AGREEMENT

BETWEEN COUNTY SERVICE AREA #3

AND

MCCLOUD COMMUNITY SERVICES DISTRICT

THIS AGREEMENT made and entered into this 1st day of July, 2023 by and between County Service Area #3, hereinafter called "County", and the McCloud Community Services District, hereinafter called "District".

WHEREAS, the County has entered into a contract with the Mt. Shasta Ambulance Service to provide ambulance service to all of County Service Area #3, part of which area consists of an area within the McCloud Community Services District (see map attached hereto as Exhibit “A” to the Agreement); and

WHEREAS, District has provided and will continue to provide ambulance service in the District and in areas adjacent to the District, which area is presently contained within County Service Area #3; and

WHEREAS, the ambulance services provided by the District are in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, codified at California Health & Safety Code section 1797 et seq., and Chapter 15 of Title 3 of the Siskiyou County Code; and

WHEREAS, the ambulance service provided by the District shall serve as backup to the ambulance service provided by the County pursuant to a contract with Mt Shasta Ambulance Service.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES: District agrees to provide backup ambulance service to County in the County Service Area #3 jurisdictional area and principally within the Mc Cloud Basin area as further described in the map set forth as Exhibit “A”.
2. COMPENATION: In consideration for the services to be performed by District as described above in Section 1 and Exhibit “A” of this Agreement, County agrees to pay District the not-to-exceed amount of twenty-five Thousand Dollars and No/cents ($25,000) per fiscal year, for a total not-to-exceed amount of one hundred and twenty-five Thousand Dollars and No/cents ($125,000) for the term of the Agreement. Payments will occur on or near July 1 of each fiscal year, or as soon thereafter as reasonably possible.
3. TERM. This Agreement shall begin on July 1, 2023, and renew annually upon appropriation of funding by the County for a five (5) year period, terminating on June 30, 2028.
4. INDEMNIFICATION: District shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of District or District’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or District’s insurance policies shall have been determined to apply.
5. TERMINATION, County may terminate this Agreement on thirty (30) days notice with or without cause or in any fiscal year in that it is determined there is not sufficient funding in accordance with California Constitution Article XVI Section 18.

IN WITNESS WHEREOF, County and District have executed this Agreement on the dates set forth below, each signatory represents that they have the authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

COUNTY SERVICE AREA #3 MCCLOUD COMMUNITY SERVICE DISTRICT

By: ­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) By: ­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

Amos McAlbier Ed Valenzuela, CSA#3 Board Chair McCloud CSD General Manager

APPROVED TO LEGAL FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

Natalie Reed, County Counsel

APPROVED TO ACCOUNTING FORM:

Fund: 2504 Org: 402040 Acct: 723000

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

Diane Olson, County Auditor-Controller

ATTEST:

LAURA BYNUM

Clerk, Board of Supervisors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

Deputy

Exhibit “A”

Map

Description automatically generated