

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

THIS AGREEMENT is made and entered into this date ____ of _____, 2018 by and between the Placer Hills Fire Protection District, an independent fire district, the Foresthill Fire Protection District, an Independent fire district and the Newcastle Fire Protection District, an Independent fire district. This Agreement shall be known as the Master Joint Operations Agreement among the Placer Hills Fire Protection District, the Foresthill Fire Protection District and the Newcastle Fire Protection District (REFERRED TO HEREIN AS THE “Joint Operations Agreement”, “JOA” or “The Master Agreement”) 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 “departments”.

RECITALS

WHEREAS, the Placer Hills Fire Protection District entered into a Joint Operations Agreements with both the Foresthill Fire Protection District dated ____ of _____ and Newcastle Fire Protection District dated _____, all of which describe a basis for greater cooperation among the fire agencies in the provision of fire protection and emergency medical services; and

WHEREAS, through each party’s participation in the Joint Operations Agreement, 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 shared service contract, desire to memorialize into a JOA agreement, the terms and conditions of the prior agreements and parameters of cooperation between fire agencies, which have grown, but are not generally covered under the Joint Operations Agreement 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 District Boards of Directors, the Fire Chief, and/or his/her authorized designees or successors.

NOW, THEREFORE, pursuant to the authority granted by California Government Code 6502 and 55632 and Health & Safety Code §13050 and in consideration of the mutual promises and obligations as set forth herein the parties hereby agree that a Joint Operations Agreement between the Placer Hills Fire Protection District, the Foresthill 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 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 visitors of all the cooperating departments and to improve the existing practices of all departments 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 agreement, all parties agree that wherever appropriate those operational joint methods and policies that are adopted under this agreement 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 interest.

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.

- b. 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.
- c. All parties shall review the response protocol annually, or when staffing or other resource changes, to ensure that one department is not overly burdened by responses to the other jurisdiction of the other departments.

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 by the chief officers and captains of their respective fire departments. 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 department'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 agency. 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 departments.
- 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 of pay or dismissal) for an employee. Officers may, at the discretion of the Fire Chief of the employing agency, conduct investigation on behalf of that agency, to include findings of the facts. 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 agreement, the final level of appeals could be the District Board of Directors.

4. COMMON OPERATIONS TRAINING, STANDARDS GUIDES AND STANDARD EVOLUTIONS

- a. The fire chief or their designee of the member departments 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 departments.

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 respond 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. **Strike Team Staffing**
At the discretion of the Fire Chief or his or her designee, 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 the JOA.
- c. 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 obtain 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. 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 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.

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

- 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 Joint Operations Agreement. Such policies or protocols, or contracts or sub-agreement shall not be detrimental to the JOA or any party to the 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 the JOA will be recognized as a part of the Joint Operations Agreement and attached as a supplemental agreement.

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

7. Insurance

- A. All parties shall maintain insurance or lawful self-insurance meeting the limits below:

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; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Thirty (30) days' prior written notice of cancellation or material change must be provided to **by each party to the other**.
- d. Required Evidence of Coverage.
- e. Properly completed Certificate of Insurance.

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 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 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: \$1,000,000 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.

8. ADDITIONAL PARTIES

Other western Placer County fire agencies may make a written request to the existing JOA membership to become a member of the JOA. The request shall indicate a commitment to the intent of the JOA and all its provisions of this agreement. 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.

9. WITHDRAWAL FROM THE JOA

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

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

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

FORESTHILL FIRE PROTECTION DISTRICT Date: _____

By: _____
Chris Reams, Chairman of the Board of Directors

NEWCASTLE FIRE PROTECTION DISTRICT Date: _____

By: _____
Jonita Elder, Chairperson of the Board of Directors

PLACER HILLS FIRE PROTECTION DISTRICT Date: _____

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

ADDENDUM

APPLICABLE CODES FOR REFERENCE

California Government Code 6502.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered by such public agencies.

(Amended by Stats. 2014, Ch. 386, Sec. 2. (AB 2170) Effective January 1, 2015)

California Government Code 55632.

The legislative body of any local agency may contract with any other local agency for the furnishing of fire or police protection to such other local agency.

(Amended by Stats. 1970, Ch. 1068.)

Health and Safety Code §13050

The apparatus, equipment and firefighting force of any public entity may be used for providing fire protection or firefighting services:

- (a) In any other public entity with the consent of the chief administrative officer of the office or department authorized by law to provide fire protection in such other public entity.
- (b) Outside the limits of any public entity.