

Recorder's Office Cover Sheet

Recording Requested By:

Name: R. Robbilard

Department: Public Works



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____



Tahoe Douglas Fire Protection District

Scott Lindgren, Fire Chief | Bryce Cranch, Assistant Chief | Eric Guevin, Fire Marshall
Larry Schussel, Chair | Bill Kirschner, Vice Chair
Kevin Kjer, Trustee | Greg Felton, Trustee | Janet Murphy, Trustee

FILED

NO. 2022-098

5/20/2022

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

AGREEMENT REGARDING ASSURANCE OF COMPLIANCE WITH FIRE FLOW REQUIREMENTS

BY [Signature] DEPUTY

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of May, 2022 ("Effective Date") by and between the Tahoe Douglas Fire Protection District ("District"), a Nevada 318 Special District, and Douglas County ("Owner"), whose address is, PO Box 218 Minden NV, County of, Douglas State of Nevada. Owner and District agree as follows:

WHEREAS, Owner has constructed water system improvements boundaries of the District (the "Project") located at Cave Rock Boat Launch (Douglas County APN # 1418-27-401-002) (the "Property").

WHEREAS, District, acting through its Fire Prevention Bureau, is responsible for assuring adequate fire flow for fire suppression activities at the Property.

WHEREAS, the International Fire Code, §507.5.1, Exception #1, as amended and supplemented by Tahoe Douglas Fire Prevention Policy and County Code (collectively, the "Fire Code"), requires a fire hydrant with adequate flow to be located within 600 feet of all parts of the ground floor exterior of Group R3 (single and two family residences), or an approved alternative material or method of construction to meet fire protection water supply standards.

WHEREAS, new or substantially renovated single family residential properties within the boundaries of the District requesting a building permit from Douglas County must satisfy the requirements of the Fire Code as a condition precedent to obtaining a Certificate of Occupancy.

WHEREAS, in order to meet the fire flow requirements for the Property, the existing water main will be required to be installed with a 6 inch minimum line, and a fire hydrant must be installed that complies with the maximum distance and minimum flow requirements of the Fire Code; or the Owner must provide the District with an approved alternative material or method of construction to meet fire protection water supply standards.

WHEREAS, the District has developed a program for alternative means of meeting fire flow requirements by establishing a Fire Flow Initiative (FFI) program and special revenue fund for infrastructure and capital improvements, which fund is intended to be dedicated to the exclusively public purpose of acquisition, operations, and maintenance of water supply apparatus including fire boat(s) and water tender(s) and which would allow a property owner, in lieu of providing fire flow to the property, to pay a \$75,000.00 fee to the FFI program special revenue fund which provides reasonable assurance that fire flow requirements will be met for the Owner's property. Or remodel amount of \$ 0.

WHEREAS, additional properties in the vicinity will benefit from the new hydrant location or may be required to further extend the water main and install an additional fire hydrant or hydrants in order to meet Fire Code requirements or provide an alternative means of assuring adequate fire flow.

WHEREAS, Owner desires to occupy the Property and have the District sign off on the Douglas County Certificate of Occupancy prior to completing extension of the water main and installation of a fire hydrant or providing an alternative means of meeting fire flow requirements complying with the requirements of the Fire Code.

WHEREAS, the District is prepared to sign off on District conditions for Douglas County's issuance of a Certificate of Occupancy, provided the Owner reasonably assures that (1) an approved water supply system will be extended and a new fire hydrant will be installed, within a specified time frame, meeting fire flow requirements for the Property, by providing reasonable assurance of timely installation of water main and hydrant described in this Agreement or (2) a fee of \$ 0 _____ will be contributed to FFI special revenue fund, dedicated to capital equipment acquisition for water supply assuring meeting the fire flow requirements for the Property.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, the parties hereto agree as follows:

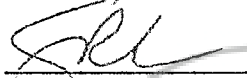
1. Alternative Materials or Methods. In lieu of providing fire flow to the Property, Owner shall pay a fee of seventy-five thousand dollars (\$75,000.00) (the "Fee") OR a remodel fee of \$ 0 _____ to the District to be deposited in the FFI special revenue fund to meet fire protection water supply standards.
2. Reasonable Assurance Deposit. As reasonable assurance of compliance and for the District's agreement to confirm to the County that the District's conditions for issuance of a Certificate of Occupancy have been met, Owner shall pay the Fee, to be held by the District subject to the following conditions:
 - a. The Fee shall be paid to the FFI special revenue fund. The Fee shall be irrevocably dedicated to acquisition, operations and maintenance of water supply apparatus including fire boat(s) and water tender(s). The District shall utilize funds in the FFI special revenue fund and other sources to implement the program as soon as practicable.
 - b. In the event that District, for whatever reason, fails to provide an alternative means of providing fire flow requirements within a period of eighteen months from the date of this Agreement, the Fee will be refunded in full to the Owner and the Owner will be responsible for providing fire flow adequate to meet Fire Code requirements.

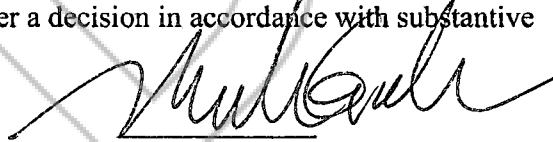
3. Certification of Compliance. District agrees that Payment of the Fee by Owner shall be deemed to satisfy the fire flow requirements of the Fire Code for the Property. District further agrees that, as of the date Owner pays the Fee to the District, it will certify and confirm, in any form or manner required, Owner's compliance with the fire flow requirements of the Fire Code with respect to any building permits, certificates of occupancy, or any other permit, certificate, or approval required by Douglas County, the Tahoe Regional Planning Agency, the State of Nevada, or any other agency, governmental or otherwise, which has regulatory authority over the Property, for the development, operation, and management of the property.
4. Douglas County Notification. Upon receipt of the Fee described in this Agreement, District shall immediately provide appropriate confirmation to Douglas County that the fire flow requirements for the Project and all District conditions of approval for the Project have been satisfied so that the County may schedule a final inspection and issue a Certificate of Occupancy.
5. No Waiver of Rights. Any payment of fees or construction of improvements by Owner pursuant to this Agreement shall not constitute a waiver of any rights and/or remedies Owner may have as provided by law or otherwise, including but not limited to a right to a refund for a payment of any fees or for amounts expended for construction of any improvements.
6. No Admission of Liability. Nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to any other Party. Each Party hereby expressly denies that he/she/it is in any way liable to any other Party to this Agreement.
7. General. All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.
8. Effective Date. This Agreement shall be effective upon the date set forth on page one (1) of this Agreement ("Effective Date").
9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
10. Entire Agreement. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.
11. No Obligations to Third Parties. Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any

of the benefits. Nothing herein is intended to expand the duties and obligations of the District with regard to any third parties.

12. Dispute Resolution.

- a. Informal Resolution. Should any dispute arise between the Parties concerning the terms of this Agreement, the Parties shall meet and attempt to amicably resolve the dispute (“Informal Resolution”). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through arbitration, as provided in Subparagraph 13(b).
- b. Arbitration. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be decided by neutral, binding arbitration. The arbitration shall be conducted by a mutually agreed to arbitrator, who shall render a decision in accordance with substantive Nevada law.


Fire Chief's Initials


Owner's Initials

13. Modifications. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their authorized officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.
14. Attorneys' Fees. In the event of any suit or arbitration under this Agreement, there shall be allowed to the substantially prevailing party, to be included in any judgment recovered, reasonable attorneys' fees to be fixed by the court or arbitrator, together with costs, including as costs the fees of the arbitrator.
15. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.
16. Governing Law; Venue. This Agreement and all rights, duties and obligations hereunder shall be construed and interpreted in accordance with the internal laws (not the choice of law) of the State of Nevada. Any suits or claims shall be brought in, or alternative dispute resolution shall occur in, the County of Douglas, State of Nevada.

17. Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for both Owner and District, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

18. Counterpart Clause. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Agreed to the day and year first above written.

Tahoe Douglas Fire Protection District

By: _____

Fire Chief

Owner

Owner/Representative

Exhibit A

Schematic

N.A

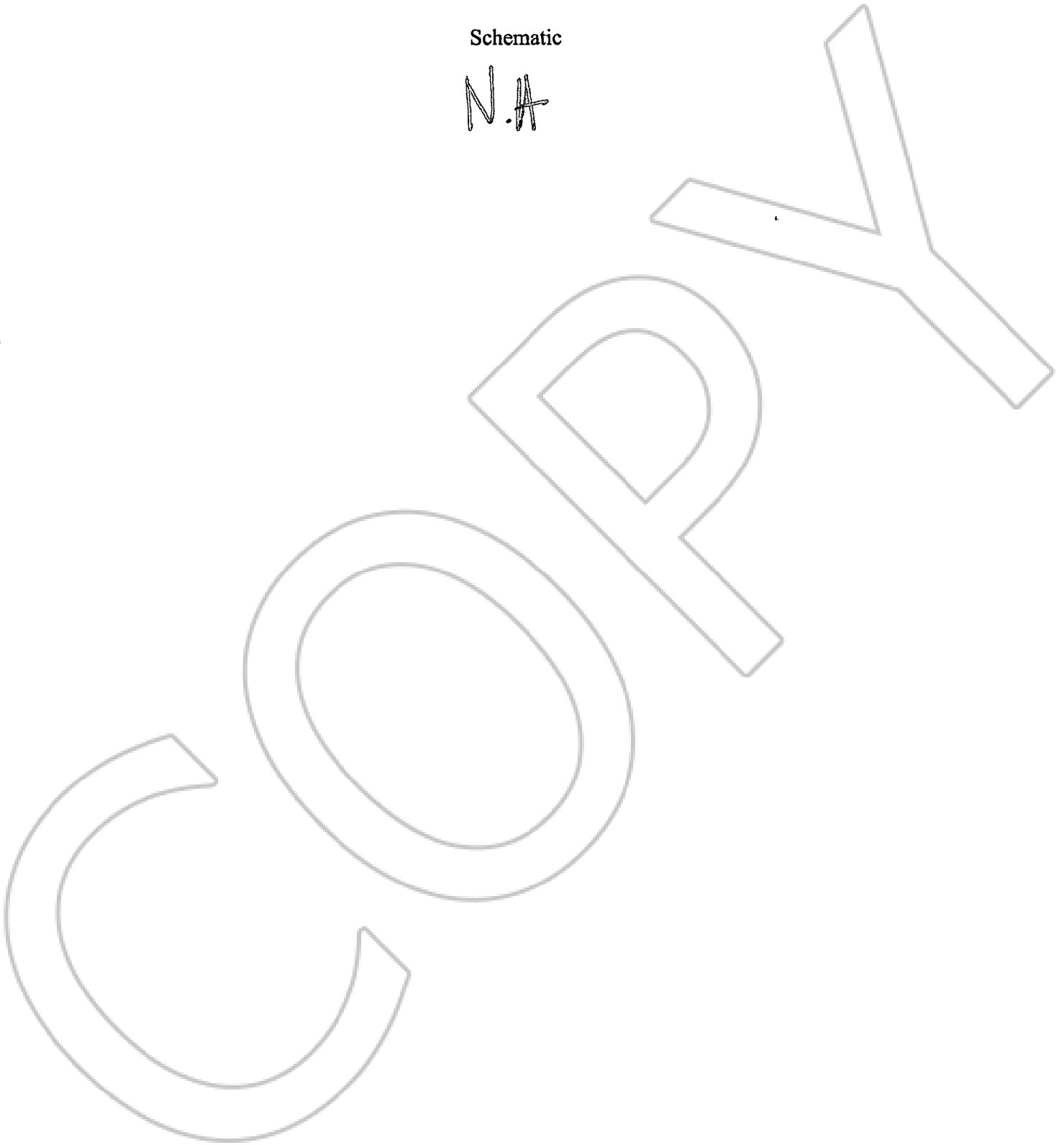
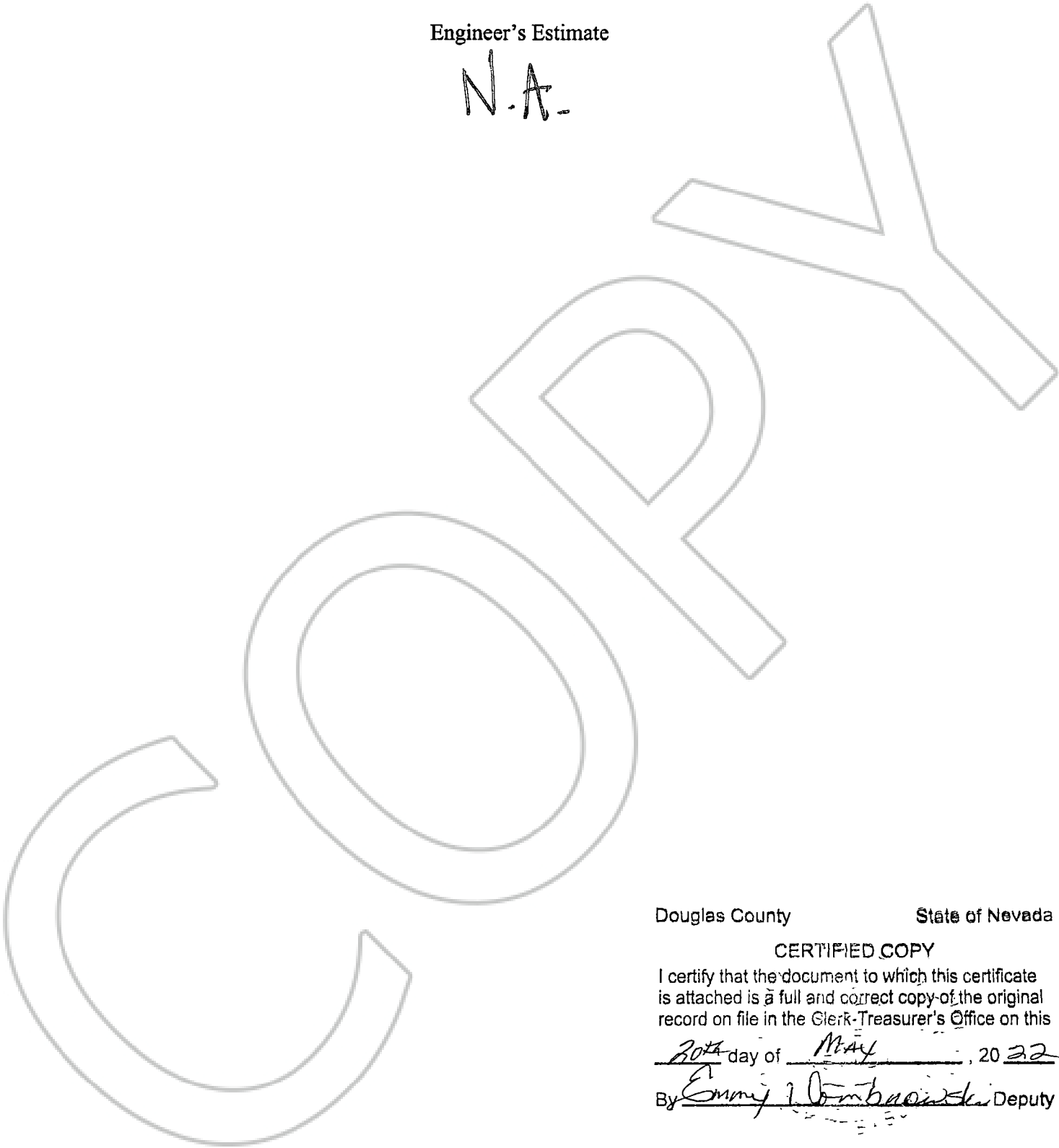


Exhibit B

Engineer's Estimate

N.A.



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

30~~th~~ day of May, 2022

By Emmy J. Bombardieri Deputy