#)
3. [Running Springs Water District Application Materials](#)
4. [Response from Tom Dodson and Associates](#)
5. [Draft Resolution No. 3400](#)



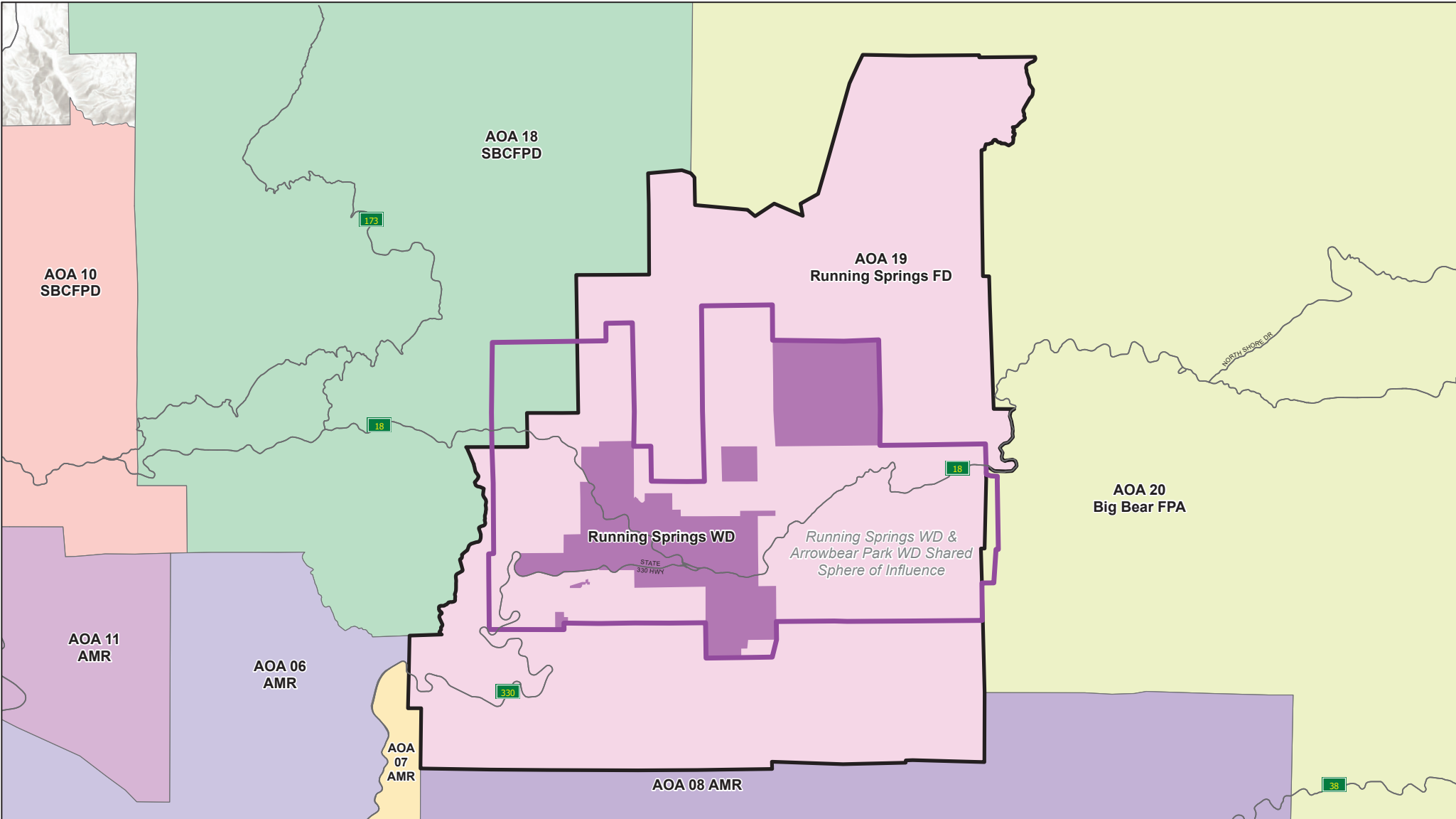
SAN BERNARDINO COUNTY AMBLANCE OPERATING AREA
 Area 19 - Running Springs Fire Department

Map Prepared On: Sept. 17, 2010


Document Name: g:\mgs\gis\ambulance\oa_mgs\19_17_10.mxd Date Created: Sept. 17, 2010

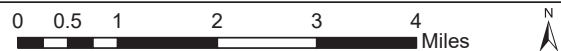













- Ambulance OA Boundary
- City Jurisdictions
- National Forest Boundary



LAFCO SC#521 - Authorization for the Running Springs Water District to Provide Ground Ambulance Services Outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5

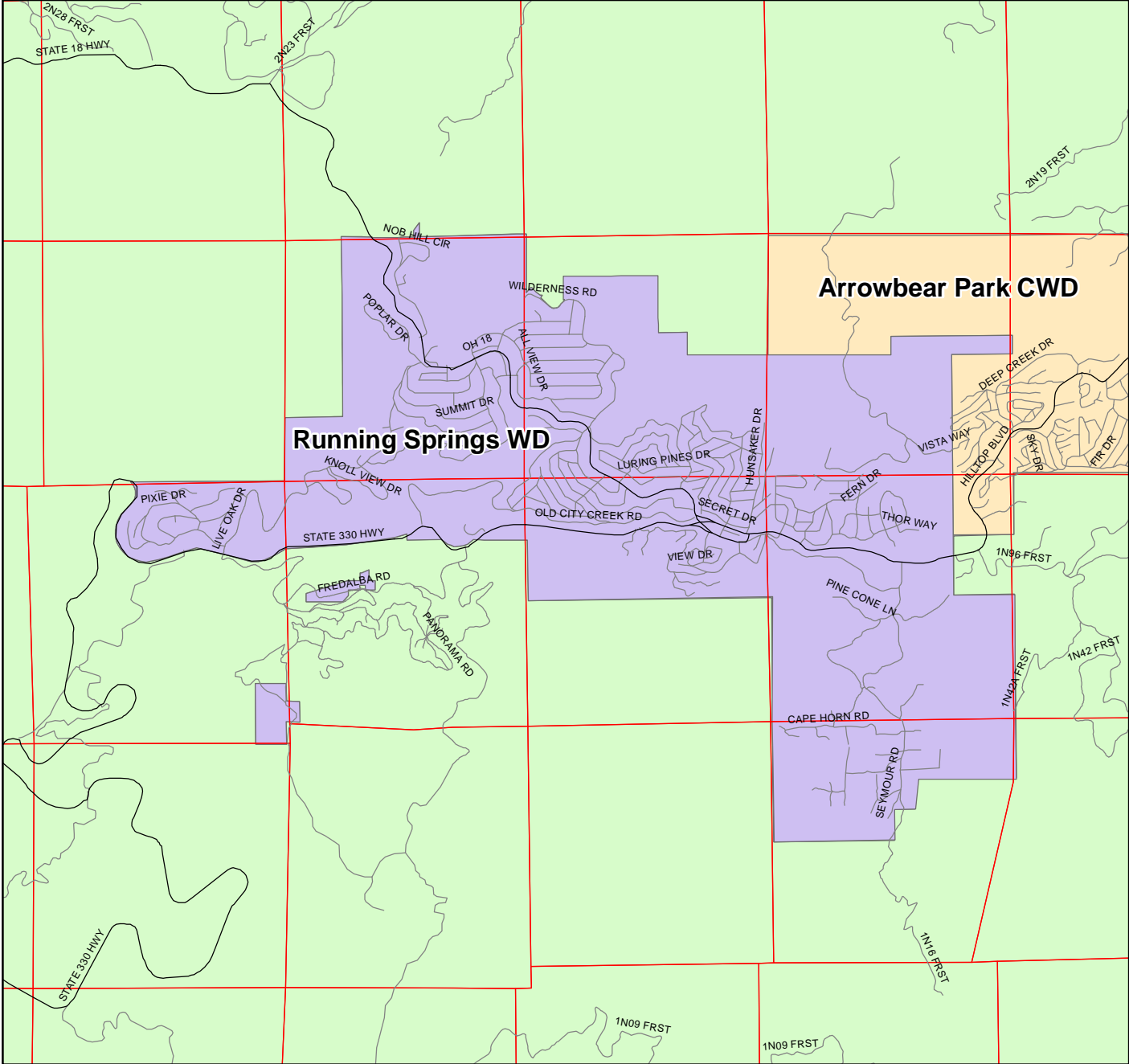
 Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.



- | | | |
|--|---|---|
|  Running Springs WD SOI |  AOA 20 Big Bear FPA |  AOA 08 AMR |
|  Running Springs WD |  AOA 10 SBCFPD |  Major Roads |
|  AOA 19 Running Springs FD (SC#521) |  AOA 06 AMR | |
|  AOA 18 SBCFPD |  AOA 11 AMR | |
| |  AOA 07 AMR | |

Created by: Arturo Pastor on 03/14/2024

Running Springs Water District



Principal Act	Water Code Division 12 - §30000 et seq.	Year Formed	1958	Governance	Board of Directors
Area	4.09 sq mi	Population	4,489 (2018)	Website	www.runningspringswaterdistrict.com
LAFCO Fiscal Indicators	http://www.sbclafco.org/FiscalIndicators/IndependentDistricts/RunningSpringsWaterDistrict.aspx				
LAFCO Service Reviews					
Round 1, by agency	http://www.sbclafco.org/Proposals/ServiceReviews/MountainRegion.aspx				
Round 2, water	http://www.sbclafco.org/Proposals/ServiceReviews/WSR.aspx				
Round 2, sewer	http://www.sbclafco.org/Proposals/ServiceReviews/WWSR.aspx				

0 0.375 0.75 1.5 Miles

N

- Arrowbear Park County Water District
- Running Springs Water District
- San Bernardino County Fire Protection District Mountain Service Zone

Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.

Agency service area shown, not jurisdiction boundary

1. LAFCO Conclusion and Recommendation

A. Service outside Boundary and Sphere of Influence

The Inland Counties Emergency Medical Agency (“ICEMA”) authorizes the Running Springs Water District to provide ground and air ambulance services to an assigned Exclusive Operating Area (“EOA”). As a result, the District provides both first responder and ambulance transportation services throughout the assigned EOA, which extend beyond its sphere of influence.

LAFCO concludes that this circumstance can be addressed in the context of Gov’t. Code §56133.5 - a pilot program, through 2020, for Napa and San Bernardino LAFCOs to authorize a city or district to extend services outside of a boundary and sphere of influence.

LAFCO recommends that the Running Springs Water District submit an application to LAFCO to address this circumstance.

B. Countywide Plan, Hilltop Communities Action Guide

The Hilltop Communities Action Guide of the County’s Countywide Plan does not include the Running Springs Water District, the adjacent Arrowbear Park County Water District, or their respective fire departments as agencies to implement the Focus Statement to “Improve Public Safety”.

LAFCO recommends that the County of San Bernardino include the Running Springs Water District, the adjacent Arrowbear Park County Water District, or their respective fire departments as agencies to implement the Focus Statement to “Improve Public Safety”.

2. Overview and Brief History

The Running Springs Water District (District) is an independent special district that formed in March 1958. The District is a multi-service organization that presently operates three departments: (1) a water department that provides retail water distribution, (2) wastewater department that collects, treats, and disposes the area’s wastewater, and (3) fire department that provides fire protection and pre-hospital emergency medical aid services.

In October 1962, fire protection became the second service provided for the community by the District. Until that time, an all-volunteer fire department provided fire protection for the area. Because of increased community need, and after considering a number of service alternatives, the District formed its own fire department. Today, the Department is served by a combination of full-time and paid-call staff with eight full-time staff and seventeen paid-call firefighters providing 24-hour emergency response. The Fire Department operates from two fire stations located within the District boundaries. Cal Fire personnel are currently co-located in Running Springs Fire Department Station 51.

Over the years, medical aid responses increased to the point where they significantly outnumbered fire-related responses. To provide better service and more fully meet the needs of the community, in September 1978, the District's Fire Department implemented advanced life support (paramedics) into its medical care services. With the implementation of advanced life support procedures, the District's Fire Department became the first fire agency in the San Bernardino Mountains to provide a 24-hour continuous paramedic program.

In 1984, to further enhance its emergency medical care system, the District's Board of Directors authorized the Fire Department to provide ambulance transportation services. Prior to 1984, the Lake Arrowhead Fire Protection District provided ambulance service. The Running Springs Water District's ambulance service boundary, through its assigned Emergency Operations Area, currently includes Running Springs, Smiley Park, Arrowbear, Green Valley Lake, Snow Valley and along State Highway 18 to Lake View Point. The ambulance coverage also includes State Highway 330 to City Creek Ranger Station.

3. Boundary and Sphere of Influence Review

A. Combined Sphere of Influence

The Running Springs Water District and the Arrowbear Park County Water District provide fire protection and emergency services to adjacent territory, and both operate under the same principal act within a distinct community. Prior service reviews have identified opportunities within the Crest Forest, Lake Arrowhead and Hilltop communities for service consolidations. The possibility of consolidating the two county water districts (Running Springs Water District and Arrowbear Park County Water District) has been discussed since the early 1970s. In March 2011, the Commission assigned a combined sphere of influence for the Running Springs Water District, Arrowbear Park County Water District and County Service Area 79¹.

B. Service outside Boundary and Sphere

The Inland Counties Emergency Medical Agency ("ICEMA") authorizes the Running Spring WD to provide ground ambulance services to an assigned Exclusive Operating Area ("EOA"), in this case EOA 19. Thus, the District provides both first responder and ambulance transportation services throughout the assigned EOA, which extend beyond its boundary and sphere of influence.

However, the California law does not allow agencies to provide service outside their boundary and sphere of influence, other than in response to a threat to public health or safety. Fortunately, Government Code §56133.5 (Assembly Bill 402 effective 2016) establishes a pilot program, through 2020, for Napa and San Bernardino LAFCOs to authorize a city or district to extend services outside its boundary and sphere of influence. This process requires that the Commission make the following

¹ LAFCO Resolutions 3134, 3131 and 3133, respectively.

4. General Operations

The District completed a questionnaire that identifies services performed within its boundary, automatic and mutual aid agreements, full-time services provided outside its boundary (if any), fire station listing, apparatus listing, shared facilities, if it has a special tax or assessment, and ISO rating(s).

The District's response is included at the rear of this agency's profile.

5. Service Delivery Unique to the Agency

A. Ambulance Transportation Services

The Running Springs Water District provides ambulance and paramedic services to the Hilltop Community. Since 1988, the County of San Bernardino Board of Supervisors has authorized the implementation of ambulance provider Exclusive Operating Areas ("EOA") as authorized by Sections 1797 et seq. of the Health and Safety Code. The local emergency medical services agency for San Bernardino County which define EOAs is the joint powers agency known as the Inland Counties Emergency Medical Agency ("ICEMA").

The Running Springs Water District provides ambulance service within its EOA as defined by the memorandum of agreement with ICEMA. The District's EOA goes beyond the District's actual boundaries, extending southerly along SR 330 towards the San Bernardino/Highland area, northerly towards Shay Mountain, and easterly towards the Snow Valley Ski area within the Arrowbear Park CWD.

According to the District, the 2013 ICEMA EOA Financial Assessment Report states that EOA Nineteen is located in the upper region of the southwestern corner of the county. It contains no incorporated cities. The EOA population is estimated at 5,277. Running Springs Fire Department serves this EOA and responded to 542 medical requests in 2011. The majority of the EOA is rural, with a small area urban designation in the western portion of the EOA. The EOA Determination from the report is Grandfathered EOA Nineteen is designated exclusive via the "grandfathering" provision of Health and Safety Code Section 1797.224, as the EMS Agency determined that Running Springs Fire Department or its predecessors have delivered uninterrupted service with no changes to the scope and manner of service to the operating area since prior to January 1, 1981.

B. Cooperative Agreement for Fire Station Joint Use

On September 18, 2019, the District approved a cooperative agreement for joint use with the California Department of Forestry and Fire Protection ("Cal Fire") to co-locate at Fire Station 51. Benefits to both agencies include the availability of additional staff, equipment and expanded training opportunities.

6. Master or Strategic Plan

In October or November of each year, the District holds strategic planning meetings to develop and update a five-year Strategic Plan. According to the District, the Strategic Plan allows the District to better serve District customers, and is a critical tool in conducting the remaining portions of the annual planning process which consists of the Annual Board Workshop and the Annual District Budget. Access to the Strategic Plan is not available on the District's website. Because of the importance of the Strategic Plan, and to promote agency transparency, the District should make an effort to post the Plan on its website.

7. Previous Service Review

As referenced above, consolidation of Running Springs Water District with Arrowbear Park County Water District has been under consideration since the early 1970s:

- The 1973 LAFCO staff report recommending sphere boundaries for these two water districts stated that the districts should consider consolidation since both provide similar services and have adjacent boundaries.
- The *2011 Hilltop Community Service Review* and the *2017 Countywide Water Service Review* identified that a consolidation of water and wastewater services would benefit the community and would solidify the community through a single service agency.
- In March 2011, the Commission assigned a combined sphere of influence for the Running Springs Water District, Arrowbear Park County Water District and County Service Area 79² signaling the Commission's intent for a future change of organization.
- The 2018 Countywide Wastewater Service Review, when referencing Running Springs Water District and Arrowbear Park County Water District, stated:

Through reorganization, a reduction in administrative and staffing costs would likely occur for these agencies. Specifically, there would only be the need for a single general manager and fire chief for the consolidated Hilltop area. Through assimilation of these districts into a single structure, the costs for these independent managerial positions can be reduced or eliminated as well the duplicative administrative charges of operating an agency (budgets, audits, legal counsel, insurance, purchasing, etc.)...

8. Financial Ability to Provide Services

To make the required service review determination of an agency's financial ability to provide services, LAFCO referenced the agency's own financial documents (audits,

² LAFCO Resolutions 3134, 3131 and 3133, respectively.

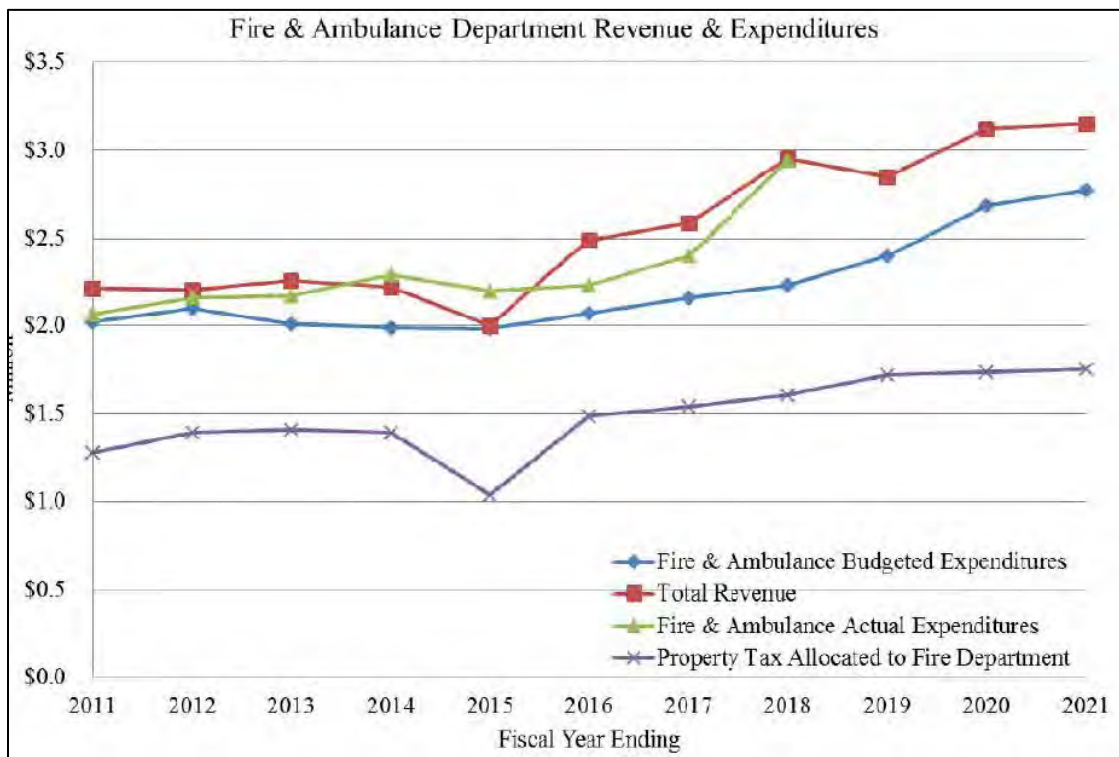
budgets, capital improvement program). Additionally, LAFCO's Fiscal Indicators Program shows fiscal trends for an agency and allows for an agency comment. The information below incorporates all of the information and sources identified above.

A. Overview

The District prepares a two-year budget, the current being for FY 2019-20 and FY 2020-21. The budget also includes five-year operating cash flow projections for each service. Net cash flows are positive for the first three projection years, with negative cash flows in years four and five due to significant capital improvement expenditures.

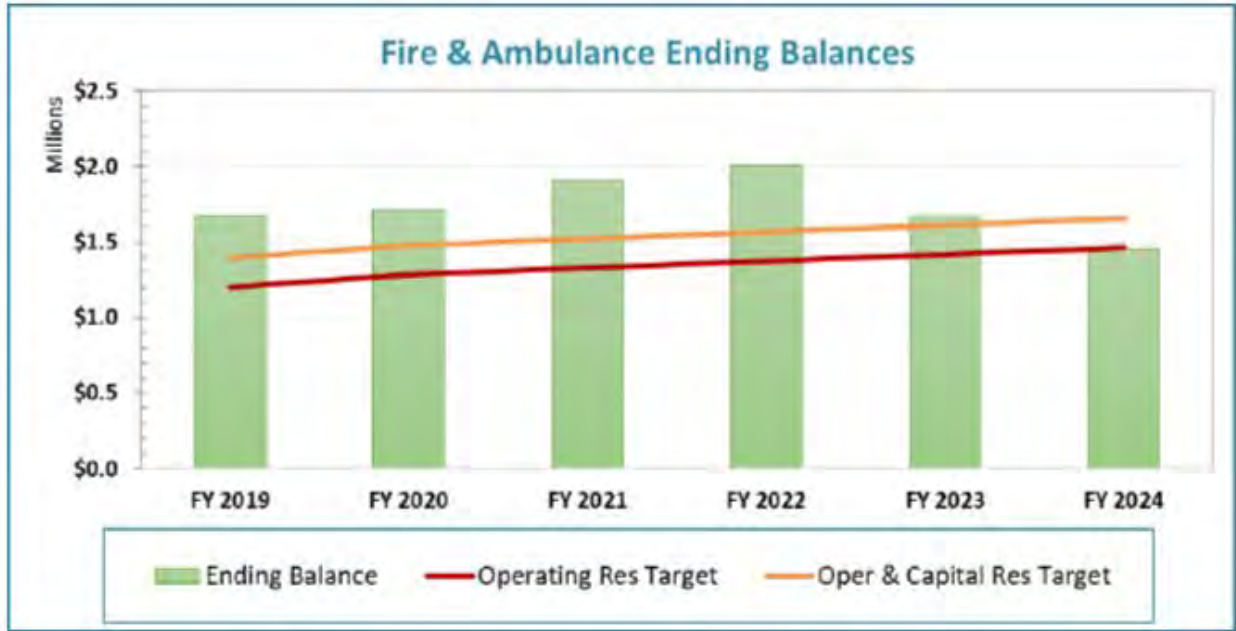
The District's Government Activities, which includes the Fire Department, are funded by a combination of property taxes and a special tax (Fire Availability Fee) that was established in 1980. Ambulance services are funded by a combination of property taxes and ambulance fees and charges.

The District's ambulance service, presented as a business-type activity, is partially funded from a portion of the property tax revenue. Historically, a portion of the property tax revenue was also allocated to the water and sewer divisions, but in recent years, all of property tax revenue has been allocated to the Fire Department. For FY 2019-20 and FY 2020-21, all of the anticipated property tax revenue has been allocated to fund the "Fire Department" and "Ambulance Services". The following figure shows the Fire and Ambulance Department historical revenue and expenditures extending through 2021.



Source: FY 2019-20 and FY 2020-21 Budget

The District accepted and approved a Fire and Ambulance Financial Plan in April 2019 to project the financial health of the enterprise. The Plan assumes that the only revenue growth was a one percent yearly increase in property tax revenue and that expenses would grow three to four percent per year (five percent for electricity). The figure below shows the resulting projected reserve balances. Fire and Ambulance reserves decrease in FY 2023 due to the planned purchase of a new fire engine.



Source: Water and Wastewater Rate Study and Fire and Ambulance Financial Plan, Final Report, April 2019

B. Fiscal Indicators

Select fiscal indicators are shown graphically below. Additional fiscal indicators are available via the Fiscal Indicator link located underneath the agency map on the first page of this profile section. These indicators provide a measurement of the agency's financial condition over time.

Property Tax

Property tax revenues are showing a slight improvement. The District anticipates property tax revenue for FY 2019-20 to increase one percent from the actual amount received in FY 2018-19.

Pension Liability and Payments

For FY 2019-20 and FY 2020-21 the District is budgeting an additional lump sum pre-payment to the CalPERS Unfunded Accrued Liability ("UAL") in order to pay down the UAL and save on interest cost. The additional lump sum UAL prepayment amounts are as follows:

Administration Division = \$15,000
Water Division = \$15,000
Wastewater Division = \$20,000
Fire Department = \$100,000

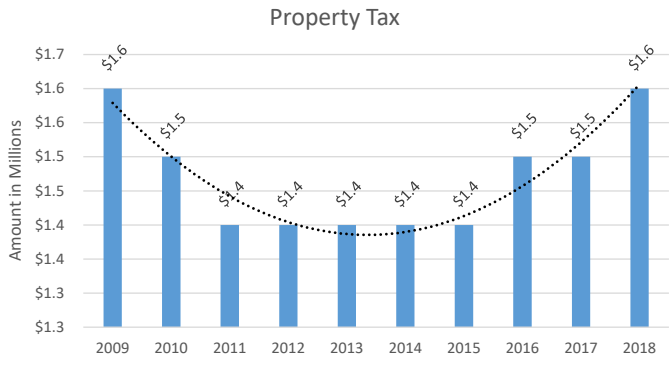
C. Capital Outlay

The District has a five-year capital improvement program. For fire protection and ambulance services, four significant equipment replacements are planned:

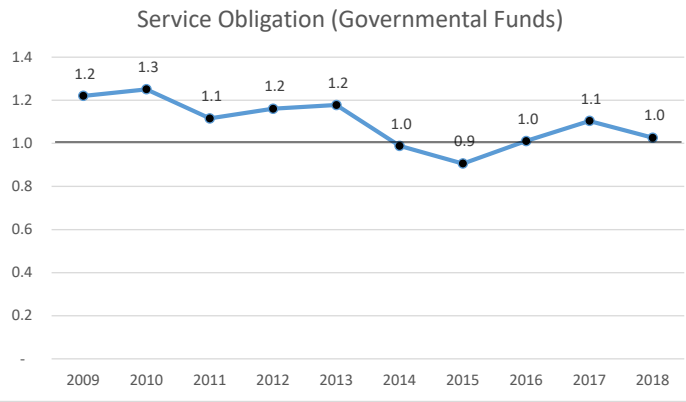
- 2020, MA50A ambulance, \$210,000
- 2023, Type 1 KME Engine (E-51), \$500,000
- 2024, KME Pumper, \$500,000
- 2024, MA51 ambulance, \$210,000

The budget also includes a Vehicle and Equipment Replacement Schedule with outlines each vehicle, current mileage, estimated replacement year, and estimated replacement cost.

RUNNING SPRINGS WATER DISTRICT



This indicator is important for fire and related services as they are heavily reliant upon property tax revenues. As this revenue source is relatively stable and lags about two years behind changes in market conditions, this indicator can potentially depict the stability of an agency's revenue base.



A Service Obligation ratio of one or more indicates if revenues were sufficient to pay for operations. It is calculated by operating revenues divided by operating expenditures.

Fiscal Year	Operating Revenues	Operating Expenditures	Ratio
2009	\$ 1,833,618	\$ 1,502,770	1.2
2010	\$ 1,773,434	\$ 1,417,690	1.3
2011	\$ 1,492,807	\$ 1,338,249	1.1
2012	\$ 1,625,082	\$ 1,400,269	1.2
2013	\$ 1,642,731	\$ 1,394,790	1.2
2014	\$ 1,669,685	\$ 1,689,340	1.0
2015	\$ 1,633,558	\$ 1,802,764	0.9
2016	\$ 1,812,708	\$ 1,793,451	1.0
2017	\$ 1,908,539	\$ 1,728,846	1.1
2018	\$ 2,250,118	\$ 2,193,023	1.0

Post-Employment Liabilities

The two charts below identify the funding status and asset coverage of the pension and OPEB plans.

Pension, Safety Plans

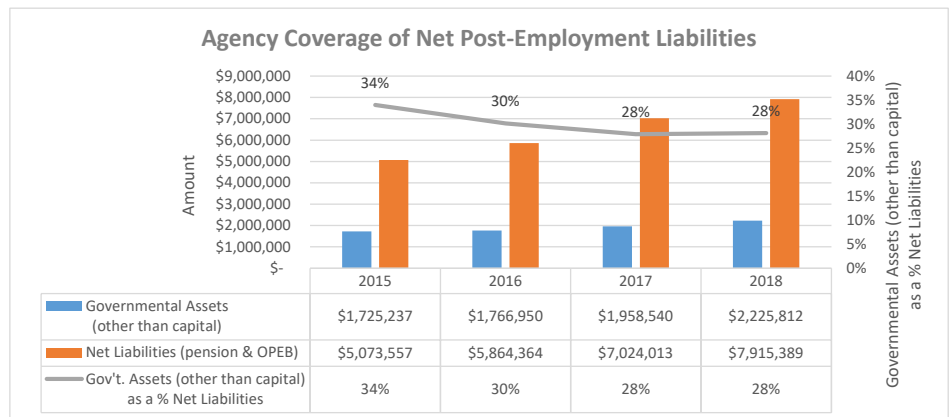
Funded ratio (plan assets as a % of plan liabilities)
Net liability, pension (plan liabilities - plan assets)

	2015	2016	2017	2018	Trend
Funded ratio	70%	73%	70%	69%	
Net liability	\$ 5,073,557	\$ 5,864,364	\$ 7,024,013	\$ 7,915,389	

Other Post Employment Benefits (OPEB), District

The District does report any OPEB liabilities.

The net liability amounts are essentially unfunded liabilities of the agency. The figure below shows if the agency has enough assets (other than capital) to cover the liabilities. A declining trend indicates liabilities continuing to exceed agency assets.



9. Website Transparency

Senate Bill 929 added Government Code Sections 6279.6 and 53087.8 to provide the public easily accessible and accurate information through agency websites. By January 1, 2020, every California independent district is required to maintain a website.

The table, below, is not an exhaustive inventory of website criteria required under current law. Rather, it identifies key components (required by the Government Code and/or recommended by the California Special Districts Association and other organizations) for websites to enhance transparency and accountability.

Government Code Sections 54954.2 and 54957.5 require agencies to post all agendas 72 hours in advance on their websites. Government Code Section 6253 requires that agencies post content most requested by constituents (and most often requested via Public Record Act requests). Because of the difficulty for LAFCO staff to verify this information, these criteria are not included in the website checklist. However, agencies should address these criteria to comply with current website requirements.

Running Springs Water District Website Checklist			
website accessed 8/8/19 https://www.runningspringswaterdistrict.com			
Required			
		Yes	No
Government Code §53087.8	Agency maintains a website with current contact information? <i>(required for independent special districts by 1/1/2020)</i>	X	
Government Code §6270.5	Agency has created an Enterprise System Catalog and posted it to website?	X	
Government Code §54954.2	Agency has current agenda posted to website homepage and is accessible through a prominent, direct link?	X	
Government Code §53908	Agency's website provides information on compensation of elected officials, officers and employees or has link to State Controller's Government Compensation website?	X	
The following criteria are recommended for agency websites by a number of governance associations and organizations.			
		Yes	No
	Description of services?	X	
	Service area map?	X	
	Board meeting schedule?	X	
	Budgets (past 3 years)?	X	
	Audits (past 3 years)?	X	
	List of elected officials and terms of office?	X	
	List of key agency staff with contact information?	X	
	Meeting agendas/minutes (last six months)?	X	
<i>Notes: The District's Strategic Plan should be posted on the website.</i>			

Sources:

Hilltop Communities Action Guide, Draft. Countywide Plan. San Bernardino County. May 2019.

LAFCO

Fiscal Indicators Program

LAFCO 3108, 3137, 3131, 3123 - Hilltop Service Review (2011)

LAFCO 3187 – Countywide Service Review for Water (2017)

LAFCO 3190 – Countywide Service Review for Wastewater (2018)

Running Springs Water District

Budget, FY 2019-20 and FY 2020-21

Financial Statements, FYs 2009-2018

Water and Wastewater Rate Study and Fire and Ambulance Financial Plan, Final Report, April 2019

Website. <https://www.runningspringswaterdistrict.com> Accessed 2 October 2019

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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PROPOSAL NO.: LAFCO 3231

HEARING DATE: FEBRUARY 19, 2020

RESOLUTION NO. 3301

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO 3231 – COUNTYWIDE SERVICE REVIEW FOR FIRE PROTECTION/EMERGENCY MEDICAL SERVICES/DISPATCH.

On motion of Commissioner Bagley, duly seconded by Commissioner Lovingood, and carried, the Local Agency Formation Commission adopts the following resolution:

WHEREAS, a service review mandated by Government Code 56430 has been conducted by the Local Agency Formation Commission for San Bernardino County (hereinafter referred to as “the Commission”) in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.); and,

WHEREAS, at the times and in the form and manner provided by law, the Executive Officer has given notice of the public hearing by the Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including his recommendations thereon, the filings and report and related information having been presented to and considered by this Commission; and,

WHEREAS, a public hearing by this Commission was called for February 19, 2020 at the time and place specified in the notice of public hearing and in any order or orders continuing the hearing; and,

WHEREAS, at the hearing, this Commission heard and received all oral and written support and opposition; the Commission considered all objections and evidence which were made, presented, or filed; and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the service review, in evidence presented at the hearing; and,

WHEREAS, at this hearing, this Commission certified that the service review is statutorily exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA) and such exemption was adopted by this Commission on February 19, 2020. The Commission directed its Executive Officer to file a Notice of Exemption within five working days of its adoption; and,

WHEREAS, the determinations required by Government Code Section 56430 and local

RESOLUTION NO. 3301

Commission policy are included in the service review prepared and submitted to the Commission dated January 29, 2020 and was recommended for acceptance and filing by the Commission on February 19, 2020, a complete copy the service review is on file in the LAFCO office.

WHEREAS, the following additional determinations are made in conformance with the Government Code and local Commission policy:

- As required by State Law, notice of the hearing was provided through publication in newspapers of general circulation within the area, the *Big Bear Grizzly*, *Mountain News*, and *San Bernardino Sun*. Individual notice was not provided as allowed under Government Code Section 56157 as such mailing would include more than 1,000 individual notices. As outlined in State Law and Commission Policy, in-lieu of individual notice the notice of hearing publication was provided through an eighth page legal ad.
- As required by State law, individual notification of the hearing was provided to affected and interested agencies, County departments, and those agencies and individuals requesting mailed notice.
- The first draft of the service review document was released to all affected agencies on January 7, 2020.
- The final draft of the service review was released on January 29, 2020 to all parties as well as the Commission and posted on the LAFCO website. Due to the size and scope of the service review, the final draft was released in advance of the staff report to allow for additional time for review and comment.
- Comments from the public and any affected agency were reviewed and considered by the Commission in making its determinations.

NOW, THEREFORE, BE IT RESOLVED by the Local Agency Formation Commission for San Bernardino County, State of California, that this Commission shall:

1. For environmental review, certify that the service review is statutorily exempt from environmental review and direct the Executive Officer to file the Notice of Exemption within five (5) days.
2. Accept and file the Countywide Service Review for Fire Protection/Emergency Medical Services/Dispatch which sets forth the written statements for the six determinations outlined in Government Code Section 56430 made by the Commission.
3. As outlined in the service review presented to the Commission, take the following actions for specific agencies/entities:
 - a) Direct LAFCO staff to continue to monitor the Barstow Fire Protection District and the City of Barstow, and direct staff to return to the Commission at its September 16, 2020 meeting.
 - b) Direct LAFCO staff to continue to monitor the San Bernardino County Fire Protection District, and direct staff to return to the Commission at its September 16, 2020 meeting.

RESOLUTION NO. 3301

THIS ACTION APPROVED AND ADOPTED by the Local Agency Formation Commission for San Bernardino County by the following vote:

AYES: COMMISSIONERS: Bagley, Cox, Curatalo, Lovingood, Rowe, Denison

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: McCallon and Warren (Denison voting in her stead)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, SAMUEL MARTINEZ, Executive Officer of the Local Agency Formation Commission for San Bernardino County, California, do hereby certify this record to be a full, true, and correct copy of the action taken by said Commission, by vote of the members present, as the same appears in the Official Minutes of said Commission at its meeting of February 19, 2020.

DATED: February 20, 2020



SAMUEL MARTINEZ
Executive Officer



RUNNING SPRINGS WATER DISTRICT
A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT

31242 Hilltop Boulevard • P.O. Box 2206
Running Springs, CA 92382

February 21, 2024

Mr. Samuel Martinez, Executive Director
San Bernardino County LAFCO
1170 W. 3rd Street, Unit 150
San Bernardino, CA 92415
smartinez@lafco.sbcounty.gov

Subject: Submittal of Extension of Service Application for Ground Ambulance Services

Dear Mr. Martinez,

The Running Springs Water District (District) is hereby requesting the San Bernardino County Local Agency Formation Commission (SBCLAFCO) authorize the extension/continuation of its ground ambulance service outside the District's boundary and sphere of influence pursuant to Government Code Section 56133.5. The District is submitting the attached SBCLAFCO application for said extension/continuation of service related to the Inland Counties Emergency Medical Agency (ICEMA) authorized Running Springs Fire Department Exclusive Operating Area (EOA) 19 for ground ambulance services. This application is based on the recommendations in SBCLAFCO Countywide Service Review for Fire Protection/Emergency Medical Services/Dispatch in 2020 (LAFCO 3231) and therefore requests authorization for the extension/continuation of service within the entire EOA 19 per Government Code Section 56133.5.

Please contact me at 909-403-5387 or rgross@runningspringswd.com should you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Gross".

Ryan Gross, P.E., BCEE
General Manager
Running Spring Water District
rgross@runningspringswd.com
909-403-5387

Attachments: Application for Extension of Service to include EOA 19

SAN BERNARDINO LAFCO APPLICATION FOR EXTENSION OF SERVICE BY CONTRACT

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME: Running Springs Water District

CONTACT PERSON: Ryan Gross, General Manager

ADDRESS: 31242 Hilltop Boulevard, PO Box 2206
Running Springs, CA 92382

PHONE: (909) 403-5387

EMAIL: rgross@runningspringswd.com

CONTRACTING PARTY:

NAME OF PROPERTY OWNER: Not Applicable

CONTACT PERSON: _____

MAILING ADDRESS: _____

PHONE: _____

EMAIL: _____

ADDRESS OF PROPERTY PROPOSED FOR CONTRACT: _____

CONTRACT NUMBER/IDENTIFICATION: _____

PARCEL NUMBER(S): _____

ACREAGE: _____

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

Provide Basic and Advanced Life Support Emergency Ambulance service within the
Inland Counties Emergency Medical Services Agency (ICEMA) designated Exclusive
Operating Area (EOA) 19. Refer to Attachment 1 for a description of EOA 19.

- (b) Are any of the services identified above "new" services to be offered by the agency? YES NO. If yes, please provide explanation on how the agency is able to provide the service.

2. Is the property to be served within the agency's sphere of influence? YES NO

3. Please provide a description of the service agreement/contract.

Memorandum of Understanding (MOU) between ICEMA and the Running Springs Fire
Department (Running Springs Water District) dated October 17, 2006, granting the
District Exclusive Ambulance Operating rights for San Bernardino County EOA 19. This
was a solidification of the original granting to the District of Exclusive Operating Rights
for EOA 19 by ICEMA in 1984. Refer to Attachment 2 for further details.

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? YES NO. If yes, please provide a projected timeframe when it

anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

SBLAFCO has recommended consolidation of water districts for CSA 79 and Arrowbear Lake, inclusive of fire and EMS treatment and transportation into the RSWD in three distinct reports, the last being in SBLAFCO's 2020 Countywide Service Review for Fire Protection/Emergency Medical Services/Dispatch. The District has recently assumed Sewer and Wastewater service within CSA 79. There are no current formal negotiations for Fire and EMS Transport annexation, but exploratory talks have occurred previously and are being reviewed for resumption currently.

- (b) Is the property to be served contiguous to the agency's boundary?
 YES NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

Refer to above response.

5. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?
 YES NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).
- _____
- _____
- _____

6. (a) What is the existing use of the property?

The existing property is a mix of residential and some commercial intermixed within San Bernardino National Forest lands.

(b) Is a change in use proposed for the property? YES NO. If yes, please provide a description of the land use change.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

Not Applicable.

8. Are there any land use entitlements/permits involved in the agreement/contract? YES NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map	<input type="checkbox"/>
Permit (Conditional Use Permit, General Plan Amendment, etc.)	<input type="checkbox"/>
Conditions of Approval	<input type="checkbox"/>
Negative Declaration (Initial Study)	<input type="checkbox"/>
Notice of Determination (NOD)/Notice of Exemption (NOE)	<input type="checkbox"/>
Department of Fish and Game (DFG) Receipt	<input type="checkbox"/>
Others (please identify below)	<input type="checkbox"/>

9. Has the agency proposing to extend service conducted any CEQA review for this contract? YES NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

(a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of:
1) capacity of existing infrastructure, 2) type of infrastructure to be extended or

RSWD Board Resolution # 23-59. Please reference Attachment #3 for further details.		
Total Costs		

- (c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

Not Applicable

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

Not Applicable

11 Does the City/District have any policies related to extending service(s) outside its boundary? YES NO. If yes, has a copy been provided to LAFCO? YES NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.

CERTIFICATION

As a part of this application, the Running Springs Water District agrees to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

The agency signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge and belief.

SIGNED



NAME:

Ryan Gross

POSITION TITLE:

General Manager

DATE:

02/21/2024

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission for San Bernardino County

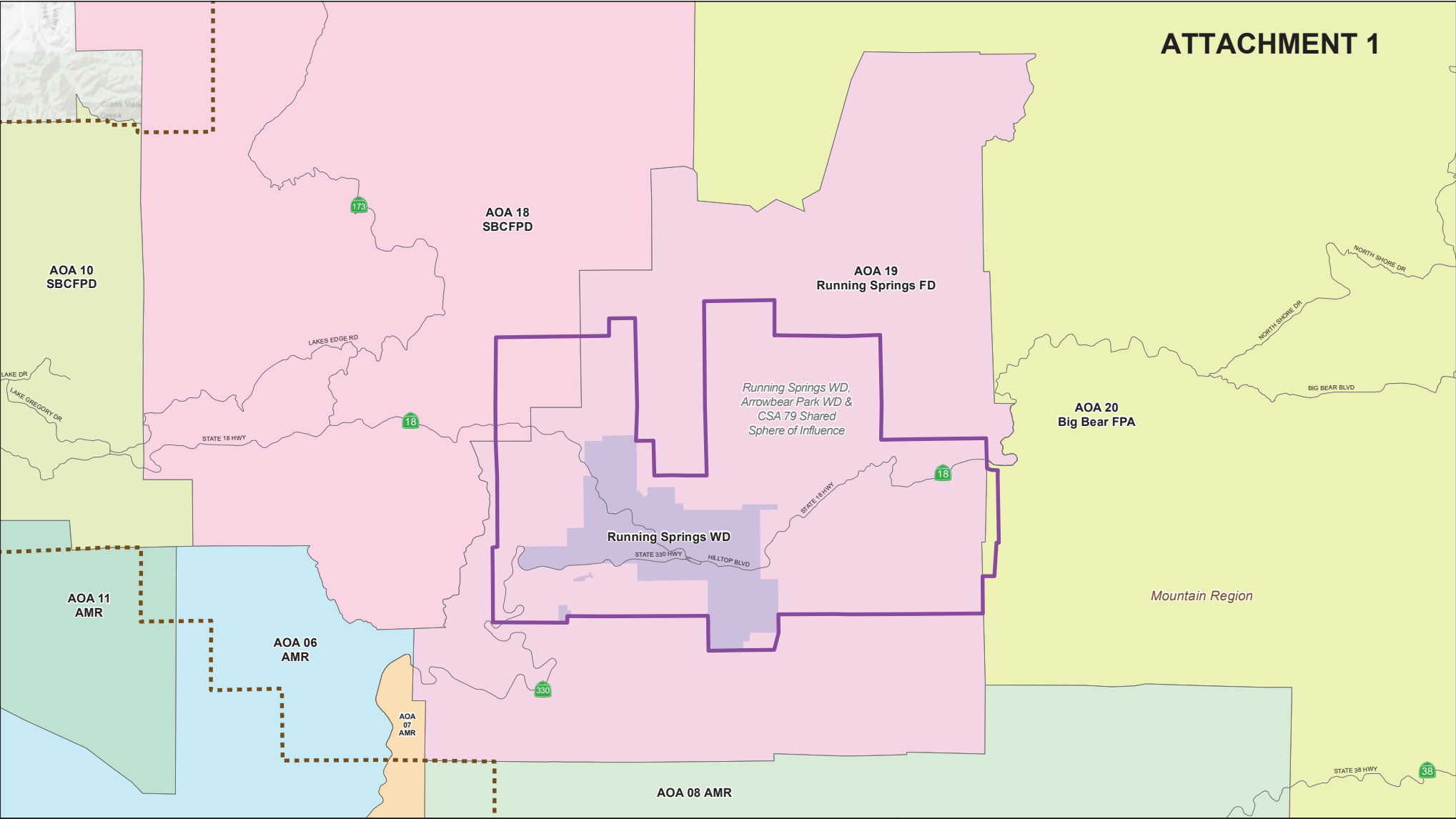
1170 West 3rd Street, Unit 150

San Bernardino, CA 92415-0490

PHONE: (909) 388-0480 • FAX: (909) 388-0481

Rev: krm – 8/19/2015

ATTACHMENT 1



Running Springs Water District Ambulance Operating Area

- | | |
|---|---|
| <ul style="list-style-type: none"> 06 (American Medical Response) 07 (American Medical Response) 08 (American Medical Response) 10 (San Bernardino County Fire Protection District Crest Forest) 11 (American Medical Response) 14 (Morongo Basin Ambulance) 16 (San Bernardino County Fire Protection District Wightwood) | <ul style="list-style-type: none"> 18 (San Bernardino County Fire Protection District Lake Arrowhead) 19 (Running Springs Fire Department) 20 (Big Bear Fire Protection Authority) Running Springs Water District Running Springs Water District, Arrowbear Park Water District and CSA 79 Shared Sphere of Influence San Bernardino County Line Mountain Region |
|---|---|



Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.



**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
MEMORANDUM OF UNDERSTANDING
FOR AMBULANCE SERVICES
IN SAN BERNARDINO COUNTY**

**EXCLUSIVE OPERATING AREA (EOA) 19
RUNNING SPRINGS FIRE DEPARTMENT**

THIS Memorandum of Understanding herein referred to as "MOU", is made and entered into by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY, (hereinafter referred to as "ICEMA"), as the local Emergency Medical Services Agency for the County of San Bernardino and Running Springs Fire Department, (hereinafter referred to as "PROVIDER"); **WITNESSETH:**

WHEREAS, ICEMA is authorized by law to develop an emergency medical services system pursuant to the Emergency Medical Services and Pre-hospital Care Personnel Act (Health and Safety Code sections 1797 et seq.), hereinafter, "the EMS Act"; and

WHEREAS, PROVIDER provides said Basic and Advanced Life Support emergency ambulance services pursuant to the EMS Act in the area referred to herein as Exclusive Operating Area (EOA) 19 as presented in Attachment 1 (Exclusive Operating Area Map) and which is incorporated herein as if fully set forth; and

WHEREAS, PROVIDER is willing to provide said services according to the terms and conditions herein stated; and

WHEREAS, the parties hereto recognize and agree that the creation and assignment of the EOA, as presented, in Attachment 1 (Exclusive Operating Area Map) under this MOU shall not exclude providers of special events or industrial ambulance permits from operating within the boundaries of said EOA.

WHEREAS, the parties hereto will utilize their best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

WHEREAS, the parties hereto agree that nothing in this MOU shall in any way restrict PROVIDER from maintaining or entering into partnerships or other cooperative agreements, approved by ICEMA, with public safety agencies for the purposes of augmenting or improving services contemplated by this MOU.

WHEREAS, the parties hereto acknowledge and agree that agreement to this MOU constitutes notice, in accordance with Section V (G) of the San Bernardino County EOA Plan,

that the EOA being served under this MOU shall lose its non-competitive status, if applicable, at expiration or termination of this MOU, unless otherwise provided by law.

NOW, THEREFORE, the parties hereto agree as follows:

I. **DEFINITIONS**

For the purpose of this MOU, the following terms, phrases, words and the derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular and words used in the singular include the plural. The words "include", "including", or other similar words of inclusion shall mean without limitation or restriction.

- A. **"Advanced Life Support" or "ALS"** means special services designed to provide definitive pre-hospital emergency medical care as defined in California Health and Safety Code section 1797.52.
- B. **"ALS Ambulance"** means an emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of San Bernardino.
- C. **"Ambulance" or "Ambulance Unit"** means any vehicle specially constructed, modified and/or equipped, and licensed by the California Highway Patrol, if required, pursuant to Title 13 CCR 1100 2(a), and used for the sole purpose of response readiness and transporting sick, injured, convalescent, infirmed or otherwise incapacitated person(s).
- D. **"Basic Life Support" or "BLS"** means special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code section 1797.60.
- E. **"BLS Ambulance"** means an emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the County of San Bernardino.
- F. **"Cancelled call"** means a 9-1-1 call, which has been canceled prior to arrival of an emergency ambulance at the scene.
- G. **"Critical Care Transport" or "CCT"** means the provision of specialized ambulance services in accordance with current ICEMA policy relating to critical care transport requirements.

- H. **"Emergency Ambulance"** means an ambulance, which is staffed and equipped to provide EMS levels at BLS or higher at the scene of an emergency or during inter-facility transfers.
- I. **"Exclusive Operating Area" or "EOA"** means a specific geographic area of the County of San Bernardino designated as authorized by the Health and Safety Code, sections 1797.6, 1797.85, 1797.185, 1797.224 and 1797.226.
- J. **"First Responder Agency"** means a public safety agency that provides, at a minimum, basic life support at the scene of an emergency.
- K. **"Fiscal Year"** means the annual time period beginning on July 1 and ending on June 30.
- L. **"Force Majeure"** means flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.
- M. **"Fractile Response Time"** means a method of measuring response times in which all applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (for example, 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.
- N. **"ICEMA Administration Cost"** means the annual expenses incurred by ICEMA to monitor and enforce the provisions of this MOU within the County of San Bernardino during the Fiscal Year, including, without limitation, all identifiable direct charges, an allocated share of common charges (e.g., office supplies) and indirect overhead. The budgeted ICEMA Administration Cost for Fiscal Year 2006-2007 amounts to \$437,920 as shown by Attachment 10 attached hereto and incorporated herein by this reference.
- O. **"Management Fee"** means PROVIDER's Pro Rata Share of the ICEMA Administration Cost calculated in the proportion that PROVIDER's number of 9-1-1 transports bears to the total of all 9-1-1 transports within the County of San Bernardino (including County Fire) during the previous Fiscal Year, as illustrated in Attachment 11.

- P. **"Minor Breach"** means failure to fulfill any of the terms and conditions of this MOU that do not amount to a MAJOR BREACH of the MOU, as delineated in Section XX (A).
- Q. **"Mutual Aid"** means a request, originating outside of PROVIDER's EOA to provide services outside of the EOA, or a request initiated by the PROVIDER for emergency ambulance at the scene within the EOA. The request could be initiated through dispatch centers, public safety enforcement agencies, ICEMA or the San Bernardino County Health Officer.
- R. **"Provide, Operate, or Furnish"** means with regard to PROVIDER's responsibilities set forth in this MOU, the terms **"provide"**, **"operate"** or **"furnish"** means to perform, make available or utilize either directly through PROVIDER's personnel and resources or through sub-contracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies required herein.
- S. **"Preventable Mechanical Failure"** means failure of equipment and/or vehicles to operate properly due to lack of proper maintenance.
- T. **"PSAP"** is defined as Public Service Answering Point. The primary PSAP is the designated agency at which the 9-1-1 call is first received. The secondary PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.
- U. **"Special Event Services"** is defined as any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have one or more ambulances at the site.
- V. **"Supervisor Support Vehicle"** means a response vehicle for the purpose of providing support services in the field.
- W. **"Units"** are defined as ambulances and/or response vehicles.
- X. **"Cycle"** is defined as the time period sufficient to enable ICEMA to calculate a statistically valid estimate of response time compliance pursuant to the method set forth in Section X(B).

II. GENERAL RESPONSIBILITIES AND DUTIES OF PROVIDER

- A. **Personnel, Equipment and Materials Required** - PROVIDER shall provide the personnel, equipment and materials necessary to provide advanced life support

and other services as described herein to persons in need thereof within their designated EOA. PROVIDER's obligations are set forth in detail in the provisions of this MOU.

- B. **In-Service Training Required** - PROVIDER shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.
- C. **EMS System Interaction** - PROVIDER, when requested, shall participate regularly in all aspects of development of the local EMS system including, but not limited to:
 - 1. "Treat and release" and "alternate destination" programs as established by ICEMA.
 - 2. Expanded scope of practice treatment and equipment programs.
 - 3. First Responder, EMT-I, Paramedic, MICN, Base Hospital physician and provider dispatcher education and training, and ride-along programs.
 - 4. Disaster exercises and drills.
 - 5. Continuing education programs.
- D. **Equipment Maintenance** - PROVIDER shall provide or contract for equipment maintenance.
- E. **Response Standards** - PROVIDER shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.
- F. **Mutual Aid Agreements** - PROVIDER shall develop, implement and maintain mutually beneficial support agreements with ICEMA approved emergency ambulance providers within one (1) year of the effective date of this MOU. These agreements are subject to approval by ICEMA. If PROVIDER is unable to develop and implement mutual aid agreements, PROVIDER shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.
- G. **Quality Improvement or "QI"** - PROVIDER shall participate actively in and comply with the ICEMA QI audit process, provide special training and support to

PROVIDER's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. PROVIDER shall submit a QI Plan and subsequent revisions and update for approval to ICEMA.

- H. **Permits and Certifications** - PROVIDER shall maintain all appropriate and required state and county permits.
- I. **Implementation of ICEMA Policies** - PROVIDER shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, PROVIDER shall satisfy ICEMA's requirements, PROVIDER shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. PROVIDER shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.
- J. **Expanded Scope Programs** - PROVIDER may assist ICEMA in evaluating and implementing expanded scope programs for Paramedics, EMT-Is and first responder personnel.
- K. **Paramedic Preceptors** - In coordination with the approved training institutions, providers are encouraged to provide paramedic preceptors for prehospital training programs.
- L. **Financial Implications of Operations** - PROVIDER shall advise ICEMA concerning financial implications of operational changes under consideration affecting level of EMS services.
- M. **Reports to ICEMA** - PROVIDER shall provide data, reports and records to ICEMA as set forth herein.

III. MEDICAL CONTROL

- A. **Medical Control Authority** - PROVIDER acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and

that PROVIDER, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.

- B. **Adherence to Medical Control Standards** - ICEMA has an established system of medical control through the ICEMA Medical Director. The PROVIDER shall adhere to the standards of medical control established by ICEMA.
- C. **Compliance with Laws and Policies** - PROVIDER shall comply with the all ICEMA policies and protocols and applicable local County ordinances.

IV. SCOPE OF SERVICE

- A. **Emergency Ambulance Services** - PROVIDER shall provide sufficient resources, which may include mutual aid resources from outside of the EOA, to ensure adequate availability and response to all requests originating within their service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis.
- B. **Critical Care Transport Services** - PROVIDER may provide CCT service within the EOA for those calls requiring such services upon approval by ICEMA. Specialized CCT services, such as high-risk pregnancy, neonate, etc, may be authorized to operate in expanded geographic areas based on need and necessity.
- C. **EMS Aircraft** - PROVIDER does not have the right to provide air ambulance or air rescue services by virtue of this MOU.
- D. **Standby Special Event Services** - PROVIDER agrees to comply with all ICEMA policies/protocols regarding the provision of EMS service during special events. ICEMA expressly states that special events services are not subject to the EOA.
- E. **Specialized Emergency Medical Care Services** - PROVIDER may provide specialized emergency medical care services upon approval of ICEMA.
- F. **Indigent Transport Services** - PROVIDER shall provide emergency ambulance services to indigent patients pursuant to its contract with the County of San Bernardino for such services. In the event PROVIDER shall terminate its contract with the County, such termination shall be considered a MAJOR BREACH of this MOU. However, if the County shall terminate the contract, PROVIDER shall not be required to continue to provide such services under this MOU.

V. **FIRST RESPONDER COORDINATION**

- A. **Re-supply** - PROVIDER shall re-supply first responder units at no cost to the first responder agencies with disposable medical supplies utilized in direct patient care where patient is transported by PROVIDER, if applicable.
- B. **Stand-by Requests** - PROVIDER shall provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA, excluding special event services. A non-dedicated unit may respond to a 9-1-1 call when on stand-by.
- C. **Contact Number** - PROVIDER shall provide a contact and a telephone number to be made available to all public safety EMS agencies within PROVIDER's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by PROVIDER.
- D. **Continuing Education Programs** - PROVIDER's internal continuing education programs authorized by the State in which PROVIDER issues a continuing education course number shall be made reasonably available to interested first responder personnel.

VI. **PROVIDER DISPATCH SERVICES**

- A. **Compliance with ICEMA Policies** - PROVIDER shall provide all dispatching of ambulance units in accordance with ICEMA policies and procedures.
- B. **CAD Requirements** - PROVIDER shall maintain a computer aided dispatch (CAD) system that includes the necessary hardware and software to provide EMS provider dispatch services.

VII. **SERVICE AREA AND RESPONSE ZONES**

- A. **Service Area Defined** - A map of the EOA is set forth in Attachment 1 (Exclusive Operating Area Map).
- B. **Resource Requirements** - PROVIDER shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.
- C. **Response Zones** - Population density based "response zones" (urban, suburban, rural and wilderness) and sub-response zones as established within

each EOA or service area are depicted in Attachment 2 (Response and Sub-response zones).

VIII. PERSONNEL

- A. **Personnel Required** - PROVIDER shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the PROVIDER's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.
- B. **Certification and Licensure of Personnel** - PROVIDER shall ensure that all PROVIDER's employees functioning as emergency medical technicians and paramedics are appropriately certified, accredited and licensed by both the State EMS Authority and ICEMA.
- C. **Records** - PROVIDER shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this MOU.
- D. **EMS Incidents Forms** - PROVIDER shall furnish to all employees approved ICEMA Incident Report Forms (either hard copy or electronically) and shall require employees to utilize such forms, and shall furnish a copy of such completed form to ICEMA in accordance with ICEMA policies.

IX. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL

- A. **Certification, Licensure, Accreditation** - Field personnel are certified, licensed and accredited pursuant to the Health and Safety Code, section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.

X. RESPONSE TIME STANDARDS

- A. **Performance Requirements** - The overall response time performance requirement for services under this MOU is intended to ensure that PROVIDER responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein

establish the level of response time performance required by PROVIDER for calls within the designated EOA as depicted in Attachment 2 (Response Zones and Sub-response Zones).

- B. **Response Time Performance Calculation** - Response times are measured and calculated on a fractile basis using CAD data, where available, in conformity with Attachment 3 (Response Time Measurement and Methods), Attachment 4 (Response Time Terminology) and Attachment 5 (Measuring Response Time Standard Compliance) and Attachment 6 (Measuring EOA Compliance) on a monthly basis for each overall EOA incorporating all response zones. Canceled calls will be included in determining compliance. For an EOA in which, after excluding runs with approved exemptions, multi-patient runs, and multi-unit runs, less than 1,600 annual runs occur, the calculation of EOA response time compliance for the purpose of determining major breach of contract (Section XX A(2)(3)) will be deferred until the combined number of runs for a given month and subsequent months is greater than or equal to the number of runs necessary for a statistically valid estimate of the percentage of compliant runs. The number of runs necessary for a statistically valid estimate (cycle) will be based on the number of annual runs in the previous calendar year (Attachment 8).
- C. **Exemptions** - If PROVIDER thinks that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond PROVIDER's reasonable control, PROVIDER may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance. Preventable equipment failure, and/or provider dispatcher error, shall not furnish grounds for release from response time standards. Additional information regarding exemptions and automatic exemptions may be found in Section XIV (H).
- D. **Reporting Requirements** - PROVIDER shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time as depicted in Attachment 3. This report shall include, at a minimum, the location, date, and time of said occurrence(s). PROVIDER will participate in quality improvement efforts relating to these instances.

- E. **Performance Committee** - PROVIDER shall establish and maintain a Performance Committee comprised of representatives of PROVIDER's management and field personnel and ICEMA staff, governing boards and/or City Managers or their designated representative (within the EOA covered by this MOU) and representative of the County supervisorial district(s) (within the EOA covered by this MOU) which shall meet on a regular basis to review response compliance performance.

XI. **DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE**

- A. **Mutual Aid Response** - To the extent that PROVIDER may have resources available, PROVIDER shall respond to requests from neighboring jurisdictions and ambulance providers for mutual aid that require a Code 3 (lights and siren) response.
- B. **Declared State-of-Emergency** - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to PROVIDER by ICEMA. PROVIDER shall then, as provided for in approved disaster plans and protocols, commit such resources as are reasonably necessary and appropriate, given the nature of the disaster. During such periods, PROVIDER shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, PROVIDER's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, PROVIDER shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.
- C. **Multi-casualty Incidents** - Normal (i.e., not disaster related) multi-casualty incident calls rendered by PROVIDER shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, PROVIDER shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this MOU.

XII. SPECIFIC PROVISIONS

- A. **User Fees Rate Adjustment** – PROVIDER acknowledges that ICEMA has the authority to determine rates for services provided under this MOU and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this MOU unless modified or adjusted pursuant to process as defined in Attachment 7 (San Bernardino County Ambulance Ordinance).
- B. **On-Scene Collections** - PROVIDER's personnel shall not request payment for services rendered under this MOU in response to any 9-1-1 call either at the scene of the call, en route, or upon delivery of the patient.
- C. **Billing and Collections** - PROVIDER's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

XIII. ICEMA MANAGEMENT FEE

PROVIDER shall pay ICEMA PROVIDER's pro rata share of the total 9-1-1 county wide ambulance transports of an annual fee in an amount estimated to be sufficient to cover ICEMA's costs related to monitoring and enforcing the provisions of this MOU for the subsequent fiscal period. PROVIDER's pro rata share of cost will be determined based solely on total number of 9-1-1 transports within its EOA during the most recent 12-month period for which data is available at the time of cost estimate. Except for the initial partial fiscal year of this MOU, ICEMA will provide an estimate of PROVIDER's share of cost for the coming fiscal period not later than 30 days prior to the start of such period. By March 31st of each year, ICEMA shall provide a budget outlining expenditures related to management/monitoring of contracts. Within 90 days after the end of a fiscal year (July 1 - June 30), ICEMA will determine actual cost for that period and determine whether revenues collected based on estimates resulted in over or underpayment by PROVIDER. Any over or under payments for the prior period will be credited or added to the provider payments in the current period. When determining actual cost, ICEMA will include all identifiable direct charges, an allocated share of common charges, (e.g. office supplies, etc.) and indirect overhead. Additional adjustments to the fee can be made for other changes, such as, a change in monitored components (Le. Inter-facility transports code 2 calls). Fees for the partial first fiscal year are prorated based on the number of months remaining in the fiscal year as of the date

of ICEMA Board approval and shall be paid to ICEMA within thirty (30) days of the effective date of this MOU. Fees thereafter shall be paid to ICEMA within thirty (30) days of the beginning of the quarter. Any increases in the Management/Monitoring Fee imposed by ICEMA shall be considered an "Extraordinary Cost Increase" that shall be considered in any application for rate increase by PROVIDER under Section XII A above.

XIV. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. **PROVIDER** shall maintain data collection and reporting systems that meet the following minimum standards:
1. For each patient contacted, PROVIDER's personnel shall complete an ICEMA approved patient report form, and PROVIDER shall routinely furnish a copy of such completed form monthly to the ICEMA according to ICEMA policy.
 2. Provide for submission of monthly data, including CAD data, where a CAD system is in use for dispatching of the PROVIDER, for each response, and patient care data as specified in Attachment 13 (ICEMA Scantron Form). PROVIDER is required to fulfill this requirement using an ICEMA approved electronic data collection and submission format upon implementation by ICEMA as funding becomes available
 3. Accuracy and completeness patient data - PROVIDER will assure that Scantron forms, or other acceptable means of transmitting data to ICEMA, are complete and accurate prior to submission to ICEMA. All patient data will be provided to ICEMA monthly according to policy. For on-going problems with data submission, PROVIDER will submit a plan of correction.
 4. Data Audits - ICEMA or the County Health Officer may require an audit of patient care records and response time data.
- B. **Financial Audits** - ICEMA or the County Health Officer may require an audit of books and records of the PROVIDER as relates to ambulance billing issues.
- C. **On-site Disclosure** - In addition to the aforementioned reports and data, Provider shall maintain up-to-date records and data pertaining to its services specific to San Bernardino County, as listed below. PROVIDER shall make such

reports and data available for on-site review and inspection, upon request of ICEMA.

1. Services by payor source.
2. Services provided by category (e.g., ALS, BLS and mileage) and by financial classification.
3. Services by date of service.
4. Collections by payor source.
5. Annual fixed asset schedule.

D. **Changes in Practices and Procedures** - PROVIDER shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other thirdparty payors. Such rules, regulations, policies, and procedures may change from time to time and PROVIDER's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this MOU to reflect such changes each time they occur and therefore agree that PROVIDER may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this MOU, subject, however, to the review and approval of the ICEMA Administrator. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.

E. **Ownership of Data**

1. PROVIDER AND ICEMA agree that all data and records submitted to ICEMA under the terms of this MOU, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.
2. PROVIDER may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, PROVIDER shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g. Uniform Trade Secrets Act, Civil Code section 3426 et seq.)

3. ICEMA shall notify PROVIDER of any request for information. PROVIDER may pursue its legal remedies to prevent disclosure of such information.

- F. **Vehicle Breakdown Reporting Requirements** - PROVIDER shall submit to ICEMA, within seven (7) calendar days, a report for every incident where PROVIDER's emergency ambulance breaks down while assigned to a 9-1-1 emergency medical response or during an inter-facility transport. The report shall document whether the break down occurred while en-route, while on-scene, or during transport of a patient.
- G. **Data Reporting Assessment** - In the event PROVIDER fails to furnish information required by this subsection concerning a call, transport or account, ICEMA staff shall notify PROVIDER of such failure and PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to furnish the required information.
- H. **Exemptions** - ICEMA may grant exemptions to the response time requirements stated herein. Exemptions may be granted for calls where, road conditions, or multicasualty or other situations beyond PROVIDER's control cause unavoidable delays. All such calls shall be individually examined and if the circumstances warrant, ICEMA will exclude them from the database utilized for calculating monthly compliance. In order to be eligible for an exception, the PROVIDER must include a full explanation of its reasons for requesting such exception as part of the PROVIDER's monthly report. Equipment failure, and/or provider dispatcher error, shall not furnish grounds for release from late-run determination or response time standards.

Automatic exemptions (subject to audit) will be granted for the following:

1. inclement conditions
2. reported delayed response times from the CAD system which do not correlate with provider data due to radio communication system failure
3. the need to initiate mutual aid within the operating area
4. having to respond from outside of the operating area due to patient transport
5. other 9-1-1 emergency commitments

XV. COMPLIANCE

PROVIDER shall comply with all ICEMA policies, procedures, protocols and directives issued in accordance with law, including the EOA Plan for the County of San Bernardino. PROVIDER shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California Emergency Medical Services Authority, and County of San Bernardino.

XVI. AUDITS AND INSPECTIONS

- A. **Reasonable Inspection Notice** - Representatives of ICEMA may at any time during normal business hours, and as often as may reasonably be deemed necessary, observe PROVIDER's operations. PROVIDER shall make available to ICEMA for its examination, its records with respect to all matters covered by this MOU, and make excerpts or transcripts from such records, and may make audits of all Agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this MOU. ICEMA representatives may, at any time, and without notification, directly observe PROVIDER's operation at the PROVIDER's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "third person" on any of the PROVIDER's units at any time, provided, however, that in exercising this right to inspection and observation, ICEMA representatives provide appropriate identification, conduct themselves in a professional manner, be courteous, not interfere in any way with PROVIDER's personnel in the performance of their duties, and complies PROVIDER'S liability requirements.
- B. **Normal Business Hours Restriction** - ICEMA's right to inspect records in PROVIDER's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the PROVIDER in advance of any such visit. ICEMA's right to observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification. ICEMA will not disrupt normal operations.
- C. **Authorized Observers** - This right to directly observe PROVIDER's field operations, provider dispatch operations, and maintenance shop operations shall

also extend to authorized representatives of ICEMA or other persons authorized by ICEMA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.

- D. **Exception to Section** - The terms of this section shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this MOU has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this MOU.

XVII. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA

ICEMA shall:

- A. **Monitoring and Enforcement** - ICEMA shall monitor and enforce performance under this MOU to ensure service areas covered under this MOU receive adequate emergency medical services including emergency ambulance service.
- B. **Rate Approval** - Review, reserving the right to approve, reasonable rates and charges by the PROVIDER.
- C. **Competitive Bid Process** - Except as may be required under Health and Safety Code sections 1797.224 and 1797.226, ICEMA shall develop, implement, and conduct a competitive bid process for the selection of emergency ambulance providers to serve EOAs for emergency takeovers or irresolvable MAJOR BREACH.
- D. **Medical Control** - Provide for system medical control/Medical Director.
- E. **Default Provisions** - In the event of default, initiate a takeover and manage all operations until a new PROVIDER can be secured. ICEMA shall conduct a competitive bid process for the selection of a PROVIDER to provide emergency ambulance services within the affected contracted EOA.
- F. **Compliance Reports** - ICEMA shall provide monthly compliance reports for review by the Performance Committee. This report shall contain a summary of compliance to performance standards and a summary of exemptions requested and granted.
- G. **Annual Audit** - In addition to ICEMA's audit authority under section XVI, ICEMA shall conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.

- H. **Annual Report** - ICEMA shall provide an annual compliance report for review to the San Bernardino County Emergency Medical Care Committee (EMCC) and the ICEMA Governing Board.

XVIII. GENERAL PROVISIONS

A. **TERM OF MOU AND RENEWAL PROVISIONS**

- 1. **Initial Term** - The term of the Agreement shall commence when executed by the parties and continue in effect until December 31, 2013, but shall automatically be renewed for successive three (3) year periods unless otherwise terminated or amended and provided that PROVIDER has not committed an unresolved MAJOR BREACH of the MOU. Notwithstanding the foregoing, PROVIDER may terminate this contract, at any time, upon ninety (90) days written notice to ICEMA.
- 2. In the event that PROVIDER is temporarily unable to meet the terms of this Agreement, PROVIDER shall promptly notify ICEMA. In the event the PROVIDER elects to not automatically extend the contract term, PROVIDER shall give ICEMA no less than ninety (90) days written notice prior to the expiration date of the current term.
- 3. **Continuity of Service** - ICEMA hereby declares and makes a finding that it is in the public's best interest to assure that persons needing emergency medical services will not be negatively impacted by changing providers of emergency ambulance services and that the public continues to receive high quality ambulance services. It is also in the best interest that PROVIDER provide an experienced and stable work force of supervisors, paramedics, EMT's, dispatchers and other support personnel; and that it is in the public best interest that PROVIDER establishes a systematic capital replacement policy that focuses on long term investment in the EOA and ensures their ability to comply with the terms of this MOU.

B. **TRANSITION PROVISIONS:**

- 1. **Transition Period** - In the event this MOU is terminated, PROVIDER may be required to continue to provide services during the transition period, and shall assist both ICEMA and the successor service provider in effecting a safe and orderly transition. The following provisions are

designed to protect the interests of both PROVIDER and ICEMA during the period of transition from PROVIDER to the successor service provider. In the event that a successor service provider has not been established prior to the termination date of this MOU, the PROVIDER shall continue to provide services for a period not to exceed six (6) months after said termination date, in the discretion of ICEMA.

2. **Right to Required Replacement** - Throughout the term of this MOU and any extension period, ICEMA may, after an inspection and for cause, require PROVIDER to replace any mandatory equipment items listed on the ICEMA Standard Drug and Equipment list at any time after that item's scheduled replacement date. However, if through superior maintenance or by other means, PROVIDER is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item.
3. **Transfer of Goodwill** - Upon termination of this MOU, PROVIDER shall convey to ICEMA or the successor service provider, all rights to business for ambulance service pursuant to the EOA provisions of this MOU that have been developed by PROVIDER during the term of this MOU. PROVIDER shall assert no claim of rights to conduct business within the contracted EOA after the termination of this MOU, nor shall PROVIDER assert any claim of compensation owed relative to the loss of such business.

XIX. DISPUTE AND GRIEVANCE PROCEDURE

- A. **Dispute Resolution** - ICEMA's duties shall include monitoring the operation of this MOU and insuring that PROVIDER fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this MOU.
- B. **Monthly Performance Reports** - ICEMA shall review monthly reports regarding PROVIDER's performance under the terms and conditions of this MOU. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by PROVIDER. The reports shall provide a detailed explanation of all response time exemption requests with the exception of the

automatic exemptions, which PROVIDER chooses to submit for consideration. PROVIDER shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's public release of the monthly reports.

- C. **Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning MOU performance matters between PROVIDER and any public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.
- D. **Work Action** - PROVIDER shall notify ICEMA, local hospitals and area EMS providers upon reasonable knowledge of any potential service interruption as the result of personnel action. This notification shall occur as soon as the information becomes verifiable. An action plan will be provided to ICEMA as soon as possible, but not more than 24 hours following ICEMA notification. The action plan must be acceptable to ICEMA.

XX. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS

- A. **Major Breach Definitions** - Conditions and circumstances which, shall constitute a MAJOR BEACH of MOU by the PROVIDER shall include the following:
 - 1. Failure of the PROVIDER to operate its services in a manner which enables ICEMA and the PROVIDER to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a MAJOR BREACH of this MOU. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
 - 2. Failure to comply with response time requirements within the EOA during three (3) consecutive cycles or four (4) cycles within any twelve consecutive cycles shall be considered a MAJOR BREACH of contract.
 - 3. Response time compliance falls below 80 percent (80%) for any cycle within the term of this Agreement.

4. Intentional falsification or omission of data or information supplied to ICEMA, which affects or has the effect of enhancing PROVIDER's performance under this MOU.
5. Failure to maintain in force throughout the term of this MOU, including any extensions thereof, the insurance coverage required herein.
6. Multiple or unremediated failures to correct any MINOR BREACH within a reasonable period of time.
7. Any act or omission of PROVIDER, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
8. PROVIDER terminates its contract with the County for provision of indigent transport services.

B. Notice to PROVIDER

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify PROVIDER of such existence or occurrence. PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. PROVIDER and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

C. Unresolved Allegation - If an allegation of MAJOR BREACH has not been resolved under the above provisions, the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify PROVIDER in writing and ICEMA shall proceed to arrange a hearing or expedited hearing with the ICEMA Governing Board pursuant to the provisions herein.

D. ICEMA Discretion - If ICEMA finds that only a MINOR BREACH has occurred, or that a MAJOR BREACH has occurred but the public health and safety would not be endangered by allowing PROVIDER to continue its operations, then ICEMA may require remedial actions, as it deems appropriate under the circumstances.

E. Governing Board Hearing

1. After PROVIDER is given reasonable notice, the ICEMA Governing Board shall hold a hearing upon the ICEMA Administrator's

recommendations. The ICEMA Governing Board shall receive and consider any additional information and evidence on the matter which PROVIDER or others may wish to present, and determine whether a MAJOR BREACH of this MOU has occurred and whether said breach is such that the public health and safety would be endangered by allowing PROVIDER to continue its operations under this MOU. If the ICEMA Governing Board finds that a MAJOR BREACH has occurred, it shall declare this MOU terminated and commence action to effect an immediate takeover by ICEMA of PROVIDER'S operations.

2. If the ICEMA Governing Board finds that only a MINOR BREACH has occurred, or that a MAJOR BREACH has occurred but that allowing PROVIDER to continue its operations would not endanger the public health and safety, the ICEMA Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

F. **Expedited Hearing Process** - If, in the judgment of the ICEMA Administrator, it appears a condition or circumstance of MAJOR BREACH exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA Administrator, after giving notice to PROVIDER, may take the matter directly and immediately to the ICEMA Governing Board for its determination under the above provisions.

G. **Notice of Default** - Pursuant to the above provisions, the ICEMA Governing Board shall have the right to terminate, cancel, or takeover services provided under this MOU or to pursue any appropriate legal remedy in the event of a MAJOR BREACH. In such instance, the ICEMA Governing Board shall provide written notice to PROVIDER specifying the date and time of intended termination or takeover.

H. **Declaration of Public Health Officer** - The parties understand and agree that the San Bernardino County Public Health Officer may determine that the facts constituting a default under this MOU may also constitute a public health emergency. In the event that the Public Health Officer declares a public health emergency arising out of a default by PROVIDER, PROVIDER agrees that the Public Health Officer may exercise any power of the ICEMA Governing Board under this MOU in addition to any power authorized by law.

I. **Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a MAJOR BREACH, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Administrator, such that public health and safety are endangered, and after PROVIDER has been given notice and an opportunity deemed reasonable by the ICEMA Administrator to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the ICEMA Governing Board. If the ICEMA Governing Board concurs that a MAJOR BREACH has occurred or is imminent and that the health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate fully with ICEMA to effect an immediate takeover by ICEMA of PROVIDER's EOA. Such takeover may be effected at any time after action by the ICEMA Governing Board or within such time period as the ICEMA Governing Board deems to be appropriate.

J. **Takeover Cooperation**

1. PROVIDER shall not be prohibited from disputing any such finding of MAJOR BREACH through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
2. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a MAJOR BREACH has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
3. PROVIDER's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the PROVIDER of the finding of MAJOR BREACH, and shall not in any way jeopardize PROVIDER'S right to recovery should a court later find that declaration of MAJOR BREACH was made in error. However, failure on the part of the PROVIDER to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a MAJOR BREACH of this

MOU, even if it was later determined that the original declaration of MAJOR BREACH was made in error.

4. The ICEMA Governing Board shall be the final authority for ICEMA.

XXI. INSURANCE REQUIRED

- A. **At all times** during the terms of the MOU, and throughout any extension periods, the PROVIDER shall maintain current insurance coverage in accordance with the criteria set forth below. PROVIDER may provide a policy of self-insurance equivalent to the requirements set forth below, and specifically acknowledging and designating ICEMA, its officers and employees, as named additional insureds for all liability arising out of the PROVIDER'S operations in the performance of this MOU. In the event self-insurance is not satisfactory for any reason, ICEMA reserves the right to require additional insurance.
 1. With respect to performance of work under this MOU, PROVIDER shall maintain insurance as described below:
 - a) Worker's compensation insurance with statutory limits as required by the labor Code of the State of California. Said policy shall be endorsed with the following specific language:
 - (1) "This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA"
 - b) Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount as required by San Bernardino County Risk Management.
 - (1) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion

of more than one insured shall not operate to increase the limits of the company's liability.

c) Automobile liability insurance covering bodily injury and property damage in an amount as required by San Bernardino County Risk Management. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

- (1) Additional Insured - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (3) The insurance provided herein is primary coverage to ICEMA with respect to any insurance or self-insurance programs maintained by ICEMA.
- (4) This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA.

d) PROVIDER may provide a policy of self-insurance for vehicle damages. In the event self-insurance is not satisfactory for any reason, ICEMA reserves the right to require additional insurance.

e) Professional Liability

- (1) Professional liability insurance for all activities of the PROVIDER arising out of or in connection with this MOU in an amount as required by San Bernardino County Risk Management.

Said policy shall be endorsed with the following specific language:

- (a) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all

liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."

(b) "This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA."

(2) In the event PROVIDER cannot provide an occurrence policy, PROVIDER shall provide insurance covering claims made as a result of performance of this MOU and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this MOU.

B. Documentation

1. The following documentation shall be submitted to ICEMA:

a) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this MOU.

b) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of MOU.

c) Upon ICEMA's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of execution of MOU.

C. **Obligations Not Limited by Insurance** - PROVIDER's indemnity and other obligations, owed to ICEMA shall not be limited by the foregoing insurance requirements.

D. **Breach** - If PROVIDER, for any reason, fails to maintain insurance coverage which is required pursuant to this MOU, the same shall be deemed a breach of the MOU. ICEMA, at its sole option, may terminate this MOU and obtain damages from the PROVIDER resulting from said breach.

XXII. COMPENSATION TO PROVIDER

A. **Compensation** - As compensation for the services, equipment, and materials furnished under this MOU, PROVIDER shall receive the following as full compensation:

1. Market rights as specified herein
 2. Income from fee for service billing and other reimbursement mechanisms as specified.
- B. **Exclusivity** - In consideration for the all of the services, equipment, materials and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated PROVIDER as an exclusive provider of emergency ambulance services, including inter-facility transfers, within the geographical areas defined by this MOU. PROVIDER and ICEMA agree that said designation shall begin on September 1, 2006 and shall continue throughout the term of this MOU, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for PROVIDER compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this MOU to compensate, reimburse, or otherwise pay PROVIDER for services provided to medically-indigent patients. Nothing in this section shall effect County's obligation to pay for services to medically indigent patients. Nothing in this MOU is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

XXIII. RIGHTS AND REMEDIES NOT WAIVED

The PROVIDER agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this MOU; and that the acceptance of work herein and the payment thereof shall not be deemed to be a waiver by ICEMA of any breach of covenants or conditions, or any default which may then exist on the part of the PROVIDER, and the making of such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to ICEMA with respect to such breach or default.

XXIV. ENTIRE MOU, AMENDMENTS, INTERPRETATION, VENUE, NOTICES

- A. **Entire MOU/Amendments** - This MOU constitutes the entire MOU between ICEMA and PROVIDER with respect to the subject matter hereof and supersedes any and all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless specifically included or incorporated herein. No modification of this MOU

shall be effective unless it is in writing and executed by the duly authorized representatives of the parties hereto.

- B. **Rights and obligations** - The rights and obligations of the parties and all interpretations and performance of this MOU shall be governed in all respects by the laws of the State of California. The parties further acknowledge and agree that the rights and obligations established under this MOU are subject to, and shall not supersede, the rights under Health and Safety Code section 1797.201 provided to any city or fire protection district within the PROVIDER's assigned EOA under this MOU.
- C. **Venue** - The parties agree that this MOU shall be construed under the laws of the State of California and that any action relating to this MOU shall be instituted in the San Bernardino County Superior Court.
- D. **Notices/Communications** - Notices and other communications required hereunder shall be transmitted in writing by certified U.S. mail, postage prepaid, return receipt requested, addressed to the parties as follows:

To PROVIDER:

Running Springs Fire Department
Fire Chief
P.O. Box 2206
Running Springs, CA 92382

To ICEMA:

Executive Director
ICEMA
515 North Arrowhead Avenue
San Bernardino, CA 92415-0060

With courtesy copies to:

San Bernardino County Public Health Officer

Except as otherwise provided, any notice given pursuant to this MOU shall be effective seven (7) days after the postmark or upon receipt as evidenced by the U.S. Postal Service return receipt card, whichever is later.

XXV. FORCE MAJEURE

- A. **Effect** - Except as otherwise expressly provided in this MOU, no default in the performance of any obligations hereunder will be deemed to exist if such default is solely the result of a Force Majeure. In the event either party hereto is unable, by reason of Force Majeure, to carry out its obligations under this MOU, it is agreed that on such party's giving prompt notice of the full particulars of such event of Force Majeure, to be confirmed in writing, to the other party as soon as possible after the occurrence of the event of Force Majeure relied upon, the obligations of the party giving such notice so far as they are affected by such event of Force Majeure, shall be excused during the continuance of such event of Force Majeure. A breach of this MOU caused by an event of Force Majeure shall as far as practical be remedied with all reasonable dispatch.
- B. **Diligent efforts** - During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this MOU. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders, preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this MOU.

XXVI. INDEPENDENT PROVIDER

- A. **Status of PROVIDER** - The parties intend that PROVIDER, in performing the services specified herein, shall act as an independent PROVIDER and shall control the work and the manner in which it is performed. PROVIDER is not to be considered an agent or employee of ICEMA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits ICEMA provides its employees.
- B. **Taxes** - PROVIDER agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this MOU and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. PROVIDER agrees to indemnify and hold ICEMA harmless from any liability which it may incur to the United

States or to the State of California as a consequence of PROVIDER's failure to pay, when due, all such taxes and obligations. In case ICEMA is audited for compliance regarding any withholding or other applicable taxes, PROVIDER agrees to furnish ICEMA with proof of payment of taxes.

XXVII. PARTIAL INVALIDITY

In the event any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

XXVIII. HOLD HARMLESS

- A. PROVIDER agrees to defend, indemnify, hold harmless and release ICEMA, their officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by PROVIDER hereunder, whether or not there is concurrent negligence on the part of ICEMA, but excluding liability due to the active negligence or willful misconduct of ICEMA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of PROVIDER to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- B. ICEMA agrees to indemnify, hold harmless and release PROVIDER, its officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by ICEMA hereunder, whether or not there is concurrent negligence on the part of the PROVIDER, but excluding liability due to the active negligence or willful misconduct of the PROVIDER. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for ICEMA or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. ICEMA shall be liable to PROVIDER for any loss of or damage to PROVIDER's property arising from

ICEMA's negligence. The duty of ICEMA to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

XXIX. PREVENTION OF IMPLEMENTATION

The parties agree that in the event ICEMA, or PROVIDER, or both, are delayed or prevented due to legal action from implementing the provisions of the ICEMA Governing Board's action, relating to the establishment of an EOA for service, the terms and conditions of this MOU may be modified as mutually agreed upon by the parties.

XXX. NON-DISCRIMINATION

PROVIDER shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

XXXI. NON-TRANSFERABLE MOU

- A. **Consent of ICEMA** - This MOU shall not be assigned or transferred, nor shall the duties hereunder be delegated without the express written permission of ICEMA. Any change of more than 50% of the ownership of PROVIDER shall be deemed to be an assignment of this MOU, provided, however, that ICEMA shall not unreasonably withhold its approval of such change of ownership.
- B. **Application of Health & Safety Code** - The consent of ICEMA to any assignment of this MOU is independent of and will have no affect on the rights of PROVIDER and/or its assignee under sections 1797.224 and 1797.226 of the California Health and Safety Code.

XXXII. SECTION HEADINGS AND TABLE OF CONTENTS

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this MOU.

XXXIII. COOPERATION

PROVIDER's obligations of cooperation with the ICEMA hereunder shall survive termination of this MOU and shall remain in force and effect until fulfilled.

XXXIV. CONFLICT OF LAWS

This MOU shall not be construed to confer any further or additional rights on PROVIDER than may otherwise exist under the provisions of EMS Act (Health & Safety Code § 1797, et seq.) and remains subject to the provisions of Health and Safety Code sections 1797.201, 1797.224, and 1797.226, where applicable.

XXXV. FORMER COUNTY AND ICEMA OFFICIALS

PROVIDER agrees to provide or has already provided information on former County of San Bernardino administrative and ICEMA officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former County or ICEMA administrative officials who terminated County or ICEMA employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of PROVIDER. For purposes of this provision, "County or ICEMA administrative official" is defined as a member of the Board of Supervisors, or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit or any employee of the County Emergency Medical Services Program. If during the course of the administration of the MOU, ICEMA determines that the PROVIDER has made a material misstatement or misrepresentation or the materially inaccurate information has been provided to ICEMA, this MOU may be immediately terminated. If the MOU is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

ICEMA

06-1050

PROVIDER

By Bill Postmus

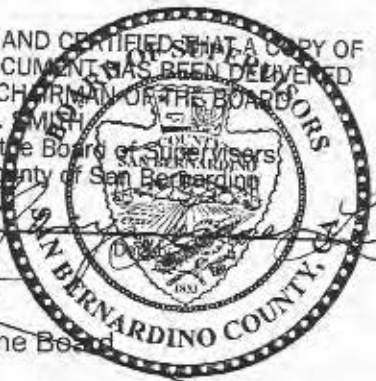
Chairman, ICEMA Governing Board
BILL POSTMUS OCT 17 2006

By Kenneth Cygus

Name
President, Board of Directors

Title

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD DENA M. SMITH Clerk of the Board of Supervisors of the County of San Bernardino

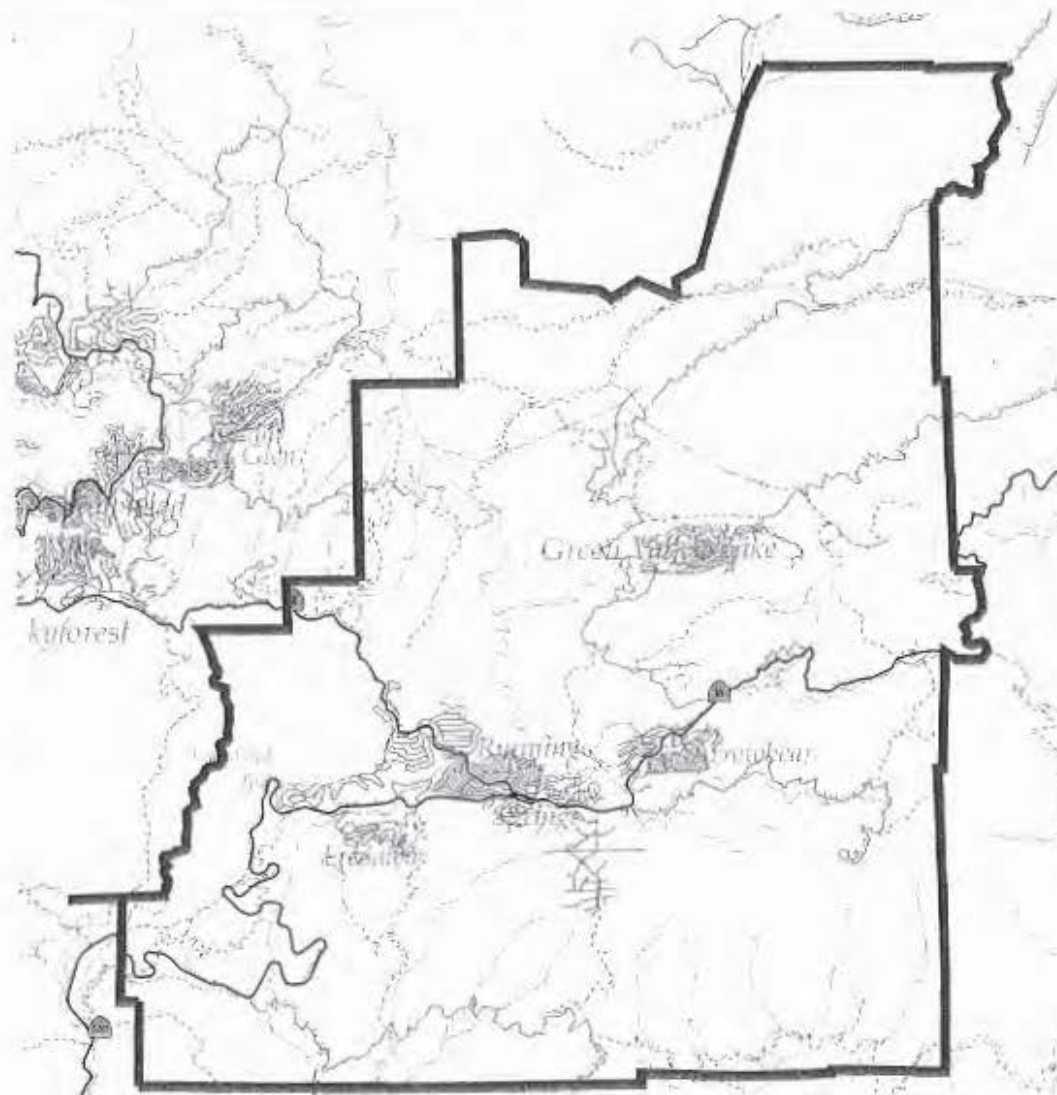


By [Signature]

ATTEST:
Clerk to the Board

By _____

APPROVED AS TO FORM:
ICEMA/County Counsel



SAN BERNARDINO COUNTY AMBULANCE EXCLUSIVE OPERATING AREA
Area 19 - Running Springs Fire Department

Map Prepared On January 03, 2006



**ORDINANCE NO. 59
OF THE RUNNING SPRINGS WATER DISTRICT
ESTABLISHING FEES FOR AMBULANCE SERVICES AND OTHER
MISCELLANEOUS FIRE DEPARTMENT FEES**

WHEREAS, pursuant to Water Code section 31120, the Running Springs Water District has the authority to exercise any of the powers, functions, and duties which are vested in, or imposed upon, a fire protection district pursuant to the Fire Protection District Law of 1987; and

WHEREAS, the District provides ambulance services pursuant to the Fire Protection District Law of 1987, specifically Section 13862 of the Health and Safety Code; and

WHEREAS, the Inland Counties Emergency Medical Agency (“ICEMA”) has approved a list of ambulance fees as set forth in Exhibit “A” incorporated herein by this reference, that are calculated so as not to exceed the estimated cost to provide ambulance services; and

WHEREAS, Health and Safety Code Section 13916 authorizes this District to charge a fee to cover the cost of any service which the District provides and to adopt an ordinance establishing a schedule of such fees at a meeting conducted by the Board of Directors following notice of the Board’s intention to establish such fees as provided in Health and Safety Code Section 13916; and

WHEREAS, this District has provided notice of the fees set forth herein and has made available to the public, at least ten (10) days in advance hereof, the data indicating the estimated cost required to provide the services.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of Running Springs Water District as follows:

1. The fees for ambulance services set forth in Exhibit “A” are hereby adopted.
2. The fees may be collected by any means available to the District.
3. This ordinance shall become effective immediately upon its adoption.

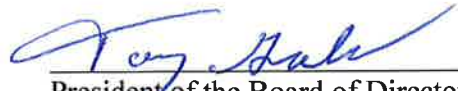
ADOPTED this 21st day of June, 2023.

Ayes: GRABOW, TERRY, CONRAD, ACCIANI

Noes: 0


Abstentions: 0

Absent: DYBERG



President of the Board of Directors
of Running Springs Water District

ATTEST:



Board Secretary





Inland Counties Emergency Medical Agency

1425 South D Street, San Bernardino, CA 92415-0060 ■ (909) 388-5823 ■ Fax (909) 388-5825 ■ www.icema.net

Serving San Bernardino, Inyo, and Mono Counties
Daniel Munoz, Interim EMS Administrator
Reza Vaezazizi, MD, Medical Director

DATE: May 23, 2023,
TO: EMS Ground Transport Providers - San Bernardino County
FROM: Daniel Munoz
 Interim EMS Administrator
SUBJECT: FY 2023-24 AMBULANCE RATE ADJUSTMENT
EFFECTIVE JULY 1, 2023 - JUNE 30, 2024

In conformance with the ICEMA Reference #3060 - ICEMA Ground Based Ambulance Rate Setting Policy - San Bernardino County approved by the ICEMA Governing Board on May 8, 2012, the following represents ambulance rate adjustments effective July 1, 2023. The attached "Ground Ambulance Service Rate Definitions" will be utilized in the application of the rates.

Ambulance Rate Components	Base Rate FY 2022-2023 Rate		Increase CPI + County Comparison		Final Rate FY 2023-2024 Rate	
	Urban Operating Areas	Rural/ Wilderness Operating Areas	Urban Operating Areas	Rural/ Wilderness Operating Areas	Urban Operating Areas	Rural/ Wilderness Operating Areas
Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,870.61	\$2,057.67	\$93.53	\$102.88	\$2,062.35	\$2,268.58
Basic Life Support (BLS) Rate	\$1,347.55	\$1,482.31	\$67.38	\$74.12	\$1485.67	\$1,634.25
Emergency Fee	\$313.92	\$345.32	\$15.70	\$17.27	\$329.61	\$362.58
Oxygen	\$194.71	\$214.18	\$9.74	\$10.71	\$204.45	\$224.88
Night Charge	\$224.75	\$247.27	\$11.24	\$12.36	\$235.99	\$259.64
Critical Care Transport	\$2,109.12	\$2,320.01	\$105.46	\$116.00	\$2,214.58	\$2,436.02
Mileage (per mile or fraction thereof)	\$33.02	\$33.02	\$1.65	\$1.65	\$34.67	\$34.67
Wait Time	\$58.96	\$58.96	\$2.95	\$2.95	\$61.91	\$61.91
EKG	\$134.03	\$134.03	\$6.70	\$6.70	\$140.73	\$140.73

If you have any questions regarding the policy and associated rate calculations, please contact Gerry Gardner, Supervising EMS Specialist, at (909) 388-5816 or via e-mail at gerald.gardner@cao.sbcounty.gov.

DM/ggg

Attachment

c: File Copy

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
Vice Chairman, First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer

Ground Ambulance Service Rate Definitions

ICEMA Region

Effective July 1, 2018

NOTE: Rates are allowable only upon transport of a patient.

BLS All Inclusive Base Rate:

1. When an EMT staffed ambulance responds to a call; or
2. When an advanced life support (ALS) or limited advanced life support (LALS) staffed ambulance responds to a scheduled call when not requested and/or ALS or LALS intervention is not provided.

ALS All Inclusive Base Rate:

Any response of an approved ALS (paramedic) or LALS (AEMT) transport provider to a request for service. This charge will include, but not necessarily be limited to, the provision of the following:

1. An authorized ALS or LALS staffed and equipped ambulance response.
2. Care modalities including cardiac monitoring, telemetry, IV administration, drug administration, defibrillation, blood draw, wound dressing, splinting and disposable first aid and medical supplies related to such care and treatment.

Emergency:

Applies to BLS All Inclusive Base Rate when a BLS scheduled response is upgraded to emergency status either in response or during transport. **This charge is included in the ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.**

ECG Monitoring:

Applies when ECG Monitoring is performed as per protocol or base hospital order. **This charge is included in the ALS All Inclusive Base Rate and cannot be charged in addition to the ALS All Inclusive Base Rate.** In most cases, this charge is broken out as a line item for Medi-Cal which does not recognize the charge in the ALS All Inclusive Base Rate.

EMS Aircraft - Appropriate fee for service:

EMS ground transportation providers may charge All Inclusive Base Rate when;

1. Ambulance personnel and/or equipment are directly involved in patient care prior to the transport and transfer of patient(s) to EMS aircraft.
2. Provider's supplies and/or procedures are utilized at rate specified in the current ambulance rates.
3. Approved mileage rate from point of transport by ground ambulance to transfer site to EMS aircraft.

Mileage:

Applies for each patient mile or fraction thereof from point of pick-up to destination.

Night:

Applies for services provided between the hours 1900 and 0659, military time.

Oxygen:

Applies for services provided whenever oxygen is administered. This charge is inclusive of material such as tubing, masks, etc., which may be used for the administration of oxygen.

Wait Time:

Applies to scheduled calls and is charged per fifteen (15) minutes of waiting time or portion thereof, after the first fifteen-minute period lapse occurs when an ambulance must wait for a patient at the request of the person/organization hiring the service. This rate is not contractual “stand-by” charge rate for special events.

Specialty Care Transport:

Applies to transportation provider’s medical personnel when equipment is needed to provide care, monitoring at a level outside and/or higher than a paramedic’s scope of practice; or utilization of specialized equipment or specialized vehicle, based upon patient’s needs. Examples of Specialty Care Transport may include Neonatal (incubator/team) transport, Bariatric unit transport, high-risk maternal team transport, ALS Respiratory Therapist transport, PA-NP-OD-MD transport, etc.

RUNNING SPRINGS FIRE DEPARTMENT FEE SCHEDULE

Service	DESCRIPTION	FEE
Adminstration/FIRE	Returned Check	\$30.00
	Collections	\$40.00
	Fire Cause and Origin Report	\$30.00
	Blank	\$0.00
Plans Review	FIRE SPRINKLER SYSTEMS	
	New Commercial NFPA Fire Sprinkler System	
	Plans Review/FIRE Letter	\$260.00
	Inspection, 1-20 fire sprinkler heads, 1st riser	\$301.00
	Inspection, 21-50 fire sprinkler heads, 1st riser	\$301.00
	Inspection, 51-100 fire sprinkler heads, 1st riser	\$301.00
	Inspection, >101 fire sprinkler heads, 1st riser	\$401.00
	Each additional riser (same hazard class)	\$100.00
	Single Family Residential -NFPA 13D Fire Sprinkler	
	Plans Review/FIRE Letter	\$197.00
	Inspection, 1-3,600 sq.ft	\$201.00
	Inspection, 3,600-5,000 sq.ft	\$201.00
	Inspection, >5,000 sq.ft	\$301.00
	Multi-Family Residential Fire Sprinkler, NFPA 13R	
	Per Riser	
	Plans Review/FIRE Letter	\$260.00
	Inspection, 1-50 fire sprinkler heads, per riser	\$201.00
	Inspection, >100 fire sprinkler heads, per riser	\$301.00
	Per-Engineered Systems/Equipment	
	Inspection, Industrial Ovens, per system	\$201.00
	Inspection, Hood and Duct Extinguishing System	\$201.00
	CONSTRUCTION PROJECTS	
	Single Family Residnetial Construction Projects	
	Plans Review	\$170.00
	Inspection,new construction	\$110.00
	Inspection, addition	\$110.00
	Multi-Family Residential Construction Projects	
Plans Review	\$219.00	
Inspection, 1-10,000 sq. ft	\$201.00	
Inspection, >10,000 sq. ft	\$301.00	
Commercial/Industrial New Construction Projects		
Plans Review	\$219.00	
Inspection, 1-10,000 sq. ft	\$201.00	
Inspection >10,000 sq.ft	\$301.00	

RUNNING SPRINGS FIRE DEPARTMENT FEE SCHEDULE

Special Permits	Special Event	
	Film/Movie Shoot	\$110.00
	Special Event/Temporary Use	\$110.00
	Tents, Canopies, and Temporary Membrane Structure	\$110.00
***Fee can be waived or adjusted for other Agencies or Non-Profit or Special Community Groups		
Mandated Inspections	State Fire Marshall Regulated Occupancies	
	Organized Camps- Group C Occupancy	\$331.00
	Day Care Facility- Group E Occupancy	\$210.00
	Multi-Family Housing- Hotel/Motel/Apartments	\$331.00
	Public and Private Schools-Group E Occupancy	\$210.00
	Short -Term Residential Rental	\$210.00
Fire Prevention	Weed Abatement Program	
	Property Violation/Non-Compliance	\$255.00
	Property Warrant/Cost Recovery	\$425.00
	Non-Compliance Extension	\$34.00
	Property Abatement- Contractor Cost	Actual Cost
	Defensible Space Inspections (AB38)	\$50.00
	Hydrants	
	Hydrant Flow Test	\$225.00
Public Education	Education	Per Student
	CPR Training/Certification	\$78.00
	First Aid Training/Certification	\$52.00
Cost Recovery	Employee Clasification	Per Hour
	Administrative Secretary	\$59.76
	Fire Chief	\$113.62
	Battalion Chief	\$110.42
	Fire Captian/Paramedic	\$60.67
	Engineer/Pramedic	\$54.57
	Firefighter/Paramedic	\$50.57

TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406-2307

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ **Fax:** (909) 882-7015 ♦ **Email:** tda@tdaenv.com

Web: tdaenvironmental.com



April 8, 2024

Mr. Samuel Martinez
Executive Officer
Local Agency Formation Commission
1170 West 3rd Street, Unit 150
San Bernardino, CA 92415-0480

Dear Sam:

I have completed the California Environmental Quality Act (CEQA) review of out-of-area service contract, LAFCO SC#521 for the Commission. LAFCO SC#521 consists of a request by the Running Springs Water District (District) to provide ground ambulance services outside its current service area boundary and outside of its Sphere of Influence, pursuant to Government Code Section 56133.5. The District is seeking extension/continuation of this service related to the Inland Counties Emergency Medical Agency (ICEMA) authorizing the Running Springs Water District to provide ground ambulance services to its assigned Exclusive Operating Area (EOA) 19. Approval of LAFCO SC#521 would allow the District to both continue and extend these services within the entirety of the EOA 19.

Based on the above proposal and the analysis and findings presented below, I conclude that LAFCO SC#521 can be implemented without causing significant adverse environmental impacts. As noted, the administrative record does not identify any action by the District to comply with the California Environmental Quality Act (CEQA) for this proposed project. Therefore, LAFCO will consider this extension of service as the CEQA lead agency. Based on the proposal to provide an essential service to EOA 19 in conformance with ICEMA determinations, I conclude that this project provides an essential service that has no potential to cause a significant adverse impact on the environment.

Therefore, I recommend that LAFCO SC#521 does not constitute a project under CEQA and adoption of an exemption (under the "Common Sense" finding in the State CEQA Guidelines) and filing of a Notice of Exemption is the most appropriate determination to comply with the CEQA for this action. This exemption is found in Section 15061(b)(3) for this action. See the attached definition. The Commission can approve this review and finding for this action based on the preceding analysis, and I recommend that you notice LAFCO SC#521 as exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. The Commission needs to file a Notice of Exemption (NOE) with the County Clerk of the Board for this action once a decision is made for this out-of-area service agreement.

Thus, after independent review of this proposed action, this proposed out-of-area service extension does not appear to have any potential to significantly alter the existing physical environment. Since no other project is known to be pending or will occur, as a result of approving this application, no other potential significant physical changes in the environment are forecast to result from this action.

Based on this review of LAFCO SC#521 and the pertinent sections of CEQA and the State CEQA Guidelines, I believe it is appropriate for the Commission's CEQA environmental determination to cite the "Common Sense" exemption, as adequate substantiation in accordance with the Commission's CEQA lead agency status. If you have any questions regarding this recommendation, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink that reads "Tom Dodson". The signature is written in a cursive, slightly slanted style.

Tom Dodson

TD/cmc

Attachments

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sbclafco.org

PROPOSAL NO.: LAFCO SC#521

HEARING DATE: APRIL 8, 2024

RESOLUTION NO. 3400

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO SC#521 – AUTHORIZATION FOR THE RUNNING SPRINGS WATER DISTRICT TO PROVIDE GROUND AMBULANCE SERVICES OUTSIDE ITS BOUNDARY AND OUTSIDE ITS SPHERE OF INFLUENCE PURSUANT TO GOVERNMENT CODE SECTION 56133.5

On motion of Commissioner _____, duly seconded by Commissioner _____ and carried, the Local Agency Formation Commission adopts the following resolution:

WHEREAS, Government Code Section 56133.5 requires the Local Agency Formation Commission to review and approve or deny applications for agencies to provide services outside their existing boundaries and outside their spheres of influence to support existing or planned uses; and,

WHEREAS, an application for the proposed service provision in San Bernardino County was filed with the Executive Officer of this Local Agency Formation Commission in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.), and the Executive Officer has examined the application and determined that the filings are sufficient; and,

WHEREAS, at the times and in the form and manner provided by law, the Executive Officer has given notice of the public hearing by the Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including his recommendations thereon, the filings and report and related information having been presented to and considered by this Commission; and,

WHEREAS, the public hearing by this Commission was called for April 17, 2024 at the time and place specified in the notice of public hearing; and,

WHEREAS, at the hearing, this Commission heard and received all oral and written support and/or opposition; and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the contract, in evidence presented at the hearing;

RESOLUTION NO. 3400

WHEREAS, the Commission certifies that LAFCO SC #521 is exempt from environmental review, and directs the Executive Officer to file the Notice of Exemption within five (5) days.

NOW, THEREFORE, BE IT RESOLVED, that the Local Agency Formation Commission for San Bernardino County does hereby determine, find, resolve and order as follows:

DETERMINATIONS:

SECTION 1. Government Code Section 56133.5 requires that the Commission make the following determinations regarding the area to be served outside the agency's sphere of influence, at a noticed public hearing.

1. That the proposed service extension was identified and evaluated in a service review. The ambulance service for the Running Springs Water District was identified and evaluated in the Countywide Service Review for Fire Protection, Emergency Medical Services, and Dispatch, LAFCO 3231 (2020).
2. That the proposed service extension will not have an adverse impact on open space/agricultural lands and/or is not growth inducing. Continuation of the Running Springs Water District's ground ambulance service within the assigned Ambulance Operating Area (AOA) 19 is not anticipated to have an adverse impact on open space or agricultural lands.
3. That inclusion of the area to be served into the agency's sphere of influence is not feasible or desirable based on adopted commission policies. The area served by the Running Springs Water District outside of its boundary and outside its sphere of influence are well beyond the Running Springs Water District's sphere of influence. Therefore, inclusion within the Running Springs Water District's sphere is not feasible or desirable.

SECTION 2. CONDITION. The Running Springs Water District shall indemnify, defend, and hold harmless the Local Agency Formation Commission for San Bernardino County from any legal expense, legal action, or judgment arising out of the Commission's approval of this service contract, including any reimbursement of legal fees and costs incurred by the Commission.

SECTION 3. The Local Agency Formation Commission for San Bernardino County does hereby determine to authorize the Running Springs Water District to provide ground ambulance service outside its boundary and outside its sphere of influence within the assigned EOA 19 identified in Exhibit A pursuant to Government Code Section 56133.5.

SECTION 4. The Commission instructs the Executive Officer of this Local Agency Formation Commission to notify the affected agencies that the application identified as LAFCO SC#521 – Authorization for the Running Springs Water District to Provide Ground Ambulance Services Outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5, has been approved.

THIS ACTION APPROVED AND ADOPTED by the Local Agency Formation Commission for San Bernardino County by the following vote:

RESOLUTION NO. 3400

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

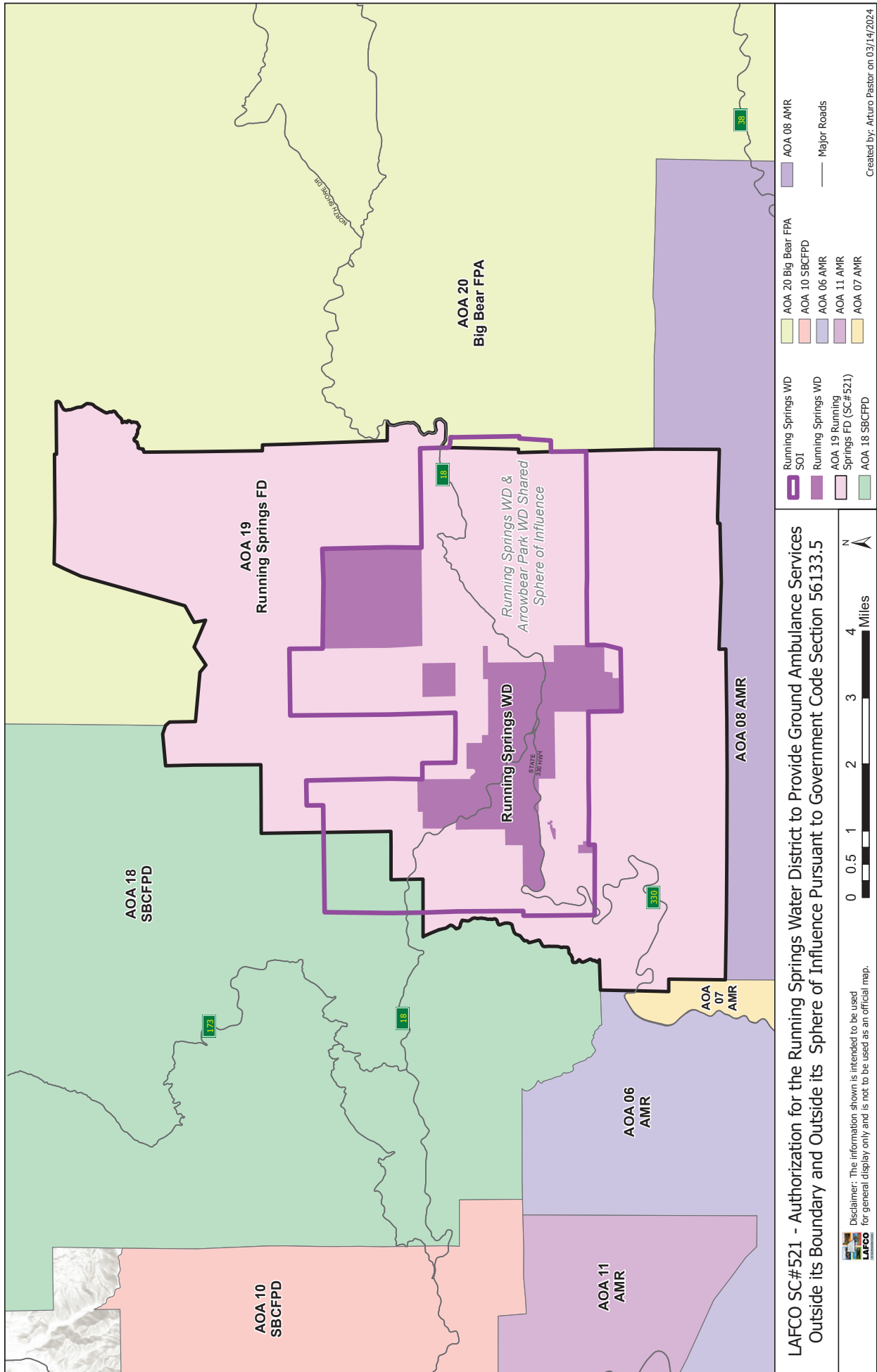
ABSENT: COMMISSIONERS:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, SAMUEL MARTINEZ, Executive Officer of the Local Agency Formation Commission for San Bernardino County, California, do hereby certify this record to be a full, true, and correct copy of the action taken by said Commission by vote of the members present as the same appears in the Official Minutes of said Commission at its regular meeting of April 17, 2024.

DATED:

SAMUEL MARTINEZ
Executive Officer



LAFCO SC#521 - Authorization for the Running Springs Water District to Provide Ground Ambulance Services Outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5

Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.



- Running Springs WD SOI
- Running Springs WD
- AOA 19 Running Springs FD (SC#521)
- AOA 18 SBCFPD
- AOA 20 Big Bear FPA
- AOA 10 SBCFPD
- AOA 06 AMR
- AOA 11 AMR
- AOA 07 AMR
- AOA 08 AMR
- Major Roads

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