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

**MEETING DATE:** October 15, 2019  
**TYPE OF AGENDA ITEM:**  
- ☑ Regular  
- ☐ Timed  
- ☐ Consent

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

**AGENDA ITEM:** Resolution rescinding Agreement 2019-112 and approving replacement agreement between Truckee Meadows Fire Protection District, Sierra County Fire Protection District, and Sierra County for fire protection services in Verdi and Long Valley.

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

**BACKGROUND INFORMATION:** Agreement 2019-112 was approved at the meeting of 10/1/19. Subsequent to that meeting Chief Moore of the Truckee Meadows Fire Protection District requested a change to one of the provisions. As of Wednesday, October 9, 2019 the updated version is not available. It will be distributed separate from the Board Agenda as soon as it is available.

**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

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**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:**

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**CLERK TO THE BOARD**  
Date: ____________________________
IN THE MATTER OF RESCINDING AGREEMENT 2019-112 AND
APPROVING AGREEMENT BETWEEN
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT,
SIERRA COUNTY FIRE PROTECTION DISTRICT,
AND SIERRA COUNTY FOR FIRE PROTECTION SERVICES
IN VERDI AND LONG VALLEY

RESOLUTION NO. 2019-_______

BE IT RESOLVED THAT AGREEMENT 2019-112 identified as the Agreement between Truckee Meadows Fire Protection District, Sierra County Fire Protection District, and Sierra County for Fire Protection Services in Verdi and Long Valley is hereby rescinded due to a proposed language change on one of the provisions.

BE IT FURTHER RESOLVED THAT a revised Agreement between Truckee Meadows Fire Protection District, Sierra County Fire Protection District, and Sierra County for Fire Protection Services in Verdi and Long Valley is hereby approved.

ADOPTED by the Board of Supervisors of the County of Sierra on the 15th day of October, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PAUL ROEN, CHAIRMAN
BOARD OF SUPERVISORS

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL
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, SFCPD 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 SFCPD 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 SFCPD 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 SFCPD 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
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 ATTEST:
BOARD OF SUPERVISORS

BY: Chairman of the Board By: Clerk of the Board

APPROVED AS TO FORM:
COUNTY COUNSEL

Dated: _____________________________

By:

SIERRA COUNTY FIRE PROTECTION
DISTRICT #1
BOARD OF FIRE COMMISSIONERS

ATTEST:

By: William Copren, Authorized Member
    Board of Fire Commissioners

By: Clerk of the District

Dated: _____________________________

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