

LETTER OF AGREEMENT BETWEEN The County of Alameda and the City of Albany

Purpose

The County of Alameda, Emergency Medical Services (County), and the City of Albany (City) are currently negotiating an agreement for continued First Responder Advanced Life Support (FRALS) and Ambulance Transport Services. Currently, the County and the City have an agreement for Services that is scheduled to expire on June 30, 2011. In order to ensure continuous emergency 911 services to residents and visitors and to allow both parties to have adequate time for review and possible revisions for the new agreement, the following is established:

1. Agreement

- 1.1 **Services:** The City will continue to provide FRALS and Ambulance Transport Services under the same terms and conditions of the current agreement (expiring 6/30/2011). City will continue to provide FRALS and Ambulance Transport Services until October 31, 2011 or until the date the new agreement is executed by both the City and County, whichever date is sooner.
- 1.2 **Authority:** The County will continue to authorize the City as a provider of First Responder Advanced Life Support and Ambulance Transport Services within the Alameda County EMS system under Health & Safety Code Section 1797.178, a paramedic service provider agreement under Title 22 CCR Section 100167, and a written agreement regarding the provision of prehospital emergency medical services under Health & Safety Code Section 1797.201. The County will continue such authorization until October 31, 2011 or until the date the new agreement is executed by both the City and County, whichever date is sooner.
- 1.3 **Payment:** No payments from the County to the City shall be provided under this Letter of Agreement. In lieu of payments, the payment schedule described in the subsequent FRALS and Ambulance Transport Services Agreement shall be retroactive to 7/1/2011 and shall be based on the terms of the subsequent agreement.
- 1.4 **Equipment Loan:** In order for distribution and training to proceed on schedule, an equipment loan between the City and Paramedics Plus to be contained in the new agreement, shall be operative during the effective dates of this Letter of Agreement. See attached Equipment Loan Agreement (Exhibit G).

2. Amendments

Any change to this Letter of Agreement, including its cancellation or replacement, requires the consent of the County and the City. This applies to the substance of the change as well as to its date of applicability. Any change shall be made by exchange of correspondence with acknowledgement by all signatories.

Signatories

County of Alameda

By: _____
Signature

Name: Nate Miley

Title: President of the Board of Supervisors

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

City

By: _____
Signature

Name: Farid Javandel

Title: Mayor, City of Albany

Date: _____

Approved as to Form:

By: _____
Signature

Title: City Attorney

EXHIBIT G - EQUIPMENT LOAN AGREEMENT

A. INTRODUCTION:

Paramedics Plus has contracted with County to loan the following equipment to Contractor for use on FRALS units at no cost to Contractor:

1. **One (1) Rugged mobile personal computer and software** for the PCR system:
 - a. Panasonic CF-19 Toughbook
 - b. One (1) spare battery
 - c. One (1) AC charging cable
 - d. IT support and updates when required
 - e. Routine scheduled maintenance.
2. **Three (3) LIFEPAK 15 System**
 - a. LP 15 monitor-defibrillators capable of wireless transmission of 12-lead ECG's for each unit and sufficient data plan to accommodate and support this process.
 - b. Temporary replacement Lifepak 15s for units undergoing repairs
 - c. Velocitor charger
 - d. Station charger
 - e. One (1) spare battery
3. **Two (2) Physio-Control chest compression system** (LUCAS device)
 - a. Lucas CPR device
 - b. One (1) spare battery
 - c. One (1) station charger

B. CONDITIONS:

1. Acceptance of Paramedics Plus equipment is optional. By accepting equipment under this agreement, Contractor commits to utilizing equipment in the delivery of all ALS First Response services. If Contractor is not utilizing the equipment for the delivery of care (e.g.: closure of a station, reduction of FRALS units) all equipment must be immediately returned to Paramedics Plus.
2. Paramedics Plus shall maintain ownership of the equipment at all times. The terms of this exhibit and the responsibilities outlined herein are not transferable. By accepting Paramedics Plus equipment, the Contractor agrees to comply with all terms and conditions set forth herein associated with the loan of equipment.
3. The Contractor shall be solely responsible for the proper use and deployment of the equipment. Paramedics Plus shall be responsible for training personnel using the equipment on the proper use of the equipment in accordance with any equipment use procedures. The Contractor accepts sole responsibility for operating the equipment at its sole risk.
4. Contractor agrees to give this equipment the same level of care as similar property purchased by Contractor. Equipment shall be returned to Paramedics Plus in as good a condition as when received by the Contractor, reasonable wear and tear excepted. During

the loan period Paramedics Plus agrees to assume all responsibility for maintenance and repair due to normal wear and tear.

5. The Contractor is responsible for the full cost of repair or replacement of any or all of the equipment that is damaged by intentional misuse, abuse, or neglect, lost, or stolen from the time Contractor assumes custody. If the equipment is lost, stolen or damaged, Contractor must immediately notify the Paramedics Plus representative.
6. Paramedics Plus shall pay for all insurance, regularly scheduled maintenance and maintenance agreements for the equipment.
7. All maintenance and repair of equipment shall be performed by personnel authorized by Paramedics Plus. Any unauthorized maintenance voids all original equipment warranties. The Contractor shall be liable for the cost of purchasing a new warranty for the equipment if unauthorized maintenance is performed on the equipment by Contractor's personnel.
8. Contractor shall make the equipment available for inspection and maintenance during regular business hours with adequate advance notice and notify Paramedics Plus in writing of any necessary repairs or if the equipment malfunctions. Inventory management and return notification.
9. Contractor shall maintain and provide annual inventory reports to Paramedics Plus when requested. These reports shall include the Paramedics Plus inventory control number and well as the Contractor unit where the equipment is assigned.
10. Failure to adhere to the conditions described above may result in withdrawal of use and possession of the equipment, through written notice by Paramedics Plus and endorsed by County.
11. Contractor shall return the equipment to Paramedics Plus upon termination of 9-1-1 Ambulance Agreement between Paramedics Plus and County. The current agreement is for the period beginning November 1, 2011, and ending October 31, 2016. County has an option to renew for five additional years, ending October 31, 2021.
12. In consideration for the equipment loan, the Contractor agrees to indemnify, defend and hold Paramedics Plus and County harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the equipment.

Name: _____Edward W. Tubbs

Signature: _____

Title: _____Fire Chief, City of Albany

Date: ____/____/____