

Agreement between the County of Nevada and the Washington County Water District

This Agreement is made and entered into as of the 1st day of July 2022 by and between the COUNTY OF NEVADA, a political subdivision of the State of California ("County"), and the Washington County Water District ("District"), collectively the "Parties" (individually as "Party").

WHEREAS, in support of the Nevada County Board of Supervisors 2022 Objective to "Lead the community in all hazards planning, preparedness, response and recovery with a focus on wildfire" the Nevada County Office of Emergency Services and the Washington County Water District identified a need to support the Washington Fire Department, a division of the Washington County Water District, for public safety services.

WHEREAS, the Washington Fire Department responds to incidents within and around the town of Washington and along the South Yuba River that borders the town of Washington. As a result of increased visitors to the South Yuba River and the surrounding area the District has increased public safety service activities. As these activities align with the Board Objective the County will be granting eight thousand dollars (\$8,000.00) in funds to the District.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Fund Allocation:** County shall allocate funds as designated in the Office of Emergency Services FY 22/23 Budget 0101-20702-414-1000/522090 as adopted by Resolution 21-212. The allocation specified herein shall be the total payment made to the District. The amount of funding shall be Eight Thousand Dollars (\$8,000.00) and shall be payable within 30 days of the execution of this Agreement.
2. **Use of Funds:** The District agrees to use the funds on expenditures relating to the provision of public safety services by the Washington Fire Department. Eligible use of award funds includes, but is not limited to, payment of salary and benefits, purchase of equipment, and operating costs during the period that begins on July 1, 2022 and ends on June 30, 2023. Funds must be expended during the period that begins on July 1, 2022 and ends on June 30, 2023.
3. **Term of Agreement:** This Agreement shall commence on July 1, 2022. All funds provided by this Agreement shall be expended by June 30, 2023.
4. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
5. **REPORTING** Upon completion of the term, The District shall submit a report no later than 60 days after the expiration of this Agreement. The report shall contain the number of incidents the District has responded to by category including Fire, Accidents, PSPS Events, Medical Aid, Public Assist, the total cost of providing the listed services, and total number of volunteer hours for the fiscal year.
6. **Entirety of Agreement:** This Agreement contains the entire agreement of County and District with respect to the subject matter hereof, and no other agreement, statement, or promise made

by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement, shall be binding or valid. Should all or any portion of any provision of this Agreement be held unenforceable or invalid for any reason, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.

7. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
8. Upon request, COUNTY or its authorized representative shall have access to and the right to examine all records, books, papers, or documents of the DISTRICT related to the Project and use of COUNTY funds provided under this Agreement. The DISTRICT shall retain such records, books, papers, and documents for a period of not less than five (5) years from the termination date.
9. The Parties to this Agreement hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
10. The terms and conditions of this Agreement, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.
11. The waiver of any provision of this Agreement shall be in writing, signed by the Party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the Agreement.
12. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:

Elise Strickler
Information General Services
950 Maidu Avenue, Suite 130
Nevada City, CA 95959

To Washington County Water District

Mike Stewart
Washington Water District
P O Box 34
Washington, CA 95986

13. **Assignment:** This Agreement may not be assigned by either Party. This Agreement is made and entered into for the sole protection and benefit of COUNTY and the DISTRICT. No other person or entity shall have any right of action based upon any provision of this Agreement.
14. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this Agreement
15. **Authority:** All individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the dates hereinafter set forth.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Steve Monaghan, Director/Purchasing Agent

APPROVED AS TO FORM:

DISTRICT:

By:  _____ Dated: 08/24/2022
Deborah Shipley (Aug 24, 2022 15:15 PDT)

Washington County Water District, Debbie Shipley, Vice President