

**AGREEMENT FOR FIRST RESPONDER BASIC LIFE SUPPORT SERVICES
BETWEEN THE SONOMA COUNTY FIRE DISTRICT
AND THE GOLD RIDGE FIRE PROTECTION DISTRICT**

This Agreement for First Responder Basic Life Support Services (“FRBLS Agreement” or “Agreement”) is entered by and between Sonoma County Fire District (“SCFD”), and the Gold Ridge Fire Protection District (“GRFPD”) (collectively, the “parties”), with reference to the following facts:

RECITALS

In its recent Request for Proposal for the emergency ground ambulance service for County Exclusive Operating Area One (“EOA-1”), the Sonoma County Board of Supervisors set clear goals: first, the County wanted a better service model; and second, the County wanted a more affordable ambulance service. To achieve those goals, the County called for the implementation of a Tiered Response deployment plan. SCFD responded, in full force, to the call for action and innovation to the benefit of all we serve in EOA-1.

Since January 16, 2024, SCFD has been an authorized provider of 9-1-1 services within the Sonoma County EOA-1 under Health and Safety Code section 1797.224 pursuant to the **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SONOMA AND SONOMA COUNTY FIRE DISTRICT FOR ADVANCED LIFE SUPPORT GROUND AMBULANCE SERVICES IN COUNTY EXCLUSIVE OPERATING AREA ONE** (the “Master Agreement”), entered into with the County of Sonoma Health and Human Services. (“County”).

This FRBLS Agreement is an essential component in building the efficient and integrated EMS system the County requested and awarded to SCFD with the EOA-1 contract. This Agreement ensures a prompt response of properly trained, properly equipped, and compassionate EMTs on EMS calls. This Agreement also helps SCFD’s FRBLS partner agencies such as GRFPD ensure that stable funding is available to continue to provide and enhance the First Response patient care outlined in this Agreement.

SCFD and GRFPD are mutually interested in continuing to provide quality prehospital emergency medical care in their communities through this Agreement, in which GRFPD will provide an EMT-1 with GRFPD first response apparatus and SCFD will provide ALS and BLS emergency ground ambulance transport services as described in the Master Agreement.

AGREEMENT

NOW THEREFORE, the parties thereto agree as follows:

1. Definitions

(a) Advanced Life Support (“ALS”): Special services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code section 1797.52.

(b) Basic Life Support (“BLS”): Emergency first aid and cardiopulmonary procedures as defined in Health and Safety Code section 1797.60.

(c) Emergency Medical Technician - One (“EMT-1”): Personnel as defined in Health and Safety Code section 1797.80.

(d) Emergency Medical Technician-Paramedic (“EMT-P” or “Paramedic”): Personnel as defined in Health and Safety Code section 1797.84.

(e) First Responder - BLS Unit: A unit staffed and equipped with a minimum of one California State licensed EMT capable of providing BLS at the scene of medical emergencies.

2. Purpose of this Agreement

The purpose of this Agreement is to continue to provide and enhance high quality, cost effective prehospital medical services in the communities of EOA-1, recognizing the importance of the consistent and timely arrival of properly trained and equipped EMTs at emergency scenes.

3. Relationship between SCFD and GRFPD

It is understood that this Agreement is by and between independent and separate public agencies and is not intended to and shall not be construed to create the relationship of agent,

servant, employee, partnership, joint venture or association. The parties shall have full autonomy and responsibility for conducting their affairs with their work force, including managing personnel and resources fairly and effectively in a manner that assures compliance with this Agreement.

4. Responsibilities of GRFPD

GRFPD shall provide BLS emergency response within its jurisdiction 24 hours a day, 365 days a year, subject to response time standards in the Master Agreement. GRFPD shall also have the following duties and responsibilities:

- (a) EMT Certification and Training: GRFPD shall employ appropriately certified EMT personnel.
- (b) Assess all patients and begin appropriate care in accordance with CVEMSA BLS protocols.
- (c) Patient Information: GRFPD shall record patient information as set forth in the policy and procedures of the County and CVEMSA including but not necessarily limited to an ePCR for each patient response made by the GRFPD.
- (d) Participate in CVEMSA's Quality Improvement program
- (e) Participate in shared agency transparency and data tracking via First Watch.
- (f) Compliance with Master Agreement: GRFPD shall comply with the applicable requirements of the Master Agreement as necessary to permit SCFD to comply with its obligations under the Master Agreement.
- (g) Supplies and Equipment: Each BLS response vehicle of GRFPD shall carry such emergency supplies and equipment as may be required by CVEMSA to render BLS care to patients as contemplated by this Agreement. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

(h) Performance Standards: GRFPD will meet the response time requirements, by priority, determinant, and compliance zone as defined in Section 3.2 of the Master Agreement. Response time compliance and monitoring will be done through the FirstWatch system.

(i) Supervision: GRFPD shall provide and be responsible for all supervision to all fire department BLS first response EMTs twenty-four hours (24) per day, 365 days per year pursuant to the guidance, directives and policies of CVEMSA.

(j) Cooperation: GRFPD agrees to cooperate in a timely manner with all reasonable requests for information and assistance as may be necessary in order for SCFD to comply with the terms and conditions of the Master Agreement, policy and procedure guidelines of CVEMSA, and applicable State of California and federal laws and regulations.

(k) Certification and Training Records: GRFPD shall be responsible for maintaining applicable licensing, certification, accreditation and continuing education records certifying course completion for their personnel according to the provisions of relevant State of California and federal laws and regulations and applicable County and CVEMSA standards as may be imposed. These records shall be available to SCFD upon request.

(l) Access to GRFPD's Records: GRFPD agree to provide to authorized representatives of SCFD, to the County, and to any federal or State of California department having monitoring or reviewing authority, upon reasonable notice pursuant to this Agreement, access to and the right to examine and audit all records and documents necessary to determine GRFPD's compliance with the relevant federal, state and local statutes, rules and regulations and this Agreement and to evaluate the quality, appropriateness, and timeliness of the services performed by GRFPD under this Agreement, provided, however, that SCFD shall comply with the applicable laws governing confidentiality.

5. Responsibilities of SCFD

SCFD shall provide, under the Master Agreement, ALS and BLS emergency ambulance transport services throughout the geographical limits of Sonoma County EOA-1 which will include continuous, uninterrupted emergency ambulance response using ALS or BLS ambulances. SCFD shall also have the following additional duties and responsibilities:

(a) Compliance with Master Agreement: SCFD shall comply with the Master Agreement in a manner that permits GRFPD to comply with its obligations under this Agreement.

(b) Emergency Medical Service Supplies: SCFD shall exchange all disposable supplies with GRFPD EMTs on a one-for-one basis, for those supplies directly used on the patient, when SCFD jointly responds to a medical call.

(c) Payment to GRFPD:

(i) The amount payable by SCFD to GRFPD reflects the estimated cost savings to SCFD pursuant to section 11.1.E of the Master Agreement because of the first response BLS services provided by GRFPD under this Agreement. Based on initial estimates of service levels and call volumes as SCFD begins implementation of its tiered response service in EOA-1, SCFD and GRFPD agree that the extension of response times for SCFD in GRFPD jurisdictions will result in costs savings to SCFD of approximately \$125,00. The parties recognize that an exact figure is impossible to calculate, but this is the best estimate of the actual numbers which the parties agree will be utilized upon implementation of this FRBLS Agreement. During the first year of this Agreement this shall be \$125,000.00. The parties agree to meet at the end of the first year of this Agreement to review estimated cost savings and payments.

(ii) Payments will be made to GRFPD on a quarterly basis, with payments beginning within 30 days of the execution of this Agreement by both parties and approval of the County of Sonoma or CVEMSA.

6. Joint Responsibilities:

(a) The parties hereto shall reasonably cooperate with each other in establishing and adapting communication protocols which allow for the success and efficiency of this Agreement.

(b) The parties shall maintain and preserve all records relating to this Agreement and all records relating to the care and treatment of patients for a period of seven (7) years from the termination date of this Agreement or for such longer period as may be required by Section 4(c) of this Agreement, the Master Agreement, CVEMSA or applicable law or regulation.

(c) The parties shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state and municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including the provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by the parties must be in accordance with these laws, ordinances, codes and regulations. The parties shall indemnify and save harmless each other from any and all liabilities, fines, penalties and consequences resulting from their own noncompliance or violations of such laws, ordinances, codes and regulations.

7. Term and Termination

(a) Term: The term of this Agreement shall be coterminous with initial five (5) year term of the Master Agreement between SCFD and the County, as well as any extensions that may be granted, subject to earlier termination as provided herein.

(b) Termination for Breach: In addition to any other rights and remedies that either party may have at law or in equity, this Agreement may be terminated by either party for material breach by the other party, if such breach is not cured after written notice and an opportunity to cure is given in the manner provided by the terms of this Agreement.

(c) Material Breach: The following conditions and circumstances shall constitute a material breach of this Agreement:

- (i) As to GRFPD: Operations by GRFPD in a manner which causes SCFD to be in material breach of the Master Agreement.
- (ii) As to GRFPD: Failure to adhere to the Response Time Standard.

- (iii) As to SCFD: Failure of SCFD to make the payments to GRFPD under this Agreement for a period of 120 days.
- (iv) As to either party: Material failure to comply with any other term or condition of this Agreement.

(d) Notice and the Opportunity to Cure: Prior to terminating this Agreement because of a material breach as defined herein, each party shall be required to provide (1) ninety (90) days' written notice of the intent to terminate this Agreement; and (2) a forty-five (45) day period within which the party receiving the notice has an opportunity to cure the material breach. In the event it shall have promptly and diligently commenced the efforts to cure the breach, upon a written request explaining why the alleged breach cannot be cured within the first forty-five (45) day period, the party receiving notice may request an extension of the forty-five (45) day period. Such request shall not be unreasonably denied.

In the event that there is a chronic failure by GRFPD to meet its Response Time Standard, SCFD shall be entitled to freeze payments to GRFPD. Before any freeze is ordered, GRFPD shall first be provided with written notice of the chronic failure by SCFD or CVEMSA and given an opportunity to cure the default. In the event that GRFPD fails to timely cure the chronic default, and the County or CVEMSA requires SCFD to shorten its response time standard in the GRFPD response area, SCFD shall freeze this agreement and suspend payments to GRFPD and will be responsible to meet ambulance response times as outlined in Master Agreement without the benefit of FRBLS time adjustments. Chronic default by GRFPD shall be defined as the failure to meet the Response Time Standard in three of five consecutive calendar months or four months in any calendar year. When GRFPD cures the default by demonstrating compliance with the Response Time Standards for three consecutive months and the County of Sonoma or CVEMSA allows SCFD to increase its response time back to the increased standard within GRFPD, payment to GRFPD shall then be restored in the following month. No payments will be due for months that the agreement is frozen and SCFD is not obtaining FRBLS response time benefits. The right to freeze amounts payable to GRFPD shall be the exclusive remedy that SCFD shall have against GRFPD for failing to meet the Response Time Standard other than termination of the Agreement.

Notwithstanding the foregoing, if GRFPD has been declared to be in breach of this Agreement as a result of its chronic failure to meet its Response Time Standards four or more times in any calendar year, this Agreement shall, at SCFD's option, be terminated on the second such notice of termination. GRFPD shall not, in that event, have a second opportunity to cure the breach, and no further amounts shall be paid under this Agreement as to GRFPD. The parties recognize that in order for SCFD to meet its obligations under the Master Agreement with regard to both Response Time Standards and treatment of its workforce, it may, as a result of Response Time breach be required to employ additional personnel and put on extra vehicles and those vehicles and personnel cannot be taken out of or put back into the system on an on-and-off basis.

Notwithstanding the foregoing, or anything in this Agreement to the contrary, in the event that SCFD is given notice of material breach or notice of intent to declare SCFD in material breach pursuant to the terms of the Master Agreement, due to the acts, omissions or performances of GRFPD, the notice and opportunity to cure period shall be shortened to the extent necessary to permit SCFD to timely cure or avoid its breach of the Master Agreement.

(e) Immediate Termination: Notwithstanding subparagraph (d), this Agreement may be terminated immediately, subject to the written consent by all parties.

(f) By GRFPD if SCFD loses the ability to provide the Emergency Ambulance Program under the Master Agreement.

(g) By either party, upon loss or substantial diminution of the other party's insurance and/or liability coverage as required by this Agreement, effective upon the date of such loss or diminution, or loss of any permit or license required hereunder, effective upon the date of such loss.

(h) Mutual Termination for Legal Invalidity: This Agreement may be terminated by either party, as soon as reasonably possible, if this Agreement or any material term or provision hereof is determined unlawful by any court or governmental agency or becomes unlawful as a result of subsequently passed legislation; provided, however, that the parties shall first meet and confer in a good faith attempt to amend this Agreement to conform with applicable law.

(i) Effect of Termination:

- (i) In the event of termination prior to the scheduled expiration date hereof, each party shall faithfully perform its obligations through the effective date of termination and shall also perform any additional obligations which are stated herein as extending beyond the termination date hereof.
- (ii) In the event of termination by SCFD due to GRFPD breach or failure to perform, SCFD shall be entitled to all damages or other relief recoverable under law or equity.
- (iii) In the event of termination by GRFPD due to SCFD's breach or failure to perform, GRFPD shall be entitled to all damages or other relief recoverable under law or equity.

8. Extraordinary Changes

(a) During the Term: In the event of an actual or reasonably expected extraordinary change in the cost or revenues available to SCFD, including but not limited to a change in reimbursement methodology by Medicare, Medi-Cal or other major private or public reimbursement program which results in a notice of renegotiation of rates by SCFD pursuant to the terms of the Master Agreement, then SCFD shall also have the option of sending GRFPD a notice of renegotiation of this Agreement. In such event, GRFPD and SCFD shall renegotiate in good faith in an attempt to reach agreement on amended financial and/or operational terms of this Agreement necessary for each party to satisfy its reasonable, financial and operational needs in light of the reimbursement or other changes. In the event GRFPD and SCFD are unable to reach such agreement within ninety (90) days of the notice by SCFD to GRFPD, this Agreement may be terminated by either party upon ninety (90) days' written notice, without penalty to either party.

(b) This agreement is contingent upon the approval of CVEMSA. Should approval of this agreement not be granted, the parties agree to meet and confer on modifications to the agreement in an effort to secure approval. If approval is not granted, the agreement is null and void.

9. Indemnity

(a) **Mutual Indemnity:** The parties agree that GRFPD shall indemnify, defend and hold SCFD harmless, including its officers, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of GRFPD or their officers, members, agents and/or employees in the performance of their duties under the scope of work set forth herein and under all applicable state, federal and local laws, rules and regulations. The parties further agree that SCFD shall indemnify, defend and hold harmless GRFPD, including their officers, members, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of SCFD, or its officers, employees, and/or agents in the performance of its duties under the scope of work set forth by this Agreement and under all applicable federal, state and local laws, rules and regulations.

(b) **Comparative Negligence:** In the event a third party claim or suit alleges concurrent negligence of GRFPD, their officers, employees, members and/or agents and SCFD, its officers, employees and/or agents, then the liability for any and all claims for injuries and damages to persons and/or property which arise out of this Agreement shall be apportioned under the established California theory of comparative negligence as it may be modified from time to time. The parties shall each immediately notify the other in writing upon receiving notice of a claim or suit which includes, or reasonably may include, the other party. Prior to the separate settlement of any third-party court action against both SCFD and GRFPD, the settling party or parties shall provide written notice to the other parties and the court pursuant to Code of Civil Procedure Section 877.6 of the settlement regardless of whether a confidentiality agreement has been entered into by the settling party or parties.

10. Insurance

GRFPD and SCFD agree to maintain at least the liability coverage and/or insurance as specified in **Exhibit A**, which is attached hereto and incorporated by reference herein. The level of insurance coverage required of SCFD is set forth in the Master Agreement.

11. Assignments and Subcontracts

Neither party shall assign performance of essential aspects of its duties under this Agreement, without the written consent of the other which shall not be unreasonably withheld; provided, however, that either party may employ such consultants as it deems necessary.

12. Amendment of Agreement

This Agreement, together with the exhibits (which are incorporated herein by this reference), constitute the entire agreement between the parties with respect to the matters herein discussed and contain all the terms and conditions agreed upon by the parties. No amendment, alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto. It is, however, contemplated that a joint operating agreement addressing the day- to-day working of the parties may be required and the parties agree to reasonably work together in adopting such agreement.

13. Compliance with Applicable Laws

All services to be performed by either party pursuant to this Agreement shall be performed in accordance with all applicable, federal, state, county and municipal laws, ordinances and regulations, including all policies and procedures of CVEMSA.

14. Notice

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when personally delivered or when deposited in the United States mail, postage prepaid, or when transmitted by facsimile with confirmation of delivery, addressed to SCFD or GRFPD, respectively, at the addresses set forth hereinafter. Any party may change its address for notice by written notice to the others.

SCFD:

GRFPD:

15. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Venue, Attorneys Fees

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the Superior Court of California in and for the County of Sonoma. The prevailing party or parties in any such suit shall be entitled to reimbursement of all allowable court costs thereof, including its/their reasonable attorney's fees.

17. Construction

The parties acknowledge that for purposes of construing this Agreement neither party shall be deemed to be the drafter.

18. Binding Effect

This Agreement shall inure to the benefit of and bind the respective parties, their successors, personal representatives and permitted assigns.

19. Headings

The headings in this Agreement are for convenience of reference only and are not to be used in construing or interpreting any provision of this Agreement.

20. Counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute the agreement between the parties.

21. Invalidity

If any term, provision, covenant or condition of this Agreement, or any application thereof, shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms provisions, covenants and conditions of this Agreement, and all applications thereof,

not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. Force Majeure

Neither party shall be liable for any delay nor failure to perform to the extent that such delay or failure is caused by a force or event beyond the control of such party, including, but not limited to, war, embargoes, riots, fires, floods, earthquakes, strikes, governmental restrictions, natural disasters, or other Acts of God.

23. Waiver

The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement in any one or more instances shall not be construed as a waiver or a relinquishment of any such terms, covenants or conditions and all of the same shall be in full force and effect.

24. Effective Date of this Agreement

The effective date of this Agreement shall be the date of its execution by the last of the undersigned parties. This Agreement shall be considered implemented on this effective date.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

[ALL SIGNATURES ARE ON THE FOLLOWING PAGE]