

## **AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICE**

THIS AGREEMENT ("Agreement") is entered into between the County of Marin (County) and the Sonoma County Fire District ("Contractor") for the provision of Advanced Life Support (ALS) Ambulance transportation services within the areas defined below. This agreement supersedes any existing earlier agreement and all of its amendments.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **SECTION 1. Definition of Terms**

- 1.1 The terms used throughout this Agreement use the definitions set forth in Appendix "A"

#### **SECTION 2. Term**

- 2.1 The term of this Agreement shall commence on September 1, 2022, and the service provided for herein shall continue until December 31, 2027, unless terminated sooner pursuant to the provisions set forth herein.
- 2.2 This Agreement shall be automatically renewed for an additional two-year term, commencing on January 1, 2028, unless either party gives notice of intent not to renew one hundred eighty (180) days prior to the expiration of the current term.

#### **SECTION 3. Services to Be Rendered**

- 3.1 Upon receipt of verbal authorization through current Marin County Communications and a notification is made to Sonoma County Communications, the Contractor shall, provide the services described below within the jurisdiction of the Marin County Fire Departments Tomales response zones which is contained within those areas of Paramedic Service Area E as described in Appendix "B" attached, and incorporated herein by reference as if fully set forth. Contractor shall provide service in accordance with all policies and procedures contained in the Coastal Valleys Emergency Medical Services Policy and Procedure Manual, in its current form and as periodically updated.
- 3.2 Contractor shall provide ALS ambulance transport services for incidents that occur within the jurisdiction in Appendix "B" of the Tomales Fire Station when Contractor is able to secure the personnel resources necessary to staff an ambulance. Contractor will provide ALS ambulance transport services to other areas outside of their jurisdiction upon the request of County as a closest resource.

#### **SECTION 4. Insurance**

- 4.1 General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

#### 4.2 Auto Liability

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million (\$1,000,000.00).

#### 4.3 Workers Compensation

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor's volunteers are not covered by California Workers' Compensation insurance, County requires that the volunteers are covered by disability insurance.

Evidence of the required insurance shall be furnished the county prior to the commencement of this agreement.

### **SECTION 5. Indemnification**

- 5.1 Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of Contractor in the performance of this Agreement. County agrees to indemnify, defend and save harmless Contractor, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of County in the performance of this Agreement.

### **SECTION 6. Compensation and Additional Terms**

- 6.1 Contractor shall be paid \$50,000 annually from Marin County Fire Department for said service and an additional \$15,000 annually to cover any transport where your billing service is unable to collect from transport. This payment will be paid by January 31<sup>st</sup> of each year. This agreement includes a COLA 3% annually with the first escalator to start January 1, 2024.

- 6.2 Contractor will only bill for patients that were treated/released at the scene or received transportation by the Contractor to a Hospital. Dry Run events are not billable.
- 6.4 If a patient and/or their insurance are delinquent, County shall not be responsible for payment to Contractor.

## **SECTION 7. Status of Contractor**

- 7.1 It is expressly understood that in the performance of the services herein, Contractor is an independent contractor and shall not be deemed an agent, servant, or employee of the County when acting under the terms of this agreement. Nor is this agreement to be construed as a partnership, joint powers, or association of the County. Contractor shall be solely liable and responsible to pay all required taxes, withholdings and other obligations, including, but not limited to, Worker's Compensation, withholding and FICA.

## **SECTION 8. General Provisions**

- 8.1 Contractor understands and agrees that the scope of the services to be provided pursuant to this Agreement can and shall be performed in a manner compatible with the standards of care associated with the nature of services provided by Contractor hereunder. Contractor specifically warrants that Contractor possesses, or will possess prior to initiation of operation, and maintains all necessary and required licenses and permits to provide the duties, responsibilities and services contracted for.
- 8.2 The Coastal Valleys Emergency Medical Services Policy and Procedures Manual (EMS Manual) shall guide the performance of Contractor's personnel when operating under this Agreement. Copies shall be maintained by Contractor, including revisions as they take place. Contractor shall ensure that drivers and attendants are familiar with contents of the EMS Manual, as regularly updated and amended. Contractor shall not enact policies or procedures in conflict with the EMS Manual and shall have the opportunity to review and provide input during the formulation of those policies.
- 8.3 The Emergency Medical Services Regulations and Local policy and procedures may be modified to conform to the changes in Federal or State regulations. Notice of modification shall be mailed to the Contractor ninety (90) days prior to the effective date of said statutes unless such statutes are urgency measures. Contractor will have ninety (90) days from time of notification to institute changes unless a different time frame is agreed upon by both parties in writing.
- 8.4 Contractor shall make vehicles and records available for inspection as required by the County or the Marin County EMS Agency.

## **SECTION 9. Default**

9.1 Subject to any extensions of time by mutual consent of the parties in writing, any failure of either party to timely perform any material obligation of this Agreement shall constitute an event of default as to that party, if (i) such defaulting party does not cure such failure within thirty (30) days following receipt of written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the party giving notice.

9.2 Any notice of default given hereunder shall be served on the other party and shall specify in detail the nature of the failure(s) in performance which the noticing party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

9.3 Failure of a party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting party to terminate this Agreement in accordance with the termination provisions set forth below and/or to pursue all other remedies available under law and/or equity.

9.4 If provisions of the Agreement are violated by Contractor in a manner that is reasonably likely to present a danger to the public health and safety, County shall notify Contractor's management representative of the violation by telephone and in writing, with a copy of the notification sent to the Emergency Medical Services Program Administrator in the Marin County Department of Health and Human Services. If Contractor fails to correct the violation within three days after receipt of written notice, County may suspend this Agreement until such violation has been corrected. The decision of the County as to the existence of an Agreement violation of the type described in this paragraph and its resolution shall be final.

## **SECTION 10. Termination**

10.1 The term of this Agreement shall be as set forth in Section 2, above, unless earlier terminated as set forth below.

10.2 Either party may terminate this Agreement prior to December 31, 2027, for any reason, provided the terminating party gives written notice of termination ("termination notice") at least one hundred eighty days (180) in advance of the date the termination is effective, and the procedures for termination have been completed as set forth in this section

## **SECTION 11. Subcontracting and Assignability**

11.1 County understands and accepts that Contractor currently subcontracts some of its ambulance services to be provided under this Agreement.

## **SECTION 12. Conflict of Interest**

12.1 Contractor warrants and covenants that Contractor presently has no interest in, nor shall any interest be hereinafter acquired in any matter which will render the services required under the provisions of this Agreement, a violation of any applicable state, local or federal law. Contractor further warrants that no officer or employee of the County has influenced or participated in a decision to award this Agreement which has or may confer on Contractor a benefit in which such employee or officer may have an interest, pecuniary or otherwise in a manner which would violate State law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, Contractor shall promptly notify County of the existence of such conflict of interest or violation so that the County may determine whether to terminate this Agreement.

## **SECTION 13. Equal Opportunity/Non-Discrimination**

13.1 Contractor shall comply with the equal opportunity and non-discrimination provisions of all applicable state, federal and local laws, statutes and ordinances.

## **SECTION 14. Waiver**

14.1 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

## **SECTION 15. Severability**

15.1 If any section or subsection of this Agreement should be held invalid by operation of law or by any section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

## **SECTION 16. Merger**

16.1 This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Any agreements or representations among the parties hereto, regarding the said subject matter, not expressly set forth in this Agreement, are null and void. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

## **SECTION 17. Amendments**

17.1 Amendments to this Agreement may be initiated by either party and shall be incorporated into this Agreement upon mutual written consent.

## **SECTION 18. Attorney Fees and Costs**

18.1 In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Agreement, each party shall bear its own costs, including attorney fees.

## **SECTION 19. Counterparts**

19.1 This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

## **SECTION 20. Statement of Status Quo**

20.1 Contractor does not intend that this Agreement with the County constitute, nor be deemed to constitute, a request to enter into an agreement, or an agreement between the Contractor and the County of Marin within the meaning of Health and Safety Code Section 1797.201 or 1797.224 and County expressly reserves all and is in no way waiving or relinquishing, any rights to which it may be entitled under Section 1797.201 or 1797.224 by offering to enter into, negotiating or entering into this Agreement.

## **SECTION 21. Designated Representatives**

21.1 The Fire Chief of the Marin County Fire Department is the representative of the County and will administer this Agreement for the County. The Administrator for Contractor, as set forth herein, is the authorized representative for Contractor. Changes in designated representatives shall occur by advance written notice to the other party.

## **SECTION 22. Notices**

22.1 All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the parties to be served as follows:

If to County:

Jason Weber, Fire Chief  
33 Castel Rock Ave.  
Woodacre, CA 94973

If to Contractor:

Ron Busch, Deputy Fire Chief  
8200 Old Redwood Hwy  
Windsor, CA 95492

cc: \_\_\_\_\_

- 22.2 Each party shall provide the other with telephone and written notice of any change of address as soon as practicable.
- 22.3 Notices given by personal delivery or acknowledged shall be effective immediately.

**SECTION 23. Exhibits**

- 23.1 The following exhibits to this Agreement are attached hereto and incorporated as though fully set forth herein:

Appendix A	Definition of Terms
Appendix B	Service Area

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates set forth below.

**COUNTY OF MARIN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Jason Weber

Title: Fire Chief

**SONOMA COUNTY FIRE DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
District Counsel



**Appendix  
"A"  
DEFINITION OF  
TERMS**

**Advanced Life Support (ALS)**

Special services designed to provide definitive pre-hospital emergency medical care including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, During transport to an acute care hospital, during inter-facility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

**Hospital**

One of a limited number of hospitals which, upon designation by the local EMS agency and with a written contractual agreement with the local EMS agency.

**Hospital ED Physician**

A physician and surgeon who is currently licensed in California, who is assigned to the emergency department of a participating hospital, and who has been trained to issue advice and instructions to pre-hospital emergency medical care personnel consistent with state wide guidelines established by the Emergency Medical Services Authority.

**Basic Life Support (BLS)**

The level of emergency medical care which includes advanced first aid and cardiopulmonary resuscitation (CPR) procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

**Marin County Communications**

The Communications Division of the Sheriff's Department and the Fire Department, County of Marin, including all personnel and equipment attached thereto, designated by County to exercise radio control and to coordinate emergency medical dispatching, as well as other specific public safety responses.

**Dry Run**

An ambulance dispatch, authorized by County Communications, that does not result in patient contact.

**Emergency Medical Services (EMS) Agency**

The agency, department, or office having primary responsibility for administration of emergency medical services within Marin County.

**Emergency Medical Services Authority**

The state agency within the Health and Welfare Agency with the responsibility, under the

Health and Safety Code, for the development of planning and implementation guidelines for emergency medical services systems.

**Sonoma County Communications (Red Com)**

The Communications Division of the Coastal Valleys, including Sonoma County, Responsible for dispatching all personnel and equipment for Sonoma County Fire District. Responsible for radio control, coordinate emergency medical dispatching, as well as other specific public safety responses.

Appendix  
B

SERVICE  
AREA E

PARAMEDIC SERVICE AREA E

Specifically, County Assessor Book Boundary County Service Area 100

