



Clatsop County

County Manager's Office

800 Exchange St., Suite 400

Astoria, Oregon 97103

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AGENDA

Ambulance Services Area Advisory Committee Meeting
Monday, October 30, 2023 | 9:00 a.m. – 12:00 p.m. (Noon)
800 Exchange Street, Suite 430
Astoria, OR 97103

Join Zoom Meeting

<https://co-clatsop-or-us.zoom.us/j/91889723222?pwd=OUVONS9xRVd6NXlIM1ZzeFNTWk9mQT09>

Meeting ID: 918 8972 3222

Passcode: 379948

+13462487799,,91889723222#,,,,*379948# US (Houston)

+16699006833,,91889723222#,,,,*379948# US (San Jose)

Find your local number: <https://co-clatsop-or-us.zoom.us/j/91889723222?pwd=OUVONS9xRVd6NXlIM1ZzeFNTWk9mQT09>

1. Call to Order - Chair/Vice-Chair
2. Agenda Approval - Chair/Vice-Chair
3. Organizational Meeting - Justin Gibbs, ASA Administrator
 - a. Introductions - New Members
 - i. Fire: Chief Brian Alsbury
 - ii. Registered Nurse: Kathy Gantz
 - iii. Citizens: Kyle Gorman, Shelly Solum, and Bonnie Thompson
 - b. ASAA Committee Legal Authorities – Anthony Pope, County Counsel
 - c. Committee Position Elections for Chair and Vice-Chair
 - d. Meeting Calendar
4. New Business
 - a. City of Seaside Subcontract for Ambulance Response Services – Justin Gibbs, ASA Administrator
5. Committee Reports
6. Public Comments
7. Next Meeting: Tuesday, January 23, 2024
8. Adjournment

Chapter 5.04

CLATSOP COUNTY AMBULANCE SERVICE AREA

Sections:

- 5.04.010 Policy and purpose.**
- 5.04.020 Definitions.**
- 5.04.030 Exemptions.**
- 5.04.040 Administration.**
- 5.04.050 Ambulance service area.**
- 5.04.060 Ambulance service providers regulated.**
- 5.04.070 Application for ambulance service franchise.**
- 5.04.080 Existing ambulance service providers.**
- 5.04.090 Review of application for franchise.**
- 5.04.100 Board action on application for franchise.**
- 5.04.110 Franchise terms and renewals.**
- 5.04.120 Early discontinuance of service by franchisee.**
- 5.04.130 Transfer of franchises.**
- 5.04.140 Enforcement of franchise provisions.**
- 5.04.150 Preventing interruption of service.**
- 5.04.160 Appeals, abatement and penalties.**
- 5.04.170 Duties of ambulance service franchisee.**
- 5.04.180 Ambulance Service Area (ASA) Advisory Committee.**
- 5.04.190 Regulations of ambulance service.**
- 5.04.200 Initial responder.**

5.04.010 Policy and purpose.

- A. ORS 823.180 requires Clatsop County to develop and adopt a plan for the County relating to the need for a coordination of emergency ambulance services and to establish an ambulance service area (ASA) consistent with the plan to provide efficient and effective emergency ambulance services.
- B. This chapter, together with the document known as the Clatsop County Ambulance Service Area Plan (ASA Plan) make up the complete plan for emergency ambulance services for Clatsop County.
- C. The provisions of ORS 221.485 and 221.495, 478.260(3), and 823.020 through 823.320 require Clatsop County to develop and adopt a plan for emergency ambulance services that recognizes the authority of cities and rural fire protection districts to operate and regulate emergency ambulance services within their own territories subject to the ASA Plan. That the provision of effective and efficient emergency ambulance services pursuant to the Clatsop County ASA Plan within cities and rural fire protection districts must be accomplished primarily on a cooperative basis. Clatsop County will employ formal sanctions and litigation to enforce the provisions of the Clatsop County ASA Plan when voluntary compliance cannot be obtained. (Ord. 95-6 § 3)

5.04.020 Definitions.

“Administrator” means a person designated by order of the Board to administer this chapter and the duly authorized deputy or assistant of such person.

5.04.030

“Ambulance service area (ASA)” means a geographical area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.

“Ambulance Service Area Advisory Committee (Committee)” means the group that will advise the Board as it pertains to the ASA Plan.

“Board” means the Clatsop County Board of Commissioners for Clatsop County, Oregon.

“Franchise” means a franchise to provide emergency ambulance service issued by the Board pursuant to this chapter.

“Persons” means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, cities, rural fire protection districts, and special service districts formed and existing pursuant to Oregon Revised Statute. (Ord. 95-6 § 4)

5.04.030 Exemptions.

This chapter shall not apply to:

- A. Ambulances owned or operated under the control of the United States Government;
- B. Vehicles and aircraft being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an official at the scene of an accident;
- C. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved; or
- D. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County. (Ord. 95-6 § 5)

5.04.040 Administration.

The administrator, under the supervision of the Board and with the assistance of the Committee, shall be responsible for the administration of this chapter. In order to carry out the duties imposed by this chapter, the administrator, or persons authorized by the administrator, are hereby authorized to enter on the premises of any person regulated by this chapter at reasonable times and in a reasonable manner to determine compliance with this chapter and regulations promulgated pursuant thereto. The administrator shall also have access to records pertaining to ambulance service operations of any person regulated by this chapter. These records shall be made available within five working days to the administrator at the person's place of business, or copies made and provided as requested by the administrator. (Ord. 95-6 § 6)

5.04.050 Ambulance service area.

For the efficient and effective provision of emergency ambulance services in accordance with the ASA Plan, the ASA shown on the map attached thereto as Appendix #1, is adopted as the ASA for Clatsop County. The Board, after notice to the affected ASA providers and by the adoption of an order, may adjust the boundaries of an ASA from time to time as necessary to provide efficient and effective emergency ambulance services. (Ord. 95-6 § 7)

5.04.060 Ambulance service providers regulated.

Effective July 1, 1995, no person shall provide emergency ambulance service in Clatsop County, Oregon, unless such person is franchised in accordance with the applicable provisions of this chapter. (Ord. 95-6 § 8)

5.04.070 Application for ambulance service franchise.

- A. Applications for franchises shall be on forms provided by the administrator. In addition to information required on the forms, the Board may require additional information it deems necessary to insure compliance with this chapter.
- B. The applicant shall provide the following information:
 - 1. The name and address of the person or agency applying.
 - 2. The ASA the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
 - 3. A statement as to whether or not the person will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that proposed subcontract shall be provided.
 - 4. A list of vehicles to be used in providing emergency ambulance services including year, make and model, and verification that each vehicle is or can be licensed as a basic life support and/or advance life support ambulance by the Oregon Health Division.
 - 5. A statement that all equipment and supplies in each ambulance will conform to Oregon Health Division standards.
 - 6. A list of personnel to be used in providing emergency ambulance service and their current emergency medical technician level and certificate number, or other appropriate certification.
 - 7. Proof of financial ability to operate, including an operating budget for public bodies or financial statement for private entities, references and/or statement of past ambulance service. Private companies must include a profit and loss statement in addition to the above materials. Other appropriate financial information, such as income, tax returns, or reports by governmental authorities shall also be submitted upon request. Public bodies must provide information regarding the sources and amounts of funding for emergency ambulance services.
 - 8. Proof of public liability insurance in the amount of not less than the tort liability limits set forth in ORS 30.272 and 30.273. Applicants may be self-insured. All policies shall be in a form satisfactory to the administrator and name Clatsop County as an additional insured.
 - 9. A statement of experience in providing emergency ambulance service of a comparable quality and quantity to insure compliance with this chapter, regulations promulgated thereunder, any franchise issued, and the ASA Plan.
 - 10. Proof of ability to comply with the terms and conditions of the ASA Plan and applicable County ordinances, in the form of a narrative summary.
 - 11. A description of any prepaid ambulance service plan, including number of members, number of years of operation, funding and term.
 - 12. Information, in the form of run logs, medical records, supervising physician correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.

13. In the case of an application to transfer or take over an already assigned franchise:
 - a. A detailed summary of how the proposed change will improve emergency ambulance response time, and the quality and level of services to the ASA. It shall include an assessment of how the proposed change will impact the existing first response system.
 - b. Evidence that the call volume in the ASA is sufficient to financially or otherwise justify the change in service.
 - c. Information, in the form of run logs, medical records, supervision physician correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.
- C. The Board may from time to time, by order, adopt fees to defray the actual reasonable costs incurred by Clatsop County in processing applications, and adopt annual franchise fees to defray the reasonable costs of Clatsop County in administering this chapter. (Ord. 95-6 § 9)

5.04.080 Existing ambulance service providers.

Persons who meet the application requirements of Section 5.04.070 and who were providing service on the effective date of the ordinance codified in this chapter shall be franchised to provide emergency ambulance service for the ASA they were serving on such effective date. (Ord. 95-6 § 10)

5.04.090 Review of application for franchise.

- A. Applications shall be reviewed by the administrator, who shall make such investigation as he or she deems appropriate, and who may request assistance of other persons as necessary.
- B. The administrator shall notify the holder of a franchise for providing emergency ambulance service to an ASA of any applications by another person to take over that franchise.
- C. Unless the time is extended by the Board for good cause, the administrator shall make his or her recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The administrator shall transmit his or her recommendation within 90 days after the application and any required supplemental information has been received. (Ord. 95-6 § 11)

5.04.100 Board action on application for franchise.

Upon receipt of the administrator's recommendation, the Board:

- A. Shall publish notice of its intent to hold a public hearing on the application and recommendations at least ten days, but not later than 30 days following publication of notice.
- B. May require additional investigation by the administrator if it finds that there is insufficient information on which to base its action.
- C. Shall, upon the basis of the application, the administrator's recommendation, such other information as is permitted by this chapter, and such information as is presented to the Board at the public hearing make an order granting, denying or modifying the application or attaching conditions thereto.
- D. Shall not make an order adverse to the applicant or to the holder of, or applicant for, another franchise effective less than 30 days after the date of such order and shall notify such persons in writing of the order. The Board may suspend operation of this subsection and enter an emergency order if it finds that

there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

- E. After the Board makes an order granting an emergency ambulance service franchise, with or without conditions, and the franchisee finds he or she is unable to provide a particular service, the administrator may permit the franchisee to subcontract such service to another person if the administrator finds that the quality and extent of the service would not be jeopardized. The administrator may require the filing of such information as he or she deems necessary. (Ord. 95-6 § 12)

5.04.110 Franchise terms and renewals.

- A. The initial ambulance service franchise in an ASA shall be valid for a period of seven years from the date of issuance.
- B. Thereafter, unless the Board finds that a longer or shorter term is required in the public interest, the term of an ambulance service franchise shall be five years.
- C. Unless grounds exist for refusal to renew a franchise under provisions for suspension or revocation as set forth in Section 5.04.140, or unless the franchise is to be given to a new person, franchises shall be renewable. Application for renewal shall be made on forms provided by the administrator.
- D. Not more than 180 days and not less than 120 days prior to the expiration of the franchise, a franchisee wanting to renew the franchise and any person desiring to take over the franchise shall submit an application to the administrator.
- E. Review of all applications for renewal or take over of a franchise shall be conducted in the same manner as for an application pursuant to Sections 5.04.070, 5.04.090 and 5.04.100. (Ord. 95-6 § 13)

5.04.120 Early discontinuance of service by franchisee.

- A. If a franchisee discontinues service before the expiration of his or her franchise, the Board shall set a time by which applications must be submitted for a new franchise in the ASA.
- B. The administrator shall develop an interim plan for coverage of the ASA, using existing franchisees and/or other available resources until the ASA can be reassigned.
- C. The administrator shall issue a temporary certificate valid for a stated period not to exceed six months, entitling a person to provide emergency ambulance service in all or part of the ASA. The administrator may renew a temporary certificate for one additional six-month period. (Ord. 95-6 § 14)

5.04.130 Transfer of franchises.

A franchisee may transfer his or her franchise to another person only upon written notice to and approval by the Board. Review of an application for transfer of a franchise shall be conducted in the same manner as for an application pursuant to Sections 5.04.070, 5.04.090 and 5.04.100. (Ord. 95-6 § 15)

5.04.140 Enforcement of franchise provisions.

- A. Subject to the policies stated in Section 5.04.010, and in addition to the remedy provided in Section 5.04.150, and penalties provided elsewhere in this chapter or at law, the administrator shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke or refuse to renew a franchise as provided in this subsection.

- B. If in the judgment of the administrator, there is sufficient evidence to constitute a violation of applicable local, state or federal law, this chapter, ORS Chapter 823 or the rules promulgated thereunder, the ASA Plan, or if the franchisee has materially misrepresented facts or information given in the application for the franchise, the administrator shall notify the franchisee in writing, by certified mail, return receipt requested, or by personal service, as is provided by law for the service of a summons, of the violation and what steps he or she must take to cure the violation. The administrator shall send a copy of the notice to the Board and to the Committee.
- C. Ten days following the receipt of notice of violation, the Board may enter its order of revocation, modification, suspension or non-renewal, and may thereby revoke, modify, suspend, or not renew the franchise, unless prior thereto the franchisee shall file with the Board his or her request for a hearing on the administrator's notice of violation. If said request is timely filed, or if the Board so moves on its own, revocation, modification, suspension, or non-renewal will be stayed until the Board can, at its earliest convenience, hold a public hearing thereon. Notice of said hearing shall be given to the franchisee by mail and to all others by publication in a newspaper of general circulation in the County or the ASA at least ten days prior to such hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee.
- D. In lieu of the suspension or revocation of the franchise, the Board may order that the violation be corrected and make the suspension or revocation contingent upon compliance with the order within the period of time stated therein. Notice of the Board action shall be provided by mail to the franchisee. The notice shall specify the violation, the action necessary to correct the violation, and the date by which the action must be taken. The franchisee shall notify the Board of the corrective action taken. If the franchisee fails to take corrective action within the time required, the Board shall notify the franchisee by certified mail, return receipt requested, or by personal service that the franchise is suspended or revoked upon service of the notice.
- E. Should the franchisee fail to comply with the Board's order, then the Board may take any steps authorized by law to enforce its order. (Ord. 95-6 § 16)

5.04.150 Preventing interruption of service.

Whenever the Board finds that the failure of service or threatened failure of service would adversely impact the health, safety or welfare of the residents of this County, the Board shall, after reasonable notice, but not less than 24 hours' notice to the franchisee, hold a public hearing. Upon appropriate findings after the hearing, the Board shall have the right to authorize another franchisee or other person to provide services. (Ord. 95-6 § 17)

5.04.160 Appeals, abatement and penalties.

- A. All the decisions of the Board under this chapter shall be reviewable by the Circuit Court of the State of Oregon for the County of Clatsop, only by way of writ of review.
- B. The provision of emergency ambulance service by any person in violation of this chapter, or regulations promulgated thereunder, is a nuisance and the Board may, in addition to other remedies provided by law or by this chapter, institute injunctive abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such emergency ambulance service.

- C. Any person who violates any of the provisions of this chapter is guilty of a violation. Failure from day to day to comply with the terms of these provisions shall be a separate offense for each day. Failure to comply with any provision shall be a separate offense for each such provision.
- D. Violations of these provisions are punishable, upon conviction, by a fine of not more than \$500.00 for a non-continuing offense; i.e., an offense not spanning two or more consecutive calendar days. In the case of a continuing offense, i.e., an offense which spans two or more consecutive calendar days, violation of the provisions is punishable by a fine of not more than \$500.00 per day up to a maximum of \$1,000.00 as provided by law. (Ord. 95-6 § 18)

5.04.170 Duties of ambulance service franchisee.

The franchisee:

- A. Shall conduct its operation in compliance with all applicable state and federal laws, rules and regulations, the terms of this chapter and the Clatsop County ASA Plan.
- B. Shall not fail or refuse to respond to an emergency call for service when an ambulance is available for service.
- C. Shall not respond to a medical emergency located outside its assigned ASA except:
 - 1. When a request for specific emergency ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;
 - 2. When the franchisee assigned to the ASA is unavailable to respond and the franchisee is requested by another franchisee or 9-1-1 dispatch to respond; or
 - 3. When the response is for supplemental assistance or mutual aid.
- D. Shall not voluntarily discontinue service to his or her assigned ASA until he or she has:
 - 1. Given 90 days' written notice to the administrator, or
 - 2. Obtained written approval of the Board.
- E. Subsection D of this section shall not apply to:
 - 1. Change, restriction or termination of service when required by any public agency, public body or court having jurisdiction; or
 - 2. Transfer of franchises pursuant to Section 5.04.130 of this chapter. (Ord. 95-6 § 19)

5.04.180 Ambulance Service Area (ASA) Advisory Committee.

- A. There is hereby created an Ambulance Service Area (ASA) Advisory Committee.
- B. Members shall be appointed by and serve at the pleasure of the Board. The Board may appoint additional persons to the Committee to serve as ex-officio members or advisors. The Board may appoint or approve designation of alternates to serve in the absence of persons appointed to the Committee.
- C. Except for the ASA administrator and other Clatsop County staff, appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for two-year terms. Members shall serve until their successors are appointed and qualified. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.

- D. The Committee shall elect a chairperson. The Committee shall meet at such times as it deems necessary or as called by the Administrator or the Board. The chairperson or any of the seven members of the Committee may call a special meeting with five days' notice to other members of the Committee; provided however, that members may waive such notice.
- E. Fifty percent plus one constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.
- F. In addition to other duties prescribed by this chapter the Committee shall:
 - 1. Review and make recommendations to the Board regarding the selection criteria for determining a franchise to provide emergency ambulance service.
 - 2. Regularly provide information to the Board from prehospital care consumers, providers and the medical community.
 - 3. Periodically review the ASA Plan and make recommendations to the Board, including, but not limited to:
 - a. Review the standards established in the Plan and make recommendations regarding improvement of or new standards as required by OAR 333-260-050;
 - b. Monitor the coordination between emergency medical service resources;
 - c. Review dispatch procedures and compliance; and
 - d. Review the effectiveness and efficiency of the ASA boundaries.
 - 4. Implement the quality assurance program outlined in the ASA Plan to insure compliance with the ASA Plan.
 - 5. Perform such other duties as directed by the Board.
- G. Committee members shall avoid acting in any matters where a conflict of interest may arise. Any Committee member having a direct or indirect financial or pecuniary interest in any matter before the Committee for consideration shall withdraw from participation in any action by the Committee in said matter. Nothing in this section shall limit the ability of any person to provide testimony to the Committee. (Ord. 95-6 § 20)

5.04.190 Regulations of ambulance service.

Upon its own motion or upon a recommendation of the Committee, the Board may adopt ordinances, resolutions or orders regulating emergency ambulance service or implementing this chapter. Such regulations shall not conflict with ORS 823 and rules promulgated pursuant thereto. (Ord. 95-6 § 21)

5.04.200 Initial responder.

Nothing in these provisions prohibits a 9-1-1 agency, responsible for the dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an emergency ambulance service provider. (Ord. 95-6 § 22)

CLATSOP COUNTY AMBULANCE SERVICE AREA ADVISORY COMMITTEE

DUTIES AND RESPONSIBILITIES

The Ambulance Service Area Advisory Committee provides advice and recommendations to the Board of Commissioners regarding provisions of the Ambulance Service Ordinance and the Ambulance Service Area Plan. It reviews and makes recommendations regarding ambulance service franchise selection criteria; provides information from prehospital care consumers, providers and the medical community; reviews and makes recommendations regarding the ASA Plan standards, coordination between emergency medical service resources, dispatch procedures and compliance and the effectiveness and efficiency of the ASA boundaries; investigate complaints about service which has not been resolved by the provider; notify providers of violations of the ASA Plan and notify the Board with a recommended corrective action if the violation has not been corrected within 30 days; review and make recommendations for assignment changes requested by service providers; and receive, evaluate and recommend to the Board proposals for the use of Ambulance Service District funds. These duties and responsibilities are more specifically set out in the Ambulance Service Ordinance and Area Plan.

MEMBERSHIP

Seven persons comprise the Committee and shall include the County Health officer or Health Department Director, a physician familiar with EMS, a person familiar with fire department medical services and four citizens not associated with the EMS system.

TERMS

Initial Committee members serve three year terms. Subsequent appointments shall be for two year terms.

MEETINGS

The Committee meets as it deems necessary or as called by the Administrator or the Board. (Two to four times annually estimated)

TIME COMMITMENTS

Meetings usually require about two hours time.

The County Board has a policy that if a member of a board or commission has

three unexcused absences, the member's inability to participate will be considered as a resignation and the member will be replaced by another citizen.

§ 87(2)(b) COMMITTEE PURPOSE

Ambulance Service Area Advisory Committee

As of 10/25/2023

Salutation	First Name	Last Name	Position	Membership Type	Term Expiration	Notes
Chief	Brian	Alsbury	Fire Representative (City)	Ex-officio/Alternate	6/30/2026	
Dr.	Shannon	Berry	Physician Familiar w/ EMS	Voting Member	6/30/2024	
Dr.	Thomas	Duncan	County Health Officer	Voting Member	N/A	
	J.D.	Fuften	Franchise Representative	Ex-officio	N/A	
	Agnes	Gantz	Registered Nurse (Providence)	Ex-officio	6/30/2026	
	Justin	Gibbs	ASA Administrator	Ex-officio	N/A	
	Kyle	Gorman	Citizen	Voting Member	6/30/2026	
	Jiancheng	Huang	County Health Director	Alternate	N/A	
Chief	Mark	Reckmann	Fire Representative (Rural)	Voting Member	6/24/2024	
	Shelly	Solum	Citizen	Voting Member	6/30/2026	
	Bonnie	Thompson	Citizen	Voting Member	6/30/2026	
	Jill	Tillotson	Registered Nurse (CMH)	Ex-officio	6/30/2025	
Comissioner	Pamela	Wew	Board of Commissioners' Liaison	Ex-officio	N/A	
	Lila	Wickham	Citizen	Voting Member	3/10/2024	

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AGREEMENT

This Agreement is between Medix Ambulance Service, Inc., an Oregon corporation, ("Medix"), and Clatsop County, a political subdivision of the State of Oregon ("County"). Medix provides for emergency and non-emergency ambulance services through the Clatsop County Ambulance Service Area Ordinance, as may be amended from time to time, hereinafter referred to as "ASA Ordinance," and the Clatsop County Ambulance Service Area Plan, as may be amended from time to time, hereinafter referred to as "ASA Plan."

Recitals

Medix requested renewal of an exclusive franchise originally granted in 1995 to provide emergency and non-emergency ambulance services in Clatsop County Ambulance Service Area ASA. Based upon the Ambulance Service Area Advisory Committee ("ASAA Committee") recommendation and information submitted to the ASA Committee and at a public hearing, the County approved renewal of the franchise, to be governed pursuant to the requirements of the Oregon law, Oregon Administrative Rule, the ASA ordinance, and the ASA Plan and this agreement as set forth below.

1. Authorization. Medix is authorized to, and shall furnish ambulance service, including the equipment and materials as hereinafter set forth within the Ambulance Service Area granted herein.
2. Compliance. Medix shall comply with terms of compliance with reference to the following: Oregon Revised Statutes, in particular ORS Chapter 682; Oregon Administrative Rules (OAR), in particular the Department of Human Services, EMS rules found in OAR Chapter 333, Divisions 250, 255, 260 and 265; Clatsop County Ordinance, Chapter 5.04, Clatsop County Ambulance Service Area; Clatsop County Ambulance Service Area Plan; and any other applicable state, federal or local laws, rules or regulations. The County reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any county rules and regulations shall not be inconsistent with the provisions of applicable state regulations mentioned in this subsection. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.
3. Area Definitions:
~~A. County Service Area. Medix shall operate within the established Clatsop~~
County Ambulance Service Area (ASA) which is all of the area within Clatsop County's

jurisdictional boundaries except those areas within the boundaries of Clatskanie Rural Fire Protection District and Mist-Birkenfeld Rural Fire Protection District.

B. Core Area. For purposes of this agreement the 'Core Area' boundaries are defined as the areas served along Hwy 101 from Arch Cape North to Astoria, as far East on Highway 26 as the Highway 53 Junction, and as far East on Highway 30 as the Knappa Junction.

C. Medix Service Area. Medix service area includes all of Clatsop County, and in addition, it operates in Southern Pacific County, Washington, with an eastern boundary of MP 15-24 on Highway 101, and Dismal Nitch on Highway 104, and as far North on the Peninsula as the Northern boundary of the City of Long Beach.

4. Liability Insurance. Medix shall obtain and maintain insurance coverage satisfactory to County, Medix shall add County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Clatsop County as an Additional Insured and provide Notice of Cancellation as set forth in the policy covering its activities and operations under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If Medix, for any reason, fails to maintain insurance coverage as required pursuant to this Agreement, the same shall be deemed a major breach of contract, which is dangerous to public health and safety.

5. Workers' Compensation and Unemployment Insurance. Medix shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Medix shall provide the County with evidence that it is a carrier insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, and full compliance with Oregon unemployment insurance requirements.

6. Independent Contractor. Medix will work as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Its employees and agents will not be eligible for any benefits as a result of payments pursuant to this agreement for federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits.

7. Employment and Public Contract Laws. Medix acknowledges that it is aware and fully understand and shall fully comply with all applicable wage, hour and labor

standards required by State or Federal law. Public Contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

8. Indemnity. Medix shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of Medix, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

9. Attorneys' fees. Medix shall defend the County, its agents and employees against any such claims and to further reimburse the County for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though to suit or action is instituted.

10. Third Party Claims. Medix waives any claims it may have against County, its commissioners, officers, agents and employees, arising out of the County's failure to seek bids prior to entering into this agreement and further shall defend County, its commissioners, officers, agents and employees from any liability therefore to third parties alleging harm therefrom.

11. Performance Requirements

A. Coverage Requirements. Emergency ambulance service is defined as 24 hours per day paramedic-staffed ambulance service, for all calls triaged as requiring an emergency response. Emergency response is determined utilizing the emergency medical dispatch (EMD) card system adopted by the County. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as emergency responses utilizing the EMD card system.

B. Response Time Requirements. Requests for emergency ambulance services shall meet the established County Core Area and zone requirements as established in the Ambulance Service Plan. Medix agrees to a required 45-reponse time for Code 1 calls with the exception of diversion to a Code 3 call. The Code 1 response time includes a requirement to meet that designated response time 90% of the time.

C. Ambulance Staging. Medix agrees to have 2 ambulances in the Core Area (as defined in Section 3. of this agreement) at all times and 3 ambulances in the Medix Service Area (as defined in Section 3 of this agreement) at all times.

D. Unit Hour Utilization Requirements. "Unit hour utilization" is a measure of productivity. A "unit hour" is equal to one hour of service by a fully equipped and staffed ambulance available for dispatch or assigned to a call. "Utilization" is the comparison between the number of unit hours of availability with the actual time used for treatment and transport. The intent of monitoring unit hour utilization (UHU) is to allow for staff rest and recovery as a mechanism for promoting and insuring quality of care, safety and service. Unit hour utilization is not to exceed an average of 0.4500, measured daily and averaged over the term of a month.

E. Performance Reports. Medix shall provide quarterly reports to County within 15 days of quarter end, for evaluation in determining if performance standards and response time requirements are being met. Medix shall participate in review period evaluations as required in Section 14 herein.

F. Non-Emergency and Inter-Facility Services. Any non-emergency or inter-facility services, or services outside the County Service Area, shall not negatively impact Medix ability to meet the requirements of this Agreement.

G. Dispatch Center. Medix shall cooperate and communicate with 9-1-1 centers to assure smooth delivery of dispatched services. Medix will notify the appropriate dispatch center when delayed to a service call by more than 10 minutes. Medix agrees to work with County in the identification of additional dispatch information that would be of use to Clatsop County 9-1-1 centers to improve the emergency medical system. Medix will maintain an automatic vehicle locator in all ambulances used in the performance of this Agreement.

H. Disaster Response. Medix shall maintain a Mass Casualty Incident plan. In the event of a man-made or natural disaster, a declared emergency by an appropriate governmental agency or any other situation as determined by the County, Medix shall not charge County for additional costs unless a federal or state source of funds are available, or the County determines that billing is appropriate under the circumstances. Medix shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by Medix in the course of rendering such disaster assistance, and shall not include costs to maintain production capacity that would have normally been borne by Medix had the disaster not occurred.

I. Fire Service Coordination. Medix has and will attempt in good faith to obtain current Mutual Aid agreements with local fire departments and copies of said agreements will be included as an appendix item within the ASA Plan.

12. Licenses. Medix must have and maintain a state license for the provision of EMS/Ambulance services and agrees to provide County with a copy of required license upon signature of this agreement and upon renewal of the license. Medix shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws, rules, and regulations.

13. Subcontracting. Medix may subcontract out services required by this franchise only with the prior written consent of County. Medix shall be held responsible for the services furnished by any subcontractor, including compliance with the franchise provisions and the terms of this Agreement, the ASA Ordinance and the ASA Plan.

14. Term. The term of this Agreement begins June 1, 2021 and shall end on May 31, 2026. This five (5) year contract shall consist of three (3), 18-month review periods, with a final six (6) month period. At the end of each 18-month period, County staff will evaluate Medix performance, and report findings to the ASAA Committee. Assessments will be based on the 18-month periodic assessment sheet attached as Appendix A. It is mutually understood by both parties that the parameters in the 18-month Periodic Assessment tool may have limited or different applications and value in monitoring and assessing the performance of the Medix, and that over time and experience that there may be a need to assess and revise some of the standards and parameters along with their applications. In the event that Medix does not perform at or above the standard, the ASA Committee may recommend termination to the Clatsop County Board of Commissioners.

15. Default. This franchise may be terminated upon a recommendation by the ASA Committee and a finding by the Board of County Commissioners that Medix has:

- A. Failed to substantially comply with the provisions the ASA ordinance, the ASA Plan or provisions of state or federal laws and regulations.
- B. Materially misrepresented facts or information given part of the review of the performance of the service furnished by Medix.
- C. Materially failed to meet the performance standards set forth herein.
- D. Had its ambulance licenses suspended or revoked by the State.
- E. Filed voluntary or involuntary bankruptcy, or made a general assignment for the benefit of creditors, or had a trustee appointed to manage its affairs.
- F. Failed to take timely corrective action in response to written notice from County of a breach of contract terms.

G. Had its insurance coverage cancelled without comparable coverage in place, or failed to provide County certificates naming County as additional insured.

16. Remedy. Upon a declaration of default, County may sue for damages or take any other action allowed by law and, in the event of a major default, including, without limitation, termination of this Agreement. These remedies are independent, cumulative and not exclusive. The parties acknowledge that the provision of uninterrupted, high quality ambulance service is a critical function necessary to preserve the safety and welfare of the public. In the event of a major default, the County may elect to terminate this Agreement and shall be entitled to receive as liquidated damages, and not as a penalty, the sum of \$2,000 per day until a substitute provider commences, but in no event for more than 90 days. An entity authorized in the interim or emergency basis to provide services shall not be considered a substitute provider. The County shall make diligent, good faith efforts to promptly secure acceptable substitute providers so as to minimize the imposed liquidated damages. Medix acknowledges that it had an opportunity to contest this amount, and concurs with the County that it constitutes a reasonable and genuine attempt to estimate damages and costs which are not readily ascertainable or otherwise recoverable.

17. No property interest. Nothing in the awarding of the original franchise, the granting of extensions, the granting of a license, or the execution of this Agreement, shall in any way be construed as establishing a property interest or any other entitlement other than to permit Medix to enforce the terms of this Agreement.

18. No discrimination. Medix agrees to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind

preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. Time Essence. Time is of the essence of this agreement.

22. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party

23. Oregon Law. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

Clatsop County Board of Commissioners

Mark Kujala 5/14/21
Mark Kujala, Chair Date

Medix Ambulance Service, Inc.

JD Fuiten 5/12/21
JD Fuiten, President Date

RECORDED
NOV 10 2022
Doc# 2022110013

CLATSOP COUNTY, OREGON
800 Exchange Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

**AMENDMENT #1 TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT C7577**

This AGREEMENT is by and between Clatsop County (COUNTY) and Medix (FRANCHISEE). Whereas COUNTY and FRANCHISEE entered into an Agreement on or about 6/1/16 for a term of 5 years, NOW THEREFORE, the parties agree as follows:

1. The "Coverage Requirements" portion of the agreement shall be temporarily modified to read as follows:


Coverage Requirements. Emergency ambulance service is defined as 24 hours per day Advanced Life Support staffed ambulance for all calls triaged as requiring a Charlie, Delta, or Echo response. Response levels are determined utilizing the emergency medical dispatch (EMD) card system adopted by the county. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as Charlie, Delta, or Echo responses utilizing the EMD card system.

2. The conditions of the Amendment will take effect immediately for a period of 6 months upon signature by both parties.
3. In all other respects other than term, the original Contract remains unchanged.

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.


This AGREEMENT will not be effective until approved by the County Administrator.

FOR COUNTY:


Don Bohn, County Manager

11/10/22
Date

FOR MEDIX:


Tom Strecker, Manager

11/7/22
Date

RECORDED

APR 28 2023

DOC# 2023040031

CLATSOP COUNTY, OREGON
800 Exchange Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

**AMENDMENT #2 TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT C7577**

This AGREEMENT is by and between Clatsop County (COUNTY) and Medix (FRANCHISEE). Whereas COUNTY and FRANCHISEE entered into an Agreement on or about 6/1/21 for a term of 5 years, and amended the Agreement on 11/10/22 to temporarily modify ambulance coverage requirements for a period of 6 months, NOW THEREFORE, the parties agree as follows:

1. The conditions of Amendment #1 to temporarily modify ambulance coverage requirements will be extended to 11/10/23.
2. The "Coverage Requirements" portion of the agreement shall be temporarily modified to read as follows:

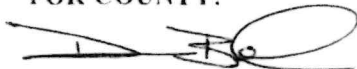
Coverage Requirements. Emergency ambulance service is defined as 24 hours per day Advanced (ALS) or Immediate (ILS) Life Support staffed ambulance for all calls triaged as requiring a Charlie, Delta, or Echo response. Response levels are determined utilizing the emergency medical dispatch (EMD) card system adopted by the county. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as Charlie, Delta, or Echo responses utilizing the EMD card system.

3. In all other respects other than term, the original Contract remains unchanged.

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

This AGREEMENT will not be effective until approved by the County Administrator.

FOR COUNTY:



Don Bohn, County Manager

5/3/23
Date

FOR MEDIX:

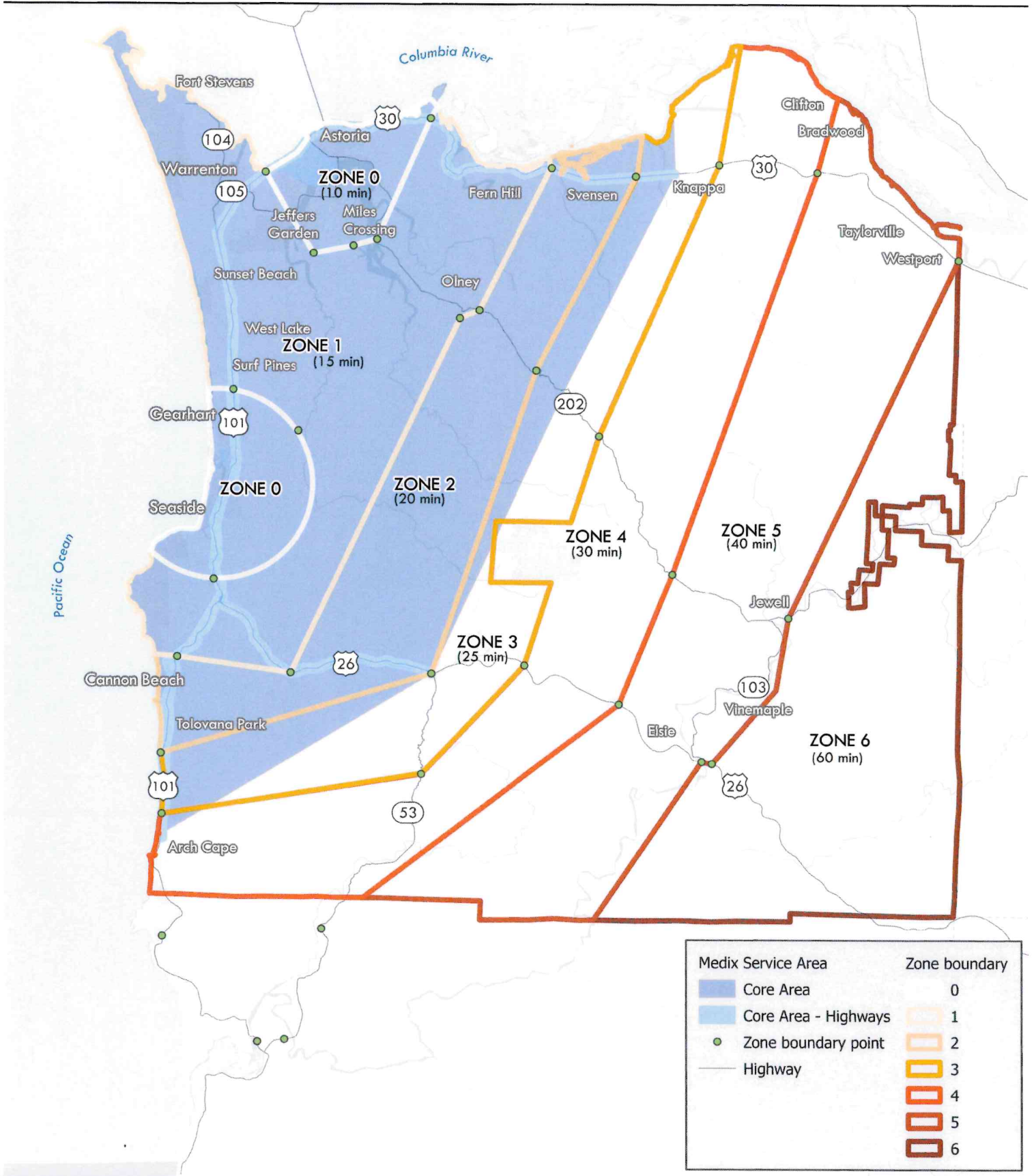


Tom Strecker, Manager

4/27/23
Date



Ambulance Response Zones Map





Clatsop County

Emergency Management

800 Exchange St., Suite 400
Astoria, OR 97103
(503) 325-8645 phone / (503) 325-8325 fax
www.co.clatsop.or.us

October 26, 2023

Medix Ambulance Service, Inc.
Attn: J.D. Fuiten, Owner
2325 SE Dolphin Avenue
Warrenton, OR 97146

RE: CITY OF SEASIDE SUBCONTRACT FOR AMBULANCE RESPONSE SERVICES

Dear Mr. Fuiten,

Pursuant to the Franchise Agreement, Subsection 13: Subcontracting, between Medix Ambulance Service, Inc. ("Medix") and Clatsop County ("County"), recorded on May 17, 2021 and indexed as Doc #2021050035, the County is issuing written consent to subcontract with the City of Seaside for ambulance response services as set forth in the subcontract agreement.

Per the attached subcontract agreement, which has been reviewed by the County and agreed to by the parties, Medix at their sole discretion may request the City of Seaside to respond to an emergency medical request, anywhere within the ambulance service area assigned to Medix, following procedures agreed to by the parties and when it deems said response is in the public's best interest.

Medix shall be held responsible for the services furnished by the subcontractor, including compliance with the franchise provisions and the terms of the Franchise Agreement referenced above, the Ambulance Service Area (ASA) Plan, and the Clatsop County Code of Regulations Chapter 5.04: Clatsop County Ambulance Service Area.

Any modification of the attached subcontract agreement, or additional obligation assumed by the parties in connection with the subcontract agreement, must receive written consent from an authorized representative of the County.

If you have any questions or concerns, please do not hesitate to contact me through the information listed in the header of this correspondence. We appreciate your commitment to delivering the highest level of ambulance service to the citizens of Clatsop County.

Justin L. Gibbs
Ambulance Service Area (ASA) Administrator

CC: Chief Joey Daniels, Seaside Fire Chief
Spencer Kyle, Seaside City Manager
Anthony Pope, County Counsel
Don Bohn, County Manager

Attachment: Subcontract Agreement by and between Medix Ambulance Service, Inc. and City of Seaside

SUBCONTRACT AGREEMENT

A SUBCONTRACT AGREEMENT dated and effective this ____ day of _____, 2023 by and between MEDIX AMBULANCE SERVICE, INC. ("Medix"), an Oregon corporation, and CITY OF SEASIDE ("City"), an Oregon municipal corporation, each individually "Party" and together "Parties".

Recitals

WHEREAS, Medix provides for emergency and non-emergency ambulance services in Clatsop County through the Clatsop County Ambulance Service Area Ordinance ("ASA Ordinance"), the Clatsop County Ambulance Service Area Plan ("ASA Plan"), and an exclusive franchise granted by Clatsop County in an agreement ("Clatsop Medix Agreement") made pursuant to the ASA Ordinance and ASA Plan; and

WHEREAS, With written permission from the County, the Clatsop Medix Agreement allows Medix to subcontract out services required by its franchise; and

WHEREAS, Medix and City desire for Seaside Fire and Rescue to subcontract ambulance response in certain areas within Clatsop County.

NOW THEREFORE, based on the foregoing and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Medix and City wish to enter into a written subcontract agreement ("Agreement") for provision of said ambulance response services, the terms of which are as follows:

1. Authorization. The Parties have obtained written consent from Clatsop County to allow Medix to subcontract with City. City is thus authorized to furnish ambulance service, including the equipment and materials as hereinafter set forth in this Agreement.

2. Term. This Agreement shall run from _____, 2023 through and including June 30, 2028, unless sooner terminated under the provisions of this Agreement. This Agreement may be extended in writing for additional periods as agreed to by the Parties.

3. Compliance. City shall comply with terms of compliance with reference to the following: Oregon Revised Statutes, in particular ORS Chapter 682; Oregon Administrative Rules, in particular the Department of Human Services, EMS rules found in OAR Chapter 333, Divisions 250, 255, 260 and 265; Clatsop County Ordinance, Chapter 5.04, Clatsop County Ambulance Service Area Plan; and any other applicable state, federal or local laws. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.

4. Licenses. City shall maintain and provide to Medix copies of all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws, rules and regulations.

5. Medical Director. For ambulance response services subject to the provisions of this subcontract, Medix's Medical Director will be the supervising physician as required by OAR 333-250-0300 and will responsible for the duties described in OAR 847-035-0025 for both parties. Medix's Medical Director may designate the City Medical Director as an agent as defined in OAR 847-035-0001.

6. Indemnity: The Parties mutually acknowledge they are responsible for their own actions performed in connection with this Agreement. Each Party agrees to indemnify the other Party for any and all liability arising out of the indemnifying Party's own performance under this Agreement and shall hold harmless, indemnify, and defend the other Party and its agents, officers, elected officials, employees, contractors, and volunteers, from and against any and all liability, settlements, loss, costs, and expenses (including attorneys' fees) in connection with any action, suit, claim, or proceeding resulting or allegedly resulting from (1) the Party's own employees, agents, officers, contractors, and subcontractors' (collectively, the "Indemnifying Party") acts, omissions, activities or services in the course of any Indemnifying Party's performance of the services; (2) any violation, or alleged violation of a local, state, or federal law by any Indemnifying Party; and/or (3) any claim regarding intellectual property infringement in connection with the services of this Agreement.

7. Service area. City, as available, may respond to calls anywhere within the ambulance service area assigned to Medix.

8. Requests for Response

Requests: Medix at their sole discretion may requests that City respond to an emergency medical request following procedure set by Medix and the City and when it deems it is in the publics best interest. City will determine if staffing allows City to respond. If City is unable to respond they will immediate notify Medix.

Mass Casualty Incident: When Medix requests that City respond to a Mass Casualty Incident (MCI) in Clatsop County and when City determines in its sole discretion that staffing allows, City will respond.

9. Staffing: City will only respond to calls when its Staffing levels for the level of care meet the requirements of the ASA plan along with State law. If City is unable to provide the level of care staffing required for a call, it shall notify Medix immediately and not respond.

10. Accepting Requests. Upon receiving a request to respond, factors City may consider in order to determine whether staffing allows include but are not limited to:

- Structure or wildland fires when City has committed crews to the fire or district coverage for mutual aid partners;
- Technical rescue incidents when City is already providing crews for rescue; and

- When City does not have an ALS crew (Advanced EMT, EMT-I, or Paramedic and an ambulance operator) on duty or is requested to respond after a general call-back request.

City will report all numbers to Medix that are required for Medix to comply with the ASA Ordinance and Clatsop Medix Agreement.

11. Evaluation: City is held to the standards and reporting requirements set in the franchise agreement and ASA Plan. At the end of each quarter, City shall provide all required data requested by Medix within seven (7) business days..

12. Billing. For any transports requested by Medix under this Agreement that City responds to, City will be responsible for all cost recovery services, supplies and billing through a third-party vendor of City's choice. For transports that City completes where the person transported has a "Lifeguard" membership with Medix, Medix agrees to reimburse City for the difference between the amount paid by the person's insurance and City's fee, which is established by Resolution.

13. Liability Insurance. The Parties shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Medix, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to the Parties' operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.

14. Workers' Compensation and Unemployment Insurance. The Parties certify that each has qualified for State of Oregon Workers' Compensation coverage for all employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407, or as a self-insured employer. If requested, a Party shall provide to the other within ten (10) days after Agreement award a certificate of insurance evidencing overage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to the other Party, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to the other Party. A copy of the certificate of self-insurance issued by the State shall be provided to the other Party if one Party is self-insured.

15. Independent Contractor. For purposes of this agreement, the City is an independent contractor of Medix and will be responsible for any federal or state taxes applicable to services rendered by City.

16. Employment and Public Contract Laws. The Parties acknowledge that they are aware of, fully understand and shall fully comply with all applicable wage, hour and labor standards required by State or Federal law. Public Contracting law, ORS 279B.220

through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

17. Termination. This Agreement may be terminated by either Party for any reason upon written 30-day notice to the other Party.

18. Oregon Law. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of law principles. The Parties hereby agree to the jurisdiction of said courts. Venue shall be in Clatsop County, Oregon.

19. No discrimination. The Parties agree to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

20. Modification. Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Medix.

21. Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred.

22. Integration. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

23. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and each of which shall constitute but one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Each Party agrees that this Agreement may be electronically signed, and that any electronic signature appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the date first set out above.

Medix Ambulance Service, Inc.
JD Fuiten, Owner

City of Seaside
Spencer Kyle, City Manager

Seaside Fire and Rescue
Joey Daniels, Fire Chief