

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF SANGER**, a Municipal Corporation, whose address is 1700 Seventh Street, Sanger, California, 93657, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, has been designated as the Local EMS Agency of the County of Fresno pursuant to California Health and Safety Code Section 1797.200; and

WHEREAS, the CONTRACTOR desires to provide emergency ambulance services as authorized by law within the incorporated boundaries of the City of Sanger and within the unincorporated area of Fresno County, all as designated in Exhibit "A", attached hereto and by this reference incorporated herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties acknowledge that the COUNTY's Department of Public Health has been designated as the Local EMS Agency of the COUNTY with the authority to plan, administer, implement and evaluate an emergency medical services system in Fresno County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. The parties also acknowledge that the Local EMS Agency has implemented COUNTY EMS Policy #200 (Authorization of Ambulance Provider Agencies in Fresno County). The parties further acknowledge that the EMS Medical Director of the COUNTY's Department of Public Health has the authority set forth in Health and Safety Code Section 1798. CONTRACTOR shall operate its emergency medical care program in conformity with the medical policies, procedures and standards issued and amended by the Local EMS Agency (hereinafter collectively referred to as the "COUNTY EMS Policies and Procedures," and individually referred to as "COUNTY EMS Policy #").

2. DUTIES OF CONTRACTOR

A. CONTRACTOR shall be responsible for furnishing services, equipment and

1 materials as hereinafter set forth, in order to provide emergency medical services to persons in need
2 thereof within the incorporated boundaries of the City of Sanger and that certain portion of the
3 unincorporated area of Fresno County, which include Ambulance Service Zone "101 through 104," all
4 shown on Exhibit "A."

5 Neither the fact that this Agreement is entered into nor anything contained in this
6 Agreement shall be construed as an admission by either party hereto regarding CONTRACTOR's
7 legal authority, if any, to plan, implement, and operate within or without its corporate boundaries a
8 system of emergency medical services (including, but not limited to, ambulance services) independent
9 of COUNTY's authorization or approval.

10 B. CONTRACTOR shall maintain automatic vehicle locators in each authorized
11 emergency ambulance unit and authorized disaster response unit.

12 C. CONTRACTOR agrees to meet performance standards and requirements as
13 further discussed in Section 6 of this Agreement.

14 **3. DUTIES OF COUNTY**

15 A. COUNTY shall operate a central dispatching facility and shall immediately refer
16 all calls for emergency medical care and ambulance services within the area set forth in Exhibit "A" to
17 the Fire Department of the City of Sanger in accordance with COUNTY EMS Policies and
18 Procedures.

19 1) COUNTY will assist CONTRACTOR in developing, implementing, and
20 maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel
21 providing service under this Agreement according to the standards established by the COUNTY EMS
22 Policies and Procedures.

23 2) COUNTY will do periodic and annual inspections of CONTRACTOR's
24 emergency ambulance services personnel certifications, records, vehicles, equipment, and facilities
25 required by law and this Agreement.

26 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,
27 COUNTY is not restricted by reason of this Agreement from entering into another agreement for
28 services that are the same as or similar to these provided by CONTRACTOR pursuant to this

1 Agreement with an entity other than CONTRACTOR for the provision of emergency medical services
2 within the same geographic area as described in Exhibit "A". COUNTY shall notify CONTRACTOR
3 of any proposal to enter into such an agreement with any other entity, at least thirty (30) days prior to
4 award of such agreement.

5 C. COUNTY shall conduct regular reviews of CONTRACTOR compliance as
6 necessary to comply with applicable provisions of law.

7 D. The COUNTY shall provide the following for CONTRACTOR'S use during the
8 term of this Agreement:

- 9 1) The use of COUNTY communications infrastructure for EMS Med
10 Channels, as provided herein.
- 11 2) Communications Equipment:

12 COUNTY shall allow for continued use of previously provided
13 Portable (Handheld) Radios, Pagers, and In-Vehicle Radios, however, the
14 maintenance and replacement of these radios previously provided by
15 COUNTY shall be the responsibility of CONTRACTOR. Such
16 communications equipment shall be returned to COUNTY by
17 CONTRACTOR at the time of replacement.

18 4. **QUALIFICATION OF CONTRACTOR**

19 CONTRACTOR shall at all times meet the requirements set forth by the California Highway
20 Patrol, the California Vehicle Code, the State Department of Health, the California Health and Safety
21 Code, the California Code of Regulations, the COUNTY's Department of Public Health with respect
22 to medical standards, and any other applicable statute or regulation with respect to the services,
23 equipment, and materials, which are the subject matter of this Agreement. In the event of conflicting
24 statutes or regulations, the statute or regulation setting forth the most stringent requirements shall be
25 adhered to by CONTRACTOR. In the event of a conflict between the terms of this Agreement and
26 any resolution or regulation of the COUNTY, the terms of this Agreement shall prevail.

27 5. **AREA SERVED**

28 CONTRACTOR shall provide emergency medical services, on a non-exclusive basis,

1 upon dispatch by COUNTY and upon direct call to CONTRACTOR's Fire Department to any location
2 or incident within the territory of Fresno County Ambulance Service Zones "I01 through I04" as
3 described in Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center,
4 CONTRACTOR shall, to the extent consistent with its primary responsibility to provide emergency
5 medical services in the area of Exhibit "A," render all reasonable prehospital "mutual aid" to those
6 providers of emergency medical services operating within the adjacent Service Zone Areas in order to
7 ensure that timely emergency medical services are rendered to persons in need of such services within
8 those areas.

9 **6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

10 A. CONTRACTOR shall provide appropriate ambulance, paramedic, and medical
11 equipment and support personnel in order to furnish "Advanced Life Support", (ALS) and "Basic Life
12 Support" (BLS) services to persons within the area defined in Exhibit "A" on a non-exclusive, on-call
13 basis, twenty-four (24) hours per day, seven (7) days per week.

14 "Advanced Life Support" services shall mean special services designed to
15 provide definitive emergency medical care, including, but not limited to, cardiopulmonary
16 resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous
17 therapy, administration of specified drugs and other medical preparations, and other specified
18 techniques and procedures administered by authorized personnel under direct supervision of a base
19 station hospital or according to approved written protocols.

20 "Basic Life Support" services shall mean emergency first aid and
21 cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and
22 cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life
23 without invasive techniques until the patient may be transported or until advanced life support is
24 available.

25 B. Response Areas and Performance Standards

26 1) Metropolitan Response Area

27 The Metropolitan Response Area is defined as that area within the
28 corporate limits of the City of Sanger plus an area within one (1) statutory mile of said corporate

1 limits. which is described in Exhibit "B", attached hereto and incorporated herein by reference.

2 2) Rural Response Area

3 The Rural Response Area is defined as that area beyond the metropolitan
4 response area limits, which is described in Exhibit "C", attached hereto and incorporated herein by
5 reference.

6 3) Response Time Performance Standards

7 Response time standards for the abovementioned areas are defined in
8 Exhibit "D", attached hereto and by this reference incorporated herein.

9 4) The COUNTY Department of Public Health may, upon receipt of a
10 written request from the CONTRACTOR, exempt the CONTRACTOR from late responses for those
11 calls where geographical limitations exist when the CONTRACTOR responds from post locations
12 dictated by the CONTRACTOR's normal stationing of ambulances or system status plan so long as
13 the CONTRACTOR has otherwise adhered to operational and performance standards of the County
14 EMS Policy and Procedure Manual. Any calls so exempted shall be exempt from the inclusion of the
15 determination of compliance with response time requirements herein.

16 6) The required response times under this Agreement are measured from the
17 time CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene of the
18 incident with a fully staffed and equipped emergency ambulance unit. COUNTY provides
19 CONTRACTOR with significant flexibility in CONTRACTOR's methods of providing said services
20 in order to achieve minimum results required under this Agreement. This is based upon
21 CONTRACTOR's commitment to perform to the response time standards required under this
22 Agreement. Therefore, a deficiency or an error by CONTRACTOR in one or more phases of its
23 operations shall not be the basis for the EMS Agency granting an exception to CONTRACTOR for its
24 performance in another phase of its operation (e.g., response time performance). Required response
25 times shall be measured in minutes and seconds, and shall be time stamped by the EMS Agency's
26 computer aided dispatch (CAD) system consistent with the requirements herein. COUNTY and the
27 EMS Agency recognizes that dispatch operations are not a responsibility or under the control of
28 CONTRACTOR. COUNTY and the EMS Agency acknowledge that CONTRACTOR is not to be

1 held responsible for delays that may occur due to dispatching, and the CONTRACTOR acknowledges
2 that the COUNTY EMS Communications Center requires adequate time to process each request (e.g.,
3 time from request received to the time of unit alert). COUNTY agrees to monitor the COUNTY EMS
4 Communications Center to ensure that its dispatch performance remains within the standards
5 developed by COUNTY and the local EMS Agency. The EMS Agency may grant exemptions from
6 response time performance requirements stated herein, on case-by-case basis, for calls where weather
7 conditions, multi-casualty incidents, or other situations beyond the CONTRACTOR's control cause
8 unavoidable delay. All such calls shall be individually examined by the EMS Agency as to system status
9 plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather
10 conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such
11 calls when measuring performance requirements. Exclusion of a call under this paragraph means that a
12 late call which has received approval for an appeal will not count as an on-time response. Therefore, it is
13 excluded from the database for the purpose of fractile performance calculation (i.e., performance
14 measured by fractions of a minute or hour).

15 In order to be eligible for such exemption, the CONTRACTOR shall notify
16 the EMS Agency within a reasonable amount of time of the occurrence. Equipment failure, personnel
17 error, or lack of a nearby ambulance does not constitute grounds for exemption from response time
18 performance requirements.

19 a) Failure to Report "At Scene"

20 In instances when emergency ambulance units fail to report "at
21 scene," the time of the next communications by those units with the COUNTY EMS Communications
22 Center shall be used as the "at scene" time. However, CONTRACTOR may appeal such instances
23 when it can document the actual arrival time through another means (e.g., non-CONTRACTOR first
24 responder communication recording and automatic vehicle locator).

25 i) "At Scene"

26 At scene shall be defined as the moment when an appropriately staffed and equipped ambulance arrives at
27 or within 100 feet of the scene of the incident. In instances where the emergency ambulance unit
28 responds to a location other than the scene (e.g., staging area), arrival "at scene" shall be the time such

1 unit arrives at, or is within one hundred (100) feet of, the designated staging location. The arrival of a
2 non-transport advanced life support (paramedic) unit, alone, will not satisfy the response time standard.
3 Nor will the arrival of a BLS unit, on a call requiring the response of a paramedic ambulance, satisfy the
4 response time standard. However, the combined response of these two (2) types of units would satisfy the
5 response time standard based upon the arrival of both units at the scene. Response time measurement, in
6 such a case, would be based upon the arrival time of the later arriving unit.

7
8 7) Unit Cancelled Prior to Arrival "At Scene"

9 Required response time standards do not apply to instances where
10 CONTRACTOR is cancelled prior to arrival "at scene".

11 8) Performance Indicators for Alerting and Initiating Response

12 The following performance indicators shall be used to evaluate the
13 timeliness of CONTRACTOR's field operations (from time of unit alert to time "at scene") in
14 response to requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch
15 (Priorities 3 and 4). Such performance indicators are not used as standards for enforcing
16 CONTRACTOR's compliance with required response time standards under this Agreement. Rather,
17 they are utilized as a means of determining whether CONTRACTOR meets the criteria for an
18 exception to response time standards and for evaluating the need for more in-depth Quality
19 Improvement review by the EMS Agency and/or CONTRACTOR of CONTRACTOR's services.

20 Crew Response Phase (Priorities 1, 2, 3 and 4)

21 For requests for immediate responses (Priorities 1 and 2) and urgent
22 responses (Priorities 3 and 4), the "Chute Time" is the measurement of elapsed time from "unit alert"
23 to the time that all crewmembers are in the ambulance unit, begin response, and report on radio to the
24 COUNTY EMS Communications Center of "unit enroute." For CONTRACTOR's primary
25 ambulance units, the maximum permissible Chute Time shall be one hundred twenty (120) seconds or
26 less. This performance indicator is a performance measurement of CONTRACTOR's performance
27 separate from any other performance standard in this Agreement.

28 i) "Unit Alert"

Shall be defined as the moment the COUNTY EMS

1 Communications Center alerts CONTRACTOR's emergency ambulance unit for a response.

2 9) Ambulances shall be staffed and equipped at the appropriate response level
3 for the response incident (Advanced Life Support or Basic Life Support). The CONTRACTOR may
4 utilize its own discretion on resource management with regard to advanced life support (paramedic)
5 ambulance units. The CONTRACTOR may operate a *single-tiered system* - utilizing advanced life
6 support (paramedic) ambulance units for all responses or the CONTRACTOR may operate a *multi-tiered*
7 *system* - staffing different types of units with different staffing levels in order to service the various types
8 of responses. The CONTRACTOR has the operational flexibility to operate under either model in order to
9 provide a cost-effective system. However, the CONTRACTOR's obligation to perform its minimum
10 performance requirements under this Agreement to the reasonable satisfaction of the County and the EMS
11 Agency shall not be lessened if CONTRACTOR elects to operate a *multi-tiered system* - that is, the
12 CONTRACTOR shall in any event be responsible to provide an appropriately staffed and equipped
13 ambulance unit to one-hundred percent (100%) requests for services, as defined in the EMS Agency
14 Policy and Procedures.
15

16 The EMS Agency requirement for minimum staffing of advanced life support
17 (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1)
18 currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally
19 certified EMTs.

20 When CONTRACTOR utilizes BLS ambulances as a part of a *multi-tiered system*,
21 and when, in the case of incidents which require the response of an advanced life support (paramedic)
22 ambulance unit, the CONTRACTOR utilizes BLS ambulances in conjunction with non-transport
23 advanced life support (paramedic) units, the following standards shall apply:

- 24 a) Rendezvous between BLS ambulance units and advanced life support
25 (paramedic) units shall be initiated according to the standards described
26 in EMS Policy #510; and
27 b) BLS ambulance personnel shall adhere to EMS Agency Policy and
28 Procedures regarding treatment and the urgency of transport. Patient

1 transport shall not be inappropriately delayed, contrary to EMS Agency
2 Policy and Procedures, in order to wait for the arrival of a non-transport
3 advanced life support (paramedic) unit in order to prevent the levy of
4 liquidated damages regarding a BLS response.

5 c) BLS level ambulances for services under this Agreement shall be
6 equipped and staffed at the BLS-defibrillation level.

7 10) CONTRACTOR shall make (and shall maintain for 180 days) a tape
8 recorded copy of all requests for medical aid through the designated public safety answering point.

9 11) CONTRACTOR shall, consistent with the COUNTY EMS Policies
10 and Procedures, develop, collect, maintain and transmit data regarding its delivery of services
11 hereunder.

12 12) CONTRACTOR shall notify the COUNTY EMS Communications
13 Center immediately upon receipt of calls for medical aid and/or transportation, and attempt to forward
14 medical 911 calls to the COUNTY EMS Communications Center to allow for telephone medical pre-
15 arrival instructions.

16 13) CONTRACTOR shall make and maintain radio contact with the
17 COUNTY EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of
18 tracking, coordinating, and data collection.

19 14) CONTRACTOR agrees to provide an internal quality improvement
20 program, which adheres to the COUNTY EMS Policies and Procedures.

21 7. **EQUIPMENT AND PERSONNEL**

22 CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all
23 items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified
24 personnel as may be necessary to fulfill its obligations under this Agreement. As between the parties
25 hereto, title to all such equipment, apparatus and supplies furnished by CONTRACTOR, under this
26 Agreement shall remain at all times in CONTRACTOR, and personnel assigned by CONTRACTOR
27 to the performance of this Agreement are and shall remain employees or contractors of the
28 CONTRACTOR.

1 **8. INDEPENDENT CONTRACTOR**

2 In order to establish that COUNTY is not a co-employer of CONTRACTOR's officers,
3 agents or employees, the parties agree to the provisions of this Section 8.

4 In performance of the work, duties, and obligations assumed by CONTRACTOR under
5 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
6 CONTRACTOR's officers, agents, and employees, will at all times be acting and performing as an
7 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
8 employee, joint venturer, partner, or associate of the COUNTY. COUNTY shall retain the right to
9 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
10 accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with
11 all applicable provisions of law and the rules and regulations, if any, of governmental authorities
12 having jurisdiction over matters the subject thereof.

13 Because of its status as an independent contractor, CONTRACTOR shall have
14 absolutely no right to employment rights and benefits available to COUNTY employees.
15 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
16 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
17 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
18 including compliance with Social Security, withholding, and all other regulations governing such
19 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
20 providing services to others unrelated to the COUNTY or to this Agreement.

21 **9. CONSIDERATION**

22 A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax
23 measures to provide funds, in order to compensate CONTRACTOR in connection with this
24 Agreement. The only compensation payable by COUNTY to CONTRACTOR for CONTRACTOR's
25 performance of its services under this Agreement is as follows:

26 B. COUNTY shall provide monetary compensation to CONTRACTOR for the
27 satisfactory performance of its services as provided, herein.

1 1) Monetary Compensation

2 a) COUNTY shall pay to CONTRACTOR a monthly lump-payment
3 of One Thousand Four Hundred Six and 25/100 Dollars (\$1,406.25) to assist in estimated dry runs and
4 uncollectible charges. The total maximum monetary compensation payable under this agreement for
5 estimated dry runs and uncollectible charges for each year shall not exceed Sixteen Thousand Eight
6 Hundred Seventy-Five and No/100 Dollars (\$16,875.00).

7 b) The total maximum monetary compensation payable under this
8 agreement shall not exceed Eighty-Four Thousand Three Hundred Seventy-Five and No/100 Dollars
9 (\$84,375.00).

10
11 **10. AUDITS AND INSPECTIONS**

12 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
13 may deem necessary, make available to the COUNTY for examination all of its records and data with
14 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
15 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
16 CONTRACTOR'S compliance with the terms of this Agreement.

17 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
18 subject to the examination and audit of the Auditor General for a period of three (3) years after final
19 payment under contract (Government Code Section 8546.7).

20 **11. INSURANCE**

21 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
22 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
23 following insurance policies or a program of self-insurance, including but not limited to, an insurance
24 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than Two Million
27 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000).

28 This policy shall be issued on a per occurrence basis. County may require specific coverage including

1 completed operations, product liability, contractual liability, Explosion-Collapse-Underground (XCU),
2 fire legal liability or any other liability insurance deemed necessary because of the nature of the
3 contract.

4 B. Automobile Liability

5 Comprehensive Automobile Liability Insurance with a combined single limit of
6 not less One Million Dollars (\$1,000,000) per accident. Coverage should include owned and non-
7 owned vehicles used in connection with this Agreement.

8 C. Professional Liability

9 Professional Liability Insurance (Errors and Omissions) with limits of not less
10 than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
11 aggregate.

12 D. Worker's Compensation

13 A policy of Worker's Compensation insurance as may be required by the
14 California Labor Code.

15 E. Cyber Liability

16 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
17 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and
18 obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited
19 to, claims involving infringement of intellectual property, including but not limited to infringement of
20 copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or
21 destruction of electronic information, release of private information, alteration of electronic information,
22 extortion and network security. The policy shall provide coverage for breach response costs as well as
23 regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to
24 these obligations.

25 Additional Requirements Relating to Insurance

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
3 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
4 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
5 written notice given to COUNTY.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
7 and employees any amounts paid by the policy of worker's compensation insurance required by this
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
9 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
10 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
12 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
14 11867, Fresno, CA 93775, Attn: Contracts Sections – 6th Floor, stating that such insurance coverage
15 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
16 will not be responsible for any premiums on the policies; that for such worker's compensation
17 insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents,
18 and employees any amounts paid under the insurance policy and that waiver does not invalidate the
19 insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
20 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
21 the operations under this Agreement are concerned; that such coverage for additional insured shall
22 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
23 officers, agents and employees, shall be excess only and not contributing with insurance provided
24 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
25 without a minimum of thirty (30) days advance, written notice given to COUNTY.

26 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
27 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
28 this Agreement upon the occurrence of such event.

1 All policies shall be with admitted insurers licensed to do business in the State of
2 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best,
3 Inc. rating of A FSC VII or better.

4 The insurance requirements of this Section 11 shall apply to CONTRACTOR's
5 personnel during their performance of any activity which is the subject of this Agreement, or any
6 amendment hereto, including, but not limited to, their participation in clinical education programs and
7 prehospital experience while assigned to a separate paramedic ground ambulance provider.

8 **12. MUTUAL INDEMNIFICATION**

9 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless
10 COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and
11 EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and
12 judgments of any nature, including attorney fees and court costs, for injury to, and death of, any
13 person, and for injury to any property, including consequential damages of any nature resulting
14 therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of
15 CONTRACTOR, its officers, employees, agents or contractors in performing or failing to perform any
16 services or functions provided for or referred to or in any way connected with any work, services, or
17 functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors under
18 this Agreement. The foregoing clause shall in no way obligate the CONTRACTOR to provide such
19 protection, indemnification, or defense to the extent of acts or omissions by the COUNTY, its officers,
20 employees, agents, or contractors.

21 B. COUNTY agrees to protect, defend, indemnify and hold harmless
22 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all
23 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney's
24 fees and court costs, for injury to, and death of, any persons, and for injury to any property, including
25 consequential damages of any nature resulting therefrom, arising out of, or in any way connected with
26 the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in
27 performing or failing to perform any services or functions provided for or referred to or in any way
28 connected with any work, services, or functions to be performed by COUNTY, its officers, employees,

1 agents or contractors under this Agreement. The foregoing clause shall in no way obligate the
2 COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions by
3 the CONTRACTOR, its officers, employees, agents, or contractors.

4 C. COUNTY agrees to protect, defend, indemnify and hold harmless the
5 CONTRACTOR, its officers, agents and employees, from claims brought by persons CONTRACTOR
6 transports at the request of a peace officer or individual authorized by Welfare and Institutions Code
7 Section 5150 to cause a person to be taken into custody, but only insofar as those claims are based on
8 acts inherent in carrying out the detention of the person as requested by the peace officer or authorized
9 individual. This indemnity shall not extend to claims for negligence in the provision of transportation or
10 to any medical care provided during transport. This section shall in no way obligate the COUNTY to
11 provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or
12 omissions by the CONTRACTOR, its officers, employees, agents, or contractors except as explicitly
13 stated above.

14 D. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and
15 COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to
16 have been suffered by the party to be indemnified, including but not limited to attorney fees and court
17 costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the
18 insurance policies or Central San Joaquin Valley Risk Management Authority (CSJVRMA) Program
19 or self-insurance of the indemnifying party shall have been determined to be applicable to any such
20 damages or claims for damages.

21 **13. TERM OF AGREEMENT**

22 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019
23 through and including June 30, 2022. This Agreement may be extended for two (2) additional
24 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)
25 days prior to the first day of the next twelve (12) month extension period. The Director of the
26 Department of Public Health or his or her designee is authorized to execute such written approval on
27 behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

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1 **14. TERMINATION**

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
3 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
4 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
5 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

6 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
7 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 8 1) An illegal or improper use of funds;
9 2) A failure to comply with any term of this Agreement;
10 3) A substantially incorrect or incomplete report submitted to the COUNTY;
11 4) Improperly performed service.

12 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
13 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
14 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
15 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to
16 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the
17 judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The
18 CONTRACTOR shall promptly refund any such funds upon demand.

19 C. Without Cause - Under circumstances other than those set forth above, this
20 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
21 an intention to terminate to CONTRACTOR.

22 **15. NON-DISCRIMINATION**

23 During the performance of this Agreement, CONTRACTOR shall not unlawfully
24 discriminate against any employee or applicant for employment, or recipient of services, because of
25 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
26 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
27 sexual orientation, military or veteran status, pursuant to all applicable State of California and Federal
28 statutes and regulations.

1 **16. FORCE MAJEURE**

2 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
3 carry out its obligations under this Agreement, that party shall give to the other party hereto prompt
4 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligation of
5 the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during,
6 but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter
7 required to resume performance.

8 B. During any period in which either party hereto is excused from performance by
9 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently,
10 and in good faith take all reasonable action required in order for it to be able to promptly commence or
11 resume performance of its obligations under this Agreement. Without limiting the generality of the
12 foregoing, the party so excused from performance shall, during any such period of Force Majeure, take
13 all reasonable action necessary to terminate any temporary restraining order or preliminary or
14 permanent injunctions to enable it to so commence or resume performance of its obligations under this
15 Agreement.

16 C. The party whose performance is excused due to the occurrence of an event of
17 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
18 required in order for it to be able to commence or resume performance of its obligations under this
19 Agreement.

20 D. “Force Majeure” is defined as an Act of God, act of public enemy, war, and other
21 extraordinary causes not reasonably within the control of either of the parties hereto.

22 **17. GOVERNING LAW**

23 Venue for any action arising out of or related to this Agreement shall only be in Fresno
24 County, California.

25 The rights and obligations of the parties and all interpretations and performance of this
26 Agreement shall be governed in all respects by the laws of the State of California.

27 **18. CONFIDENTIALITY**

28 All services performed by CONTRACTOR under this Agreement shall be in strict

1 conformance with all applicable Federal, State of California and/or local laws and regulations relating
2 to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

3 **19. NOTICES:** The persons and their addresses having authority to give and receive notices
4 under this Agreement include the following:

5 <u>COUNTY</u>	<u>CITY</u>
6 Director, County of Fresno	City of Sanger
7 Department of Public Health	Attn: City Manager
P.O. Box 11867	1700 7 th Street
Fresno, CA 93775	Sanger, CA 93657

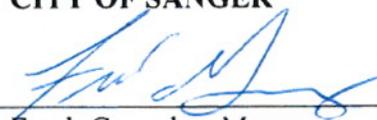
8 All notices between the COUNTY and CONTRACTOR provided for or permitted
9 under this Agreement must be in writing and delivered either by personal service, by first-class United
10 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
11 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
12 United States mail is effective three COUNTY business days after deposit in the United States mail,
13 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
14 is effective one COUNTY business day after deposit with the overnight commercial courier service,
15 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A
16 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if
17 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to
18 be effective at the next beginning of a COUNTY business day), provided that the sender maintains a
19 machine record of the completed transmission. For all claims arising out of or related to this Agreement,
20 nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures
21 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the
22 Government Code, beginning with section 810).

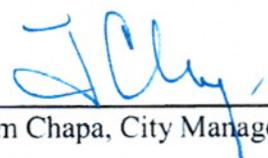
23 **20. MODIFICATION:** Any matters of this Agreement may be modified from time to
24 time by the written consent of all the parties without, in any way, affecting the remainder.

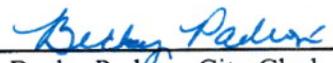
25 **21. NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this
26 Agreement nor their rights or duties under this Agreement without the prior written consent of the other
27 party.
28

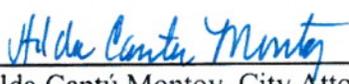
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3
4 **CITY OF SANGER**

5 
6 _____
7 Frank Gonzalez, Mayor

8 
9 _____
10 Tim Chapa, City Manager

11 
12 _____
13 Becky Padron, City Clerk

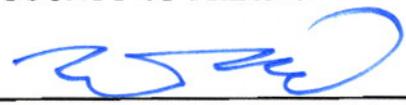
14 
15 _____
16 Hilda Cantú Montoy, City Attorney

17 1700 7th Street
18 Sanger, CA 93657

19
20
21
22 **FOR ACCOUNTING USE ONLY:**

23
24 Fund: 0001
25 Subclass: 10000
26 ORG No.: 56201695
27 Account No.: 7295
28

COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

Exhibit A

Fresno County Ambulance Service Area Zone I Description

1. Beginning at the intersection of N. McCall Avenue and Ashlan Avenue.
2. Proceed south along N. McCall Avenue to the intersection N. McCall Avenue and State Highway 180/Kings Canyon.
3. Proceed west on State Highway 180/Kings Canyon to the intersection of State Highway 180/Kings Canyon and N. DeWolf Avenue.
4. Proceed south on N. DeWolf Avenue to the intersection of S. DeWolf and the E. American Avenue.
5. Proceed east on E. American Avenue to the intersection of E. American Avenue and S. McCall Avenue.
6. Proceed south on S. McCall Avenue to the intersection of S. McCall Avenue and E. Jefferson Avenue.
7. Proceed east on E. Jefferson Avenue to the intersection of E. Jefferson Avenue and S. Academy Avenue.
8. Proceed south on S. Academy Avenue to the intersection of S. Academy Avenue and E. Adams Avenue.
9. Proceed east on E. Adams Avenue to the intersection of E. Adams Avenue and S. Newmark Avenue.
10. Proceed northeasterly in a straight line from the intersection of E. Adams Avenue and S. Newmark Avenue to the intersection of MacDough Avenue and MacDonugh Avenue (north of Goodfellow Avenue where Macdough Avenue makes a right hand turn).
11. Proceed north in a straight line from the intersection of MacDough Avenue and MacDonugh Avenue (north of Goodfellow Avenue) to a point where MacDonough Avenue intersects with Watts Valley Road.

12. Proceed southwest along Watts Valley Road to the intersection of Watts Valley Road and E Ashlan Avenue.
13. Proceed West along E Ashlan Avenue to the intersection of E Ashlan Avenue and N McCall Avenue.

Exhibit A Fresno County Ambulance Service Area Zone I

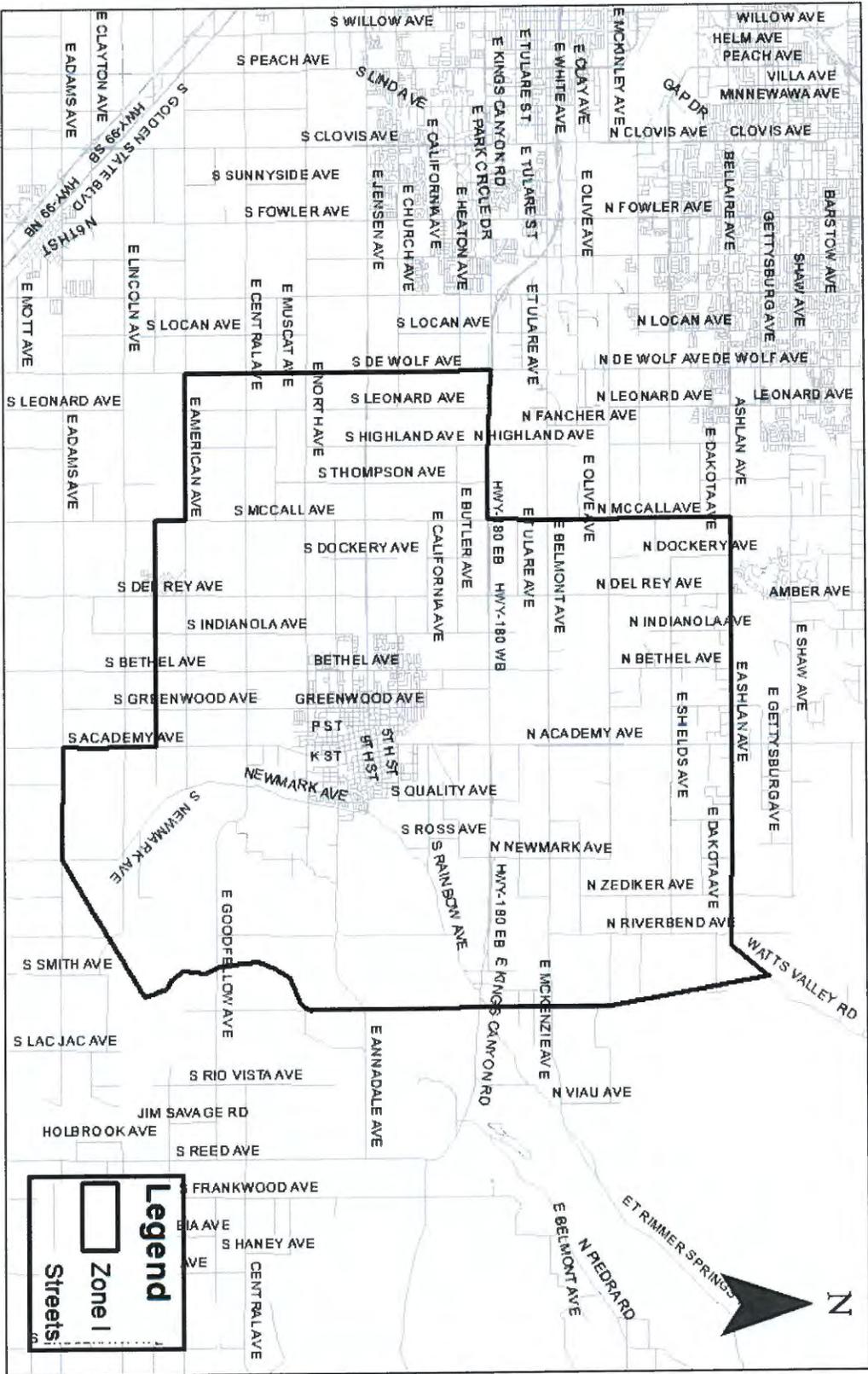


Exhibit B

Fresno County Ambulance Service Area Zone I Metropolitan Response Area Description

1. Beginning at the point where E. Kings Canyon Road and N. Del Rey Avenue intersect.
2. Proceed south along N. Del Rey Avenue to the intersection of N. Del Rey Avenue and E. Central Avenue.
3. Proceed east along E. Central Avenue to the intersection of E. Central Avenue and S. Bethel Avenue.
4. Proceed south along S. Bethel Avenue to the intersection of S. Bethel Avenue and the E. American Avenue.
5. Proceed east along E. American Avenue to the intersection of the E. American Avenue alignment and the S. Riverbend Avenue alignment.
6. Proceed north along the S. Riverbend Avenue alignment to the intersection of S. Riverbend Avenue and E. Annadale Avenue.
7. Proceed west along E. Annadale Avenue to the intersection of E. Annadale Avenue and the S. Zediker Avenue alignment.
8. Proceed north along the S. Zediker Avenue alignment to the intersection of the S. Zediker Avenue alignment and E. Kings Canyon Road.
9. Proceed west along E. Kings Canyon Road to the point of origin.

Exhibit C

Fresno County Ambulance Service Area Zone I Rural Response Area Description

The Rural Response Area includes the area within the Fresno County Ambulance Service Area Zone I (Exhibit A) excluding the areas identified as the Metropolitan Response Area (Exhibit B).

Exhibit D - Response Time Performance Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	9 minutes	90%	Monthly
Metro Zone	3	20 minutes	90%	Monthly
Rural Zone	1 & 2	20 minutes	90%	Quarterly
Rural Zone	3	30 minutes	90%	Quarterly
All Zones	4	20 minutes	90%	Monthly
All Zones	5	30 minutes	90%	Monthly