

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated \_\_\_\_\_ and is between the Auberry Volunteer Fire Department, a California non-profit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California, on behalf of County Service Area No. 50 (“County”) (together, referred to as “Party” or “Parties”).

**Recitals**

A. The County formed County Service Area No. 50 (CSA 50) to ensure the provision of structural fire protection and first responder medical services to the Auberry community. The operation and maintenance of those services and facilities requires personnel on an irregular or part-time basis.

B. The Contractor has the capability to provide the required operation and maintenance of those services and facilities.

C. It is advantageous to the County and to the users of those services and facilities that the operation and maintenance of those services and facilities be performed by the Contractor at actual costs.

The Parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall compensate the Contractor at cost pursuant to Article 3 below.

4 2.2 The Director of the Department of Public Works and Planning or his or her designee  
5 will represent the County and work with the Contractor in the administration of this Agreement.

6 **Article 3**

7 **Compensation, Invoices, and Payments**

8 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
9 the performance of its services under this Agreement as described in this section.

10 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
11 under this Agreement is \$249,000 for the initial term which includes reimbursement of up to  
12 \$83,000 for FY 2026-27, \$83,000 for FY 2027-28, and \$83,000 for FY 2028-29. If the  
13 Agreement is extended into a fourth year, the maximum reimbursement for FY 2029-30 is  
14 \$83,000 bringing the maximum Agreement total to \$332,000 across all four years. If the  
15 Agreement is extended into a fifth year, the maximum reimbursement for FY 2030-31 is \$83,000  
16 bringing the maximum Agreement total to \$415,000 across all five years. The Contractor  
17 acknowledges that the County is a local government entity, and does so with notice that the  
18 County's powers are limited by the California Constitution and by State law, and with notice that  
19 the Contractor may receive compensation under this Agreement only for services performed  
20 according to the terms of this Agreement and while this Agreement is in effect, and is subject to  
21 the maximum amount payable under this section. The Contractor further acknowledges that  
22 County employees have no authority to pay the Contractor except as expressly provided in this  
23 Agreement.

24 3.3 **Invoices.** The Contractor shall submit reimbursement invoices to the Department of  
25 Public Works and Planning by email to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov). Each invoice  
26 shall include sufficient supporting documentation, including receipts or other proof of  
27 expenditure, to substantiate all costs requested for reimbursement. The Contractor shall submit  
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1 each invoice within 60 days after the month in which the Contractor performs services and in  
2 any case within 60 days after the end of the term or termination of this Agreement.

3 3.4 **Payment.** The County shall pay each correctly completed and timely submitted  
4 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
5 address specified in the invoice.

6 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
7 expenses that are not specified as payable by the County under this Agreement.

8 3.6 **Capital Expenditures.** The Contractor shall not use funds reimbursed under this  
9 Agreement for any single capital purchase, equipment acquisition, vehicle purchase, or  
10 financing obligation in excess of Ten Thousand Dollars (\$10,000) without the prior written  
11 approval of the County, acting through the Director of the Department of Public Works and  
12 Planning or his or her designee. For purposes of this section, "capital purchase" includes, but is  
13 not limited to, fire apparatus, vehicles, major equipment, or any installment, lease, or financing  
14 payments related thereto. Any such expenditure made without prior written approval shall be  
15 deemed an ineligible cost and shall not be reimbursed by the County.

## 16 **Article 4**

### 17 **Term of Agreement**

18 4.1 **Term.** This Agreement is effective on July 1, 2026 and terminates on June 30, 2029,  
19 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
20 below.

21 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
22 year periods only upon written approval of both parties at least 30 days before the first day of  
23 the next one-year extension period. The Director of the Department Public Works and Planning  
24 or his or her designee is authorized to sign the written approval on behalf of the County based  
25 on the Contractor's satisfactory performance. The extension of this Agreement by the County is  
26 not a waiver or compromise of any default or breach of this Agreement by the Contractor  
27 existing at the time of the extension whether or not known to the County.  
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1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Special Districts Administration  
7 County of Fresno  
8 2220 Tulare Street 6<sup>th</sup> Floor  
9 Fresno, CA 93721  
10 [SpecialDistrictsAdm@fresnocountyca.gov](mailto:SpecialDistrictsAdm@fresnocountyca.gov)

11 **For the Contractor:**

12 President  
13 Auberry Volunteer Fire Department  
14 P.O. Box 191  
15 Auberry, CA 93602

16 5.2 **Change of Contact Information.** Either party may change the information in section  
17 5.1 by giving notice as provided in section 5.3.

18 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
19 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
20 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, or by Portable Document Format (PDF) document  
22 attached to an email.

23 (A) A notice delivered by personal service is effective upon service to the recipient.

24 (B) A notice delivered by first-class United States mail is effective three County  
25 business days after deposit in the United States mail, postage prepaid, addressed to the  
26 recipient.

27 (C) A notice delivered by an overnight commercial courier service is effective one  
28 County business day after deposit with the overnight commercial courier service,  
delivery fees prepaid, with delivery instructions given for next-day delivery, addressed to  
the recipient.

(D) A notice delivered by PDF document attached to an email is effective when  
transmission to the recipient is completed (but, if such transmission is completed outside  
of County business hours, then such delivery is deemed to be effective at the next

1 beginning of a County business day), provided that the sender maintains a machine  
2 record of the completed transmission.

3 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
4 nothing in this Agreement establishes, waives, or modifies any claims presentation  
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
6 of Title 1 of the Government Code, beginning with section 810).

## 7 **Article 6**

### 8 **Termination and Suspension**

9 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
11 are not allocated, then the County, upon at least 30 days' advance written notice to the  
12 Contractor, may:

- 13 (A) Modify the services provided by the Contractor under this Agreement; or
- 14 (B) Terminate this Agreement.

### 15 6.2 **Termination for Breach.**

16 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
17 occurred, the County may give written notice of the breach to the Contractor. The written  
18 notice may suspend performance under this Agreement, and must provide at least 30  
19 days for the Contractor to cure the breach.

20 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
21 time stated in the written notice, the County may terminate this Agreement immediately.

22 (C) For purposes of this section, a breach occurs when, in the determination of the  
23 County, the Contractor has:

- 24 (1) Obtained or used funds illegally or improperly;
- 25 (2) Failed to comply with any part of this Agreement;
- 26 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 27 (4) Improperly performed any of its obligations under this Agreement.



1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
19 the County may examine at any time during business hours and as often as the County deems  
20 necessary, all of the Contractor's records and data with respect to the matters covered by this  
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
22 request by the County, permit the County to audit and inspect all of such records and data to  
23 ensure the Contractor's compliance with the terms of this Agreement.

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
27 years after final payment under this Agreement. This section survives the termination of this  
28 Agreement.

1       10.3 **Public Records.** The County is not limited in any manner with respect to its public  
2 disclosure of this Agreement or any record or data that the Contractor may provide to the  
3 County. The County's public disclosure of this Agreement or any record or data that the  
4 Contractor may provide to the County may include but is not limited to the following:

5           (A) The County may voluntarily, or upon request by any member of the public or  
6 governmental agency, disclose this Agreement to the public or such governmental  
7 agency.

8           (B) The County may voluntarily, or upon request by any member of the public or  
9 governmental agency, disclose to the public or such governmental agency any record or  
10 data that the Contractor may provide to the County, unless such disclosure is prohibited  
11 by court order.

12           (C) This Agreement, and any record or data that the Contractor may provide to the  
13 County, is subject to public disclosure under the Ralph M. Brown Act (California  
14 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

15           (D) This Agreement, and any record or data that the Contractor may provide to the  
16 County, is subject to public disclosure as a public record under the California Public  
17 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
18 with section 6250) ("CPRA").

19           (E) This Agreement, and any record or data that the Contractor may provide to the  
20 County, is subject to public disclosure as information concerning the conduct of the  
21 people's business of the State of California under California Constitution, Article 1,  
22 section 3, subdivision (b).

23           (F) Any marking of confidentiality or restricted access upon or otherwise made with  
24 respect to any record or data that the Contractor may provide to the County shall be  
25 disregarded and have no effect on the County's right or duty to disclose to the public or  
26 governmental agency any such record or data.

27       10.4 **Public Records Act Requests.** If the County receives a written or oral request  
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable law, to  
2 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
3 County, for purposes of public disclosure, the requested records that may be in the possession  
4 or control of the Contractor. Within five business days after the County's demand, the  
5 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
6 possession or control, together with a written statement that the Contractor, after conducting a  
7 diligent search, has produced all requested records that are in the Contractor's possession or  
8 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
9 diligent search, does not possess or control any of the requested records. The Contractor shall  
10 cooperate with the County with respect to any County demand for such records. If the  
11 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
12 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
13 exemption by citation to specific legal authority within the written statement that it provides to  
14 the County under this section. The Contractor's assertion of any exemption from disclosure is  
15 not binding on the County, but the County will give at least 10 days' advance written notice to  
16 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
17 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
18 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
19 failure to produce any such records, or failure to cooperate with the County with respect to any  
20 County demand for any such records.

## 21 **Article 11**

### 22 **Disclosure of Self-Dealing Transactions**

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
27 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the  
28 County before commencing the transaction or immediately after.



1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

13 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
14 between the Contractor and the County with respect to the subject matter of this Agreement,  
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
16 publications, and understandings of any nature unless those things are expressly included in  
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
20 exhibits.

21 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

24 (A) The Contractor is duly authorized and empowered to sign and perform its  
25 obligations under this Agreement.

26 (B) The individual signing this Agreement on behalf of the Contractor is duly  
27 authorized to do so and his or her signature on this Agreement legally binds the  
28 Contractor to the terms of this Agreement.



1 The parties are signing this Agreement on the date stated in the introductory clause.

2 AUBERRY VOLUNTEER FIRE  
3 DEPARTMENT

COUNTY OF FRESNO

4 

5 Rick Moore, President  
6 Auberry Volunteer Fire Department  
7 P.O. Box 191  
8 Auberry, CA 93602

Garry Bredefeld, Chairman of the  
Board of Supervisors of the County of Fresno

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Org No.: 9248  
13 Fund No.: 0875  
14 Subclass No.: 16480  
15 Account No.: 7220

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# Exhibit A

## Scope of Services

The Contractor shall supervise its volunteers while they are performing services or undertaking any actions related to this Agreement or in connection with the performance of the Contractor's obligations.

The Contractor shall provide the following services:

1. Structural and wildland fire response in and around CSA 50.
2. Emergency medical response and motor vehicle accident response in and around CSA 50.
3. Building maintenance and management.
4. Provision of dispatch services, personnel training, materials, equipment, day-to-day supplies, tools and vehicles in connection with the provision of structural fire protection and first responder medical services.
5. Bookkeeping services
6. Payment of electrical power for lighting to utility purveyors.

The CONTRACTOR shall include in each written request for reimbursement copies of payment receipts for costs incurred by the CONTRACTOR for the Services. Reimbursement of costs may include the following:

1. Building maintenance and management.
2. Dispatch services, personnel training, materials, equipment, day-to-day supplies, tools and vehicles in connection with the provision of structural fire protection and first responder medical services.
3. Bookkeeping services
4. Payment of electrical power for lighting to utility purveyors.
5. Insurance for the CONTRACTOR.

All capital expenditures are subject to the requirements of this Agreement.

## Exhibit B

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit B

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

# Exhibit C

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and

## Exhibit C

volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

**Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (B) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (C) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (D) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (E) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

## Exhibit C

(F) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.