



NEWCASTLE FIRE PROTECTION DISTRICT

9350 OLD STATE HIGHWAY, NEWCASTLE, CA 95658

530-878-0405 FAX 530-878-0959 WWW.NEWCASTLEFIRE.ORG

*DIRECTORS: Lawrence Bettencourt, John Burns, Jonita Elder, James Heisterkamp, Roger Lee
Fire Chief Ian Gow*

NOTICE OF A REGULAR MEETING and AGENDA

Wednesday, December 17, 2025 @ 6:00 p.m.

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

This meeting will be open to in-person attendance.

- 1. CALL MEETING TO ORDER:** Pledge of Allegiance
- 2. APPROVAL OF AGENDA:**
- 3. APPROVAL OF MINUTES:** November 19, 2025 Regular Meeting
- 4. BILL APPROVAL AND FINANCIAL REPORT:** November 2025/December 2025
- 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'Ambrogio
 - (C) Battalion Chiefs Nelson, Slusher and Williamson
- 8. NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, LOCAL 3800 REPORT**
- 9. BOARD COMMITTEE REPORTS:**
 - (A) Building Committee: Fire station (Director Bettencourt and Director Lee).
 - (B) Inter-district Cooperation Ad-hoc Committee (Chair Heisterkamp and Director Elder).
- 10. INFORMATIONAL AND DISCUSSION ITEMS:**
 - (A) Board to discuss the progress on the reorganization and the LAFCo process for Newcastle and Placer Hills Fire Protection Districts
 - (B) Status on Placer County Local Hazard Mitigation update for 2026
 - (C) Review and discuss the Sub-Joint Operations Agreement by and between Placer Hills Fire Protection District and Auburn City Fire Department
- 11. ACTION ITEMS REQUIRE A VOTE BY ROLL CALL**
 - (A) Consider and approve the first reading of an addendum to the Wellness and Fitness Program Policy
 - (B) Consider and approve meeting dates for 2026
- 12. DIRECTORS REPORTS:**
- 13. MEETING ADJOURNED:**

Next Board meeting: January 21, 2026

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.

Newcastle Fire Protection District
Minutes of Regular Board of Directors Meeting
November 19, 2025
Long Valley Community Hall
2005 Rattlesnake Rd., Newcastle, CA 95658

1. Call Meeting to Order

- a. Chairman Heisterkamp called the meeting to order at 6:00 p.m.
- b. Secretary Burns led the flag salute.
- c. All directors were present.
- d. Chief Gow, BC Slusher and BC Williamson were present.

2. Approval of Agenda

- a. VC Bettencourt made a motion to approve the agenda as presented. Director Elder seconds the motion. Motion carries unanimously (5/0).

3. Approval of Minutes

- a. Secretary Burns made a motion to approve the minutes of the September 17th regular meeting as presented. VC Bettencourt seconds the motion. Motion carries via roll call vote (3/0) with directors Heisterkamp and Elder abstaining.
- b. Chairman Heisterkamp made a motion to approve the minutes of the October 15th with the following amendment: *item 1. (e.) VC Bettencourt Chairman Heisterkamp expressed his sympathies...* Director Elder seconds the motion. Motion carries via roll call vote (3/0) with directors Burns and Bettencourt abstaining,

4. Approval of Financial Report

- a. Chairman Heisterkamp made a motion to approve the financial report as presented by Chief Gow. Director Elder seconds the motion. Motion carries unanimously (5/0).

5. Correspondence

- a. None

6. Public Comment

- a. Jennifer suggested that Newcastle develop a policy/procedure regarding battery powered vehicles. BC Slusher reported that currently there is not a county wide standard. All crews have had training on responding to battery powered vehicle fires provided by Tesla.
- b. Kathleen Kahrl stated that she ordered a battery powered lawnmower from Amazon. The equipment didn't work; however, Amazon would not take the non-functional item back because of the batteries being hazardous.
- c. Jon Anacker had a great time taking his grandkids to the Veteran's Day parade.

7. Chief's Report

- a. Chief Gow reporting:
 - i. ISO survey is complete. Newcastle's ISO rating will stay the same.
 - ii. BC Nelson has retired.
 - iii. The Tri-District awards dinner is tentatively scheduled for January 24th. More information will be forthcoming.
 - iv. South Placer (SPL) Fire Chief Duerr has resigned effective at the end of the month. Deputy Chief Darin Snedeker will be the next Fire Chief.
 - v. SPL is planning to go back to the public for a new tax measure.
 - vi. SPL is planning to respond their ambulance out of Loomis beginning in December.
 - vii. Final Lexipol updates are forthcoming.
- b. BC Williamson reporting for Fire Marshal D'Ambrogio:
 - i. SFD Plans in 0
 - ii. Hydro/Rough Inspection (SFD) 0
 - iii. SFD Final 3
 - iv. Defensible Space Inspection 0
 - v. LPG 0
- c. BC Slusher Reporting:
 - i. Call Volume YTD – 716
 - ii. Total Incidents (October) – 60
 - iii. Call Volume YTD (2024) - 688

8. Newcastle Professional Firefighter's Association

- i. No report.

9. Board Committee Reports

- a. Building Committee report on the new fire station.
 - i. VC Bettencourt reported that the showers are being upgraded during the repair process.
- b. Inter-district Cooperation Ad-hoc Committee.
 - i. Chairman Heisterkamp reporting:
 - 1. Discussions regarding the possibility of establishing a Joint Powers Authority (JPA) for South Placer Fire to provide ambulance service to Penryn and Newcastle have begun.
 - 2. The ambulance issue within Placer County is complex and will not be easy to address.

10. Informational/Non-Action Items

- a. Board to discuss the progress of the reorganization and the LAFCO process for Newcastle and Placer Hills Fire Protection Districts.
 - i. Chief Gow re-capped the process up to now.
 - 1. The final letter from LAFCO stating that the application for consolidation is complete.
 - ii. LAFCO now has 90 days to hear the application.
 - iii. LAFCO will most likely hear the application in February 2026. They will notify the public 30 days prior to the February meeting.
 - iv. Chairman Heisterkamp reported that a calendar of upcoming "key1" dates is being developed.
 - v. Secretary Burns had occasion to speak with Supervisor DeMattei. The Supervisor seems supportive of the application to consolidate.
- b. Board to review and discuss the draft Employee Physical Exam Position Paper.
 - i. Chief Gow reported that the committee will be meeting on Saturday to meet and confer with Local 3800.
- c. Status on Placer County Local Hazardous Mitigation update for 2026.
 - i. BC Williamson reported that according to the survey, wind, weather and wildfire are the top 3 main concerns of survey respondents. Community Wildfire Protection Plan (CWPP) is next.
- d. Review and discuss the Sub-Joint Operations Agreement by and between Placer Hills Fire Protection District (PHF) and Auburn City Fire Department (ABR).

Chief Gow reviewed the documents which were presented to the Auburn City Council by Chief John Rogers. The "sub-agreement" will be an extension of the existing Joint Operating Agreement (JOA) for shared staffing between PHF, NEW, Penryn Fire (RYN), Foresthill Fire (FHF) and ABR. FHF will not be a party to the new "sub-agreement".

11. Action Items

- a. Consider and adopt Resolution 2025-12 Adoption of the annual fee report, capital improvement plan and fee increase.
 - i. Chairman Heisterkamp opened the Public Hearing at 7:19 p.m.
 - ii. No public comment was received.
 - iii. Chairman Heisterkamp closed the Public Hearing at 7:23 p.m.
 - iv. VC Bettencourt made a motion to adopt Resolution 2025-12 as presented. Director Lee seconds the motion. Motion carries unanimously via roll call vote (5/0).

12. Director's Reports

- a. VC Bettencourt will be absent from the December meeting.

13. Chairman Heisterkamp adjourned the meeting at 7:25 p.m.

Respectfully Submitted:


Patrice Metz, Recording Secretary

Approved

Newcastle Fire General Fund
Revenue and Expense Report
Fiscal Year 2025/2026

	Jul 1 - Dec 9, 25	Budget	% of Budget
Income			
REVENUE			
Property Taxes			
40010 Current Secured Property	0.00	344,474.00	0.0%
40040 Railroad Unitary Property	0.00	339.00	0.0%
40050 Unitary Property	0.00	8,645.00	0.0%
40060 Current Unsecured	6,672.06	7,550.00	88.4%
40090 Delinquent Unsecured	3.11	0.00	100.0%
40100 Current Supplemental Prop	127.45	7,515.00	1.7%
40110 Delinquent Supplemental	0.66	0.00	100.0%
Total Property Taxes	6,803.28	368,523.00	1.8%
40180 Other Taxes			
40180 Other Taxes Measure B	0.00	402,978.00	0.0%
40180 Other Taxes Measure F	632.16	227,607.00	0.3%
Total 40180 Other Taxes	632.16	630,585.00	0.1%
42010 Investment Income	3,792.22	10,000.00	37.9%
44350 State Homeowners Relief	0.00	1,643.00	0.0%
46350 Fire Services			
Fire Recovery	0.00	2,500.00	0.0%
Strike Team deployments	0.00	50,000.00	0.0%
JOA staffing	5,133.94	0.00	100.0%
Total 46350 Fire Services	5,133.94	52,500.00	9.8%
46360 Other Fees and Charges			
Fire Code Compliance Inspection	1,750.00	7,500.00	23.3%
Total 46360 Other Fees and Charges	1,750.00	7,500.00	23.3%
47010 Donations	20.00	0.00	100.0%
48030 Miscellaneous	345.50	200.00	172.8%
49030 Proceeds asset sale	9,000.00	9,000.00	100.0%
Total REVENUE	27,477.10	1,079,951.00	2.5%
46360 Fuel Reimbursement	1,921.71	15,000.00	12.8%
Total Income	29,398.81	1,094,951.00	2.7%
Expense			
EXPENSES			
55510 Operating Transfer Out	11,921.05	59,413.00	20.1%
52030 Fire Protective clothing	2,448.03	5,000.00	49.0%
52040 Communication Services	0.00	500.00	0.0%
52060 Station/Household Expense	353.30	3,500.00	10.1%
52080 General Liability Ins	10,017.75	44,177.00	22.7%
52160 Equipment Maintenance	6,007.12	18,500.00	32.5%
52440 SC3460 Engine Rental	0.00	3,000.00	0.0%
52170 Fuels & Lubricants	8,360.67	25,000.00	33.4%
52380 Building maintenance	3,745.58	3,000.00	124.9%
52220 Gases, medical	973.61	3,500.00	27.8%

Newcastle Fire General Fund
Revenue and Expense Report
Fiscal Year 2025/2026

	<u>Jul 1 - Dec 9, 25</u>	<u>Budget</u>	<u>% of Budget</u>
52260 Miscellaneous Expense	122.63	1,000.00	12.3%
52330 General Office	295.76	1,500.00	19.7%
52360 Special Services			
Parcel Tax preparation	2,000.00	2,000.00	100.0%
SC2820 Personnel/policies	162.50	4,500.00	3.6%
SC2840 Parcel collection charge	0.00	6,306.00	0.0%
SC2860 Prop Tax Admin costs	0.00	6,086.00	0.0%
SC2880 Admin Services	46,067.50	184,270.00	25.0%
SC2900 Audit Costs	0.00	6,750.00	0.0%
SC3070 LAFCO fees	0.00	1,530.00	0.0%
Total 52360 Special Services	<u>48,230.00</u>	<u>211,442.00</u>	<u>22.8%</u>
52370 Professional Services	6,312.12	11,500.00	54.9%
52390 County Services	0.00	6,220.00	0.0%
52460 Small Tools, Accessories	41.83	2,000.00	2.1%
52570 Publications Legal Notice	104.27	150.00	69.5%
52580 Special District Expense	250.00	3,900.00	6.4%
52800 Utilities	11,753.01	38,950.00	30.2%
53190 Taxes and Assessments	<u>8.43</u>	<u>0.00</u>	<u>100.0%</u>
Total EXPENSES	<u>110,945.16</u>	<u>442,252.00</u>	<u>25.1%</u>
54450 Fixed Assets Equipment	26,684.83	26,232.00	101.7%
Payroll Expenses			
51010 Salaries & Wages	190,954.59	485,255.00	39.4%
51030 Extra Help	2,198.18	5,250.00	41.9%
51040 Overtime Call Back	76,041.59	100,000.00	76.0%
51220 Payroll Tax	21,361.22	51,190.00	41.7%
51310 Employee Group Insurance	30,124.28	76,500.00	39.4%
51360 Workers Comp Insurance	<u>23,669.00</u>	<u>49,954.00</u>	<u>47.4%</u>
Total Payroll Expenses	<u>344,348.86</u>	<u>768,149.00</u>	<u>44.8%</u>
Total Expense	<u>481,978.85</u>	<u>1,236,633.00</u>	<u>39.0%</u>
Net Income	<u>-452,580.04</u>	<u>-141,682.00</u>	<u>319.4%</u>

Newcastle Fire General Fund
Check Detail
November 15 through December 9, 2025

Date	Name	Memo	Account	Paid Amount
11/20/2025	Advantage Gear		General Operating funds	
11/20/2025		Hickok Uniform	52030 Fire Protective clothing	-104.03
TOTAL				-104.03
11/20/2025	Hunt and Sons		General Operating funds	
11/20/2025			52170 Fuels & Lubricants	-1,397.38
TOTAL				-1,397.38
11/20/2025	Principal Life		General Operating funds	
11/20/2025			51310 Employee Group Insurance	-162.50
TOTAL				-162.50
11/20/2025	United Healthcare		General Operating funds	
11/20/2025			51310 Employee Group Insurance	-124.40
TOTAL				-124.40
11/21/2025	Placer County Treasury		Placer County	
11/21/2025			55510 Operating Transfer Out	-11,921.05
TOTAL				-11,921.05
11/25/2025	Nationwide Retirement Solutions		Placer County	
11/25/2025			Payroll Liabilities	-2,000.00
			51310 Employee Group Insurance	-1,326.92
TOTAL				-3,326.92
11/24/2025	Nationwide Retirement Solutions	VOID:	Placer County	
TOTAL				0.00

Newcastle Fire Development Fees

Revenue & Expense

July 1 through December 9, 2025

	Jul 1 - Dec 9, 25	Budget	% of Budget
Income			
Income Mitigation Fees			
42010 Investment Income	197.55	1,000.00	19.8%
46440 Mitigation Fees	53,265.36	50,000.00	106.5%
Total Income Mitigation Fees	53,462.91	51,000.00	104.8%
Total Income	53,462.91	51,000.00	104.8%
Expense			
Operating Transfer Out	60,184.20	84,600.00	71.1%
Total Expense	60,184.20	84,600.00	71.1%
Net Income	-6,721.29	-33,600.00	20.0%

Newcastle Fire - USDA
Profit & Loss
July 1 through December 9, 2025

	Jul 1 - Dec 9, 25
Income	
42010 Investment Income	934.75
49080 Operating Transfer In	72,105.25
Total Income	73,040.00
Expense	
53060 Bond Interest	41,105.25
Total Expense	41,105.25
Net Income	31,934.75



PLACER HILLS – NEWCASTLE – PENRYN FIRE PROTECTION DISTRICTS



Date: December 11, 2025
To: Newcastle Fire Protection District Board of Directors
Cc: Ian Gow, Fire Chief; All Personnel
From: Matthew Slusher, Battalion Chief - Operations
Subject: Newcastle Fire Response Statistics – November



Response Statistics

- **Calls for Service –**
 - Fires – 6
 - Over Pressure, Rupture, Explosion - 0
 - Rescue & EMS - 37
 - Hazardous Condition - 3
 - Service Call - 6
 - Good Intent Call - 10
 - False Alarm & False Call - 1
 - Severe Weather - 0
- **Total Incidents October 2025 - 63**

- **Aid Given to other fire agencies - 20**
- **Aid Received from other fire agencies - 2**

- **Total Incidents Year-to-Date 2025 773**

- **Total Incidents Year-to-Date 2024 732**



AUBURN CITY COUNCIL STAFF REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	John Rogers, Fire Chief
BUSINESS TYPE:	Council Business
MEETING DATE:	November 10, 2025
SUBJECT:	Sub-Joint Operations Agreement with the Placer Hills Fire Protection District

Action Requested

By Resolution, authorize the Fire Chief to enter into a Sub-Joint Operations Agreement with the Placer Hills Fire Protection District for Shared Administrative, Command and Control, Fire Prevention, and Related Services.

Background

On July 24, 2023, the City Council authorized the Fire Chief to enter a Joint Operations Agreement with the Placer Hills, Newcastle, Penryn, and Foresthill Fire Protection Districts to increase cooperation between the parties in providing emergency services through shared resources, including personnel. This agreement has been utilized to provide shared staffing throughout the represented agencies with success. This agreement also allows sub-Joint Operations Agreements between the individual parties, such as the one attached to this staff report.

The Auburn Fire Department and the Placer Hills Fire Protection District, who also administers the Newcastle and Penryn Fire Protection Districts, are facing growing challenges, including budget constraints, staffing limitations, and increasing service demands. These issues, while not unique, strain the agencies' ability to provide high-quality administrative support for critical functions such as fire prevention, training, personnel management, and financial oversight.

The 2023 Joint Operations Agreement has assisted all represented agencies with maintaining constant operational staffing at the engine company level. This is accomplished by sharing personnel between the city and districts. Creating a Sub-Joint Operations Agreement for Shared Administrative, Command and Control, Fire Prevention, and Related Services will provide an opportunity to address administrative, operational, and prevention related challenges collaboratively, while optimizing available resources and enhancing service delivery in both jurisdictions.

No compensation will be given or received by either party to the proposed Sub-Joint Operations Agreement, making it a sustainable approach to improving efficiency and service quality. By working together, both agencies can reduce duplication of efforts, stabilize administrative costs, and strengthen the depth of support for programs such as fire inspections, personnel training and succession planning, program development and implementation, grant acquisition and management, community risk assessments, and emergency response coordination.

This collaborative approach reflects the administrative responsibility to manage limited funding in an efficient and effective manner for the benefit of the public. Sharing staff from both agencies would also increase operational depth across administrative functions, enhance command and control capabilities, and strengthen support for day-to-day operations.

Community Benefit

This collaboration will provide the citizens of Auburn with more reliable fire prevention, training, and emergency services, supported by stronger and more efficient administrative services.

Alternatives to Recommended Action

The City Council may choose not to approve the Sub-JOA. However, staff advises against this option. Without this action, the Auburn Fire Department will continue to see a strain on administrative functions, reduced efficiency, and missed opportunities for program development and implementation.

CEQA Requirements

This item does not qualify as a project under CEQA and is therefore exempt from its requirements.

Fiscal Impact

No compensation will be given or received by either party to the proposed Sub-Joint Operations Agreement. It allows the Auburn Fire Department to share personnel to perform Administrative, Command and Control, Fire Prevention and Related Services.

Attachments

- A. Sub-Joint Operations Agreement
- B. Resolution
- C. Shared Administrative Services Presentation

**SUB-JOINT OPERATIONS AGREEMENT BY AND BETWEEN
PLACER HILLS FIRE PROTECTION DISTRICT AND AUBURN CITY FIRE
DEPARTMENT FOR SHARED ADMINISTRATIVE, COMMAND AND
CONTROL, FIRE PREVENTION AND RELATED SERVICES**

THIS SUB-JOINT OPERATIONS AGREEMENT ("SUB-JOA") is made and entered into this **XX day of XXXX, 2025** by and between the Placer Hills Fire Protection District ("PHFPD"), 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, the PHFPD and the ACFD seek to collaborate on administrative, non-disciplinary command and control, fire prevention, and other related fire service functions; and

WHEREAS, both Parties acknowledge that improved collaboration enhances regional efficiency, public safety, and fire service effectiveness; and

WHEREAS, the Parties have previously entered into a Master Joint Operations Agreement ("Master JOA") dated July 26, 2023 with each other and the Penryn Fire Protection District, Newcastle Fire Protection District, and Foresthill Fire Protection District, for the purpose of supporting joint fire operations; and

WHEREAS, this SUB-JOA is being entered into pursuant to and in support of that Master JOA and outlines specific terms related to administrative, non-disciplinary command and control, fire prevention, and related functions.

NOW, THEREFORE, pursuant to the authority granted by Government Code sections 6502 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 SUB-JOA between the Parties is hereby established as follows:

**II.
TERMS AND CONDITIONS**

A. INTENT

1. The Parties agree that this SUB-JOA contemplates and allows for circumstances in which one agency may enter into individual agreements with other fire agencies, including other Parties to the Master and SUB-JOA, to provide fire related services.
2. This SUB-JOA constitutes an agreement by the Parties to cooperate in sharing certain services relating to fire administration, fire prevention, and firefighting,

activities, EMS and emergency/disaster management in the collective geographic services areas of Auburn and Placer Hills. The Parties desire to maximize the use of existing resources, create cost containment opportunities, maintain local control and continue to deliver firefighting, rescue and emergency medical services. The Parties do not intend this SUB-JOA to be a mechanism for the provision of new or extended services within either Party's jurisdiction; to the extent Government Code section 56133 applies to this SUB-JOA, this SUB-JOA is between two public agencies, consistent with Government Code section 56133(e)(1), to provide public services as an alternative to, or substitute for, public services already being provided, with the level of services to be provided under this SUB-JOA being consistent with the existing level of service contemplated. This SUB-JOA shall not constitute a "fire protection contract," as the term is used in Government Code section 56134 because: (i) it is not entered into pursuant to Government Code section 55600 et seq. or Public Resources Code section 4141 et seq., and (ii) there shall be no transfer of responsibility for providing fire protection services from one Party to the other under this SUB-JOA and no change in employment status of employees of either Party hereunder; rather the Parties shall jointly administer fire protection services with the ultimate responsibility for providing fire protection services remaining with each Party for its jurisdiction. During the duration of this SUB-JOA, the Parties will continue to explore further opportunities to work jointly in delivering efficient emergency and fire related services to the public.

B. SHARED ADMINISTRATIVE SERVICES

1. The Parties agree that sharing of administrative services is a strategic means of achieving efficiencies and cost stabilization through economies of scale and will provide a higher level of service to the citizens and visitors of both jurisdictions and is in both Parties' best interests.
2. The Parties shall establish protocols to support the SUB-JOA. Protocols may include items relating to administrative, non-disciplinary command and control, fire prevention, and related services.

C. COMMAND AND CONTROL

The Parties shall establish protocols for the supervision and incident command of emergency personnel and resources of the Parties. Such protocols shall be approved by the chief officers 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, subject to the limitations set forth herein.

1. 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.

2. For the purposes of this SUB-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 would follow the Party's applicable labor and employment Memorandum of Understandings ("MOU's") for its respective bargaining units and/or personnel rules.

D. FIRE PREVENTION

1. The Parties shall establish protocols for shared fire prevention and related services. Such protocols shall be approved by the chief officers of the respective Parties. Any such protocols may include, but are not limited to, fire prevention activities of a complex nature, promoting community awareness of public safety, and emergency preparedness activities.

E. JOINT USE OF PERSONNEL

1. Each Party, upon request of the other Party, shall provide support for administrative, non-disciplinary command and control, and other fire prevention related services in the same manner as if the previously listed functions were being completed by the requesting Party's personnel.
2. The Parties agree that this is a cost neutral agreement, and no compensation will be given or received by either Party. Each Party is responsible for all of their incurred personnel costs.
3. This SUB-JOA authorizes PHFPD and ACFD to share designated personnel as mutually agreed upon. Shared positions may include all chief officers, fire prevention personnel, administrative staff, and any other support personnel.

4. In no event shall this SUB-JOA be interpreted to, nor shall it: (i) transfer responsibility for providing services in the jurisdictional boundaries of the Parties, or (ii) change the employment status of any employee of the Parties. Nothing herein shall impact, impair, or alter any existing labor and employment MOUs for the bargaining units for the respective Parties.
5. ACFD and/or the City of Auburn shall be solely responsible for all salary, benefits, retirement, worker's compensation, and insurance for the ACFD employees performing services pursuant to this SUB-JOA and they shall only be considered employees of ACFD and/or the City of Auburn for all supervisory, disciplinary, grievances, complaints, and other employment related purposes.
6. PHFPD shall be solely responsible for all salary, benefits, retirement, worker's compensation and insurance for the PHFPD employees performing services pursuant to this SUB-JOA and they shall only be considered employees of PHFPD for all supervisory, disciplinary, grievances, complaints, and other employment related purposes.
7. Auburn's City Manager will supervise the ACFD Fire Chief on Auburn matters, and will provide direction to the ACFD Fire Chief regarding any desired special projects or services to be performed for Auburn. The PHFPD Board of Supervisors will supervise the PHFPD's Fire Chief on PHFPD matters, and will provide direction to the PHFPD Fire Chief regarding any desired special projects or services to be performed for PHFPD.
8. The Parties agree to collaborate as needed to avoid duplication of efforts and to maximize benefits to both organizations.

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 SUB-JOA. Such policies or protocols, or contracts or sub-agreements, shall not be detrimental to the Master JOA or this SUB-JOA or any Party to the Master JOA or SUB-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 the Master and SUB-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 Party and its officers, officials, board members, employees, agents, and volunteers (the “Indemnified Party”) from and against any and all actions, assessments, counts, citations, claims, costs (including without limitation litigation cost and attorney, expert witness, and consultant fees), damages, demands, judgments, liabilities (legal, administrative, or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, and causes of action of every kind and nature arising out of or related to the Indemnifying Party’s performance under this SUB-JOA, including but not limited to any claims raised by an Indemnifying Party’s employee regarding actual or alleged violation(s) of federal, state, or local employment law; entitlement to employment benefits or other compensation; and/or breach of any labor and employment MOU or personnel rules, except when caused by and only to the extent of the sole negligence or willful misconduct of the Indemnified Party.
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.
3. The Parties agree that the covenants contained in this Paragraph G of this SUB-JOA shall survive the expiration or termination of this SUB-JOA.

H. INSURANCE

As a material condition of this SUB-JOA, both Parties shall maintain insurance or lawful self-insurance meeting or exceeding the requirements set forth in Paragraph G of the Master JOA, incorporated herein by reference, as may be amended from time to time.

I. ADDITIONAL PARTIES

Other Placer County fire agencies may make a written request to the Master JOA membership to become a member of the Master JOA, as provided therein. The request shall indicate a commitment to the intent of the Master JOA and all provisions of Master JOA. Once a member of the Master JOA, new members may petition the Parties to this SUB-JOA to participate in this SUB-JOA. Approval to participate in the Master JOA or this SUB-JOA requires concurrence of all signatory Parties of the Master JOA and SUB- JOA, as applicable.

J. TERMINATION

Either Party may terminate this SUB-JOA without penalty upon ninety (90) days' written notice to the other Party. Such terminating Party shall perform all obligations under this SUB-JOA until the noticed date of termination. Termination from the SUB-JOA will have

no impact to the Master JOA, unless the Party has also requested to withdraw from the Master JOA in accordance with Paragraph I of the Master JOA, incorporated herein by reference, as may be amended from time to time.

K. RELATIONSHIP OF PARTIES

Nothing in this SUB-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. Neither Party shall have any power to incur any debt, obligation, or liability on behalf of the other Party or otherwise to act on behalf of the other Party as an agent. Neither Party nor any of its agents shall have control over the conduct of the other Party or any of the other Party's employees, except as set forth in this SUB-JOA. Neither Party shall represent that it is, or that any of its agents or employees are, in any manner employees of the other Party. Under no circumstances shall a Party or its employees look to the other Party as an employer nor shall any employee of a Party be entitled to any employment related benefits from the other Party.

L. INDEPENDENT CONTRACTOR

Each Party, in the performance of this SUB-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 but not limited to unemployment insurance, retirement, worker's compensation, social security, and income taxes with respect to its employees.

M. NO THIRD-PARTY BENEFICIARIES

This SUB-JOA shall not be construed to create any third-party beneficiaries. Except as otherwise expressly provided herein, this SUB-JOA is for the sole benefit of the Parties hereto. This SUB-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 SUB-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 SUB-JOA, the Parties shall comply with all applicable laws in performing services under this SUB-JOA.

0. STANDARD OF CARE

In performing services under this SUB-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

Auburn City Fire Department
1225 Lincoln Way
Auburn, CA 95603
Attn: Fire Chief

Q. ENTIRE AGREEMENT

The Parties agree that the Master JOA and this SUB-JOA constitute the sole and only agreements between them representing shared administrative, non-disciplinary command and control, fire prevention, and related services and correctly sets forth their obligations and duties with respect to each other.

R. MODIFICATION OF AGREEMENT

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

S. WAIVER

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

T. SEVERABILITY

Should any provision of this SUB-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 SUB-JOA.

U. COUNTERPARTS

This SUB-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 SUB-JOA to the other Party.

V. EXECUTION

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

W. CONSTRUCTION

Each Party to this SUB-JOA has consulted with legal counsel regarding the terms of this SUB-JOA, or has voluntarily chosen not to engage legal counsel, and each Party fully understands each term contained herein. Each Party knowingly and voluntarily enters into this SUB-JOA and knowingly and voluntarily agrees to each term contained herein. All of the undersigned Parties agree that they and their legal counsel, as applicable, have reviewed and have had an opportunity to revise this SUB-JOA, that no single Party shall be deemed to have drafted this SUB-JOA or any portion thereof, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this SUB-JOA.

X. WARRANTY OF AUTHORIZATION

Each Party represents and warrants that the person executing this SUB-JOA is a duly authorized representative with actual authority to bind the Party to each and every term, condition, and obligation contained in this SUB-JOA and that all requirements relating to such authority have been fulfilled.

Y. 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 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**

By:

Date: _____

Alex Harvey, President
Board of Directors

Date: _____

AUBURN CITY FIRE DEPARTMENT

By:

John Rogers, Fire Chief

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RESOLUTION NO. 25-
RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO A SUB-JOINT
OPERATIONS AGREEMENT WITH THE PLACER HILLS FIRE PROTECTION
DISTRICT FOR SHARED ADMINISTRATIVE, COMMAND AND CONTROL, FIRE
PREVENTION AND RELATED SERVICES.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY APPROVE:

That the City Council of the City of Auburn does hereby authorize the
the Fire Chief to enter into a Sub-Joint Operations Agreement with the Placer
Hills Fire Protection District for Shared Administrative, Command and Control,
Fire Prevention and Related Services, attached hereto as Exhibit "A" (the "SUB-
JOA") and incorporated herein by this reference, and authorizes the Fire Chief
to execute the SUB-JOA on behalf of the City.

DATED: November 10, 2025

Sandra Amara, Mayor

ATTEST:

Amy Lind, City Clerk

I, Amy Lind, City Clerk of the City of Auburn, hereby certify that the foregoing
resolution was duly passed at a regular meeting of the City Council of the City
of Auburn held on November 10th, 2025 by the following vote on roll call:

Ayes:
Noes:
Absent:

Amy Lind, City Clerk



Item 6

**SUB-JOINT OPERATIONS AGREEMENT FOR SHARED
ADMINISTRATIVE, COMMAND & CONTROL, FIRE PREVENTION, AND
RELATED SERVICES SERVICES**

WHY ARE WE HERE? PURPOSE?

- **EXPAND ON THE EXISTING JOINT OPERATIONS AGREEMENT**
 - **ORIGINAL AGREEMENT HIGHLIGHTS AREAS OF COOPERATION, INCLUDING:**
 - **FIRE PREVENTION**
 - **OPERATIONS**
 - **ADMINISTRATIVE SERVICES**

WHERE ARE WE?

- **FIRE SERVICE DELIVERY HAS SIGNIFICANTLY INCREASED IN COST**
- **STAFFING LEVELS HAVE BEEN REDUCED**
- **UNFUNDED STATE MANDATES**
- **COMMUNITY EXPECTATIONS CONTINUE TO EVOLVE AND INCREASE**
- **FINANCIAL SUPPORT IS LIMITED**

WHAT CAN WE DO TO IMPROVE?

- **EXPLORE EFFICIENCY MODELS**
- **COLLABORATE**
- **REDUCE/ELIMINATE DUPLICATION OF EFFORTS**
- **STABILIZE COSTS**
- **ENHANCE THE QUALITY OF SERVICES TO OUR COMMUNITIES**

CHALLENGES:

- **DUPLICATION OF EFFORTS**
- **LIMITATIONS TO:**
 - **SPECIALIZED ROLES; LIMITS ABILITY TO MEET ADMINISTRATIVE DEMANDS AND FULFIL MANDATES**
- **SERVICE DELIVERY EXPECTATIONS**
- **REGIONAL REPRESENTATION**

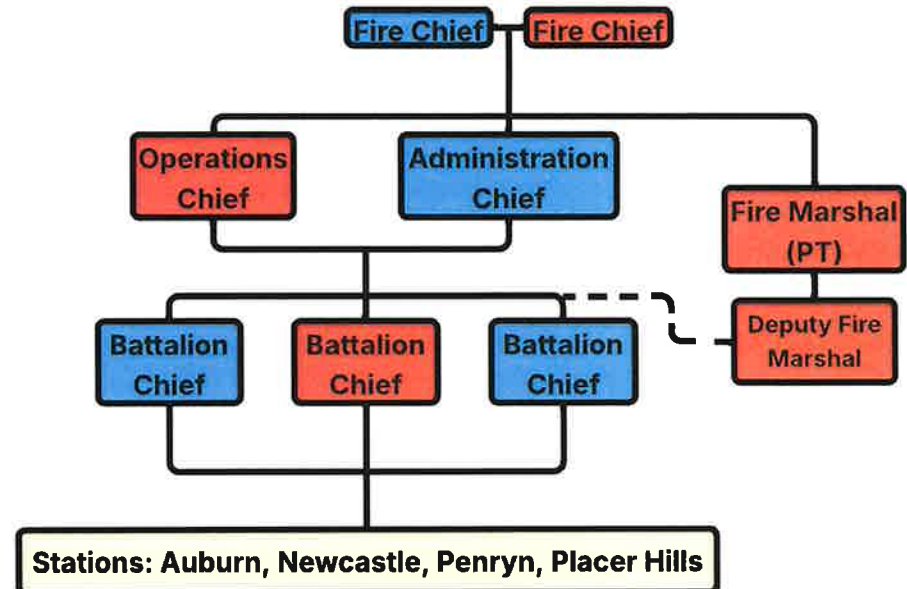
BENEFITS:

- **ENHANCE SERVICE**
- **IMPROVE INTEROPERABILITY**
- **INCREASE COLLABORATION**
- **OPTIMIZE RESOURCES**
- **CREATE OPPORTUNITIES**
- **OPTIMIZE FUNDING OPPORTUNITIES**
- **STABILIZE COSTS**
- **INCREASE COMMUNITY ENGAGEMENT**
- **IMPROVED COMMUNICATION**

SHARED FUNCTIONS:



HOW IT WILL LOOK:



PHFD
AFD

QUESTIONS AND DISCUSSION

- **SHARED ADMINISTRATIVE, COMMAND & CONTROL, FIRE PREVENTION, AND RELATED SERVICES BETWEEN THE AUBURN FIRE DEPARTMENT AND THE PLACER HILLS FIRE PROTECTION DISTRICT**

Wellness and Fitness Program

1021.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the guidelines for the Wellness and Fitness Program that will assist members in developing greater stamina and strength, decreasing the risk of injury, disability or death from disease or injury, improving performance, increasing energy and recovering more quickly from strenuous and exhaustive work.

1021.1.1 POLICY

It is the policy of the Placer Hills-Newcastle Fire District that the wellness and fitness of its members is an organizational priority.

1021.2 PROGRAM COMPONENTS

1021.2.1 MEDICAL EXAMINATIONS

All firefighting members should have an annual medical examination. Medical examinations specifics should be established by a qualified health care professional but may include:

- Medical history
- Blood draw/analysis
- Vital signs
- Cardiovascular
- Pulmonary
- Gastrointestinal
- Genitourinary, hernia exam
- Lymph nodes exam
- Neurological exam
- Musculoskeletal
- Urinalysis
- Vision test
- Hearing
- Chest X-ray (initial baseline with repeat every five years or as required)
- Cancer screening

1021.2.2 FITNESS EVALUATIONS

All firefighting members should have an annual fitness evaluation consisting of an assessment questionnaire (developed by a qualified health care professional) and testing to evaluate immunization and disease screening, and physical fitness and conditioning.

Placer Hills-Newcastle Fire District

Joint Fire District Policy Manual

Wellness and Fitness Program

1021.2.3 IMMUNIZATION AND DISEASE SCREENING

All firefighting members should have an annual immunization and disease screening to ensure all recommended vaccinations against work-related exposures are current and that members are free from work-related disease. Specific vaccinations and diseases should be identified by a qualified medical professional but may include:

- Tuberculosis
- Hepatitis C
- Hepatitis B
- Tetanus/diphtheria vaccine (booster every 10 years)
- Measles, mumps, rubella (MMR)
- Polio
- Influenza
- H1N1
- HIV (optional)

1021.2.4 PHYSICAL FITNESS AND CONDITIONING

A physical fitness and conditioning program should correspond to the physical movement patterns and aerobic capacity required in the performance of firefighter duties. The program should also provide, for example, fitness equipment in fire stations with the available space or a fitness club membership to a facility that is within the fire station's response area. The fitness and conditioning program should be developed in coordination with a trained and certified fitness and conditioning trainer and should comply with the Physical Fitness Policy.

1021.2.5 PEER FITNESS TRAINERS

Volunteers should be solicited to serve as peer fitness trainers (PFTs). Selected PFTs shall receive specialized fitness and conditioning training and education sufficient to pass certification requirements. PFTs will assist in the promotion of the Wellness and Fitness Program and be capable of assisting firefighters on a one-to-one basis to increase levels of fitness.



PLACER HILLS - NEWCASTLE FIRE PROTECTION DISTRICT



Policy 1021 Wellness and Fitness - Addendum

1021.2.6

- 1. The District agrees to provide cancer screening and cancer preventative screenings. Parties (District and Local 3800 Representative) agree to meet every six months to make any necessary adjustments to District practice/policy to ensure employees are properly covered.**
- 2. The District will schedule and pay for the annual exam.**
- 3. The District will pay for the DMV paperwork if needed by the employee.**
- 4. Employees who decline the District physical may see their own physicians, and may provide a signed letter from the examiner. The District will pay for any costs not covered by the employees' insurance.**
- 5. Employees who decline any physical exam must pass the pack test, which will be administered by the District. They will be required to sign a waiver regarding refusing the exam and taking the pack test.**

PLACER HILLS-NEWCASTLE FIRE PROTECTION DISTRICT
Waiver of Physical Examination

Firefighters and emergency response staff face higher health risks due to the demands and stresses of the job. Accordingly, the Placer Hills-Newcastle Hills Fire Protection District (“District”) requires District employees to complete an annual physical examination in accordance with District Policy 1021 – Wellness and Fitness Program. Employees that do not wish to participate in the physical examination will be required to complete a walking test (the “Pack Test”) administered by the District.

1. Purpose of Waiver

This document acknowledges that the undersigned employee has been offered the opportunity to participate in the District’s physical exam and health screening, which may include medical evaluations, cardiac assessments, cancer screening, and/or other preventive health measures intended to support wellness and job readiness.

The employee is choosing to decline the annual physical exam and/or health screening for the current year.

2. Acknowledgment of Information Provided

By signing below, I acknowledge that:

- a. I have read and understand District Policy 1021 – Wellness and Fitness Program.
- b. I have been informed of the purpose of the physical exam and health screening, including:
 - Supporting the early detection of potential health risks;
 - Promoting wellness and long-term occupational health;
 - Assisting the District in ensuring safe performance of duties.
- c. I understand that some medical evaluations may be required by law and cannot be waived.
- d. I have been given the opportunity to ask questions regarding the exam and health screening.

3. Requirement to Complete Pack Test

I understand and agree that if I decline the District’s physical exam, I am required to complete the Pack Test, a District-administered walking test, as an alternative functional assessment.

I acknowledge that:

- The Pack Test is used to assess my basic functional capacity for duty-related physical activity.
- Completion of the Pack Test does not replace any legally mandated medical evaluations or fitness determinations required for my position.
- Failure to complete the required Pack Test may result in restrictions on duties or other actions consistent with District policy and applicable law.

4. **Voluntary Waiver of Physical Exam**

I decline the annual physical exam offered by the District for this year. I understand that by declining:

- I may forgo early detection of potential health issues;
- I must complete the Pack Test in lieu of the physical exam;
- This waiver does not exempt me from any required medical evaluations;
- The District may still require medical or fitness review if needed to comply with safety or legal obligations.

5. **Release of Liability**

To the extent allowed under California law, I release and hold harmless the District, its officials, employees, and agents from claims arising from my voluntary decision to decline the physical exam and/or health screening.

I understand that this release does not waive or alter any rights or obligations that cannot be legally waived under California law.

6. **Certification**

I certify that I am signing this document knowingly and voluntarily, without coercion, and that I understand the consequences of declining the physical exam/health screening and my obligation to complete the Pack Test in lieu of the physical exam.

Employee Signature: _____ **Date:** _____

Printed Name: _____

Chief Signature: _____ **Date:** _____

Printed Name: _____



NEWCASTLE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

*Lawrence Bettencourt, John Burns, Jonita Elder, James Heisterkamp, Roger Lee
Fire Chief Ian Gow*

REGULAR MEETINGS OF THE BOARD OF DIRECTORS FOR 2026

Third Wednesday of every month. All meetings start promptly at 6 pm.

January 21, 2026
February 18, 2026
March 18, 2026
April 15, 2026
May 20, 2026
June 17, 2026
July 15, 2026
August 19, 2026
September 16, 2026
October 21, 2026
November 18, 2026
December 16, 2026