

**FIRST AMENDED INDEPENDENT CONTRACTOR
AGREEMENT FOR SPECIAL SERVICES
EMERGENCY AMBULANCE SERVICES**

This first amended agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Priority Ambulance, LLC (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

- A. WHEREAS, CONFIRE completed a competitive bidding process consistent with Public Contract Code section 20812 and CONFIRE Administrative Policy 4.004.
- B. WHEREAS, CONFIRE desires to utilize the services of Contractor as an independent contractor to provide countywide emergency ambulance services, including transport, as more fully described herein; and
- C. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and will hold all necessary licenses to practice and perform the services herein contemplated; and
- D. WHEREAS, CONFIRE and Contractor desire to contract for the specific services described in Exhibit “A” (the “Scope of Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- E. WHEREAS, no official or employee of CONFIRE has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

AGREEMENT

In consideration of the promises set forth below, the Parties agree as follows:

- 1. The proceeding recitals are incorporated as though set forth herein.
- 2. **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 A-1: CONFIRE RFP
 - Exhibit A-2: San Bernardino County Request For Proposal #ICEMA23-ICEMA-4811

- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Supplemental Terms and Conditions

3. **EFFECTIVE DATE AND TERM**

This Agreement shall become effective on the date it is executed by representatives of both Parties (“Effective Date”). If CONFIRE is the successful proposer for (the “County RFP”), the term of this Agreement shall be coterminous with the term of the contract(s) awarded under the County RFP. The Parties may mutually agree in writing to a contract extension.

If CONFIRE is not the successful proposer in connection with the County RFP, then this Agreement shall become null and void, and no compensation shall be made to Contractor.

4. **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 CONFIRE, and Contractor’s employees are not entitled to benefits from CONFIRE of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. 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.

5. **SCOPE OF SERVICES**

Contractor shall furnish to CONFIRE the services described in Exhibit A (“Services”).

6. **COMPENSATION**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”). This Agreement is the result of an arm’s length transaction. The compensation paid under this Agreement shall reflect the fair market value of the services rendered.

7. **GENERAL TERMS AND CONDITIONS**

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

8. **INSURANCE**

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

9. **SUPPLEMENTAL TERMS AND CONDITIONS**

The Supplemental Terms and Conditions are set forth in Exhibit E.

10. **REPRESENTATIVES**

CONFIRE shall designate one or more representatives of CONFIRE for purposes of this Agreement who shall be authorized and may issue all consents, approvals, directions and agreements on behalf of CONFIRE, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

11. **PROJECT MANAGER**

CONFIRE shall designate a Project Manager to work directly with the Contractor in the performance of this Agreement.

Proposer shall designate a Project Manager who shall represent it and be its agent in all consultations with CONFIRE during the term of this Agreement. Contractor and its Program Manager shall attend and assist in all coordination meetings called by CONFIRE.

12. **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 CONFIRE:
Consolidated Fire Agencies
1743 Miro Way
Rialto, CA 92376
Attn: Nathan Cooke,
Interim Director

To Contractor:
Priority Ambulance
9721 Cogdill Road, Suite 302
Knoxville, TN 37932
Attn: Chief Operating Officer

With additional copy to:
Priority Ambulance
9721 Cogdill Road, Suite 302
Knoxville, TN 37932

Attn: General Counsel

13. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. Contractor’s financial obligations under this Agreement shall be limited to its costs of providing the services furnished to CONFIRE as set forth in Exhibit A. Except as set forth in this Contract, in no event shall Contractor be liable, regardless of whether any claim is based in contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

CONSOLIDATED FIRE AGENCIES

PRIORITY AMBULANCE, LLC

Date: _____, 2023

Date: _____, 2023

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
to AGREEMENT FOR SERVICES

Contractor shall provide the services described in CONFIRE's RFP and the County's RFP, attached here to as Exhibit(s) A-1 and A-2, respectively.

[The Parties mutually agree that, if CONFIRE is awarded the prime contract by San Bernardino County, that contract shall be substituted in place of RFP materials as the Exhibit A to this Agreement.]

**FIRST AMENDED
EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION**

A. Compensation

- a. Year 1 price per Unit Hour--\$208.50.
- b. Annual Increase in Compensation. On each anniversary date of this Agreement, an adjustment to the Unit Hour Price shall be made as follows: The Consumer Price Index-Medical Care (CPI-Medical Care) published by the United States Bureau of Labor Statistics shall be consulted, and the index for the most recent 12-month period shall be determined based upon available published reports. If the 12-month index is a negative value, there shall be no adjustment in the Unit Hour Price for the new contract year; if the 12-month index is a positive value, the Unit Hour Price for the next contract year shall be increased by an amount equal to the CPI-Medical Care index for the most recent 12-month period.
- c. Increased Compensation

The compensation set forth in this Paragraph (a) shall be increased by mutual agreement of the parties, under the following circumstances:

- 1. Increase in Labor Costs – Prior to Term of Agreement
 - a) A new collective bargaining agreement goes into effect prior to the Term of this Agreement;
 - b) The new collective bargaining agreement results in an increase in labor costs; and
 - c) The Parties shall negotiate in good faith to mutually agree upon an Amended Exhibit B to reflect the increase in compensation, provided, however, that any adjustment to the Unit Hour Price shall not be less than the Bureau of Labor Statistics' Consumer Price Index for Riverside-San Bernardino – Ontario CPI-U, for the most recent twelve month period preceding the effective date of the new collective bargaining agreement.
- 2. Increase in Labor Costs – During Term of Agreement
 - a) Contractor is required to negotiate a new collective bargaining agreement during the Term of this Agreement;
 - b) The new collective bargaining agreement results in an increase in labor costs; and
 - c) The Parties shall negotiate in good faith to mutually agree upon an Amended Exhibit B to reflect the increase in compensation, provided, however, that any adjustment to the Unit Hour Price shall

not be less than the weighted average of the wage scale increases to the job classifications covered by the new collective bargaining agreement.

d) In negotiating any new collective bargaining agreement, Contractor shall regularly consult with CONFIRE and shall keep CONFIRE apprised of material developments in the negotiations. If CONFIRE so desires, a representative of CONFIRE may participate as a member of Contractor's negotiating team. In order to qualify for the price adjustment described in Subsection (c) above, Contractor must obtain CONFIRE's consent to the new collective bargaining agreement, which consent shall not be unreasonably withheld. This consent provision is not intended, and shall not be construed, as imposing any restriction or limitation upon Contractor's ability and obligation to negotiate in good faith with the bargaining unit's representative.

3. Additionally, if any federal, state or local law goes into effect prior to or during the Term of this Agreement, which requires Contractor to increase hourly wages paid to employees providing services under this Agreement, the Parties shall negotiate in good faith to mutually agree upon and approve an Amended Exhibit B to reflect an appropriate increase in compensation related to wage increases required by law.

d. Additional Services.

Contractor shall not receive compensation for any services provided outside of the Scope of Services, specified in Exhibit A to this Agreement, unless CONFIRE, prior to the Contractor performing the additional services, approves such additional services in writing. The Parties will cooperate in good faith to address any requests for additional services in emergency or unforeseen circumstances.

e. CONFIRE shall be responsible for its own billing and collection for transports, as well as its administrative expenses, and compensation and benefits for its own personnel; Contractor will fund initial startup capital costs and cover its own working capital requirements and operating expenses, including compensation and benefits for its personnel, administrative offices, ambulance operations centers, fleet maintenance, and sub-stations (if needed), provided, however, that by agreement of the parties, Contractor units may be posted at fire stations of CONFIRE member organizations, at no cost to Contractor, as part of the deployment plan mutually agreed to by the Parties from time to time.

B. Payment

a. Schedule

Each month, Contractor shall invoice CONFIRE for Unit Hours provided in the preceding month.

b. Process

Payment shall be made within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services provided.

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 Contractor's profession for services to California public agencies and consistent with the terms of the RFP issued by the County.

2. **ORIGINALITY OF SERVICES.** (Intentionally omitted)

3. **PRODUCT.** THE PARTIES DO NOT ANTICIPATE THE CREATION OF ANY NEW INTELLECTUAL PROPERTY THAT MIGHT BE REGISTERED UNDER TRADEMARK, COPYRIGHT AND/OR PATENT LAWS. EACH PARTY SHALL RETAIN OWNERSHIP OF ITS OWN REGULARLY GENERATED BUSINESS AND OPERATIONAL RECORDS. IN THE EVENT CONTRACTOR IS SPECIFICALLY ASKED TO CREATE A NEW WORK OF INTELLECTUAL PROPERTY IN CONNECTION WITH THIS AGREEMENT, Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

4. **TERMINATION.**

a. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:

- (1) material violation of this Agreement by the Contractor; or
- (2) any act by Contractor exposing CONFIRE to substantial liability, as agreed by the Parties, to others for personal injury or property damage (which is not covered by available insurance); or
- (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within sixty (60) 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 sixty (60) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor.

b. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- (1) material violation of this Agreement by CONFIRE; or
- (2) any act by CONFIRE exposing the Contractor to substantial liability, as agreed by the Parties, to others for personal injury or property damage (which is not covered by available insurance); or
- (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) 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 thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.

c. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

d. Upon termination, CONFIRE shall have the right to take possession of the Contractor's ambulances and related equipment for the purpose of providing the services itself unless and until a replacement subcontractor is obtained. During any such emergency takeover, Contractor shall allow CONFIRE to use its ambulances and equipment, provided, however, that CONFIRE shall pay to Contractor on a monthly basis fair market rental for the use of such ambulances and equipment. If the parties are unable to agree upon the amount of fair market rental, the parties shall jointly select a public accounting firm to provide an independent expert opinion regarding fair market rental.

5. **IDEMNIFICATION/DEFENSE/HOLD**

HARMLESS

- a. **Contractor Indemnification, Defense, and Hold Harmless.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the CONFIRE, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from this Agreement or the Agreement by and between the County of San Bernardino and CONFIRE, including without limitation the payment of all consequential damages.
- b. **CONFIRE Indemnification, Defense, and Hold Harmless.** To the furthest extent permitted by California law, CONFIRE shall defend, indemnify, and hold free and harmless the Contractor, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of CONFIRE, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from this Agreement or the Agreement by and between the County of San Bernadino and CONFIRE, including without limitation the payment of all consequential damages. CONFIRE shall also indemnify Contractor if and to the extent its breach of the prime contract with San Bernardino County or this subcontract results in a claim against the Performance Bond procured by Contractor.
- c. **Claim, Defined.** A “Claim” consists of actions, counts, citations, claims, costs, damages, demands, judgements, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations,

reasonable attorney’s fees and consultants’ fees and causes of action related to property or persons, including personal injury and/or death.

6. **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.
7. **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 CONFIRE, 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 CONFIRE 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 CONFIRE 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. The Parties will cooperate with regard to the execution of appropriate Business Associate Agreements under HIPAA.
8. **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 CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE

until CONFIRE's legislative body has approved all the terms and conditions contained herein.

- 10. 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.
- 11. COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE 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 CONFIRE, in writing, and, at the sole option of CONFIRE, 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 CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.
- 12. PERMITS/LICENSES.** Contractor and all of Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving.
- 14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE 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, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, 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).

- 15. 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 CONFIRE, 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 CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** Contractor agrees to perform all the work set forth in the Scope of Work to the complete satisfaction of CONFIRE. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation shall be directed by the clinical and time performance standards set forth in the County's RFP, and include without limitation:
- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 17. 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 26 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 CONFIRE.
- 18. 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.

- 19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. It is anticipated that, if CONFIRE is the winning proposer in connection with the County RFP, Contractor will likely create a subsidiary company to perform the services contemplated by this Agreement; in that event, the Parties agree to execute an appropriate amendment assigning the Contractor's role under this Agreement to the newly formed Contractor subsidiary. Any future amendments shall not interfere with CONFIRE's right to maintain the naming conventions for purposes of the services and publicity related to their contract with the County.
- 20. 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.
- 21. 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.
- 22. 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 CONFIRE's principal administrative office is located.

- 23. 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.
- 24. 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.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor 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 CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. PUBLIC RECORDS ACT DISCLOSURE.** Contractor has been advised and is aware this Agreement and all reports, documents, information and data, including but not limited to, computer data, tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to CONFIRE may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250, et seq.) CONFIRE will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. CONFIRE shall not, in any way, be liable or responsible for the disclosure of any trade secret, including without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 28. ORDER OF PRECEDENCE:** In the event of an inconsistency in this Agreement and any of the Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 29. RESPONSIBILITY FOR ERRORS.** Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by CONFIRE's representative, regarding any service rendered under this Agreement at no additional cost to CONFIRE. In the event that an error or omission attributable to Contractor, Contractor shall, at no cost to CONFIRE, provide

all estimates and other Contractor professional services to rectify and correct the matter to the sole satisfaction of CONFIRE and participate in any meeting required with regard to the correction.

30. NO THIRD-PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of CONFIRE and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

31. 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.

32. 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.

33. 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.

34. 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 CONFIRE 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 CONFIRE 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 \$3,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$5,000,000
Professional Liability	\$2,000,000
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 CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "These policies shall not be canceled without not be less than thirty (30) days' notice to CONFIRE."
 - 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 CONFIRE and contracting agencies and member agencies of CONFIRE, 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 CONFIRE.

- 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

SUPPLEMENTAL TERMS AND CONDITIONS

1. **PROHIBITED EMPLOYMENT.** Contractor shall not employ any regular employee of CONFIRE while this Agreement is in effect, without the consent of CONFIRE.
2. **RETIREMENT ELIGIBILITY INDEMNIFICATION.** In the event that Contractor or any employee, agent or subcontractor of Contractor providing services under this Agreement claims or is determined to by a court of competent jurisdiction or the appropriate Retirement System to be eligible for enrollment as an employee of CONFIRE, Contractor shall indemnify, defend, and hold harmless CONFIRE for the payment of any employee and/or employer contributions for Retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CONFIRE.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents or subcontractors providing services under this Agreement shall not qualify or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CONFIRE, including but not limited to eligibility to enroll in a retirement system as an employee of CONFIRE and entitlement to any contribution to be paid by CONFIRE for employer contribution and/or employee contributions for retirement benefits.

3. **DRUG FREE WORKPLACE.** Contractor shall provide a drug-free workplace in compliance with Inland Counties Emergency Medical Agency (“ICEMA”) and/or CONFIRE’s Policies., whichever is more restrictive.