

**AGREEMENT
BY AND BETWEEN
CONSOLIDATED FIRE AGENCIES
AND
PRIORITY AMBULANCE CALIFORNIA
(Temporary Services Agreement)**

THIS AGREEMENT FOR SERVICES is entered into as of the 22nd day of October 2024, by and between Consolidated Fire Agencies (“CONFIRE”) and Priority Ambulance California, LLC (“Priority”), collectively referred to as Parties.

**I.
RECITALS**

WHEREAS, CONFIRE is a Joint Powers Authority duly authorized and existing under Government Code, § 6500 et seq.;

WHEREAS, CONFIRE is made up of Member and Contract Agencies that are fire agencies providing fire and emergency medical services throughout San Bernardino County;

WHEREAS, Priority Ambulance California, LLC is CONFIRE’s partner for the delivery of services identified in Contract Number 23-1282 with San Bernardino County;

WHEREAS, pursuant to Court Order the Parties are temporarily unable to perform under Contract Number 23-1282;

WHEREAS, the Parties desire to enter into a contractual arrangement that will provide a basis for Priority employees to perform services within San Bernardino County for CONFIRE and CONFIRE’s Member and Contract Agencies while the Parties are unable to perform under Contract Number 23-1282 (“Temporary Service”);

WHEREAS, this Agreement does not change the employment status of any employees for CONFIRE, its Member or Contract Agencies, or Priority.

NOW, THEREFORE, pursuant to the authority granted by Government Code sections 6502 and 55632 and Health and Safety Code section 13050, and in consideration of the mutual promises and obligations set forth herein, the Parties hereby agree that this Agreement for Services is hereby established as follows:

II.
TERMS AND CONDITIONS

A. General Provisions

1. The preceding Recitals are incorporated as though fully set forth below.
2. The Parties agree that this Agreement will provide a basis for the provision of fire protection and emergency medical services without the relinquishment of either party's existing responsibility to provide such services.
3. The Parties agree that this Agreement is not in furtherance of, nor activity under Contract Number 23-1282 with San Bernardino County.

B. Term and Renewal

The term of this Agreement shall commence on October 22, 2024 and continue through October 22, 2025. The Agreement is subject to earlier termination pursuant to Paragraph E, below.

C. Temporary Services

1. Priority currently employs individuals in the following positions ("Position" or "Positions") that can serve on a temporary basis for CONFIRE, and CONFIRE's Member and Contract Agencies:
 - 1.1 Safety Manager
 - 1.2 IT Engineer
 - 1.3 HR Director
 - 1.4 HR Generalist
 - 1.5 Logistics Manager
 - 1.6 Supply Supervisor
 - 1.7 Fleet Manager
 - 1.8 Lead Mechanic
 - 1.9 Mechanic
 - 1.10 Education & Training Manager (Paramedic)
 - 1.11 EMS Educator (Paramedic)
 - 1.12 Training Officer (Paramedic)
 - 1.13 SSM Analyst
 - 1.14 Dispatch Supervisor
 - 1.15 Dispatcher
 - 1.16 EMT
 - 1.17 Medical Supply Technician
2. The Temporary Services for each Position shall be completed at the request and direction of CONFIRE or CONFIRE's Member or Contract Agency utilizing the

Temporary Services of the Position. Such Temporary Services shall be performed in accordance with applicable Law, Policy and Procedures for the individual agency the Position is assigned to perform Temporary Services.

D. Consideration for Temporary Services

1. Compensation

1.1 CONFIRE shall make payment to Priority for the Temporary Services provided to CONFIRE or CONFIRE's Member or Contract Agencies in accordance with the hourly rates set forth **Exhibit A** to this Agreement.

1.2 Priority shall invoice CONFIRE on a monthly basis for the Temporary Services performed by the Positions. Such invoice shall document the hours, the specific Position as well as the Agency the Services were performed for.

2. Salary & Benefits

The individuals performing the Temporary Services for the Position(s) shall remain employees of Priority. As such Priority shall be responsible for the payment of salary and provisions of benefits for the Positions.

3. Indemnification. Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

3.1 Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to see reimbursement of such costs.

3.2 Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

3.3 For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors, or volunteers.

3.4 Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor, or volunteer of any party to this Agreement shall be considered an “employee” of any other party to this Agreement for purposes of indemnification.

4. Insurance

4.1 Each Party shall provide and maintain either insurance in the form and amounts prescribed below or a statement that the Party is self-insured up to the amount specified below:

4.1.1 Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than \$2 million. The fire damage component of such insurance shall be not less than \$100,000.

4.1.2 Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

4.1.3 Workers Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, the Party employing the Position shall provide Workers Compensation coverage for any injuries sustained in the normal course and scope of the employee’s performance of Services.

4.2 General provisions for all insurance shall include the other Party, its elected and appointed officials, employees, and agents, as additional insureds, except errors and omissions, with respect to this Agreement and the performance of services in this Agreement. Additional insured status under this provision shall be limited to each Party’s obligation to indemnify the other as described in Paragraph 3.

4.3 No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

E. Termination

1. Termination. Upon termination of this Agreement, unless otherwise agreed to by the parties, any amount due for the Services shall be paid by CONFIRE on the date of termination of the Agreement.

2. Unilateral Termination. Any party to this Agreement may unilaterally terminate the Agreement by notice to the other party in writing at least sixty (60) days prior to the effective date of the termination. The notice of termination shall also include the reasons for such termination.

3. Termination Based on Mutual Agreement. This Agreement may be terminated at any time with the mutual agreement of both party's subject to mutually agreeable terms and conditions.
4. Termination for Cause. In the event any party breaches a material provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. In the event the breach is not remedied within thirty (30) days of receipt of the written notice, the Agreement may be terminated unless the timelines are extended by mutual agreement.

F. Miscellaneous

1. Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
2. Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any party hereto without obtaining the prior written consent of the other, and the parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third party beneficiary.
3. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
4. Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.
5. Amendments. This Agreement may be modified in writing and signed by both parties.
6. Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
7. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.

8. Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one party or another. All parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
9. Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

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

10. Authorized Signatures. Each party represents and warrants that the signatories to this agreement are legally authorized to sign and enter into this Agreement on behalf of the parties

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSOLIDATED FIRE AGENCIES

PRIORITY AMBULANCE CALIFORNIA

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
POSITIONS & COMPENSATION
[Priority Spreadsheet of Temporary Service Rates]

Position	Temp Rate per Hour	Available Staff
Safety Manager	\$63.70	1
IT Engineer	\$47.74	2
HR Director	\$100.60	1
HR Generalist	\$43.48	3
Logistics Mgr	\$58.11	1
Supply Supervisor	\$44.01	2
Supply Supervisor	\$42.42	1
Fleet Mgr	\$47.74	1
Lead Mechanic	\$45.07	2
Mechanic	\$38.37	2
Mechanic	\$43.91	1
Ed & Trng Mgr / Paramedic	\$69.02	1
EMS Educator / Paramedic	\$45.08	3
SSM Analyst	\$61.04	1
Dispatch Supervisor	\$48.33	1
Dispatch Supervisor	\$47.23	1
Dispatch Supervisor	\$46.12	1
Dispatcher	\$37.27	1
Dispatcher	\$36.16	2
Dispatcher	\$35.05	4
Dispatcher	\$46.12	1
EMT	\$22.88	1
EMT	\$24.35	27
Med Supply Technician	\$22.88	15