

## **AGREEMENT**

**THIS AGREEMENT** is entered into by and between **LASSEN COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation) hereinafter referred to as **CONTRACTOR**.

## **INTRODUCTION**

**WHEREAS, CONTRACTOR** is the "local EMS agency" for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94,

**WHEREAS, COUNTY** desires to contract with **CONTRACTOR** for **CONTRACTOR** to provide certain services for **COUNTY**,

**WHEREAS, California Health and Safe Code, Chapter 4, Article 1 Sec. 1797.224** provides authority for a local EMS agency, such as Contractor, to create an exclusive operating area, herein referred to as **EOA** using a competitive bid process to select a provider. **COUNTY** and **CONTRACTOR** agree that the creation of the **EOA** plan and request for proposal requires the retention of independent contractors with specialized knowledge, skills and time required to complete the **EOA** process/award.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

## **ARTICLE 1. TERM OF CONTRACT**

Section 1.01. It is agreed that the terms of this Agreement becomes effective on 7-25-23, and will continue in effect until 9-30-25, or until terminated as provided herein.

## **ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR**

### **Specific Services**

Section 2.01. **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** shall be responsible for retaining the necessary independent contractors required to research and develop a request for proposal that will be submitted to the California EMS Authority for approval. **CONTRACTOR** shall be responsible for overseeing the independent contractors that are retained to complete the request for proposal, state approval of the proposal, bidding process through award of **EOA** contract with ambulance provider (if a qualified ambulance provider bids).

**CONTRACTOR** will, develop a request for proposal for the purposes of selecting an independent contractor or firm, hereinafter referred to as **CONSULTANT**. The **CONSULTANT** shall be responsible for conducting an Emergency Medical System Assessment of Lassen County and through the results of that assessment develop a request for proposal (RFP) to solicit ambulance providers for Lassen County's Exclusive Operating Area (**EOA**).

CONTRACTOR shall consult with Lassen County EMCC or EMCC ad-hoc committee on the final selection of the CONSULTANT.

Upon final completion of the Lassen County EOA RFP, CONTRACTOR shall present the RFP to the Lassen County Board of Supervisors for approval prior to the submission of the EOA RFP to the California State Emergency Medical Services Authority for final approval.

Once the EOA RFP is approved by the California State Emergency Medical Services Authority, the CONSULTANT, with oversight by CONTRACTOR, will be responsible for the implementation of the process identified in the EOA RFP for the selection of an ambulance provider for the EOA.

CONTRACTOR shall, upon successful contract negotiations, present to the Lassen County Board of Supervisors the results of the Lassen County EOA RFP and the proposed contract.

The independent contractors that are retained shall not be considered an employee of either the COUNTY or CONTRACTOR.

CONTRACTOR will work with independent consultants and county committees in development of the request for proposal prior to submission to the California EMS Authority for approval.

### **Method of Performing Services**

**Section 2.02.** CONTRACTOR shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONTRACTOR performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by CONTRACTOR shall be performed in a manner consistent with all applicable standards and regulations governing such services.

### **ARTICLE 3. FINANCING**

**Section 3.01.** COUNTY and CONTRACTOR agree that the projected cost of implementing this agreement is not to exceed Seventy-Five Thousand Dollars (\$75,000.00). The independent contractor selected to develop/process the EOA and RFP shall submit a monthly billing to CONTRACTOR which will submit it to COUNTY as an attachment to CONTRACTOR's invoice for payment with payment to occur within thirty (30) days from date the CONTRACTOR submits the invoice(s) to the COUNTY, regardless of the invoice date. CONTRACTOR Invoices and attachments may be emailed to COUNTY with the date of email being the start of 30 days payment due. Within the maximum funds available, Seventy-Five Thousand Dollars (75,000.00), CONTRACTOR may submit billings to COUNTY for incidental related expenses such as expenses associated with the creation of a review panel required to rate all applications, etc. Any expenses exceeding \$5,000 not associated with CONTRACTOR agreement with EOA Consultants or firm, must be pre-approved by the COUNTY prior to incurring said expense. The COUNTY will respond to email requests (if

**CONTRACTOR** seeking approval for an expense over 5,000.00 not associated with **CONTRACTOR** EOA Consultant agreement) within 72 hours of email date.

Within sixty (60) days of the date that the selected provider's contract begins and after the **CONTRACTOR** has received required start up fees by successful bidder, **CONTRACTOR** will repay **COUNTY** the sum of dollars spent on the process of EOA, RFP and EOA Contract of up to Seventy-Five Thousand Dollars (\$75,000.00) **COUNTY** and **CONTRACTOR** agree to the following:

1. If no provider is selected, no providers submit applications or the selected provider defaults in its payment for start-up fees to **CONTRACTOR** then **CONTRACTOR** will return **COUNTY** any unused money and **CONTRACTOR** will not be responsible for any further amount owed.

**Section 3.02** **CONTRACTOR** shall provide to **COUNTY** upon request copies of all billings and documents regarding this matter with a twenty-four (24) hour notice.

## **ARTICLE 4. OBLIGATIONS OF CONTRACTOR**

### **Workers Compensation and Liability Insurance**

#### **Section 4.01.**

Prior to rendering services provided by the terms and conditions of this Agreement, **CONTRACTOR** shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to **COUNTY**. The insurance shall contain the following coverages:

Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; **CONTRACTOR** shall insure both **COUNTY** and **CONTRACTOR** against any liability arising under or related to this Agreement.

Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Workers' Compensation Insurance coverage for all of **CONTRACTOR's** employees and other persons for whom **CONTRACTOR** is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

The limits of insurance herein shall not limit the liability of the **CONTRACTOR** hereunder.

In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

Except for automobile liability insurance, the insurance shall name the **COUNTY** and **COUNTY's** officers, employees, agents and independent **CONTRACTOR** as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to **COUNTY**.

The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to **COUNTY** at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the **COUNTY** and the **COUNTY**, as a condition of its approval, may require such proof of the adequacy of **CONTRACTOR's** financial resources as it may see fit.

Prior to **CONTRACTOR** rendering services provided by this Agreement, and immediately upon acquiring additional insurance, **CONTRACTOR** shall deliver a certificate of insurance describing the insurance coverages and endorsements to the **COUNTY**.

Upon **COUNTY's** request, **CONTRACTOR** shall deliver certified copies of any insurance policies to **COUNTY**.

**CONTRACTOR** shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and **CONTRACTOR** has delivered the certificate(s) of insurance to **COUNTY** as previously described. If **CONTRACTOR** shall fail to procure and maintain said insurance, **COUNTY** may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by **CONTRACTOR** to **COUNTY** upon demand. The policies of insurance provided herein which are to be provided by **CONTRACTOR** shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, **CONTRACTOR** will deliver to **COUNTY** a renewal or new policy to take the place of the policy expiring.

D.5.9 Any **SUBCONTRACTOR(s)**, independent **CONTRACTOR(s)** or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of **CONTRACTOR**, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, **CONTRACTOR** shall be responsible for the **SECONDARY PARTIES'** acts and satisfactory performance of the terms and conditions of this Agreement.

#### **Taxes and Filings**

**Section 4.02.** This Agreement is for independent **CONTRACTOR** services to be provided by **CONTRACTOR** and **CONTRACTOR** is responsible for payment of all applicable taxes and associated filing requirements.

#### **Conflict of Interest**

**Section 4.03.** **CONTRACTOR** affirms that, to the best of **CONTRACTOR'S** knowledge, there exists no actual or potential conflict between **CONTRACTOR'S** family, business or financial interests and **CONTRACTOR'S** services under this Agreement, and in the event of change in this status during the term of this Agreement, **CONTRACTOR** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY'S** option terminate this Agreement in the event of such actual or potential conflict of interest.

#### **Assignment**

**Section 4.04.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONTRACTOR** without prior written consent of **COUNTY**.

### **Mutual Indemnification**

**Section 4.05** COUNTY and CONTRACTOR agree that the establishment of EOAs in the State of California has proven to be expensive, time consuming and litigation prone.

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify and hold COUNTY and its officers, agents, employees and volunteers (collectively 'COUNTY Parties') harmless, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, subcontractors, licensees or servants

CONTRACTOR shall not be liable for, and COUNTY shall defend and indemnify and hold CONTRACTOR and its officers, agents, employees and volunteers (collectively 'CONTRACTOR Parties') harmless, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of COUNTY or its officers, employees, agents, subcontractors, licensees or servants

If litigation is initiated pursuant to this contract, County agrees to pay one-half of any deductible required to be paid by CONTRACTOR.

## **ARTICLE 5. OBLIGATIONS OF COUNTY**

### **Cooperation of COUNTY**

**Section 5.01.** COUNTY agrees to timely comply with all reasonable requests of CONTRACTOR, and provide access to all documents reasonably necessary to the performance of CONTRACTOR'S duties under this Agreement.

## **ARTICLE 6. TERMINATION OF AGREEMENT**

### **Termination on Occurrence of Stated Events**

**Section 6.01.** This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of either party;
- (2) Assignment of this Agreement by CONTRACTOR without the consent of the COUNTY.
- (3) Termination by COUNTY for Default of CONTRACTOR.

**Section 6.02.** Should CONTRACTOR default in the performance of this Agreement or breach any of its provisions, COUNTY, at COUNTY'S option, may terminate this Agreement by giving written notification to CONTRACTOR.

**Section. 6.03** COUNTY may terminate this agreement at any time by providing a ten (10) day written notice to CONTRACTOR that the agreement is terminated. The agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. COUNTY shall pay CONTRACTOR for all services rendered up to the date of termination.

**Section 6.04** COUNTY may terminate this agreement in any fiscal year that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## **ARTICLE 7. GENERAL PROVISIONS**

### **Notices**

**Section 7.01.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, emailed or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; emailed notices will be deemed communicated the date of email, mailed notices will be deemed communicated as of two days after mailing. Any notice mailed hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

**If to COUNTY:**

Chairman, Board of Supervisors  
County of Lassen

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**If to CONTRACTOR:**

Chief Executive Officer  
Northern California EMS, Inc.  
930 Executive Way, Suite 150  
Redding, CA 96002



**Entire Agreement of the Parties**

**Section 7.02.** This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by **CONTRACTOR** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

**Section 7.3.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the solely negligent or wrongful acts of its own officers, agents, and employees.

**Section 7.4.** This agreement may be amended at any time by the mutual written agreement of the parties hereto.

**Section 7.5.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 25<sup>th</sup> day of July, 2023.

**COUNTY OF LASSEN**

By: [Signature]  
Print name: Richard Egan  
Title: County Administrative Officer  
Date: 7/25/2023

**NORTHERN CALIFORNIA EMS, INC.**

By: [Signature]  
Print name: DONALD STONE  
Title: CEO  
Date: 7-18-23

**Approved as to Form**

[Signature] JUL 18 2023  
Lassen County Counsel

## **MODIFICATION OF AGREEMENT**

**This MODIFICATION OF AGREEMENT** is entered into between **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit public benefit corporation), hereinafter referred to as **CONTRACTOR** and **LASSEN COUNTY**, hereinafter referred to as **COUNTY**.

The parties agree that except for the modifications contained in this **MODIFICATION OF AGREEMENT**, all terms and conditions of the original agreement dated July 18, 2023, remain the same. If there is a conflict between the terms in the original agreement and this **MODIFICATION OF AGREEMENT**, the terms contained in this modification shall prevail.

**NOW, THEREFORE, IT IS AGREED** by and between the parties as follows:

### **ARTICLE 3. FINANCING**

Article 3, Financing, is modified and replaced with the following:

**Section 3.01. COUNTY and CONTRACTOR** agree that the projected cost of implementing this agreement is not to exceed Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00). The independent contractor selected to develop/process the **EOA** and **RFP** shall submit a monthly billing to **CONTRACTOR** which will submit it to **COUNTY** as an attachment to **CONTRACTOR's** invoice for payment with payment to occur within thirty (30) days from date the **CONTRACTOR** submits the invoice(s) to the **COUNTY**, regardless of the invoice date. **CONTRACTOR** Invoices and attachments may be emailed to **COUNTY** with the date of email being the start of 30 days payment due. Within the maximum funds available, Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00), **CONTRACTOR** may submit billings to **COUNTY** for incidental related expenses such as expenses associated with the creation of a review panel required to rate all applications, etc. Any expenses exceeding \$5,000 not associated with **CONTRACTOR** agreement with **EOA** Consultants or firm, must be pre-approved by the **COUNTY** prior to incurring said expense. The **COUNTY** will respond to email requests (if **CONTRACTOR** seeking approval for an expense over 5,000.00 not associated with **CONTRACTOR EOA** Consultant agreement) within 72 hours of email date.

Within sixty (60) days of the date that the selected provider's contract begins and after the **CONTRACTOR** has received required start up fees by successful bidder, **CONTRACTOR** will repay **COUNTY** the sum of dollars spent on the process of **EOA**, **RFP** and **EOA** Contract of up to Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00) **COUNTY** and **CONTRACTOR** agree to the following:

1. If no provider is selected, no providers submit applications or the selected provider defaults in its payment for start-up fees to **CONTRACTOR** then **CONTRACTOR** will return **COUNTY** any unused money and **CONTRACTOR** will not be responsible for any further amount owed.

**Section 3.02** **CONTRACTOR** shall provide to **COUNTY** upon request copies of all billings and documents regarding this matter with a twenty-four (24) hour notice.

Executed at Redding, California on April 1, 2024

**CONTRACTOR: NORTHERN CALIFORNIA EMS, INC.**

By:   
Donna Stone, Chief Executive Officer

Date: 4-3-24

**COUNTY:**

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

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

County of Lassen, Chairman, Board of Supervisors

Approved as to Form

  
APR 03 2024  
Lassen County Counsel