

MEMORANDUM**TO:** Board of Trustees**THROUGH:** Robert Harrison, District General Manager**FROM:** Kate Nelson, Director of Public Works

SUBJECT: Review, Discuss and Approve the Amended and Restated Cooperative Agreement with North Lake Tahoe Fire Protection District for Fire Reduction (Defensible Space) Services: FY 2025/26 Fund: Community Services; Division: Administration; GL# 30364999-7560 (50% - \$100,000): Fund: Utilities; Division; Water; GL#20002299-7560 (25% - \$50,000): Fund: Utilities; Division; Sewer; GL#20002599-7560 (25% - \$50,000), in an Amount Not to Exceed \$200,000. (for possible action) (Requesting Staff Member: Director of Public Works Kate Nelson)

**RELATED FY 2025
STRATEGIC PLAN**

Long Range Principle #2 - Long-Term Initiatives #4

BUDGET INITIATIVE(S):

Participate in the Lake Tahoe Community Fire Protection Prevention Partnership in working with Regional Fire Districts to improve fire suppression in the Tahoe Basin.

**RELATED DISTRICT
POLICIES, PRACTICES,
RESOLUTIONS OR
ORDINANCES**

**LONG RANGE PRINCIPLE #2 – RESOURCES
AND ENVIRONMENT**

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

DATE: March 19, 2025

I. RECOMMENDATION

That the Board of Trustees make a Motion to Approve the Amended and Restated Cooperative Agreement with North Lake Tahoe Fire Protection District for Fire Reduction (Defensible Space) Services in an Amount Not to Exceed \$200,000 for FY 2025/26.

II. BACKGROUND

IVGID has been engaged in timber and fuels management since the late 1980s,

starting with efforts to clear the steep First Creek watersheds. This led to the development of the Timber and Fuels Management Plan in 1991, which laid the foundation for a significant timber and fuels reduction project. Over the years, IVGID has worked with the Fire District to maintain greenbelt properties and implement various management techniques, including controlled burns, slashing, and piling. By 1999, the Fire District took over managing forest crews for more efficient fuels management, leading to a cooperative agreement with IVGID to formalize roles and responsibilities and financial commitments for ongoing efforts.

The last formal agreement between IVGID and the Fire District was executed in 2004 (Attachment 1), but over time, its requirements have become outdated. To address this, the Fire District, in collaboration with IVGID's Public Works Department and Legal Counsel, developed an amendment and restatement of the agreement to better reflect the current working relationship and practices between the two agencies (Attachment 2).

III. BID RESULTS

NA

IV. FINANCIAL IMPACT AND BUDGET

The Fire District leverages IVGID funding, whenever possible, to secure grants from various sources, including the Bureau of Land Management, the US Forest Service, and the State of Nevada. IVGID funds, whenever possible, serve as the required match for these grants.

The previously approved funding for this agreement is set at \$200,000. Of this, \$100,000 has historically been allocated from the Community Administration budget, which was initially funded by the facility fee until two years ago. For the past two years, this funding has been drawn from the Community Services Administration fund balance. The remaining \$100,000 is split between the water and sewer divisions of the utility fund, with each division receiving a portion of the amount collected as a flat fee on the monthly utility bill.

V. ALTERNATIVES

VI. COMMENTS

This agreement has been reviewed and approved by District Legal Counsel and NLTFPD's Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

VIII. ATTACHMENTS

1. 2004-06-09 - Cooperative Agreement with NLTFPD - Burn Contract - COMPLETE
2. 2024 Draft Cooperative Agreement -NLTFPD-MAR2025

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

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.

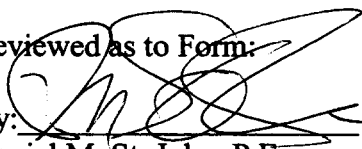
17. This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations for understandings, conditions, 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.

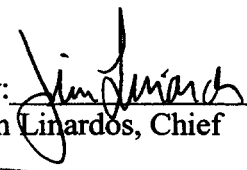
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

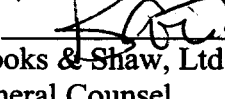
INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT

Reviewed as to Form:

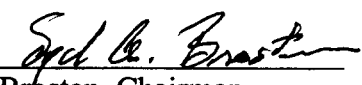
By: 
Daniel M. St. John, P.E.
AGM, Public Works

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

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

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT ("Agreement") made as of **March 19, 2025**, 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.

RECITALS

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 and IVGID work collaboratively to provide resources and access to IVGID properties to provide training opportunities for staff, and;

Whereas, NLTFPD maintains resources and all necessary equipment to perform prescription burning and wildland fuel reduction tasks (Fire Reduction Services) 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, the parties hereto entered into that certain Cooperative Agreement Between the North Lake Tahoe Fire Protection District and Incline Village General Improvement District, dated June 9, 2004 (the "2004 Cooperative Agreement");

Whereas, the parties seek to enter into this Amended and Restated Cooperative Agreement between these two agencies to more clearly define the responsibilities, scope, and methods of reimbursement for the Fire Reduction Services performed by NLTFPD on IVGID property, which upon the execution thereof shall supersede the 2004 Cooperative Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, and which consideration expressly includes the mutual promises and covenants set forth herein, the parties agree as follows:

1. NLTFPD agrees to perform Fire Reduction Services approved by IVGID on property owned by IVGID, under the direction of its Director of Public Works or his/her designee. IVGID agrees to pay NLTFPD up to \$200,000 annually for the implementation of Fire Reduction Services, not including personnel expenses for regular year-round NLTFPD personnel. Not more than \$10,000 annually shall be paid by IVGID for equipment/supplies used NLTFPD to perform the Fire Reduction Services.
2. NLTFPD agrees to furnish IVGID Public Works Director or his/her designee an Annual Plan by April 1 each year that specifies the areas to be worked on, type of work to be performed, estimated acreage, and an estimated financial cost. Annually, a summary report will be presented to the IVGID's Board of Trustees by NLTFPD, prior to the IVGID Board of Trustees' approval of the Annual Plan.

3. NLTFPD agrees to furnish copies of all documentation and information related to the work to be performed necessary for the IVGID Board to budget for the work. Additionally, once work is performed, NLTFPD shall furnish copies of all documentation and information related to the work actually performed, including the time period, resources utilized, and hours worked.
4. Quarterly invoices will be submitted to invoices@ivgid.org with a copy to pweng@ivgid.org and include a detailed description of the work performed, billing report of resources used (i.e. personnel, vehicles and equipment and contractor services), Project Log or similar, copies of contractor invoices, and maps where work was performed, if available and, if accepted, shall be paid thirty (30) days from receipt. Costs for other suppression personnel and equipment shall be borne by NLTFPD.
5. Nothing in this Agreement shall create a joint-venture, nor shall anything in this Agreement be deemed to create an employment relationship between NLTFPD and IVGID, or between NLTFPD's employees and IVGID. NLTFPD shall be solely responsible for the supervision of NLTFPD resources and equipment, as well as all costs of employment and compliance with all applicable employment taxes and withholding requirements under state and federal law for its own employees.
6. 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.
7. 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.
8. 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.
9. IVGID shall provide access to IVGID properties to the NLTFPD resources, equipment, and supervising personnel for the purposes addressed herein.
10. 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 the 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.
11. 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 the performance of 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 the performance of this Agreement 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.

12. 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 any amendment shall be authorized and signed in the same manner as the approval of this Agreement.
13. 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.
14. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
15. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.
16. This Agreement 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.

OWNER:

INCLINE VILLAGE G. I. D.

Agreed to:

Michelle Jezycki, Vice Chair

Date

Dave Noble, Secretary

Date

CONTRACTOR:

North Lake Tahoe Fire Protection District

Agreed to:

By: _____

Signature of Authorized Agent

Ryan E Sommers, Fire Chief

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

Reviewed as to Form:

Sergio Rudin
District Legal Counsel

Date

OWNER'S address for giving notice:

INCLINE VILLAGE G. I. D.

893 Southwood Boulevard

Incline Village, Nevada 89451

775-832-1267- Engineering Division

CONTRACTOR'S address for giving notice:

North Lake Tahoe Fire Protection District

Devon Reese
Fire District Legal Counsel

Date

CONTRACTOR'S address for giving Notice

North Lake Tahoe Fire Protection District

866 Oriole Way

Incline Village, Nevada 89451

775-831-0351