

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**RIGGS AMBULANCE SERVICE, INC.**

**And**

**CITY OF MERCED POLICE DEPARTMENT**

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## **I. PURPOSE**

The participating agencies share a common interest in protecting and serving the citizens of the City of Merced and Merced County. The City of Merced Police Department ("Police Department") and Riggs Ambulance Service, Inc. ("Riggs") recognize the need for special operation units within their agencies ready to handle tactical situations, thereby creating the need to provide advanced emergency medical care to these special operation personnel while they are still in a tactical environment and have come together to meet this need. Riggs desires to provide such services.

## **II. AGENCY RESPONSIBILITIES**

### **Riggs Ambulance Service, Inc.**

Riggs agrees to provide tactically trained Paramedics and/or Emergency Medical Technicians to be integrated into and respond with the Police Department's special operations units. Riggs will also provide all of the needed

medical equipment, wages, workmen's compensation and medical malpractice coverage for their employees while they are acting in the capacity of a tactical medic.

### **City of Merced Police Department**

The Police Department agrees to provide continuing tactical training within the department's special operations team and any required equipment used by these special operation teams. The Police Department also agrees to provide the tactical medics with any needed medical information to care for the other members of the teams.

### **III. SHARED AGREEMENT**

Both Riggs and the Police Department stipulate that in the performance of this Memorandum of Understanding, all requirements, performance standards and operational procedures of Riggs, the Police Department special operations units and the County of Merced Emergency Medical Services Agency's treatment protocols will be maintained.

### **IV. SUBSTANCE OF AGREEMENT**

This agreement is effective no later than sixty (60) days after April 2, 2019.

## **V. RIGGS EMPLOYEES**

It is expressly understood that Riggs is an independent entity and that its employees shall not be employees of or have any contractual or other relationship with the City of Merced. Riggs shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance for its employees. Should Riggs desire any insurance protection, Riggs is to acquire same its expense.

In the event Riggs or any employee, agent, or subcontractor of Riggs providing services under this agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement Systems (PERS) to be eligible for enrollment in PERS as an employee of the City of Merced, Riggs shall indemnify, protect, defend, and hold harmless the City of Merced for the payment of any employee and/or employer contributions for PERS benefits on behalf of Riggs or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City of Merced.

## **VI. INDEMNITY**

Riggs shall indemnify, protect, defend, save and hold the City of Merced, its officers, employees, and agents, harmless from any and all claims or causes of

action for death or injury to persons, or damage to property resulting from or alleged as resulting wholly or partially from intentional or negligent acts, errors or omissions of Riggs or Riggs officers, employees, agents, and volunteers during performance of this agreement.

## **VII. TERMS AND CONDITIONS**

It is understood that this Memorandum of Understanding will terminate sixty (60) days after written notification by either party.

## **VIII. ACCEPTANCE AND APPROVAL OF AUTHORIZING OFFICIALS**


CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
Steve Carrigan, CITY CLERK

BY: \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

BY:   
City Attorney

CITY OF MERCED  
POLICE DEPARTMENT

BY: \_\_\_\_\_

RIGGS AMBULANCE SERVICE, INC.

BY: \_\_\_\_\_

Carly Alley  
Executive Vice President

Taxpayer I.D. No. 68-0459931

ADDRESS: 100 Riggs Ave  
Merced, CA 95341

TELEPHONE: 209-725-7000

FAX: 209-386-1960

E-MAIL: carly.alley@riggsems.org