

**AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF NEVADA, ROUGH & READY FIRE PROTECTION DISTRICT, PENN VALLEY FIRE
PROTECTION DISTRICT, AND NEVADA COUNTY CONSOLIDATED FIRE DISTRICT**

NOW, THEREFORE, the Parties agree to amend and replace, in their entirety, the following sections of the MOU as follows:

Section 1(b), as amended to reflect the additional year, would read:

The County will provide temporary gap funding to support the operations of Rough & Ready Fire Station #59 to serve the residents of the RRFPD and other surrounding districts (e.g. PVFPD and NCCFD), for three years (Fiscal Years 23-24, 24-25, and 25-26), not to exceed \$600,000 in any fiscal year for a combined total of \$1,000,000 to support the long-term goal of the Districts' Reorganization.

The Districts may use up to \$60,000 of these funds to conduct necessary studies provided that the expenditures do not compromise the Districts' ability to operate Station #59 through June 30, 2026.

Section 2(c), as amended to reflect the additional year, would read:

The Districts will provide the County with a copy of their budgets and revenue and expenditure detail for Fiscal Years 2023-24, 2024-25, and 2025-26, which shall include a clear accounting of where the funding is appropriated in their budgets and its intended use. Accounting records of the Districts shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services within RRFPD's boundaries.

Section 3(a), as amended to reflect the additional year, would read:

The Districts will enter into an agreement regarding coordination of efforts for preparation of substantially similar resolutions of applications for the Reorganization pursuant to Government Code section 56853, for consideration for approval by each of their Boards of Directors, and if the Resolutions of Application are approved, for preparation, completion, and submission of an application and related documents to LAFCo for the Reorganization no later than January 1, 2025.

The agreement will define the level of service the newly reorganized district ("Reorganized District") will provide, and will address governance, administration, and operations for the Reorganized district.

Section 4(b), as amended to reflect the additional year, would read:

Milestone 2: RRFPD, PVFPD, and NCCFD districts will bring the agreement regarding Reorganization for approval by each of their Boards of Directors by December 1, 2024.

Section 4(c), as amended to reflect the additional year, would read:

Milestone 3: The Districts will apply to LAFCo for reorganization by submitting Resolutions of Application and associated materials to LAFCo by January 1, 2025.

Section 4(d), as amended to reflect the additional year, would read:

Milestone 4: The Districts will prepare for LAFCo to take action on the reorganization proposal at a LAFCo hearing to be held on or before April 17, 2025. (The intention is that LAFCo would complete the final filing of the reorganization of the new district by June 1, 2025.)

Section 4(e), as amended to reflect the additional year, would read:

Milestone 5: The Districts will provide enhanced services to the newly reorganized district by December 31, 2025.

Section 13, as amended to reflect the additional year, would read:

This Memorandum will expire June 30, 2026.

IN WITNESS WHEREOF, County and Districts, by their duly authorized representatives, have executed the amendment to the Memorandum of Understanding.

COUNTY OF NEVADA

Hardy Bullock
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Katharine L. Elliott, County Counsel

ROUGH AND READY FIRE PROTECTION DISTRICT

Date: _____

PENN VALLEY FIRE PROTECTION DISTRICT

Date: _____

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

Date: _____