Sierra County
Board of Supervisors’
Agenda Transmittal &
Record of Proceedings

MEETING DATE: September 17, 2019

TYPE OF AGENDA ITEM: ☑ Regular ☐ Timed ☐ Consent

DEPARTMENT: Public Works
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Discussion and approval of final “fire protection services agreement” between Truckee Meadows Fire Protection District, Sierra County Fire Protection District #1, and Sierra County for services at Verdi and Long Valley and authorization to secure the signature of SCFPD#1 and then forward on to Truckee Meadows Fire Protection District for final approval.

SUPPORTIVE DOCUMENTS ATTACHED: ☐ Memo ☑ Resolution ☑ Agreement ☐ Other

BACKGROUND INFORMATION:

FUNDING SOURCE: N/A PER SCFPD#1 ANNEXATION AND AGREEMENT REGARDING TAX TRANSFERS PREVIOUSLY APPROVED BY LAFCO AND BOS
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐ Yes, — — ☑ No
IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ Yes ☑ No
IS A BUDGET TRANSFER REQUIRED? ☐ Yes ☑ No

SPACE BELOW FOR CLERK’S USE

BOARD ACTION:
☑ Approved
☑ Approved as amended
☑ Adopted
☑ Adopted as amended
☑ Denied
☑ Other
☑ No Action Taken

☑ Set public hearing
   For: __________________________
   ☑ Direction to: __________________________
   ☐ Referred to: __________________________
   ☐ Continued to: __________________________
   ☐ Authorization given to: __________________________

Resolution 2019- _____________
Agreement 2019- _____________
Ordinance _____________

Vote:
   Ayes:
   Noes:
   Abstain:
   Absent:
   ☑ By Consensus

COMMENTS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

CLERK TO THE BOARD ___________________________ DATE ___________________________
Chief Moore....I will be calling you Thursday morning as planned to discuss the attached agreement and to make any final corrections or changes that you feel may be needed. I am also forwarding a copy of this to the “committee” that we have had in place to see if they see any need for edits or changes as well. My plan is to have this approved and signed by the Chairman of the Board of Supervisors on Tuesday, September 17 and then I will forward to the District for its signature. Once I have those two signatures, I will either hand-deliver to you or send by overnight mail, the original agreement for your use and approval. There are a couple of things about the attached agreement that I wish to call your attention to:

1) The insurance limits outlined in term 7 of the attached agreement were going to be reviewed by you and confirmed if this is the amount or if it is something higher.

2) The term of the agreement found in term 2A of the attached agreement was extended to a five year agreement since we are now two months into the first year. If you wish to leave it at three years, just let me know and I can make the change back to three years accordingly. Time goes by pretty quick (another way of saying I am getting too old for this stuff).

3) The insurance comment from your attorney over the willingness of the District to add TMFPD as an additional insured to its general liability coverage is being discussed by the District and we should have an answer by Thursday morning.

4) I believe I have addressed all of the comments from your counsel and incorporated most of the changes in the agreement. Not sure what we can do to mitigate the comments to term 6.

5) Let me know the title of the person that will be signing the agreement from TMFPD and please confirm the proper title of the district secretary or clerk.

6) I have attached the two maps that delineate the boundaries of the physical areas covered under the agreement rather than attempt to outline a metes and bounds description. The map covers a large area but remember we are only talking about 112 homes and any associated outbuildings and they are just spread out within the areas noted.

Please disregard all of the format lines and odd looking paragraphs as this will all be removed on the final. The changes I have made in response to your counsel’s review and based on our prior discussions are all inclusive in this version of the agreement.

Thanks and feel free to send me email comments before Thursday morning if you wish otherwise we will talk on Thursday morning. Thanks and best to you.

Tim Beals
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 the Commissioners of the Sierra County Fire Protection District No. 1, Board of Commissioners, a public agency, organized pursuant to the California Fire Protection District Act and California law and located in Sierra County, California, hereinafter A ("SCFPD#1"), all both 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 situated in the States of Nevada and California with the majority of the residential population and business district occurring living within Nevada and a smaller residential population minority of residents 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 a portion of 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 limited to creating and maintaining a County Service Area Zone and related property assessments, for those portions of Verdi and Long Valley, California, for providing 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 require TMFPD to provide local structural fire protection and emergency medical services in exchange for the payment of fees by SCFPD #1 and COUNTY to TMFPD; and,
WHEREAS, TMFPD continues to be willing to provide structural fire protection, suppression and emergency medical service, excluding wildland fire protection and paramedic transport/ambulance services, to the portions of Verdi and Long Valley located in California, described more specifically in exhibits attached to this Agreement; and,

WHEREAS, NRS 277.180 allows public agencies such as TMFPD and SCFPD #1 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 #1 Board of Commissioners and TMFPD have engaged in negotiations over the provision of services and costs to be paid by SCFPD #1 and COUNTY to TMFPD for the provision of the aforementioned services under and the terms of the this Agreement; and

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

OPPERATIVE PROVISIONS

1. SERVICES

TMFPD shall provide structural fire prevention, suppression and emergency medical aid on an as needed and on-call basis to the areas represented on maps attached hereto as exhibits 1 and 2, in Sections 18, 19, 30, and 31, Township 19 N, Range 18 E and Section 6, Township 18 N, Range 18 E, within Verdi, Sierra County 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, under this Agreement, 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. Regardless of the terms of this Agreement, the Parties understand and agree that nothing herein is intended to create a promise or assurance of any level of service or protection to any individual or member of the public. 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 #1 agrees any such failure to provide services by TMFPD does 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

Formatted: Font: Bold
A. TERM: This Agreement commences July 1, 2019, and continues for a period of five (5) years, unless extended or terminated pursuant to the terms of this Agreement. This agreement will automatically renew and extend on July 1, 2024, for an additional period of five (5) years unless either Party provides written notice of intent to terminate at least 30 days prior to July 1, 2024, in which case the Agreement shall expire of its own accord on July 1, 2024.

B. TERMINATION WITHOUT CAUSE: TMFPD and SCFPD, either Party, may terminate this Agreement without cause upon thirty (30) days written notice as described in Section 11 herein. Termination shall be effective one hundred eighty thirty (180) days after notice.

C. FUNDING OUT: TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If TMFPD does not allocate funds to continue to provide services, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to COUNTY or SCFPD for County. 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 to TMFPD for services rendered pursuant to this Agreement. Within thirty (30) days of the date of execution of this Agreement, SCFPD shall make its first payment to TMFPD in the amount of $15,000 (48,000/3 = 16,000 x 3/2) and the second payment from SCFPD to TMFPD in the amount of $33,000 shall be made by January 1, 2020. Beginning in 2020 and each year thereafter under this agreement, SCFPD shall make its annual payment in the amount of $48,000 to TMFPD no later than January 15 of each year. Additional payments shall be made annually to TMFPD on or before July 1.

4. FACILITIES, EQUIPMENT AND MATERIALS.

TMFPD shall, at its sole cost and expense, furnish all facilities, personnel, equipment, apparatus, insurance, management, and other items, materials 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 a consequence of the performance of services under this Agreement.
6. INDEMNIFICATION.

TMFPD shall indemnify, defend and hold SCFPD and its Officers, Commissioners and Volunteer Fire Departments, 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.

Commented [WD6]: This provision means TM is on the line for all damages for any negligence.

7. INSURANCE

TMFPD and SCFPD shall at all times maintain a policy or policies of Comprehensive General Liability Insurance in the General Aggregate Limit in the minimum policy limits of $2 million for Bodily Injury or Death and $100,000 for property damage. TMFPD shall name SCFPD as an additional insured and SCFPD shall name TMFPD as additional insured on such policy or policies, which shall not be cancelled or cancelable without thirty (30) day advance notice in writing to SCFPD and TMFPD. Both TMFPD and SCFPD shall provide certificates of insurance to each other with a certificate of insurance confirming that SCFPD and TMFPD are properly identified as additional insured.

Commented [WD7]: Given that TM is taking all the risk, can Serna be asked to take out a policy? Maybe this should be bumped as well.

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:

1001 E. 9th Street
Reno, Nevada 89512
Attn: Fire Chief Charles Moore

For SCFPD:

PO Box 255
Sierraville, California 96126-#1
Attn: Clerk of the District

Copy To: Fire Chief
--------- PO Box 255
--------- Sierraville, California 96126

For COUNTY:

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

Copy To: 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.

11. 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.
12. 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.

13. 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.

This Agreement is effective as of July 1, 2019:

COUNTY OF SIERRA
BOARD OF SUPERVISORS

ATTEST:

BY: Chairman of the Board

By: Clerk of the Board

Dated:

SIERRA COUNTY FIRE PROTECTION DISTRICT #1
BOARD OF COMMISSIONERS

ATTEST:

By: Chairman, Board of Commissioners

By: Clerk of the District
Dated: __________________________

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF COMMISSIONERS

Sierra County Fire Protection District #1
By: Fire Chief
Jeff McCollum

By: Chairman, Board of Commissioners         By: Clerk of the District

Dated: __________________________

Truckee Meadows Fire Protection District
Fire Chief
Charles Moore
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

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

SIERRA COUNTY FIRE PROTECTION DISTRICT 1
TRUCKEE MEADOWS FIRE
CALIFORNIA–NEVADA STATE LINE
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, Board of Commissioners, a public agency, organized pursuant to the California Fire Protection District Act and California law and located in Sierra County, California, hereinafter "SCFPD#1", 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 limited to creating and maintaining a County Service Area Zone and related property assessments, for those portions of Verdi and Long Valley, California, for providing 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 #1 have entered into several agreements in the past which allow TMFPD to provide local structural fire protection and emergency medical services in exchange for the payment of fees by SCFPD #1 and COUNTY to TMFPD; and,

WHEREAS, TMFPD continues to be willing to provide structural fire protection, suppression and emergency medical service, excluding wildland fire protection and paramedic
transport/ambulance services, to the portions of Verdi and Long Valley located in California, described more specifically in exhibits attached to this Agreement; and,

WHEREAS, NRS 277.180 allows public agencies such as TMFPD, COUNTY, and SCFPD #1 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 structural fire prevention, suppression and emergency medical aid 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.

Regardless of the terms of this Agreement, the Parties understand and agree that nothing herein is meant to create a promise or assurance of any level of service or protection to any particular individual or member of the public. 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 30 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 thirty (30) days written notice as described in Section 11 herein. Termination shall be effective one hundred eighty (180) days after notice.

C. FUNDING OUT: TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If TMFPD does not allocate funds to continue to provide services, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to COUNTY or SCDPD. 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 for services rendered for the first year (July 1, 2019 to June 30, 2020) pursuant to this Agreement. Within thirty (30) days of the date of execution of this Agreement SCFPD shall 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 by January 15, 2020 for year one of the agreement ending on June 30, 2020. Beginning in 2020 and each year thereafter under this agreement, SCFPD shall make its annual payment in the amount of $48,000 to TMFPD no later than July 15 of each successive fiscal year.

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 Volunteer Fire Departments, 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.
7. INSURANCE

TMFPD and SCFPD shall at all times maintain a policy or policies of Comprehensive General Liability Insurance in the General Aggregate Limit in the minimum policy limits of $2 million for Bodily Injury or Death and $100,000 for property damage. TMFPD shall name SCFPD as additional insured and SCFPD shall name TMFPD as additional insured on such policy or policies, which shall not be cancelled nor cancellable without thirty (30) day advance notice in writing to SCFPD and/or TMFPD. Both TMFPD and SCFPD shall provide certificates of insurance to each other confirming that SCFPD and TMFPD are properly identified as additional insured.

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.

11. 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.
12. 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.

13. 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.

14. EFFECTIVE DATE OF AGREEMENT

This Agreement is effective as of July 1, 2019.

COUNTY OF SIERRA
BOARD OF SUPERVISORS

BY: Chairman of the Board

By: Clerk of the Board

APPROVED AS TO FORM:

________________________
COUNTY COUNSEL

Dated: __________________________
SIERRA COUNTY FIRE PROTECTION DISTRICT #1
BOARD OF FIRE COMMISSIONERS

By: Chairman, Board of Fire Commissioners

Dated: ____________________________

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

By: Chairman, Board of Fire Commissioners

Dated: ____________________________

Counsel to District

Dated: ____________________________