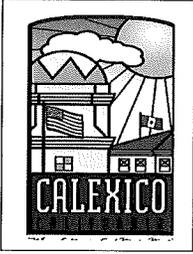


**AGENDA  
ITEM**

**10**



# AGENDA STAFF REPORT

**DATE:** April 5, 2017

**TO:** Mayor and City Council

**APPROVED BY:** Armando G. Villa, City Manager 

**PREPARED BY:** Armando G. Villa, City Manager

**SUBJECT:** Approval of Grant Agreement between the Heffernan Memorial Healthcare District and the City of Calexico for funding of Firefighter/Paramedic/EMT/ Fire Station 2

=====

**Recommendation:**

Approval of Grant Agreement between the Heffernan Memorial Healthcare District and the City of Calexico for funding of Firefighter/Paramedic/EMT/Fire Station 2.

**Background:**

At the joint meeting of March 6, 2017 between the Heffernan Memorial Healthcare District (HMHD) and the City of Calexico, the HMHD voted to approve a grant to the Firefighter/ Paramedic/EMT/Fire Station 2 in the amount of \$557,092.00 for the purpose of funding the City of Calexico’s Ambulance and Paramedic/EMT services provided by the City to the residents of the City of Calexico. This grant funding will also provide for the continued operation of Fire Station #2 located at 900 Grant Street, Calexico, CA.

**Discussion & Analysis:**

The City of Calexico is currently in a deficit and requires the \$557,092.00 to continue the operation of Fire Station 2 and the ambulance service to the residents of Calexico. Without this funding, the City would have to close Station 2 and release six employees.

**Fiscal Impact:**

\$557,092.00 (Revenue)

**Coordinated With:**

Calexico Fire Department.  
Heffernan Memorial Healthcare District.  
Finance Department.

**Attachment:**

- 1. Grant Agreement.

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## FIREFIGHTER/PARAMEDIC/EMT/FIRESTATION 2

### GRANT AGREEMENT

MARCH 15, 2015

This Agreement is entered into by the **Heffernan Memorial Healthcare District** ("DISTRICT"), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and the **City of Calexico** ("RECIPIENT"), a California general law city and is effective upon execution by the parties.

#### 1. Grant Purpose and Use

The purpose of the Grant is to provide funding for the City of Calexico Fire Department's Ambulance and Paramedic/EMT services provided by the City to the residents of the City of Calexico. The Grant funding will also provide for the continued operation of Fire Station #2, located AT 900 Grant Street, Calexico, CA.

The City Fire Department is responsible for providing Emergency Paramedic Services throughout the City of Calexico. The Fire Department uses a combination of first responder paramedic engine and truck companies operating from two fire stations and Advance Life Support Medic Units. This allows for advance life support to reach the patient as quickly as possible. The ambulances are staffed with a combination of Firefighter Paramedics and Firefighter Emergency Medical Technicians (EMTs) who have been crossed trained in both firefighting and emergency medical techniques for advanced life support.

The City of Calexico Fire Department responds with at least one first responder fire apparatus and one Advanced Life Support (ALS) Medic Unit to every request for emergency medical assistance. This provides advanced life support (ALS) personnel to attend the needs of the medical patient and enough ancillary support personnel to assist in safely moving the patient and providing for scene control that is needed in an emergency incident. Since first responder companies are usually disbursed throughout the City they are often closer to a medical emergency. This places a qualified paramedic at the patient's side as soon as possible.

As a result of the fiscal crisis encountered by the City of Calexico during its Fiscal Year 2016-2017, the City of Calexico determined that the termination of 6 Firefighters/Paramedics/EMTs and the closure of Fire Station 2 would be necessary in order for the City of Calexico to balance its budget for the 2016-2017 fiscal year. The City determined that the effective date for the closure of Fire Station 2 and the termination of the 6 Firefighters/Paramedics/EMTs would be March 19, 2017.

The City of Calexico determined that a deficit in the currently adopted budget for the current fiscal year (2016-2017) for the Calexico Fire Department would be in the amount of **\$557,092.00**. This fiscal deficit required the closure of Fire Station 2 and the termination of 6 City of Calexico Firefighters/Paramedics/EMTs.

The Heffernan Memorial Healthcare District is charged with providing medical services to the residents of the healthcare district. The District determined that the residents of the City of Calexico and the healthcare district would be well served by the continuation of the Emergency Paramedic Services provided by the Calexico Fire Department specifically through the operation of Fire Station 2 which historically has provided emergency paramedic services to the West side of the City of Calexico. It further determined that the continued employment and services provided by the 6 Firefighters/Paramedics/EMTs would be essential and crucial for the health and safety of the Calexico community and healthcare district.

The Heffernan Memorial Healthcare District determined in partnership with the City of Calexico, that Heffernan would be willing and able to provide the funding necessary to continue the operation of Fire Station 2 located at 900 Grant Street and the continued employment of the 6 Firefighters/Paramedics/EMTs for the current City Fiscal Year (2016-2017).

The Heffernan Memorial Healthcare District pursuant to the authority of California Health and Safety Codes section 32121 hereby grants the City of Calexico, **\$557,092.00** for the exclusive and restricted use of funding the existing budget deficit in the 2016-2017 Calexico Fire Department budget thereby enabling the City of Calexico to continue the operation of Fire Station 2 located at 900 Grant Street and the continued employment of the 6 Firefighters/Paramedics/EMTs which were subject to termination by the City of Calexico.

Upon acceptance of this grant, the City of Calexico agrees to continue the operation of Fire Station 2 and the employment of the 6 Firefighters/Paramedics/EMTs for the remaining Fiscal Year 2016-2017. The grant funds may not be used by the City for any other purpose except as herein detailed and stated. The District respectfully requests that the City place the Grant Funds in a separate Fund Account in order to fulfill the requirements of this grant funding.

2. **Term of Agreement**

The term of this agreement is from March 15, 2017, through June 30, 2017, subject however, to earlier termination as provided herein.

3. **Legal Responsibility/Liability**

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT's failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT's disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

5. **Other Funding Sources**

RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

RECIPIENT shall submit to the DISTRICT with the signed grant agreement, an amended work plan if original grant request is not fully funded.

7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others, a description detailing the nature of the program or service(s) that are being funded by DISTRICT. This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

9. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT for any political campaign or to support attempts to influence legislation by any governmental body.

10. **Federal, State, Local Laws, Regulations, and Organizational Documents**

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement. RECIPIENT shall notify DISTRICT immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective

11. **Monitoring/Evaluation**

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate the effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures, including interviews with RECIPIENT's staff. RECIPIENT, at the request of the DISTRICT, shall also provide a written and/or oral status report to DISTRICT in a format provided and schedule defined by DISTRICT.

11. **Changes or Modifications to the Use of DISTRICT Grant Funds**

RECIPIENT shall submit to DISTRICT, in writing, any requests for revisions or modifications prior to implementation of any proposed changes in the use of DISTRICT grant funds. The DISTRICT must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

12. **Conflict of Interest/Self-Dealing**

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. **Authorization and License to Use Commercial Image In Promotional Materials**

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, and commercial image, along with any photographs, videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. **Insurance, Indemnify and Hold Harmless and Attorney's Fees**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its Board of Directors, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal

or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's receipt and use of the grant funds for the purposes provided herein.

Insurance. Each Party shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is co-equal with its indemnity obligations. This shall include, but not necessarily be limited to (1) commercial general liability insurance (2) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and (3) professional liability/errors and omissions.

The limit of liability for such coverage shall be no less than \$1 million per claim/occurrence, and the other Party and its directors, officers, and employees, to the extent of the owed indemnity obligations, shall be named as "additional insured under such policies and (4) Workers Compensation insurance for all employees and volunteers.

Attorney's Fees: If either party brings an Action to enforce its rights under this agreement, the prevailing party may recover its expenses, including reasonable attorney's fees, incurred in connection with the action.

16. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

17. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all of RECIPIENT's financial records related to the use of the grant funds.

18. **Reports and Record Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

19. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

21. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

22. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

23. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

24. Authorized Signatory for the Heffernan Memorial Healthcare District and the City of Calexico

\_\_\_\_\_  
Armando G. Real, Mayor  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sylvia Bernal, President of the Board  
Heffernan Memorial Healthcare District  
601 Heber Avenue  
Calexico, CA 9223

\_\_\_\_\_  
Date