

FORMAL AGREEMENT BETWEEN
MOUNTAIN-VALLEY
EMERGENCY MEDICAL SERVICES AGENCY
AND
CALAVERAS COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Calaveras County, hereinafter referred to as "County," and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Persons Act (California Health and Safety Code Section 1797, et. seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical service for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on the 19th day of October 1998, and

WHEREAS, The Agency agrees to accept the authority and responsibility as the local EMS agency for Calaveras County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

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

- 1. The Agency shall accept authority and responsibility as the local EMS agency for the County of Calaveras and develop critical care plans and facilities assessment criteria and to carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:**

1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

- 2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority**

regulations with respect to EMS aircraft operation in the County.

3. The County Health Officer delegates to the Agency the responsibility of Medical/Health Operational Area Coordinator (MHOAC). The Agency will ensure that all operational procedures associated with medical/health mutual-aid coordination, as outlined in the California State "Emergency Medical Services Authority Disaster Medical Response Plan," and the "OES Region IV Multi-Casualty Incident Plan," are carried out. The MHOAC shall coordinate all mutual-aid disaster operations that affect the County with the County Office of Emergency Services.
4. The County shall approve all standard operating procedures under which the medical/health mutual aid coordination shall function. In the event of a disaster, the County maintains the authority to approve the use of any County medical/health resources, all expenditures of County funds, and all mutual-aid requests for medical resources prior to their mobilization.
5. The Agency shall assign a .20 FTE to be available at the county site (or attend meetings on behalf of county) or at the Agency's Calaveras County EMS office. In addition, staff person will be available by phone (when not at County site). County shall be involved in the selection of staff person. Staff persons assigned to the county site shall not be deemed officers, agents or employees of the county per section 12.
6. The Agency shall not place any such person who has a conflict of interest with county. Should a conflict of interest develop during the period of this contract the Agency expressly agrees to remove such person immediately upon written notice from County that such conflict of interest occurs.
7. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.
8. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the services agreed to in this document in the amount of nineteen thousand eight hundred ten dollars and twelve cents (\$19,810.12) which shall be payable annually on or before Oct 30.
9. The term of this Agreement shall be from July 1, 2020 through June 30, 2021.
10. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2021 in order to opt out for the next one year cycle.
11. The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto.
12. The Agency shall provide, at its own expense and maintain at all times, the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by certified or registered mail, return receipt requested, for all of the following stated insurance policies.

- A. **Worker's Compensation** - in compliance with the statutes of the State of California.
- B. **General Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and/or for property damage. This insurance shall indicate on the certificate of insurance the coverage's and indicate policy aggregate limit applying to premises and operations.
- C. **Automobile Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and/or for property damage. This insurance shall cover for bodily injury and property damage for owned automobiles.

If at any time any of said policies shall be unsatisfactory to the County, as to form or substance or if a company issuing such policy shall be unsatisfactory to the County, the Agency shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Agency to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County, may be forthwith declared suspended, or terminated. Failure of the Agency to obtain and/or maintain any required insurance shall not relieve the Agency from any liability under this Agreement, nor shall the insurance requirements construed to conflict with or otherwise limit the obligations of the Agency concerning indemnification. The County, its officials, agents and employees shall be named as an additional insured on all insurance policies required herein. The Agency's insurance policy(ies) shall include a provision that the coverage is primary as respects the County; shall include no special limitations to coverage provided to additional insured and, shall be placed with insurer(s) with acceptable Best's rating of A:V or with approval of the Risk Manager.

- 13. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.
- 14. Both the County and the Agency shall abide by all Federal and State non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other

agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

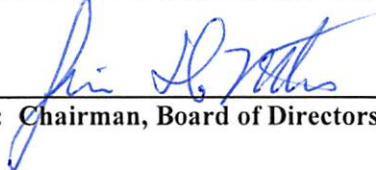
IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF CALAVERAS

By 
Title: County Administrative Officer

Date: 10/8/2020

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By 
Title: Chairman, Board of Directors

Date: JUNE 15, 2020

Approved as to Form:

By 
Title: County Counsel or Attorney for County

Date: 07/15/2020

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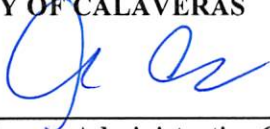
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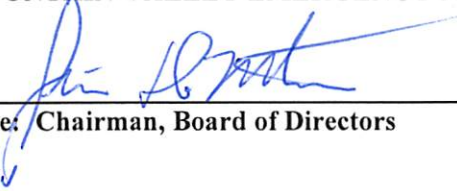
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By 
Title: Chairman, Board of Directors

Date: June 15, 2020

Approved as to Form:

By 
Title: County Counsel or Attorney for County

Date: 07/15/2020