



WEST SIDE COMMUNITY HEALTH CARE DISTRICT
MEETING OF THE BOARD OF DIRECTORS
TUESDAY JULY 26, 2022 7:00 P.M.
IF APPLICABLE CLOSE SESSION WILL START AT 6:30 P.M.
**COMMUNITY BUILDING, KERN STREET
NEWMAN, CA 95360**

Members of the public wanting to listen and/or participate in the meeting please dial
NUMBER OF 1-646-749-3122/ACCESS CODE 554707573 OR
<https://global.gotomeeting.com/join/554707573> from computer, tablet or smartphone

CALL TO ORDER

- *Call to order at 7:00 p.m.*

ROLL CALL

Board of Directors: DIRECTOR SCHMIDT, DIRECTOR HELMS-Absent, VICE PRESIDENT VARNELL,
PRESIDENT BRAZIL

CLOSED SESSION

RECONVENE TO OPEN SESSION-MEETING WILL BE RECORDED

CALL TO ORDER-PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phones

REPORT FROM CLOSED SESSION

PRESENTATIONS

PUBLIC COMMENTS

Members of the public may bring before the Board matters that are not listed on the agenda. The Board may refer such a matter to the Board Clerk to take it under advisement, but shall not take action at that time. Comments will be accepted during this time concerning any action item on the agenda. The Board will consider all comments prior to taking action on the item as listed on the agenda in the Action Item section. (Gov. Sec. 54954.03). Individual speakers shall be allowed three (3) minutes to address the Board on each agenda or non-agenda items.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the Board of Directors, unless any member of the Board of Directors wishes to remove an item for separate consideration.

Are there any items on the consent calendar that any member of the public would like to comment on?

3. Minutes of the June 28, 2022 Regular Meeting

Recommendation: Review and Approve

4. Cash Disbursement Journal

Recommendation: Review and Approve

President Brazil introduced the consent calendar. There was no public comment. Director Schmidt made the motion to approve the consent calendar with correction to Item 5 changing Vice President Schmidt to Director Schmidt. Director Varnell to Vice President Varnell. The motion was seconded by Vice President Varnell and carried 4-0 vote.

ADMINISTRATIVE AGENDA

5. Resolution Authorizing Meetings by Teleconference

Roberta Casteel, Administrative Service Manager presented the Staff Report. There was no public comment

Resolution 2022-012 was presented to the board and public to be adopted to comply with AB 361 amending subdivisions (e) of Government Code section 54953 to provide additional exemptions to the teleconferencing limitations.

Director Varnell made the motion to adopt Resolution 2022-012. The motion was seconded by Director Helms and carried by roll call vote, 4 Ayes.

Roll call vote; Director Schmidt, Aye, Director Helms, Aye, Vice President Varnell, Aye, President Brazil, Aye.

This item will be moved under Consent Calendar for future board meetings.

6. Measure D/Imposition of a Special Tax to Fund Ambulance Service

- *Chief Courtney advised the board and public that all necessary paperwork has been submitted to both counties for the new Measure.*
- *Stanislaus County has identified the new Measure as Measure D.*

7. Resolution 2022-011 Imposition of a Special Tax to fund Ambulance Service

Roberta Casteel, Administrative Service Manager presented the Staff Report. There was no public comment.

The district has determined additional revenue is necessary to adequately fulfill its responsibility to provide service to the community. In order to do this a resolution has to be adopted to authorize a special tax on parcels of real property on the secured property tax rolls of Stanislaus and Merced Counties.

Stanislaus County legal counsel recommended that the Resolution be readopted due to vote that took place at the June Board of Directors meeting. The resolution had a 2/3 vote of all members of the board. Zone 1 seat of the district is not filled on the current Board of Director's roster.

Director Varnell made the motion to adopt resolution 2022-011 to set a special tax to fund ambulance services to the community.

The motion was seconded by Director Helms and carried 4-0 by roll call vote.

Roll call vote; Director Schmidt, Aye, Director Helms, Aye, Vice President Varnell, Aye, President Brazil, Aye.

8. Contract with Stanislaus County

Roberta Casteel, Administrative Service Manager presented the Staff Report.

There was no public comment

Staff presented resolution 2022-013 for the Board President to enter into and sign on behalf of the district an executed agreement contract with Stanislaus County EMS agency.

Mountain Valley Emergency Medical Services Agency has assigned its rights and obligations over to Stanislaus County EMS agency. Presented to the board was an amended agreement for a signature outlining the change.

Director Varnell made the motion to adopt resolution 2022-013 for the Board President to Sign the agreement with Stanislaus County EMS agency.

The motion was seconded by Director Schmidt and carried 4-0 by roll call vote.

Roll call vote; Director Schmidt, Aye, Director Helms, Aye, Vice President Varnell, Aye, President Brazil, Aye.

FINANCIAL REPORT-

- Receive Staff Report on Bank Account Balances/Accounts Receivable Reports and Financial statements.
 - a. *Leo Landaverde presented the financial statements for June 2022 to the board and public.*
 - b. *GEMT Fiscal Year 15/16 and 10/11*
 - ❖ *Fiscal years 10/11 and 15/16 of reported GEMT cost report had errors due to the ambulance revenue wording that was provided. Due to the error the revenue item was omitted and the district was pasted the repeal time. The district will have to pay back \$26,000 for fiscal year 10/11 and \$51,000 for 15/16 with a payment plan.*

AMBULANCE REPORT

1. Receive Staff Report on Ambulance Statistical and Administrative Report.
Statistical Report Michael Courtney presented June 2022 operations report to the board which outlined responses and transport for both Counties.
 - *Total Responses 211, 115 transports for service*
 - *18 Requests for Service to Merced resulting in 6 transport*
 - *10 requests to assist AMR resulting in 5 transport*
 - *11 requests to assist Patterson resulting in 5 transport*

CHIEF ADMINISTRATIVE OFFICER

- ❖ *Chief Courtney stated that the district hired two (2) new EMT's.*
- ❖ *The district has had three (3) meeting with the Union regarding an alternative work schedule and a possible Crew Chief position. The policy has been sent to legal for review.*
- ❖ *Accident occurred on Hwy 33 and Husman which became a training issue for all responding agencies and local fire departments*
- ❖ *Chief is working on getting three (3) quotes to bring to the board for a new ambulance.*

ADMINISTRATIVE SERVICE MANAGER COMMENTS

- ❖ *Advised the board and public of up coming events, Newman Fall Festival and Gustine Fly in.*
- ❖ *The district received a thank you for attending Newman's Senior Information Day.*

DISTRICT'S LEGAL COUNSEL COMMENTS

- ❖ None

BOARD CORRESPONDANCE/COMMENTS

- ❖ *President Brazil advised staff and the board that Debbie Lopes from Tri Counties Bank has graciously agreed to take the lead on the Measure D campaign.*
- ❖ *President Brazil asked staff to look into placing the agenda on the website.*

ADJOURN TO CLOSED SESSION (if needed)

RECONVENE TO OPEN SESSION

REPORT FROM CLOSE SESSION

ADJOURNMENT

Director Schmidt made the motion to adjourn the meeting. The motion was seconded by Director Varnell at 8:18 p.m.

Note:

- 1. In compliance with the Americans with Disabilities Act, a disabled person is requesting a disability-related modification or accommodation to participate in this meeting, must contact the district office at (209) 862-2951. Requests must be made as early as possible, preferably one-full business day before the state of the meeting. Any document provided to a majority of the Board of Directors regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of District Office located at 990 Tulare Street Suite C, Newman CA. Documents or writings received after the general distribution of the agenda are also available for inspection.*

Attested by

David Varnell
Vice President/Secretary



AUGUST 23, 2022
RESOLUTION NO. 2022-014

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST SIDE COMMUNITY HEALTHCARE DISTRICT
AUTHORIZING PUBLIC MEETINGS BY TELECONFERENCE**

RESOLVED by the Board of Directors (“Board”) of the West Side Community Healthcare District (“District”), at a regular meeting duly called and held on November 23, 2021, as follows:

WHEREAS, the District was formed and organized in January 30, 1957 under the terms of “The Local Health Care District Law” (Health & Safe. Code, § 32000 et seq., added by Stats. 1945, Ch. 932, § 1); and

WHEREAS, all meetings of the district are open and public as required by the Ralph M. Brown Act (Gov. Code, §§ 54950-54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency due to the outbreak and spread of COVID-19; and

WHEREAS, on March 11, 2020, the Stanislaus County Public Health Officer declared a local health emergency followed by the County of Merced on March 13, 2020; and

WHEREAS, on March 17, 2020, the Director of Emergency Services for the City of Newman (“City”) issued a proclamation declaring the existence of a local emergency which was ratified by the City Council on March 19, 2020.

WHEREAS, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law on September 16, 2021, and AB 361 went into effect immediately pursuant to an emergency clause; and

WHEREAS, AB 361 amended Government Code section 54953’s requirements related to teleconference participation in meetings by members of the legislative bodies of local agencies, subject to certain conditions, permitting members of legislative bodies to participate remotely without complying with paragraph (3) of subdivision (b) of Government Code section 54953’s requirements; and



WHEREAS, the District may use teleconferencing without complying with paragraph (3) of subdivision (b) of Government Code section 54953's requirements under any of the following circumstances: (1) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing;

(2) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, the COVID-19 pandemic emergency remains a significant challenge worldwide and throughout the United States according to the Centers for Disease Control; and

WHEREAS, the COVID-19 pandemic emergency remains a significant challenge throughout California according to the California Department of Public Health; and

WHEREAS, the COVID-19 pandemic emergency remains a significant challenge throughout the Counties of Stanislaus and Merced as well as in the City in accordance with the State of California's current health and safety guidelines and the City's duty to provide and maintain a safe community for its citizens and a workplace free of known hazards, constituting a local emergency; and

WHEREAS, as a consequence of the ongoing local emergency, and as authorized by subdivision (e) of Government Code section 54953, the District finds that its legislative bodies should conduct their public meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953 to avoid the imminent risks to attendees' health and safety that accompany in-person participation, and that such legislative bodies shall comply with all necessary requirements to provide the public with access to public meetings as described in paragraph (2) of subdivision (e) of Government Code section 54953.

NOW, THEREFORE, BE IT RESOLVED, by the Westside Community Healthcare District that:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference as though fully set forth herein.



Section 2. Remote Teleconference Meetings. The district is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution to conduct open and public meetings using teleconferencing in accordance with subdivision (e) of Government Code section 54953 and the other applicable provisions of the Brown Act.

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of September 22, 2022 or such time the district adopts a subsequent Resolution in accordance with paragraph (3) of subdivision (e) of Government Code section 54953 to extend the time during which the district may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the West Side Community Healthcare District, at a regular meeting of the Board held on the 23 of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dennis Brazil, President

ATTEST: _____
David Varnell, Secretary



Agenda Item No.: 6
Meeting Date: August 23, 2022

WEST SIDE COMMUNITY HEALTHCARE DISTRICT STAFF REPORT

SUBJECT

Employee Educational Assistance Program

Previous Board Actions:

September 2019, October 2019 and May 2022

Summary of Issue:

West Side Health Care District has an Educational Assistance Program that can assist an eligible employee with paramedic education tuition costs on an approved paramedic program.

Board meeting held on May, 2022 staff was asked to bring final draft of policy and student loan agreement back to the board for final approval.

Financial Impact:

Financial amount to be set by the board

Staff/General Management Recommendation:

Board to review policy and procedures for this program

Recommended Motion:

Motion to adopt policy

Supporting Documents Attached:

Employee Educational Assistance Program Policy

Student Loan Agreement



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STUDENT LOAN AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between West Side Community Healthcare District, 151 S. Hwy 33, Newman, CA. 95360. (herein "DISTRICT") and of _____, (herein "STUDENT").

WITNESS TO:

WHEREAS, DISTRICT administers Employee Educational Assistance program with the purpose to encourage and enable persons to obtain and receive an education or training as EMT-Paramedic and to remain in the community where such medical and/or health care services may benefit to DISTRICT; and

WHEREAS, it is recognized that institutions offering EMT-Paramedic training can subject a person to financial loss and in various cases, because of such financial loss, make it difficult for persons to obtain an education or training in these areas of medical and/or health care services; and

WHEREAS, DISTRICT is willing to provide financial assistance in various cases to assist persons in obtaining vocation, or instruction in these areas of medical and/or health care services; and

WHEREAS, STUDENT, has made application to DISTRICT for such financial assistance and DISTRICT has accepted such application subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in mutual consideration of the promises contained herein and for the mutual benefit of the parties hereto, the parties agree as follows:

1. STUDENT does hereby represent to DISTRICT that STUDENT is attending a qualified EMT-Paramedic training institution or has been accepted and as of _____, is planning to attend a qualified EMT-Paramedic institution as follows, to:
 - a) Name of Institution:



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b) Address of Institution:

c) Anticipated Date to Obtain License:

2. For the purpose of assisting STUDENT to defray the expenses of attending the aforesaid vocational training, DISTRICT does hereby agree to loan to STUDENT a sum not to exceed _____ and NO/100 DOLLARS

(\$_____). Said loan funds shall be paid for STUDENT'S actual expenses for tuition and books.

a) If applicable, such additional installments will be as set forth on the attached Exhibit "X", by this reference made a part hereof.

DISTRICT does hereby reserve the right to pay any and all such funds loaned to STUDENT directly to such institution and further, during any period of time that DISTRICT determines STUDENT is not in full compliance with the provisions of this Agreement, DISTRICT reserves the right to withhold making advances or payments to STUDENT of all or any portion of such loan funds.

3. It is acknowledged and agreed by STUDENT that DISTRICT'S commitment to loan funds herein is further conditioned on the following:

a) STUDENT continuing the aforesaid educational or training course/program on a regular basis and as a full-time STUDENT (as defined by the institution attended) until completion of said program.

4. Unless modified as hereinafter provided, STUDENT does hereby agree to repay DISTRICT for all funds herein loaned to STUDENT by DISTRICT as follows:

a) Said loan shall be repaid in monthly installments of \$ 250.00 per month.

b) Said monthly payments shall commence on the earliest of the following three (3) dates:

I. On the ninetieth (90th) day following the STUDENT'S completion of the aforesaid educational and/or training program and obtaining the applicable license; or

II. On the thirtieth (30th) day after default as defined in paragraph 8 below and failure to correct the same as more particularly described therein; or

III. Three (3) years from the date of the first advance on loan made by DISTRICT to STUDENTS under the terms of this Agreement



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c) After the initial monthly payment, all subsequent monthly payments shall be made on the same day of each and every month thereafter until the full amount loaned, together with interest accruing thereon, has been paid in full.

d) Each monthly payment shall be applied first to interest and the balance thereof shall be applied to principal.

e) Interest shall be charged on the amount loaned to STUDENT at the annual percentage rate of six percent (6%) per annum commencing on the date the first monthly payment is due and repaid in full in three (3) years.

f) If the recipient does not complete the course of study for which assistance was provided, the entire amount of assistance will be repaid in full within three (3) months of terminating the course of study, unless arrangements are made for installment payments. Recipient may make application to the DISTRICT to extend training as set forth in DISTRICT's Employee Educational Assistance Program Policy. If studies are not completed, employment with DISTRICT will not satisfy loan forgiveness as set forth in sections 5b and 6c.

5. In the event that STUDENT, upon obtaining the necessary certification and/or licensing showing completion of the aforesaid education or training program, becomes employed full time for DISTRICT in their area of training and during such period of full-time employment, STUDENT'S obligation to repay the aforesaid loan shall be modified as follows:

a) STUDENT shall be charged no interest on the aforesaid loan so long as the STUDENT is working for DISTRICT and

b) STUDENT shall not be required to make any monthly payments on said loan and, commencing three (3) months following initial status as a full-time employee, for each hour of full-time employment, shall be given credit in the amount of \$2.25 toward satisfaction of the principal indebtedness of said loan.

For the purposes of this provision of this Agreement, STUDENT shall be considered as obtaining "full time" employment with DISTRICT if STUDENT complies with the definition of a "full time" employee then in effect by DISTRICT for its other employees. At the time STUDENT no longer qualifies as such "full-time" employee of DISTRICT, interest as herein provided shall again be charged on the then remaining principal indebtedness and STUDENT shall again be obligated to pay said indebtedness as set forth in paragraph 4 above with the initial payment to commence ten (10) days from and after the date STUDENT no longer qualifies as a "full-time" employee.

6. In the event that STUDENT, upon obtaining the necessary certification and/or licensing showing completion of the aforesaid education or training program, remains employed per-diem for DISTRICT in their area of training, and during such period of per-diem employment, STUDENT'S obligation to repay the aforesaid loan shall be modified as follows:



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- a) If full-time employment is not available, STUDENT shall be charged zero (0%) percent interest on the aforesaid loan as long as the STUDENT is working for DISTRICT on a per-diem basis; or
- b) If full-time employment is available, but student desires to work only part-time, STUDENT shall be charged three (3%) percent interest on the aforesaid loan as long as the STUDENT is working for DISTRICT on a per-diem basis while full-time employment is available in his/her field.
- c) STUDENT shall not be required to make any monthly payments on said loan and, for each hour of employment, credit in the amount of \$12.00 shall be given toward satisfaction of the principal indebtedness of said loan.

For the purposes of this provision of this Agreement, STUDENT shall be considered as obtaining "per-diem" employment with DISTRICT if STUDENT complies with the definition of a per-diem employee then in effect by DISTRICT for its other employees. At the time STUDENT no longer qualifies as such "per-diem employee of DISTRICT, interest as herein provided shall again be charged on the then remaining principal indebtedness and STUDENT shall again be obligated to pay said indebtedness as set forth in paragraph 4 above with the initial payment to commence then (10) days from and after the date STUDENT no longer qualifies as a "per-diem" employee.

- 7. It is understood and agreed that DISTRICT is under no obligation to employ STUDENT and in the event, DISTRICT does employ STUDENT, DISTRICT has the rights to terminate the STUDENT'S employment where DISTRICT deems the same proper and necessary.

If DISTRICT has no job opening for STUDENT after graduation from his/her specified Program, the rate of interest will be lowered from six percent (6%) to three percent (3%). In all other cases, the interest rate will remain at the six percent (6%) level.

- 8. STUDENT shall be considered in default of this Agreement in the event of the happening of any of the following:
 - a) STUDENT'S failure to comply with any of the terms and conditions of this Agreement.
 - b) STUDENT changes or modifies his/her course of instruction from that defined in paragraph 1 (c) above.
 - c) Should any representation made by STUDENT in his/her application, a true and correct copy of which is attached hereto and by this reference made a part hereof, be inaccurate or untrue.

STUDENT does hereby grant DISTRICT the authorization to inquire of and/or obtain documentation from the aforesaid institution to determine if STUDENT is in compliance with the terms hereof in the event of STUDENT'S default and failure to correct the same within thirty (30) days after the



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date of default, DISTRICT shall have the right to terminate its commitment to provide any further loan funds to STUDENT. Further, in the event STUDENT fails to make payment to DISTRICT as required herein and upon the (10) days advance written notice to STUDENT, DISTRICT shall have the right to declare all of the remaining indebtedness immediately due and payable.

In addition to such other remedies as provided herein, DISTRICT shall have the right to exercise any and all other remedies it may have at law or equity by reason of such default either in conjunction with such other remedies or independently thereof. Such remedies shall include, but not be limited to, commencement of action to collect all sums due and owing under this Agreement.

9. This Agreement constitutes the entire agreement of parties. Except as herein provided, this Agreement shall not be modified unless the terms and conditions of such modification are placed in writing and executed by both DISTRICT and STUDENT.
10. Time of payment is of the essence of this Agreement. In the event legal services are necessary to enforce provisions of this agreement, or to seek redress for a breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including, without limitation, attorney fees and costs incurred on any appeal.
11. STUDENT has read and understands Employee Education Assistance Program Policy.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST SIDE COMMUNITY HEALTHCARE DISTRICT

By: _____
Chief Executive Officer or delegate DATE

STUDENT APPLICANT

By: _____
STUDENT DATE

I, _____, being the STUDENT identified in the foregoing Agreement, do hereby acknowledge that I have received the sum of \$_____ on this day of _____, 20____, as an advancement on the loan made to me by West Side Community Healthcare District under the terms and conditions of the aforesaid Agreement.



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STUDENT

DATE

WITNESS

DATE

WEST SIDE COMMUNITY HEALTHCARE DISTRICT

EDUCATIONAL ASSISTANCE PROGRAM

Policy: Employee Educational Assistance Program

Modified: 11/22/03, 1/27/09, 7/26/22

Effective: January 27, 2004, 1/24/09, 7/26/22

Supersedes: N/A

Purpose: To establish and maintain an annual financial fund for the educational development of eligible West Side Ambulance employees who want to pursue their Paramedic license.

Procedure:

The West Side Healthcare District shall designate an Educational Assistance Fund to be used by the Program.

The district may increase the annual fund so that more than one Beneficiary may be chosen as budget considerations allow and at the discretion of the Board.

The monies in the Fund shall be used to assist an eligible employee with paramedic education tuition costs of approved paramedic programs.

Upon voluntary acceptance of the Assistance Funds, the recipient shall enter into a Student Loan agreement with the district to obtain licensure and maintain employment with the District for three years following obtaining their Paramedic license.

Eligibility:

A West Side Ambulance employee shall be considered eligible for consideration in the selection process in a given year if that employee meets the following criteria:

- a. Has been employed with District as an EMT for a period of at least one (1) year.
- b. Has worked the minimum number of hours to maintain per their current FT/PT status with the District As stated in the applicable policy.
- c. Has no current disciplinary actions in their personnel file.
- d. The District has determined it has the necessary resources and that it will provide funds.
- e. The employee understands that it their responsibility, NOT the district, for any scheduling conflicts between the paramedic program and the district.

Selection of Beneficiary:

- a. The selection of the Fund Beneficiary shall be made from all eligible employees that make application to the Board.
- b. The selection of the Fund Beneficiary shall be made by a committee consisting of one Board Member, the Operations Manager, and the Administrative Services Manager should there be more than one applicant.
- c. The selection process may be conducted as an application review, personal interview or a combination of the two as decided by the current constituents of the committee.
- d. The decision of the committee shall be announced.
- e. The committee may only select beneficiaries from among eligible applicants. However, the committee may choose to not appoint any of the applicants as beneficiary.
- f. Once the selection is made, the Fund Beneficiary shall have the option to enter into the Student Loan Agreement.

Disbursement of Funds:

- a. The Beneficiary must produce a letter of acceptance to an approved Paramedic Training Program before any funds are disbursed.
- b. Any disbursement of funds shall be made in three equal payments over the course of the training period, subject to policies of the Training Program.
- c. The payment of funds shall be made directly to the Training Program in the name of the Beneficiary.

Non-disbursed Funds:

- a. Any Non-disbursed funds shall remain in the fund and be made available for future students. (Example: There are no applicants for a given period or no beneficiary chosen, the total amount of the fund remains in the fund and are made available the next application period, so that two employees could be given assistance.)
- b. Any balances in the Fund may be redirected for other needs of the District as the Board of Directors sees fit.
- c. Having excess monies in the Fund makes no requirement that they be disbursed.

Failure to Obtain license:

- a. In the event that a Beneficiary is unsuccessful at completing the paramedic training and they are eligible for re-entry to the Program at its next session the Beneficiary shall:
 - 1. Be required to make application to the Program and obtain a letter of acceptance
 - 2. Be required to pay the Training Program any tuition costs for the second training period equal to the amount disbursed previously by the District for that Beneficiary.

3. Be eligible to have the remainder of the Funds initially assigned to their training disbursed to the Training Program for the balance of the second training period.

b. In the event that a Beneficiary is unsuccessful at completing the paramedic training AND they are NOT eligible for reentry to the Program at its next session the Beneficiary shall be held accountable to the terms of the Student Loan Agreement. Such terms include paying the cost of tuition for the period enrolled.

c. In the event that the Beneficiary successfully completes the paramedic training but is otherwise unable to obtain his Paramedic license within a six-month period after the completion of the Program, they shall be held accountable to the terms of the Student Loan Agreement.

1. Appeals for extension of time shall be made directly to the District Board of Directors or its appointed subcommittee. Any terms of extension shall be expressly laid out after careful consideration by the Board.

After Obtaining License:

a. Once the Beneficiary has successfully obtained his Paramedic license, he shall remain employed with the district on a per-diem basis or full-time basis if available and receive credit towards the loan amount as outlined in the loan agreement.

b. The Beneficiary shall make himself reasonably available for shifts offered and the District shall make effort to provide shifts as scheduling allows.

c. The completion of the Training Program and obtaining paramedic licensure is no guarantee of full-time employment with West Side Healthcare District.

d. The Beneficiaries failure to maintain employment with West Side Ambulance District for a period of three (3) years shall subject Beneficiary to re-payment of the loan agreement. Said re-payment shall be calculated by the amount of time employed within the mandated three (3) years. If he the Beneficiary fails to remain employed on the first anniversary of receipt of the paramedic license the Beneficiary will be required to pay repay the entire loan amount. If Plaintiff fails to remain employed on the second anniversary of receipt of the paramedic license, the Beneficiary will be required to pay 2/3 of the loan amount. If Plaintiff fails to remain employed on the third anniversary of receipt of the paramedic license, the Beneficiary will be required to pay 1/3 of the loan amount.



Agenda Item No.: 7
Meeting Date: August 23, 2022

WEST SIDE COMMUNITY HEALTHCARE DISTRICT STAFF REPORT

SUBJECT:

Ambulance Purchase

Previous Board Actions:

None

Summary of Issue:

Staff has researched the cost of the purchase of new ambulance unit, as previously request by the Board.

Currently the time frame for a new ambulance is the minimum of twenty four (24) months.

The Chief will present to board and public tonight quotes on purchasing un

The table below is an outline of current and out of service mileage for the district's current units.

Vehicle #	Current Mileage	Next Service Mileage	Out of Service Mileage	Remaining Mileage END OF LIFE
2008	219,575	222,215	250,000	30,425
1301	322,909	321,325	323,230	321
1701	157,458	162,153	250,000	92,542
1903	73556	75130	250,000	176,444
1904	64738	64700	250,000	185,262
2009-f150	87,736	91,756	300,000	212,264
2013- Tahoe	47,273	52,311	250,000	202,727

Financial Impact:

To be determined at a later date

Quotes attached

Staff/General Management Recommendation:

Board to review quotes

Recommended Motion:

Motion to have staff set a place holder on a new ambulance for purchase.

Supporting Documents Attached:

Quotes attached



Republic EVS
12410 Clark St.
Santa Fe Springs, CA 90670



Offer and Purchase Agreement for: **Westside Ambulance**

One (1) Medix Specialty Vehicles Type I MSV 170" on 2020 Ford F-450 4 x 2 Diesel Powered Chassis, Two Door Standard Cab

All prices are quoted to included Government Factory Rebates. Rebates are subject to change. If the current Rebate amount changes or becomes unavailable. The difference per vehicle will be invoiced to the Purchaser. Pricing is subject to change if additional options are requested.

Description	Qty	Price Each	Extended Price
One (1) Medix Specialty Vehicles Type I MSV 170" on 2020 Ford F-450 4 x 2 Diesel Powered Chassis, Two Door Standard Cab	1	\$188,942.46	\$188,942.46
Chassis VIN Number(s): To Be Determined After Production Start Date			
Tax (Based on a Rate of 7.75%)	1	\$14,643.04	\$14,643.04
DMV Fee	1	\$2,000.00	\$2,000.00
Tire Fee	1	\$8.75	\$8.75
Total Purchase Price	1	\$205,594.25	\$205,594.25

Date Offered: June 21, 2022

Two Hundred Five Thousand Five Hundred Ninety Four Dollars and Twenty Five Cents
\$205,594.25

Offer is based off of build quote as well as reference drawings if applicable. A final engineered build quote for customer review and approval will be provided prior to ambulance construction. Any changes requested from a pre build meeting may result in additional charges.

Payment Terms: 100% payment of the contract is due at time of delivery unless otherwise specified in writing. Title for the ambulance will be delivered in Seven (7) business days or less once payment has processed through the financial institution.

Delivery Terms: Delivery shall be 180 days or less after Receipt of Chassis as well as approved work order and production drawing if applicable. F.O.B. shall be .

Signature below represents acceptance of above contract and terms:

Westside Ambulance

Republic EVS

Signature Date 6/21/2022

Printed Name

Title

Signature Date 6/21/2022
Garett Adelman

Printed Name
Director of Sales

Title



23005 N 15th Avenue, Suite 207, Phoenix AZ 85207

DEMERS TYPE I & III AMBULANCES

MXP150 & MX164

FORD F450 4x2 GASOLINE-POWERED CHASSIS / E350 4x2 CUTAWAY VAN

July 22, 2022

Michael Courtney
Westside Community Ambulance
990 Tulare Street
Newman, CA 95360

Dear Mr. Courtney

Thank you very much for giving us the opportunity to propose both Demers Type I and Type III ambulances for your ambulance needs. Demers is ISO 9001 certified and among the largest and most experienced ambulance manufacturers in the world with 60+ years in engineering and building ambulances. The company has more than 19,000 ambulances sold to customers in North America, Latin America, the Middle East and Africa. They put a major focus on safety, and engineering and testing every part of their ambulance designs, with testing that meets or exceeds any U.S. standard. Today, they are the second largest manufacturer of ambulances sold in the US, following their acquisition of Braun Industries in 2018, Crestline and Medix ambulances, along with their organic sales growth over the past few years.

Key Demers Differentiators

- Best-in-class standard features and amenities across all models, many uniquely designed by Demers
- Outstanding separate, independent air conditioning / heat systems, with individually ducted AC for even-flow distribution from front to rear
- All-aluminum & composite interior with powder-coated surfaces
- Keyless anti-theft system so crews can leave the engine (and air conditioning!) on, take the key and lock the unit without having to worry
- Proven DEMS electrical system with expedited support via optional remote cyber connection factory plug-in, reducing downtime
- All aluminum cabinetry structure
- Strongest warranties in the industry
- Pull-testing of all installed features and options

We understand that keeping your ambulances on the street and productive is vital. For that reason, our focus is on ensuring fast, convenient service. RedSky has partnered with my company, California Emergency Vehicles, in Tracy, to handle warranty and service repairs. We specialize in ambulance maintenance, repair and upfitting. It's worth noting that Demers offers excellent warranty coverage. Details are below. To arrange warranty service, you just call us, and we'll handle it.

Warranties

- Module Structure: 25 Years "Lifetime"/Unlimited Miles
- Paint: 5 Years/180,000 Miles (non-prorated)
- Electrical: 5 Years/180,000 Miles
- Materials and Workmanship: 5 Years/180,000 Miles
- **OEM Materials: 2 Years/75,000 Miles**

1240 E. Locust Street, Suite 203, Ontario, CA 91671



Terms:

Payment Terms: Payment shall be made directly to RedSky Emergency Vehicles or as directed by RedSky at time of delivery.

Delivery: 20 – 24 months estimated delivery. Please note that this estimate is based on Ford chassis deliveries occurring within an extended but reasonable time frame.

Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicles covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time, as will changes to this contract once the order has been placed with Demers Ambulance. Additions or deletions may be made if the vehicle has not passed that point in production at the time of change.

Delivery Terms: FOB Newman, CA

Sales & Use Taxes: The price for the motor vehicle specified in this agreement does not include Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

Validity: August 15, 2022

Thank you again for this opportunity. Please don't hesitate to contact us with any questions you may have.

Respectfully,

John Airrington
Account Manager



1240 E. Locust Street, Suite 203, Ontario, CA 91761

**CRESTLINE CCL150 III AMBULANCE
FORD E350 4x2 CUTAWAY VAN**

July 22, 2022

\$182,828

Michael Courtney
Westside Community Ambulance
990 Tulare Street
Newman, CA 95360

Dear Mr. Courtney

Thank you very much for giving us the opportunity to propose a CCL150 Type III ambulance for your needs. Below are a few highlights of the proposed ambulances:

- 150" long x 96" wide with 72" headroom
- All aluminum extruded body, inc. cabinetry
- Recessed bulkhead for extra seat recline and comfort in the cab for your people.
- Two-step side entry for easy access
- Power locks for entry and compartment doors
- Power inverter with 15 amp auto-eject shoreline outlet
- Anti-theft system
- Backup camera with in-cab monitor
- Floor mount console with lid and cup holders
- Dual backboard storage with two shelves for equipment bags in rear curbside compartment
- CrestCoat antimicrobial coating on interior
- Locking drug cabinet above ALS cabinets
- Powder-coated interior for durability and no chipping
- Proven multiplex electrical system with high reliability and remote factory diagnostics
- California Title 13 compliant siren and steady burn red warning light
- Three glove box holder above side entry door
- Net at end of squad bench
- Graphics to match fleet
- USB ports in driver compartment and module
- Opticom

We understand that keeping your ambulances on the street and productive is vital. For that reason, our focus is on ensuring fast, convenient service. RedSky has partnered with my company, California Emergency Vehicles, in Tracy, to handle warranty and service repairs. We specialize in ambulance maintenance, repair and upfitting. It's worth noting that Crestline offers excellent warranty coverage. Details are below. To arrange warranty service, you just call us, and we'll handle it.

CCL150 Warranties

- Bumper to Bumper: 3 years / 55,000 miles
- Electrical: 5 years / 95,000 miles
- Structural: Lifetime

We are pleased to extend the below pricing:



1240 E. Locust Street, Suite 203, Ontario, CA 91671

Validity: August 15, 2022

Thank you again for this opportunity. Please don't hesitate to contact us with any questions you may have.

Respectfully,

John Airrington
Account Manager

July 2022 Summary Report



West Side Community Healthcare District
July 22



Monthly Response Summary

WS UNITS	WS 87	WS 88	WS84 BLS	WS 1-2	WS Totals	MA total	Variance Prev YR
Responses	93	132	7	13	245	71	60
Cancel	22	24	1	n/a	47		
ADI Response	71	108	6	n/a	185		
Transports	54	74	4	n/a	132	25	21
Transport %	76.06%	68.52%	66.67%	n/a	71.35%	35.21%	35.00%

MA UNITS	PDA		AMR		SEMSA		TOTAL	
	Responses	Transports	Responses	Transports	Responses	Transports	Responses	Transports
Received Aid	28	17	2	1	25	11	55	29
Provided Aid	6	6	13	7	52	12	71	25

Cumulative for Current Year

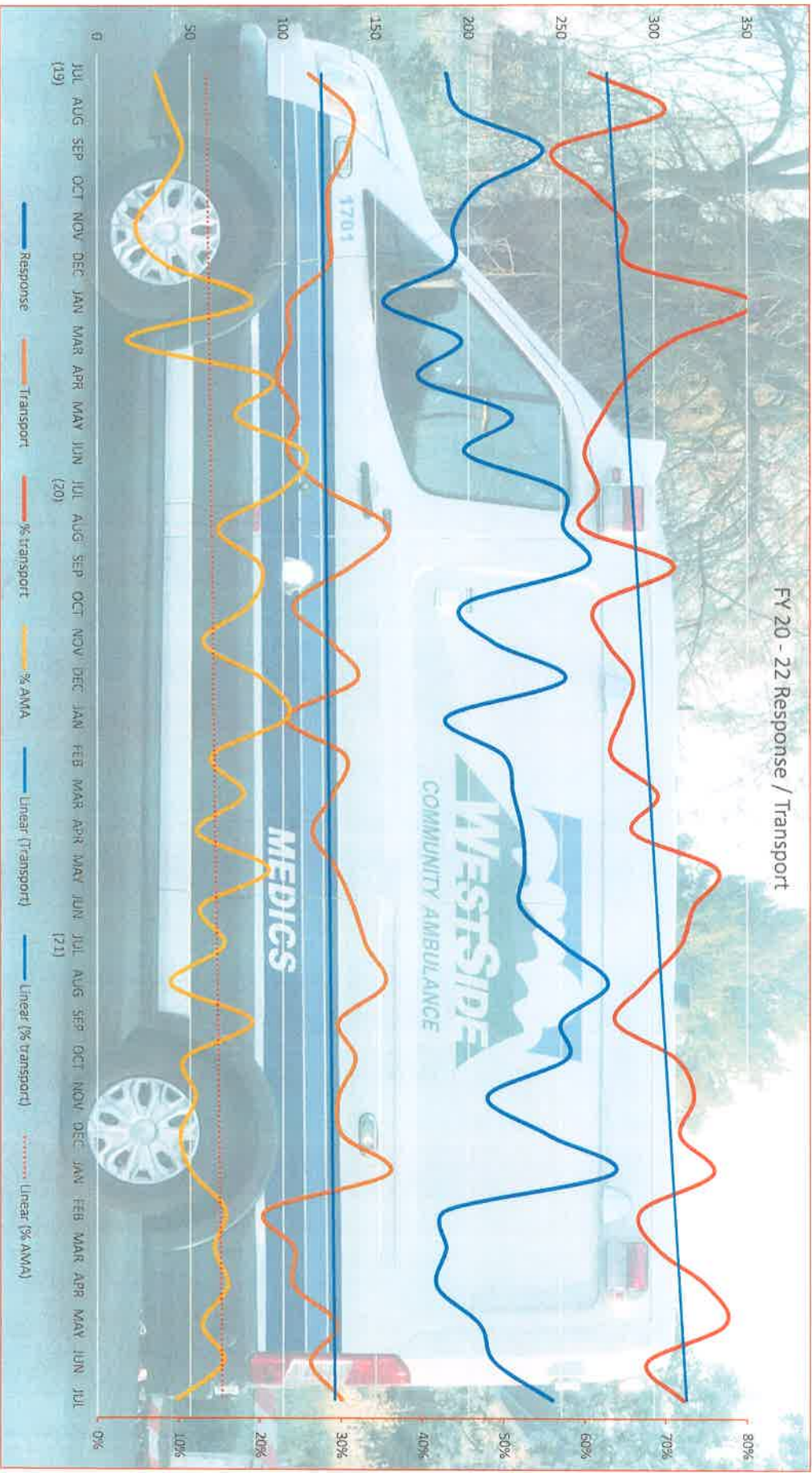
WS totals		PDA MA Received		AMR MA Received		SEMSA	
Responses	Transports	Responses	Transports	Responses	Transports	Responses	Transports
245	132	28	17	2	1	2	2
	53.88%		60.71%		50.00%		100.00%

FY 2022 Cumulative MA Received

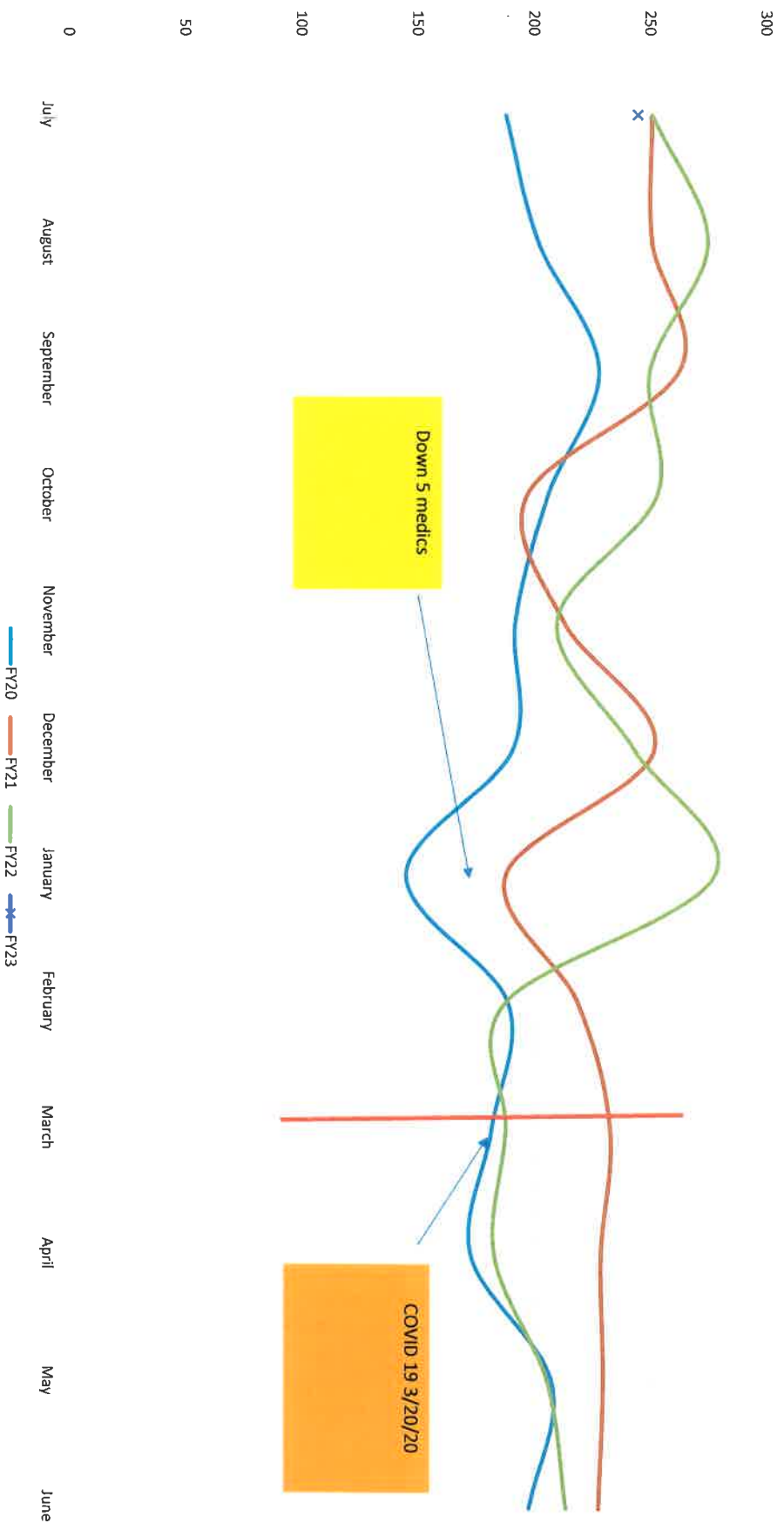
WS totals		PDA		AMR		SEMSA	
Responses	Transports	Responses	Transports	Responses	Transports	Responses	Transports
251	145	3	1	2	1	6	2
	57.77%		33.33%		50.00%		33.33%

Variance FY22/21: -6 -13

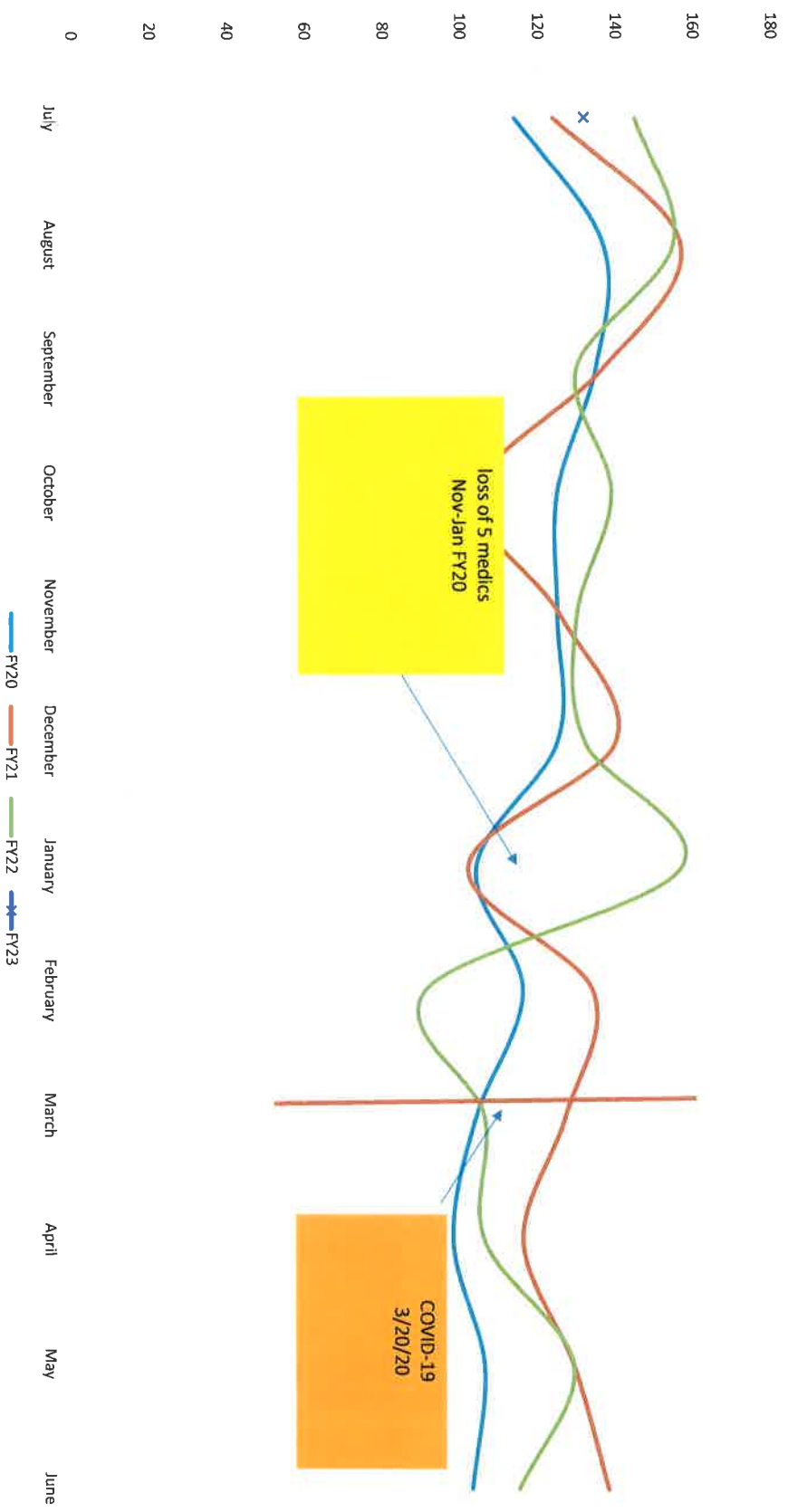
FY 20 - 22 Response / Transport



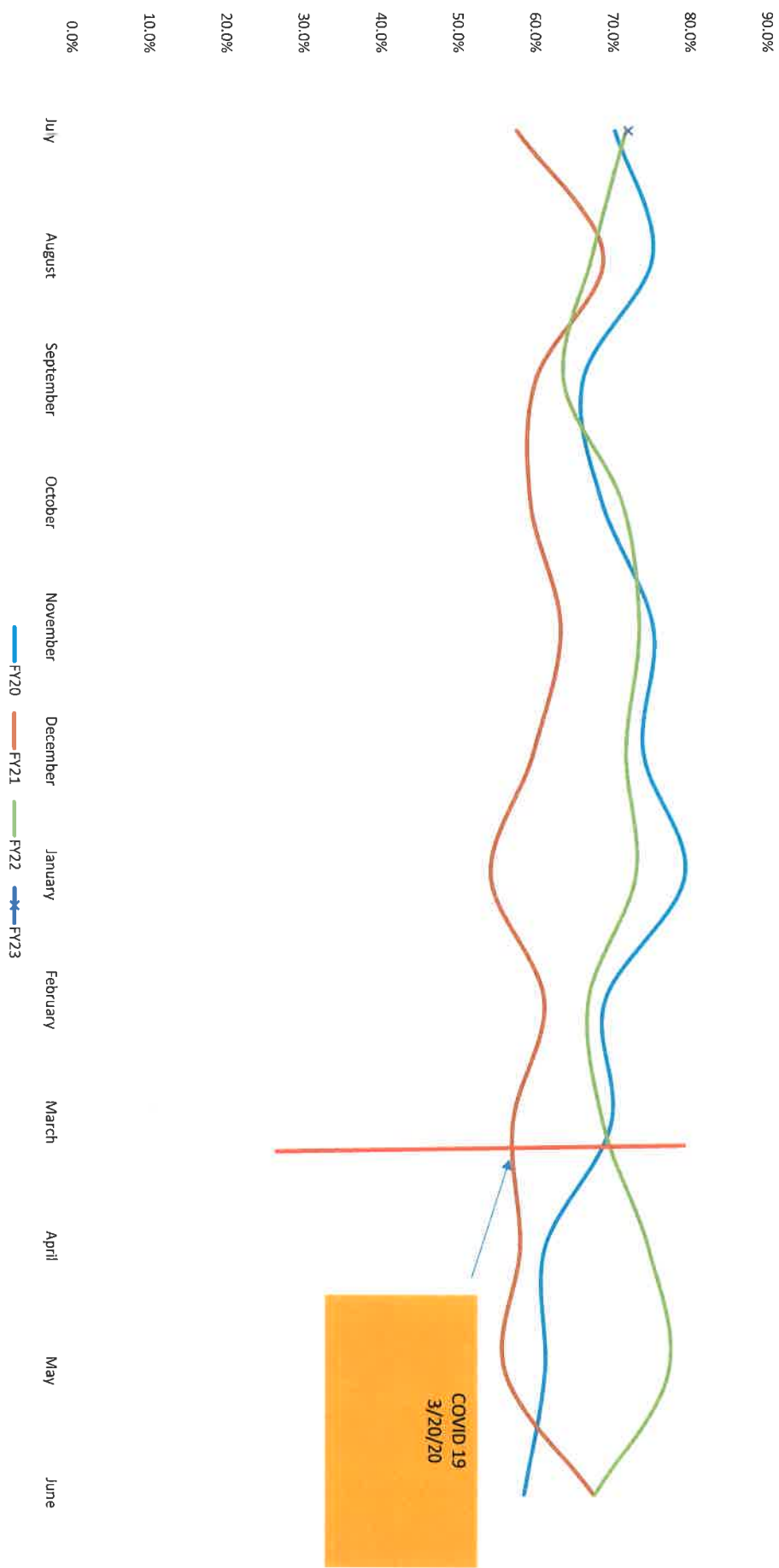
Total Responses FY20-23



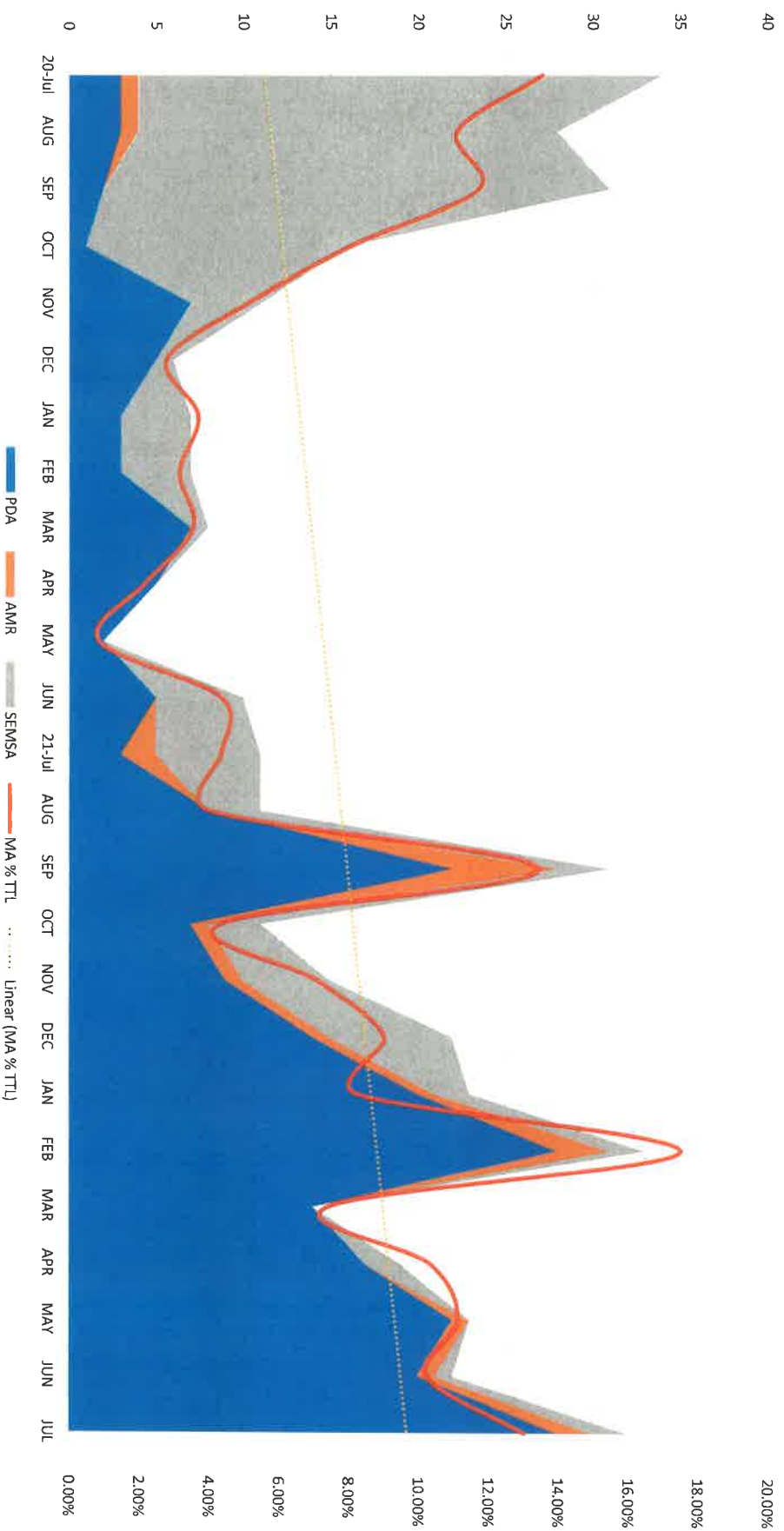
Transport Volume FY 20-23



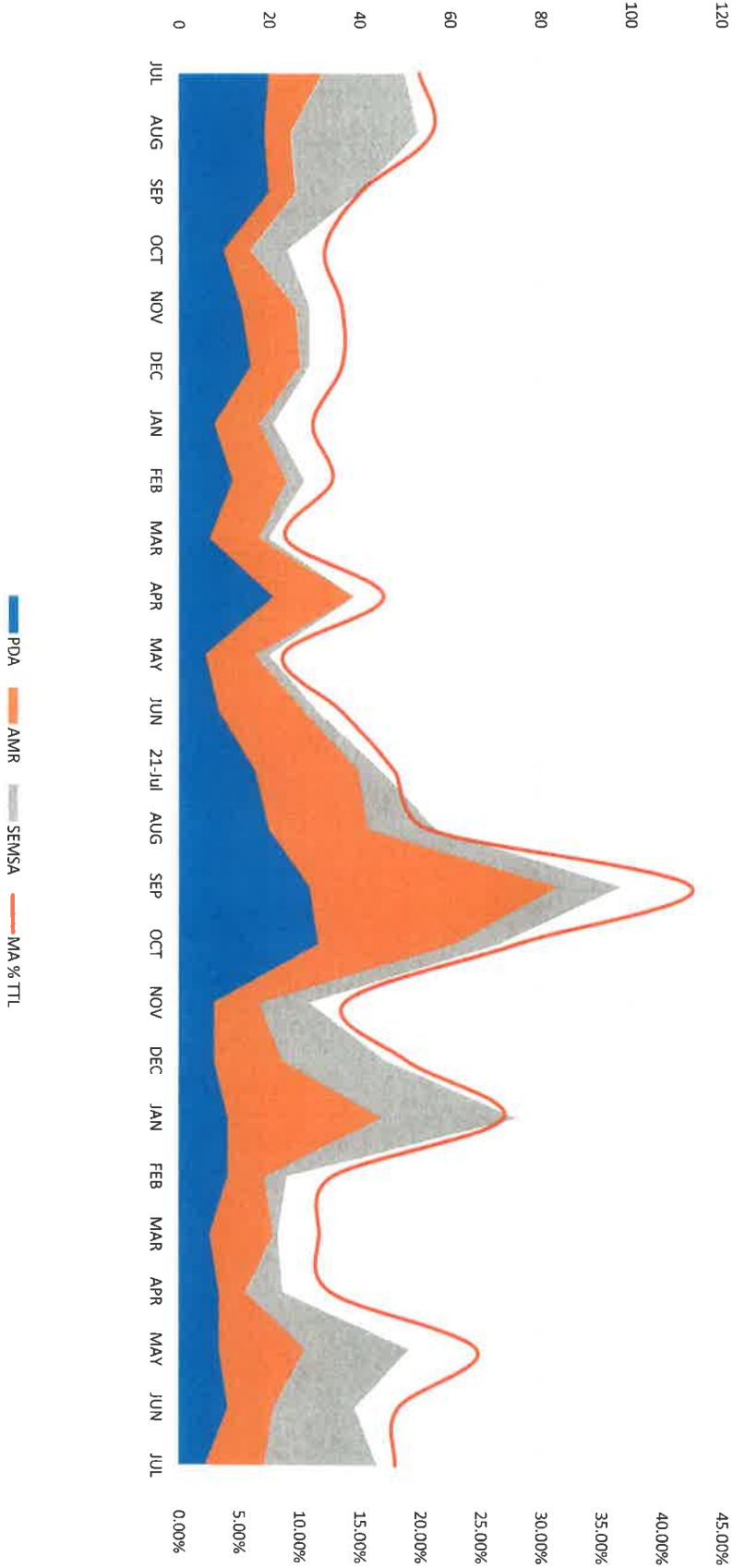
Transport % FY 20-23



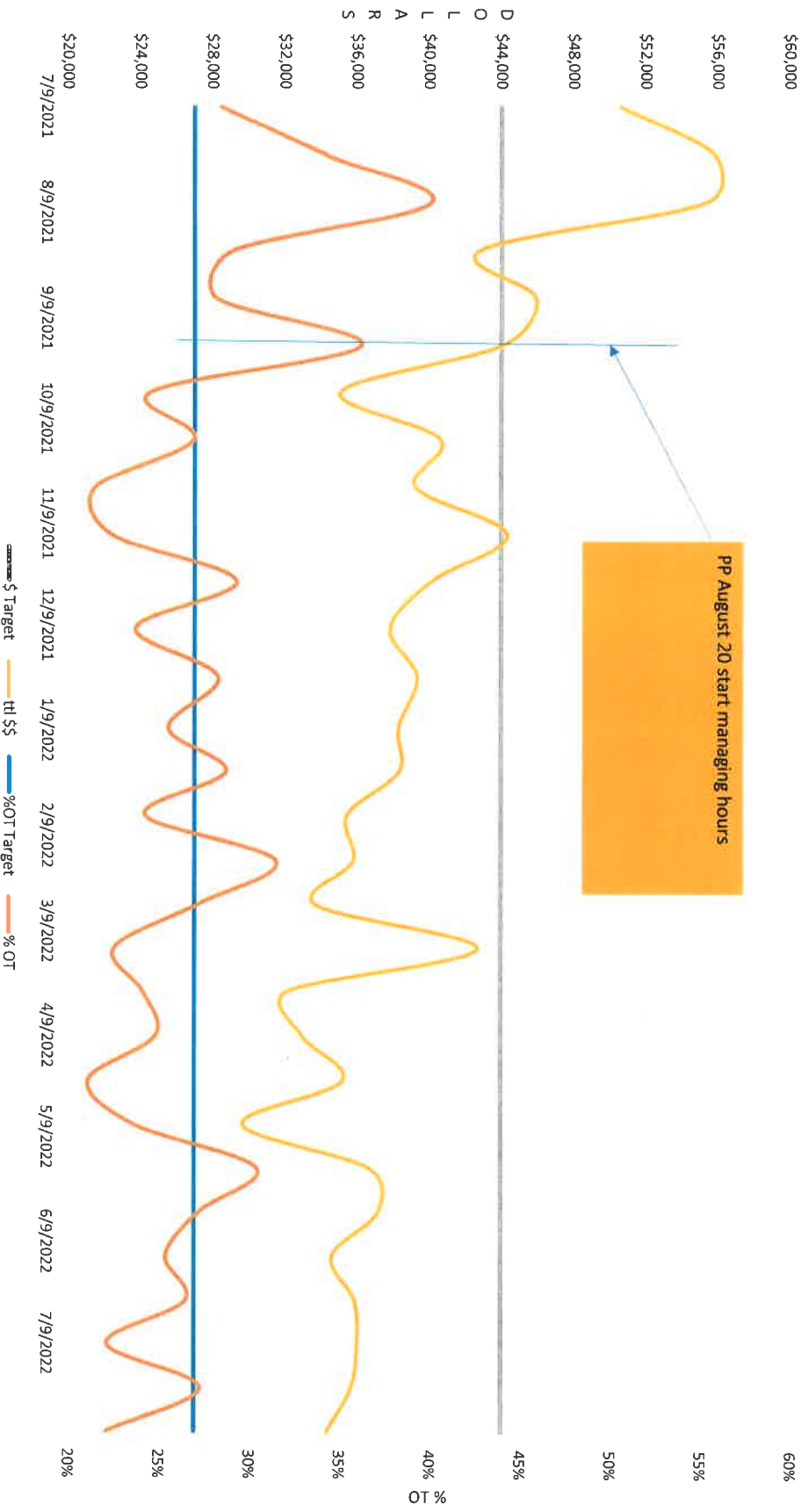
MA received Responses



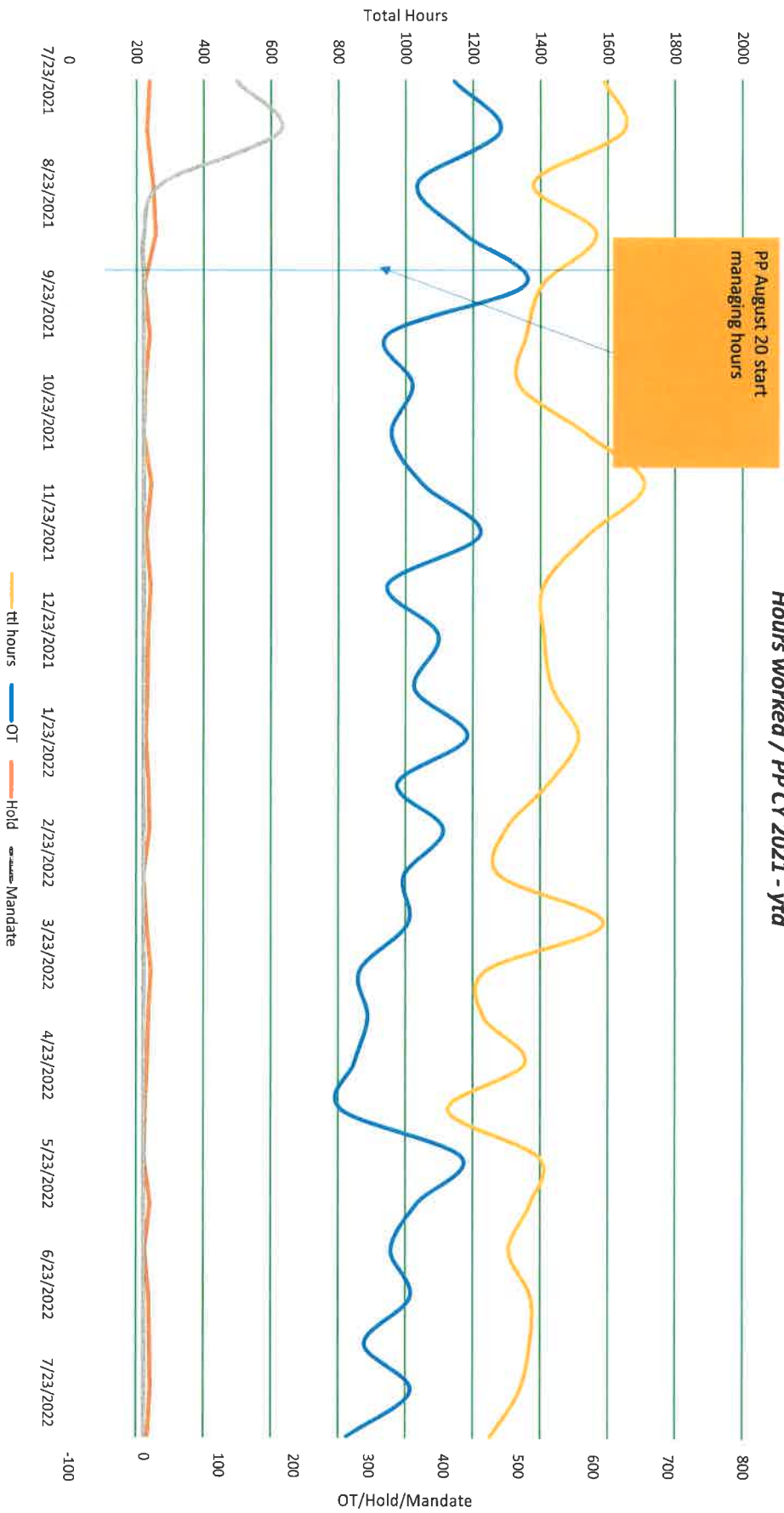
Response (MA GIVEN)



% OT to TTL \$



Hours worked / PP CY 2021 - ytd



Compliance Reporting 2022/05/01 - 2022/05/31							Current reporting 2022/05/31 - 2022/05/31		Compliance Period Reporting for Repetitive Non-Compliance			
Zone	Priority	On Time	Late	Compliance Calculated Incidents	Compliance Calculated Late	Response Time Compliance	Excessively Late Incidents	Excessively Late Penalty	Compliance Start Period	Compliance Period Responses	Compliance Period Late Responses	Compliance Period Compliance
Zone A Urban	Code 2	31	7	38	7	81.58%	3	\$1,000	2021/10/01	220	18	91.82%
	Code 3	47	5	52	5	90.38%	4	\$1,125	2022/02/01	192	21	89.05%
	Code 2	2	0	2	0	100.00%	0	\$0	2020/01/01	64	1	98.44%
	Code 3	2	0	2	0	100.00%	1	\$250	2020/01/01	176	3	98.30%
Zone A Suburban and Rural	Code 2	0	0	0	0	--	0	\$0	2020/01/01	11	0	100.00%
	Code 3	2	0	2	0	100.00%	0	\$0	2020/01/01	71	0	100.00%
Zone A Wilderness	Code 2	2	0	2	0	100.00%	0	\$0	2020/01/01			
	Code 3											

Compliance Reporting 2022/06/01 - 2022/06/30							Quarter Reporting 2022/06/01 - 2022/06/30			Compliance Period Reporting for Repetitive Non-Compliance			
Zone	Priority	On Time	Late	Compliance Calculated Incidents	Compliance Calculated Late	Response Time Compliance	Excessively Late Incidents	Excessively Late Penalty	Compliance End Period	Compliance Period Responses	Compliance Period Late Responses	Compliance Period Compliance	
Zone A Urban	Code 2	34	4	38	4	89.47%	3	\$1,000	2022/06/30	257	20	92.22%	
	Code 3	31	7	37	5	86.49%	3	\$750		227	24	89.43%	
	Code 2	3	0	3	0	100.00%	0	\$0		67	1	98.51%	
	Code 3	7	0	7	0	100.00%	1	\$250		183	3	98.36%	
Zone A Suburban and Rural	Code 2	3	0	3	0	100.00%	0	\$0		14	0	100.00%	
	Code 3	3	0	3	0	100.00%	0	\$0		74	0	100.00%	
Zone A Wilderness	Code 2	3	0	3	0	100.00%	0	\$0					
	Code 3												

Compliance Reporting 2022/07/01 - 2022/07/31										Latter reporting 2022/07/01 - 2022/07/31				Compliance Period Reporting for Repetitive Non-Compliance				
Zone	Priority	On Time	Late	Compliance Calculated Incidents	Compliance Calculated Late	Response Time Compliance	Excessively Late Incidents	Excessively Late Penalty	Compliance Period Responses	Compliance Period Late Responses	Compliance Period Compliance	Compliance Period Response Time	Compliance Period Total	Compliance Period Fine Assessment				
Zone A Urban	Code 2	37	6	41	2	96.12%	1	\$375	41	2	96.12%	\$0	\$0					
	Code 3	58	11	69	11	84.06%	5	\$1,250	296	35	88.18%	\$1,500	\$2,750					
	Code 2	2	0	2	0	100.00%	0	\$0	69	1	98.55%	\$0	\$0					
Zone A Suburban and Rural	Code 3	6	0	6	0	100.00%	1	\$250	189	3	98.41%	\$0	\$0					
	Code 2	0	0	0	0	--	0	\$0	14	0	100.00%	\$0	\$0					
Zone A Wilderness	Code 3	4	0	4	0	100.00%	0	\$0	78	0	100.00%	\$0	\$0					
	Code 2																	
TOTAL:													\$2,750					

\$2,750