

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on this 14th day of March, 2024 ("Effective Date") by and between:

Eastern Plumas Health Care [Hospital], residing/located at 500 First Avenue Portola, CA 96122

and

Beckwourth Fire District [Fire Department], residing/located at 180 Main Street Beckwourth, CA 96129

both of whom are collectively known as the "Parties,"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the retention of volunteer fire department staff, and ongoing response/assistance for medical EMS calls.

AND WHEREAS the First Party and the Second Party are desirous to enter into a MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

1. Purpose & Scope. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. Per the original MOU dated July 23, 2023, the obligations of the Parties were scheduled to end on December 31, 2023 and a further extension would be discussed following the results of the City of Portola Fire District ballot initiative results. This MOU will extend the terms of the agreement until June 30, 2024 providing additional time to review alternative funding sources and develop an agreement for the 2024/25 fiscal year.

As further outlined below, both parties will collaborate on the following:

EPHC will provide financial assistance to the Beckwourth Fire District to use for the recognition and retention of volunteer fire personnel in order to maintain assistance to EPHC EMS staff for medical assistance calls.

2. The Parties Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

3. Cooperation. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.

4. Responsibilities.

Eastern Plumas Health Care (EPHC) shall undertake the following activities under this MOU:



EPHC will provide financial assistance in the form of monthly payment of \$4,166 beginning January 1, 2024 through June 30, 2024 to be utilized by the Beckwourth Fire District to assist with retention and recognition of volunteer fire department staff for medical assistance calls.

Beckwourth Fire District (BFD) shall undertake the following activities under this MOU:

Provide EPHC with a monthly invoice statement for payment and documentation. Funds provided by EPHC will be used by BFD to support volunteer fire department staff retention in a manner determined by the Fire District.

5. Governing Law. This MOU shall be construed in accordance with the laws of the State of California.

6. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

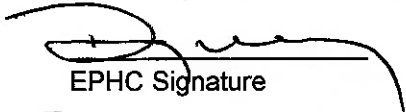
7. Amendment. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

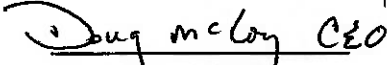
8. Termination. This MOU may be terminated by mutual written agreement of the Parties upon 30 days notice.

This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. Both parties agree to review an extension and/or modification to the agreement after the initial term and City of Portola ballot initiative process is completed.

9. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

1. Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
2. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.
3. Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU. Each Party shall also maintain insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.


EPHC Signature


Printed Name/Title

3/14/24
Date

Beckwourth Fire District

Date

Printed Name/Title

