

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN SAN BERNARDINO
COUNTY FIRE PROTECTION DISTRICT AND CONFIRE**

This agreement (“Agreement”) is by and between the San Bernardino County Fire Protection District and Consolidated Fire Agencies (“Contractor”), together, they are referred to as “Parties,” and individually, as a “Party”.

RECITALS

1. San Bernardino County Fire Protection District maintains complete administrative and operational control of the ambulances operating within their areas of responsibility according to its authority and under California Government Code, Title 5, Division 2, Part 1, Section 54980 and California Health and Safety Code Section 1997.201 (“.201 Provider”).
2. In accordance with its .201 Provider responsibilities, San Bernardino Fire Protection District is authorized to sub-contract for emergency ambulance services in their areas of responsibility.
3. Due to extended response times in the high desert of San Bernardino County, San Bernardino County Fire Protection District serves as an authorized mutual aid provider to AMR. In that capacity, Sand Bernardino County Fire Protection District routinely provides mutual aid for AMR.
4. San Bernardino County recognizes the need for additional emergency ambulance services within its areas of responsibility as a .201 Provider.
5. San Bernardino County Fire Protection District wishes to engage Contractor to provide additional mutual-aide as set forth in this Agreement, on a limited term basis so that the San Bernardino Fire Protection District can continue to provide services to their mutual-aid partners and better serve San Bernardino County.
6. San Bernardino County Fire Protection District is in need of such mutual-aid services and the Contractor warrants that it is competent and able to perform such mutual-aid services.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Payment
- Exhibit C: General Terms and Conditions

- Exhibit D: Insurance
- Exhibit E: Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on December 20, 2023 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) December 31, 2024 (“Initial Term”).

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of San Bernardino County Fire Protection District, and are not entitled to benefits of any kind or nature normally provided employees of San Bernardino County Fire Protection District and/or to which San Bernardino County Fire Protection District employees are normally entitled, including, but not limited to, disability or unemployment insurance, workers’ compensation insurance, medical insurance, sick leave, vacation leave, or any other employment benefit. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

4. SCOPE OF SERVICES

Contractor shall furnish to San Bernardino County Fire Protection District the services described in Exhibit A (“Services”). The provision of Services shall not constitute of a waiver of San Bernardino County Fire Protection District’s rights and obligations under applicable law, including their recognition as a .201 Provider.

5. PAYMENT

The Contractor is duly authorized by the San Bernardino County Fire Protection District to recuperate its costs for providing said services, through standardized emergency ambulance billing procedures. As such no payment shall be made by San Bernardino Fire Protection District and Exhibit B (“Payment”) is intentionally left blank.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached, and incorporated by reference.

8. HIPAA BUSINESS ASSOCIATE AGREEMENT

The "Business Associate Agreement" is set forth in Exhibit E.

9. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To San Bernardino County Fire
Protection District:
Attn: Dan Munsey, Fire Chief
157 W. 5th Street, 2nd Floor
San Bernadino CA 92415

To Contractor:
Consolidated Fire Agencies
Attn: Nathan Cooke, Interim Director
1743 Miro Way
Rialto, CA 92376

10. LIMITATION OF LIABILITY

[Intentionally Left Blank]

The Parties have executed this Agreement on the dates indicated below.

San Bernardino County Fire Protection District

Consolidated Fire Agencies

Date: _____, 20____

Date: _____, 20____

By: _____
Print Name: Dan Munsey
Its: Fire Chief

By: _____
Print Name: Nathan Cooke
Its: Interim Director

**EXHIBIT A
to AGREEMENT FOR SERVICES**

SCOPE OF SERVICES

As set forth in the Recitals to this Agreement, San Bernardino County Fire Protection District recognizes the need for additional emergency ambulances services in its areas of responsibilities as a .201 Service Provider. In doing so San Bernardino County Fire Protection District can free up existing fire district emergency ambulances to provide mutual-aid to AMR, in the San Bernardino County region.

If furtherance of this objective, Contractor shall provide the Services set forth below:

1. Fully equipped emergency ground ambulance and or ambulances on an as needed basis, at the request of San Bernardino County Fire Protection District, if has emergency ground ambulance(s) available.
2. Fully equipped ground ambulance(s) shall be staffed by appropriately certified staff of Contractor. Contractor shall be solely responsible for staffing such fully equipped ground ambulance(s).
3. The emergency ground ambulance(s) will permit San Bernardino Fire Protection District to continue providing mutual-aid to AMR.
4. Said services may subject to additional requirements by the Local Emergency Medical Services Agency ("ICEMA"). As such the Scope of Services may be amended as set forth in this Agreement.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

PAYMENT

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EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of their profession, including but not limited to applicable laws and policies.

2. **TERMINATION.**

a. **Without Cause by San Bernardino County Fire Protection District or Contractor.** San Bernardino County Fire Protection District and Contractor may, at any time, with or without reason, terminate this Agreement. Written notice by San Bernardino County Fire Protection District or Contractor shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or San Bernardino County Fire Protection District or no later than three (3) days after the day of mailing by the terminating party, whichever is sooner.

b. **With Cause by San Bernardino County Fire Protection District or Contractor.** San Bernardino County Fire Protection District or Contractor may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:

- (1) material violation of this Agreement by either Party; or
- (2) any act by Contractor or San Bernardino County Fire Protection District exposing the other party to liability to others for personal injury or property damage; or
- (3) A party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of party's insolvency.

Written notice by San Bernardino County Fire Protection District or Contractor shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to San Bernardino County Fire Protection District or Contractor.

3. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**

a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness

(ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; **or**

(2) arises out of, pertains to, or relates to the performance of this Agreement

b. **Indemnified Parties, Defined.** The "Indemnified Parties" are San Bernardino County Fire Protection District, its officers, consultants, employees, and trustees.

c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death.,

d. San Bernardino County Fire Protection District may accept or reject legal counsel Contractor proposes to defend San Bernardino County Fire Protection District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

4. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

5. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of San Bernardino County Fire Protection District, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to San Bernardino County Fire Protection District notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that San Bernardino County Fire Protection District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to

comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

6. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify San Bernardino County Fire Protection District of this information.
7. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon San Bernardino County Fire Protection District until San Bernardino County Fire Protection District's legislative body or designee has approved all the terms and conditions contained herein.
8. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
9. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of San Bernardino County Fire Protection District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify San Bernardino County Fire Protection District, in writing, and, at the sole option of San Bernardino County Fire Protection District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from San Bernardino County Fire Protection District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying San Bernardino County Fire Protection District of the violation, Contractor shall bear all costs arising therefrom.

10. **CERTIFICATION/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all certifications and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement at the expense of Contractor,

11. **ANTI-DISCRIMINATION.** It is the policy of San Bernardino County Fire Protection District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, reproductive health decision making (protected under section 12920 of the Government Code in California), national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
12. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit San Bernardino County Fire

Protection District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that San Bernardino County Fire Protection District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by San Bernardino County Fire Protection District.

14. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

15. ASSIGNMENT AND SUCCESSORS. Neither San Bernardino County Fire Protection District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

16. SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

17. FORCE MAJEURE. No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

18. VENUE/GOVERNING LAWS. This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which San Bernardino County Fire Protection District's principal administrative office is located.

19. ATTORNEY'S FEES. If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.

20. EXHIBITS. All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.

21. ENTIRE AGREEMENT. This Agreement represents the entire agreement between San Bernardino County Fire Protection District and Contractor with regards to emergency ambulance services and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both San Bernardino County Fire Protection District and Contractor.

22. MODIFICATION. This Agreement may be amended at any time by the written agreement of San Bernardino County Fire Protection District and Contractor.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver

of a subsequent breach of the same or any other provision under this Agreement.

24. AUTHORITY. The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

25. HEADINGS AND CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

26. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, CONFIRE, and the contracting agencies and member agencies of San Bernardino County Fire Protection District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with San Bernardino County Fire Protection District the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to San Bernardino County Fire Protection District and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to San Bernardino County Fire Protection District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that San Bernardino County Fire Protection District, and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained

- by San Bernardino County Fire Protection District.
- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

EXHIBIT E
to AGREEMENT FOR SERVICES

BUSINESS ASSOCIATE AGREEMENT

Existing Business Associate Agreement, dated [insert date], exists and is incorporated herein by this reference.