

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES  
Emergency Communications Nurse Services (ECNS)**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Regional Emergency Medical Service Authority, a Nevada nonprofit corporation (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

**RECITALS**

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

**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: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on November 25, 2021 (“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) November 24, 2022.
- c. This agreement may be extended for one additional year with Administrative Committee approval.

**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 CONFIRE, and are not entitled to benefits 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.

**4. SCOPE OF SERVICES**

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

**5. COMPENSATION**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

**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. 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  
Attn: Art Andres, Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:

Regional Emergency Medical Service  
Authority  
Attn: Dean Dow  
450 Edison Way  
Reno, NV 89502

**9. 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.

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

**CONSOLIDATED FIRE AGENCIES**

**REGIONAL EMERGENCY MEDICAL SERVICE AUTHORITY**

Date: \_\_\_\_\_, 20\_\_

Date: 10/18, 2021

By: \_\_\_\_\_

By: 

Print Name: Art Andres

Print Name: Dean Dow

Its: Director

Its: President/Chief Executive Officer

**EXHIBIT A**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

This scope of work will include the following areas:  
*(drawn from original contract dated November 25, 2020)*

**A.1. Background**

The CONFIRE Regional Emergency Communication Center is a Joint Powers Agreement (JPA), which serves the 13 agencies, coordinating fire, rescue, and EMS resources in San Bernardino County (SBC). Their service area spans approximately 80% of the populated area, processing an average of over 225,000 dispatched calls per year. Near 85% of calls dispatched are medical in nature, of which near 125,500 of those are processed through the Emergency Medical Dispatch (EMD) protocols through ProQA software provided by the International Academy of Emergency Dispatch (IAED). The CONFIRE Emergency Communications Center (ECC) is an Accredited Center of Excellence (ACE) as recognized by IAED, in the provision of these EMD services.

The Regional Emergency Medical Service Authority (REMSA) is a Nevada nonprofit corporation and regional emergency medical transport and emergency medical dispatch provider in Northern Nevada, providing 9-1-1 response and transport, interfacility transport, disaster preparedness, special events coverage, search and rescue, tactical medical support, and public education to near 500,000 resident population and to over an average of five million visitors annually. REMSA provides ground ambulance services under a performance-based franchise agreement with the Washoe County Health District and is the sole provider of emergency and inter-facility ground ambulance transport services within Washoe County (excluding Incline Village and Gerlach). REMSA responds to approximately 70,000 requests for service per year of which all are processed through EMO.

In addition to its franchise obligations, REMSA staffs and manages a Nurse Health Line (NHL) communications center 24 hours a day, seven days a week, staffing Registered Nurses (RN) to provide assessment, recommended level of care or referrals to community resources to callers who are transferred to the Nurse Health Line from the 911 Center, or to callers who call the Nurse Health Line directly via an IO-digit telephone number. Those callers who are transferred from the 911 Center are vetted through the EMD protocols to determine if they should be categorized as low acuity and most likely not in need of a lights and sirens emergency government resources field response. In these situations, the RN, using the Priority Solutions Inc, LowCode software, under the auspices of the IAED's Emergency Communications Nurse System (ECNS) and accessing a local community Resource Directory in an attempt to provide solutions to callers that are either in a health care plan which can provide a level of service within their network or can be referred to other community resources (the services referenced in this paragraph referred to as the "Nurse Health Line Services"). Where the context so applies, the term "ECN Line" will refer to REMSA's Nurse Health Line described above.

CONFIRE and its stakeholders desire a partnership with REMSA for the interim provision of ECN services through REMSA's Nurse Health Line while CONFIRE works to stand up its own ECN program. CONFIRE anticipates that 20% or approximately 14,000 of their call volume may be eligible for ECN services.

The over program plan is for CONFIRE to reach a level of staffing and program administration of which they can then provide their own ECN services, anticipated during the second quarter of Year 2021. Until then, the

services of the REMSA's Nurse Health Line will enhance the services to the San Bernardino community and provide a template of which to emulate as CONFIRE stands up their own 911 to ECN Line.

## 2. Description of Services

The term "Services" or "ECN Services" shall refer to the services described in the following paragraph: Contractor will provide, at Contractor's communications center, the Nurse Health Line Services for Client, utilizing California-certified registered nurses specifically trained in the Priority Solutions Inc, protocol system "Emergency Communication Nurse (ECN) System", to assess and triage callers transferred from Client to the Contractor Call Center located in Reno, Nevada. Via the phone system, Contractor's nurse personnel will provide care, guidance and/or referral to the appropriate health care or community resource as prescribed by the Emergency Medical System (EMS) in San Bernardino County, to be provided by Client.

## 3. Joint Duties and Responsibilities of Client and Contractor

- 3.1 Primary Contact - The Parties will each designate a primary contact person to handle the operational details of the Scope of Services specified in this Agreement. The Parties will jointly develop an Implementation Plan for the commencement of services described in this Agreement. As part of the Implementation Plan, the Parties will mutually agree on a service launch date.
- 3.2 Sharing of Data - The Parties will jointly develop and share data and information, both qualitative and quantitative, as allowed by law, for the purpose of care coordination for the callers served by Contractor. CAD and LowCode will be shared as prescribed by the PSI interface. This access is for the purposes of QA and customer service reviews, aggregate survey data collection and report development (refer to 3.11) as conducted by REMSA and CONFIRE.
- 3.3 Notice of schedule change - notice schedule changes will be on or before the 15th of the month, allowing the change to occur on 1st of the following month. Should the 1st fall on day that is a holiday or service day that is incompatible with schedule change, parties will agree on the specified date.
- 3.4 Change management procedures will be mutually agreed upon by both parties. In particular, change to scheduling (see 2.4) or Resource Directory changes maybe unpredictable and unscheduled. Therefore, parties must agree that spontaneous change may be requested and managed appropriately.
- 3.5 Grievance Procedure is defined in the Operation Plan as described below and will be mutually agreed upon by parties.
- 3.6 Operational Plan - A mutually agreed upon operations plan (Attachment A) will detail the call flow and any and all local protocols requested by CONFIRE and/or REMSA. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.
- 3.7 Technology Plan - A mutually agreed upon technology plan (Attachment B) will detail technical interfaces and/or data flow between CONFIRE and REMSA equipment. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

#### 4. Contractor Duties and Responsibilities

- 4.1 ECN Service Line - Contractor will provide a ten-digit telephone line, 24 hours- per-day, 7 days-per-week with specifically trained staff certified in the (IAED) Emergency Medical Dispatch (EMD) protocols, ECNS system protocols and, who understand or is certified in quality assurance systems and practices.
- 4.2. Credentials - The ECN Line will be staffed by specially trained registered nurses. Registered nurses will be licensed in Nevada and California and will maintain Emergency Medical Dispatch (EMD) certification and Emergency Communications Nurse System (ECNS) certification.
- 4.3 Protocols - CONFIRE will be transferring eligible callers via 911 or other telephone number to the ECNS Line, for the provision of applying the PSI protocol-driven algorithm certified by the International Academy of Emergency Dispatch.
- 4.4 Clinical Quality Improvement & Accreditation - Contractor will maintain a quality improvement program as required by the IAED's Accredited Center of Excellence (ACE) designation. Contractor will maintain industry-specific accreditation. Additional accreditations may be achieved as mutually agreed by the Parties. Both parties will agree on process and type of calls that are reviewed outside of the normal (random) call selection.
- 4.5 Service Area - for the purposes of this contract, the applicable service area is the locations of which calls are transferred to that originated at the CONFIRE Emergency Communications Center (ECC). The ECC services approximately 80% of the greater San Bernardino County geographical location and population.
- 4.6 Designated Phone Number - Contractor will provide a designated phone number for calls to be transferred to the ECN Line. Client agrees that this phone number can be a pre-existed phone line or extension. Optimally, the line used would be exclusive to CONFIRE transfers, which sets the ECN's preparation for a call from the SBC locale.
- 4.7 Eligible Callers - A caller that accesses 911 requesting medical services to a valid location within the CONFIRE serviced area. CONFIRE ECC staff apply EMO protocols, including Case Entry and Determinant Selection, in where the caller's acuity is identified as eligible for an ECN transfer. The transfer is conducted and answered by the on-duty ECN who will process the caller's information via an approved script and protocol. When the ECN successfully completes the ECNS protocol a recommended level of care is be provided to the caller.

#### 5. Client Duties, Responsibilities and Acknowledgements

- 5.1. Emergency Medical Conditions - Client acknowledges and agrees that once the can is received by Contractor, and any time a caller believes that emergency medical care is required, Contractor will immediately transfer the caller to the appropriate 9-1-1 public safety answering point according to protocols established by Client.
- 5.2. Eligible Callers - Eligible callers include those who have accessed 911 and are within the CONFIRE service area.

- 5.3. In-Network Referral List - The Parties will jointly develop a change procedure to update the lists containing in-network and SBC services.
- 5.4. Availability of Client's In-Network Services - Client is solely responsible for availability of in-network and SBC services following referral by the ECN.

**EXHIBIT B**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**COMPENSATION**

**A. Compensation**

\$93.00 per hour

Not to exceed the sum of \$1,135,809 annually.

**B. Payment**

a. Schedule

*Note: This provision will typically set forth a timetable for payment, including milestones that trigger payments.*

b. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.



**EXHIBIT C**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**GENERAL TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **PRODUCT.** Title to Product (other than software) will pass to CONFIRE upon delivery of equipment to CONFIRE. CONTRACTOR shall bear the responsibility for all risks of physical loss or damage to the Product until such Product is delivered to CONFIRE, except to the extent such damage is caused by CONFIRE. To retain the benefit of this clause, CONFIRE shall promptly notify CONTRACTOR of any loss or damage upon receipt of any or all items of Product and cooperate in the processing of any claims made by CONTRACTOR.
3. **TERMINATION.**
  - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner. The Agreement shall terminate without further obligation of CONFIRE as of that date, except that CONFIRE shall pay CONTRACTOR for all fees, charges and expenses earned up to the date of termination and CONFIRE shall return all hardware and software components which have not been fully paid for.
  - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
  - c. **Without Cause by CONFIRE.** CONFIRE may terminate this Agreement at any time if (i) Contractor fails to comply with any material term or condition of this Agreement unless the Contractor cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Contractor commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Contractor's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect Contractor's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement at any time if (i) CONFIRE fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to Contractor, CONFIRE cures such breach within fifteen (15) days after written notice of such failure by Contractor or (b) in other cases, CONFIRE cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, CONFIRE commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CONFIRE's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.
  - e. Upon termination, Contractor shall provide CONFIRE with all documents that are not considered confidential or proprietary

produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents. In the event the violating party has not satisfactorily remedied the violation at the end of the thirty (30) day cure period defined in section 23.2 above, the grieved party may either 1) request a written plan from the violating party which defines a specific course of action for correction of the violation, or 2) serve written notice upon the violating party of intent to terminate, and seek any and all legal remedies for breach of this Agreement. The grieved party reserves the sole and exclusive right to determine which course of action is selected.

**4. 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;

**b. Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, 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, except that:

**(1)** If the Agreement is a contract for design professional services under Civ.

Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and

**(2)** If Contract is a construction contract with a public agency under Civ. Code, §2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

**d.** CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE 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 4.a, supra, of this Exhibit C.

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

**6. CONFIDENTIALITY.** Contractor and 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 five (5) business days 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. Notwithstanding the above, the Contractor shall own the copyrights, trade secrets, patent rights and other proprietary rights and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. CONFIRE shall acquire no intellectual property ownership rights to the underlying software or documentation for the Services or the materials covered by the License ("Software or Documentation") as a result of such use, whether as author, joint author, or otherwise. CONFIRE understands and agrees that the Software and Documentation (including without limitation Application Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Scope of Services, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Contractor Proprietary Information") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage. If any Contractor or Subcontractor Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, CONFIRE shall (i) provide to Contractor (and, if applicable the concerned subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other

disclosure thereof, (ii) provide to Contractor (and, if applicable the concerned subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Contractor or Subcontractor Proprietary Information. The obligations imposed in this Section shall survive the termination or rescission of this Agreement.

7. **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.
8. **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.
9. **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.
10. **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.

- 11. PERMITS/LICENSES.** Contractor and all 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.
- 12. SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement.
- 13. 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 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, Contractor agrees to require like compliance by all its subcontractor(s).
- 14. 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. CONFIRE will be responsible for any related expenses it incurs in relation to any such audit.

- 15. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
  - a. Requesting that CONFIRE employee(s) evaluate Contractor and 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).
- 16. 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 CONFIRE.
- 17. 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.

**18. 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. An acquisition or merger of all or substantially all of the Contractor's assets shall not be considered an assignment hereunder. In such event upon the assumption of Contractor's obligations by an assignee, Contractor shall provide notice to CONFIRE. CONFIRE shall not assign this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld. 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.

**19. 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.

**20. 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.

**21.**

**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 CONFIRE in which CONFIRE's principal administrative office is located.

**22. 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.

**23. 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.

**24. 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.

**25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

**31. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.

**32. APPLICABLE LAW.** Contractor shall apply with applicable law as a condition of this Agreement, including by way of illustration and not by limitation, all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

a. components or potential

**33. PIGGYBACK CLAUSE.** For the term of the Agreement, Contractor agrees to contract on the same terms as set forth in this Exhibit C to this Agreement with interested agencies for the services set forth in this Agreement (a "Piggyback Contract"). Contractor shall require each of the interested agencies to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract, and by entering into a

Piggyback Contract each of the interested agencies agrees to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract. CONFIRE expressly disclaims any warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise, and by entering into a Piggyback Contract each of the interested agencies agrees that CONFIRE extends no warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise.

**34. Grant Specific Requirements**

a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Exhibit E).

b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List ([www.sam.gov](http://www.sam.gov)). Please note a DUNS number is required to register on the SAM web site.

c. Local preference does not apply.

**EXHIBIT D**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**INSURANCE**

Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain at all times during the Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a state- approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of Contractor and all risks to such persons under this Agreement.
  
2. **Commercial/General Liability Insurance** – Contractor shall carry General Liability Insurance covering alloperations performed by or on behalf of Contractor providing coverage for bodily injury and property damage of One Million Dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Personal injury
  - d. Contractual liability.
  - e. Two Million Dollars (\$2,000,000) general aggregate limit.
  
3. **Automobile Liability Insurance** – Primary insurance coverage shall be written on an ISO Business Auto coverage form for hired and non-owned automobiles or Symbol 8 (hired) and 9 (non-owned). The policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  
4. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy, subject to the terms, conditions exclusions and other provisions of the insurance policy. The coverage shall also apply to automobile liability.
  
5. **Additional Insured** – All policies, except for the Workers' Compensation policies shall contain endorsements naming the member agencies of CONFIRE, CONFIRE, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for CONFIRE to vicarious liability but shall allow coverage for CONFIRE to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85 or its equivalent.

6. **Waiver of Subrogation Rights** – Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the member agencies of CONFIRE, CONFIRE, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against CONFIRE.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CONFIRE.
8. **Proof of Coverage** – Contractor shall furnish Certificates of Insurance to CONFIRE evidencing the insurance coverage, including endorsements, as required, at the time this Agreement is mutually executed, and Contractor shall maintain such insurance at all times during this Agreement. Within fifteen (15) days of the Effective Date, Contractor shall furnish a copy of the Certificate of Insurance for the applicable policies.
9. **Severability of Interests** – Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Contractor and CONFIRE or between CONFIRE and any other insured or additional insured under the policy.
10. **Acceptability of Insurance Carrier** – Unless otherwise approved by CONFIRE, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
11. **Insurance Review** – CONFIRE is authorized, but not required, to reduce or waive any of the above insurance requirements whenever CONFIRE determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of CONFIRE. In addition, if CONFIRE determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, CONFIRE is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CONFIRE, inflation, or any other item reasonably related to CONFIRE’s risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CONFIRE to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CONFIRE.

12. **Deductibles and Self-Insurance Retention** – Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) shall be declared to and approved by CONFIRE.
13. **Failure to Procure Insurance** – All insurance required must be maintained in force at all times by Contractor. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for CONFIRE to give notice to immediately terminate the Agreement. Failure to reinstate said insurance

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within the ten (10) days’ of notice to do so shall be cause for termination and for forfeiture of this Agreement, and/or CONFIRE, at its discretion, may procure or renew



such insurance and pay any and all premiums in connection therewith, and all monies so paid by CONFIRE shall be repaid by Contractor to CONFIRE upon demand but only for the pro rata period of non-compliance.

- a. CONFIRE shall have no liability for any premiums charged for such coverage(s). The inclusion of CONFIRE as additional named insured is not intended to and shall not make a partner or joint venturer with Contractor in Contractor's operations.
- b. Contractor agrees to require all parties or subcontractors, or others it hires or contracts with to perform any portion of the Services under this Agreement to provide insurance covering such use with the same insurance policies and requirements for Contractor as set forth in this Agreement and naming CONFIRE as additional insured. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.