



Incline Village General Improvement District
Attn: Brad Underwood, Director of Public Works

August 2, 2021

Dear Brad,

Please accept this letter as acknowledgement that the 2004 Cooperative Agreement between the North Lake Tahoe Fire Protection District (NLTFPD) and the Incline Village General Improvement District for defensible space services on IVGID lands, continues to be in effect as of the above date.

The NLTFPD Staff and Board appreciate this partnership as does the communities of Incline Village and Crystal Bay. We acknowledge that the amount spent has increased to up to two hundred thousand dollars (\$200,000) each year.

If at any time you wish for the NLTFPD team to present to the IVGID Board of Trustees, please do not hesitate to let us know and we can certainly do so at a mutually acceptable date and time.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ryan Sommers", with a long horizontal flourish extending to the right.

Ryan Sommers
Fire Chief

North Lake Tahoe
Fire Protection
District

866 Oriole Way
Incline Village, NV
89451

775/831-0351
Fax 775/831-2072
www.nltfpd.net

Ryan Sommers
Fire Chief

COOPERATIVE AGREEMENT BETWEEN THE
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT AND THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

THIS COOPERATIVE AGREEMENT made this 9th day of June, 2004, is entered into pursuant to the provisions of Chapter 277 of Nevada Revised Statutes, by and between the North Lake Tahoe Fire Protection District, ("NLTFPD"), a Nevada political subdivision, and the Incline Village General Improvement District ("IVGID"), a Nevada political subdivision, as follows:

W I T N E S S E T H

Whereas, both NLTFPD and IVGID encompass the same territory and serve the same Customers and share the same concerns regarding prevention of a major forest fire and the preservation of a healthy environment, and;

Whereas, NLTFPD maintains a seasonal handcrew and all necessary equipment to perform prescription burning and wildland fuel reduction tasks within and adjacent to both Districts, and has cooperated with IVGID in the past and performed wildland fuel reduction work on public property under IVGID's control; and

Whereas this Cooperative Agreement between these two agencies is intended to more clearly define the responsibilities, scope, and methods of reimbursement.

NOW, THEREFORE, for valuable consideration, including the covenants contained herein, the parties agree as follows:

1. NLTFPD agrees to perform wildland fuels treatment work on public property owned by IVGID under the direction of its public works director and/or his/her designee. IVGID agrees to pay NLTFPD up to \$25,000 during the NLTFPD/IVGID fiscal year 2004/2005 or the total amount of direct costs expended by NLTFPD for the implementation of the Annual Plan, not including personnel expenses for regular year-round NLTFPD personnel, whichever is less

for the first year of this agreement..

2. Thereafter, NLTFPD agrees to furnish IVGID Public Works Director and/or his/her designee an Annual Plan by April each year that specifies the area to be worked on, the types of work to be performed, an estimate of acreage for each project, a timetable, a man-hour estimate, and a projected cost total. A summary report will be presented to the IVGID Board. The approved budget for the next succeeding year will be acted upon by the IVGID Board at that time. IVGID shall be responsible only for such costs and other matters as it has approved in writing, including written approval of the Annual Plan.

3. NLTFPD agrees to furnish copies of all documentation, information, and permits related to the work performed.

4. The cost of preparation of the prescription burn plan shall be borne by NLTFPD.

5. Billing will be submitted at the end of each burn season accompanied by the proper documentation and, if accepted, shall be paid thirty (30) days from receipt. Costs for other suppression personnel and equipment shall be borne by NLTFPD.

6. NLTFPD further agrees to be responsible for the supervision of the handcrew and equipment, as well as all costs of employment. NLTFPD will cover their personnel and equipment through their insurance carriers during all activities. NLTFPD will process all claims of damage to property or injuries.

7. This Agreement will become effective on the date of approval by both Districts, and will remain in effect until such time that it is cancelled. Both Districts will have an opportunity to review the progress of such Agreement and, if necessary, mutually agree to renew, continue, amend, or dissolve such Agreement.

8. At any time during this Agreement, NLTFPD or IVGID may cancel this

Agreement, provided that the District wishing to cancel the Agreement gives the other District thirty (30) days written notice.

9. NLTFPD and IVGID shall each procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

10. IVGID shall provide access to IVGID properties to the NLTFPD seasonal handcrews, equipment, and supervising personnel for the purposes addressed herein.

11. All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration, in accordance with the Arbitration Rules of the American Arbitration Association (AAA). Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association (AAA). The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The prevailing party under the dispute shall be entitled to reasonable attorney's fees together with other reasonable costs.

12. IVGID agrees to defend, indemnify and hold NLTFPD and each of its officers, employees, agents and representatives from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this agreement to the extent such claims, damage, liability or costs are caused by IVGID's negligent acts, errors or omissions or by

The negligent acts, errors or omissions of IVGID's agents, or anyone acting on behalf of or at the direction of IVGID.

NLTFPD agrees to defend, indemnify and hold IVGID and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability or costs are caused by NLTFPD's acts, errors, or omissions or by the negligent acts, errors, or omissions of the NLTFPD's agents or anyone acting on behalf of, or at the direction of, the NLTFPD.

13. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of the Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.
14. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
15. One or more waivers by either party of any provision, term, condition, covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
16. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

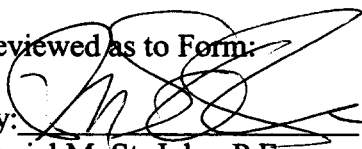
17. This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations for understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by NLTFPD with respect to the Project or IVGID's services.

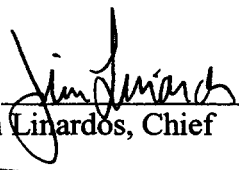
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT

Reviewed as to Form:

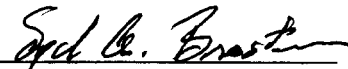
By: 
Daniel M. St. John, P.E.
AGM, Public Works

By: 
Jim Linardos, Chief

By: 
Brooks & Shaw, Ltd
General Counsel

By: 
D.G. Menchetti, Ltd
General Counsel

Agreed to:

By: 
Syd Brosten, Chairman
Board of Trustees

By: 
Bob Wolf, Secretary