

**MASTER AGREEMENT BY AND BETWEEN
PLACER HILLS FIRE PROTECTION DISTRICT, PENRYN FIRE PROTECTION
DISTRICT, NEWCASTLE FIRE PROTECTION DISTRICT, AND FORESTHILL FIRE
PROTECTION DISTRICT FOR PROVIDING RECIPROCAL FIRE PROTECTION
AND RELATED SERVICES**

THIS JOINT OPERATIONS AGREEMENT (“JOA”) is made and entered into this [REDACTED] day of August 2021 by and between the Placer Hills Fire Protection District (“PHPFD”), an independent fire district, the Penryn Fire Protection District (“PFPD”), an independent fire district, the Newcastle Fire Protection District (“NFPD”), an independent fire district, and the Foresthill Fire Protection District (“FFPD”), an independent fire district (hereinafter each may be referred to as “Party” or collectively as “Parties.”)

**I.
RECITALS**

WHEREAS, PHPFD, PFPD, NFPD, and FFPD, jointly seek to enter into a contractual arrangement that will provide a basis for increased cooperation between the Parties in the provision of fire protection and emergency medical services; and

WHEREAS, through each Party’s participation in the activities set forth in this JOA, significant improvements are projected in training, safety, and supervision, as well as overall greater efficiency in the delivery of fire protection to the citizens, businesses, and visitors of the communities served by the Parties; and

WHEREAS, the Parties acknowledge that the Parties’ recent practice of sharing administrative resources (including Fire Chief, Duty Chief, and administrative services), has proved highly beneficial, and the Parties desire to formally memorialize and extend the parameters of their cooperation.

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 that this JOA between the Parties is hereby established as follows:

**II.
TERMS AND CONDITIONS**

A. INTENT

- I. The Parties will seek to develop 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 served by the Parties and to improve the existing practices to assure the highest levels of excellence in all activities, including by way of illustration and not limitation:

employee safety, emergency operations, administrative efficiency, and cost effectiveness in the delivery of fire protection, EMS, and other emergency services.

2. In support of the intent of this JOA, all Parties agree that operational joint methods and policies that are adopted under this JOA shall be fully implemented by all Parties and that failure to do so may impede the effective joint delivery of services.
3. The Parties also agree that this JOA contemplates and allows for circumstances in which one agency (for example PHFPD) may enter into individual agreements with other fire agencies, including other Parties to this JOA, to provide contracted services, reimbursed at a mutually agreeable rate (by way of illustration and not limitation, Fire Chief, administrative support, and/or fire investigation).

B. RESPONSE TO INCIDENTS

1. The 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.
2. 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.
3. 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.
4. The Parties shall review the response protocol annually, or when staffing or other resources change, to ensure that one Party is not overly burdened by responses to the jurisdiction of the other Party.

C. JOINT COMMAND AND SUPERVISION OF FIRE DISTRICTS

1. 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 the respective 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.
2. Officers of a Party's fire department serving in the capacity of joint or unified command or as the regular assigned supervision of another Party's employees 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 (3) below, 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 Parties.

3. For the purposes of this JOA, discipline is defined as a formal or adverse action resulting in a punitive result for an employee (e.g., written reprimand, suspension without pay, demotion, reduction of pay, or dismissal). Each Party shall make reasonable efforts to cooperate in an employment investigation at the request of the other Party. Discipline, as herein defined, shall only be administered by the employing Party, 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 Party's Board of Directors.

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

The Fire Chief, or their 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.

E. JOINT USE OF PERSONNEL

1. The 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 Party's personnel. During times when personnel are so assigned, they shall be under the control and direction of the requesting Party.
2. 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 Parties.
3. 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 Party 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.

F. AREAS OF COOPERATION

1. The Parties 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 regarding: 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 (all Parties) of this JOA will be recognized as a part of the JOA and attached as an amendment.
2. 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.

G. INDEMNITY

1. To the furthest extent permitted by California law, each of the Parties (“Indemnifying Party”) shall indemnify, defend, and hold free and harmless each of the other Parties and their employees, officers, and board members (the “Indemnified Parties”) from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative, or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees, and causes of action to property or persons, including personal injury and/or death (each, a “Claim”) to the extent that the Claim (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of such Indemnifying Party’s own directors, officials, officers, employees, volunteers, contractors, subcontractors, consultants, or subconsultants; or arises out of, pertains to, or relates to an Indemnifying Party’s own breach of this Agreement.
2. Any Indemnified Party may accept or reject legal counsel that an Indemnifying Party proposes to defend the Indemnified Party, and in its sole and absolute discretion may thereafter appoint legal counsel to defend the Indemnified Party at the Indemnifying Party’s expense against a Claim.

H. INSURANCE

- I. As a material condition of this JOA, all Parties shall maintain insurance or lawful self-insurance meeting the following standards.

- a. Workers Compensation and Employers Liability

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.

- i. Workers' Compensation insurance with a statutory limit as required by the Labor Code of the State of California.
- ii. Employers' Liability with limits of \$1,000,000 per accident.
- iii. \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- iv. Thirty (30) days' prior written notice of cancellation or material change must be provided to all other Parties to this JOA.
- v. 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.

- b. General Liability

- i. Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- ii. Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate.
- iii. 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.
- iv. The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations hazard.
- v. 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.
- vi. Thirty (30) days' prior written notice of cancellation or material change must be provided to all other Parties to this JOA.

c. Vehicle Liability

- i. Minimum Limit: \$1,000,000 combined single limit per accident.
 - ii. Coverage must apply to all owned, hired, and non-owned vehicles.
 - iii. 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.
 - iv. 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.
 - v. Thirty (30) days' prior written notice of cancellation or material change must be provided to all other Parties to this JOA.
2. The Parties shall submit a certificate evidencing such coverage in a form satisfactory to each Party's Legal Counsel, chief administrative officer, or Board President, prior to this JOA being in force and thereafter upon request.
 3. Each Party acknowledges that the insurance coverage and policy limits set forth in this JOA constitute the minimum amount of coverage and limits required. The insurance requirements under this JOA shall be the greater of (1) the full insurance coverage and limits carried by each Party, or (2) the minimum insurance requirements set forth herein. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein, and no representation is made that the minimum insurance requirements of this JOA are sufficient to cover the respective obligations of each Party.
 4. Each Party shall name the other, its officers, employees, and agents as additional insured parties on its liability policies; provided that neither Party shall be required to name the other as an additional insured on its professional liability (errors and omissions policy).
 5. The Parties shall provide thirty (30) days' written notice to the other prior to cancellation or modification of any insurance required by this Agreement. The Parties shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims-made basis is subject to the approval of each Party's Board of Directors. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve any Party of this JOA of liability in excess of such coverage, nor shall it preclude any Party of this JOA from taking such other actions as are available to it under any other provisions of this JOA or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by each Party in writing.

I. ADDITIONAL PARTIES

Other 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 provisions of this JOA. Once a member of this 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.

J. WITHDRAWAL FROM THE JOA

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

K. 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.

L. INDEPENDENT CONTRACTOR

Each Party, in the performance of this JOA, is and shall act as an independent contractor. Each Party understands and agrees that each Party's employees shall not be considered officers, employees, agents, partner, or joint venture of any other Party, and are not entitled to benefits of any kind or nature normally provided employees of another party and/or to which any other Party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Each Party shall assume full responsibility for payment of all federal, State, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to its employees.

M. NO THIRD-PARTY BENEFICIARIES

This JOA shall not be construed to create any third-party beneficiaries. Except as provided for in Paragraph I. above, this JOA is for the sole benefit of the Parties hereto. This JOA, however, shall not preclude each of the Parties from entering into agreements similar in nature and intent with other entities.

N. 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.

O. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

As an express covenant of this JOA, the Parties shall comply with all applicable laws in performing services under this JOA.

P. STANDARD OF CARE

In performing services under this JOA, each Party shall exercise reasonable care consistent with generally and currently accepted principles and practices of his/her profession for services to fire protection districts.

Q. NOTICES

Any required notice may be given either by personal service or by deposit (postage prepaid) in the U.S. Mail addressed as follows:

Placer Hills Fire Protection District
P.O. Box 350
Meadow Vista, CA 95722
Attn: Fire Chief

Penryn Fire Protection District
7206 Church Street
Penryn, CA 95663
Attn: Fire Chief

Newcastle Fire Protection District
9211 Cypress Street
Newcastle, CA 95658
Attn: Fire Chief

Foresthill Fire Protection District
24320 Foresthill Road
Foresthill, CA 95631
Attn: Fire Chief

R. ENTIRE AGREEMENT

The Parties agree that this JOA constitutes the sole and only agreement between them representing fire protection and emergency services and correctly sets forth their obligations and duties with respect to each other.

S. MODIFICATION OF AGREEMENT

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

T. WAIVER

No provision of this JOA shall be considered waived by any Party unless such waiver is set forth in writing.

U. SEVERABILITY

Should any provision of this JOA be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this JOA.

V. COUNTERPARTS

This JOA may be executed in identical counterparts, each of which shall constitute a duplicate original. Each Party shall provide a true and correct copy of this JOA to the other Party.

W. EXECUTION

By executing this JOA, the Parties acknowledge that they have carefully read and agree to be bound by all the terms and conditions contained in this JOA.

X. FORCE MAJEURE

No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Joint Operations Agreement on the dates indicated below.

PLACER HILLS FIRE PROTECTION DISTRICT

Date: _____

By: _____
Peter Hills, Chairman
Board of Directors

PENRYN FIRE PROTECTION DISTRICT

Date: _____

By: _____
Cheryl Hotaling, Chair
Board of Directors

NEWCASTLE FIRE PROTECTION DISTRICT

Date: _____

By: _____
William Kahrl, Chairman
Board of Directors

FORESTHILL FIRE PROTECTION DISTRICT

Date: _____

By: _____
John Michelini, President
Board of Directors