



NEWCASTLE FIRE PROTECTION DISTRICT

9350 OLD STATE HIGHWAY, NEWCASTLE, CA 95658

530-878-0405 FAX 530-878-0405 WWW.NEWCASTLEFIRE.ORG

*DIRECTORS: Lawrence Bettencourt, Jonita Elder, Robin Enos, James Heisterkamp, William Kahrl
Fire Chief Ian Gow*

NOTICE OF A REGULAR MEETING and AGENDA

Wednesday, June 21, 2023 @ 6:00 p.m.

Long Valley Community Hall, 2008 Rattlesnake Rd., Newcastle CA 95658

This meeting will be open to in-person attendance.

The meeting is also offered through a virtual Zoom meeting webinar. To join the meeting:

<https://us02web.zoom.us/j/7699308229>

[Meeting ID: 769 930 8229](https://us02web.zoom.us/j/7699308229)

[Find your local number: https://us02web.zoom.us/j/7699308229](https://us02web.zoom.us/j/7699308229)

1. **CALL MEETING TO ORDER:** Pledge of Allegiance
2. **APPROVAL OF AGENDA:**
3. **APPROVAL OF MINUTES:** May 17, 2023 Regular Meeting
4. **BILL APPROVAL AND FINANCIAL REPORT:** May/June 2023
5. **CORRESPONDENCE:**
6. **PUBLIC COMMENT:** (The Newcastle Fire Protection District Board of Directors has provided this period for members of the public to address the Board on items of interest to the public and which are applicable to the district. No action may be taken on any matter, which is not already on the agenda for consideration. Public comment will be limited to three (3) minutes per person, unless specifically authorized otherwise by the Chair).
7. **CHIEFS REPORTS:**
 - (A) Fire Chief Gow
 - (B) Fire Marshal D'Ambrogi
 - (C) Battalion Chiefs Nelson, Slusher and Williamson
8. **NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, LOCAL 3800 REPORT**
9. **BOARD COMMITTEE REPORTS:**
 - (A) Building Committee: Fire station (Chair Kahrl and Director Bettencourt).
 - (B) Ad-hoc Committee: Selling the existing station (Directors Heisterkamp and Enos).
 - (C) Inter-district Cooperation Ad-hoc Committee (Chair Kahrl and VC Elder).
10. **INFORMATIONAL AND DISCUSSION ITEMS:**
 - (A) Discuss an annual cost of inflation increase for the Fire Facility Fees.
11. **ACTION ITEMS REQUIRE A VOTE BY ROLL CALL**
 - (A) Consider and approve the new Joint Operations Agreement for shared staffing to include Auburn City Fire Department to the original agreement between Newcastle Fire Protection District, Penryn Fire Protection District and Foresthill Fire Protection District.
 - (B) Consider and adopt the Preliminary Budget for Fiscal Year 2023-2024.
 - (C) Consider and adopt Resolution No. 2023-07 authorizing Chair Kahrl and/or Director Heisterkamp to sign documents pertaining to the sale of the old fire station.
 - (D) **CLOSED SESSION:**

Newcastle Fire Protection District is committed to accommodate individuals with disabilities to participate in the public meeting process. If you have a special need to attend or participate in our public meetings, please contact our office at (530) 878-0405, in advance of the regular meeting so that we may make every reasonable effort to accommodate you.

NEWCASTLE FIRE PROTECTION DISTRICT IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

1. Pursuant to California Government Code § 54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Directors Enos and Heisterkamp Property: 9211 Cypress Street, Newcastle CA 95658 APN: 040-175-006-000

Reconvene and report any action taken in closed session.

- (D) Consider and approve the Memorandum of Understanding with Nevada County Professional Firefighters, Local 3800 for the term of July 1, 2023 through June 30, 2024.

12. DIRECTORS REPORTS:

13. MEETING ADJOURNED:

Next Board meeting: July 19, 2023

Newcastle Fire Protection District
Minutes of Regular Board of Directors Meeting
May 17, 2023
Held via teleconference and in-person at:
Long Valley Community Hall
2008 Rattlesnake Rd., Newcastle, CA 95658

1. Call Meeting to Order

- a. Chairman Kahrl called the meeting to order at 6:01 p.m.
- b. Secretary Heisterkamp led the flag salute.
- c. All Directors were present. Director Enos arrived at 6:07 p.m.
- d. Chief Gow, Chief D'Ambrogi, BC Slusher, and DM Lofrano were present.

2. Approval of Agenda

- a. Secretary Heisterkamp reminded the board that the attorney will be arriving via teleconference for the closed session at 6:45 p.m.
- b. VC Elder made a motion to approve the agenda as presented. Director Bettencourt seconds the motion. Motion carries unanimously via roll call vote (4/0) Director Enos had not arrived yet.

3. Approval of Minutes

- a. Secretary Heisterkamp made a motion to approve the minutes as presented. VC Elder seconds the motion. Motion carries unanimously via roll call vote (4/0) Director Enos had not arrived yet.

4. Approval of Financial Report

- a. Director Bettencourt made a motion to approve the financial report as presented by Chief Gow. VC Elder seconds the motion. Motion carries unanimously via roll call vote (4/0) Director Enos had not arrived yet.

5. Correspondence

- a. None

6. Public Comment

- a. Jon Anacker – Welcomed Chief Gow back to the meetings.

7. Chief's Report

- a. Chief Gow reporting:
 - i. All equipment is ok.
 - ii. The new motor for engine 38 has arrived.
 - iii. Staff is working on an updated physical examination policy. The updated policy will be shared with the Presidents of each board and then with all board members.
 - iv. Auburn City Fire has requested to join the Joint Operating Agreement (JOA) between Newcastle, Placer Hills, Penryn and Foresthill to share staffing.
- b. Fire Marshal D'Ambrogi Reporting:
 1. 1- Single Family Dwelling fire protection system plans in
 2. 2- Single Family Dwelling fire protection system Hydro tests
 3. 2- Single Family Dwelling fire protection system final
 4. 3- Propane Line inspections
- c. BC Slusher Reporting:
 - i. 56 calls in April
 - ii. All equipment is in service.
 - iii. Pump testing will be conducted next week.
 - iv. Hose testing is in progress.
 - v. RT 130 will be held for all agencies soon.

8. Newcastle Professional Firefighter's Association

- i. Captain Shaw reported that the 1941 Van Pelt engine recently went to a wedding. He wanted to remind everyone that she's available, on a donation basis, to attend local events.

- ii. Captain Hicks is currently working with Chief D'Ambrogi on business inspections.
- iii. Chairman Kahrl thanked Captain Shaw, Engineer Costa and BC Nelson for the tour of Station 41 they gave to his son.

9. Board Committee Reports

- a. Building Committee report on the new fire station.
 - i. Director Bettencourt reporting:
 - 1. Asphalt work is being scheduled.
 - 2. The landscape meter has been installed.
 - 3. C & W has provided a thumb drive with the "As Built" information on it for Brian Toppel's review.
- b. Ad-hoc Committee report on selling the existing station and dedication of the new fire station.
 - i. Secretary Heisterkamp reporting:
 - 1. This will be discussed in the upcoming closed session.
- c. Inter-district Cooperation Ad-hoc Committee.
 - i. No report.

10. Informational/Non-Action Items

- i. None

11. Action Items

- a. Request by Mr. and Mrs. Dawson to waive the Measure B direct charge on an unusable parcel.
 - i. DM Lofrano reported that she provided the information regarding combining the parcels to Mrs. Dawson.
 - ii. BC Slusher reported that he did a visual inspection of the property. No fuel mitigation has been done. There is substantial fire load.
 - iii. Director Enos was not in favor of denying the request without further research being done regarding the usability of the parcel. The other board members stated that the Dawson's can discuss their situation with the County. If it turns out that they are not able to combine their parcels due to county restrictions, they can come back to the fire board for reconsideration of their request.
 - iv. VC Elder made a motion to deny the Dawson's request to waive the Measure B direct charge on an unusable parcel. Director Bettencourt seconds the motion. Motion carries 4/0 with Director Enos abstaining.
- b. Consider and adopt Resolution No. 23-04 adjusting Tax Measure B by a cost of Living increase of 3% for Fiscal Year 2023-2024.
 - i. VC Elder made a motion to adopt Resolution No. 23-04 as presented. Secretary Heisterkamp seconds the motion. Motion carries unanimously via roll call vote (5/0).
- c. Consider and adopt Resolution No. 23-05 adjusting Tax Measure F by a cost of Living increase of 4.9% for Fiscal Year 2023-2024.
 - i. Secretary Heisterkamp made a motion to adopt Resolution No. 23-05 as presented. Director Bettencourt seconds the motion. Motion carries unanimously via roll call vote (5/0).
- d. Consider and adopt Resolution No. 23-06 requesting collection of Measures B and F charges on the tax roll for Fiscal Year 2023-2024.
 - i. VC Elder made a motion to adopt Resolution No. 23-06 as presented. Secretary Heisterkamp seconds the motion. Motion carries unanimously via roll call vote (5/0).
- e. Consider and approve End of Year Amendments to the budget for fiscal year 2022-2023.
 - i. The budget amendments are presented with the recommendation of the Finance Committee for full board approval.

- ii. Secretary Heisterkamp briefly reviewed the proposed amendments and reported that it's looking like there will be a surplus of approximately \$40k at the end of the fiscal year. Any surplus will go to debt service.
 - iii. Secretary Heisterkamp made a motion to approve the proposed budget amendments as presented. VC Elder seconds the motion. Motion carries unanimously via roll call vote (5/0).
- f. Closed Session: The board adjourned to closed session at 7:00 p.m.**
- i. Pursuant to California Government Code § 54957.6(a) Labor Negotiations; Discussion of memorandum of understanding with Local 3800. District negotiators; Directors Enos and Heisterkamp.
 - ii. Pursuant to California Government Code § 54956.8 Conference with real property negotiators: Directors Enos and Heisterkamp. Property: 9211 Cypress St. Newcastle, CA 95658 APN: 040-175-006-000.
 - iii. The board reconvened the open session at 7:49 p.m.
 - iv. Chairman Kahrl reported that for the disposition of the old fire station, the board gave direction to district counsel.
 - v. Secretary Heisterkamp reported that the board approved the first and second bullet points on the union's negotiation items but did not approve the third and fourth items. The amended Memorandum of Understanding will be an action item at the June meeting.

12. Director's Reports

- a. None

13. Chairman Kahrl adjourned the meeting at 7:52 p.m.

Respectfully Submitted:



Patrice Metz, Recording Secretary

Approved

Newcastle Fire Protection District Revenue and Expense Report

Fiscal Year 2022/2023

	Jul 1, '22 - Jun 1...	Budget	% of Budget
Income			
REVENUE			
Property Taxes			
40010 Current Secured Property	282,254.59	297,084.13	95.0%
40020 Property Tax impounds	31.38	31.38	100.0%
40040 Railroad Unitary Property	272.24	286.57	95.0%
40050 Unitary Property	6,727.41	6,921.26	97.2%
40060 Current Unsecured	6,268.92	6,363.97	98.5%
40090 Delinquent Unsecured	55.29	55.29	100.0%
40100 Current Supplemental Prop	10,106.22	7,780.00	129.9%
40110 Delinquent Supplemental	22.12	22.12	100.0%
Total Property Taxes	305,738.17	318,544.72	96.0%
40180 Other Taxes			
40180 Other Taxes Measure B	349,029.13	367,399.08	95.0%
40180 Other Taxes Measure F	174,102.94	183,246.40	95.0%
Total 40180 Other Taxes	523,132.07	550,645.48	95.0%
42010 Investment Income	3,847.24	2,500.00	153.9%
44350 State Homeowners Relief	1,750.92	1,716.10	102.0%
45010 UAIC Grant	100,000.00	100,000.00	100.0%
45010 Cal Fire VFA Grant	1,883.99	34,620.00	5.4%
46090 Planning, pre-development	222.15	222.15	100.0%
46350 Fire Services			
Fire Recovery	1,459.80	1,500.00	97.3%
Strike Team deployments	82,855.59	85,000.00	97.5%
Total 46350 Fire Services	84,315.39	86,500.00	97.5%
46360 Other Fees and Charges			
Fire Code Compliance Inspection	11,500.00	12,000.00	95.8%
Total 46360 Other Fees and Charges	11,500.00	12,000.00	95.8%
47010 Donations	3,101.41	3,101.41	100.0%
48030 Miscellaneous			
Reimburse/construction loan	104,568.91	104,568.91	100.0%
48030 Miscellaneous - Other	2,756.58	2,756.58	100.0%
Total 48030 Miscellaneous	107,325.49	107,325.49	100.0%
Total REVENUE	1,142,816.83	1,217,175.35	93.9%
Total Income	1,142,816.83	1,217,175.35	93.9%
Expense			
EXPENSES			
52030 Fire Protective clothing	1,540.84	6,000.00	25.7%
52040 Communication Services	1,217.32	3,000.00	40.6%
52060 Station/Household Expense	4,032.82	4,200.00	96.0%
52080 General Liability Ins	25,547.00	25,547.00	100.0%
52160 Equipment Maintenance			
E41 2004 HME	18,716.82	0.00	100.0%
Supplies	200.06	0.00	100.0%

Newcastle Fire Protection District Revenue and Expense Report

Fiscal Year 2022/2023

	Jul 1, '22 - Jun 1...	Budget	% of Budget
Small Equipment	4,485.74	0.00	100.0%
Batt 41 2007 Ford	607.03	0.00	100.0%
Brush 41 2014 Freightliner	1,015.98	0.00	100.0%
52160 Equipment Maintenance - Other	0.00	26,000.00	0.0%
Total 52160 Equipment Maintenance	25,025.63	26,000.00	96.3%
52170 Fuels & Lubricants	10,337.42	12,500.00	82.7%
52180 Building maintenance	4,538.47	4,650.00	97.6%
52220 Gases, medical	675.80	1,000.00	67.6%
52260 Miscellaneous Expense			
Miscellaneous expenses	640.44	0.00	100.0%
Strike Team expenses	301.63	0.00	100.0%
Bank charges	59.00	0.00	100.0%
52260 Miscellaneous Expense - Other	0.00	2,000.00	0.0%
Total 52260 Miscellaneous Expense	1,001.07	2,000.00	50.1%
52330 General Office			
SC2660 Recording Secretary	900.00	0.00	100.0%
SC2660 Supplies	385.58	0.00	100.0%
SC2660 Website Maintenance	110.00	0.00	100.0%
52330 General Office - Other	0.00	3,250.00	0.0%
Total 52330 General Office	1,395.58	3,250.00	42.9%
52360 Special Services			
SC2820 Personnel/policies	3,636.20	3,636.00	100.0%
SC2840 Parcel collection charge	5,502.68	5,503.00	100.0%
SC2860 Prop Tax Admin costs	5,313.42	5,313.42	100.0%
SC2880 Admin Services			
Admin services	156,655.00	156,655.00	100.0%
Fire Code Inspection Fees	625.00	625.00	100.0%
Total SC2880 Admin Services	157,280.00	157,280.00	100.0%
SC2900 Audit Costs	0.00	6,500.00	0.0%
SC3070 LAFCO fees	668.76	670.00	99.8%
Total 52360 Special Services	172,401.06	178,902.42	96.4%
52370 Professional Services	15,587.97	5,580.00	279.4%
52390 County Services	3,038.48	3,038.00	100.0%
52460 Small Tools, Accessories	0.00	3,305.00	0.0%
52570 Publications Legal Notice	0.00	150.00	0.0%
52580 Special District Expense			
SC3900 Precinct Costs	500.00	500.00	100.0%
SC4000 Education & Training	1,539.00	2,000.00	77.0%
SC4050 Commission Reimburse	575.00	900.00	63.9%
Total 52580 Special District Expense	2,614.00	3,400.00	76.9%
52800 Utilities			
9350 State Hwy propane	2,792.96	2,112.00	132.2%
Phone/Cable/Internet	5,642.70	6,000.00	94.0%
Pest control	723.00	816.00	88.6%

Newcastle Fire Protection District Revenue and Expense Report

Fiscal Year 2022/2023

	Jul 1, '22 - Jun 1...	Budget	% of Budget
Sewer			
Sewer 9350 OSH	2,076.23	2,076.00	100.0%
Sewer - Other	1,080.00	1,080.00	100.0%
Total Sewer	3,156.23	3,156.00	100.0%
Garbage collection			
Garbage 9350 OSH	448.24	448.24	100.0%
Garbage collection - Other	621.18	621.18	100.0%
Total Garbage collection	1,069.42	1,069.42	100.0%
Water			
Water 9350 OSH	1,097.95	1,030.00	106.6%
Water - Other	547.99	540.00	101.5%
Total Water	1,645.94	1,570.00	104.8%
Electricity/gas			
Electricity 9350 OSH	3,442.53	4,500.00	76.5%
Electricity/gas - Other	8,127.49	8,950.00	90.8%
Total Electricity/gas	11,570.02	13,450.00	86.0%
Total 52800 Utilities	26,600.27	28,173.42	94.4%
53190 Taxes and Assessments	3.77	0.00	100.0%
53210 Grants - other	0.00	1,884.00	0.0%
53210 Cal Fire grant	7,914.89	8,836.00	89.6%
Total EXPENSES	303,472.39	321,415.84	94.4%
54440 Fixed Assets Blding/Loan	173,964.63	173,965.00	100.0%
54450 Fixed Assets Equipment	28,315.98	28,316.00	100.0%
Payroll Expenses			
51010 Salaries & Wages			
Strike team salaries	0.00	30,000.00	0.0%
51010 Salaries & Wages - Other	348,818.45	387,600.00	90.0%
Total 51010 Salaries & Wages	348,818.45	417,600.00	83.5%
51030 Extra Help			
JOA staffing	4,931.18	5,250.00	93.9%
Total 51030 Extra Help	4,931.18	5,250.00	93.9%
51040 Overtime Call Back	88,503.68	92,500.00	95.7%
51220 Payroll Tax	33,815.39	37,750.00	89.6%
51310 Employee Group Insurance	39,100.55	51,160.00	76.4%
51360 Workers Comp Insurance	37,625.00	48,600.00	77.4%
Total Payroll Expenses	552,794.25	652,860.00	84.7%
Total Expense	1,058,547.25	1,176,556.84	90.0%
Net Income	84,269.58	40,618.51	207.5%

Newcastle Fire Protection District
Check Detail
May 10 through June 18, 2023

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
05/31/2023		Service Charge	US Bank Checking	
		Service Charge	Bank charges	-6.00
TOTAL				-6.00
05/17/2023	Metz, Patrice		US Bank Checking	
05/17/2023			SC2660 Recording Secretary	-75.00
TOTAL				-75.00
05/17/2023	PCWA		US Bank Checking	
05/17/2023		9211 Cypress St 9350 OSH	Water Water 9350 OSH	-46.16 -158.31
TOTAL				-204.47
05/17/2023	South Placer Fire District		US Bank Checking	
05/17/2023			52370 Professional Services	-3,970.97
TOTAL				-3,970.97
06/01/2023	Dawson Oil Company		US Bank Checking	
06/01/2023			52170 Fuels & Lubricants	-840.16
TOTAL				-840.16
06/01/2023	FASIS		US Bank Checking	
06/01/2023			51360 Workers Comp Insuran...	-4,704.00
TOTAL				-4,704.00
06/01/2023	Hunt Propane Inc.		US Bank Checking	
06/01/2023			9350 State Hwy propane	-681.45
TOTAL				-681.45
06/01/2023	Kaiser		US Bank Checking	
06/01/2023			51310 Employee Group Insur...	-1,917.92
TOTAL				-1,917.92
06/01/2023	Metz, Patrice		US Bank Checking	
06/01/2023			SC2660 Recording Secretary	-75.00
TOTAL				-75.00
06/01/2023	PG&E		US Bank Checking	
06/01/2023			Electricity 9350 OSH	-570.47
TOTAL				-570.47

Newcastle Fire Protection District
Check Detail
May 10 through June 18, 2023

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
06/01/2023	Placer Title Company		US Bank Checking	
06/01/2023		Natural Hazard ...	52370 Professional Services	-148.00
TOTAL				-148.00
06/01/2023	Principal Life		US Bank Checking	
06/01/2023			51310 Employee Group Insur...	-456.48
TOTAL				-456.48
06/01/2023	United Healthcare		US Bank Checking	
06/01/2023			51310 Employee Group Insur...	-236.80
TOTAL				-236.80
06/01/2023	US Bank		US Bank Checking	
06/01/2023		Astound, Lunat...	Phone/Cable/Internet	-778.48
		Clark 9211 Cypr...	Pest control	-111.00
		Skyline Scaffold...	52180 Building maintenance	-53.88
		Drone piloting ...	SC4000 Education & Training	-139.00
		Quality Market ...	52060 Station/Household Exp...	-57.89
TOTAL				-1,140.25
06/07/2023	ISU Insurance Atwood Ag...	VOID:	US Bank Checking	
TOTAL				0.00
06/07/2023	Kronick, Moskovitz, Tied...		US Bank Checking	
06/01/2023		Terms of sale of...	52370 Professional Services	-2,871.50
TOTAL				-2,871.50
06/06/2023	LN Curtis & Sons		US Bank Checking	
06/06/2023		6 fire shelters	53210 Cal Fire grant	-3,779.20
TOTAL				-3,779.20
06/06/2023	Placer Hills Fire District		US Bank Checking	
06/06/2023		PHF contract A...	Admin services	-45,174.75
		Advantage gear...	53210 Cal Fire grant	-1,430.18
TOTAL				-46,604.93

Newcastle Fire Development Fees

Revenue & Expense

July 1, 2022 through June 18, 2023

	<u>Jul 1, '22 - ...</u>	<u>Budget</u>	<u>% of Budget</u>
Income			
Income Mitigation Fees			
42010 Investment Income	1,248.83	750.00	166.5%
46440 Mitigation Fees	127,550.94	75,435.00	169.1%
Interim Loan proceeds	51,919.46	52,000.00	99.8%
Total Income Mitigation Fees	<u>180,719.23</u>	<u>128,185.00</u>	<u>141.0%</u>
Total Income	<u>180,719.23</u>	<u>128,185.00</u>	<u>141.0%</u>
Expense			
54440 Fixed Assets (Buildings)			
41-01 Construction	27,744.74	27,745.00	100.0%
41-02 Administration and Legal	30,000.00	30,000.00	100.0%
41-04 Equipment	69,959.75	62,910.00	111.2%
41-06 Other Architect/Engineer	22,209.55	22,210.00	100.0%
41-10 Project Manager-inspect	7,650.00	7,650.00	100.0%
Total 54440 Fixed Assets (Buildings)	<u>157,564.04</u>	<u>150,515.00</u>	<u>104.7%</u>
54460 Fixed Assets (Equipment)			
53040 Principal	27,035.59	27,036.00	100.0%
53080 Interest	2,144.28	2,144.00	100.0%
Total 54460 Fixed Assets (Equipment)	<u>29,179.87</u>	<u>29,180.00</u>	<u>100.0%</u>
Total Expense	<u>186,743.91</u>	<u>179,695.00</u>	<u>103.9%</u>
Net Income	<u><u>-6,024.68</u></u>	<u><u>-51,510.00</u></u>	<u><u>11.7%</u></u>

Inflation Adjustment

The Fire District should adjust the fee annually for inflation in the cost of projects to be funded by the fee. A construction cost index should be based on a reputable and easily identifiable source such as the *Engineering News Record*. Any inflationary adjustment must first be authorized in the enacting resolution or ordinance approved by the County.

Reporting Requirements

The District should comply with the annual and five-year reporting requirements of Government Code section 66000 et. seq. Annually, the District must identify the fee revenues received and for what purposes they were expended.



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

THIS JOINT OPERATIONS AGREEMENT (“JOA”) is made and entered into this 24th day of May 2023 by and between the Placer Hills Fire Protection District (“PHFPD”), an independent fire district, the Penryn Fire Protection District (“PFPD”), an independent fire district, the Newcastle Fire Protection District (“NFPD”), an independent fire district, the Foresthill Fire Protection District (“FFPD”), an independent fire district and the Auburn City Fire Department (ACFD) (hereinafter each may be referred to as “Party” or collectively as “Parties.”)

**I.
RECITALS**

WHEREAS, PHFPD, PFPD, NFPD, FFPD and ACFD, 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, Each party wishes to share staffing as needed to fill vacancies.

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

1. The Parties 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. 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 employer 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.
4. The Placer Hills, Foresthill and Auburn City Duty Chiefs will be dispatched as appropriate under the closest resource agreement.
 - a. If the Placer Hills or Foresthill or Auburn City Duty Chiefs are not dispatched as the closest resource, they will be dispatched as an agency representative for all calls in the JOA that require a Duty Chief. These Chiefs may respond at their own discretion if they have employee(s) working on that particular incident.
5. When a member of the JOA has a shift opening the following will occur:
 - a. The open shift will be offered to said department's staff.
 - b. If no member of said department fills the shift, it will be offered to the JOA.
 - c. If no JOA staff are able to fill the shift, the department with the opening will mandatory one of their own employees.

E. 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.
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.

F. 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.

G. 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 \$750,000 per accident.
- iii. \$750,000 Disease per employee; \$750,000 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: \$1,000,000 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.

H. 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.

I. 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 Parties. Such withdrawing member shall perform all obligations under this JOA until the noticed date of withdrawal.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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
P.O. Box 219
Penryn, CA 95663
Attn: Fire Chief

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

Foresthill Fire Protection District
P.O. Box 1099
Foresthill, CA 95631
Attn: Fire Chief

Auburn City Fire Department
1225 Lincoln Way
Auburn, CA 95603

Q. 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.

R. MODIFICATION OF AGREEMENT

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

S. WAIVER

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

T. 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.

U. 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.

V. 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.

W. 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: _____
Richard Hercules, President
Board of Directors

AUBURN CITY FIRE DEPARTMENT

Date: _____

By: _____
David Spencer, Fire Chief

Newcastle Fire Protection District Draft Preliminary Budget FY 2023/2024

GENERAL OPERATING FUNDS	Actual 21/22	Final 22-23	Actual 6/1/2023	Prelim 23-24	
REVENUE					
Property Taxes					
40010 Current Secured Property	274,405	297,084	282,255	311,938	5%
40020 Property Tax Impounds		31	31	31	
40040 Railroad Unitary Property	275	287	272	287	
40050 Unitary Property	6,505	6,921	6,727	6,921	
40060 Current Unsecured	5,721	6,364	6,269	6,364	
40070 Delinquent Secured	-48	0	0	0	
40090 Delinquent Unsecured	51	55	55	55	
40100 Current Supplemental Prop	7,777	7,780	10,106	7,780	
40110 Delinquent Supplemental	10	22	22	22	
Total Property Taxes	294,696	318,545	305,738	333,399	
40180 Other Taxes Measure B	354,437	367,399	349,029	378,421	3%
40180 Other Taxes Measure F	174,477	183,246	174,103	192,225	4.9%
42010 Investment Income	370	2,500	3,847	500	
44350 State Homeowners Relief	901	1,716	1,751	1,716	
45010 Grants		134,620	101,884		
46090 Planning, pre-development	414	222	222	0	
46350 Fire Services					
Fire Recovery	1,965	1,500	1,460	1,500	
Strike Team deployments	15,834	85,000	82,856	49,000	
Total 46350 Fire Services	17,799	86,500	84,315	50,500	
46360 Other Fees and Charges					
Fire Code Compliance Inspection	12,375	12,000	11,500	12,000	
Total 46360 Other Fees and Charges	12,375	12,000	11,500	12,000	
47010 Donations		3,101	3,101		
48030 Miscellaneous	127	107,325	107,325	200	
Total REVENUE	855,595	1,217,175	1,142,817	968,962	

EXPENSES	Actual 21/22	Final 22/23	Actual 6/1/2023	Prelim 23-24	
52030 Fire Protective clothing	4,713	6,000	1,541	4,000	
52040 Communication Services	755	3,000	1,217	1,500	
52060 Station/Household Expense	2,069	4,200	4,033	2,500	
52080 General Liability Ins	13,023	25,547	25,547	32,410	JPRIMA
52160 Equipment Maintenance	14,840	26,000	25,026	15,000	New engine
52170 Fuels & Lubricants	11,801	12,500	10,337	12,500	
52180 Building maintenance	1,065	4,650	4,538	3,000	
52220 Gases, medical	852	1,000	676	1,000	
52260 Miscellaneous Expense	527	2,000	1,001	1,000	
52330 General Office	2,306	3,250	1,396	2,500	
52360 Special Services					
SC2820 Personnel/policies	2,519	3,636	3,636	3,700	
SC2840 Parcel collection charge	5,286	5,503	5,503	5,710	Adjusted
SC2860 Prop Tax Admin costs	5,190	5,313	5,313	5,400	County
SC2880 Admin Services	132,611	156,655	156,655	165,341	Actual
Inspection Fees reimbursement			625		
SC2900 Audit Costs	5,750	6,500	0	9,275	Single audit

Newcastle Fire Protection District Draft Preliminary Budget FY 2023/2024

GENERAL OPERATING FUNDS	Actual 21/22	Final 22-23	Actual 6/1/2023	Prelim 23-24	
SC3070 LAFCO fees	400	670	669	670	Reorg
Total 52360 Special Services	151,757	178,277	172,401	190,096	
52370 Professional Services	5,864	5,580	15,588	5,580	
52390 County Services	2,007	3,038	3,038	3,500	
52460 Small Tools, Accessories	1,884	3,305	0	2,000	
52570 Publications Legal Notice	0	150	0	150	
52580 Special District Expense					
SC3900 Precinct Costs	0	500	500		
SC4000 Education & Training	1,255	2,000	1,539	3,000	
SC4050 Commission Reimburse	850	900	575	900	
Total 52580 Special District Expense	2,105	3,400	2,614	3,900	
52800 Utilities					
Propane		2,112	2,793	3,500	
Phone/Cable/Internet	2,764	6,000	5,643	9,360	
Pest control	388	816	723	700	
Sewer	1,080	3,156	3,156	2,500	
Garbage collection	821	1,069	1,069	900	
Water	612	1,570	1,646	1,950	
Electricity/gas	12,767	13,450	11,570	7,000	
Total 52800 Utilities	18,431	28,173	26,600	25,910	New station only
53210 Cal Fire Grant		8,836	7,915		
53190 Taxes and Assessments	4		4		
Total EXPENSES	234,005	318,907	303,472	306,546	
54440 Fixed Assets Blding Loan interest	114,337	173,965	173,965	60,000	Principal 84,956 interest
54450 Equipment		30,200	28,316		
Payroll Expenses					
51010 Salaries & Wages					
Strike team salaries	1,382	30,000	0	25,000	
JOA staffing	301				
51010 Salaries & Wages - Other	371,657	387,600	348,818	446,440	
Total 51010 Salaries & Wages	373,340	417,600	348,818	471,440	
51030 Extra Help		5,250	4,931	5,250	
51040 Overtime Call Back	85,257	92,500	88,504	75,770	
51220 Payroll Tax	35,496	37,750	33,815	41,700	
51310 Employee Group Insurance	50,033	51,160	39,101	56,000	
51360 Workers Comp Insurance	41,247	48,600	37,625	49,300	Actual
Total Payroll Expenses	585,373	652,860	552,794	699,460	
Total Expense	933,715	1,175,932	1,058,547	1,150,962	
Net Revenue	-78,120	41,244	84,270	-182,000	
Beginning Fund Balance		190,740	190,740	275,010	
Ending Fund Balance		231,984	275,010	93,009	

NEWCASTLE FIRE PROTECTION DISTRICT
MITIGATION FUND PRELIMINARY BUDGET FY 2023-2024

FIRE MITIGATION FUNDS	Actual 21/22	Final 22-23	Actual 6/1/2023	Prelim 23-24	
Revenue					
42010 Investment Income	182	750	1,108	1,000	
46440 Mitigation Fees	68,968	75,435	118,261	94,600	≈80%
Interim Loan Proceeds	75,627	52,000	51,919	0	
Total Income Mitigation Fees	144,776	128,185	171,288	95,600	
Total Revenue	144,776	128,185	171,288	95,600	
Expense					
52260 Miscellaneous				20,000	Tablet Command
54460 Fixed Assets (Equipment)	29,200	29,200	29,180	29,180	Interest and principal
54440 Fixed Assets (Building)	176,578		157,564	84,956	* Interest
				60,000	* Principal
Total Expense	205,778	29,200	186,744	194,136	
Net Revenue	-61,001	98,985	-15,456	-98,536	
Beginning Fund Balance		67,206	67,206	51,750	
Ending Fund Balance		166,191	51,750	-46,786	

Note * Mitigation Fees will be used first to pay the principal and interest on the building loan. The loan has been budgeted in both the general and mitigation budgets.



NEWCASTLE FIRE PROTECTION DISTRICT

PO Box 262, 9211 CYPRESS ST, NEWCASTLE, CA 95658

916-663-3323 FAX 916-663-3907 WWW.NEWCASTLEFIRE.ORG

*DIRECTORS: Lawrence Bettencourt, Jonita Elder, Robin Enos, James Heisterkamp, William Kahrl
Fire Chief Ian Gow*

RESOLUTION No. 2023-07

RESOLUTION OF THE NEWCASTLE FIRE PROTECTION DISTRICT AUTHORIZING CHAIR KAHRL AND/OR DIRECTOR HEISTERKAMP TO SIGN ANY DOCUMENTATION PERTAINING TO THE SALE OF THE OLD FIRE STATION AT 9211 CYPRESS STREET, NEWCASTLE CA 95658.

WHEREAS, the Governing Board of the Newcastle Fire Protection District adopted Resolution No. 22-06 declaring that the property 9211 Cypress Street in Newcastle (Property), is surplus property as defined by the Surplus Land Act, Government Code section 54220 et seq., (Act); and

WHEREAS, said property is held in fee title by the District; and

WHEREAS, the Governing Board of the District directed staff to move forward with the disposal of the property in a manner permitted by law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Newcastle Fire Protection District authorizes Chair William Kahrl and/or Director Jim Heisterkamp to sign any documentation pertaining to the sale of the property at 9211 Cypress Street, Newcastle CA 95658.

APPROVED, PASSED AND ADOPTED by the Board of Directors of the Newcastle Fire Protection District at a Regular Meeting on this 21st day of June, 2023, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
William Kahrl, Board President

Attest: _____
Jim Heisterkamp, Board Secretary