

Nevada County Consolidated Fire District

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BOARD OF DIRECTORS

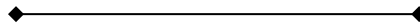
Keith Grueneberg, President
Patricia Nelson, Vice President
Barry Dorland
Tom Carrington
Spencer Garrett
Jon Hall
Marianne Slade-Troutman

STAFF

Jason Robitaille, Fire Chief
Pat Sullivan, Division Chief
Patrick Mason, Fire Marshal
Kevin Greene, Fleet and Facilities Supervisor
Nicole Long, Administrative Services Manager
Kaitlin Purvis, Finance Administrative Assistant
Tricia Bush, Administrative Services Assistant

BOARD OF DIRECTORS AGENDA- SPECIAL MEETING THURSDAY, JUNE 29, 2023– 1:30 PM

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, 11329 MCCOURTNEY ROAD, GRASS VALLEY, CA 95949



Pursuant to Governor Gavin Newsom’s Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Nevada County Consolidated Fire District will hold its regularly scheduled meeting. This meeting is open to in-person attendance. To remain in compliance with the state public health guidance, face coverings are strongly recommended to be worn by all individuals while indoors. The Public’s and Employee’s health and well-being are the top priority for the Board of Directors of the Nevada County Consolidated Fire District, and you are urged to take all the appropriate health safety precautions.

Tricia Bush, Board Secretary
(530)265-4431
triciabush@nccfire.com

The Board of Directors welcomes you to its meetings and your participation is encouraged and appreciated. Any Member of the Audience desiring to address the Board on a matter appearing on the Agenda, before or during consideration of the item, may do so after receiving recognition from the presiding officer. In order for all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. For further rules on public comment and other matters, please see the last page of this agenda.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information.

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Directors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Directors may hold a Closed Session as the agenda schedule permits.

STANDING ORDERS:



- 1:30 p.m. Call to Order
- Roll Call
- Pledge of Allegiance to the Flag
- Corrections and/or deletions to the agenda

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

This is the time for any member of the public to address the Board on any item not on this Agenda that is within the subject matter jurisdiction of the NCCFD Board. Please wait for recognition from the presiding officer. The Board generally cannot act on or discuss an item not on the agenda. However, the Board may "briefly respond" to comments or questions from the members of the public. Please see the rules for public comment at the end of this agenda.

NEW BUSINESS

1. Discussion and Possible Action, Agreement between Nevada County Consolidated Fire District, Penn Valley Fire District and Rough & Ready Fire Protection District for the Purpose of Providing Reciprocal Fire Protection and Related Services Under this Joint Operations Agreement.
Chief Robitaille
2. Discussion and Possible Action, Joint Letter with Penn Valley Fire to request Gap Funding from the County of Nevada. **Chief Robitaille**

ADJOURNMENT

Board Meeting Schedule

All Regular Board Meetings will take place on the third Thursday of the month.

Copies

Copies of the agenda documents relative to an agenda item may be obtained at the Administrative Office, 640 Coyote Street, Nevada City, CA 95959, at a cost of \$1.00 dollar per page.

Board Meeting Notices

This Special Meeting Agenda was posted 24 hours in advance of the meeting at the following locations: Nevada County Consolidated Fire District: Administration Office, 640 Coyote Street, Nevada City; Station 86, 12337 Banner Lava Cap Rd, Nevada City; Station 88, 14400 Golden Star, Grass Valley; Station 89, 11833 Tammy Way, Grass Valley; and on our website address at <http://www.nccfire.com>. Our e-mail address is nccfire@nccfire.com.

Rules Applying to Public Comments (as provided by CA Government Code Section 54954.)

A. Members of the public wishing to address the Board upon any subject within the jurisdiction of the Nevada County Consolidated Fire District may do so upon receiving recognition from the presiding officer at the appropriate time. You may address the Board on any agenda item prior to Board Action. If you wish to address the Board on an item not on the agenda, you may do so during the General Public Comment period. Understand that no action may be taken on an item not on the agenda.

- Where necessary for the orderly operation of the meeting, the presiding officer may limit public comment during the public comment period or public hearing to no more than five minutes per individual.

B. After receiving recognition, please stand and state your name, as all meetings are being taped. Note that stating your name is a voluntary act and is not required.

C. Members of the public may submit written comments on any matter that is listed on the agenda or for general public comment. You may submit written comments on any matter by U.S. Mail addressed to 640 Coyote Street, Nevada City, CA 95959 or by e-mail to triciabush@nccfire.com. For comments to be read at the meeting and entered into the minutes they must be received no later than 8:00 a.m. on the morning of the noticed meeting.

D. **All documents to be presented to the Board of Directors shall be given to the Secretary of the Board for distribution (original and seven copies) prior to the Call of Order of meeting.**

E. Complaints against any individual District employee cannot be brought up in open meeting directly. The District will only consider such a complaint if submitted in writing.

**MASTER AGREEMENT BETWEEN THE NEVADA COUNTY CONSOLIDATED,
PENN VALLEY, AND ROUGH & READY FIRE PROTECTION DISTRICTS FOR THE
PURPOSE OF PROVIDING RECIPROCAL FIRE PROTECTION AND RELATED
SERVICES UNDER THIS JOINT OPERATIONS AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the Nevada County Consolidated Fire Protection District, Penn Valley Fire Protection District, and the Rough & Ready Fire Protection District as Independent Fire Protection Districts. This Agreement shall be known as the Master Operations Agreement among the three Districts and shall be the basis for cooperation in the provision of fire and emergency services between all parties. Each party may be referred to in this Agreement as "party" or collectively as "parties" or "districts."

RECITALS

WHEREAS, the Nevada County Consolidated, Penn Valley, and Rough & Ready Fire Protection Districts have each previously entered into separate collaborative agreements amongst themselves, all of which described a basis for greater cooperation among the fire agencies in the provision of fire protection and emergency medical services, but the three parties have never entered into a single collective agreement for the joint provision of fire protection and related services; and

WHEREAS, through each party's participation in previous Operations Agreements, significant improvements in response times, joint firefighter training and safety, supervision, and overall greater efficiency in the delivery of fire protection services to the citizens, visitors and businesses within the communities have occurred; and

WHEREAS, all parties, in recognition of the success that has been achieved in the more efficient provision of services under the separate Agreements, desire to memorialize into this one Agreement the terms and conditions of cooperation between fire ds operated by the three parties and to provide a framework under which new areas of cooperation may be initiated or new parties may be added; and

WHEREAS, all parties have determined that their agents on matters relating to this Agreement shall be their respective Fire Chiefs, and/or his/her authorized designees or successors.

NOW, THEREFORE, pursuant to the authority granted by California Government Code sections 6502 and 55632 and Health and Safety Code section 13050, and in consideration of the mutual promises and obligations as set forth herein, the parties hereby agree as follows:

1. INTENT

a. The intent of this agreement is for the Nevada County Consolidated Fire District and Penn Valley Fire Protection District to jointly staff the Rough & Ready Fire Station until such time as a reorganization of the three Districts is completed. The anticipated completion date of the Rough & Ready Fire Station is July 1, 2024.

b. It is the intent of all parties to this agreement to continually seek out and employ joint methods, practices, policies and/or procedures that will serve to maintain or improve the safety and levels of emergency and fire prevention services provided to the citizens and to improve the existing practices of all parties to assure the highest levels of employee safety, emergency operations, administrative efficiency ,and cost effectiveness in the delivery of fire protection, EMS, and other emergency services.

c. This Agreement shall support the parties' operations, and shall not replace any other contracts in place that may involve the parties. This document is intended to support, and to increase capabilities of and address operational gaps for, all parties hereto, and not to replace any existing mutual aid or similar operational agreements.

2. FUNDING AND ADMINISTRATIVE FUNCTION

a. Rough & Ready Fire Protection District agrees to release all existing administrative functions relating to operations of the Rough & Ready Fire Station to the other parties. Such functions shall be managed in a manner that maintains independent accounting and tracking. No funds of any district will be blended prior to reorganization. Revenue that is collected will be utilized solely to fund operating cost to operate the fire station at 14506 Rough & Ready Highway beginning July 1, 2023. The parties to this Agreement will provide separate cost accounting for the operations and staffing of the fire station.

3. FACILITIES & APPARATUS

a. The Rough & Ready Fire Protection District will maintain ownership obligations and insurance for the Rough & Ready Fire Station until the reorganization is completed.

b. Apparatus will be provided by Penn Valley or Nevada County Consolidated with Each agency providing insurance for their respective apparatus.

4. RESPONSE TO INCIDENTS

a. All parties agree that providing a fire engine to an incident in the least amount of time regardless of jurisdiction provides a higher level of service to the citizens and visitors of all jurisdictions and is in all parties' best interest.

b. The parties shall establish protocols for the deployment of fire engines and personnel to emergency incidents within each party's jurisdiction. Such protocols may include the dispatch of resources to emergencies based upon the quickest response times to

the incident, regardless of jurisdiction.

c. The parties shall establish protocols for the purpose of maximizing the fire protection coverage of the jurisdictions through the repositioning of engines should some of the normally staffed engines be committed to incidents for extended periods of time.

d. All parties shall review the response protocols annually, or on the occasion of staffing or other resource changes, to ensure that one district is not overly burdened by responses to the jurisdiction of the other district.

5. COMMAND AND SUPERVISION OF FIRE DISTRICTS

a. The parties shall establish protocols for the shared supervision and incident command of the emergency personnel and resources of the parties' fire districts by the chief officers, captains, and other officers of their respective fire districts. Any such protocols may include but are not limited to a provision for the assignment of shift supervision and incident command responsibility between the officers of the respective fire districts and to establish joint supervisory resources of the respective fire districts.

b. When officers of a party's fire district are serving in a capacity of joint or unified incident command or the regular assigned supervision of another districts' employees, the officers shall be deemed to be acting as an officer for all fire districts and shall be entitled to exercise the power and authority as if such officer was an officer employed by all parties, except as to discipline, as defined in subsection (c), which shall be exclusively administered by the employing agency. Such officers shall also be entitled to the immunities set forth in state and/or federal law for all decisions and actions taken on behalf of employees and officers of the respective parties when serving in a joint or cooperative manner of supervision or incident command for all fire districts.

c. For the purposes of this agreement, discipline is defined as a formal or adverse action resulting in a punitive result (e.g., written reprimand, suspension without pay, demotion, reduction in pay or dismissal) for an employee. Officers may, at the discretion of the employing agency, conduct investigations on behalf of that agency, to include findings of fact. Discipline, as herein defined, shall only be administered by the employing agency.

6. COMMON OPERATIONS TRAINING, STANDARD OPERATING GUIDES AND STANDARD EVOLUTIONS.

a. The fire chiefs or their designee of the member districts shall develop, maintain, and periodically update a common set of Standard Operating Guides, Standard Evolutions and Operations Training Standards. These common processes shall be universally implemented by all uniformed members of the member districts.

7. PERSONNEL & JOINT USE THEREOF

a. Parties shall mutually, upon request of another party and subject to availability of appropriate personnel, assign firefighters to staff the fire stations and/or equipment of another party and respond to incidents as may occur, in the same manner as if the stations and equipment were staffed by the requesting parties' personnel. During times when personnel are assigned, they shall be under the control and direction of the requesting party.

b. Each party hereto shall procure and maintain for the duration of the agreement, workers' compensation insurance or self-insurance covering that party's own employees/personnel. A requesting party shall not be responsible for obtaining workers' compensation insurance for another party's employee, and shall therefore not be subject to civil, criminal, or other penalties for failure to maintain workers' compensation coverage in the event of injury or illness to another party's employee suffered in the course of providing services under this agreement.

c. The requesting party shall be responsible for reimbursing the party providing any personnel for the cost of such personnel, including without limitation, wages, benefits, cost of obtaining workers compensation insurance, and employer taxes. A party providing the personnel shall provide the requesting party with a periodic request for payment accounting for all costs for the assignment of its personnel. A final invoice must be submitted to the requesting party for final payment within 60 days following the termination of the use of those personnel. The requesting party shall make payment to the other party within 30 days of receipt of the request for payment.

8. AREAS OF COOPERATION INVOLVING LESS THAN THE ENTIRE MEMBERSHIP OF THE AGREEMENT

a. Two or more parties, subsequent to a discussion of all parties to this agreement, may adopt other policies or protocols, or enter into separate contracts or sub-agreements in the furtherance of the intent of this Agreement. Such policies or protocols, or contracts or sub-agreements, shall not be detrimental to this Agreement or any party to the Agreement and may include, but not be limited to, items having to do with: public and firefighter safety, training, fire prevention, public education, equipment standardization, joint use of facilities or equipment and provision or cost sharing of operations, administrative or management services or other administrative or support staff. Any sub-agreement entered into by less than the entire membership of the agreement will be recognized as a part of this Agreement and attached as a supplemental agreement.

b. Unless otherwise indicated by the specific project or service, the standard terms and conditions set forth in this Agreement shall apply to other areas of cooperation established under this section.

9. INSURANCE

As a material condition of this Agreement, all parties shall maintain insurance or lawful self-insurance meeting the limits listed below. Evidence of such coverage shall be promptly provided upon request of another party.

A. Workers' Compensation & Employers Liability

(a) Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California is to be carried by Nevada County Consolidated Fire District and Penn Valley Fire Protection District. Rough & Ready Fire Protection District will not have any direct employees.

(b) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; and \$1,000,000 Disease per policy.

(c) Thirty (30) days' prior written notice of cancellation or material change must be provided by each party to the other.

B. General Liability

(a) Commercial General Liability Insurance no less broad than ISO form CG 00 01.

(b) Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate.

(c) Each party and its officers, agents and employees must be endorsed as an additional insured for liability arising out of ongoing operations by or on behalf of another party.

(d) The insurance provided to each party and its officers, agents and employees as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the other party.

C. Vehicle Liability

(a) Minimum Limit: \$5,000,000 combined single limit per accident.

(b) Coverage must apply to all owned, hired, and non-owned vehicles.

(c) Each party must qualify as an insured.

10. WITHDRAWAL FROM THE AGREEMENT

A party to this agreement may withdraw from the Agreement without penalty with one hundred and eighty (180) days’ written notice to the other members. Such withdrawing party shall perform all obligations under this Agreement until the noticed date of withdrawal.

11. TERM

The term of this agreement is for an indefinite period; it may be terminated by mutual written agreement of all parties, with the effective date of such termination to occur one hundred and eighty (180) days from the date of such mutual written agreement.

12. INDEMNIFICATION AND HOLD HARMLESSTo the fullest extent permitted by applicable law, each party agrees to indemnify, protect, defend, and hold harmless each other party to this Agreement, and each other party’s officers, employees, officials, agents, and representatives (“Indemnitees”) from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorneys’ and/or consultants’ fees and costs, taxable or otherwise, of any nature, kind, or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed under this Agreement by any party hereto; (2) the Agreement, including any approved amendments or modifications; or (3) any negligent act or omission of any party hereto or its officers, employees, officials, agents, and representatives (collectively, “Liabilities”). Notwithstanding the foregoing, the only Liabilities to which an indemnifying party’s obligation to indemnify (including the cost to defend) an Indemnitee does not apply is with respect to Liabilities resulting from the willful misconduct of an Indemnitee, or to the extent such Liabilities do not arise out of, pertain to, or stem from the services performed under this Agreement.

13. GOVERNING LAW

Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Venue for any legal action hereunder shall be in Nevada County.

14. MODIFICATION OF AGREEMENT

This Agreement may be modified or amended only by a subsequent written agreement approved and executed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ROUGH & READY FIRE DISTRICT

PENN VALLEY FIRE DISTRICT

Board Chairperson

Board Chairperson

Date: _____

Date: _____

ATTEST:

ATTEST:

Board Clerk

Date: _____

Approved as to form:

Name of Counsel, District Counsel

Date: _____

Board Clerk

Date: _____

Approved as to form:

Name of Counsel, District Counsel

Date: _____

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

Board Chairperson

Date: _____

ATTEST:

Board Clerk

Date: _____

Approved as to form:

Name of Counsel, District Counsel

Date: _____



2.

**Joint Letter to County of
Nevada Documentation To Be
Provided at Meeting**