

## **MEMORANDUM OF UNDERSTANDING FOR AMBULANCE USAGE FOR PLIOCENE RIDGE COMMUNITY SERVICES DISTRICT**

This Agreement made and entered into is between the **Downieville Fire Protection District** and the **Pliocene Ridge Community Services District**.

WHEREAS, each party maintains as part of its services an organized and equipped fire department charged with the duty of fire protection and emergency medical services within its jurisdiction limits; and

WHEREAS, Sierra County Board of Supervisors and Downieville Fire Protection District had entered into an agreement on or about December 19, 2000 (See Sierra County Board of Supervisors Agreement No. 2000-241) for the purchase of a new Ambulance for the Downieville Fire Protection District and requiring the Downieville Fire Protection District to provide an ambulance from its existing inventory to be used by the Alleghany Pike Volunteer Fire Departments.

WHEREAS, the Alleghany Pike Volunteer Fire Departments have been changed to the Pliocene Ridge Community Services District; and

WHEREAS, the Downieville Fire Protection District and the Pliocene Ridge Community Services District have entered into a Mutual Aid Agreement on or about **May 14, 2018**.

WHEREAS, each party desires to support the Mutual Aid Agreement and to enter into an agreement to ensure that the ambulance provided by the Downieville Fire Protection District to Alleghany Pike Volunteer Fire Departments can be used by the Pliocene Ridge Community Services District; and

NOW THEREFORE, in consideration of the covenants herein contained, performed and to be performed, the parties hereto agree as follows:

### **I. AUTHORITY**

The parties hereto, pursuant to the authority granted by Sections 13850, 13855, and 13879 of the California Health and Safety Code, hereby agree to respond to emergencies outside their geographical limitations, and within geographical limitations of the other.

### **II. LIABILITY INSURANCE**

Each District or Department respectively shall provide and maintain a liability insurance policy of not less than \$2,000,000.00 combined with single limit to protect it from casualty losses due to activities contemplated by this agreement.

### **III. WORKERS COMPENSATION**

Each District or Department thereunder shall maintain Workers Compensation coverage for its own volunteers without cost to other party.

### **IV. AMBULANCE USAGE**

- A. Downieville Fire Protection District shall be responsible for the maintenance and operation of the ambulance stationed in the Pliocene Ridge Community Services District. Members

of the Pliocene Ridge Community Services District shall insure that members of the Pliocene Ridge Community Services District are authorized to operate and otherwise use the ambulance to meet the minimum qualifications set out in California law.

- B. Parties will cooperate with one another to conform to the requirements of Sierra County Board of Supervisors Agreement No. 2000-241.
- C. Certification of the members of the Pliocene Ridge Community Services District to operate the ambulance, shall be provided to the Ambulance Supervisor of the Downieville Fire Protection District. Downieville Fire Protection District shall have the final authority to deny members of the Pliocene Ridge Community Services District the use of the ambulance, if they fail to meet the minimum qualifications set out by California law.
- D. If there are insufficient trained member/volunteers from the Pliocene Ridge Community Services District available to regularly operate the ambulance, Downieville Fire Protection District may withdraw the ambulance from the Pliocene Ridge Community Services District until such trained members/volunteers are available.

#### V. REIMBURSEMENT

In consideration of this agreement and to maintain the operation of the ambulance stationed in the Pliocene Ridge Community Services District, the Downieville Fire Protection District shall be entitled to all insurance billings and funds received for ambulance services in the Pliocene Ridge Community Services District. Members of the Pliocene Ridge Community Services District shall cooperate with Downieville Fire Protection District in billings for ambulance services. Hourly rates for Ambulance compensation may be paid from the time of Downieville Fire Dispatch for the incident until the ambulance is returned to quarters. Compensation may be paid in hours rounded to the full hour and paid one hour for the completion of the patient care report. Only current certified EMT's working on the Ambulance during revenue generating activities may receive compensation.

#### VI INDEMNIFICATION

Each party hereto waives all claims against the other participating party for compensation for any loss, damage, personal injury, or death which may arise due to conformance, or lack of conformance, under this agreement. It is expressly understood and agreed that no indemnification of or by either party to the other is stated or implied within this agreement. As between the parties, it is understood and agreed that the party being assisted shall be responsible to the third persons only for those acts of the volunteer of the assisting party which are performed at the incident at the specific direction of a volunteer being assisted.

#### VII. ADEQUATE SERVICE LEVEL

This agreement shall not be interpreted to relieve either party from the necessity or obligation of furnishing adequate fire and rescue services within any part of its jurisdictional limits.

VIII. ABILITY TO PERFORM

By entering into this agreement, if staffing and resources are adequate, each party represents to the other that it will perform its covenant thereunder.

XI. TERMS OF AGREEMENT

This agreement shall continue in force without specific term; provided, however any party may terminate this agreement by giving to the other party ninety (90) days prior written notice of the party's intention to terminate. Said termination notice shall be a certified copy of the resolution of termination adopted by the party's governing body with copies to the other governing bodies.

X. SEVERABILITY

Parties agree that the invalidity in whole or part of any provision of the agreement shall not void or affect the validity of any other provision.

XI. PARTIES TO THE AGREEMENT

**Downieville Fire Protection District**

**Pliocene Ridge Community Services District**

Signature: Michael P. Galan

Signature: Daniel Guyer

Print Name: MICHAEL P. GALAN

Print Name: DANIEL GUYER

Title: Chairman DFPD

Title: VICE PRESIDENT, B.O.D., PRCSD

Date: 6/20/18

Date: June 20, 2018