

**PARAMEDIC STAFFING MUTUAL AID AGREEMENT  
BETWEEN IMPERIAL BEACH FIRE DEPARTMENT AND CITY OF CHULA VISTA**

THIS AGREEMENT is made and entered into as of October 1, 2023 (hereinafter “Effective Date”) by and between the Imperial Beach Fire Department, (hereinafter “Imperial Beach”) and the City of Chula Vista, acting through its Chula Vista Fire Department (hereinafter “Chula Vista”).

WHEREAS, Imperial Beach and Chula Vista are licensed Advanced Life Support (ALS) Paramedic providers operating within the County of San Diego;

WHEREAS, Imperial Beach and Chula Vista provide 911 emergency response operating within the County of San Diego;

WHEREAS, Emergency response agencies across the country are experiencing a significant shortage of qualified paramedics to fill vacancies;

WHEREAS, Chula Vista has prioritized the need to identify and establish access to short-term surge staffing solutions to fill necessary paramedic vacancies until full-time personnel can be hired and trained;

WHEREAS, Imperial Beach and Chula Vista wish to formalize a mutual aid agreement in written terms to have qualified Imperial Beach Paramedics fill Chula Vista Paramedic positions on emergency response ambulances, standby ambulances, and standby foot teams on a reimbursement basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Purpose: To formalize a mutual aid agreement in written terms to have qualified Imperial Beach Paramedics fill Chula Vista Paramedic positions on emergency response ambulances, standby ambulances, and standby foot teams on a reimbursement basis.
2. Term and Termination:
  - a. This Agreement shall become effective upon execution by the Parties hereto and shall continue in full force and effect for a period of twelve (12) months unless terminated or extended pursuant to the terms hereinafter set forth. This Agreement shall automatically renew for successive twelve (12) month periods unless terminated by either Party as provided for herein.
  - b. Notwithstanding any other provision of the Agreement, either party may terminate this Agreement for any reason by providing at least thirty (30) days prior written notice to the other party. This Agreement will become immediately null and void if for any reason Imperial Beach or Chula Vista’s respective contracts are terminated or services are terminated.
3. Services and Responsibilities:
  - a. Imperial Beach agrees to, at their discretion, provide qualified Paramedic personnel when available to fill Chula Vista Paramedic positions identified by Chula Vista.
  - b. Imperial Beach shall not be required to reduce its own emergency response resources, personnel, and services to the detriment of its normal capability to fulfill personnel requests.

- c. Imperial Beach agrees to maintain all necessary licenses and requirements of their Paramedic personnel to operate in the State of California and the County of San Diego and to be in compliance with all statutes, regulations, and ordinances as may now be in effect or as may hereafter be implemented or amended.
- d. Imperial Beach agrees to provide Paramedic personnel availability through communication channels common to the Chula Vista EMS Deputy Chief, or their designee.
- e. Imperial Beach agrees to maintain general and professional liability insurance in an amount that meets or exceeds all statutory requirements of the State of California and as specified within the County of San Diego in force at the time of the request.
- f. Imperial Beach agrees to maintain Workers' Compensation insurance coverages as required by the State of California and the County of San Diego pursuant to the terms of their San Diego County.

4. Invoicing and Payment:

- a. Under the terms and provisions of this Agreement, Imperial Beach will invoice Chula Vista by the hour, rounding up the nearest hour while filling requested positions for actual pay costs incurred. This includes holdover hours due to late relief and calls for service that extends beyond the requested position schedule and impacted other positions/personnel.
- b. Invoices shall include:
  - i. Name of personnel filling the requested position.
  - ii. Rate of pay for that person at the time of assignment.
  - iii. Position filled (i.e.-M38 Paramedic)
  - iv. Date of position filled.
  - v. Start and end time of position filled.
- c. Chula Vista shall pay invoices within 30 days from receipt.

5. Indemnification:

Each Party shall indemnify, defend, and hold the other harmless and its' officers, employees, and agents from and against any liability, claim or cause of action or expense, including defense costs and legal fees arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to their operations or services, which result from bodily injury, death, personal injury, or property damage.

6. Notices:

Written notice required under this Agreement shall be delivered personally, email, or sent by United States Registered or Certified Mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses:

Chula Vista Fire Department  
Public Services North, Building C  
276 Fourth Avenue  
Chula Vista, CA 91910  
Attn: Chief Harry Muns

7. Entire Agreement; Modification:

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior Agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written Agreement.

8. Governing Law:

This Agreement shall be construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of the Agreement regardless of the cause of such termination.

9. Relationship:

In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other Parties. Nothing contained in this Agreement shall be construed to constitute any party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. The Parties' administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of aid and the Parties' respective rights and obligations hereunder.

10. Third Parties:

This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties; and no third party or parties shall have any right or action hereunder for any cause whatsoever.

11. Waiver:

A waiver by any party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

12. Captions:

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. Assignment; Binding Effect:

This Agreement shall not be assigned or transferred by any party, in whole or in part, without the prior written consent of the other Parties, and any assignment or transfer without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

14. Severability:

The invalidity or unenforceability of any term or provision hereof will in no way affect the validity or enforceability of any other term or provision.

15. Non-Exclusion:

Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C § 1320a-7(a). Each party further represents and certifies that is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

16. Capacity:

The undersigned represents and warrants that they have the right and authority to execute this Agreement and to bind the Parties hereto.

The Parties hereto have executed this Agreement on the date first written above.

City of Chula Vista

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

Name: Maria V. Kachadoorian, City Manager

Approved as to form:

\_\_\_\_\_  
Jill D.S. Maland  
Lounsbery Ferguson Altona & Peak  
Acting City Attorney

Imperial Beach Fire Department

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

Name: John French, Fire Chief