**GOLD MOUNTAIN COMMUNITY SERVICES DISTRICT**

**RESOLUTION No. 2021/22-10**

**AGREEMENT TO EXTEND TERM**

**OF**

**MEMORANDUM OF UNDERSTANDING**

**REGARDING**

**REORGANIZATION OF THE FIRE AND EMERGENCY SERVICES**

This Agreement to Extend Term of Memorandum of Understanding Regarding Reorganization of Fire and Emergency Services (“Agreement”) is effective as of January 17, 2022, by and between the Beckwourth Fire District, a California fire protection district (“Beckwourth”), the City of Portola, a California municipal corporation (“Portola”), 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, Portola, Gold Mountain and SVFPD may be referred to herein individually as “Party”, or collectively as the “Parties”, as the context requires. The Parties enter into this Agreement based on the following

**RECITALS**

**WHEREAS,** in January 2020 the Parties, the Eastern Plumas Rural Fire Protection District (“EPRFPD”) and the C-Road Community Services District, a California community services district (“C-Road”), entered into a Memorandum of Understanding Regarding Reorganization of Fire and Emergency Services (“MOU”), a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS,** the MOU outlined the formal commitment of each agency 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; and

**WHEREAS,** the MOU provides that any party to it may withdraw from and end its participation in the MOU by providing sixty (60) day’s advance written notice to the other parties; and

**WHEREAS,** the MOU provides that it shall become effective on the date that two (2) or more of the parties to it have approved and executed it and shall continue for a period of twenty-four (24) months thereafter regardless of when any other party approves and executes it; and

**WHEREAS,** the MOU provides the parties to it may agree to terminate the MOU at any time or extend it by a written document executed by all of the parties; and

**WHEREAS,** the Local Emergency Services Study Group (“LESSG”) was formed in accordance with the MOU and brought together the Ad Hoc Committee members appointed by each agency to develop a plan for improved regional fire and emergency services; and

**WHEREAS,** by letter June 9, 2021, C-Road informed the Parties and EPRFD that its Board of Directors voted to withdraw from the LESSG, a copy of the letter is attached hereto as Exhibit “C”, and thereafter C-Road was no longer a party to the; and

**WHEREAS,** by letter dated October 21, 2021, EPRFPD informed the Parties that its Board of Directors voted to withdraw from the LESSG, a copy of the letter is attached hereto as Exhibit “B”, and thereafter EPRFPD was no longer a party to the MOU; and

**WHEREAS,** the LESSG and the Parties have diligently been moving forward with the necessary steps to: (1) seek approval by Plumas County Local Agency Formation Commission (LAFCO) of a plan to form one new district; and (2) seek approval of the voters of the affected territories to establish a new regional agency to provide fire protection and emergency medical response services within an area no smaller than the combined boundaries of their current Districts and the City and all other actions required by LAFCO; and

**WHEREAS,** on behalf of the LESSG and the Parties, the City entered into an agreement with Planwest Partners, Inc. to develop a feasibility study required by LAFCO to facilitate the creation of a new district and Planwest is performing its agreement; and

**WHEREAS,** the originally specified two-year term of the MOU is insufficient due to several reasons including: (1) the LESSG’s decision to allow deliberate consideration by agency boards or councils when progressive process decisions were required: (2) LESSG meeting schedules were delayed by COVID-19 - related restrictions; (3) decision-makers critical to the LESSG’s work were often not available due to the extreme wildfire seasons that fully-occupied the fire agencies’ resources as well as those of the communities at large; (4) to reduce costs, the LESSG has endeavored to itself perform many tasks, such as updating Municipal Service Reviews, researching applicable agreements and parcel boundaries; which if the LESSG had contracted this work would have produced speedier results; and (5) it’s simply a complex and time consuming task; and

**WHEREAS,** the Parties desire to extend the term of the MOU to allow them to continue their effort.

**NOW THEREFORE,** basedon the mutual covenants and agreements contained herein,the Parties agree as follows:

1. **Extend Term of MOU**

This Agreement 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.

1. **MOU Remains in Full Force and Effect**

Except as modified by this Agreement, the MOU shall remain n full force and effect.

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Date Date

Beckwourth Fire District Gold Mountain Community Services District

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By: By:

Its: Its:

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Date Date

City of Portola Sierra Valley Fire Protection District

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By: By:

Its: Its:

**EXHIBIT “A”**

**EXHIBIT “B”**

**EXHIBIT “C”**