

**MASTER AGREEMENT BETWEEN THE PLACER HILLS FIRE PROTECTION DISTRICT
AND THE NEWCASTLE FIRE PROTECTION DISTRICT FOR THE PURPOSE OF
PROVIDING RECIPROCAL FIRE PROTECTION AND RELATED SERVICES UNDER THIS
JOINT OPERATIONS AGREEMENT**

THIS MASTER JOINT OPERATIONS AGREEMENT ("JOA") is made and entered into this _____ day of _____, 2020 by and between the Placer Hills Fire Protection District, an independent fire district, and the Newcastle Fire Protection District, an independent fire district. Each party may be referred to in this JOA as "party" or collectively as "parties."

RECITALS

WHEREAS, the Placer Hills Fire Protection District seeks to enter into a JOA with the Newcastle Fire Protection District, which describes a basis for greater cooperation between the parties in the provision of fire protection and emergency medical services; and

WHEREAS, through each party's participation in the JOA, significant improvements in training, safety and supervision, and overall greater efficiency in the delivery of fire protection to the citizens, businesses, and visitors within the communities will occur; and

WHEREAS, all parties in recognition of the success that has been achieved in the more efficient provision of services under the current Agreement for Fire Chief, Duty Chief and Administrative Services (PHF and NEW), desire to memorialize into this new JOA, the terms and conditions of the prior agreement and parameters of cooperation between the agencies; and

NOW, THEREFORE, pursuant to the authority granted by Government Code sections 6502 and 55632, and Health & Safety Code section 13050, and in consideration of the mutual promises and obligations as set forth herein, the parties hereby agree this JOA between the Placer Hills Fire Protection District and the Newcastle Fire Protection District is hereby established as follows:

1. INTENT

- a. It is the intent of all parties to this JOA 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 visitors of the parties and to improve the existing practices of the 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.
- b. In support of the intent of this JOA, all parties agree that wherever appropriate those operational joint methods and policies that are adopted under this JOA be fully implemented by all parties and that not to do so will impede the effective joint delivery of service.

2. 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 interests.
- 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 jurisdiction 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 protocol annually, or when staffing or other resource changes, to ensure that one party is not overly burdened by responses to the other jurisdiction of the other parties.

3. JOINT COMMAND AND SUPERVISION OF FIRE DISTRICTS

- a. The parties shall establish protocols for the shared supervision and incident command of emergency personnel and resources of the parties' fire departments. Such protocols shall be approved by the chief officers and captains of their respective fire parties. Any such protocols may include, but are not limited to, a provision for the assignment of shift supervision and the incident command responsibility between the officers of the respective fire departments and to establish joint supervisory resources of the respective fire departments.
- b. When officers of a party's fire department are serving in the capacity of joint or unified command or the regular assigned supervision of another party's employees 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 party. Such officer 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 parties.
- c. For the purposes of this JOA, discipline is defined as a formal or adverse action resulting in a punitive result (e.g. written reprimand, suspension without pay, demotion, reduction of pay or dismissal) for an employee. Each party shall make reasonable efforts to cooperate in an employment investigation at the request of another party. Discipline, as herein defined, shall only be administered by the employing agency, providing for one level of administrative oversight above that of the individual providing the final decision, to allow for a level for any potential appeals. For the purposes of this JOA, the final level of appeals could be the District Board of Directors.

4. COMMON OPERATIONS TRAINING, STANDARDS GUIDES, AND STANDARD EVOLUTIONS

The Fire Chief, or its designee, of each party shall develop, maintain, and periodically update a common set of Standard Policies, Operating Guides, Standard Evolutions, and Operating Training Standards. These common processes shall be universally implemented by all uniformed members of each party.

5. JOINT USE OF PERSONNEL

- 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 the other party and response equipment of the other party to incidents as may occur, in the same manner as if the station and equipment were staffed by the requesting parties' personnel. During times when personnel are so assigned, they shall be under the control and direction of the requesting party.
- b. At the discretion of the Fire Chief or the Battalion Chief, apparatus may be assigned to Strike Teams as requested. At no time will staffing within JOA jurisdictions be compromised for Strike Team assignments. Strike Team engines may include co-staffing from the members of this JOA.
- c. Each party hereto shall procure and maintain for the duration of this JOA 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 obtain workers' compensation insurance in the event of injury or illness to another party's employee suffered in the course of providing services under this JOA. A requesting party shall be responsible for reimbursing the party providing any personnel for the cost of such personnel, including without limitation, wages, benefits, workers compensation insurance, and employee taxes. A party providing the personnel shall provide the requesting agency 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 the final payment within sixty (60) days following the termination of the use of those personnel. The requesting party shall make payment to the other party within thirty (30) days of receipt of the request for payment.

6. AREAS OF COOPERATION INVOLVING LESS THAN THE ENTIRE MEMBERSHIP OF THIS JOA

- a. Two or more parties, subsequent to a discussion of all parties to this JOA, may adopt other policies or protocols, or enter into separate contracts or sub-agreements in the furtherance of the intent of this JOA. Such policies or protocols, or contracts or sub-agreements shall not be detrimental to this JOA or any party to this JOA 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 or 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 this JOA will be recognized as a part of the JOA and attached as an amendment.

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

7. INDEMNITY

Each party shall indemnify, defend, protect, and hold harmless the other party and its officers, employees, agents, and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness, consultant, and litigation fees) to the extent caused by any negligent or willful act or omission of the indemnifying party or any of its officers, employees, agents or volunteers.

8. INSURANCE

- a. As a material condition of this JOA, all parties shall maintain insurance or lawful self-insurance meeting the following standards. Evidence of such coverage shall be provided promptly upon of another party to this JOA.

(1) Workers Compensation and Employers Liability

- (a) Workers' Compensation insurance with a statutory limit as required by the Labor Code of the State of California.
- (b) Employers' Liability with limits of \$1,000,000 per accident.
- (c) \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) Thirty (30) days' prior written notice of cancellation or material change must be provided other parties to this JOA.
- (e) The policy shall provide a Waiver of Subrogation endorsement in favor of the other parties, their officers, officials, employees, agents and volunteers for losses arising from work performed under this JOA.

(2) 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, employees, and volunteers must be endorsed as an additional insured for the liability arising out of ongoing operations by or on behalf of the other party.
- (d) The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- (e) The insurance provided to each party and its officers, agents, employees, and volunteers as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the other party.

- (f) Thirty (30) days' prior written notice of cancellation or material change must be provided other parties to this JOA.

(3) Vehicle Liability

- (a) Minimum Limit: \$1,000,000 combined single limit per accident.
- (b) Coverage must apply to all owned, hired, and non-owned vehicles.
- (c) Each Party and its officers, agents, employees, and volunteers must be endorsed as an additional insured for the liability arising out of ongoing operations by or on behalf of the other party.
- (d) The insurance provided to each party and its officers, agents, employees, and volunteers as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the other party.
- (e) Thirty (30) days' prior written notice of cancellation or material change must be provided other parties to this JOA.

9. ADDITIONAL PARTIES

Other western Placer County fire agencies may make a written request to the existing JOA membership to become a member of this JOA. The request shall indicate a commitment to the intent of the JOA and all its provisions of this JOA. Once a member of the JOA, new members may petition the parties to any sub-agreement to participate in that sub-agreement. Approval to participate in the JOA or any sub-agreement requires concurrence of all signatory parties to this JOA.

10. WITHDRAWAL FROM THE JOA

A party to this JOA may withdraw from this JOA without penalty with ninety days' (90) written notice to the other members. Such withdrawing member shall perform all obligations under this JOA until the noticed date of withdrawal.

The term of this JOA is for an indefinite period; terminable at the instance of a majority of all parties expressed in writing with a one hundred eighty (180)-day termination date from the date of the majority vote approving such termination.

11. RELATIONSHIP OF PARTIES

Nothing in this JOA shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to any party.

12. NO THIRD PARTY BENEFICIARIES

This JOA shall not be construed to create any third party beneficiaries. Except as provided for in Paragraph 9 above, this JOA is for the sole benefit of the Placer Hills Fire Protection District, and the Newcastle Fire Protection District. This JOA, however, shall not preclude the Placer Hills Fire Protection District or the Newcastle Fire

Protection District from entering into agreements similar in nature and intent with other parties.

13. GOVERNING LAWS

Except as otherwise required by law, this JOA shall be interpreted, governed by, and construed under the laws of the State of California.

14. MODIFICATION OF AGREEMENT

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

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

PLACER HILLS FIRE PROTECTION DISTRICT

Date: _____

By: _____
Peter Hills, Chairman of the Board of Directors

NEWCASTLE FIRE PROTECTION DISTRICT

Date: _____

By: _____
William Kahrl, Chairperson of the Board of Directors