

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: June 7, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors APPROVING PARTY: Paul Roen, District 3 PHONE NUMBER: 530-289-3295

AGENDA ITEM: Update by the Sierra County Fire Protection District No. 1 regarding possible annexation of the north eastern portion of Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
 County Service Area Map, Sierra County Agreement No. 91-002 and 92-031

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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92 031
FEB 18 1992

**AGREEMENT
FOR FIRE PROTECTION
SERVICES**

PARTIES

THIS AGREEMENT for Fire Protection Services ("Agreement") is made as of the Agreement Date set forth below by and between Service Area #5A of the County of Sierra, a political subdivision of the State of California ("the County"), and

City of Loyalton
"CITY"

RECITALS

- A. The CITY is a municipal corporation which operates the City of Loyalton Fire Department;
- B. The boundaries of County Service Area #5A encompasses the area known as Sierra Brooks as more particularly shown as the cross-hatched area on Exhibit 1 attached hereto (hereinafter referred to as "Sierra Brooks").
- C. Heretofore, Sierra Brooks has operated a volunteer fire department to serve the Sierra Brooks subdivision area.
- D. Both the COUNTY and the CITY believe that the Sierra Brooks area could be provided effective fire protection coverage and an "economy of scale" could be enjoyed by both the COUNTY and the CITY through the mechanism of the COUNTY contracting with the CITY to provide fire protection services to Sierra Brooks and concurrently leasing all of the fire fighting equipment facilities to the CITY from the COUNTY.

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.

The CITY shall provide those services described in Attachment "A-1". The CITY shall provide said services at the time, place and in the manner specified in Attachments "A-2" through "A-4". The foregoing is with the understanding that the CITY is operating a volunteer fire department and the services will be limited by the response of the volunteer members.

2. TERM.

Commencement Date: February 18, 1992
Termination Date: June 30, 1992

See next Page for ongoing contract

92 031
Feb 18 1992

3. AUTOMATIC RENEWAL.

This Agreement shall automatically renew on July 1, 1992 and each anniversary date thereafter, provided that neither party gives the other notice of "Intent Not to Renew" on or before May 1 of each succeeding year.

4. TERMINATION.

Either party may terminate this Agreement, subject to accrued rights hereunder, upon giving the other party sixty (60) days prior written notice of such election to terminate. Any unused portion of payment made shall be returned to the County on a pro-rated basis.

5. PAYMENT.

County shall pay the CITY the sum of Ten Thousand Dollars (\$10,000.00) for the first year of this Agreement, and Fifteen Thousand Dollars (\$15,000.00) per year each year thereafter for Fire Protection Services to Sierra Brooks. Payment shall be rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B".

6. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

The CITY shall, at its sole cost and expense, furnish all facilities, equipment, insurance, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. County shall furnish the CITY only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A". The foregoing is with the understanding that the County shall provide facilities and equipment pursuant to the lease provisions set forth on Attachment C hereto.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Other Terms
- Attachment D - General Provisions
- Attachment E - Sierra Brooks Volunteer Fire Department Budget
- Exhibit 1 - Map of Sierra Brooks
- Exhibit 2 - Equipment Schedule

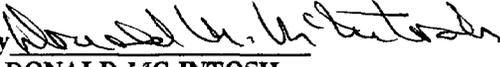
8. AGREEMENT DATE. The Agreement Date is February 18, 1992.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CITY"

COUNTY OF SIERRA

By 
DONALD MC INTOSH
Chairman, Board of Supervisors


KATIE PETERSON, VICE MAYOR
City of Loyalton

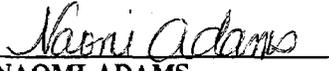
APPROVED AS TO FORM:


WILLIAM W. PANGMAN
County Counsel

APPROVED AS TO FORM:


JOHN PHELPS
City Attorney

ATTEST:


NAOMI ADAMS
CLERK of the Board
L126SC49.AGR 217921551

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by the CITY and the scope of the CITY's duties include the following:

- (1) The CITY agrees to provide structural fire protection services to Sierra Brooks, excluding therefrom those lands which have been conveyed to the California Department of Fish and Game Commission. Response to wild land fires within the Sierra Brooks area shall be on a purely voluntary basis in coordination with the Department of Fish and Game, and the California Division of Forestry, but is not an obligation hereunder.

A.2. TIME SERVICES RENDERED.

Service shall be provided on an "on-call basis" during the term of this Agreement. It is understood that the CITY is a voluntary organization and may not at all times be able to provide full crews in response to any fire call-out, and accordingly agrees to respond on a "best efforts" basis.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, the CITY shall be responsible for providing services and fulfilling obligations hereunder in a professional manner, to the best of their volunteer capabilities. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

The CITY shall lease those fire vehicles, equipment and facilities owned by the COUNTY, and listed in Exhibit 2, pursuant to the lease provisions set forth in Attachment C.

ATTACHMENT B

PAYMENT

COUNTY shall pay CITY as follows:

B.1 COUNTY shall pay CITY the sum of Ten Thousand Dollars (\$10,000) for the first fiscal year of this Agreement. The payment shall be made within thirty days of the signing of the Agreement. The total payments for each succeeding year that this Agreement is in effect shall be Fifteen Thousand Dollars (\$15,000), payable in two payments, the first payment of Ten Thousand Dollars (\$10,000) on July 15 of each year, and the second payment of Five Thousand Dollars (\$5,000) on January 15 of each year. The total payments shall not exceed Fifteen Thousand Dollars (\$15,000) per year without prior written agreement of the Sierra County Board of Supervisors.

B.2 Services performed by the CITY and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CITY by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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ATTACHMENT C

OTHER TERMS

C.1 EQUIPMENT AND FACILITIES LEASE.

1. LEASE.

County hereby leases to CITY and CITY hereby leases and hires from County, fire trucks, and equipment more specifically described in the "Equipment Inventory Schedule" attached hereto as Exhibit 2 (hereinafter referred to as "Equipment Schedule").

2. RENEWAL.

Provided that the Agreement for Funding for Fire Protection Services remains in full force and effect by renewal or otherwise, this Lease shall automatically renew on the same terms and conditions as set forth herein. Any termination or notice of termination with respect to the Agreement for Funding for Fire Protection Services shall automatically constitute a termination or notice of termination of this Lease, respectively.

3. RENT.

The rent for the Trucks, and every item of equipment described in the schedule shall be the amount designated in the schedule, in the amount of \$1.00 (One Dollar) per year payable on January 7, 1992, and each July 1 thereafter.

4. OPTION TO PURCHASE.

Concurrently with the renewal for fiscal year commencing July 1, 1993, provided that neither party has given notice to terminate or not renew, the CITY shall have the option to purchase all equipment referred to in Exhibit 2 for the price of \$1.00. The County shall have the right to re-acquire all equipment for the consideration of \$1.00, upon termination of the Agreement. The foregoing notwithstanding, the CITY shall not be obligated to retain any equipment in the event that the latter becomes obsolete or non-functional due to accidental damage or mechanical malfunction. The CITY will notify the COUNTY when equipment becomes obsolete, unless the CITY exercises its option to purchase.

5. USE.

CITY shall use the equipment in a careful and proper manner, and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations relating to the possession, use or maintenance of the equipment and fire house. CITY has the right to transfer equipment as it sees fit.

6. COUNTY'S INSPECTION.

County shall at any and all times during business hours have the right to enter into and on the premises where the equipment may be located for the purpose of inspecting the same or observing its use. CITY shall give County immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by County, advise County of the exact location of the equipment.

7. ALTERATIONS.

The CITY shall notify the COUNTY of any alterations, additions or improvements to the equipment. All additions and improvements of whatsoever kind or nature made to the equipment or facilities shall belong to and become property of the COUNTY on the expiration or earlier termination of this Lease, unless the COUNTY declines to exercise its repurchase option, whereupon title to the improvements shall vest in the CITY.

8. LOSS AND DAMAGE; STIPULATED LOSS VALUE.

The CITY hereby assumes and shall bear the entire risk of loss and damage to the equipment and fire house from any and every cause whatsoever, to the extent of its insurance coverage.

9. SURRENDER.

On the expiration or earlier termination of this Lease, CITY shall return the equipment to County in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. The Trucks shall be returned to Service Area #5A equipped and stocked in substantially the same manner as delivered to the CITY at the inception of this Lease, outdated replaced and obsolete or non-functional equipment due to accidental damage or mechanical malfunction excepted.

10. TAXES.

CITY shall keep the equipment and facilities free and clear of all levies, liens and encumbrances, and COUNTY warrants that the equipment at the time of execution of this Agreement is free and clear of all levies, liens and encumbrances and all license and registration fees, assessments, charges and taxes are currently paid and not in arrears. CITY shall pay all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment or facilities.

11. BANKRUPTCY.

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the CITY, or if the CITY is adjudged insolvent, or if the CITY makes any assignment for the benefit of their creditors, or if a writ of attachment or execution is levied on the Trucks and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CITY is a party with authority to take possession or control of any item or items of the equipment, this lease shall automatically terminate and the County shall be granted or may take immediate possession of the equipment.

12. OWNERSHIP.

The Trucks and Equipment are, and shall at all times be and remain, the sole and exclusive property of County. CITY shall have no right, title or interest therein or thereto except as expressly set forth in this Lease unless CITY exercises its option to purchase.

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ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement. CITY shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement. CITY shall be an independent contractor and shall not be an employee of the County. County shall not have the right to control the means by which CITY accomplishes services rendered pursuant to this Agreement.

D.2 LICENSES, PERMITS, ETC. CITY represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CITY to provide services described in the Agreement. CITY represents and warrants to County that CITY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CITY to provide the services described in the Agreement at the time the services are performed.

D.3 INSURANCE. During the term of this Agreement, CITY shall maintain in full force and effect the following types of insurance in the amounts specified.

Certificates of such insurance in a form approved by the County Counsel of County shall be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance shall name County as an additional insured on a primary basis for General Liability Insurance and shall state that the policy will not be canceled or limits or scope reduced by the insurer except after filing written notice thereof with the County 30 days in advance. No work shall be authorized until such insurance certificate is filed.

D.3.1 PUBLIC LIABILITY. During the term of this Agreement, CITY shall maintain in full force and effect a policy of public liability insurance with minimum coverage as follows: not less than One Million Dollars (\$1,000,000) for injury to one person in any one occurrence; not less than Five Hundred Thousand Dollars (\$500,000) for injury to more than one person in one occurrence; and not less than One Hundred Thousand Dollars (\$100,000) for property damage.

D.3.2 WORKERS' COMPENSATION. During the term of this Agreement, CITY shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CITY may have for Workers' Compensation.

D.3.3 AUTOMOBILE LIABILITY INSURANCE. During the term of this Agreement, CITY shall maintain in full force and effect a policy of automobile liability insurance with minimum coverage as follows: not less than the minimum combined single limit liability coverage of One Million Dollars (\$1,000,000).

D.4 INDEMNITY. CITY shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional acts, the negligent performance of, the wilful misconduct or the services rendered under this Agreement by CITY, or any of CITY's officers, agents, employees, contractors, or subcontractors. Such indemnity shall be limited to the proceeds of CITY insurance coverage only, provided that the CITY maintains at a minimum the insurance required in Provision D.3. above.

D.5 CONSULTANT NOT AGENT. Except as County may specify in writing, CITY shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. CITY shall have not authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. The CITY may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 STANDARD OF PERFORMANCE. CITY shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a similar provider of volunteer fire protection services. All products of whatsoever nature which CITY delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CITY's profession.

D.8 DESIGNATED REPRESENTATIVES. Tim Beals, Director of Public Works is the representative of the County and will administer this Agreement for the County. Joe Marin, Fire Chief, is the authorized representative for CITY. Changes in designated representatives shall occur only by advance written notice to the other party.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.11 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.12 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.13 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.14 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

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D.14.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.14.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.15 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.16 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.17 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.18 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.19 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.20 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.21 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

D.22 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.23 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.24 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.25 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

**Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936**

With a copy to:

**County Counsel
County of Sierra
Post Office Box 495
Downieville, CA 95936**

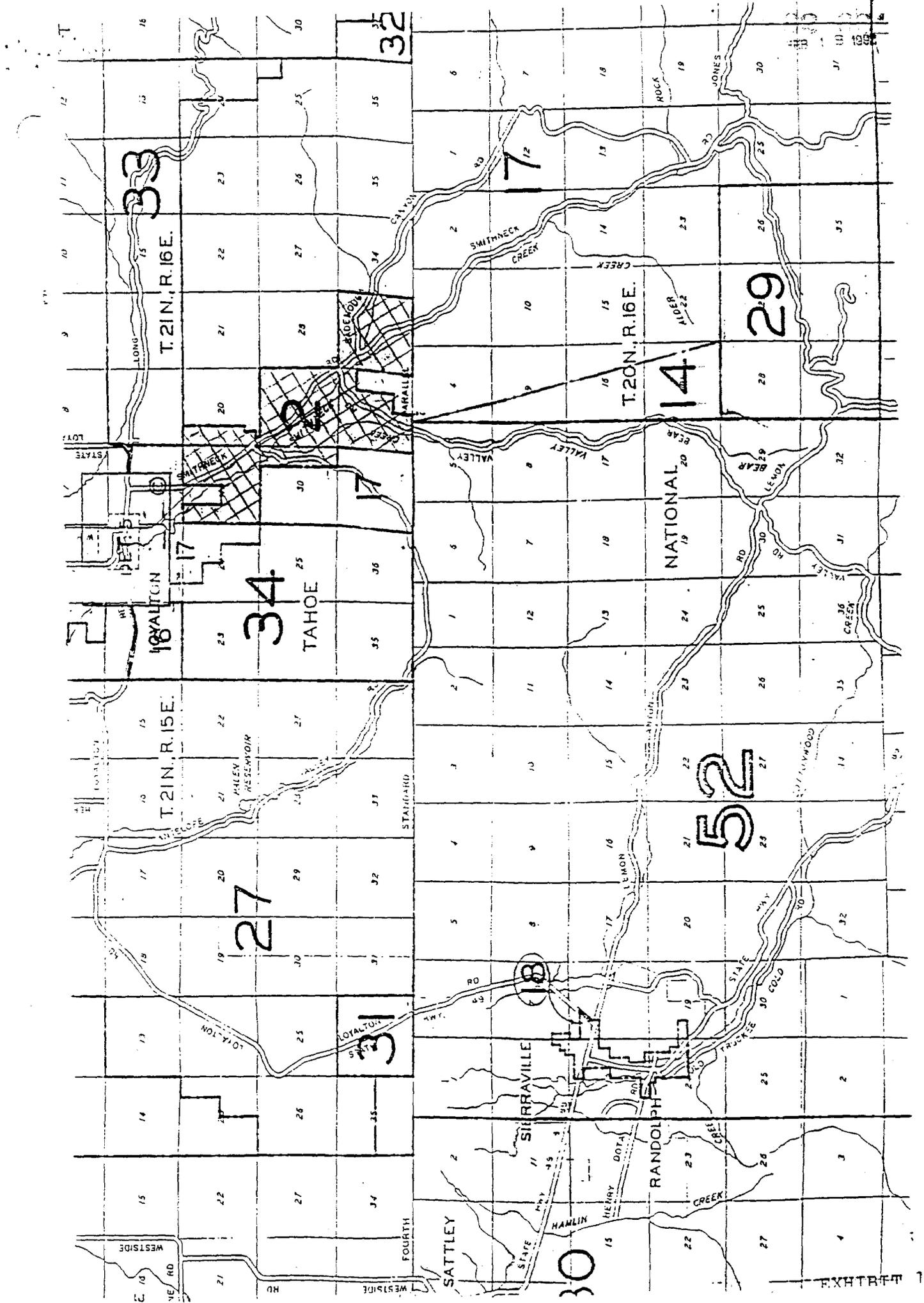
If to "CITY":

**City of Loyalton
Post Office Box 128
Loyalton, CA 96118**

With a copy to:

**John Phelps, Esq.
Attorney for City of Loyalton
Post Office Box 2819
Truckee, CA 96160**

L126SC49.AGR 217921628



FEB 1 9 1982

SIERRA BROOKS VOLUNTEER FIRE DEPARTMENT

ITEM	QUANTITY	SERIAL #	REMARKS
1955 Crown Fire coach 1250 gpm pump 2500 gal tank	1 ea	F 1042 Model CP 12593 250 LIC. # E 489220	Tanker One Tandem axle needs spl. license
Radio	1 ea	305-902095	Reagency
Booster Reel w/100' of 1" line on each	2 ea		
Nozzle, Booster	2 ea		
Hard Suction 4"	2 sections		
Adapter 4" to 2 1/2"	1 ea		
Hydrant Wrench	1 ea		
Spanner Assorted	5 ea		
Adapters:			
2 1/2" double female	5 ea		
2 1/2" double male	5 ea		
6" wye 2 1/2" female to siamese 1 1/2" male	2 ea		
wye 2 1/2" female to siamese 1 1/2" male	1 ea		
Adapter 2 1/2" female to 1 1/2" male w/cap	1 ea		
Siamese 2 1/2" double female to single male with clapper valves	1 ea		
Siamese 2 1/2" single female to double male	1 ea		
Cap 2 1/2"	6 ea		
Nozzle 2 1/2" smooth bore w/ ball valve	1 ea		

FEB 1 3 1992

Crown continued

050' Hose 2 1/2" cotton	12 lengths		needs replacement
300' Hose 2 1/2" poly	21 lengths		new 1991
300' Hose 1 1/2" cotton	6 lengths		needs replacement
Haligan tool	1 ea		
Pike pole	1 ea		
Polaski	1 ea		
Ladder, roof	1 ea		
Ladder, extension	1 ea		
1961 American LaFrance 1250 gpm pumper 500 gal. tank	1 ea		828584 Engine One"
Radio	1 ea	305-882097	Reagency
Flashlight 3 cell	1 ea		Eveready
Fire axe w/point	1 ea		
Fire axe, flat head	1 ea		
Extinguisher, dry 10#	2 ea		new 1989
Extinguisher, dry 20#	2 ea		new 1989
SCBA, Scott	5 ea		
Flashlight, 6v	1 ea		
Adapter 4" f to 2 1/2" m	1 ea		
Spanner, assorted	5 ea		
Adjustable Pliers	2 ea		# 440, 460
Bolt cutters	1 ea		#14
Hammer/rubber mallet	1 ea		combination tool
Adapter 2 1/2 double male	1 ea		
Adapter 2 1/2" double f	1 ea		
American LaFrance continued			

Cap, 2 1/2"			
Gasket 4"	1 ea		
Gasket 2 1/2"	3 ea		
Nozzle, 2 1/2" combination	2 ea	need replacement	
Nozzle, 1 1/2" combination	3 ea	need replacement	
Nozzle 2 1/2" smooth bore w/ball valve	1 ea		
Come along 1000#	1 ea		
Jack	1 ea		
Log wrench and bar	1 ea		
Wheel chocks	1 ea		
Hand axe	1 ea		
Pipe wrench, 36"	1 ea		
Traffic vest	10 ea		
Flashlight, traffic	2 ea		
Ladder, closet	1 ea		
Ladder, roof	1 ea		
Ladder, extension	1 ea	need replacement	
Pinch bar	1 ea		
Haligan tool	1 ea		
Rope 5/8 manila	3 ea	50' each	
Booster reel with 100' 1" line	1 ea		
Booster nozzle	1 ea		
Hard suction, 4"	2 lengths		
Hard suction, 2 1/2"	1 length		
Suction screen	1 ea		
Hose 2 1/2" cotton	3 lengths	need replacement	
Hose 2 1/2" poly	3 lengths	new 1991	
Hose 1 1/2" cotton	8 lengths	some single jacket 50'	
Hose 1 1/2" cotton	4 lengths	single jacket 100'	
1996 Ford 1 ton 4x4	1 ea	1FD4F38L60P849415	BRUSH ONE"
		E	W/150 GAL TANK

E 2870cd

FEB 18 1992

TRASH PUMP	1 EA	HONDA WT20X	^{SEE #} 6X 140-2551889
AIR SPLINTS	2 BOX		
TRAUMA KIT	1 EA		
OXYGEN UNIT	1 EA		
SPARE O2 CYLINDER	1 EA		
FLASHLIGHT, TRAFFIC	2 EA		
POLASKI	2 EA		
SHOVEL, RD PT	1 EA		
McCLOUD	1 EA		
ROPE, 5/8" MANILA	1 EA		50'
NOZZLE 5/8 GARDEN	1 EA		
HOSE 5/8 GARDEN	2 EA		75'
AIR MASK	6 EA		
O2 TUBING	2 EA		
BACKBOARD STRAP	1 SET OF 3		
DUCT TAPE	1 ROLL		

IN STATION

HOSE, 1 1/2" COTTON	25 LENGTHS		POOR SHAPE
HOSE 2 1/2" COTTON	2 LENGTHS		
HOSE 4" SOFT SUCTION	1 LENGTH	2 ROLLS	
AIR CYLINDER	6 EA		
SCBA W/CYLINDER	3 EA		
AXE	2 EA		
SPANNER	2 EA		
ADAPTER 2 1/2 PIPE	1 EA		
NOZZLE, 1" COMBINATION	2 EA		
NOZZLE, 1 1/2" SMOOTH	1 EA		
NOZZLE, 1" TWIST	1 EA		
HYDRANT VALVE 2 1/2" 4	1 EA		

In Station continued

HELMET	6 EA	USED
HELMET	8 EA	NEW

COAT, BLUE	8 EA		NEW
PANT, BLUS	8 EA		NEW
BOOTS	12 PR		NEW
GLOVE	10 PR		NEW
HOSE 2 1/2 FOLY	9 LENGTHS		UNMARKED
RADIO	1 EA	305-A99150	REAGENCY
DESK	1 EA		DONATED
FILE CABINET	1 EA		DONATED
HANDI TALKIE	5 EA		3 MIDLAND
W/CHARGERS			2 MOTOROLA
WHITE BOARD	1 EA		
BATTERY CHARGER	1 EA	C275631	SEARS
AIR COMPRESSOR	1 EA	101988L-07648	SPEED AIRE
INDIAN PUMP	1 EA		NEEDS REPAIR

TIRE CHAINS 4EA
 DOUBLES

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (hereinafter referred to as "Agreement") is entered into as of the Effective Date last set forth below by and between SIERRA COUNTY SERVICE AREA # 5 (hereinafter referred to as Service Area 5), a service area of the COUNTY OF SIERRA, a political subdivision of the State of California, and the CITY OF LOYALTON, an incorporated city pursuant to Title 4, Division 1 commencing with § 34300 et seq. of the California Government Code (hereinafter referred to as the "CITY").

FACTUAL BACKGROUND

- A. The City maintains and operates a fire protection organization within the city limits of the City of Loyalton, which organization is known and hereinafter referred to as "The Loyalton Fire Department".
- B. Service Area 5 consists of land area including a portion of the City and the unincorporated area adjacent or proximate to the City. The unincorporated area of Service Area 5 has land and structures which are in need of fire protection services.
- C. It is mutually beneficial for both Service Area 5 and the City to enter into an agreement, whereby the City will furnish fire protection for the unincorporated area of Service Area 5 not now protected by an organized fire department.

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 PROVIDED

The City will provide fire protection services to all residences, commercial facilities, and Sierra County facilities located in all unincorporated areas within the boundaries of Service Area #5 in addition to those areas normally served by the City of Loyalton Fire Department which lie within the boundaries of the City. Subject to the limitations of provision three (3) below, the City of Loyalton Fire Department shall provide fire protection to the unincorporated areas on the same basis as is provided within the City boundaries.

2. PAYMENT

Service Area 5 shall pay to the City the sum of Five Thousand Dollars (\$5,000.00) per year, payable on or before January 15 of each succeeding year with the first such payment due on January 15, 1991. The first payment shall, by agreement of the parties hereto, be adjusted to the amount of Three Thousand Dollars (\$3,000.00) in light of the fact that the first year is approximately half over, but some services have heretofore been provided.

3. RESERVATION OF RIGHTS

The City will not be required to deplete its own fire protection resources, personnel, services and/or facilities, when in the opinion of the Fire Chief or his deputy, it would become a detriment to fire protection for the City.

4. ENFORCEMENT

The City shall not be responsible for the enforcement of any fire laws, rules, or regulations outside the City.

5. TERM

Subject to the termination provision set forth below, this agreement shall remain in effect a period of five years from the date of July 1, 1990, and ending June 30, 1995.

6. TERMINATION

This agreement may be terminated by either party for any reason, at any time, subject to either party giving to the other at least thirty days' written notice of termination.

7. INDEMNIFICATION

Service Area 5 agrees to defend, indemnify, save and hold harmless the City and the Loyalton Fire Department, their officers, agents and employees against any and all claims, demands, causes of action, or liability of any kind whatsoever, excluding claims for Workers' Compensation, arising out of the performance by the City and the Loyalton Fire Department of their obligations hereunder, respectively.

8. INTERPRETATION AND ENFORCEMENT

8.1 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

8.2 ASSIGNMENT. This agreement constitutes a personal contract and no party hereto shall assign or transfer this agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

8.3 COMPLETENESS OF INSTRUMENT. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

8.4 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

8.5 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

8.6 CAPTIONS. The captions of this agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

8.7 DEFINITIONS. Unless otherwise provided in this agreement, or unless the

context otherwise requires, the following definitions and rules of construction shall apply herein.

8.7.1 NUMBER AND GENDER. In this agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

8.7.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

8.8 TERM INCLUDES EXTENSIONS. All references to the term of this agreement or the agreement term shall include any extensions of such term.

8.9 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

8.10 MODIFICATION. No modification or waiver of any provisions of this agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

8.11 COUNTERPARTS. This agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8.12 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

8.13 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8.14 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

8.15 CONTROLLING LAW. The validity, interpretation and performance of this agreement shall be controlled by and construed under the laws of the State of California.

8.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this agreement.

8.17 TIME IS OF THE ESSENCE. Time is of the essence of this agreement and each covenant and term a condition herein.

"COUNTY"

COUNTY OF SIERRA

By 
Jerome McCaffrey
Chairman, Board of Supervisors

"CITY"

CITY OF LOYALTON

By 
Milton Gottardi
Mayor

ATTEST:

By 
Sandra Loving
Clerk of the Board

APPROVED AS TO FORM:

By 
William W. Pangman
County Counsel

L95SC111.AGR 1228901026

SIERRA COUNTY LOCAL AGENCY FORMATION COMMISSION

SIERRA COUNTY SERVICE AREAS — BOUNDARY ALTERATION



APPROVED: 12-27-82
RESOLUTION: 82-1

Kenneth H. Tori
CHAIRMAN, Sierra County Local Agency
Formation Commission.

Paul Bada
SECRETARY, Sierra County Local Agency
Formation Commission.

APPROVED: 12-28-82
RESOLUTION: 82-134

Gary Felypson
CHAIRMAN, Sierra County Board of
Supervisors.

Barbara Marshall
CLERK, Sierra County Board of
Supervisors.

NOTE: SIERRA COUNTY SERVICE AREAS AND SUPERVISORIAL
DISTRICTS ARE COTERMINOUS.

COPY

Al Pauls 12-29-82