

RESOLUTION NO. 1706

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDEN APPROVING AN AGREEMENT FOR AMBULANCE
SERVICES WITH AMERICAN MEDICAL RESPONSE**

WHEREAS, the term of the previous Agreement for Ambulance Services shall expire on November 9, 2006; and,

WHEREAS, the terms of the current contract, at the option of the City of Golden allow for a (2) two-year extension that may be granted if agreeable by the Contractor; and

WHEREAS, the current Contractor, American Medical Response is in agreement to a (2) two-year contract extension; and


WHEREAS, the emergency medical services provided by American Medical Response is of superior quality; and,

WHEREAS, it is in the best interest of the City of Golden to continue facilitating the superior quality of emergency medical services delivered to its citizens.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

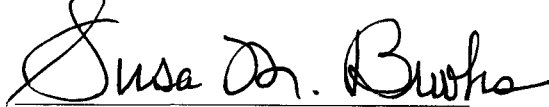
The attached Agreement for Ambulance Services with American Medical Response is approved for of two years.

Adopted the 28th day of September, 2006.



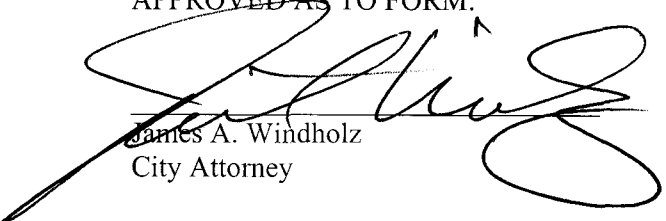
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



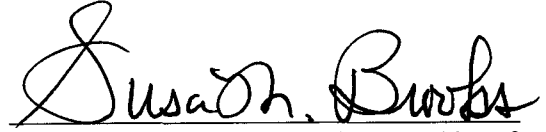
James A. Windholz
City Attorney

Resolution No. 1706
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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 28th day of September, A.D., 2006.

(SEAL)

ATTEST:

A handwritten signature in cursive script that reads "Susan M. Brooks". The signature is written in black ink and is positioned above a horizontal line.

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AGREEMENT FOR AMBULANCE SERVICES

This Agreement is made as of November 9, 2006, by and between the City of Golden ("City") and American Medical Response of Colorado ("Contractor"), authorized to do business in Colorado.

PURPOSE

The purpose of this Agreement is to set forth the terms and conditions pursuant to which Contractor will provide emergency and non-emergency patient transport services as requested by the City in conformance with the performance requirements in this Agreement.

CONTRACT TERM

The term of this contract shall be for two (2) years, beginning on the date of contract execution. This is at the option of the City of Golden, in which a (2) two-year extension is being granted if agreeable by the Contractor with included changes from the previous contract.

The City represents that it has appropriated the funds necessary to pay the said rates for calendar year 2007; however this Agreement and the City's continuing payment of rates for subsequent calendar years of this Agreement is subject to the annual appropriations of funds for such by City Council.

Because this Agreement may extend beyond the current fiscal year, the parties understand and intend that the City's obligation for any payment hereunder constitutes a current expense of the City and it is the parties' intent to comply with the provisions of Article X, Section 20 of the Constitution for the State of Colorado. The City has not pledged its full faith and credit regarding any obligations stated herein and this Agreement shall not obligate the City to apply money from, or levy or pledge any form of taxation to, the payment of any expense incurred by this Agreement.

AREAS OF RESPONSIBILITY FOR CONTRACTOR

Services: Contractor agrees to provide twenty-four (24) hours per day, seven (7) days per week, emergency and non-emergency ambulance service. Contractor further agrees to provide "blood draws" at the direction of the Golden Police Department for the determination of blood alcohol levels. There will be no charge for this service to the City of Golden or the Golden Police Department for this service.

All persons needing ambulance service shall be served regardless of race, color, age, sex, place of residence, financial condition, sexual preference, and presence or absence of medical insurance and regardless of the type of ailment or injury suffered. In the event the Contractor is unable to respond to a request for medical transportation service, the Golden Fire Department and/or Communications Center reserves the right to obtain such service however it deems necessary.

The selected Contractor shall also provide proof that they have various backup and mutual aid agreements in place with other ambulance providers in the case of shortages, work stoppages or other unforeseen event.

The selected Contractor's Primary Dispatch Center will be responsible for providing back up Emergency Medical Dispatch to the Golden Dispatch Center when deemed necessary due to personnel shortages.

Area: The area to be served under the terms of this Agreement shall be the area encompassed by the City limits of the City of Golden and/or other areas serviced by the Golden Fire Department and may from time to time be changed.

Provider of First Choice: During the term of the Agreement, the City shall utilize the Contractor as a provider of first choice. The City shall not engage or utilize other contractors or persons to perform ambulance service of the same or similar nature, excepting instances, where in the reasonable judgment and determination of the City, the Contractor is unable to provide said service within a reasonable time, or is unavailable to provide the necessary service required by the City, or the best immediate interests of the patient require the service of others.

Response Times: The Contractor agrees to provide a minimum of two ambulances and crews based within the city limits at all times. Both units will be for the primary use of the City. One of the units, which will be based within the city limits, may be utilized to service other contracts with a reasonable proximity to the City of Golden. At any time either of the two primary units are out of service, an ambulance furnished and staffed by the Contractor will move into the City and will notify the Golden Police/Fire Dispatch Center that are available in the City for response and their location from which they will be posting. Both ambulances and crews will have the need to be based in the City and will adhere to the same response times as indicated in this agreement.

Code Three Responses – Arrival within 8 minutes or less, 90% of the time. Response time is defined as that period of time from when the Contractor receives the call from the Golden Police/Fire Dispatch Center until the first ambulance arrives on scene.

Code Two Responses – Arrival within 12 minutes or less, 90% of the time. Response time is defined as that period of time from when the Contractor receives the call from the Golden Police/Fire Dispatch Center until the first ambulance arrives on scene.

Response time measurement will be the responsibility of the Contractor. Contractor further agrees to provide monthly reports to the City documenting response time compliance. This report will be provided to the Fire Chief of the city within seven (7) days following the end of each month.

Exemptions to Response Time Requirements: Contractor shall be exempt from the response time performance requirements of this Agreement only as follows:

1. **Weather conditions;** In the event of inclement weather of such severity that the Contractor, in consultation with the City, believes that the threat to the system wide patient care outweighs the threat to individual patient care from a delayed response time; the Contractor may declare a weather emergency, thus suspending response time requirements. The parties agree that a weather emergency will be declared only in times of severe and hazardous driving conditions, such as snowstorms, ice storms, freezing drizzle, or similar situations.
2. **System Overload;** During periods of unusual system overload, which shall mean that at least three ambulance responses occur simultaneously within the City of Golden, the fourth response that occurs shall be exempt from the response time requirement.
3. **Disaster;** During a disaster, mutually agreed upon by Contractor and City, either within the primary service areas or in a neighboring area or community, the Contractor shall be exempt from the response time requirement for all but the primary ambulance. A disaster may include widespread destruction or endangerment of many lives caused by severe weather, flooding, military or civil actions, or natural disasters. The Contractor shall use its best efforts during a disaster.
4. **Clear Creek Canyon;** Responses into the canyon beyond mile marker 269 shall be exempt from the response time. Responses beyond mile marker 269 shall have a designated arrival within 12-14 minutes or less, 90% of the time.

Notwithstanding the foregoing, the City shall have the final decision as to what constitutes acceptable exceptions to response time.

RESPONSE PENALTIES

A \$500 penalty charge per month will be assessed if Code 3 arrival time is not within 8 minutes or less, 90% of the time.

A \$500 penalty charge per month will be assessed if Code 2 arrival time is not within 12 minutes or less, 90% of the time.

A \$500 penalty charge per month will be assessed for times when no ambulance is available and Rescue is placed on standby more than 10 times in a month. This situation constitutes a "**Rescue Up**" status by the Golden Communications Center. "**Rescue Up**" is defined as anytime during the 24 hour day, seven days a week, when no contract ambulance is available within the City.

A \$750 charge will be assessed for any instance when the Contractor fails to respond to an ambulance call and another agency is requested to respond in lieu of.

Response time compliance meetings shall be held on a monthly basis to advise the Contractor and the Golden Fire Department as to the status of the Contractor's compliance rate for the previous month. These meetings shall be held at a time and day mutually agreeable to the Contractor and the Golden Fire Department.

The Contractor shall be made aware of any failure to meet compliance standards at the above named meeting. The Contractor shall have thirty (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls; no protest will be accepted after these thirty (30) days. All protests shall be evaluated by the Fire Chief and the Operations Manager of the Contractor and they shall jointly make the final determination.

All penalty fees are due to the City of Golden with ninety (90) days of the compliance meeting.

Responses: In consideration of keeping such ambulances available, the City agrees that in all cases where a request is made to the City for emergency and/or non-emergency ambulance service, and/or where ambulance service is needed in the course of investigative or rescue operations, all such calls shall be referred to the Contractor. The Contractor agrees that it shall respond to all calls directed by the City, including fire calls. The Contractor may enter into mutual aid agreement with other private ambulance companies and/or fire service agencies that are in the transport business to cover calls within the City upon agreement to such arrangement by the City.

Crew(s): Each crew shall consist of no less than one state certified paramedic and one state certified emergency medical technician, each of whose qualifications, at a minimum, meet the guidelines of the statutes, rules and regulations of the Emergency medical Services Division of the Colorado Department of health, as amended, and are acceptable to the Contractor's Physician Advisor. The working schedule for assigned ambulance crews shall be agreeable to both the City and the Contractor. Preference may be given for ambulance crews that work some type of 24 hour shift on a rotating schedule to allow for continuity and familiarization with Golden Fire Department crews. Prior to assignment to the Contractor's Golden ambulance crews, the Fire Chief will have the opportunity to review, interview, approve or disapprove proposed crew assignments.

Contractor's employees are to be in an acceptable uniform shirt or jacket when responding to requests for transport. All uniforms shall conform to the Contractor's specifications. All paramedics and EMT's shall be required to possess and display, on either jacket or uniform shirt, an easily identifiable nametag, identification card or badge stating the employee's name and position.

Contract employee's, with the Contractor's and the Golden Fire Department's designee permission, will be allowed to wear a baseball style cap stating Golden Fire Department.

This will be the only Golden Fire Department item that may be worn by the Contractor's employees.

Equipment: The Contractor shall furnish, and maintain, at its own expense, its ambulances and all accessory equipment. The Contractor shall also comply with the requirements of the statutes, rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health as amended. In case of conflict between the standards referred to in this Agreement and the Colorado Department of Health specifications, the most restrictive shall apply.

The Contractor will furnish the proper PPE to their employees for use in hazardous environments. This PPE will consist of a minimum of protective headwear and outer garments suitable for auto extrication, technical rescue and working around structure fires or other emergencies.

Inspection: The Contractor agrees that, without notice, the City or its duly authorized representatives, shall have the right to inspect the contractor's vehicles used for performance of ambulance service, for the purpose of determining safety standards of the vehicles used and further, to ensure that the vehicles so used are equipped with the accessory equipment required by the Colorado Department of Health, and said equipment shall be in proper working order for use in Advanced Life Support treatment. The inspection will not impede or delay Contractor's ability to meet the other requirements of this Agreement.

Radio Equipment: Primary dispatching functions for all 9-1-1 generated responses will be handled by the Golden Police/Fire Dispatch Center. The Contractor agrees to equip at its sole expense, such ambulances operated hereunder with 800 MHz two-way radio sufficient to maintain contact with the Golden Police/Fire Dispatch Center.

The Golden Fire Department agrees to provide "pagers" to each of the two ambulances that are assigned to Golden for selective tone alerting. Portable radios will also be provided to each assigned ambulance crew stationed in the City by the Fire Department if there is ample availability.

Scene Control: The Golden Fire Department's Incident Commander shall have command of all fire and rescue scenes. The Golden Police Department shall have command of all crime scene or police duties to which the Contractor is requested to respond. Contractor's employees shall obey the orders and directions given by the appropriate fire or police personnel. The Contractor's paramedic shall be control of all patient care and transport decisions, including mode of transport.

Transport Destination: All patients will be taken to the appropriate facility of the patient's choosing, or as directed by the patient's physician or member of patient's immediate family, provided, however, that in situations where the patient's life is in

danger, the Contractor shall deliver the patient to the nearest appropriate emergency medical facility.

SPECIAL EVENT STANDBY

The Contractor upon arrangements made with the City and the Fire Department will provide necessary ambulance and/or medical team coverage for various events held within the City of Golden above the required coverage for normal ambulance services. Such events could include but not be limited to Buffalo Bill Days, E-Days, 4th of July Celebrations, Christmas Candle Walk, etc. At the request of the City and availability of the Contractor additional ambulances and/or bicycle medic team may be requested to be brought into the City for special events.

INDEPENDENT CONTRACTOR

The parties expressly understand and agree that the Contractor is acting as an independent contractor and not as an employee, official or officer of the City. Nothing in this Agreement is intended to create a relationship, express or implied, or employer-employee or principal-agent relationship between the City and Contractor or between the City and any individual employed or who provides work or services for the Contractor.

The Contractor shall have in effect during the contract period Worker's compensation and Employer's Liability insurance providing full statutory coverage.

The Fire Chief for the City of Golden is the principal administrator of the Agreement with the Contractor.

COMPENSATION

In consideration of the Contractor's performance pursuant to this Agreement, the Contractor agrees to charge for all services according to the schedule of rates that will be attached to this Agreement. Any changes in such schedule or rates shall be provided to the City and attached to this Agreement.

Contractor agrees to transport all persons requiring medical services in custody of the Golden Police Department. Contractor will exhaust all efforts in securing payment for such services from the persons.

In consideration of contractor's performance pursuant to this Agreement, the City may provide rent-free quarters in a Golden Fire Station at the option of the City and in agreement with the contractor. Due to growth and the potential for needs of the City, there is no guarantee that quarters will be provided by the City of Golden. The City agrees to provide the Contractor with a minimum of 90 days notice if there is a need for the Contractor to vacate their crews from the provided quarters. Monetary obligations for the contractor will consist of the following:

- Trash services (Fire Station #4 only)
- Furnishings not provided by the City of Golden
- Telephone lines and service for the contracting crews

- Janitorial supplies and services for living quarters including carpet cleaning
- Any electrical changes required for vehicle plug-in systems
- Interior/Exterior repairs resulting from damage caused by the Contractor
- Occupant insurance on property owned by the Contractor
- Other expenses agreed on between the Contractor and the City of Golden

ASSIGNMENT

The Contractor may not assign or subcontract its rights and obligations under the Agreement, without the prior written approval of the City. Any attempted assignment made contrary to this provision shall serve to terminate the contract at the option of the City of Golden, and shall not convey any rights to the assignee.

COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations and to maintain and to provide to the City and/or the treating medical facility, the following minimum records of all patients: Patient's name, address, dispatch time, arrival time, destination time, and a statement of the patient's condition. The Contractor agrees to utilize a form acceptable to the Colorado Department of Health and the Contractor Physician Advisor for recording patient and response data. The City may, upon notice, inspect the Contractor's records to ensure compliance with the Agreement provisions. Noting contained herein constitutes the waiver of any patient's rights to confidentiality.

The Contractor shall be full compliance with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 as it applies to Contractors duties as set forth in this Agreement.

The Contractor agrees that every patient shall be provided a copy of the *Notice of Privacy Practice* and that every patient signs, if physically and/or mentally able, the Acknowledgement form to acknowledge that she/he has received the *Notice*.

The Contractor agrees that the signed document becomes part of the patient record.

INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the City, its officers, representatives, officials, staff, attorneys, employees, insurers, and self insurance pool from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or other fault of the

Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense against any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false or fraudulent.

Nothing herein shall be construed as a waiver of the rights, benefits and immunities granted the City in accordance with the Colorado Governmental Immunity Act, CRS 24-10-101 et. Seq., as amended or as otherwise provided by law.

SURVIVABILITY

All covenants, indemnities, guarantees and warranties by the Contractor shall survive the termination or expiration of this Agreement.

AMENDMENT

This Agreement may not be amended except in writing executed by the parties hereto.

ATTORNEYS' FEES AND GOVERNING LAW

The parties agree that the unsuccessful party to any such litigation shall pay to the successful party, in addition to all other sums that either party may be ordered to pay, a reasonable sum for the successful party's attorneys' fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

TERMINATION/BREACH OF AGREEMENT

Both parties shall have the right to terminate or cancel the Agreement in the event the other party is in default in the performance or fulfillment of any covenant or condition pursuant to this Agreement and shall fail to correct such default within sixty (60) days written notice. Such notice shall include an explanation specifying the default(s) and the date of intended termination.

INTEGRATION OF UNDERSTANDING

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth and in the documents specifically incorporated herein. All previous communications concerning the subject matter of this Agreement are hereby superseded and this Agreement shall constitute the entire Agreement between the parties.

INSURANCE

This Agreement is contingent upon the Contractor providing to the City written certification of insurance, which insurance shall address and cover all such matters which the City reasonably requires under this Agreement. Such insurance shall name the City as an additional insured and is subject to the reasonable satisfaction and approval of the City.

IMMIGRATION STATUS OBLIGATIONS

A) Contractor certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the United States Department of Homeland Security Basic Pilot Program in order to verify that it does not employ any illegal aliens.

B) Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) Contractor has verified or attempted to verify through participation in the Basic Pilot Program that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the terms and conditions of this Agreement have been completed, whichever is earlier. The provision specified in this subparagraph shall not be required or effective if the Basic Pilot Program is discontinued.

D) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the

subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F) Contractor shall comply with any reasonable request by the State Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

G) If Contractor violates any of the provisions set forth in this section, the City may terminate the Agreement and Contractor shall be liable for all actual and consequential damages incurred by the City.

NOTICES

Notices to be provided under this Agreement shall be given in writing either by hand delivery or deposited in the United States Mail with sufficient postage affixed thereto to the following:

John E. Bales, Fire Chief
City of Golden
911 10th Street
Golden, CO 80401
(303) 384-8090

Louis K. Meyer, Chief Executive Officer
American Medical Response
7575 south Front Road
Livermore, CA 94551-4201
(925) 454-6022

SIGNATURE PAGE

This Agreement is made as of November 9, 2006 by and between the City of Golden and American Medical Response, Inc. and will expire on November 8, 2008.

Chuck Baroch, Mayor
City of Golden

Louis K. Meyer, Chief Executive Officer
American Medical Response of Colorado

Dated this _____ day of September, 2006

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Contract employee's, with the Contractor's and the Golden Fire Department's designee permission, will be allowed to wear a baseball style cap stating Golden Fire Department.

This will be the only Golden Fire Department item that may be worn by the Contractor's employees.

Equipment: The Contractor shall furnish, and maintain, at its own expense, its ambulances and all accessory equipment. The Contractor shall also comply with the requirements of the statutes, rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health as amended. In case of conflict between the standards referred to in this Agreement and the Colorado Department of Health specifications, the most restrictive shall apply.

The Contractor will furnish the proper PPE to their employees for use in hazardous environments. This PPE will consist of a minimum of protective headwear and outer garments suitable for auto extrication, technical rescue and working around structure fires or other emergencies.

Inspection: The Contractor agrees that, without notice, the City or its duly authorized representatives, shall have the right to inspect the contractor's vehicles used for performance of ambulance service, for the purpose of determining safety standards of the vehicles used and further, to ensure that the vehicles so used are equipped with the accessory equipment required by the Colorado Department of Health, and said equipment shall be in proper working order for use in Advanced Life Support treatment. The inspection will not impede or delay Contractor's ability to meet the other requirements of this Agreement.

Radio Equipment: Primary dispatching functions for all 9-1-1 generated responses will be handled by the Golden Police/Fire Dispatch Center. The Contractor agrees to equip at its sole expense, such ambulances operated hereunder with 800 MHz two-way radio sufficient to maintain contact with the Golden Police/Fire Dispatch Center.

The Golden Fire Department agrees to provide "pagers" to each of the two ambulances that are assigned to Golden for selective tone alerting. Portable radios will also be provided to each assigned ambulance crew stationed in the City by the Fire Department if there is ample availability.

Scene Control: The Golden Fire Department's Incident Commander shall have command of all fire and rescue scenes. The Golden Police Department shall have command of all crime scene or police duties to which the Contractor is requested to respond. Contractor's employees shall obey the orders and directions given by the appropriate fire or police personnel. The Contractor's paramedic shall be control of all patient care and transport decisions, including mode of transport.

Transport Destination: All patients will be taken to the appropriate facility of the patient's choosing, or as directed by the patient's physician or member of patient's immediate family, provided, however, that in situations where the patient's life is in

danger, the Contractor shall deliver the patient to the nearest appropriate emergency medical facility.

SPECIAL EVENT STANDBY

The Contractor upon arrangements made with the City and the Fire Department will provide necessary ambulance and/or medical team coverage for various events held within the City of Golden above the required coverage for normal ambulance services. Such events could include but not be limited to Buffalo Bill Days, E-Days, 4th of July Celebrations, Christmas Candle Walk, etc. At the request of the City and availability of the Contractor additional ambulances and/or bicycle medic team may be requested to be brought into the City for special events.

INDEPENDENT CONTRACTOR

The parties expressly understand and agree that the Contractor is acting as an independent contractor and not as an employee, official or officer of the City. Nothing in this Agreement is intended to create a relationship, express or implied, or employer-employee or principal-agent relationship between the City and Contractor or between the City and any individual employed or who provides work or services for the Contractor.

The Contractor shall have in effect during the contract period Worker's compensation and Employer's Liability insurance providing full statutory coverage.

The Fire Chief for the City of Golden is the principal administrator of the Agreement with the Contractor.

COMPENSATION

In consideration of the Contractor's performance pursuant to this Agreement, the Contractor agrees to charge for all services according to the schedule of rates that will be attached to this Agreement. Any changes in such schedule or rates shall be provided to the City and attached to this Agreement.

Contractor agrees to transport all persons requiring medical services in custody of the Golden Police Department. Contractor will exhaust all efforts in securing payment for such services from the persons.

In consideration of contractor's performance pursuant to this Agreement, the City may provide rent-free quarters in a Golden Fire Station at the option of the City and in agreement with the contractor. Due to growth and the potential for needs of the City, there is no guarantee that quarters will be provided by the City of Golden. The City agrees to provide the Contractor with a minimum of 90 days notice if there is a need for the Contractor to vacate their crews from the provided quarters. Monetary obligations for the contractor will consist of the following:

- Trash services (Fire Station #4 only)
- Furnishings not provided by the City of Golden
- Telephone lines and service for the contracting crews

- Janitorial supplies and services for living quarters including carpet cleaning
- Any electrical changes required for vehicle plug-in systems
- Interior/Exterior repairs resulting from damage caused by the Contractor
- Occupant insurance on property owned by the Contractor
- Other expenses agreed on between the Contractor and the City of Golden

ASSIGNMENT

The Contractor may not assign or subcontract its rights and obligations under the Agreement, without the prior written approval of the City. Any attempted assignment made contrary to this provision shall serve to terminate the contract at the option of the City of Golden, and shall not convey any rights to the assignee.

COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations and to maintain and to provide to the City and/or the treating medical facility, the following minimum records of all patients: Patient's name, address, dispatch time, arrival time, destination time, and a statement of the patient's condition. The Contractor agrees to utilize a form acceptable to the Colorado Department of Health and the Contractor Physician Advisor for recording patient and response data. The City may, upon notice, inspect the Contractor's records to ensure compliance with the Agreement provisions. Noting contained herein constitutes the waiver of any patient's rights to confidentiality.

The Contractor shall be full compliance with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 as it applies to Contractors duties as set forth in this Agreement.

The Contractor agrees that every patient shall be provided a copy of the *Notice of Privacy Practice* and that every patient signs, if physically and/or mentally able, the Acknowledgement form to acknowledge that she/he has received the *Notice*.

The Contractor agrees that the signed document becomes part of the patient record.

INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the City, its officers, representatives, officials, staff, attorneys, employees, insurers, and self insurance pool from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or other fault of the

Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense against any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false or fraudulent.

Nothing herein shall be construed as a waiver of the rights, benefits and immunities granted the City in accordance with the Colorado Governmental Immunity Act, CRS 24-10-101 et. Seq., as amended or as otherwise provided by law.

SURVIVABILITY

All covenants, indemnities, guarantees and warranties by the Contractor shall survive the termination or expiration of this Agreement.

AMENDMENT

This Agreement may not be amended except in writing executed by the parties hereto.

ATTORNEYS' FEES AND GOVERNING LAW

The parties agree that the unsuccessful party to any such litigation shall pay to the successful party, in addition to all other sums that either party may be ordered to pay, a reasonable sum for the successful party's attorneys' fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

TERMINATION/BREACH OF AGREEMENT

Both parties shall have the right to terminate or cancel the Agreement in the event the other party is in default in the performance or fulfillment of any covenant or condition pursuant to this Agreement and shall fail to correct such default within sixty (60) days written notice. Such notice shall include an explanation specifying the default(s) and the date of intended termination.

INTEGRATION OF UNDERSTANDING

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth and in the documents specifically incorporated herein. All previous communications concerning the subject matter of this Agreement are hereby superseded and this Agreement shall constitute the entire Agreement between the parties.

INSURANCE

This Agreement is contingent upon the Contractor providing to the City written certification of insurance, which insurance shall address and cover all such matters which the City reasonably requires under this Agreement. Such insurance shall name the City as an additional insured and is subject to the reasonable satisfaction and approval of the City.

IMMIGRATION STATUS OBLIGATIONS

A) Contractor certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the United States Department of Homeland Security Basic Pilot Program in order to verify that it does not employ any illegal aliens.

B) Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) Contractor has verified or attempted to verify through participation in the Basic Pilot Program that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the terms and conditions of this Agreement have been completed, whichever is earlier. The provision specified in this subparagraph shall not be required or effective if the Basic Pilot Program is discontinued.

D) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the

subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F) Contractor shall comply with any reasonable request by the State Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

G) If Contractor violates any of the provisions set forth in this section, the City may terminate the Agreement and Contractor shall be liable for all actual and consequential damages incurred by the City.

NOTICES


Notices to be provided under this Agreement shall be given in writing either by hand delivery or deposited in the United States Mail with sufficient postage affixed thereto to the following:

John E. Bales, Fire Chief
City of Golden
911 10th Street
Golden, CO 80401
(303) 384-8090

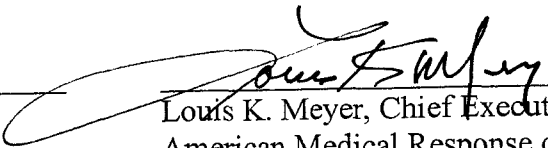
Louis K. Meyer, Chief Executive Officer
American Medical Response
7575 south Front Road
Livermore, CA 94551-4201
(925) 454-6022

SIGNATURE PAGE

This Agreement is made as of November 9, 2006 by and between the City of Golden and American Medical Response, Inc. and will expire on November 8, 2008.



Chuck Baroch, Mayor
City of Golden



Louis K. Meyer, Chief Executive Officer
American Medical Response of Colorado

Dated this 28th day of September, 2006