

**AGREEMENT FOR EMERGENCY RESPONSE SERVICE BETWEEN
COUNTY SERVICE AREA NO. 4 – GREATER MCCLOUD FIRE AND EMERGENCY
RESPONSE ZONE AND THE MCCLOUD COMMUNITY SERVICES DISTRICT**

This agreement is entered into on this 1st day of July, 2023 between County Service Area No. 4 (CSA-4) – Greater McCloud Fire and Emergency Response Zone (“GMFZ”), a special District formed under the laws of the State of California and the McCloud Community Services District – McCloud Fire Department (“Department”), a community services district formed under the laws of the State of California, collectively, the “Parties” and individually a “Party”, for the purpose of providing emergency response services within the Greater McCloud Fire and Emergency Response Zone.

1. DEFINITIONS

- A. McCloud Community Services District: The district and governmental entity of McCloud.
- B. Emergency Response Service: Services required to obtain, furnish, operate, and maintain fire suppression equipment, apparatus, and related services for the protection of life and property.
- C. Fire Chief: Fire Chief of the McCloud Fire Department.
- D. Fire Warden: The Siskiyou County Fire Warden serves as the Department Head of CSA-4 and Fire Chief of the McCloud Fire Zone.
- E. Greater McCloud Fire and Emergency Response Zone (GMFZ): The area established by the County of Siskiyou, Board of Supervisors Resolution Number 94-175 to provide emergency response service for the protection of life and property.

2. RESPONSIBILITIES AND RIGHTS

- A. Department shall provide emergency response service to the unincorporated area of the GMFZ as depicted in Attachment 1, attached hereto and incorporated herein, as follows:
 - 1) Structure Fires, Commercial and Residential: Department will provide one (1) engine to all Structure Fires.
 - 2) Vehicle Fires, Passenger or Commercial: Department will provide one (1) engine to all Vehicle Fires.
 - 3) Traffic Collisions/Traffic Collisions with extrication or fire: Department will provide one (1) engine or one (1) rescue with extrication equipment to all Traffic Collisions.
 - 4) Medical Aid: Department will provide one (1) engine or one (1) rescue or one (1) ambulance to all Medical Aids.
 - 5) Public Assist: Department will provide one (1) engine or one (1) rescue to all Public Assists.
 - 6) Fire/Menace/Stand-By: Department will provide one (1) engine or one (1) rescue to all Fire/Menace/Stand-By incidents.
 - 7) Water/Low Angle Rescues: Department will provide one (1) engine or one (1) rescue to all Water/Low Angle Rescues.
 - 8) Hazardous Materials Incidents: Department will provide one (1) engine or one (1) rescue to all Hazardous Materials incidents.
- B. Department shall be responsible to ensure that responding personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et. Seq.
- C. Department shall be responsible to ensure that the responding equipment and personnel meet the minimum typing standards of the National Wildfire Coordinating Group.

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- D. Department fire personnel shall train regularly on standard operating procedures and to maintain operational efficiency. See Performance Standards, Section 16.
- E. Department will maintain training qualification standards, licenses and records. Department personnel will only perform to their level of certification.
- F. When any significant change occurs to the Departments available equipment and/or personnel which may last more than thirty (30) days, the Department shall notify the Fire Warden in writing.
- G. Department will utilize the Yreka Interagency Command Center (YICC) for command, control and as the single ordering point for all emergencies within the County of Siskiyou.
- H. Department will follow standard operating procedures outlined in SKU ECC Dispatching SOP and Frequency Management procedure document.
- I. Department shall be responsible for completing all incident reports as required by California Health and Safety Code 13110.5 using the system of record.
- J. Department may utilize the GMFZ facility, equipment, and infrastructure to support emergency response services provided to the area.
- K. GMFZ shall maintain the facility, equipment, and infrastructure in support of emergency response services.

3. COMPENSATION

- A. \$2,500.00 per month, not to exceed \$30,000.00 each fiscal year.
- B. Paid to the Department on a quarterly basis, in arrears, for services rendered during the periods of:
 - 1) July 1 through September 30
 - 2) October 1 through December 31
 - 3) January 1 through March 31
 - 4) April 1 through June 30

4. TERM OF AGREEMENT

This agreement shall commence as of July 1, 2023 and shall end June 30, 2024.

5. TERMINATION OF AGREEMENT

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon the giving written notice thereof.
- B. Either Party may terminate this agreement without cause upon 30 days' written notice to other Party.
- C. GMFZ's right to terminate this agreement may be exercised by the Fire Warden or his/her designee.
- D. Department's right to terminate this agreement may be exercised by the Fire Chief or his/her designee.

6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Parties specifically acknowledge that in entering into and executing this agreement, Parties rely solely upon the provisions contained in this agreement and no others.

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- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between both Parties, provided that the amendment is in substantially the same format as the GMFZ's standard format amendment.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Since this agreement is intended to secure the specialized services of each of the Parties to this agreement, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by Parties of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

8. EMPLOYMENT STATUS OF PARTIES

Each of the Parties to this agreement shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a separate legal entity, or to allow either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by each of the Parties shall be provided in a manner consistent with the professional standards applicable to such work or services in the state of California. No additional benefits arise due to participation in assistance under this agreement.

9. MUTUAL INDEMNIFICATION

The Parties shall defend, indemnify, and hold harmless each other, their respective elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorneys' fees of a Party and counsel retained by a Party, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by any person employed by either Party, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective Party, its officials, officers, employees, agents, or volunteers. There shall be no liability imposed on any Party or its personnel for failure to respond to requests for aid. All damages or repairs to any equipment or apparatus that occur in the normal operation during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

10. INSURANCE

The Parties either carry commercial insurance or are self-insured public entities. Each Party will maintain General Liability, Property and Workers' Compensation Insurance coverage through its self-insured program. The Parties either carry commercial insurance or are self-insured for Automobile Liability.

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11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

- A. If any claim for damages is filed with Department or if any lawsuit is instituted concerning Department's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect GMFZ, Department shall give prompt and timely notice thereof to GMFZ. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. If any claim for damages is filed with GMFZ or if any lawsuit is instituted concerning GMFZ's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Department, GMFZ shall give prompt and timely notice thereof to Department. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall venue in the County of Siskiyou.

12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Parties represent that they are in compliance with and agree that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the California Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

13. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any book, documents, papers, and records of the Department that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of the Department or GMFZ. Except where longer retention is required by federal or state law, the Department shall maintain all record for five years after GMFZ makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement. Department and GMFZ shall maintain appropriate records to insure proper documentation pertaining to the work performed or the services provided pursuant to this agreement. Access to these records shall be provided during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement. Department agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement.

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14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Department's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Department's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Department's failure to cure such default within 90 days of notice by GMFZ shall be grounds of termination of this agreement.

15. LICENSES AND PERMITS

Department, their officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Siskiyou, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

16. PERFORMANCE STANDARDS

Department shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Parties' services to be evaluated by the Fire Warden.

17. CONFLICTS OF INTEREST

Department's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

18. NOTICES

A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be in writing and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing:

If to GMFZ: County of Siskiyou
 Fire Warden
 1809 Fairlane Road
 P.O. Box 128
 Yreka, CA. 96097

If to Department: McCloud Community Services District
 Fire Chief and General Manager
 220 W. Minnesota Avenue
 P.O. Box 640
 McCloud, CA. 96057

B. Written notice shall be deemed to be effective upon personal delivery, or if sent by first class mail, postage prepaid, three days after the date of mailing.

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19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the California Civil Code.

20. COMPLIANCE WITH POLITICAL REFORM ACT

Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of the Parties to disclose financial interests and to recuse from influencing any Parties' decision which may affect Parties' financial interests. If required by the County's Conflict of Interest Code, Parties shall comply with the ethics training requirements of California Government Code sections 53234, *et seq.*

21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or county ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

22. USE OF PROPERTY

Department shall not use GMFZ premises or property (including equipment, instruments and supplies) for any purpose other than in the performance of Department's obligations under this agreement.

23. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

SIGNATURE PAGE FOLLOWS

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IN WITNESS, WHEREOF, the Parties have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY SERVICE AREA NO. 4

Date: _____

ED VALENZUELA
Chair, County of Siskiyou Service Area No. 4

MCCLOUD COMMUNITY SERVICES DISTRICT

Date: _____

MIKE HANSON
President, Board of Directors

Attest:
LAURA BYNUM
Clerk, County of Siskiyou Service Area No. 4

By: _____

Fund: 2552 Org: 204036 Account: 723000 **McCloud**

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ATTACHMENT 1

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