

Memorandum of Understanding
Between the Lodi Fire Department ("LFD") and South San Joaquin County Fire Authority ("SSJCFA")
For Paramedic Accreditation Services

RECITALS

WHEREAS, LFD has an agreement with the San Joaquin County Emergency Medical Services Agency ("SJC EMSA") as a Paramedic services provider; and

WHEREAS, LFD has paramedic licensed employees that are authorized to perform paramedic accreditation services in San Joaquin County ("County"); and

WHEREAS, the SSJCFA has a signed paramedic provider services agreement with SJC EMSA; and

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

NOW THEREFORE, the LFD and the SSJCFA hereby enter into this Memorandum of Understanding ("MOU") with the following understanding:

Mutual Understanding

1. Term.
 - 1.1. This agreement shall become effective when signed by all of the parties and written below ("Effective Date").
 - 1.2. This agreement 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. SSJCFA will provide qualified paramedic preceptors or accreditation officers capable of providing accreditation evaluations for licensed paramedic employees of the LFD.
 - 2.2. LFD understands that only licensed California paramedics that are employed by SSJCFA will participate in the accreditation evaluations.
 - 2.3. LFD employee participants will have completed forms as outlined in County EMS Policy 2540 and passed the County's paramedic accreditation orientation course before starting supervised field evaluations at SSJCFA.
 - 2.4. SSJCFA 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 SJC EMSA.
 - 2.5. LFD will have their Continuous Quality Improvement ("CQI") coordinator review, validate, and sign the appropriate forms along with SSJCFA CQI coordinator. The CQI coordinator at the SSJCFA will provide a copy of all signed forms to LFD for approval and submittal.
3. Fees.
 - 3.1. Neither party will seek payment or reimbursement of any applicable fees from the other.

4. Mutual Indemnification.

4.1. 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 shall survive the MOU.

5. Defense Obligation.

5.1 In any action in which a party is obligated to defend the other party pursuant to Paragraph 4.1 above, the indemnifying party shall at its sole cost and expense, fully and diligently defend the other party against any claims brought, investigations undertaken, or actions filed which concern claims entitled to indemnification under this MOU.

6. Insurance.

6.1 Parties will comply with insurance provisions as shown in Exhibit A attached hereto.

IN WITNESS TO WHICH, each party has signed this MOU as of the _____, 2024 ("Effective Date"), and agrees, for itself, its officials, employees, officers, partners and successors, to be fully bound by all terms and conditions of this MOU.

CITY OF LODI, a California municipal corporation,
by and through its Lodi Fire Department
hereinabove called "LFD"

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY, a
duly organized California joint powers agency
under the Joint Exercise of Powers Act
hereinabove called "SSJCFA"

KENNETH JOHNSON
Fire Chief

JONATHAN MENDOZA
EMS Manager SSJCFA

Attest:

OLIVIA NASHED, City Clerk

Approved as to Form:

KATIE O. LUCCHESI, City Attorney





NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements
for most contracts

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) **Additional Named Insured Status**
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
 - (b) **Primary and Non-Contributory Insurance Endorsement**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer
- NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
 - (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.