

## **COST SHARE AGREEMENT FOR ENHANCED AMBULANCE SERVICES**

This Cost Share Agreement ("Agreement") is entered into as of November 7, 2023, ("Effective Date") by and among the County of Glenn ("County"), and the City of Orland ("City"), for the purpose of allocating costs associated with the provision of one additional 12-hour ground ambulance for the exclusive and non-exclusive areas of Glenn County. The County and City are collectively referred to as the "Parties" for purpose of this Agreement.

### **RECITALS**

1. Orland Community Ambulance Association dba Westside Ambulance Association ("Westside") has continually provided emergency ground ambulance services within certain geographical areas of Glenn County since 1939 and pursuant to the 'grandfathering' provision of California Health and Safety Code, Division 2.5, Section 1797.224, the County, through Sierra-Sacramento Valley Emergency Medical Services Agency ("S-SVEMSA"), entered into an Emergency Ground Ambulance Exclusive Operating Area (EOA) Agreement for certain geographical areas of Glenn County effective May 11, 2018, with an EOA agreement term of ten (10) years from the effective date of execution of said EOA agreement.
2. The Parties acknowledge that the provision of emergency ground ambulances service is an essential public safety service and desire to increase the deployment and availability of emergency ground ambulance resources within all geographical areas of Glenn County, at a level greater than that which has been previously provided by Westside and other non-exclusive ground ambulance providers in Glenn County.
3. The Parties agree that increasing the deployment and availability of emergency ground ambulance resources within Glenn County is not financially feasible/sustainable utilizing a fee-for-service reimbursement model at this time and believe that providing equipment and a financial subsidy to Westside for the sole purpose of increasing the deployment and availability of emergency ground ambulance resources within all geographical areas of Glenn County is necessary to ensure the public safety.
4. At the request of the Parties, Westside and S-SVEMSA will be entering into the attached draft Side Letter Agreement, or one substantially equivalent thereto, ("Side Letter Agreement"), for the deployment of one (1) additional emergency ground ambulance, preferably at the ALS level, staffed with a minimum of one (1) California licensed and S-SVEMSA accredited paramedic and one (1) California certified EMT or higher level EMS certified/ licensed individual, within its designated emergency ground ambulance zone in Glenn County on an ongoing 12-hour per day, 7-day per week, 365-day per year basis ("12-hour unit").
5. In furtherance thereof, County has agreed to purchase and equip an ambulance to be used by Westside to fulfill its obligations under the Side Letter Agreement and the Parties desire to enter into

this cost share Agreement to provide an annual financial subsidy to assist Westside with the associated operational costs of the 12-hour unit.

6. The intent of the Parties is that the City will pay its portion of the subsidy to County who will then pay the entire subsidy to S-SVEMSA who, pursuant to its statutory, regulatory and contractual obligations to develop, implement and oversee the Emergency Medical Services (EMS) system within all geographical areas of Glenn County, S-SVEMSA has agreed to facilitate/coordinate the collection and distribution of financial subsidy funds between Glenn County, the City of Orland and Westside.


**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals are adopted by the Parties as if fully set forth herein.
2. **Shared Costs.** S-SVEMSA, at the request of the Parties, intends to enter into the Side Letter Agreement for a maximum start-up cost of Thirty-Thousand (\$30,000.00) dollars and a maximum annual operational cost of Six Hundred and Fifty Thousand (\$650,000.00) dollars, through May 10, 2028. The Parties agree that start-up and annual operational costs shall be divided equally between the Parties.
3. **Payment of Funds.**
  - a. In accordance with the Side Letter Agreement, Westside shall invoice S-SVEMSA for reimbursement of any and all allowable costs. S-SVEMSA will pay the invoice up to the maximum reimbursement amount and then invoice and County for those costs. County will pay that amount to S-SVEMSA and then invoice City for one half of that amount which City shall pay within thirty (30) calendar days of receipt of the County's invoice.
  - b. Payment shall be made to:  
  
Glenn County  
Attention: Scott H. De Moss, CAO  
525 W. Sycamore Street, Suite B-1  
Willows, California 95988
  - c. Should another source of funding contribute to the cost of the Side Letter Agreement, the share of the Parties shall be reduced accordingly and proportionately.
4. **Status of Parties.** All acts of the Parties to this Agreement, their agents, officers, and employees, relating to the performance under this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of any other party. Each party to this Agreement, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of any other party to the Agreement.
5. **Hold Harmless.** Each party to this Agreement shall hold each other harmless, defend and indemnify all other parties to the Agreement and their officers, officials, employees and volunteers from and

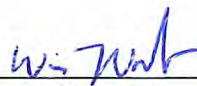
against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with said party's performance of work hereunder to the extent such loss or damages which was caused by the negligence or willful misconduct of the party.

6. **Amendment.** This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.
7. **Notice.** Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which City or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:
  - a. County of Glenn:  
County Administrative Officer  
525 W. Sycamore Street, Suite B-1  
Willows, California 95988  
(530) 934-6300
  - b. City of Orland:  
City Manager  
815 Fourth Street  
Orland, California 95963  
(530) 865-1600
8. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.


GLENN COUNTY  
BOARD OF SUPERVISORS

By:   
Grant Carmon, Chairman

APPROVED AS TO FORM:

By:   
William J. Vanasek  
County Counsel, Glenn County

CITY OF ORLAND  
ORLAND CITY COUNCIL

By:   
Chris Dobbs, Mayor

APPROVED AS TO FORM

By: \_\_\_\_\_  
Gregory Einhorn  
Orland City Attorney