

**Memorandum of Understanding**  
**Between the City of Lodi ("COL") and Manteca District Ambulance Service ("MDAS")**  
**For Paramedic Accreditation Services**

**RECITALS**

**WHEREAS**, the City of Lodi has an agreement with the San Joaquin County Emergency Medical Services Agency as a Paramedic services provider; and

**WHEREAS**, the City of Lodi has paramedic licensed employees that are authorized to perform paramedic accreditation services in San Joaquin County; and

**WHEREAS**, Manteca District Ambulance Service has a signed paramedic provider services agreement with the San Joaquin County Emergency Medical Services Agency; and

**WHEREAS**, both entities have agreed to waive any costs associated with providing or participating in accreditation evaluation for COL personnel.

**NOW THEREFORE**, COL and the MDAS hereby enter into the following understanding:

**Mutual Understanding**

1. Term.
  - 1.1. This Memorandum of Understanding ("MOU") shall become effective when signed by all of the parties ("Effective Date").
  - 1.2. This MOU may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.
2. Services
  - 2.1. The MDAS will provide qualified paramedic preceptors or accreditation officers capable of providing accreditation evaluations for licensed paramedic employees of the COL.
  - 2.2. COL understands that only licensed California paramedics that are employed by MDA will participate in the accreditation evaluations.
  - 2.3. COL employee participants will have completed forms as outlined in EMS Policy 2540 and passed the county's paramedic accreditation orientation course before starting supervised field evaluations at COL.
  - 2.4. MDAS paramedic preceptors or accreditation officers will document those skills being evaluated on county form(s) 2540A/B and will be authorized to provide accreditation services under the protocols and procedures identified by the San Joaquin County Emergency Medical Services Agency.
  - 2.5. COL will have their Continuous Quality Improvement ("CQI") Coordinator review, validate, and sign the appropriate forms along with MDAS CQI coordinator. The CQI coordinator at the MDAS will provide a copy of all signed forms to COL for approval and submittal.
3. Fees
  - 3.1. Neither party will seek payment or reimbursement of any applicable fees under this MOU.

4. Mutual Indemnification. Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees, related to the actions and obligations described in this MOU. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.
5. Defense Obligation. In any action in which one party is obligated to provide the other party with a defense, the defending party shall at its cost and expense, fully and diligently defend the other party against any claims brought, investigations undertaken, or actions filed which concern claims for which Contractor is entitled to indemnification under paragraph 4 above.

CITY OF LODI, a municipal corporation

MANTECA DISTRICT AMBULANCE SERVICE

\_\_\_\_\_  
KEN JOHNSON, Fire Chief

\_\_\_\_\_  
JONATHAN ANDREWS, MDA General Manager

ATTEST:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

APPROVED AS TO FORM:  
KATIE O. LUCCHESI, City Attorney

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