

AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES

THIS AGREEMENT TO PROVIDE FIRE PROTECTION is made and entered into pursuant to NRS 277.180 by and between Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as "TMFPD"; the County of Sierra, Board of Supervisors, hereinafter "COUNTY"; and Sierra County Fire Protection District No. 1, a public agency organized pursuant to the California Fire Protection District Act of 1987, Section 13800 and following of the California State Health and Safety Code located in Sierra County, California, hereinafter "SCFPD", all of whom do hereby agree as follows:

WHEREAS, TMFPD is a fire protection district organized pursuant to NRS 474.460 to provide fire protection services in defined unincorporated areas of Washoe County, which includes the communities of Verdi and Cold Springs-Bordertown in the State of Nevada; and,

WHEREAS the community of Verdi is a border community located in the States of Nevada and California with the majority of the residential population and business district occurring within Nevada and a smaller residential population living in California and the community of Long Valley is an area of agricultural properties in California containing a small number of residences located west of the Nevada communities of Bordertown-Cold Springs; and,

WHEREAS, SCFPD boundaries include the community of Verdi, California, and the agricultural residences located in Long Valley, California, consisting of approximately 112 residential structures and associated outbuildings and 2 commercial properties to which SCFPD is currently unable to provide effective fire service and emergency medical response; and,

WHEREAS, COUNTY participation in this Agreement is required and limited to creating and maintaining a County Service Area Zone and related property assessments, for those portions of Verdi and Long Valley, California, in order to provide necessary funding during the term of this Agreement; and,

WHEREAS, due to the mutual risk of loss of life and property in the event of a fire because of the close proximity of Nevada and California properties in Verdi and Long Valley, and the ability and willingness of TMFPD to more effectively protect lives and property in Nevada by providing fire protection and other services described herein in the described areas in Verdi and Long Valley, California, TMFPD, COUNTY, and SCFPD have entered into several Agreements in the past which allow TMFPD to provide local fire suppression and emergency medical services in exchange for the payment of fees by SCFPD and COUNTY to TMFPD; and,

WHEREAS, TMFPD continues to be willing to provide fire suppression and emergency medical aid, excluding paramedic transport/ambulance services, to the portions of Verdi and Long

Valley located in California, described more specifically in Exhibits 1 and 2 attached to this Agreement and incorporated herein; and,

WHEREAS, NRS 277.180 allows public agencies such as TMFPD, COUNTY, and SCFPD to enter into contracts with other public agencies to perform governmental services, activities or undertakings which they are authorized by law to perform; and,

WHEREAS the SCFPD, COUNTY, and TMFPD have engaged in negotiations over the provision of services and costs to be paid by SCFPD and COUNTY to TMFPD for the provision of the aforementioned services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and each and every covenant and condition contained herein, the Parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

TMFPD shall provide fire suppression and emergency medical aid, excluding paramedic transport and ambulance services, on an as needed and on-call basis to the areas represented on maps attached hereto as exhibits 1 and 2, within Verdi, Sierra County, California and Long Valley, Sierra County, California. The foregoing is with the understanding that the services will be limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD is not required to provide wildland fire protection services., paramedic transport/ambulance services, hazardous materials containment, defensible space inspections, fire code enforcement, consultation, incident investigation, or any other services not specifically stated within this Agreement. The Parties also understand and agree TMFPD's duty and ability to provide resources in response to any particular incident shall be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD shall not be required to provide services that impair the ability of TMFPD to respond to or provide services for incidents that occur within TMFPD boundaries. SCFPD agrees any such failure to provide services by TMFPD does shall not constitute a basis for a refusal to pay or for a refund of any funds called for in this Agreement. The Parties to this Agreement may agree to voluntarily coordinate and participate in community programs, public outreach, and project development on fire fuel management, defensible space management, biomass reduction, fire prevention and safety, and other programs consistent with the mission of TMFPD and SCFPD.

2. TERM AND TERMINATION

- A. TERM:** This Agreement commences July 1, 2019 and continues for a period of three (3) years, unless extended or terminated pursuant to the terms of this Agreement. This Agreement will automatically renew and extend on July 1, 2022 for an additional period of three (3) years unless either Party provides written notice of intent to terminate at least ninety (90) days prior to July 1, 2022, in which case the Agreement shall expire of its own accord on July 1, 2022.

B. TERMINATION WITHOUT CAUSE: TMFPD and SCFPD may terminate this Agreement without cause upon the giving of advance written notice as described in Section 11 herein. Termination shall be effective One Hundred Eighty (180) days after giving of such notice.

C. FUNDING OUT: TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. TMFPD agrees to appropriate funds necessary to carry out its duties, as set forth in this Agreement. If TMFPD does not allocate funds sufficient to continue to provide services, this Agreement may be terminated when appropriated funds expire, without penalty, charge or sanction to COUNTY or SCFPD. Any money already paid to TMFPD by SCFPD shall be refunded in an amount reduced by the value of any services already rendered by TMFPD to SCFPD hereunder based on a pro-rata calculation of months remaining in the year for which payment was received.

3. PAYMENT

SCFPD shall make an annual payment to TMFPD in the amount of \$48,000 per fiscal year (July 1 through June 30) for services rendered during the term of this Agreement. For year one under this Agreement (July 1, 2019 to June 30, 2020) SCFPD shall within thirty (30) days of the date of execution of this Agreement make its first payment to TMFPD in the amount of \$35,000 and the second payment from SCFPD to TMFPD in the amount of \$13,000 shall be made no later than January 15, 2020. For year two under this Agreement (July 1, 2020 through June 30, 2021) payment of \$48,000 shall be made by SCFPD to TMFPD no later than January 15, 2021. For year three under this Agreement (July 1, 2021 through June 30, 2022) payment of \$48,000 shall be made by SCFPD to TMFPD no later than January 15, 2022. If this Agreement is extended, the schedule for payment from SCFPD to TMFPD each fiscal year thereafter during the extended term shall be carried forward in the same manner as is in place herein.

4. FACILITIES, EQUIPMENT, APPARATUS, AND MATERIALS.

TMFPD shall, at its sole cost and expense, furnish all facilities, personnel, equipment, apparatus, insurance, management, and other items which may be required for furnishing services pursuant to this Agreement.

5. RECIPROCAL WAIVER OF CLAIMS

The Parties to this Agreement shall each be responsible for their own losses, including Workers Compensation Benefits as may be applicable to any injuries sustained by an employee, officer, director or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as consequence of the performance of services under this Agreement.

6. INDEMNIFICATION.

TMFPD shall indemnify, defend and hold SCFPD, its Officers, Commissioners and Volunteers, harmless on account of any claims, demands, losses, judgments, including attorneys' fees and costs, as may be occasioned by or resulting from the acts or omissions of TMFPD, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

SCFPD shall indemnify, defend and hold TMFPD, its Officers, Commissioners, and Volunteers, harmless on account of any claims, demands, losses, judgments, including attorney's fees and costs, as may be occasioned by or resulting from the acts or omissions of TMFPD, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

7. INSURANCE

TMFPD and SCFPD shall at all times maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$10,000,000 each occurrence and general aggregate. SCFPD shall be included as an Additional Insured under TMFPD's CGL and TMFPD shall be included as an Additional Insured under SCFPD's CGL. TMFPD's insurer and SCFPD's insurer shall provide at least thirty (30) days prior written notice of cancellation, with an exception of ten (10) days for non-payment of premium.

8. AUTHORITY.

The Parties' hereby warrant that they have the authority to enter into this Agreement.

9. GOVERNING LAW

The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. Venue for any legal proceedings shall be in any state or federal court in Washoe County, Nevada, which the Parties agree shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

10. WAIVER

A waiver by either Party of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

11. NOTICE

Submittals, requests, notices and reports required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For TMFPD:

Truckee Meadows Fire Protection District
Attn: Fire Chief
1001 E. 9th Street
Reno, Nevada 89512

For SCFPD:

Sierra County Fire Protection District #1
Attn: Chairman, Board of Fire Commissioners
PO Box 255
Sierraville, California 96126

Copy To: Sierra County Fire Protection District #1
Attn: Fire Chief
PO Box 255
Sierraville, California 96126

For COUNTY:

Sierra County Board of Supervisors
Attn: Chairman of the Board
PO Drawer D
Downieville, California 95936

Copy To: County of Sierra
Attn: Director of Public Works
PO Box 98
Downieville, California 95936

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

12. ENTIRE AGREEMENT AND AMENDMENTS

October 15, 2019

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by both Parties to this Agreement.

13. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

14. NO PARTNERSHIP

This Agreement shall not create a partnership nor joint venture, as between the Parties, nor shall be considered as such. Each of the Parties shall retain their independent status. Neither TMFPD nor SCFPD are agents one of the other, but are, rather, independent contractors.

15. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to create, or to be construed to create, any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

16. EFFECTIVE DATE OF AGREEMENT

This Agreement is effective as of July 1, 2019.

By:

COUNTY OF SIERRA
BOARD OF SUPERVISORS



BY: Chairman of the Board

ATTEST:



By: Clerk of the Board

APPROVED AS TO FORM:

OCT 15 2019



COUNTY COUNSEL

Dated: OCT 15 2019

By:

SIERRA COUNTY FIRE PROTECTION
DISTRICT #1
BOARD OF FIRE COMMISSIONERS



By: William Copren, Authorized Member
Board of Fire Commissioners

ATTEST:



for Sharon Burton

By: Clerk of the District

Dated: Oct. 14, 2019

By:

TRUCKEE MEADOWS FIRE PROTECTION
DISTRICT
BOARD OF FIRE COMMISSIONERS

ATTEST:

By: Chairman, Board of Fire Commissioners

By: Clerk

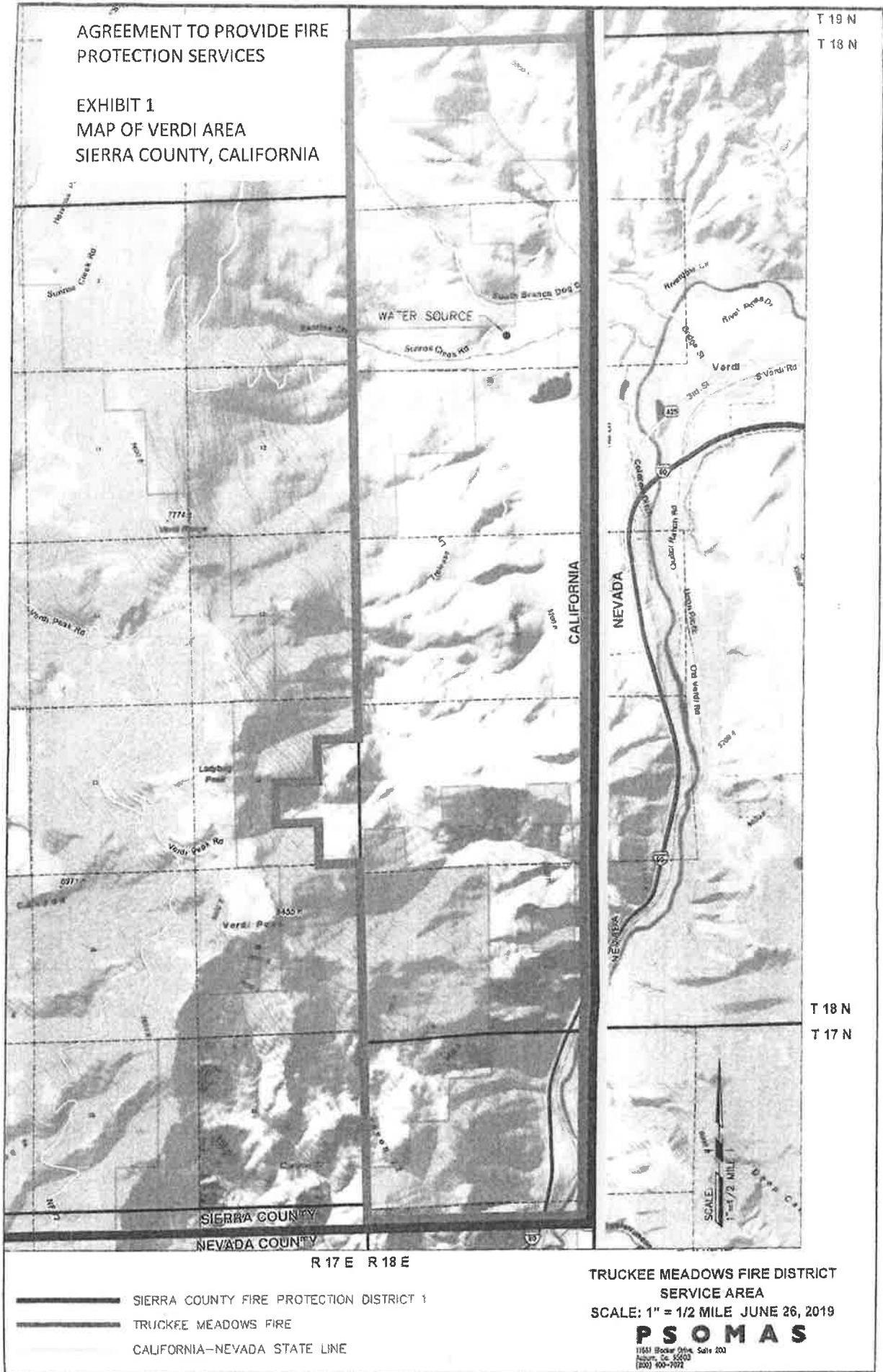
APPROVED AS TO FORM:

Counsel to District

Dated:

AGREEMENT TO PROVIDE FIRE
PROTECTION SERVICES

EXHIBIT 1
MAP OF VERDI AREA
SIERRA COUNTY, CALIFORNIA



AGREEMENT TO PROVIDE FIRE
PROTECTION SERVICES

EXHIBIT 2
MAP OF LONG VALLEY AREA
SIERRA COUNTY, CALIFORNIA

