

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 referred to as "COUNTY"; and Sierra County Fire Protection District No. 1, hereinafter referred to as "SCFPD", all of whom do hereby agree as follows:

WHEREAS, SCFPD is a public agency organized pursuant to the California Fire Protection District Act of 1987, Section 13800, and following the California State Health and Safety Code located in Sierra County, California,

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, 2 and 3 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, 2 and 3**, within Verdi, Sierra County, California and Long Valley, Sierra County, California, which Exhibits are incorporated herein by this reference. Fire suppression for wildland fire are for initial response only, additional wildland functions will fall to the County or State to cover (i.e. investigation or management beyond the initial dispatch) – with the exception of:
 - TMFPD has the authority to request evacuations on behalf of Sierra County
 - TMFPD has the authority to request FMAGs and provide needed related information to FEMA on behalf of Sierra County
 - TMFPD has the authority to order additional resources as needed on behalf of Sierra County

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 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, 2025, 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, 2028, 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, 2028, in which case the Agreement shall expire of its own accord on July 1, 2031.
- 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 sufficient funds 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 the following annual payments to TMFPD for services rendered during the term of this agreement:

July 1, 2025 - \$49,440 (for Fiscal Year 2026, July 1 through June 30)
July 1, 2026 - \$50,428 (for Fiscal Year 2027, July 1 through June 30)
July 1, 2027 - \$51,437 (for Fiscal Year 2028, July 1 through June 30)

The parties agree to meet 120 days prior to the termination of this agreement to review costs (including potential increases). However, if this Agreement is automatically extended before the parties can meet and agree on the updated cost, the schedule for payment from SCFPD to TMFPD each fiscal year thereafter during the extended term shall be increased by 3% for each fiscal year until the parties have agreed upon an updated cost.

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 that 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, Directors 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. NOTICES

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
3663 Barron Way
Reno, NV 89511

For SCFPD:

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

Copy To:

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

For COUNTY:

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

Copy To:

County of Sierra
Attn: Director of Public Works
PO Box 98
Downieville, CA 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

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 of 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, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement.

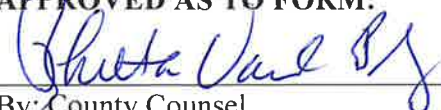
COUNTY OF SIERRA
BOARD OF SUPERVISORS

ATTEST:


By: Chair of the Board


By: Clerk of the Board


APPROVED AS TO FORM:


By: County Counsel

**SIERRA COUNTY FIRE
PROTECTION DISTRICT #1
BOARD OF DIRECTORS**

By: _____
Chair of the Board

ATTEST:

_____
By: Clerk of the District

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS**

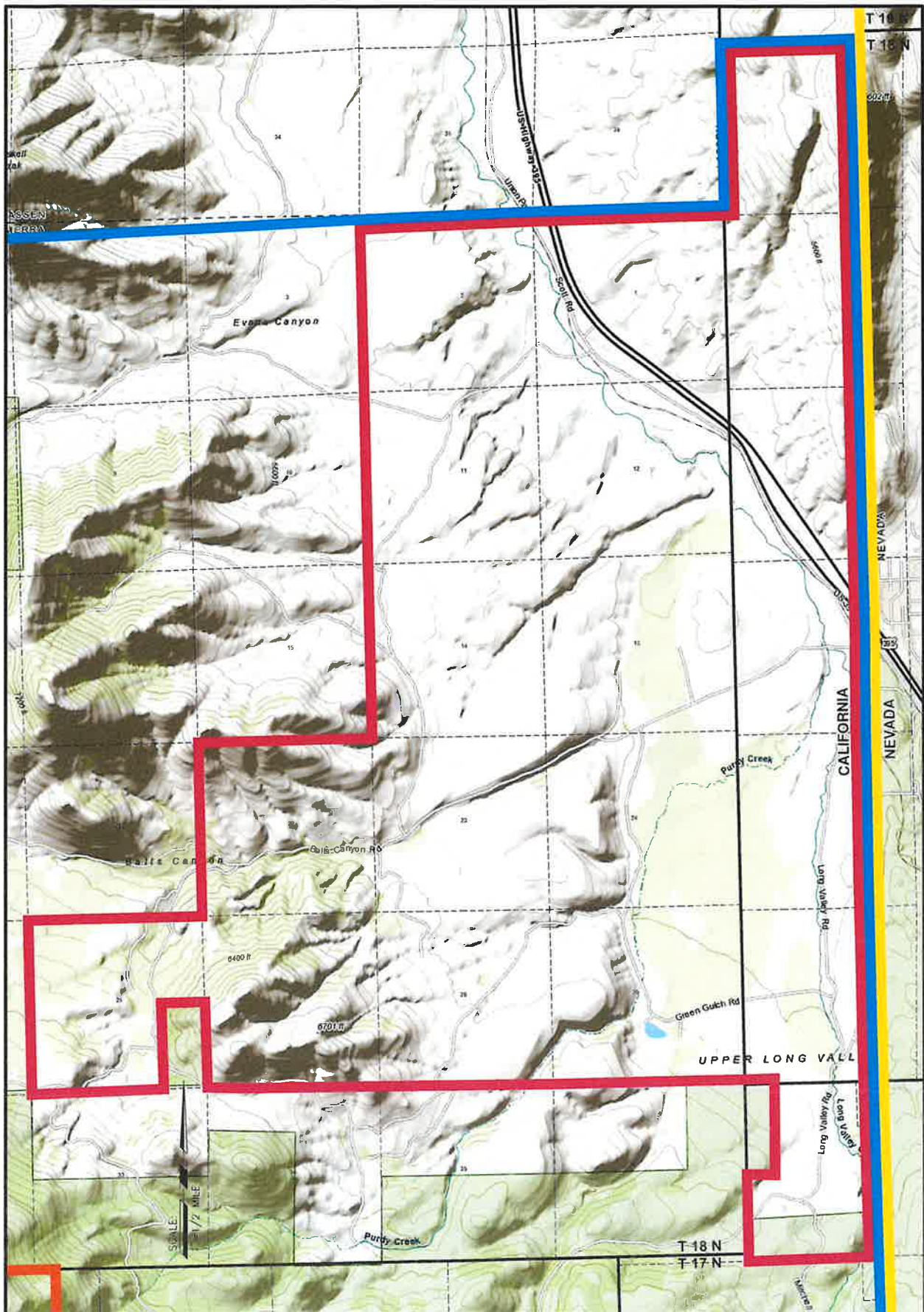
By: Chair of the Board

ATTEST:

By: Clerk of the Board

APPROVED AS TO FORM:

By: Counsel to the District



- SIERRA COUNTY FIRE PROTECTION DISTRICT 1
- TRUCKEE MEADOWS FIRE
- CALIFORNIA-NEVADA STATE LINE
- LOYALTON FIRE SERVICE AREA

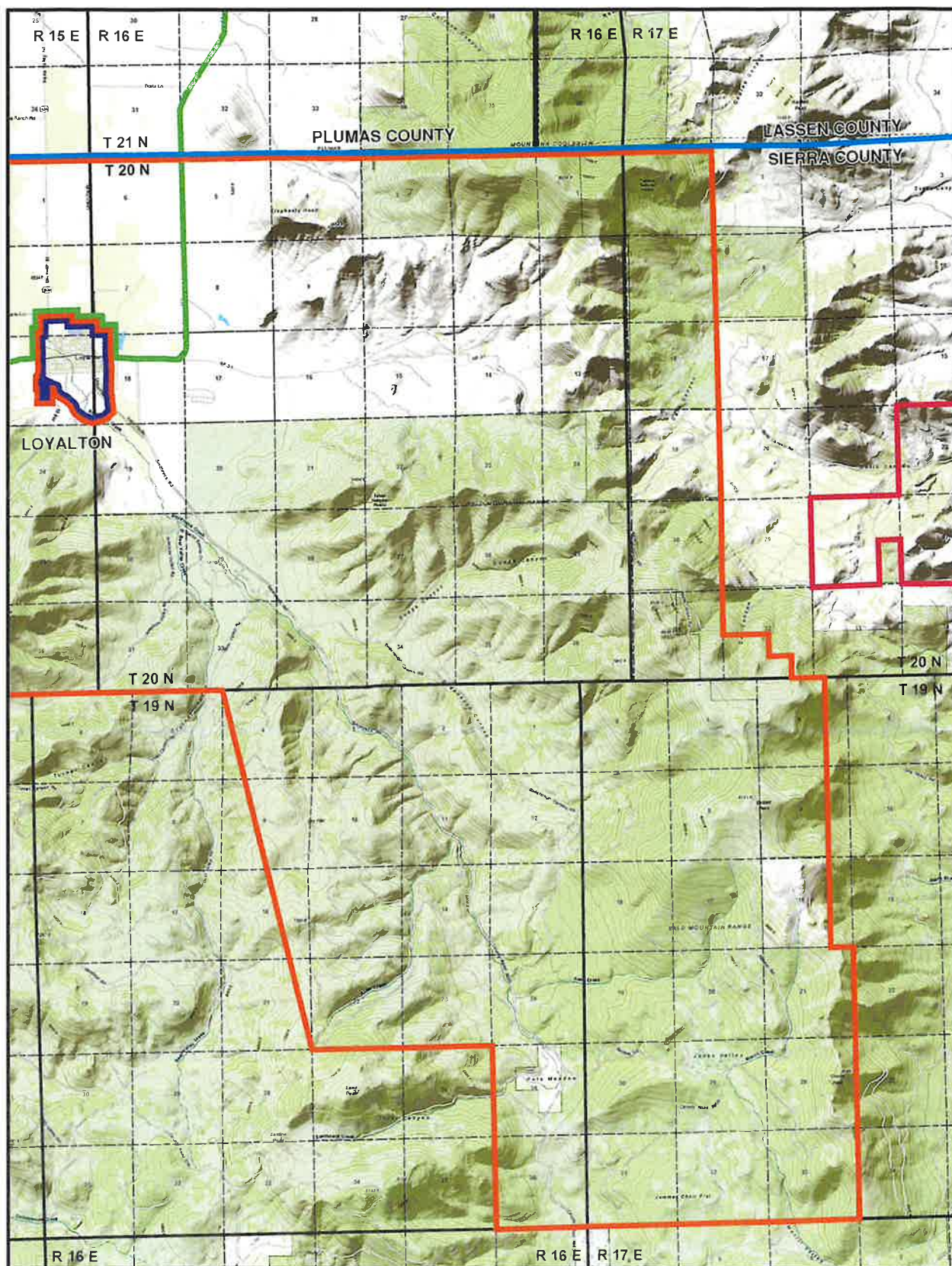
Agreement 2025-041 April 15, 2025

EXHIBIT A
TRUCKEE MEADOWS FIRE DISTRICT
SERVICE AREA
SCALE: 1" = 1/2 MILE JUNE 26, 2019

EXHIBIT 1

PSOMAS
11661 Blocker Drive, Suite 200
Auburn, CA 95603
(916) 460-7072

SHEET 2 OF 2



- CITY OF LOYALTON
- LOYALTON FIRE SERVICE AREA
- TRUCKEE MEADOWS FIRE SERVICE AREA
- SIERRA COUNTY FIRE PROTECTION DISTRICT 1
- SRA BOUNDARY
- WATER SOURCE

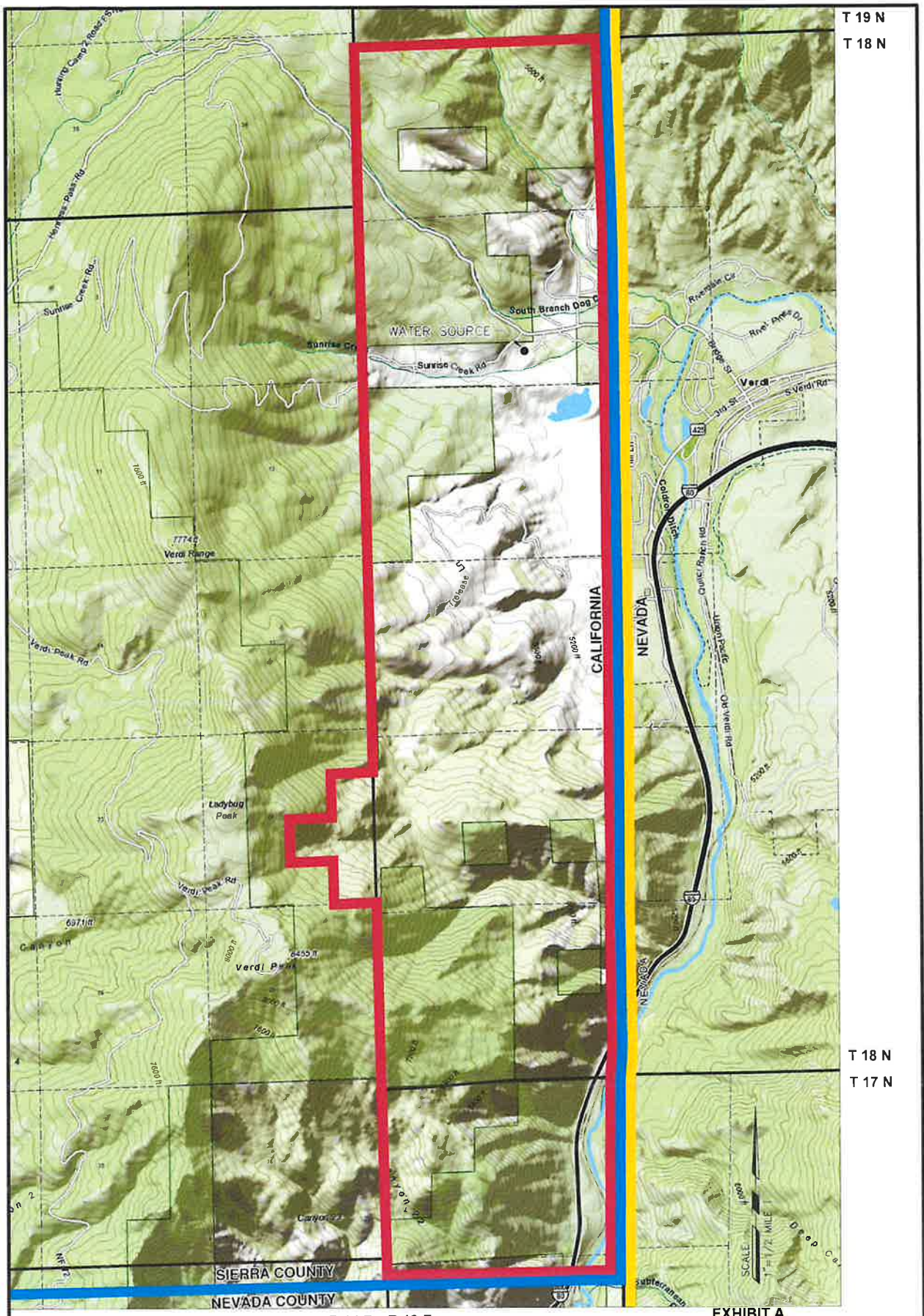
SCALE:
1" = 1 MILE

EXHIBIT A
LOYALTON SERVICE AREA
CITY OF LOYALTON,
SIERRA COUNTY FPD #1
SCALE: 1" = 1 MILE JUNE 26, 2019

PSOMAS

11661 Blodgett Drive, Suite 200
 Auburn, Ca. 95603
 (800) 400-7072

EXHIBIT 2



— SIERRA COUNTY FIRE PROTECTION DISTRICT 1
 — TRUCKEE MEADOWS FIRE
 — CALIFORNIA-NEVADA STATE LINE
 Agreement 2025-041 April 15, 2025

EXHIBIT 3

EXHIBIT A
 TRUCKEE MEADOWS FIRE DISTRICT
 SERVICE AREA
 SCALE: 1" = 1/2 MILE JUNE 26, 2019

PSOMAS
 11551 Blocker Drive, Suite 200
 Auburn, Ca. 95603
 (900) 400-7072

SHEET 1 OF 2