

DRAFT
DOWNIEVILLE FIRE PROTECTION DISTRICT &
PLIOCENE RIDGE COMMUNITY SERVICES DISTRICT
MEMORANDUM OF UNDERSTANDING

This Agreement made and entered into is between the Downieville Fire Protection District (DFPD) and the Pliocene Ridge Community Services District (PRCSD). Wherein 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.

BACKGROUND: In 1995, Sierra County Board of Supervisors designated DFPD as the Ambulance Provider for western Sierra County. Subsequent Agreements provided that an Ambulance be based in Alleghany subsequently designated as PRCSD. Those Agreements are now null and void. This Agreement provides for a restructuring of the prior Agreements and is the only Agreement that is in effect.

I. AUTHORITY

The parties hereto, pursuant to the authority granted by 2022 California Health & Safety Code, Division 12, Part 2.7, Chapter 5, Section 13877, 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. PRCSD will provide a Certificate of Insurance listing DFPD as an "Additional Insured".

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, Pliocene Community Services District shall be mutually responsible for the shared maintenance and operation of the ambulance stationed in the Pliocene Ridge Community Services District. DFPD will be responsible for the first \$1,000 of maintenance and repairs. Thereafter costs will be shared equally between the DFPD & the PRCSD to a maximum of \$ 2,500 each.
- B. PRCSD agrees to provide a protective and secure garage for the ambulance, ensure ambulance readiness with weekly inspections, that

supplies and equipment are in date and operational, and the ambulance is resupplied and cleaned after a call.

- C. PRCSD agrees to ensure that patient care reports are completed after a call consistent with DFPD and Nor-Cal EMS Protocols and Policies.

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 and as required by Nor-Cal EMS Policies.

- A. Parties will cooperate with one another to conform to the requirements of this MOU.
- B. Certification of the members of the Pliocene Ridge Community Services District to operate the ambulance, shall be provided to the EMS Operations Manager 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.
- C. 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 operation in the Pliocene Ridge Community Services District until such trained members/volunteers are available. In an emergency and if no EMT is available, the Ambulance may be used as a Utility Vehicle to transport the patient(s) to a ALS Ambulance that is enroute to the patient(s) in accordance with Nor-Cal EMS Protocols.

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' 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
District**

**Pliocene Ridge Community Services
District**

