

**MEMORANDUM OF UNDERSTANDING
REGARDING
REORGANIZATION OF FIRE AND EMERGENCY SERVICES**

This Memorandum of Understanding Regarding Reorganization of Fire and Emergency Services ("MOU") is effective as of January 17, 2020, by and between the Beckwourth Fire District, a California fire protection district ("Beckwourth"), C-Road Community Services District, a California community services district ("C-Road"), the City of Portola, a California municipal corporation ("Portola"), the Eastern Plumas Rural Fire Protection District, a California fire protection district ("EPRFPD"), the Gold Mountain Community Services District, a California community services district ("Gold Mountain") and the Sierra Valley Fire Protection District, a California fire protection district ("SVFPD"). Beckwourth, C-Road, Portola, EPRFPD, Gold Mountain and SVFPD may be referred to herein individually as "Party", or collectively as the "Parties", as the context requires.

1. Purpose of MOU

The purpose of this MOU is to obtain the formal commitment from each Party to establish and participate in a framework for cooperative and collaborative action to explore ways to strengthen and improve fire and emergency services throughout their service boundaries by reorganizing how those services are provided.

2. Agreements

The Parties agree to the following:

- a. The governing body of each Party will appoint an Ad Hoc Committee that will meet with the Ad Hoc Committees of each of the other Parties, and other persons and entities as they deem appropriate, such as representatives of the Plumas Local Agency Formation Commission and consultants, on a periodic basis. Each Party shall appoint an Ad Hoc Committee within thirty (30) days of its approval of this MOU.
- b. The Parties and their Ad Hoc Committees will discuss and develop a plan for the provision of fire and emergency services throughout the physical boundaries of all of the Parties through some combination of reorganizing, consolidating and dissolving the Parties' fire protection and emergency services functions and the creation of one newly created replacement entity to provide such services.
- c. The Parties and their Ad Hoc Committees will negotiate in good faith to work towards creating an equitable joint funding mechanism for engaging the services of one or more consultants to assist the Parties in achieving the commitments set forth in this MOU.
- d. This MOU creates no obligation for any Party to enter into a future agreement and shall not confer on any Party any rights or remedies. The Parties will only be obligated if

they approve, execute and deliver a future definitive agreement(s). Each Party shall pay and be responsible for its own fees, costs and expenses with respect to this MOU and the preparations and negotiations for the future definitive agreement(s). Each Party will contribute staff time necessary to meet the goals of this MOU.

- e. The Parties may ultimately reach a formal agreement(s) for the provision of fire and emergency services. If the Parties reach such an agreement(s), the terms of that agreement(s) shall control even if they conflict with any term in this MOU.
- f. This MOU is not intended to and does not abridge any decision-making authority of any Party or the legal obligation of any Party, whether imposed by contract, license, permit, regulation, statute or otherwise.

3. Notices

All notices provided pursuant to this MOU shall be deemed to have been duly given if given in writing and either delivered personally or mailed by first-class, registered or certified mail as follows:

Beckwourth Fire District
180 Main Street
Beckwourth, CA 96129

C-Road Community Services District
PO Box 532
Clio, CA 96106

City of Portola
35 Third Avenue
Portola, CA 96122

Eastern Plumas Rural Fire Protection District
141 Delleker Drive
Portola, CA 96122

Gold Mountain Community Services District
150 Pacific Street
Portola, CA 96122

Sierra Valley Fire Protection District
PO Box 211
Chilcoat, CA 96105

4. Withdrawal from the MOU

Any Party may withdraw from and end its participation in this MOU by providing sixty (60) day's advance written notice to the other Parties.

5. Term and Termination

This MOU shall become effective on the date that two (2) or more of the Parties have approved and executed it ("Effective Date") and shall continue for a period of twenty-four (24) months hereafter regardless of when any other Party approves and executes it. The Parties may agree to terminate this MOU at any time or extend it by a written document executed by all Parties.

6. Counterparts

This MOU may be executed by the Parties in counterpart originals with the same force and effect as if fully executed as a single, original document.

1-16-2020
Date

Beckwourth Fire District

[Signature]
By:
Its: BFD Vice Chair

1-13-20
Date

City of Portola

[Signature]
By:
Its: MAYOR

1-21-2020
Date

Gold Mountain Community Services District

[Signature]
By:
Its: Board President

3/9/2020
Date

C-Road Community Services District

[Signature]
By:
Its:

1-21-2020
Date

Eastern Plumas Rural Fire Protection District

[Signature]
By: Seahra Graham
Its: BOD Chairperson

2/4/2020
Date

Sierra Valley Fire Protection District

[Signature]
By:
Its: Board Member