

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

<b>MEETING DATE:</b> June 16, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> County Service Area 4 <b>APPROVING PARTY:</b> Tim H. Beals, Director of Transportation <b>PHONE NUMBER:</b> 530-289-3201
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**AGENDA ITEM:** CSA4: Resolution approving the engineering report and proposed fee to be imposed within the newly formed County Service Area 4, Zone 4B that will be subject to a Proposition 218 protest hearing conducted on August 4, 2020.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** Resolution is still under preparation at time of agenda preparation and will be submitted, along with the engineering report, separate from initial submittal.

**FUNDING SOURCE:**  
**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**

<p><b>BOARD ACTION:</b></p> <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 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**COUNTY SERVICE AREA 4  
COUNTY OF SIERRA**

**RESOLUTION APPROVING  
COUNTY SERVICE AREA 4, ZONE 4B  
ENGINEER'S REPORT  
DATED JUNE 15, 2020**

**RESOLUTION NO. 2020-\_\_\_\_ CSA**

**BE IT RESOLVED** by the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 and County Service Area 4, Zone 4B hereby approves the "Engineer's Report for County Service Area 4, Zone 4B-Verdi and Long Valley Fire Protection and Emergency Medical Response Services Assessment Dated June 15, 2020" as prepared by Bastian Engineering.

**PASSED AND ADOPTED** on June 16, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIERRA COUNTY

\_\_\_\_\_  
Jim Beard, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Foster, Clerk of the Board

\_\_\_\_\_  
David Prentice, County Counsel

**SIERRA COUNTY**  
**County Service Area 4, Zone 4B-Verdi and**  
**Long Valley Emergency Services**

**ASSESSMENT ENGINEER'S**  
**REPORT**

Prepared by:



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June 16, 2020

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## **BACKGROUND**

On May 19, 2020, the Sierra County Board of Supervisors, acting as the Board of Directors for County Service Area 4, declared its intention to form a county service area zone within Sierra County Service Area 4; said new zone is hereinafter referred to in this report as "County Service Area 4B", or "CSA 4B" or simply "Assessment District", based on the following findings:

- The formation of a county service area zone is in the public interest to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley.
- The proposed boundaries of the county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest.
- The reasons for forming the county service area zone are to protect lives and property by providing a local governmental structure and offer a mechanism to provide emergency services to the residents/property owners within the county service area zone, including a source of funding. Both reasons provide assurance that emergency services proposed to be provided under the county service area zone will be reliable, equal, consistent, and accessible.
- The authorized services that the county service area zone will provide include fire suppression and emergency medical services, including any required facilities, directly or through service agreements with California and/or Nevada emergency service agencies. The county service area zone will provide a consistent and equal level of service to all properties that are "improved" by means of a residence authorized under a valid building permit issued by Sierra County; by means for any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and by means of any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County .
- The funding necessary to support the services authorized and implemented under the county service area zone will be an assessment to all "improved" properties as defined above to augment property tax or mitigation fee contributions from the County of Sierra and/or the Sierra County Fire Suppression District #1 implemented through any property tax exchange agreements. A report prepared by a California licensed engineer will analyze and identify the funding streams and funding requirements that will be expected from the "improved" properties, as defined above, within the boundaries of the county service area zone. A protest hearing under Proposition 218 will be conducted for any charge proposed to be imposed on these "improved" parcels. Once the county service area zone is formed and assessment successfully imposed under Proposition 218, the Board of Supervisors will proceed with the process to repeal the existing special tax in place as imposed by

Resolution 2006-063 and dissolve the County Service Area Zone established by Resolution 2004-102 and referred to as "County Service Area 4-Verdi Zone", which affects seven (7) parcels within the community of Verdi.

- The methods by which authorized services, levels of service, or authorized facilities will be financed include: a protest hearing involving all "improved" parcels as defined above conducted consistent with Proposition 218; any mitigation fees currently in place or approved in the future by the voters within the county service area zone; and property tax allocations according to any property tax exchange agreements between the County of Sierra and the Sierra County Fire Suppression District #1 to support emergency services within the county service area zone. All "improved" properties as defined above within the county service area zone as of the date of formation, will be assessed equal charges for each "improved" parcel. The county service area zone will maintain a list of "improved" parcels as defined above and any parcel "improved" as defined above subsequent to the date of formation of the county service area zone shall be enrolled and shall be charged thereafter an annual amount equal to the charges imposed on "improved" parcels that were in existence at the time of the county service area zone formation.
  
- The proposed county service area zone will be referred to as "County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services"

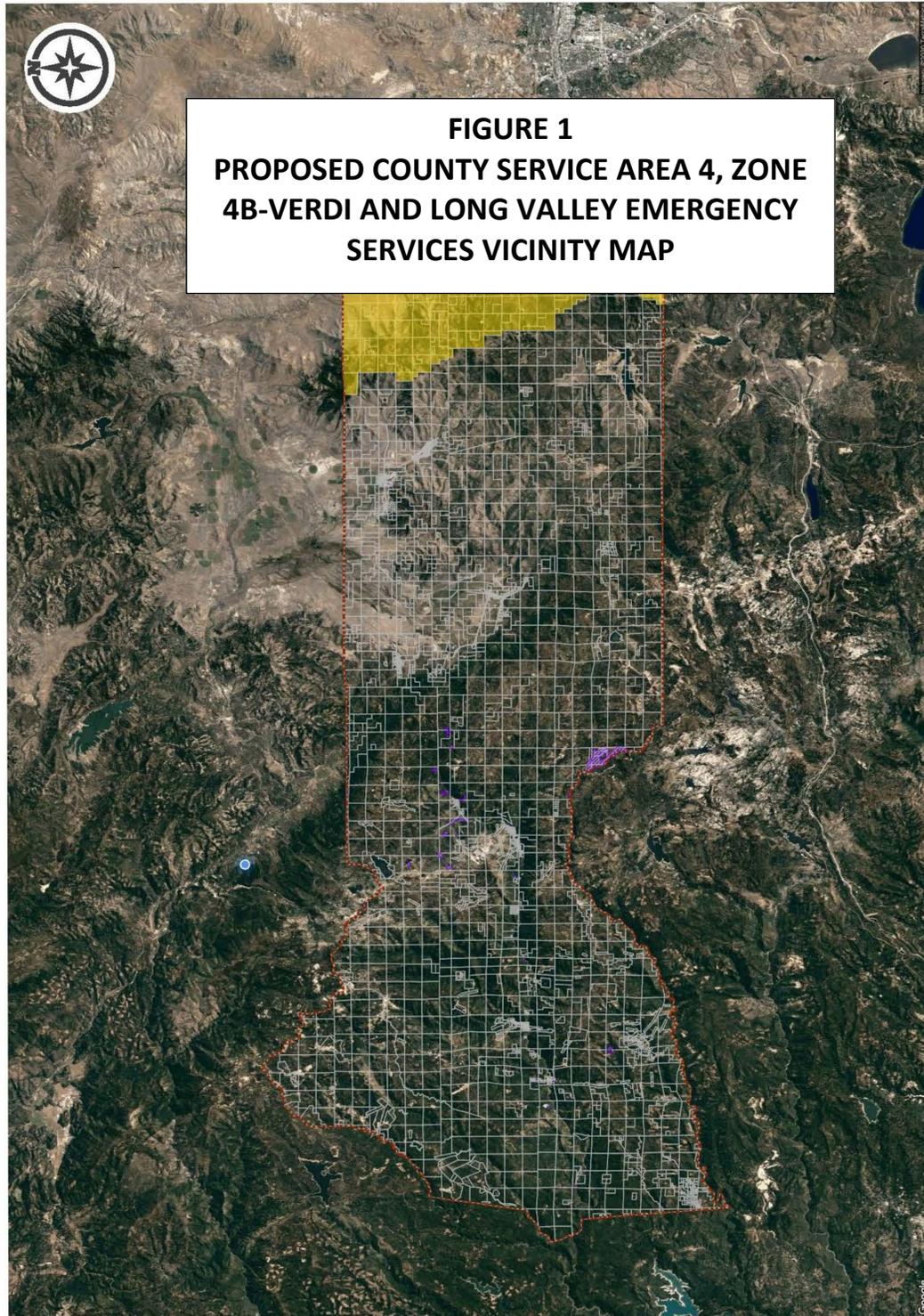
The proposed County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services area is shown on Figures 1 and 2 on the following pages.

As described in the Board of Supervisor's Resolution 2020-001, Sierra County communities of Verdi and Long Valley and properties surrounding these communities are uniquely located along the border between the State of California and the State of Nevada. These communities often share common social and economic interests and services with Washoe County, Nevada, and the greater Reno-Sparks Metropolitan area. The growth currently occurring and forecast for Washoe County and the City of Reno along the border of California will create impacts to public services within Sierra County and, as a result, providing emergency services to the residents of these two Sierra County communities has become an extremely high priority.

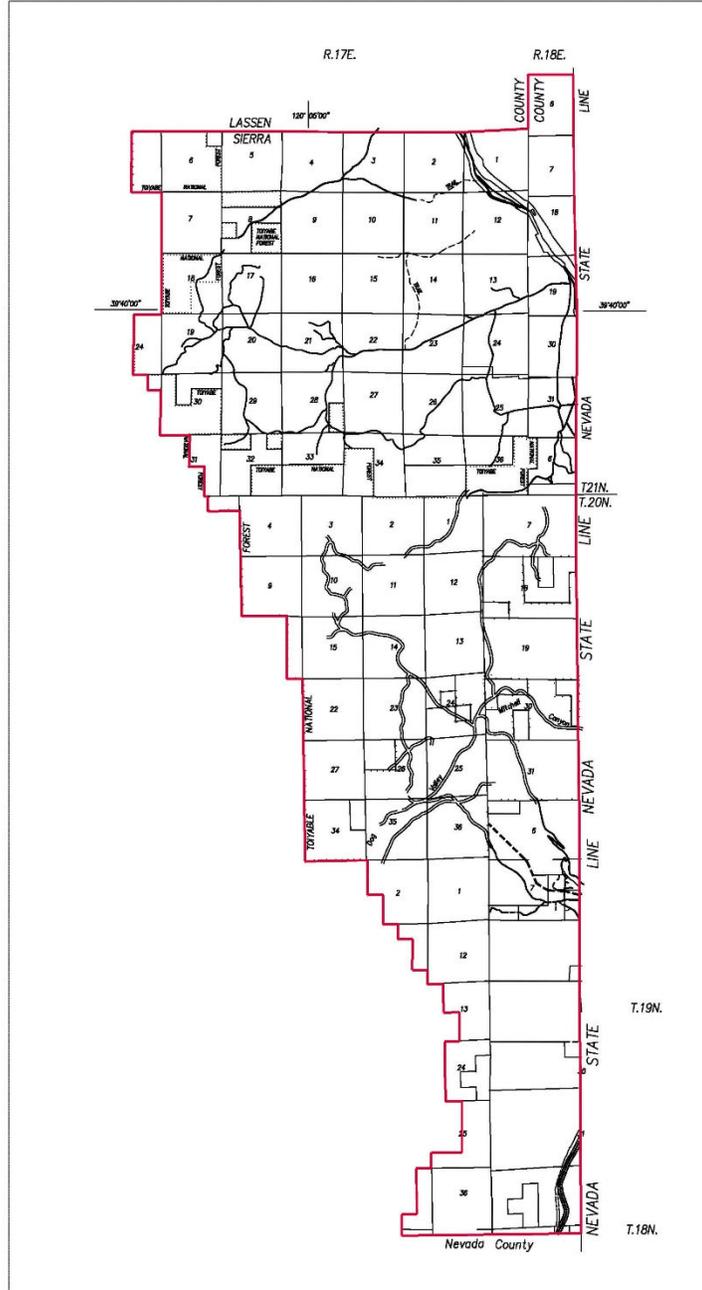
The Sierra County Board of Supervisors and the Board of Commissioners of Sierra County Fire Suppression District #1 conducted several community meetings in Verdi and in Long Valley soliciting public input over the need for professional emergency services and the requisite funding to support these services. The support from property owners was very strong to proceed with the formation of the county service area zone and funding mechanism.

Said Board recently conducted negotiations with emergency service agencies within Washoe County, Nevada, to provide professional emergency services to the Sierra County

communities of Verdi and Long Valley consistent with levels of service occurring within Washoe County, Nevada. These negotiations necessitate the formation of a county service area zone to create the mechanism to form and administer emergency service agreements and to provide the necessary funding for these agreements. It is the desire and intent of the



**FIGURE 2**  
**PROPOSED COUNTY SERVICE AREA 4, ZONE 4B-VERDI AND LONG VALLEY**  
**EMERGENCY SERVICES AREA**



Sierra County Fire Suppression District #1 (SCFPD #1) services the unincorporated area of Sierra County known as County Service Area 4 ("CSA 4"). CAL FIRE and the USFS provides wildland fire Suppression in all the rural areas in Sierra County. The Board of Directors proposes to create CSA 4B which will include 353 parcels, covering about 87 square miles in the rural areas of Sierra County, including road rights-of-way and open spaces.

SCFPD #1 responds to many service calls per year, including structure, wildland, and vehicle fires, traffic collisions, entrapments and rescues, industrial accidents and hazardous materials incidents, and emergency medical calls. In addition, SCFPD #1 provides fire prevention, community education, emergency preparedness, and other services relating to the Suppression of lives and property.

SCFPD #1 is primarily funded by contributions from local property taxes and existing building permit mitigation fee. In 2019, the area encompassed by the proposed CSA 4B zone was annexed to the Fire District and approved by LAFCO. The approved property tax transfer agreement (the share of general County property taxes for these properties transferred to the District by the County as part of the tax agreement and approval by LAFCO) equals approximately \$34,600 for this tax year.

SCFPD #1 seeks to provide fire Suppression and emergency response services to the proposed CSA 4B by contracting with the Truckee Meadows Fire Suppression District (TMFPD) for the next three years. As outlined in said Agreement, the payment for the services noted below will be \$48,000 per year for the term of the Agreement.

As noted in said Agreement (see Appendix C), TMFPD will provide structural fire suppression and emergency medical aid, excluding paramedic transport and ambulance services, on an as-needed and on-call basis to areas represented in the Agreement (within Verdi, Sierra County, California and Long Valley, Sierra County, California.) Said services will be limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD is not required to provide wildland fire Suppression 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 the Agreement. TMFPD's duty and ability to provide resources in response to any particular incident will be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD will 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.

This Engineer's Report supports a proposed assessment to fund these new service benefits.

The proposed rates for this assessment are shown in Table 1.

**TABLE 1**  
**PROPOSED ANNUAL ASSESSMENT RATES**

Property Type	Proposed Annual Rate Unit	
Improved Parcel*	\$156.52	each
Unimproved Parcel	\$0	

*\* "Improved," per Sierra County Board of Supervisors' Resolution 2020-001, means a residence authorized under a valid building permit issued by Sierra County; any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County.*

The purpose of this Engineer's Report (the "Report") is to:

- Define the services to-be-provided by Truckee Meadows Fire Suppression District, including structural fire suppression, safety and emergency response services that would be funded by the assessment (the "Services"),
- Compile a SCFPD #1 budget for the Services that would be funded by the assessment in 2020-21,
- Examine the special benefits received to the property within the County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services Assessment (the "Assessment District") from the proposed Services, and
- Determine the assessment to the parcels within the Assessment District.

The proposed assessment addressed in this Report has been made to comply with California Government Code Section 50078 (the "Code") and Article XIII D of the California Constitution (the Article").

The CSA #4B is created to include only properties that directly qualify for the structural fire suppression and emergency medical services provided by the assessment funds and are specifically benefited by such Services. Unimproved parcels or lots will continue to receive

wildland fire suppression through CAL FIRE and USFS, but said parcels will not benefit from the assessed Services. The Assessment Diagram included in this Report shows the boundaries of the Assessment District (see Figures 1 & 2, Pages 3 & 4). A legal description of the CSA 4B is included in Appendix A.

### **REVIEW OF PROPOSITION 218**

Proposition 218, The Right to Vote on Taxes Act and Articles XIII C and XIII D of the California Constitution, specifically allows benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses of a public improvement that provide a special benefit to the assessed property.

Proposition 218 requires specific procedures, including property-owner notification, voting, and a formal protest hearing, for the formation and continuation of assessments. These requirements are satisfied by the process this Report proposes to establish this assessment.

There have been several court cases with rulings that affect benefit assessment requirements. The following cases indicate salient rulings/decisions relating to Proposition 218 that were considered and utilized in this Report:

#### **SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE DISTRICT (2008) 44 CAL.4TH 431**

The most important components of this ruling, issued by the California Supreme Court on July 14, 2008, regarding special assessments are as follows:

- Benefit assessments are to be made only for unique and special benefits, not for general benefit.
- The special benefit to be funded by assessment must be separately and clearly defined.
- The Services to be provided by assessment are received by and directly benefit the assessed property within the Assessment District.

#### **DAHMS V. DOWNTOWN POMONA PROPERTY (2009) 174 CAL.APP.4TH 708**

The primary consideration in this case was whether the benefit assessment could be deemed 100% special benefit to the assessed properties, without any general benefit being incurred by the provided services.

The trial court ruling indicated that assessments must be limited to the reasonable cost of providing special benefits; any additional costs of providing additional general benefits cannot be included in the amounts assessed. The Appellate Court upheld in this case that

the assessment was 100% special benefit (i.e. 0% general benefit) holding that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

**BONANDER V. TOWN OF TIBURON (2009) 46 CAL.4TH 646**

In this case, the Court of Appeal reversed a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court overturned the assessment because each individual property had not been assessed proportionally to its special benefit.

**BEUTZ V. COUNTY OF RIVERSIDE (2010) 184 CAL.APP.4TH 1516**

This decision in this case overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified, and separated from the special benefits.

**GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO (2011)199 CAL.APP.4TH 416**

The decision, issued by the California Court of Appeal on September 22, 2011, overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. This decision was based primarily on two deficiencies in the assessment, as follows:

- The general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits.
- The City had failed to document the basis for the assessment on city-owned parcels.

**CONCERNED CITIZENS FOR RESPONSIBLE GOVERNMENT V. WEST POINT FIRE PROTECTION DISTRICT (2011)149 CAL. RPTR. 3D 640**

In July 2012, the Court of Appeal stated in its decision that fire services (as opposed to improvements) may, in whole or in part, be a general benefit and therefore unsuitable for funding with an assessment. The California Supreme Court granted a review of the Court of Appeal's decision after several local government organizations petitioned to have the decision de-published because of its apparent conflicts with the California Constitution. The grant of review caused the Court of Appeal's decision to be de-published. The Supreme Court eventually dismissed the appeal.

The Court of Appeal's decision remains unpublished and cannot be cited as binding precedent.

## **COMPLIANCE WITH CURRENT LAW**

This Engineer's Report conforms to the requirements of Article XIIC and XIID of the California Constitution. It is consistent with the special benefit requirements set by the *Silicon Valley* decision: The Services to be funded are for the special benefit of the assessed properties located in CSA 4B only; the benefit Services are clearly defined in the TMFPD Agreement; the Services provide a direct advantage to assessed property in the Assessment District that would not be received without the assessment; and the Services are benefits that are separate and above the general benefits provided to the real property located in CSA 4B or to the public at large by other public entities that serve CSA 4B.

This Report is consistent with the *Dahms* ruling because the Services funded by this assessment will be 100% special benefit directly provided to the assessed property in the Assessment District. Calls for structural fire suppression or medical calls to those parcels containing qualified structures/uses (as defined in the Board of Supervisor's Resolution 2020-001 as "improved") are assured of a response to their respective properties through the services agreement and special benefit assessment.

This Report recognized that there is the possibility that the Services for medical assistance might be utilized in way that could be interpreted as general benefit. Since a large portion of these contracted Services is funded by the SCFPD #1 revenue received from the property tax transfer agreement, this Engineer's Report concludes that the tax revenue will more than cover any incidental public benefit that may be received. Therefore, the assessment funds will only pay for special benefits to the individual assessed properties.

This Report is also consistent with *Bonander* because the Assessment has been apportioned based on the proportional special benefit to each property. The same Services are provided to each improved parcels regardless of the improvement type, land use and other factors. As noted above, property tax revenue can easily account for any proportionality difference between the assessed parcels.

Furthermore, the Assessment is consistent with the *Beutz* and *Golden Hill* cases because the general benefits have been accounted for as part of the property tax revenue and excluded from the Assessment.

## **ASSESSMENT PROCESS**

Following submittal of this Report, the Sierra County Board of Supervisors, acting as the County Service Area Board of Directors, will hold a public hearing to consider the formation of a County Service Area Zone within County Service Area 4 to provide for an adequate and reliable level of emergency services to the Sierra County communities of Verdi, California and Long Valley,

California. The Board may, by Resolution, call for an assessment ballot proceeding and public hearing on the proposed establishment of a Fire Suppression and Emergency Response Services Assessment.

If the Board approves such a Resolution, a Notice of Assessment and Assessment Ballot will be mailed to each property owner within the proposed Assessment District boundaries. The Notice will include a description of the Services to be funded by the proposed assessment, the total amount of the proposed assessment and the amount chargeable to the owner's parcel, the reasons for the proposed assessment and the basis upon which it was calculated, and an explanation of the process for submitting a ballot. Each notice will also include a postage prepaid return envelope and a ballot on which the property owner may mark his/her approval or disapproval of the proposed assessment as well as his/her signature.

After the ballots are mailed to property owners in the Assessment District, a minimum 45 day time period must be provided for the return of the assessment ballots. Following this balloting time period, a public hearing must be held for the purpose of allowing public testimony regarding the proposed assessments. Ballots will be received if previously mailed and received by the public agency before the public hearing, or if physically submitted at the public hearing. At the public hearing, the public will have the opportunity to speak on the issue. After receiving ballots and public comment, the public hearing will be closed. The Board will then recess in order that the ballots can be tabulated.

If it is determined that the assessment ballots submitted in opposition to the proposed assessment do not exceed the assessment ballots submitted in favor of the assessment, the Board may approve the imposition of assessment for fiscal year 2020-21 and each fiscal year thereafter. If the assessment is confirmed and approved, the Board will order the levy of the assessment to be submitted to the County of Sierra Auditor/Treasurer-Tax Collector for inclusion on the property tax roll commencing with Fiscal Year 2020-21. The levy and collection of the assessment would continue year-to-year until terminated by the Board.

The assessment granted by the ballot proceeding would be for a maximum assessment rate of \$156.52 per improved parcel.

### **DESCRIPTION OF SERVICES**

This proposed benefit assessment would provide funding for two major areas of service:

- Structural Fire Suppression
- Emergency Medical Response

Below is a detailed description of the services that are provided for the special benefit of

property in the Assessment District.

## **SERVICES**

TMFPD will provide contract fire suppression and emergency medical aid, excluding paramedic transport and ambulance services per Services Agreement 2019-126 (attached) within Verdi, Sierra County, California and Long Valley, Sierra County, California. The services are limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD will not be required to provide wildland fire suppression 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 said Agreement. TMFPD's duty and ability to provide resources in response to any particular incident will be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD will 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 will 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 said Agreement; \$30,000 per fiscal year to be provided by tax revenue and \$18,000 per fiscal year to be provided by assessment.

## **ASSESSMENT BUDGET**

The *Table 2: Sierra County Fire Protection District #1 Budget* summarizes budget allocations for SCFPD #1 service operation, including: staffing and training, vehicle expense, capital repairs, insurance, utilities, professional services, supplies and materials, administration, capital outlay, and other in support of SCFPD #1's operations.

Included in this budget is the TMFPD service contract cost of \$48,000. \$30,000 of the \$34,600 collected from the Sierra County Property Tax Transfer Agreement will be used to pay for the TMFPD service contract. The remaining \$18,000 is to be paid by special assessment.

## TABLE 2

### SIERRA COUNTY FIRE PROTECTION DISTRICT #1 ESTIMATED BUDGET

Sierra County Fire Protection District #1		
Estimate of Costs		
Fiscal Year 2020-21		
	Est. Budget Item	Amount
	Service Operation	
1	Firefighter Staffing and Training	\$90,400
2	Vehicle & Equipment	\$35,000
3	Building Maintenance	\$25,000
4	Insurance	\$24,500
5	Utilities	\$18,400
6	Professional Services	\$16,500
7	Supplies and Materials	\$9,000
8	Administration	\$16,600
9	TMFPD Services Contract	\$48,000
10	<b>Total Service Need/Est Budget</b>	<b>\$283,400</b>
11	Est. SCFPD #1 Dedicated Revenue from Property Taxes	\$220,000
12	Est. SCFPD #1 Revenue from Other	10,800
13	Est Revenue from Sierra County Property Tax Transfer Agreement	<b>\$34,600</b>
14	<b>Total Estimated Revenue</b>	<b>\$265,400</b>
15	<b>Total Proposed Assessment Budget</b>	<b>\$18,000</b>
16	Improved Parcels in Assessment District	115
17	Proposed Assessment per Improved Parcel per year	<b>156.52\$</b>

#### IMPLEMENTATION OF AN ASSESSMENT FOR FIRE SUPPRESSION SERVICES

California Government Code Section 50078 et. seq. allows agencies which provide fire suppression services, such as SCFPD #1 to levy assessments for fire suppression services. Section 50078 states the following:

*“Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article.”*

Therefore, the Services to be provided by the Assessment District fall within the scope of

services that may be funded by assessments under the Code.

### DESCRIPTION OF SPECIAL BENEFIT FROM SERVICES

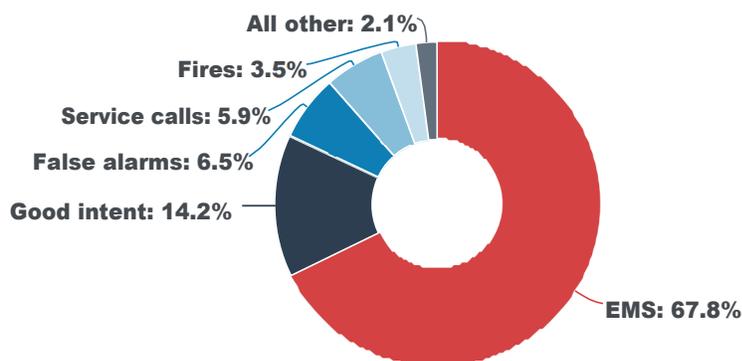
Special Benefit is defined by the California Constitution as a “particular and distinct benefit over and above general benefits.” The following special benefits conferred upon all “improved” parcels resulting from the contracted fire suppression and emergency response services that will be provided in the Assessment District by TMFPD is summarized as follows:

#### INCREASED SAFETY AND SUPPRESSION OF REAL PROPERTY ASSETS FOR “IMPROVED” PROPERTY OWNERS WITHIN THE ASSESSMENT DISTRICT

The proposed Assessment will fund supplemental structural fire suppression and emergency response services to “improved” parcels, and thereby significantly reduce the risk of property damage, human injury, or death associated with fires within the Assessment District.

Due to the mutual risk of loss of life and property in the event of a fire, and because of the close proximity of Nevada and California properties in Verdi and Long Valley, enhanced structural fire suppression and EMS services are needed. The ability and willingness of TMFPD to protect lives and property more effectively in Nevada by providing fire suppression and other services in areas of Verdi and Long Valley, California is a mutual benefit to both communities.

California statistics for incidents in 2018 are noted below:



Source: U.S. Fire Administrator, [https://www.usfa.fema.gov/data/statistics/states/california.html#state\\_incidents](https://www.usfa.fema.gov/data/statistics/states/california.html#state_incidents)

*"Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in*

*related cost." [Insurance Services Offices Inc.]*

The proposed increased fire suppression and emergency response services support this special benefit by providing SCFPD #1 with the needed resources to protect real property from uncontrolled structural fires and to protect lives through the TMFPD Services Agreement.

#### **GENERAL VERSUS SPECIAL BENEFIT**

Article XIII D of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel."

Because the Services directly serve and benefit all the "improved" property in the Assessment District, any general benefit conferred on the public at large would be small.

The public uses the public highways and Federal lands within the Assessment District and therefore, may benefit from the Services without contributing to the assessment. This general benefit has been evaluated and assigned to the portion of the SCFPD #1 budget that is derived from the property tax transfer agreement. (Approximately \$34,600 of the SCFPD# 1 revenue has been added to the budget through the property tax transfer.)

In 2019, SCFPD #1 expenditures for basic services to Verdi, California were \$6,003. Assuming the portion of the expense related to general benefit service calls is approximately the same each year for the near future, it is evident that a similar general benefit cost will be easily covered by property tax contribution and not the special benefit assessment.

#### **METHOD OF APPORTIONMENT**

The Assessment District area consists of all Assessor Parcels within the CSA 4B boundary. The process used for allocating the assessment is based upon the proportional special benefits from the Services to be provided to the properties in the assessment area over and above general benefits conferred on real property or to the public at large.

One of the greatest engineering challenges in modeling and calculating a special benefit on a specific parcel is the need to balance the effect of various attributes in a multi-attribute analysis. However, in this case, the special benefit method of apportionment is based upon only one attribute making

the process simple and straight forward. No “weighting” of attributes is required as each “improved” parcel benefits equally. The TMFPD Services provided is the same regardless of the improved parcel type, land use or location. Unimproved parcels are not assessed as there is no improvement to require the Services (except for general benefits, which have already been discussed.)

### **ASSESSMENT CALCULATION**

The assessment rate for “improved” parcels is 1.00. The assessment rate for unimproved parcels is 0.00. There are 115 “improved” parcels; therefore, the uniform assessment, per parcel is  $\$18,000/115 = \$156.52$  per “improved” parcel per year.

### **APPEALS OF ASSESSMENTS LEVIED TO PROPERTY**

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment or for any other reason, may file a written appeal with The Sierra County Board of Supervisors or the Board of Commissioners of Sierra County Fire Protection District #1. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the SCFPD #1 Board or designee, will promptly review the appeal and any information provided by the property owner. If the SCFPD #1 Board, or designee, finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the Board, or designee, is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the SCFPD #1 Board, or designee, shall be referred to the County of Sierra Board of Supervisors; the decision of the Board of Supervisors shall be final.

### **CRITERIA AND POLICIES**

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensures equal levels of benefit for improved properties. The criteria established in this Report cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report, or to establish additional criteria or policies that do not conflict with this Report.

### **DURATION OF ASSESSMENT**

It is proposed that the Assessment be levied for fiscal year 2020-21 and continued every year thereafter, so long as the special benefits are provided. As noted previously, if the Assessment and the duration of the Assessment are approved by property owners in an assessment ballot proceeding, the Assessment can be imposed

and continued annually after the Board approves an annually updated budget and rate for the Assessment. Any increase in the Assessment requires voter approval.

**ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE CSA 4B AREA**

The assessment funds shall be expended exclusively for Services within the boundaries of the Assessment District, namely, the CSA 4B area.

**ENGINEER’S STATEMENT**

The undersigned Engineer of Work has prepared and filed this report presenting an estimate of costs, a diagram for the Assessment District, and an allocation of the estimated costs of the Services upon all assessable parcels within the Assessment District.

The undersigned hereby recommends the following assessment to cover the estimated cost of said Services, including incidental costs.

The amount to be paid for said Services and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2020-21 is generally as follows:

**TABLE 3  
SUMMARY COST ESTIMATE**

<b>FISCAL YEAR 2020-21 BUDGET</b>			
	Total for SCFPD #1 Servicing	\$283,400	
	SCFPD #1 Revenue	\$265,400	
	Total Allowance for Collections	\$0	
	<b>Total Fire Suppression and EMS Services Assessment per year</b>	<b>\$18,000</b>	

An Assessment Diagram is included and made a part hereof showing the exterior boundaries of said Assessment District, including a metes and bounds description noted in Appendix A. The distinctive number of each parcel or lot of land in said Assessment District is its Assessor Parcel Number appearing on the Assessment Roll (see Appendix B.)

I do hereby assess and apportion said net amount of the cost and expenses of said Services, including the costs and expenses incident thereto, upon the parcels and lots of land within said Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate and Method of

Assessment hereto attached and by reference made a part hereof.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of Sierra County for the fiscal year 2020-21 (see Appendix B.) For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Sierra County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2020-21 for each parcel or lot of land within the said Assessment District (see Appendix B.)

Dated: June 16, 2020



A handwritten signature in black ink that reads "Daniel B. Bastian".

## APPENDIX A

### **ASSESSMENT DIAGRAM**

The boundaries of the Assessment District are displayed on the Assessment Diagram, as shown on Figure 2. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of Sierra County, and are incorporated herein by reference, and made a part of this Diagram and this Report.

The Assessment boundary legal description is as follows:

#### County Service Area 4, Zone 4B

Beginning at the Southeast corner of Sierra County at the intersection with the California-Nevada State line; thence Westerly along the South boundary of said Sierra County line to the point of intersection of the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M.; thence Northerly along the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M. to the North 1/4 corner of said Section 2; thence along the South boundary of T. 19 N., R. 17 E., M.D.B. & M. to the South 1/4 corner of Section 35; thence Northerly along the centerline of said Section 35 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Easterly to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Northerly along the East boundary of the West 1/2 of the East 1/2 of said Section 35 to the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence Easterly to the Southeast corner of Section 26, T. 19 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 26 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence Easterly along the North boundary of the South 1/2 of the Southwest 1/4 of Section 25, T. 19 N., R. 17 E., M.D.B. & M. to the Northeast corner of the South 1/2 of the Southwest 1/4 of said Section 25; thence Northerly along the centerline of said Section 25 to the North 1/4 corner of said Section 25; thence Westerly along the South boundary of Section 24, T. 19 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the West 1/2 of said Section 24; thence Northerly along the West boundary of the East 1/2 of the West 1/2 of said Section 24 to the South boundary of Section 13, T. 19 N., R. 17 E., M.D.B. & M.; thence Easterly along the South boundary of said Section 13 to the South 1/4 corner of said Section 13; thence Northerly along the centerline of said Section 13 to the center of said Section 13; thence Westerly along the centerline of said Section 13 to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 13; thence Northerly along the West boundary of the East 1/2 of the Northwest 1/4 of said Section 13 to the South boundary of Section 12, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 12 to the East boundary of Section 11, T. 19 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 11 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 11 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11;

thence Northerly along the West boundaries of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 11 to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11 to the centerline of said Section 11; thence Northerly along the centerline of said Section 11 to the South boundary of Section 2, T. 19 N., R: 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 2 to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Northerly along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Westerly along the North boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the West boundary of said Section 2; thence Northerly along the West boundary of said Section 2 to the Northwest corner of said Section 2, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South Boundary of T. 20 N., R. 17 E., M.D.B. & M. to the East boundary of Section 33, T. 20 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundaries of Sections 33, 28, and 21, T. 20 N., R. 17 E.,M.D.B. & M. to the Northeast corner of said Section 21; thence Westerly along the North boundary of said Section 21 to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, T. 20 N., R. 17 E., M.D.B. & M. ; thence Northerly along the West boundary of the East 1/2 of the East 1/2 of said Section 16 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence Westerly along the North boundary of said Section 16 to the Northwest corner of said Section 16; thence Northerly along the East boundaries of Sections 8 and 5, T. 20 N., R. 17 E., M.D.B. & M. to the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 5; thence Westerly along the South boundary of the North 1/2 of the Northeast 1/4 to the centerline of said Section 5; thence Northerly along the centerline of said Section 5 to the North 1/4 corner of said Section 5; thence Westerly along the South boundary of T. 21 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 31, T. 21 N., R. 17 E., M,D.B. & M.; thence Northerly along the West boundary of the East 1/2 of the Southeast 1/4 of said Section 31 to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 31; thence Westerly along the North boundary of the Southeast 1/4 of said Section 31 to the center of said Section 31; thence Northerly along the centerline of said Section 31 to the North 1/4 corner of said Section 31; thence Westerly along the North boundary of said Section 31 to the Southeast corner of Section 25, T. 21 N., R. 16 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 25 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Westerly along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Northerly along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the South boundary of Section 24, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South boundary of Section 24, T. 21 N.,R. 16 E., M.D.B. & M. to the South 1/4 corner of said Section 24; thence Northerly along the centerline of said Section 24 to the North 1/4 corner of said Section 24; thence Easterly along the North boundary of said Section 24 to the Northeast corner of said Section 24; thence Northerly along the East boundaries of Sections 13 and 12, T. 21 N., R. 16 E., M.D.B. & M. to the Southeast corner of Section 1, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South line of said Section 1 to

the South 1/4 corner of said Section 1; thence Northerly along the centerline of said Section 1 at a point on the North Boundary of Sierra County, thence easterly along said North boundary of Sierra County to the Northeast corner of Sierra County also being on the California-Nevada State line; thence Southerly along the East boundary of Sierra County to the Southeast corner of Sierra County, also being the California-Nevada State line, to the Point of Beginning.

## APPENDIX B

### **ASSESSMENT ROLL, FISCAL YEAR 2020-21**

The Assessment Roll is made part of this report and is available for public inspection during normal office hours. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots of parcels.

**CSA 4B Proposed Benefit**  
**Assessment Rates for FY 2020-2021**

PARCEL	OWNER	ANNUAL ASSESSMENT
016-080-013-000	U S F S	\$0
016-080-014-000	U S A	\$0
016-100-011-000	U S F S	\$0
016-120-008-000	WALIMA HOLDINGS CORP	\$0
021-010-001-000	U S F S	\$0
021-010-002-000	BARUDONI LORI K & MARK L JT	\$0
021-010-003-000	SANTA CLARA CITY OF	\$0
021-010-004-000	CALIFORNIA FISH & GAME	\$0
021-010-005-000	STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD	\$0
021-010-006-000	SANTA CLARA CITY OF	\$0
021-010-007-000	U S F S	\$0
021-010-008-000	U S F S	\$0
021-010-010-000	U S F S	\$0
021-010-011-000	U S F S	\$0
021-010-012-000	SANTA CLARA CITY OF	\$0
021-010-013-000	SANTA CLARA CITY OF	\$0
021-010-014-000	U S F S	\$0
021-020-001-000	SANTA CLARA CITY OF	\$0
021-020-002-000	CALIFORNIA FISH & GAME	\$0
021-020-004-000	UNION PACIFIC RAILROAD CO	\$0
021-020-008-000	CALIFORNIA FISH & GAME	\$0
021-020-016-000	CALIFORNIA FISH & GAME	\$0
021-020-022-000	CALIFORNIA FISH & GAME	\$0
021-020-023-000	CALIFORNIA FISH & GAME	\$0
021-020-025-000	CALIFORNIA FISH & GAME	\$0
021-020-026-000	CALIFORNIA FISH & GAME	\$0
021-020-027-000	CALIFORNIA FISH & GAME	\$156.52
021-020-028-000	CALIFORNIA FISH & GAME	\$0
021-020-029-000	CALIFORNIA FISH & GAME	\$0
021-030-001-000	U S F S	\$0
021-030-002-000	WALIMA HOLDINGS CORP	\$0
021-030-003-000	WALIMA HOLDINGS CORP	\$0
021-030-004-000	CALIFORNIA FISH & GAME	\$0
021-030-005-000	WALIMA HOLDINGS CORP	\$0
021-030-006-000	WALIMA HOLDINGS CORP	\$0
021-030-007-000	WALIMA HOLDINGS CORP	\$0
021-040-001-000	WALIMA HOLDINGS CORP	\$0
021-040-009-000	CALIFORNIA FISH & GAME	\$0
021-040-010-000	CALIFORNIA FISH & GAME	\$0
021-040-011-000	U S F S	\$0
021-040-016-000	WALIMA HOLDINGS CORP	\$156.52

PARCEL	OWNER	ANNUAL ASSESSMENT
021-040-017-000	RAMELLI DONALD E & NORMA CO TRUSTEE	\$0
021-040-019-000	RAMELLI RANCH & WALIMA HOLDINGS CORP	\$0
021-040-020-000	CALIFORNIA FISH & GAME	\$0
021-040-021-000	RAMELLI RANCH & WALIMA HOLDINGS CORP	\$0
021-040-022-000	CALIFORNIA FISH & GAME	\$156.52
021-040-023-000	CALIFORNIA FISH & GAME	\$0
021-040-024-000	CALIFORNIA FISH & GAME	\$0
021-040-025-000	CALIFORNIA FISH & GAME	\$0
021-040-026-000	CALIFORNIA FISH & GAME	\$0
021-050-001-000	WALIMA HOLDINGS CORP	\$0
021-050-002-000	U S F S	\$0
021-050-003-000	WALIMA HOLDINGS CORP	\$0
021-050-004-000	RAMELLI NORMA CO TRUSTEE	\$156.52
021-050-005-000	U S F S	\$0
021-050-007-000	U S F S	\$0
021-050-008-000	U S F S	\$0
021-050-009-000	WALIMA HOLDINGS CORP	\$0
021-050-010-000	U S F S	\$0
021-050-011-000	WALIMA HOLDINGS CORP	\$0
021-050-012-000	U S A	\$0
021-050-014-000	WALIMA HOLDINGS CORP	\$0
021-060-001-000	WALIMA HOLDINGS CORP	\$0
021-060-008-000	WALIMA HOLDINGS CORPORATION	\$0
021-060-009-000	U S F S	\$0
021-060-010-000	WALIMA HOLDINGS CORP	\$0
021-060-011-000	U S A	\$0
021-060-013-000	U S A	\$0
021-060-015-000	U S A	\$0
021-070-001-000	CALIFORNIA FISH & GAME	\$0
021-070-002-000	CALIFORNIA FISH & GAME	\$0
021-070-003-000	CALIFORNIA FISH & GAME	\$0
021-080-001-000	CALIFORNIA FISH & GAME	\$0
021-080-003-000	UNION PACIFIC RAILROAD CO	\$0
021-080-006-000	CALIFORNIA, STATE OF	\$0
021-080-011-000	RAMELLI RANCH & WALIMA HOLDINGS CORP	\$0
021-080-012-000	CALIFORNIA FISH & GAME	\$0
021-080-014-000	CALIFORNIA FISH & GAME	\$0
021-080-016-000	CALIFORNIA FISH & GAME	\$0
021-080-017-000	GARDNER JOE E & NATALIE TRUSTEE	\$0
021-080-018-000	CALIFORNIA FISH & GAME	\$0
021-090-002-000	U S A	\$0
021-090-006-000	CALIFORNIA FISH & GAME	\$0
021-100-001-000	U S A	\$0
021-100-003-000	U S A	\$0
021-100-004-000	WALIMA HOLDINGS CORP	\$0

PARCEL	OWNER	ANNUAL ASSESSMENT
021-100-008-000	U S A	\$0
021-100-009-000	EMERSHY CYNTHIA & TERRANCE LYNN JT	\$0
021-100-010-000	STONE HOUSE RANCH PROP LLC	\$156.52
021-100-011-000	LOVERIN JAMES R & JANET I TRUSTEE	\$156.52
021-100-012-000	LISSNER ROBERT J TRUSTEE	\$0
021-100-014-000	SALLABERRY ANDRE M & RHONDA L JT	\$156.52
021-100-015-000	ATB BUSINESS GROUP LLC	\$156.52
021-100-018-000	ZEBRACK JANET J & JERRY N TRUSTEE	\$156.52
021-100-019-000	SANDS, KENNETH	\$0
021-100-020-000	HEATON JILL S & BAROLI WENDY S JT	\$156.52
021-100-021-000	BUCK STEPHEN ERNEST & WILLIAM E CO TRUSTEE	\$0
021-100-022-000	SIERRA COUNTY	\$0
022-010-003-000	U S F S	\$0
022-010-004-000	U S A	\$0
022-010-007-000	U S F S	\$0
022-010-008-000	U S A	\$0
022-010-010-000	U S A	\$0
022-020-001-000	U S A	\$0
022-020-002-000	U S F S	\$0
022-020-003-000	U S A	\$0
022-020-004-000	U S A	\$0
022-020-005-000	U S A	\$0
022-020-006-000	U S A	\$0
022-020-007-000	U S F S	\$0
022-020-008-000	U S A	\$0
022-030-004-000	U S A	\$0
022-040-001-000	U S A	\$0
022-040-002-000	U S A	\$0
022-040-003-000	U S F S	\$0
022-040-004-000	U S A	\$0
022-040-005-000	U S A	\$0
022-040-006-000	U S F S	\$0
022-040-007-000	U S A	\$0
022-040-008-000	U S F S	\$0
022-040-009-000	HARVEY, DAVID A	\$0
022-040-010-000	U S A	\$0
022-040-011-000	U S F S	\$0
022-060-001-000	U S F S	\$0
022-060-002-000	U S A	\$0
022-060-003-000	U S F S	\$0
022-060-004-000	U S A	\$0
022-060-005-000	U S F S	\$0
022-060-006-000	U S F S	\$0
022-060-007-000	U S A	\$0

PARCEL	OWNER	ANNUAL ASSESSMENT
022-060-008-000	U S A	\$0
022-060-009-000	U S A	\$0
022-070-004-000	U S A	\$0
022-070-005-000	U S A	\$0
022-080-001-000	MORTENSEN ROSS S TRUSTEE	\$0
022-080-002-000	FLYINSTEAD LLC	\$0
022-080-003-000	U S A	\$0
022-080-004-000	U S A	\$0
022-080-006-000	MINARD STEPHEN	\$0
022-080-007-000	KING, ROBERT R	\$0
022-080-008-000	MINARD, STEPHEN C SS	\$0
022-080-009-000	MINARD, STEPHEN C	\$0
022-090-001-000	U S A	\$0
022-090-002-000	U S A	\$0
022-090-003-000	U S A	\$0
022-090-004-000	NEVADA AREA COUNCIL BSA	\$0
022-090-005-000	U S A	\$0
023-010-001-000	TEMPLIN LESLIE H TRUSTEE	\$0
023-010-002-000	U S A	\$0
023-010-003-000	U S A	\$0
023-010-004-000	U S A	\$0
023-010-005-000	PAYEN PAMELA & EBIE CHRISTOPHER ALLEN SS	\$0
023-010-006-000	TRUST FOR PUBLIC LAND	\$0
023-010-007-000	U S A	\$0
023-010-008-000	TEMPLIN LESLIE H TRUSTEE	\$0
023-010-010-000	U S A	\$0
023-010-011-000	U S A	\$0
023-010-012-000	TROUB TASHA M SS TC & FORTIS LINDA S	\$156.52
023-020-002-000	U S F S	\$0
023-020-004-000	U S F S	\$0
023-020-005-000	U S A	\$0
023-020-008-000	U S F S	\$0
023-020-009-000	U S F S	\$0
023-020-010-000	U S A	\$0
023-020-011-000	U S F S	\$0
023-020-013-000	U S A	\$0
023-020-015-000	U S A	\$0
023-040-007-000	RAGAN, MARK J	\$156.52
023-040-009-000	U S A	\$0
023-040-011-000	U S F S	\$0
023-060-008-000	CALIFORNIA FISH & GAME	\$0
023-060-010-000	U S F S	\$0
023-060-011-000	CALIFORNIA FISH & GAME	\$0
023-060-013-000	U S A	\$0

PARCEL	OWNER	ANNUAL ASSESSMENT
023-060-015-000	U S F S	\$0
023-070-001-000	U S A	\$0
023-070-002-000	CROWELL, DAVID V	\$0
023-070-004-000	U S F S	\$0
023-070-007-000	PACIFIC BELL	\$156.52
023-070-011-000	MILLER, FRED HAMILTON SS	\$156.52
023-070-012-000	WEBSTER MICHAEL A & SHERNAAZ M TRUSTEE	\$0
023-070-021-000	MILLER, WILLIAM THOMAS	\$0
023-070-024-000	SIERRA PACIFIC POWER CO	\$156.52
023-070-047-000	BERNARD, BRUCE	\$156.52
023-070-048-000	MATHERS ALAN B & PEGGYANN JT	\$156.52
023-070-050-000	CASSIDY, DAVID W	\$156.52
023-070-051-000	SCHENCK JOSEPH F & MICHELLE M TRUSTEE	\$156.52
023-070-052-000	WILLIAMSON REX A & THERESA J JT	\$156.52
023-070-056-000	HINCKLEY KATHRYN E TRUSTEE	\$156.52
023-070-057-000	ZITTLE, CHERYL LYNN	\$156.52
023-070-058-000	WARREN RANDY	\$156.52
023-070-061-000	SCHOTT, BARBARA A SS	\$156.52
023-070-062-000	CARRICO GALEN DAVID & RENEE ALICIA JT	\$156.52
023-070-063-000	MC CART CHRISTOPHER & MILLER TESSA DEE JT	\$156.52
023-070-064-000	CARSON CONSTANCE R TRUSTEE	\$156.52
023-070-065-000	JOHNSON BRUCE PAUL & MARCIA ANN TRUSTEE	\$156.52
023-070-068-000	KRAUSE, FRANK VONN	\$0
023-070-069-000	WILSON KENNETH G & LORRAINE J CP	\$156.52
023-070-070-000	MILLER, WILLIAM THOMAS	\$156.52
023-070-071-000	MONGELLUZZO JILLIAN & MAHER JOSHUA JT	\$156.52
023-070-072-000	KRONE ROBERT C & BLUMENFELD JOAN CP	\$156.52
023-070-073-000	HAGLUND BRADLEY P & VICKI J TRUSTEE	\$156.52
023-070-074-000	RYAN WARD T TRUSTEE	\$0
023-070-075-000	VAN METER WILLIAM A & VICTORIA M JT	\$0
023-070-076-000	SIERRA COUNTY	\$0
023-080-001-000	U S A BUREAU OF RECLAMATION	\$0
023-080-003-000	FERRONI KAREN TRUSTEE	\$156.52
023-080-005-000	FERRONI KAREN TRUSTEE	\$0
023-080-006-000	JACK RANDY	\$0
023-080-008-000	GOLDBEAVAR LLC	\$0
023-080-011-000	PIONEER INN ASSOC LTD PARTNER	\$0
023-080-013-000	SAY HEY LLC	\$0
023-080-019-000	BLUTH, CHARLES P	\$0
023-080-021-000	DOBBAS, JAMES B SS	\$0
023-080-022-000	DOBBAS JAMES B & DOBBAS JAMES B SS	\$0
023-080-023-000	BLUTH CHARLES P TRUSTEE	\$0
023-080-024-000	MESKIMEN LES COWLES & JILL ARLENE TRUSTEE	\$156.52
023-080-025-000	FERRONI KAREN TRUSTEE	\$0
023-080-026-000	FERRONI KAREN TRUSTEE	\$156.52

PARCEL	OWNER	ANNUAL ASSESSMENT
023-080-027-000	THINGELSTAD ROBBIE J & DIANNA E JT	\$156.52
023-080-028-000	ROBERTSON, G DAVID SS	\$0
023-080-029-000	ROBERTSON, G DAVID SS	\$0
023-080-030-000	ROWLEY WILLIAM & PATRICIA TC	\$0
023-080-999-000	VERDI LAKE, LLC	\$0
023-090-002-000	OATS BERNICE & JOHN ROBERT TRUSTEE	\$0
023-090-004-000	CANNELL JENNIFER L & PYLE MICHAEL L JT	\$156.52
023-090-005-000	TADMAN DARON K TRUSTEE	\$156.52
023-090-010-000	WILCOX SCOTT W & KATHLEEN M JT	\$156.52
023-090-011-000	GAYDOS, BEVERLY J	\$156.52
023-090-016-000	GRUBE, TIMOTHY O	\$156.52
023-090-018-000	O'NEAL MICHAEL L TRUSTEE	\$156.52
023-090-020-000	HIGGINBOTHAM DARRYL F & STELLA L JT	\$156.52
023-090-021-000	HIGGINBOTHAM DARRYL F & STELLA L JT	\$156.52
023-090-022-000	O'GRADY, ROBIN E	\$156.52
023-090-024-000	MONTZ DANIEL & ANGELA S JT	\$0
023-090-027-000	HARRIS RANDALL T & CINDY L JT	\$156.52
023-090-028-000	LOVELESS BEN & MARILYN TRUSTEE	\$156.52
023-090-029-000	LOVELESS BEN CO TRUSTEE	\$156.52
023-090-030-000	WILCOX SCOTT W & KATHLEEN M JT	\$0
023-090-031-000	HARRIS GEORGENE M & THOMAS A CO TRUSTEE	\$0
023-090-032-000	HARRIS GEORGENE & THOMAS CO TRUSTEE	\$0
023-100-001-000	CHRISTENSEN JOHN E & TERRY D JT	\$0
023-100-004-000	WARF RICHARD & JAIME JT	\$156.52
023-100-005-000	MCKENZIE JEREMY	\$0
023-100-006-000	PROSPECTOR GAMING ENTERPRISES, INC	\$156.52
023-100-007-000	HIGGINBOTHAM DARRYL F & STELLA L JT	\$156.52
023-100-009-000	VAN DORP PIETER & CLARE D JT	\$156.52
023-100-010-000	CUMASHOT, AARON F	\$156.52
023-100-011-000	RAVEY JANET L & JOSEPH A JT	\$156.52
023-100-012-000	STREMMEL STEVE & HENRIETTA J JT	\$156.52
023-100-013-000	LAST CHANCE INC	\$0
023-110-001-000	JACK RANDY	\$156.52
023-110-002-000	FERRONI KAREN TRUSTEE	\$0
023-110-003-000	U S A	\$0
023-110-004-000	U S A BUREAU OF RECLAMATION	\$0
023-110-005-000	U S A	\$0
023-110-006-000	U S A	\$0
023-110-008-000	TRUCKEE MEADOWS WATER AUTH	\$0
023-110-009-000	CALIFORNIA FISH & GAME	\$0
023-110-010-000	RAGAN LUKE & MARK JT	\$156.52
023-110-011-000	DOBBAS JAMES B TRUSTEE	\$0
023-110-012-000	RAGAN LUKE & MARK JT	\$0
023-110-013-000	U S A	\$0
023-110-014-000	U S A	\$0

PARCEL	OWNER	ANNUAL ASSESSMENT
023-120-001-000	CALIFORNIA FISH & GAME	\$0
023-120-002-000	SOUTHERN PACIFIC TRANS CO	\$0
023-120-003-000	TRUCKEE MEADOWS WATER AUTH	\$0
023-120-004-000	U S F S	\$0
023-120-005-000	TRUCKEE MEADOWS WATER AUTH	\$156.52
023-120-006-000	TRUCKEE MEADOWS WATER AUTH	\$0
023-120-007-000	CALIFORNIA FISH & GAME	\$0
023-120-008-000	CALIFORNIA FISH & GAME	\$0
023-120-009-000	U S A	\$0
023-120-010-000	U S A	\$0
023-120-011-000	TRUCKEE MEADOWS WATER AUTH	\$0
023-120-012-000	CALIFORNIA, STATE OF	\$0
023-120-013-000	CALIFORNIA, STATE OF	\$0
023-120-014-000	CALIFORNIA, STATE OF	\$0
023-120-015-000	CALIFORNIA FISH & GAME	\$0
023-130-004-000	YELL ROGER L TRUSTEE	\$156.52
023-130-005-000	HEIMANN PETER & ROSEMARIE JT	\$156.52
023-130-008-000	SPANIOL, DENNIS J	\$156.52
023-130-011-000	BRYAN CHERIE WESTPHAL & RODNEY E TRUSTEE	\$156.52
023-130-012-000	BALDWIN SUSAN C TRUSTEE	\$156.52
023-130-015-000	BAYARD-DE-VOLO PIERRE & LOUISE JT	\$156.52
023-130-016-000	OZBURN JOYCE LYNN TRUSTEE	\$156.52
023-130-020-000	BALDONI DAN J & WENDY TRUSTEE	\$0
023-130-023-000	ANDERSON VERNON L & JUDY M CP	\$156.52
023-130-024-000	CLARK DENNIS MICHAEL & KATHY M JT	\$156.52
023-130-025-000	HUNTER CANDACE LYNN & ROBERT DALTON TRUSTEE	\$156.52
023-130-026-000	KOKENGE SUSAN A & THOMAS L TRUSTEE	\$0
023-130-027-000	ROGALSKI RICHARD J TRUSTEE	\$0
023-130-028-000	BROOKS JULIE C & WILLIAM RICHARD JT	\$156.52
023-130-029-000	HORGAS RAYMOND & SWANSON MARIANNE CO TRUSTEE	\$156.52
023-130-032-000	RUSSELL BETTY & GARY CP	\$156.52
023-130-033-000	PADDEN PATRICIA A & SINGLE JOHN D CP	\$156.52
023-130-034-000	PERRY JAMES A & SUZANNE TRUSTEE	\$156.52
023-130-035-000	NELSON CHERYL SMITH TRUSTEE	\$156.52
023-130-036-000	WEAVER MARY JO & TERRY L TRUSTEE	\$156.52
023-130-037-000	LONG ROBERT D & SHERRIE TRUSTEE	\$156.52
023-130-038-000	BUSHA WILLIAM & MARIANN JT	\$156.52
023-130-039-000	ENGLUND GREGORY J & DIANE W TRUSTEE	\$156.52
023-130-040-000	OTTAVIANO LANNING DEBBIE LYNN TRUSTEE	\$156.52
023-130-041-000	BENCHETLER ALISON B & PETER JT	\$156.52
023-140-001-000	DAMRON CHESTER L & SHARON A TRUSTEE	\$156.52
023-140-002-000	BARRINGER ROBERT D TRUSTEE	\$156.52
023-140-003-000	ROWLEY WILLIAM D & PATRICIA L JT	\$156.52

PARCEL	OWNER	ANNUAL ASSESSMENT
023-140-004-000	ROBINS JAMES T & ROBINS SANDRA R TRUSTEE	\$156.52
023-140-005-000	DUFFIELD JEANINE & ROBERT TRUSTEE	\$156.52
023-140-006-000	MATHER, EDWARD SS	\$0
023-140-007-000	AUBUCHON TONYA D TRUSTEE	\$156.52
023-140-008-000	STANDER MICHAEL D & CHERYL L JT	\$156.52
023-140-009-000	MCCANDLISH JOHN & CINDY A JT	\$156.52
023-140-010-000	BERRYHILL MARIAN E & CAPLOVITZ GIDEON P CP	\$156.52
023-140-011-000	GARRAHAN EVAN & AMY KEENAN JT	\$156.52
023-140-012-000	ANDERSON HARLEY & JEANNE A JT	\$156.52
023-140-013-000	BECK WILLIAM D TRUSTEE	\$156.52
023-140-014-000	TRUST, GUNTHER FAMILY REV	\$156.52
023-140-015-000	BERRYHILL MARIAN E & CAPLOVITZ GIDEON P CP	\$0
023-140-016-000	SIERRA COUNTY	\$0
023-150-004-000	ADAMS ANTHONY J & ELNA TRUSTEE	\$0
023-150-005-000	ADAMS ANTHONY J & ELNA TRUSTEE	\$156.52
023-150-007-000	SIERRA PACIFIC POWER CO	\$156.52
023-150-012-000	FYFFE, PAMELA S	\$156.52
023-150-013-000	SAMON, SCOTT WHITNEY	\$156.52
023-150-014-000	GERBO MICHAEL J & TRISHA C TRUSTEE	\$156.52
023-150-017-000	WISE REGINA & CLAYTON JT	\$156.52
023-150-018-000	PILCHER MICHAEL & KELLI JT	\$156.52
023-150-019-000	SPARKS DAVID & DUNN-SPARKS LAURA JT	\$156.52
023-150-020-000	VIERRA DAVID R	\$156.52
023-150-021-000	JENSEN LORI LOU & RICHARD PRESTON TRUSTEE	\$0
023-150-022-000	JENSEN LORI LOU & RICHARD PRESTON TRUSTEE	\$156.52
023-150-025-000	SUMPTER BEATRICE & WILLIAM TRUSTEE	\$156.52
023-150-026-000	YANCEY HAZEL JUNE & JIMMY	\$156.52
023-150-027-000	QUAINTANCE BONNIE & GARY TRUSTEE	\$0
023-150-028-000	RIDDLE MARK S & GRETCHEN H TRUSTEE	\$156.52
023-150-029-000	BECK PENNY L SUCC TRUSTEE	\$156.52
023-150-030-000	MEAD KATHIE & PATRICK TRUSTEE	\$0
023-150-032-000	EISELE JUDITH ANN GRAFTON TRUSTEE	\$156.52
023-150-033-000	PIERCY EARL E & NANCY C JT	\$156.52
023-150-034-000	SUNRISE GROVE PROPERTIES, LLC	\$0
023-150-036-000	APPEL NICOLE	\$156.52
023-150-037-000	GLENN TARA OWNERS ASSOC	\$0
023-150-039-000	SIERRA COUNTY	\$0
023-150-040-000	ANDREWS CYNTHIA G & MARK D III TRUSTEE	\$156.52
023-150-041-000	MCCANN ANN MARIE & JAMIE A JT	\$156.52
023-150-042-000	DORWART MICHAEL & SUSAN JT	\$156.52
023-150-043-000	EVANS ALLEN M & TUTAK SANDRA L CP	\$0
023-150-044-000	SUNRISE GROVE PROPERTIES, LLC	\$0
023-150-045-000	SUNRISE GROVE PROPERTIES, LLC	\$0
023-150-999-000	R E LOANS LLC	\$0
910-001-121-000	LE DREW DANE	\$156.52



**AGREEMENT TO PROVIDE  
FIRE PROTECTION SERVICES**

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

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

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

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

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

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

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

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

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

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

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

### OPERATIVE PROVISIONS

#### **1. SERVICES**

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

#### **2. TERM AND TERMINATION**

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

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

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

### **3. PAYMENT**

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

### **4. FACILITIES, EQUIPMENT, APPARATUS, AND MATERIALS.**

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

### **5. RECIPROCAL WAIVER OF CLAIMS**

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

### **6. INDEMNIFICATION.**

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

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

#### **7. INSURANCE**

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

#### **8. AUTHORITY.**

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

#### **9. GOVERNING LAW**

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

#### **10. WAIVER**

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

#### **11. NOTICE**

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

For TMFPD:

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

For SCFPD:

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

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

For COUNTY:

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

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

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

## 12. ENTIRE AGREEMENT AND AMENDMENTS

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

**13. SEVERABILITY**

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

**14. NO PARTNERSHIP**

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

**15. NO THIRD PARTY BENEFICIARIES**

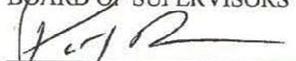
This Agreement is not intended to create, or to be construed to create, any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

**16. EFFECTIVE DATE OF AGREEMENT**

This Agreement is effective as of July 1, 2019.

By:

COUNTY OF SIERRA  
BOARD OF SUPERVISORS

  
BY: Chairman of the Board

ATTEST:

  
By: Clerk of the Board

APPROVED AS TO FORM:

*[Signature]*

COUNTY COUNSEL

Dated: OCT 15 2019

By:

SIERRA COUNTY FIRE PROTECTION  
DISTRICT #1  
BOARD OF FIRE COMMISSIONERS

*[Signature: W. Copren]*  
By: William Copren, Authorized Member  
Board of Fire Commissioners

ATTEST:

*[Signature: Richard J. Malden]*  
*for Shanna Porter*  
By: Clerk of the District

Dated: Oct. 14, 2019

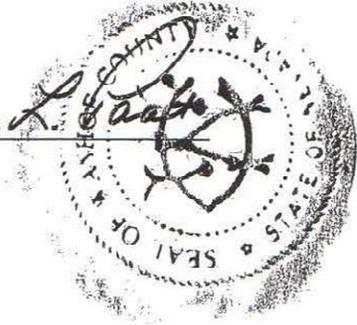
By:

TRUCKEE MEADOWS FIRE PROTECTION  
DISTRICT  
BOARD OF FIRE COMMISSIONERS

*[Signature: V. Stanley]*  
By: Chairman, Board of Fire Commissioners

ATTEST:

*[Signature: Nancy L. Laake]*  
By: Clerk



APPROVED AS TO FORM:

*[Signature]*  
Counsel to District

Dated: Nov 19, 2019

## APPENDIX D

### **BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

#### **IN THE MATTER OF PROPOSING THE FORMATION OF A COUNTY SERVICE AREA ZONE WITHIN SIERRA COUNTY SERVICE AREA 4**

##### **RESOLUTION 2020-001**

**WHEREAS**, pursuant to the County Service Area Law commencing with Government Code, Section 25210 and following, the Board of Supervisors on June 1, 1956 adopted its Resolution No. 672 establishing County Service Areas 1, 2, 3, 4, and 5 and fixed the boundaries and the services for each of these County Service Areas; and,

**WHEREAS**, the Board of Supervisors, when it determines it is in the public interest to provide different authorized services, provide different levels of service, provide different authorized facilities, or raise additional revenues within specific areas of a county service area, may form one or more zones as provided in Government Code, Section 25217; and,

**WHEREAS**, the Sierra County communities of Verdi and Long Valley and properties surrounding these communities are uniquely located along the border between the State of California and the State of Nevada, often sharing common social and economic interests and services with Washoe County, Nevada, and the greater Reno-Sparks Metropolitan area and the growth currently occurring and forecast for Washoe County and the City of Reno along the border of California will create impacts to public services within Sierra County and as a result, providing emergency services to the residents of these two Sierra County communities has become a very high priority; and,

**WHEREAS**, the Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 conducted several community meetings in Verdi and in Long Valley soliciting public input over the need for professional emergency services and the requisite funding to support these services and the support from property owners was very strong to proceed with the formation of the county service area zone and funding mechanism; and,

**WHEREAS**, the Sierra County Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 have recently conducted negotiations with emergency service agencies within Washoe County, Nevada, to provide professional emergency services to the Sierra County communities of Verdi and Long Valley consistent with levels of service occurring within Washoe County, Nevada, which necessitates the formation of a county service area zone to create the mechanism to create and administer emergency service agreements and to provide the necessary funding for these agreements; and,

**WHEREAS**, it is the desire and intent of the Board of Supervisors acting as the Board of Directors of County Service Area 4 to form a county service area zone within Sierra County Service Area 4.

**NOW THEREFORE BE IT RESOLVED** that the Board of Supervisors acting as the Board of Directors of County Service Area 4 declares its intention to form a county service area zone within Sierra County Service Area 4 as provided herein:

- 1) The formation of a county service area zone is in the public interest to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley and the proceeding to propose the formation is made pursuant to the County Service Area Law, Government Code, Section 25210 and following and specifically, Article 8, Section 25217.
- 2) The proposed boundaries of the county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest. The boundary and area of the proposed county service area zone is represented on the map attached hereto as Exhibit 1 and made a part hereof.
- 3) The metes and bounds legal description of the boundaries of the inhabited territory to be included within the proposed county service area zone is attached hereto as Exhibit 2 and made a part hereof.
- 4) The reasons for forming the county service area zone are to protect lives and property by providing a local governmental structure and mechanism to provide emergency services to the residents/property owners within the county service area zone, including a source of funding, both of which provides assurance that emergency services proposed to be provided under the county service area zone will be reliable, equal, consistent, and accessible.
- 5) The authorized services that the county service area zone will provide include fire suppression and emergency medical services, including any required facilities, directly or through service agreements with California and/or Nevada emergency service agencies. The county service area zone will provide a consistent and equal level of service to all properties that are “improved” by means of a residence authorized under a valid building permit issued by Sierra County; by means for any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and by means of any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County. The funding necessary to support the services authorized and implemented under the county service area zone will be an equal charge to all “improved” properties as defined above to augment property tax or mitigation fee contributions from the County of Sierra and/or the Sierra County Fire Protection District #1 implemented through any property tax exchange agreements. A report prepared by a California licensed engineer will analyze and identify the funding streams and funding requirements that will be expected from the “improved” properties as defined above within the boundaries of the county service area zone and a protest hearing under Proposition 218 will be conducted for any charge proposed to be imposed on these “improved” parcels. Once the county service area zone is formed and assessment successfully imposed under Proposition 218, the Board of Supervisors will proceed with the process to repeal the existing special tax in place as imposed by Resolution 2006-063 and dissolve the County Service Area Zone established by Resolution 2004-102 and referred to as “County Service Area 4-Verdi Zone” which affects seven (7) parcels within the community of Verdi.

6) The methods by which authorized services, levels of service, or authorized facilities will be financed include a protest hearing involving all "improved" parcels as defined above, conducted consistent with Proposition 218; any mitigation fees currently in place or approved in the future by the voters within the county service area zone; and property tax allocations according to any property tax exchange agreements between the County of Sierra and the Sierra County Fire Protection District #1 to support emergency services within the county service area zone. All "improved" properties as defined above within the county service area zone as of the date of formation, will be assessed equal charges for each "improved" parcel. The county service area zone will maintain a list of "improved" parcels as defined above, and any parcel "improved" as defined above subsequent to the date of formation of the county service area zone shall be enrolled and shall be charged thereafter an annual amount equal to the charges imposed on "improved" parcels that were in existence at the time for county service area zone formation.

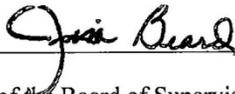
7) The proposed county service area zone will be referred to as "County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services".

**BE IT FURTHER RESOLVED**, that the Board of Supervisors acting as the Board of Directors of County Service Area 4, hereby sets a public hearing for June 16, 2020 at 1:30 p.m. in the Loyaltan Social Hall, Loyaltan, CA or by teleconference if the Governor's Executive Order pertaining to the COVID-19 pandemic and/or the social distancing guidelines as outlined by the Sierra County Public Health Department are still in effect at that time, on the formation of "Sierra County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services" and approval of the assessment engineering report to support the proposed formation and the basis for a protest hearing under Proposition 218 and notice of the public hearing shall be published, posted, and mailed as is required by Government Code, Section 25217 (d).

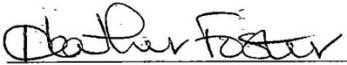
**ADOPTED**, by the Board of Supervisors of the County of Sierra on this 19<sup>th</sup> day of May 2020 by the following vote:

AYES: Supervisors Adams, Huebner, Roen, Dryden and Beard  
NOES: None  
ABSENT: None  
ABSTAIN: None

COUNTY OF SIERRA

  
\_\_\_\_\_  
Jim Beard  
Chairman of the Board of Supervisors  
County Service Area Board of Directors

ATTEST:

  
\_\_\_\_\_  
Heather A. Foster  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Prentice  
County Counsel

**COUNTY SERVICE AREA 4, ZONE 4B  
VERDI-LONG VALLEY EMERGENCY SERVICES**

CSA Resolution 2020-001  
May 19, 2020

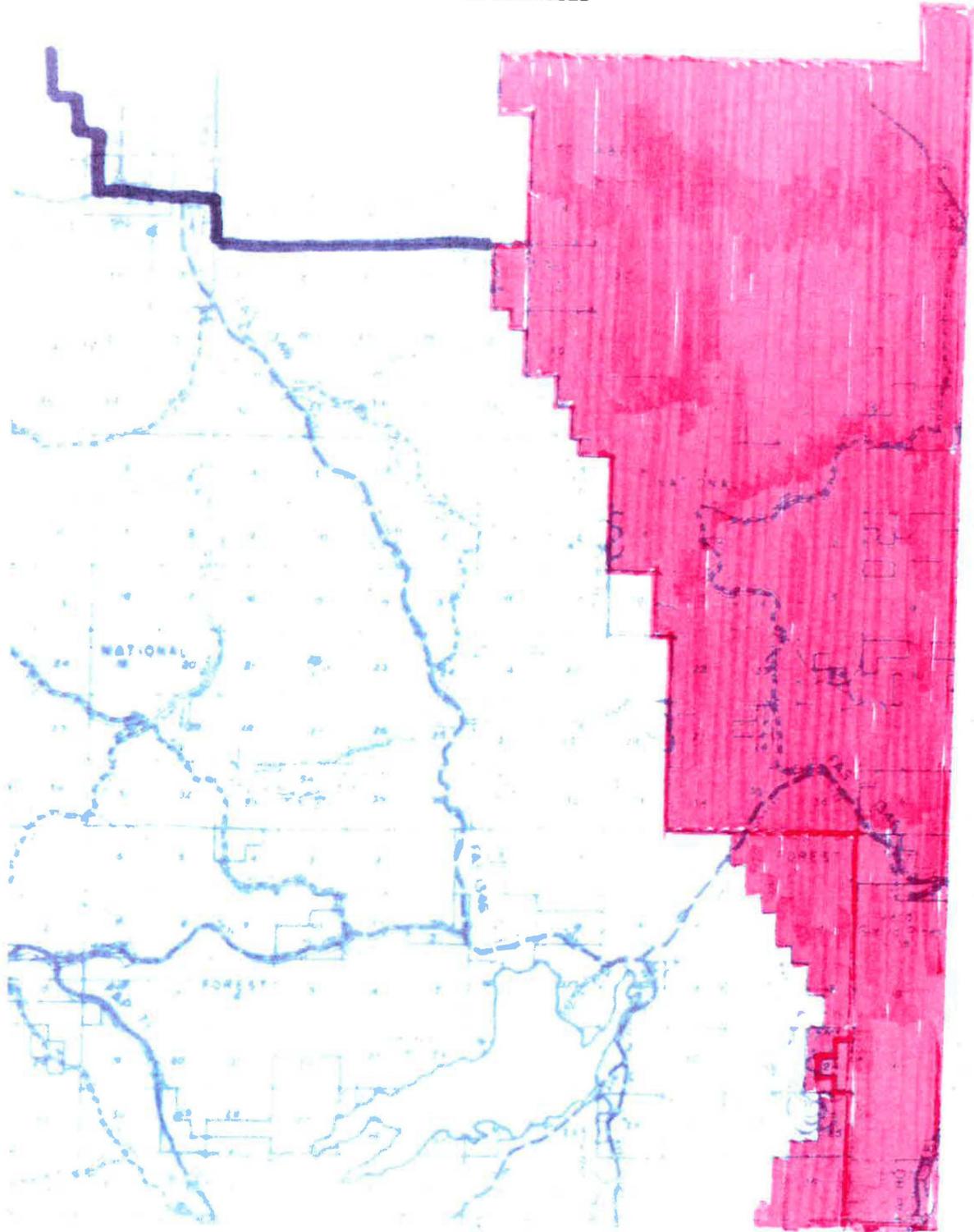


EXHIBIT 1  
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May 19, 2020

## County Service Area 4, Zone 4B

Beginning at the Southeast corner of Sierra County at the intersection with the California-Nevada State line; thence Westerly along the South boundary of said Sierra County line to the point of intersection of the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M.; thence Northerly along the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M. to the North 1/4 corner of said Section 2; thence along the South boundary of T. 19 N., R. 17 E., M.D.B. & M. to the South 1/4 corner of Section 35; thence Northerly along the centerline of said Section 35 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Easterly to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Northerly along the East boundary of the West 1/2 of the East 1/2 of said Section 35 to the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence Easterly to the Southeast corner of Section 26, T. 19 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 26 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence Easterly along the North boundary of the South 1/2 of the Southwest 1/4 of Section 25, T. 19 N., R. 17 E., M.D.B. & M. to the Northeast corner of the South 1/2 of the Southwest 1/4 of said Section 25; thence Northerly along the centerline of said Section 25 to the North 1/4 corner of said Section 25; thence Westerly along the South boundary of Section 24, T. 19 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the West 1/2 of said Section 24; thence Northerly along the West boundary of the East 1/2 of the West 1/2 of said Section 24 to the South boundary of Section 13, T. 19 N., R. 17 E., M.D.B. & M.; thence Easterly along the South boundary of said Section 13 to the South 1/4 corner of said Section 13; thence Northerly along the centerline of said Section 13 to the center of said Section 13; thence Westerly along the centerline of said Section 13 to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 13; thence Northerly along the West boundary of the East 1/2 of the Northwest 1/4 of said Section 13 to the South boundary of Section 12, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 12 to the East boundary of Section 11, T. 19 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 11 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 11 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Northerly along the West boundaries of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 11 to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11 to the centerline of said Section 11; thence Northerly along the centerline of said Section 11 to the South boundary of Section 2, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 2 to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Northerly along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Westerly along the North boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the West boundary of said Section 2; thence Northerly along the West boundary of said Section 2 to the Northwest corner of said Section 2, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South Boundary of T. 20 N., R. 17 E., M.D.B. & M. to the East boundary of Section 33,

EXHIBIT 2  
PAGE 1 OF 2

May 19, 2020

T. 20 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundaries of Sections 33, 28, and 21, T. 20 N., R. 17 E., M.D.B. & M. to the Northeast corner of said Section 21; thence Westerly along the North boundary of said Section 21 to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, T. 20 N., R. 17 E., M.D.B. & M.; thence Northerly along the West boundary of the East 1/2 of the East 1/2 of said Section 16 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence Westerly along the North boundary of said Section 16 to the Northwest corner of said Section 16; thence Northerly along the East boundaries of Sections 8 and 5, T. 20 N., R. 17 E., M.D.B. & M. to the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 5; thence Westerly along the South boundary of the North 1/2 of the Northeast 1/4 to the centerline of said Section 5; thence Northerly along the centerline of said Section 5 to the North 1/4 corner of said Section 5; thence Westerly along the South boundary of T. 21 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 31, T. 21 N., R. 17 E., M.D.B. & M.; thence Northerly along the West boundary of the East 1/2 of the Southeast 1/4 of said Section 31 to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 31; thence Westerly along the North boundary of the Southeast 1/4 of said Section 31 to the center of said Section 31; thence Northerly along the centerline of said Section 31 to the North 1/4 corner of said Section 31; thence Westerly along the North boundary of said Section 31 to the Southeast corner of Section 25, T. 21 N., R. 16 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 25 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Westerly along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Northerly along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the South boundary of Section 24, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South boundary of Section 24, T. 21 N., R. 16 E., M.D.B. & M. to the South 1/4 corner of said Section 24; thence Northerly along the centerline of said Section 24 to the North 1/4 corner of said Section 24; thence Easterly along the North boundary of said Section 24 to the Northeast corner of said Section 24; thence Northerly along the East boundaries of Sections 13 and 12, T. 21 N., R. 16 E., M.D.B. & M. to the Southeast corner of Section 1, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South line of said Section 1 to the South 1/4 corner of said Section 1; thence Northerly along the centerline of said Section 1 at a point on the North Boundary of Sierra County, thence easterly along said North boundary of Sierra County to the Northeast corner of Sierra County also being on the California-Nevada State line; thence Southerly along the East boundary of Sierra County to the Southeast corner of Sierra County, also being the California-Nevada State line, to the Point of Beginning.

EXHIBIT 2  
PAGE 2 OF 2

**COUNTY SERVICE AREA 4  
COUNTY OF SIERRA**

**RESOLUTION CALLING A PUBLIC HEARING  
ON PROPOSED ASSESSMENT FEE FOR THE  
“COUNTY SERVICE AREA 4, ZONE 4B VERDI AND LONG VALLEY FIRE  
PROTECTION AND EMERGENCY MEDICAL SERVICES ASSESSMENT FEE**

**RESOLUTION NO. 2020-\_\_\_\_ CSA**

**WHEREAS**, the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 (the “Board”) has reviewed the “Engineer’s Report” prepared by Bastian Engineering dated June 15, 2020, recommending an assessment fee for the “County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services” to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District; and,

**WHEREAS**, on the basis of that analysis, the Board has determined that the amount of revenue available to County Service Area 4 is inadequate to meet the costs of the proposed service agreement and has concluded that the recommended assessment fee should be implemented; and,

**WHEREAS**, the California Constitution provides that a local agency must conduct a public hearing on any new property-related fee or charge, such as the proposed assessment fee, not sooner than 45 days after mailing a notice to the owners of the property upon which the fee or charge will be imposed.

**BE IT RESOLVED** by the Board of Supervisors of the County of Sierra, acting as the governing authority of County Service Area 4 and County Service Area 4, Zone 4B, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and this Board so finds and determines.

Section 2. Public Hearing. The Board hereby affixes \_\_\_\_\_ or as soon thereafter as practicable, on Tuesday, August 4, 2020, at the Sierra County Courthouse, Board of Supervisors Chambers, 100 Courthouse Square, Downieville, California, as the time and place for a public hearing on the proposed assessment fee.

Section 3. Notice of Hearing. The Board directs the Clerk of the Board of Supervisors to mail a notice of the hearing, in substantially the form attached hereto as Exhibit A, which describes the proposed rates, to each record property owner within County Service Area 4, Zone 4B. The mailing shall be completed not later than June 19, 2020 which date is at least 45 days before the date of the public hearing.

Section 4. Effective Date. This resolution shall take effect from and after the date of its passage.

**PASSED AND ADOPTED** on June 16, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIERRA COUNTY

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Jim Beard, Chair

ATTEST:

APPROVED AS TO FORM:

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Heather Foster, Clerk of the Board

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David Prentice, County Counsel

EXHIBIT A

**Notice of Public Hearing  
County of Sierra  
County Service Area Board of Directors**

**Notice of Proposed Assessment for County Service Area 4, Zone 4B Verdi and Long Valley  
Fire Protection and Emergency Medical Services**

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors proposes to charge an annual assessment to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District.

The County Service Area Board of Directors of the County of Sierra proposes to charge \$ 156.52 per year to improved parcels within the CSA 4, Zone 4B boundaries and as defined in County Service Area Board of Directors Resolution 2020-001.

The proposed annual assessment amount was based upon the Engineer's Report for County Service Area 4, Zone 4B-Verdi and Long Valley Fire Protection and Emergency Medical Response Services Assessment dated June 15, 2020 as prepared by Bastian engineering.

The proposed assessment will be collected on the Sierra County tax bill effective \_\_\_\_\_ and payable in semiannual installments, payable by December 10 and April 10 each year.

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors will hold a public hearing on the proposed assessment, on Tuesday, August 4, 2020 at \_\_\_\_\_ or as soon thereafter as the matter may be heard at the Board Chambers, 100 Courthouse Square, Downieville, California.

Property owners may file a written protest against the proposed assessment with the Clerk of the Board of Supervisors at or before the close of the public hearing. A protest must contain a description of the property owned sufficient to identify the property. If the name on the written protest is not shown on the last equalized assessment roll of Sierra County, as the owner of the property, the signer of the protest must also submit written evidence of ownership.

Written protests may be mailed to: Clerk of the Board of Supervisors  
County of Sierra  
P.O. Box D  
Downieville, CA 95936

Written protests may also be delivered in person to the Clerk of the Board of Supervisors at 100 Courthouse Square, Room 11, Downieville, California, or at the public hearing.

If a majority of the affected property owners file written protests against the proposed assessment, the assessment will not be implemented.

If you have any questions about this notice, please call 530-289-3295 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Dated: June 16, 2020

Clerk of the Board of Supervisors  
County of Sierra