

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF SELMA**, a Municipal Corporation, whose address is 1710 Tucker, Selma, California, 93662, hereinafter referred to as "CONTRACTOR" and collectively referred to as the "Parties."

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, CONTRACTOR is capable of providing emergency ambulance services to persons needing such services within the boundaries of Fresno County Ambulance Zone G; and

WHEREAS, CONTRACTOR is contracting hereunder prehospital emergency medical services pursuant to the terms of this Agreement within said Zone G.

NOW, THEREFORE, the Parties 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, implement and evaluate an emergency medical services system for and within 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 COUNTY's Department of Public Health has the authority set forth in Health and Safety Code Section 1798. CONTRACTOR agrees that it 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 #"). Neither the fact that this Agreement is entered into nor anything contained in this Agreement shall be construed as an admission by either Party hereto restricting CONTRACTOR's legal authority, if any, to plan, implement, and operate

1 within or without its corporate boundaries a system of emergency medical services (including, but not
2 limited to, ambulance services) independent of COUNTY's authorization or approval.

3 **2. DUTIES OF CONTRACTOR**

4 A. CONTRACTOR shall be responsible for furnishing services, equipment and
5 materials, as hereinafter set forth, in order to provide emergency medical services to persons in need
6 thereof within the incorporated boundaries of the City of Selma and that certain portion of the
7 unincorporated area of Fresno County, together known as Fresno County Ambulance Service Zone G,
8 as shown in Exhibit "A," attached hereto and incorporated herein by reference.

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

11 C. CONTRACTOR shall assure that all calls received by the City of Selma PSAP
12 (Public Safety Answering Point) for medical assistance are transferred directly to the COUNTY's
13 centralized ambulance dispatch facility.

14 D. CONTRACTOR agrees to meet performance standards and requirements as
15 further discussed in Section 6 of this Agreement.

16 **3. DUTIES OF COUNTY**

17 A. COUNTY shall operate a central dispatching facility and shall, on a non-
18 exclusive basis, provide the primary dispatch of all calls for emergency medical care and ambulance
19 services within the area set forth in Exhibit "A" to the CONTRACTOR in accordance with COUNTY
20 EMS Policies and Procedures.

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

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

28 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,

COUNTY is not restricted by reason of this Agreement from entering into an agreement for services that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with an entity other than CONTRACTOR for the provision of emergency medical services within the same geographic area as described in Exhibit "A." COUNTY shall notify CONTRACTOR of any proposal to enter into such an agreement with any other entity prior to award of such agreement.

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

a) The use of COUNTY communications infrastructure for EMS Med Channels, as provided herein.

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

4. QUALIFICATION OF CONTRACTOR

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

5. AREA SERVED

CONTRACTOR shall provide emergency medical services, on a non-exclusive basis, upon dispatch by COUNTY and/or upon direct call to Selma's Fire or Police Department to any location or incident within the territory of Fresno County Ambulance Service Zone Area G (herein

1 “Area G”) as shown in Exhibit “A.” In addition, upon request of the COUNTY EMS
2 Communications Center, or other appropriate dispatching/requesting agency (as defined by COUNTY
3 EMS Policies and Procedures), CONTRACTOR shall, to the extent consistent with its primary
4 responsibility to provide emergency medical services on a non-exclusive basis, in the area of Exhibit
5 “A,” render all reasonable prehospital “mutual aid” to those providers of emergency medical services
6 operating within the adjacent Service Zone Areas in order to ensure that timely emergency medical
7 services are rendered to persons in need of such services within those areas.

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

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

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

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

24 B. Response Areas and Performance Standards:

25 1) Metropolitan Response Area

26 The Metropolitan Response Area is defined as that area within the
27 corporate limits of the City of Selma as now or hereafter amended plus an area within one (1) statutory
28 mile of said corporate limits, which is initially described in Exhibit “B”, attached hereto and

1 incorporated herein by this reference.

2 2) Rural Response Area

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

6 3) Response Time Performance Standards

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

9 4) The required response times under this Agreement are measured from the
10 time CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene of the
11 incident with a fully staffed and equipped emergency ambulance unit. COUNTY provides
12 CONTRACTOR with significant flexibility in CONTRACTOR's methods of providing said services
13 in order to achieve minimum results required under this Agreement. This is based upon
14 CONTRACTOR's commitment to perform to the response time standards required under this
15 Agreement. Therefore, a deficiency or an error by CONTRACTOR in one or more phases of its
16 operations (e.g., vehicle deployment plan and basing model, and vehicle maintenance) shall not be the
17 basis for the EMS Agency granting an exception to CONTRACTOR for its performance in another
18 phase of its operation (e.g., response time performance). Required response times shall be measured
19 in minutes and seconds, and shall be time stamped by the EMS Agency's computer aided dispatch
20 (CAD) system consistent with the requirements herein.

21 COUNTY and the EMS Agency recognizes that dispatch operations are
22 not a responsibility or under the control of CONTRACTOR. COUNTY and the EMS Agency
23 acknowledge that CONTRACTOR is not to be held responsible for delays that may occur due to
24 dispatching, and the CONTRACTOR acknowledges that the COUNTY EMS Communications Center
25 requires adequate time to process each request (e.g., time from request received to the time of unit
26 alert). COUNTY agrees to monitor the COUNTY EMS Communications Center to ensure that its
27 dispatch performance remains within the standards developed by COUNTY and the local EMS
28 Agency.

1 The EMS Agency may grant exemptions from response time performance
2 requirements stated herein, on case-by-case basis, for calls where weather conditions, multi-casualty
3 incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such calls
4 shall be individually examined by the EMS Agency as to system status plan and staffing levels,
5 dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the
6 circumstances warrant, the EMS Agency may authorize the exclusion of such calls when measuring
7 performance requirements under Section 6.B, herein. Exclusion of a call under this paragraph means
8 that a late call which has received approval for an appeal will not count as an on-time response.
9 Therefore, it is excluded from the database for the purpose of fractile performance calculation (*i.e.*,
10 performance measured by fractions of a minute or hour).

11 In order to be eligible for such exemption, the Contractor shall notify the
12 EMS Agency within a reasonable amount of time of the occurrence. Equipment failure, personnel
13 error, or lack of a nearby ambulance does not constitute grounds for exemption from response time
14 performance requirements.

15 a) Failure to Report "At Scene"

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

21 b) Unit Cancelled Prior to Arrival "At Scene"

22 Required response time standards do not apply to
23 instances where CONTRACTOR is cancelled prior to arrival at scene.

24 i) "At Scene"

25 Shall be defined as the moment when the assigned
26 emergency ambulance unit is physically at or within one hundred (100) feet of the scene. In instances
27 where the emergency ambulance unit responds to a location other than the scene (*e.g.*, staging area),
28 arrival "at scene" shall be the time such unit arrives at, or is within one hundred (100) feet of, the

designated staging location.

5) Performance Indicators for Alerting and Initiating Response

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

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

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

i) "Unit Alert"

Shall be defined as the moment the COUNTY EMS Communications Center alerts CONTRACTOR's emergency ambulance unit for a response.

- 6) Ambulances shall be staffed and equipped at the appropriate response level for the response incident (Advanced Life Support or Basic Life Support). The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a *single-tiered system* - utilizing advanced life support (paramedic) ambulance units for all responses or the Contractor may operate a *multi-tiered system* - staffing different types of units with

1 different staffing levels in order to service the various types of responses.
2 The Contractor has the operational flexibility to operate under either
3 model in order to provide a cost-effective system. However, the
4 Contractor's obligation to perform its minimum performance
5 requirements under this Agreement to the reasonable satisfaction of the
6 County and the EMS Agency shall not be lessened if Contractor elects to
7 operate a *multi-tiered system* - that is, the Contractor shall in any event be
8 responsible to provide an appropriately staffed and equipped ambulance
9 unit to one-hundred percent (100%) requests for services, as defined in
10 the EMS Agency Policy and Procedures.

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

15 The utilization of BLS ambulances as a part of a *multi-tiered system*, and, in the
16 case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the
17 Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic)
18 units, the following standards shall apply:

- 19 a) Rendezvous between BLS ambulance units and advanced life support
20 (paramedic) units shall be initiated according to the standards described in
21 EMS Policy #510; and
- 22 b) Such BLS ambulance personnel shall adhere to EMS Agency Policy and
23 Procedures regarding treatment and the urgency of transport. Patient transport
24 shall not be inappropriately delayed, contrary to EMS Agency Policy and
25 Procedures, in order to wait for the arrival of a non-transport advanced life
26 support (paramedic) unit in order to prevent the levy of liquidated damages
27 regarding a BLS response.
- 28 c) BLS level ambulances for services under this Agreement shall be equipped

and staffed at the BLS-defibrillation level.

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

8) CONTRACTOR shall, consistent with COUNTY EMS Policies and Procedures, develop, collect, maintain and transmit to COUNTY data regarding its delivery of services hereunder.

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

10) CONTRACTOR shall make and maintain contact with the COUNTY EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of tracking and data collection.

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

7. EQUIPMENT AND PERSONNEL

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

8. INDEPENDENT CONTRACTOR

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

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of

1 CONTRACTOR's officers, agents, employees, and independent contractors, will at all times be acting
2 and performing as an independent contractor, and shall act in an independent capacity and not as an
3 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY, regardless of
4 the nature and extent of the acts performed by them. COUNTY shall not assume any liability under
5 any employer's liability law or any other law on account of any act of CONTRACTOR'S officers,
6 agents, employees and independent contractors performing any activity in connection with this
7 Agreement or traveling to or from hospital sites (as the case may be). COUNTY shall retain the right
8 to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
9 accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with
10 all applicable provisions of law and the rules and regulations, if any, of governmental authorities
11 having jurisdiction over matters the subject thereof.

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

20 **9. CONSIDERATION**

21 A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax
22 measures to provide funds, in order to compensate CONTRACTOR in connection with this
23 Agreement. COUNTY shall have no obligation to compensate CONTRACTOR for services
24 performed under this Agreement other than as stated in this Section 9. The only compensation
25 payable by COUNTY to CONTRACTOR for CONTRACTOR's performance of services under this
26 Agreement is as follows:

27 B. COUNTY shall provide both monetary and non-monetary compensation to
28 CONTRACTOR for the satisfactory performance of its services as provided, herein.

1) Monetary Compensation

a) Year One

COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand Six Hundred Eighty-seven and 50/100 Dollars (\$1,687.50) for estimated dry runs and uncollectible charges. The total maximum monetary compensation payable under this agreement for the period of July 1, 2017 through June 30, 2018 shall not exceed Twenty Thousand Two Hundred Fifty and No/100 Dollars (\$20,250.00).

b) Year Two

COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand One Hundred Twenty-five and No/100 Dollars (\$1,125.00) for the period of July 1, 2018 through June 30, 2019 for estimated dry runs and uncollectible charges. The total maximum monetary compensation payable under this agreement for the period of July 1, 2018 through June 30, 2019 shall not exceed Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00).

c) The total maximum monetary compensation payable under the Agreement, for the period of July 1, 2017 through June 30, 2019, shall not exceed Thirty-three Thousand Seven Hundred Fifty and No/100 Dollars (\$33,750.00).

d) In consideration for such monetary compensation, CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for authorized runs which CONTRACTOR has been unable to collect payment upon after they become past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set forth in COUNTY EMS Policy #205, and which accounts came into existence due to CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of emergency ambulance service, or both. The Parties agree that CONTRACTOR will follow the billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY shall have the discretion to pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY

1 shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to
2 CONTRACTOR any portion of such revenues collected.

3 C. COUNTY shall have no obligation to compensate CONTRACTOR for
4 services under this Agreement other than as stated above. The Parties agree that the amounts stated
5 above are inclusive of and fulfill any obligation COUNTY may have, if any, presently or at any time
6 during each annual period (fiscal year) during the term of this Agreement, to compensate, reimburse,
7 or otherwise pay CONTRACTOR for emergency medical services provided to medically-indigent
8 persons.

9 **10. AUDITING**

10 COUNTY shall have the right to review any and all books, accounts, financial and
11 accounting records, bills and the like of CONTRACTOR relating to services provided under this
12 Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY for at least a
13 three (3) year period from final payment under this Agreement, all of the documents and records
14 described above.

15 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
16 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of
17 three (3) years after final payment under contract (Government Code Section 8546.7).

18 **11. INSURANCE**

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

23
24 A. Commercial General Liability

25 Commercial General Liability Insurance with limits of not less than One Million
26 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
27 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific
28 coverage including completed operations, product liability, contractual liability, Explosion-Collapse-

Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

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

C. Professional Liability

Professional Liability Insurance (Errors and Omissions) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

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

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR signs this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and

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

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

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

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

17 **12. MUTUAL INDEMNIFICATION**

18 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless COUNTY,
19 its elective and appointive boards, officers, agents, employees, local EMS Agency, and EMS Medical
20 Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and judgments of any
21 nature, including attorney fees and court costs, for injury to, and death of, any person, and for injury to any
22 property, including consequential damages of any nature resulting therefrom, arising out of, or in any way
23 connected with any acts or omissions by, or on behalf of CONTRACTOR, its officers, employees, agents
24 or contractors (specifically including American Ambulance as further discussed in Section 18 of this
25 Agreement) in performing or failing to perform any services or functions provided for or referred to or in
26 any way connected with any work, services, or functions to be performed by CONTRACTOR, its officers,
27 employees, agents, or contractors (including American Ambulance) under this Agreement. The foregoing
28

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

3 B. COUNTY agrees to protect, defend, indemnify and hold harmless
4 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all
5 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including reasonable
6 attorney's fees and court costs, for injury to, and death of, any persons, and for injury to any property,
7 including consequential damages of any nature resulting therefrom, arising out of, or in any way
8 connected with the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or
9 contractors in performing or failing to perform any services or functions provided for or referred to or
10 in any way connected with any work, services, or functions to be performed by COUNTY, its officers,
11 employees, agents or contractors under this Agreement. The foregoing clause shall in no way obligate
12 the COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions
13 by the CONTRACTOR, its officers, employees, agents, or contractors.

14 C. 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 Risk Management Authority Program or self-insurance of the indemnifying party
19 shall have been determined to be applicable to any such damages or claims for damages.

20 **13. TERM OF AGREEMENT**

21 This Agreement shall become effective on the 1st day of July, 2017, and shall terminate
22 on the 30th day of June, 2019.

23 **14. TERMINATION OF AGREEMENT**

24 Either Party hereto may terminate this Agreement at any time without cause upon ninety
25 (90) days written notice to the other Party. Prior to giving such notice, the terminating Party shall
26 notify the other Party of its intention to terminate and shall allow the other Party an opportunity to
27 appear before the COUNTY's Board of Supervisors or CONTRACTOR's City Council, as applicable,
28 concerning such notice of termination.

1 The terms of this Agreement, and the services to be provided thereunder, are contingent
2 on the approval of funds by the COUNTY's Board of Supervisors. Should sufficient funds not be
3 allocated by COUNTY, the services provided may be modified, or this Agreement terminated at any
4 time by COUNTY giving the CONTRACTOR thirty (30) days advance written notice.

5 Either Party hereto may terminate this Agreement at any time for cause for the other
6 Party's material breach of its obligations affecting the public health and safety if not less than ten (10)
7 days advance, written notice has been given to the other Party and such breach remains uncured. The
8 Party receiving said notice may respond to said notice and any charges contained therein within the ten
9 (10) day period.

10 In the event of termination, each Party shall be responsible for complying with all laws
11 applicable to them, if any, respecting reduction or termination of medical services.

12 **15. FORCE MAJEURE**

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

19 B. During any period in which either Party hereto is excused from performance by
20 reason of the occurrence of an event of Force Majeure, the Party so excused shall promptly, diligently,
21 and in good faith take all reasonable action required in order for it to be able to promptly commence or
22 resume performance of its obligations under this Agreement. Without limiting the generality of the
23 foregoing, the Party so excused from performance shall, during any such period of Force Majeure,
24 take all reasonable action necessary to terminate any temporary restraining order or preliminary or
25 permanent injunctions to enable it to so commence or resume performance of its obligations under this
26 Agreement.

27 C. The Party whose performance is excused due to the occurrence of an event of
28 Force Majeure shall, during such period, keep the other Party hereto notified of all such actions

1 required in order for it to be able to commence or resume performance of its obligations under this
2 Agreement.

3 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
4 extraordinary causes not reasonably within the control of either of the Parties hereto.

5 **16. GOVERNING LAW**

6 For the purposes of venue, performance of this Agreement shall be in Fresno County,
7 California. The rights and obligations of the Parties and all interpretation and performance of this
8 Agreement shall be governed in all respects by the laws of the State of California.

9 **17. ENTIRE AGREEMENT**

10 The Parties agree that all of the terms of this Agreement shall be binding upon them,
11 and their successors-in-interest, assigns and legal representatives, and that together these terms
12 constitute the entire agreement of the Parties with respect to the subject matter hereof. This
13 Agreement supersedes all previous negotiations, proposals, commitments, writings, understandings
14 and agreements of any nature whatsoever concerning the subject matter hereof unless expressly
15 included in this Agreement. No variation or modification of this Agreement and no waiver of any of
16 its provisions or conditions shall be valid unless in writing and signed by an authorized agent or
17 officer of the Parties. This Agreement may not be assigned by CONTRACTOR or COUNTY without
18 the written consent of the other Party. CONTRACTOR shall not delegate, subcontract, assign, or
19 transfer any of its duties hereunder without the written consent of the COUNTY.

20 **18. SUBCONTRACTORS**

21 For the existing term of this Agreement, CONTRACTOR may subcontract with American
22 Ambulance for provision of non-exclusive emergency medical services in Fresno County Ambulance Zone
23 G. CONTRACTOR shall be responsible for such subcontractor's performance, and CONTRACTOR
24 shall remain the sole point of contact in the provision of services under this Agreement.
25 CONTRACTOR shall continue to be responsible for all obligations, duties, requirements and
26 performance standards under this agreement. CONTRACTOR assumes all risks of American Ambulance's
27 performance of the agreement, and that CONTRACTOR will defend, indemnify, and hold County
28 harmless, in accordance with Section 12 of the Agreement, from any and all claims, suits, liabilities,

1 expenses, costs, damages and judgments of any nature, including attorney fees and court costs resulting
2 from American Ambulance's performance. CONTRACTOR shall not subcontract with any subcontractors
3 except for American Ambulance as indicated herein, without the prior written consent of the COUNTY.

4 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and
5 year first hereinabove written.

COUNTY OF FRESNO:

By: [Signature]
Chairman, Board of Supervisors

Date: June 6, 2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: Rose Cuyler, Deputy

Date: June 6, 2017

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By: [Signature]

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By: [Signature]

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: [Signature]
David Pomaville, Director
Department of Public Health
as the designated EMS Agency

CITY OF SELMA:

By: [Signature]
Mayor Michael Derr

Date: 05/01/2017

By: [Signature]
City Clerk Reyna Rivera

Date: 05/01/2017

APPROVED AS TO LEGAL FORM:
SELMA CITY ATTORNEY

By: [Signature]
Neal E. Costanzo

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: [Signature]
David Elias, City Manager

Mailing Address:
1710 Tucker
Selma, CA 93662

Fund/Subclass: 0001/10000
Organization: 56201695
Account: 7295

Exhibit A

Fresno County Ambulance Service Area
Zone G
Description

1. Beginning at the intersection of E. American Avenue and State Highway 99.
2. Proceed south along State Highway 99 to the intersection of State Highway 99 and E. Adams Avenue.
3. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. Maple Avenue.
4. Proceed south along S. Maple Avenue to the intersection of S. Maple Avenue and E. South Avenue.
5. Proceed east along E. South Avenue to the intersection of E. South Avenue and S. East Avenue.
6. Proceed south along S. East Avenue to the intersection of S. East Avenue and E. Elkhorn Avenue.
7. Proceed east along E. Elkhorn Avenue to the intersection of E. Elkhorn Avenue and S. Clovis Avenue.
8. Proceed north along S. Clovis Avenue to the intersection of E. Conejo Avenue.
9. Proceed east along E. Conejo Avenue to the intersection of E. Conejo Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View and S. Smith Avenue.
12. Proceed north along S. Smith Avenue to the intersection of S. Smith Avenue and E. Floral Avenue.
13. Proceed west along E. Floral Avenue to the intersection of E. Floral Avenue and S. Mendocino Avenue.

14. Proceed north along S. Mendocino Avenue to the intersection of S. Mendocino Avenue and E. Adams Avenue.
15. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. McCall Avenue.
16. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. American Avenue.
17. Proceed west along E. American Avenue to the point of origin.

[illegible]

Exhibit B

Fresno County Ambulance Service Area Zone G Metropolitan Response Area Description

1. Beginning at the intersection of E. Parlier Avenue and S. DeWolf Avenue.
2. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Manning Avenue.
3. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Temperance Avenue.
4. Proceed south along S. Temperance Avenue to the intersection of S. Temperance Avenue and E. Rose Avenue.
5. Proceed east along E. Rose Avenue to the intersection of E. Rose Avenue and S. DeWolf Avenue.
6. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Saginaw Avenue.
7. Proceed east along E. Saginaw Avenue to the intersection of E. Saginaw Avenue and the S. Leonard Avenue alignment.
8. Proceed south along the S. Leonard Avenue alignment to the intersection of S. Leonard Avenue alignment and E. Caruthers Avenue.
9. Proceed east along E. Caruthers Avenue to the intersection of E. Caruthers Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View Avenue and S. Bethel Avenue.
12. Proceed north along S. Bethel Avenue to the intersection of S. Bethel Avenue and E. Manning Avenue.

13. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Del Rey Avenue.
14. Proceed north along S. Del Rey Avenue to the intersection of S. Del Rey Avenue and E. Parlier Avenue.
15. Proceed west along E. Parlier Avenue to the point of origin.

Fresno County Ambulance Service Area
Zone G
Metropolitan Response Area

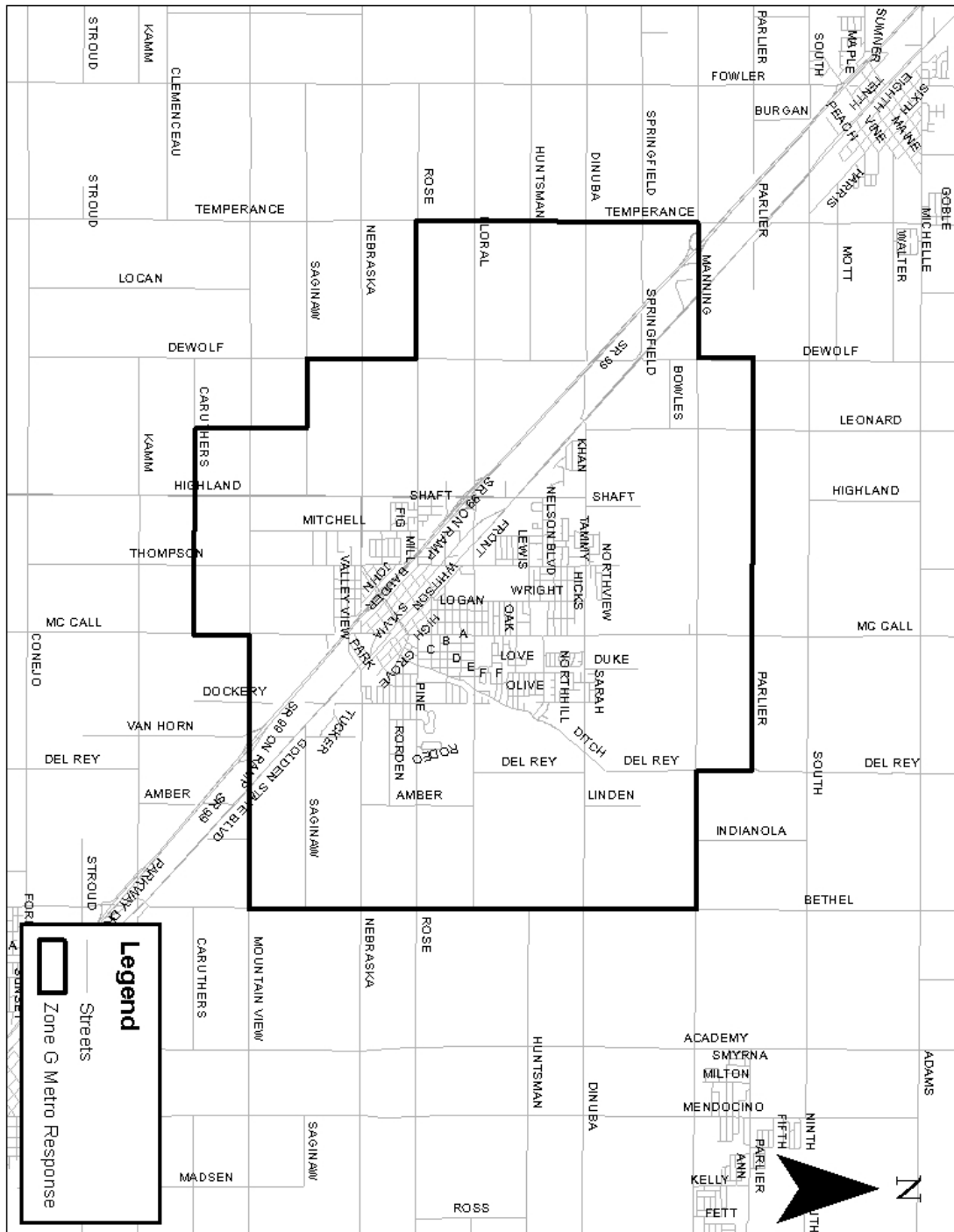


Exhibit C

Fresno County Ambulance Service Area Zone G Rural Response Area Description

The Rural Response Area includes the area within the Fresno County Ambulance Service Area Zone G (Exhibit A), excluding the area 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	10 minutes	95%	Monthly
Metro Zone	3 & 4	20 minutes	95%	Monthly
Metro Zone	5	30 minutes	95%	Monthly
Rural Zone	1 & 2	20 minutes	95%	Quarterly
Rural Zone	3 & 4	30 minutes	95%	Quarterly
Rural Zone	5	40 minutes	95%	Quarterly