

**MEMORANDUM OF UNDERSTANDING REGARDING
EMERGENCY AMBULANCE SERVICES**

This Memorandum of Understanding (“MOU”) is made on _____ (“Effective Date”) between County of Contra Costa, a political subdivision of the State of California (“County”), and the San Ramon Valley Fire Protection District (“District”), regarding emergency ambulance services for County residents located in District.

Recitals

- A. Welfare & Institutions Code section 17000 obligates the County to provide emergency ambulance services to all persons located in the County and to relieve indigent County residents of the cost of such services.
- B. County may satisfy its Welfare & Institutions Code section 17000 obligations by contracting with a fire protection district to provide emergency ambulance services within the district’s boundaries.
- C. Administration of Welfare & Institutions Code section 17000 services is vested exclusively in County’s Board of Supervisors pursuant to Welfare & Institutions Code section 17001.
- D. Welfare & Institutions Code section 16817 authorizes the County to contract with selected providers to provide Welfare & Institutions Code section 17000 emergency ambulance services and to require county medical services patients and indigent residents to use its selected providers.
- E. The Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the “EMS Act”), Health & Safety Code § 1797 *et seq.*, is designed to encourage coordination among local governments to aims to achieve the most effective EMS operations on a countywide or regionwide basis.
- F. Health and Safety Code section 1797.200 authorizes each county to develop an EMS program and designate a local EMS agency for the administration of such program. County has designated Contra Costa Emergency Medical Services (“CCEMS”), a Division of Contra Costa Health Services, as County’s local EMS agency.
- G. Health and Safety Code section 1797.201 provides that a fire protection district that contracted for or provided EMS as of June 1, 1980 shall continue providing or contracting for EMS at not less than the existing level and shall retain administration of its EMS until such time as it voluntarily relinquishes or abandons control over its EMS to a county.
- H. District and its predecessor fire protection districts have provided ambulance services within District boundaries at not less than the basic life support (“BLS”) level since prior to June 1, 1980 and District continues to administer and provide such services under Health and Safety Code section 1797.201.
- I. For several decades, District and County residents have benefited from District’s provision of, and investments in, EMS, including ambulance, first response, and dispatching services. Over the past five years, District has invested nearly \$10 million in its facilities, vehicle fleet, primary Public Safety Answering Point (“PSAP”) communications center, and equipment.

- J. On September 28, 1983, District entered into a written agreement with County to continue providing emergency ambulance services within District's boundaries, an area previously identified as "ERA 3," and to begin providing such services in adjacent unincorporated County territory, an area previously identified as "ERA 9," subject to a reservation of District's authority, rights, and obligations under Health and Safety Code section 1797.201.
- K. District entered into subsequent agreements with County regarding EMS and ambulance services for ERA IV through the present. Nothing in the September 28, 1983 or subsequent agreements between District and County provides for District's relinquishment, abandonment, or transfer of any rights, authority, or administration of emergency ambulance services to County.
- L. In 1984, District increased the level of service for its emergency ambulance services from BLS to advanced life support ("ALS") and County realigned ERAs 3 and 9 into Emergency Response Area IV ("ERA IV"), which did not result in any changes to District's operations or service area.
- M. In 1991 and 1997, District annexed the remaining territory within ERA IV in compliance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("LAFCO Act"), Gov't Code §56000 *et seq.*, without objection from County. By operation of law, these annexations made District's rights, obligations, and authority under Health and Safety Code section 1797.201 applicable within all of ERA IV.
- N. On September 29, 2003, CCEMS expressly recognized that District operates its emergency ambulance services pursuant to Health and Safety Code section 1797.201.
- O. Neither County nor CCEMS have ever assumed any legal, operational, or financial responsibility over District's EMS or ambulance services, personnel, or resources and District's governing body, not CCEMS or County, determines ambulance and EMS response requirements in ERA IV.
- P. District seeks to enter into an agreement with County to coordinate their various EMS and ambulance functions and to participate in County's EMS system as a statutorily-authorized emergency ambulance services provider without relinquishing, abandoning, or transferring District's authority, rights, or obligations under Health and Safety Code section 1797.201.
- Q. County recognizes that District continues to provide, contract for, and administer emergency ambulance services for ERA IV pursuant to Health and Safety Code section 1797.201 and consents to District's participation in its EMS system without District relinquishing, abandoning, or transferring its administrative authority, rights, or obligations under Health and Safety Code section 1797.201.

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

I. Construction of MOU.

- A. The recitals set forth above are adopted as a part of the MOU of the parties, and the facts set forth therein are acknowledged and agreed to be true, accurate and complete.
- B. The parties to this MOU are District and County.

- C. The parties acknowledge and agree that this MOU is the product of the exercise of their respective statutory authority over the provision of emergency ambulance services, including the EMS Act, generally, as well as Health and Safety Code sections 1797.201 and 13862, Government Code sections 26227 and 31000, Welfare & Institutions Code Sections 16817, 17000, and 17001, and County Ordinance Code, Division 48.
- D. The parties acknowledge and agree that nothing in this MOU shall be construed as a relinquishment, abandonment, or waiver of District's administrative authority, rights, or obligations under Health and Safety Code section 1797.201.
- E. The parties acknowledge and agree that each of them has participated in the drafting of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply.

II. Term. The term of this MOU shall commence on the Effective Date and shall continue indefinitely, unless terminated by either party in accordance with Section V, below.

III. Operations And Performance Standards.

A. Services for County Medical Services Program Patients And Indigent Persons.

- 1. District shall be County's Designated Emergency Ambulance Service Provider for County Medical Services Program patients and indigent persons within the meaning of Welfare & Institutions Code section 17000. County shall require County Medical Services Program patients and indigent residents located within District's Service Area to obtain emergency ambulance services from District.
- 2. District's provision of emergency ambulance services to all indigent residents within the meaning of Welfare & Institutions Code section 17000 shall be at no cost to such persons or County.
- 3. In exchange for District's provision of emergency ambulance services to indigent persons within District's Service Area, County assigns to District all proceeds, revenue, and reimbursements from the provision of such services to nonindigent persons within District's Service Area.

B. Exclusive Services. Except for the provision of backup services or for mutual-aid, County shall not enter into any agreement with any other provider for responses to requests for ground emergency ambulance service originating within District boundaries during the term of this MOU.

C. Coordination.

- 1. District shall consult and coordinate with CCEMS regarding District's administration of District's emergency ambulance services.
- 2. District acknowledges and agrees that it is subject to the medical control authority of CCEMS's medical director in accordance with the EMS Act.

3. County acknowledges and agrees that the medical control authority of CCEMS's medical director shall not be construed to allow any of the activities specified in Health & Safety Code section 1798.8, or to otherwise control, interfere with, or infringe upon, District's internal administrative matters.

D. Work and Services. District shall provide, administer, and manage its emergency ambulance operations, personnel, and resources in accordance with all applicable federal and state EMS laws and regulations, CCEMS medical control policies, procedures, protocols, and guidelines, and high professional standards.

E. Continuation of Obligations Under Prior Agreement.

1. Except as provided for in this MOU, the parties' obligations found in Ambulance Service Agreement No. 23-055-19 (as amended) ("Prior Agreement"), shall continue for a period of ninety (90) days following the Effective Date.
2. In the event of any inconsistency, conflict, or ambiguity as to the rights and obligations of the parties under this MOU and the Prior Agreement, the terms of this MOU shall control and supersede any such inconsistency, conflict, or ambiguity.

IV. Successor MOU.

- A. The parties agree to meet and confer in good faith to negotiate and memorialize a successor MOU, which shall supersede this MOU and the Prior Agreement.
- B. Thirty (30) days after the parties enter into a successor MOU, County's Board of Supervisors shall recommend to CCEMS that CCEMS designate ERA-IV as "nonexclusive for purposes of Health & Safety Code section 1797.224" in its local EMS plan.

V. Termination.

- A. For Cause. Upon breach of this MOU, the nonbreaching party shall have the right to terminate this MOU for cause by giving written notice to the breaching party of such termination, the reasons, and specifying the effective date of such termination. Notwithstanding the foregoing, it shall be a condition precedent to the nonbreaching party's right to terminate this MOU for cause that if such breach is susceptible of cure or remedy, a period of thirty (30) days from and after the giving of such notice shall have elapsed without the breaching party having effectively cured or remedied such breach during such 30-day period, unless such breach cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional sixty (60) days) provided the breaching party has made and continues to make a diligent effort to effect such remedy or cure.
- B. For Convenience. Either party may terminate this Agreement for convenience upon one-hundred and twenty (120) days written notice to the other party.

VI. General Conditions.

- A. Choice of Law and Personal Jurisdiction.

1. This MOU is made in Contra Costa County and shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
 2. Any action relating to this MOU shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
- B. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this MOU be adopted or revised during the term hereof, this MOU shall be deemed amended to assure conformance with such federal or state requirements.
- C. Independent Contractor Status. This MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.
- D. Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
- E. Alterations to Agreement. No alteration, modification, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.
- F. Severability. If any provision of this MOU is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire MOU will be severable and remain in effect.
- G. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
- H. Captions and Headings. The captions and paragraph headings used in this MOU are for convenience of reference only and shall not affect the construction or interpretation of this MOU or any of the provisions hereof.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

COUNTY OF CONTRA COSTA

**SAN RAMON VALLEY FIRE
PROTECTION DISTRICT**

By: _____

Board of Supervisors

By: _____

Paige Meyer,
Fire Chief, San Ramon Valley Fire
Protection District

Date: _____

Date: _____

Approved as to form:

By: _____

County Counsel

By: _____

[NAME],
Counsel, San Ramon Valley Fire
Protection District