

AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES

This AGREEMENT for providing Fire Protection Services (“Agreement”) is entered into on the _____ date _____ 2019 by and between the Sierra County Fire Protection District # 1, a public agency, (SCFPD#1) and the City of Loyalton, (City) located in Sierra County, California.

RECITALS

WHEREAS, communities and ranches in the unincorporated portions of Eastern Sierra County, adjacent to the boundaries of the City, have recently been annexed into the Sierra County Fire Protection District #1, (LAFCO File 2018-001);

WHEREAS, the City of Loyalton through Loyalton Fire Department has been providing structure fire protection for these areas adjacent to or nearby to the City’s boundary either through formal Agreement or as a good neighbor;

WHEREAS, the Loyalton Fire Department is staffed and equipped to continue providing structure fire protection to these neighboring communities and ranches and is the “Closest Resource” for providing this service;

WHEREAS, City is willing to provide structure fire protection, suppression, and emergency medical support service, excluding transport/ambulance services, to those portions of Sierra County neighboring the City of Loyalton pursuant to a written agreement;

WHEREAS, SCFPD#1 is organized under the Fire Protection District Law of 1987, Section 13800 et. seq. of the California State Health and Safety Code and has responsibility under that authority for structure fire prevention, and suppression, and emergency medical aid support;

WHEREAS, it is the desire and intent of the SCFPD# 1 to provide a source of funds for structure fire prevention and suppression, and emergency medical aid, as provided herein, for those areas neighboring the City of Loyalton including the communities of Sierra Brooks, Loyalton Pines, Belli Ranch, the Mill Site, the Senior Complex, the Trailer Park and nearby ranches and home sites; defined as the “Service Area” and shown on Exhibit A; and

WHEREAS, this Agreement is not subject to approval by the Sierra County Local Agency, Formation Commission pursuant to Government Code Section 56133(e)(1).

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

1. SERVICES.

- a. City through Loyalton Fire Department agrees to provide structure fire prevention, suppression and emergency medical aid on an as needed and on-call basis to the communities, ranches, businesses, and home sites within the area reflected on **Exhibit A**, the "Service Area". The services to be provided will not include paramedic transport/ambulance services, fire code enforcement, building or site inspection for fire hazards or defensible space enforcement.
- b. There is no change in service or response from Eastern Plumas Ambulance for emergency services, other than as currently contracted by City.

2. AUTONOMY.

- a. The Loyalton Fire Department will independently retain its identity as a department of City, including the responsibility to recruit and retain volunteers, provide training, establish standards and guidelines, own, operate, and maintain apparatus and equipment, and designate officers, in order to provide fire prevention/suppression and emergency medical services.
- b. All equipment, supplies, apparatus and assets owned by City and/or Loyalton Fire Department for fire suppression or emergency medical services are, and will remain, the property of City and Loyalton Fire Department.

3. FACILITIES. SCFPD#1 shall not be responsible to provide maintenance, repair, equipment or facilities to or for Loyalton Fire Department's use in fulfillment of the terms and conditions set forth herein. The facilities known as "Station 2" within the Sierra Brooks Subdivision currently being used by Loyalton Fire Department is owned by Sierra Brooks Homeowner's Association (the Association). Nothing in this Agreement shall modify, amend or change the use and the agreement for these facilities. The Loyalton Fire Department will continue to manage, operate, staff, control and maintain such facilities.

4. REPORTS: The City shall record its response to all incidents to the National Fire Incident Reporting System (NFIRS) and shall provide a printout of its periodic reports for that system to SCFPD#1 at the time that each such reporting shall become due.

5. TERM. The Term hereof shall commence, effective the date of execution hereof by the Parties for a period of Three (3) years and shall be automatically renewed, without written notice, for successive Three (3) year terms, unless otherwise terminated pursuant thereto.

6. TERMINATION. This Agreement may be terminated by either Party upon the giving of a written Ninety (90) Days advance written Notice of Termination.

7. PAYMENT and FUNDING

- a. Within thirty (30) days of receipt of payment to SCFPD #1 from the County of Sierra of its share of real property taxes, assessed to properties within the Service Area, set forth on **Exhibit A**, SCFPD#1 shall make payment to City in the amount of 85% of the then current Sierra County Fire Protection District # 1 property tax receipts from properties within the Service Area as compensation for the fire protection and emergency medical services to be provided by Loyalton Fire Department pursuant to this Agreement.
- b. Cost of providing structural fire protection, wildland fire protection, emergency medical services and similar functions within the City of Loyalton will continue to be fully funded by City. City shall pledge, use, pay or apply funds received from SCFPD #1, pursuant to this Agreement, to pay for and be applied to the cost of fire protection or emergency services. The funds paid by District shall be solely used for and shall be restricted to the purpose of funding and/or paying for fire protection and emergency medical services to be rendered by Loyalton Fire Department pursuant to this Agreement.
- c. City shall provide an annual, accurate accounting at the end of each fiscal year to SCFPD#1 of the receipts of payment for performance pursuant to this Agreement and the expenditure, application or use of such funds, as restricted in Paragraph 7. B., above. Further, City agrees to allow SCFPD #1, its commission, agents, or independent accountants, to inspect its books and records of account to verify that funds collected have been used solely for the benefit of the Loyalton Fire Department.
- d. SCFPD#1 shall provide the City with an annual, accurate accounting at the end of each fiscal year of the property tax it received, as collected and paid to SCFPD#1 by the County of Sierra, and which is chargeable to parcels of real property within the Service Area. SCFPD#1 further agrees to allow City, its agents and independent accountants the right to inspect SCFPD#1's books and records of account to verify that funds collected have been paid to City pursuant to this Agreement to remit the same to City.
- e. Reimbursements, such as from CalFire, USFS or third-party insurance, under other agreements and/or cost recovery programs established by City shall not be subject to or calculated as part of the 15% of property tax receipts from properties within the Service Area retained by SCFPD#1 to compensate it for its overhead expenses, and shall be City's compensation for such services.

8. FIRE MITIGATION FEES. The SCFPD#1 does not have the authority to transfer Fire Mitigation Fees to City or to fund facilities or equipment for the City to perform under this Agreement. SCFPD#1 will consult with City and/or its Fire Department periodically during the term of this Agreement to consider funding of facilities/ equipment with Fire Mitigation Fees collected by SCFPD#1 from the Service Area. Ownership of those facilities/equipment funded by Mitigation Fees from the Service Area shall be retained by SCFPD#1 but will be made available to be provided to City to enhance response capabilities.

9. GRANTS. SCFPD#1 is under no obligation to undertake grant applications for the City or the Loyalton Fire Department. Grant funding, as applied for by City or Loyalton Fire

Department, from time to time, shall be and remain the property of City and Loyalton Fire, as may then be applicable.

10. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THE CITY OF LOYALTON. City shall, at its sole cost and expense, furnish all facilities, equipment, insurance (including workman's compensation), and other materials which may be required to provide services pursuant to this Agreement with exception of any equipment of facilities made available to it as set forth in Paragraph 8, above.

11. 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. Notwithstanding the foregoing this provision shall not relieve nor release any Party from responsibility for losses arising from or related to the acts or omissions for losses for which that Party may otherwise be legally liable or responsible.

12. INDEMNIFICATION. City shall indemnify, defend and hold SCFPD #1, its Officers, Commissioners, Volunteer Fire Departments, and Volunteers harmless on account of any claims, demands, losses, judgments, including attorneys' fees and costs, as may be occasioned by or resulting from acts or omissions of City, Loyalton Fire Department, agents, employees and volunteers in the performance of rendering of services pursuant to this Agreement, or as may be related thereto.

13. INSURANCE. City shall at all times maintain a policy or policies of General Liability with Combined Single policy limits of \$2 million dollars for Bodily Injury or Death and \$10 million dollars for property damage and loss of use thereof. City shall name SCFPD #1 Additional Insured on such policy or policies, which shall not be cancelled nor cancellable without thirty (30) day advance notice in writing to SCFPD #1. City may satisfy the insurance requirements of this Section through a combination of insurance and self-insurance through the Small Cities Organized Risk Effort ("SCORE"), a joint powers authority of which the City is a member.

14. FUND OUT. In the event that the City fails to appropriate funds necessary to carry out any duties or should it, otherwise, be in breach or default by its failure to perform the covenants, terms and conditions created by this Agreement, this Agreement shall automatically terminate thereupon. Any funds, previously paid to the City by SCFPD#1, shall be refunded in an amount reduced by the reasonable cost of any response services actually performed or rendered by City to date of termination.

15. MISCELLANEOUS PROVISIONS.

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

- b. **AMMENDMENTS.** This Agreement may only be amended by written Agreement mutually accepted and executed by the Parties, hereto
- c. **GOVERNING LAW.** This Agreement, including its substantive terms as well as the procedures for enforcing it and the remedies available in any action arising out of or relating to it, shall be governed by the laws of the state of California.
- d. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties hereto.
- e. **NO PARTNERSHIP.** This Agreement shall not create a partnership nor joint venture, as between the Parties, nor shall it be considered as such. Each of the Parties shall retain their independent status, separate of the other Party. Neither the City nor Loyalton Fire Department are agents of SCFPD#1 in the performance of services but are rather acting as an independent contractor.
- f. **EFFECTIVE DATE.** This Agreement is effective July 1, 2019.
- g. **NOTICES.** Any notice required to be given pursuant to this Agreement shall be in writing and hand delivered or given by email or first-class mail and shall be effective the date thereof and directed to:

If to SCFPD#1:
 Sierra County Fire Protection District #1
 P.O. Box 255
 Sierraville, CA 96126
 Attention: Commission Chair

If to City of Loyalton:
 City of Loyalton
 P.O. Box 128
 Loyalton, CA 96118
 Attention: Mayor of City

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

SIERRA COUNTY FIRE PROTECTION DISTRICT #1

By: _____

Dated: _____

THOMAS S. ARCHER, CHAIR OF THE COMMISSION

Attest:

_____, SCFPD#1 Secretary/Treasure

CITY OF LOYALTON

By: _____

Dated: _____

SARAH JACKSON, MAYOR

Attest:

_____, City Clerk