



HUMBOLDT BAY FIRE Joint Powers Authority

533 C Street • Eureka, California 95501-0340 • (707) 441-4000
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AGREEMENT FOR EMERGENCY MANAGEMENT BETWEEN HUMBOLDT BAY FIRE JOINT POWERS AUTHORITY AND THE COUNTY OF HUMBOLDT SHERIFF'S OFFICE OF EMERGENCY SERVICES

THIS AGREEMENT, dated July 1, 2021, is made and entered into by and between the HUMBOLDT BAY FIRE JOINT POWERS AUTHORITY (JPA), a joint powers authority, and the HUMBOLDT COUNTY SHERIFF'S OFFICE OF EMERGENCY SERVICES (OES), a department of the County of Humboldt.

RECITALS

WHEREAS, OES desires to obtain Emergency Management Services from the JPA as defined herein; and

WHEREAS, OES has reserved an amount sufficient to cover the estimated costs of the work to be done, and agrees to honor claims against OES funds for the performance of the work; and

WHEREAS, JPA is willing and authorized by the JPA Board to provide Emergency Management Services for OES;

NOW, THEREFORE, the parties in order to efficiently provide such legal and other duties agree, through one Agreement, as follows:

AGREEMENT

1) EMERGENCY MANAGEMENT SERVICES

- a. Services to Contract. For the term of this contract, or until termination by either party, JPA agrees to provide Emergency Management Services to OES. "Emergency Management Services" shall be defined as: provision of Public Information Officer (PIO), Liaison Officer, Operations Section Chief, Logistics Section Chief, Fire Services Branch Director, or whatever Incident Command System (ICS) role OES requires assistance filling. JPA reserves the right to recall



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personnel assigned to EOC due to operational staffing needs.

- b. Frequency of Service. Emergency Management Services will be provided by JPA to OES on an as requested basis.
- c. Term. JPA shall commence Emergency Management Services for OES upon the execution by all parties to this Agreement, until rescinded.
- d. Billing Rates. OES shall pay JPA for Emergency Management Services at the specific hourly rate for employee that is assigned to the ICS role. Any hours worked beyond the employee's regular schedule (e.g. greater than eight (8) hours) will be paid at one-and-a-half times the hourly rate. Such additional payment will be 'passed through' to the relevant employee. An administrative fee of 10% of the total billable hours will be administered as part of the invoice. Services will only be billable to OES for incidents where JPA personnel are requested by OES to fill an ICS section position (e.g., operations, logistics, planning and/or finance) and/or Public Information Officer (PIO) role in the Emergency Operations Center (EOC). Services will not be billable for assignments that are consistent with the California Disaster and Civil Defense Master Mutual Aid Agreement.
- e. Billing and Payment Responsibilities. JPA will send invoices within ten (10) days after the request, or monthly if service was provided for more than one (1) week. Payment shall be made by OES to JPA and is due within 30 days of receipt of invoice.
- f. Termination of Services. JPA may terminate its services at any time for good cause. Good cause exists if: (a) any statement is not paid within 60 days of its mailing date; (b) OES fails to meet any other obligation under this Agreement and continues in that failure for 15 days after written notice of the failure is received by OES; (c) JPA and/or OES are impacted by budget or staff cuts; or (d) any other circumstance exists where a conflict of interest arises. In the event of termination, the JPA and OES agree to otherwise cooperate in effecting that termination.

JPA and/or OES may terminate Emergency Management Services at



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any time by sending sixty (60) days' written notice pursuant to Section g, below. After receiving such written notice, JPA will cease providing Emergency Management Services on the date specified and will send a final bill for all services rendered prior to termination.

Termination of services, whether by JPA or by OES, will not relieve OES obligation to pay for services rendered and costs incurred before services formally terminated.

- g. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below, or electronically to info@hbfire.org:

OES Director
846 4th Street
Eureka, Ca 95501

Fire Chief
Humboldt Bay Fire JPA
533 C Street
Eureka, CA 95501

2) GENERAL PROVISIONS APPLICABLE TO ENTIRE AGREEMENT

- a. Entire Agreement: Full Understanding; Modifications in Writing. This Agreement contains our entire agreement between the parties. Any modifications or additions to this Agreement must be made in writing and signed by authorized representatives of both JPA and OES.
- b. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to,



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and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. JPA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

- c. Compliance with Applicable Laws and Licensure Requirements: JPA agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. JPA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.
- d. Indemnification: Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind of nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence of the other party or its agents, officers, employees or volunteers.
- e. Comparative Liability: Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- f. Effect of Insurance: Acceptance of insurance required by this MOU/Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.
- g. Insurance Requirements: Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive



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general liability, comprehensive automobile, workers' compensation insurance policies.

- h. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- i. Authority to Execute. Each individual executing this Agreement, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
- j. Severability. The parties to this Agreement intend that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

IN WITNESS WHEREOF OES and JPA have caused this Agreement to be executed by their duly authorized representatives effective on the date set forth above.

Sean Robertson, Fire Chief
Humboldt Bay Fire JPA

William Honsal III, Sheriff
Humboldt County Sheriff's Office

8/9/2021

Date