



**Designated Emergency Medical Services  
Communications Center Agreement  
3010 Attachment A**

This AGREEMENT is entered into, upon date of execution, by and between NAME, hereinafter referred to as ("DISPATCH"), and the County of Monterey, through the Monterey County EMS Agency, hereinafter referred to as ("AGENCY"). Collectively, AGENCY and the County of Monterey may be referred to as "PARTIES".

WHEREAS NAME wishes to become a call processing center performing certified Medical Priority Dispatch for calls within their current jurisdiction and the Monterey County EMS Agency wishes to ensure that all EMS Agency policies and procedures are followed, as well as all local, state and federal laws, the Parties hereby agree as follows:

**1. DEFINITIONS**

- 1.1 "Designated EMS Communications Center" means an EMS Communications Center that is designated by the AGENCY and that meets all the standards and requirements set forth in AGENCY policy #3110.
- 1.2 "Emergency Medical Dispatcher" or "EMD" is a person who works in a designated EMS Communications Center and who is properly certified and trained in Emergency Medical Dispatching and Medical Priority Dispatch System.

**2. GENERAL REQUIREMENTS**

- 2.1 DISPATCH agrees to adhere to all AGENCY regulations, ordinances, policies and procedures; and agrees to adhere to all State and federal laws.
- 2.2 DISPATCH shall ensure the development of written internal policies and procedures pertaining to relevant aspects of this agreement.

**3. AGREEMENT PERFORMANCE**

- 3.1 This AGREEMENT is an AGREEMENT by and between AGENCY and DISPATCH and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture or association.
- 3.2 Neither the AGENCY, nor DISPATCH shall assign this AGREEMENT to a third party without written consent of all other parties to this AGREEMENT.
- 3.3 Amendments or modifications to the provisions of this AGREEMENT may be initiated by any party hereto and may be incorporated into this AGREEMENT in writing by mutual consent.
- 3.4 This AGREEMENT shall begin upon final execution and shall be in effect for a continuous period unless amended, revoked or terminated as allowed herein.
- 3.6 AGENCY maintains the right to cancel this AGREEMENT for cause immediately should
- 3.7 DISPATCH's performance of this AGREEMENT be determined to be an imminent threat to public health and safety as determined by the County of Monterey EMS Medical Director.
- 3.8 AGENCY maintains the right to cancel this AGREEMENT for cause if DISPATCH fails within thirty (30) days to cure a violation of AGENCY policy, procedure or regulation, or



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3.9 state or federal law related to the provision of services under this AGREEMENT. This thirty (30) day cure period begins to run upon written notice by the AGENCY of such violation.

**4. INSURANCE AND INDEMNIFICATION**

4.1 DISPATCH shall at all times during the term of the AGREEMENT maintain in force all insurance policies as required by Local, State and/or Federal statutes and regulations.

4.2 DISPATCH shall indemnify, defend, and hold harmless AGENCY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with DISPATCHER's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of AGENCY. "DISPATCHER's performance" includes CONTRACTOR's action or inaction and the action or inaction of DISPATCHER's officers, employees, agents and subcontractors.

**5. COMPENSATION AND FEES**

5.1 DISPATCH agrees to furnish all services under the terms of this AGREEMENT without compensation from the AGENCY.

**6. REVOCATION OF AGREEMENT**

Notwithstanding the foregoing, the AGENCY may, at any time during the term of the AGREEMENT, cancel, suspend or revoke the AGREEMENT for DISPATCH'S failure to comply with AGENCY policies, procedures or regulations, or fails to follow the terms of this AGREEMENT. Such action to cancel, suspend or revoke the AGREEMENT shall not be undertaken unless DISPATCH has first received written notice from the AGENCY describing the policies, procedures or regulations with which it allegedly has failed to comply and DISPATCH fails within ninety (90) days after receiving said notice to obtain acknowledgment from the AGENCY that its alleged failure to comply has been corrected or otherwise resolved.

**7. EXECUTION**

In witness whereof, the parties hereto have executed this Agreement on the day and year fully executed below.



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AGENCY \_\_\_\_\_ Date \_\_\_\_\_

TITLE \_\_\_\_\_

DISPATCH \_\_\_\_\_ Date \_\_\_\_\_

TITLE \_\_\_\_\_