

**AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
THROUGH ITS AIRPORT COMMISSION
TO BE A DESIGNATED EMT-P SERVICE PROVIDER
FOR THE SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AGREEMENT, entered into this first day of July, 2009, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County" and the City and County of San Francisco, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, the County is the Local EMS Agency for the jurisdictional area contained within the County of San Mateo which includes the San Francisco International Airport;

WHEREAS, pursuant to California Code of Regulations, Title 22, Division 9, Section 100167 (b) (4) an EMT-Paramedic Service Provider shall have a written agreement with the local EMS agency to participate in the advanced life support program and to comply with all applicable State regulations and local policies and procedures including participation in the local EMS agency's quality assurance system; and

WHEREAS, the Contractor presently provides fire suppression and paramedic first response at the San Francisco International Airport; and

WHEREAS, Division 2.5 of the California Health and Safety Code, Section 1797.52 specifies that advanced life support services are provided as part of a local EMS system;

Whereas, the Contractors current written paramedic service provider agreement expired on June 30, 2009;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. **Services to be Performed by Contractor**

Contractor is authorized to provide advanced life support using EMT-Paramedics at the San Francisco International Airport at the scene of the emergency and on other non-ambulance first response vehicles.

2. **Payments**

Contractor shall not receive any payments or subsidy by the County for the performance of any services described within this Agreement.

3. **Relationships of Parties**

It is expressly understood that this is an agreement made in order to satisfy the requirements contained in California Code of Regulations, Title 22, Division 9, Article 5, Section 100167, and that no agency, employee, partnership, joint venture or other relationship is established by the Agreement. It is expressly understood that County does not warranty, and is not responsible for, any services provided under this Agreement.

4. **Mutual Hold Harmless**

It is agreed the Contractor, through its Airport Commission, shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Contractor, its officers and/or employees. It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence of the Contractor, its officers and/or employees, and County, its' officers, and/or employees, then the liability for any and all

claims for injuries or damages to persons and/or property which arise out of the terms and conditions of the Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may hereafter be modified.

5. **Assignments**

A. Without the written consent of the Chief San Mateo County Health System or his/her authorized representative, this Agreement is not assignable in whole or in part.

Any assignment by Contractor without the written consent of the Chief San Mateo County Health System or her/his authorized representative violates this Agreement and shall automatically terminate this Agreement.

B. All assignees approved by the Chief San Mateo County Health System or her/his authorized representative shall be subject to the same terms, conditions, and liability applicable to Contractor under this Agreement.

C. All agreements between Contractor and assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

6. **Alteration of Agreement**

This Agreement is the entire Agreement between the parties with respect to matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

7. **Records**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice pursuant to matters covered by this agreement, access to and the right to examine and audit all records and documents

necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and time lines of services performed.

B. Contractor shall retain and preserve all records relating to this Agreement in its possession for a period of five (5) years from the termination date of this agreement, or until audit findings are resolved.

8. **Compliance with Other Agreements and Applicable Laws**

Each party to this Agreement shall comply with all applicable federal, state, county and municipal laws, ordinances, regulations, EMS policies or protocols, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations and/or policies.

9. **Interpretation and Enforcement**

A. **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited by facsimile for transmittal, address:

1) In the case of County:

Chief San Mateo County Health System
County of San Mateo
225 37th Avenue
San Mateo CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Airport Fire Chief
Fire House #3
San Francisco International Airport
San Francisco CA 94128-0112

B. **Controlling Law.** The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

10. Term of Agreement

The term of this Agreement shall be concurrent with the term of the agreement between the County and American Medical Response West commencing July 1, 2009 entitled "Agreement with American Medical Response West for Countywide Emergency Ambulance Service. The parties agree that if said entitled agreement is terminated, this Agreement shall automatically terminate. Additionally, this Agreement may be terminated at anytime by mutual agreement.

It is understood that if this Agreement is terminated for any reason, Contractor will not have approval to be an EMT-P Service Provider of Advanced Life Support Service Provider within San Mateo County and must cease all advanced life support services immediately. In the event this Agreement is terminated, the EMS Administrator will meet with a representative of Contractor to discuss the terms and conditions under which Contractor may be redesignated an EMT-P Service Provider or Advanced Life Support Service Provider.

11. Authority to Enter Into Agreement

The parties executing this Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

CONTRACTOR:
CITY AND COUNTY OF SAN FRANCISCO

By: _____
John L. Martin
Airport Director

Date: _____

By: _____
Joanne Hayes-White
San Francisco Fire Chief

Date: _____

By: _____
John Brown, M.D.
EMS Medical Director

Date: _____

ATTEST:

By: _____
Jean Caramatti, Secretary
Airport Commission
Resolution No. _____
Adopted: _____

Date: _____

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
Michael Leon Guerrero
Deputy City Attorney

Date: _____

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of San Mateo County

Date: _____