

# REPORT TO CITY COUNCIL

**City of Nevada City**

317 Broad Street  
Nevada City, CA 95959

[www.nevadacityca.gov](http://www.nevadacityca.gov)

**November 12, 2014**

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**TITLE: Fire Department Shared Services Update**

**RECOMMENDATION:** Receive Fire Department Shared Services Update and provide direction to the City Manager to evaluate and present alternative Fire Department service delivery options.

**CONTACT:** Mark Prestwich, City Manager

**BACKGROUND / DISCUSSION:**

For 13 years, the City of Grass Valley Fire Department, Nevada City Fire Department and Nevada County Consolidated Fire District have successfully shared operational resources in a Joint Operational Area (JOA) providing excellent medical, rescue and response to a large part of western Nevada County. A copy of the Operational Area Agreement is attached to this report.

In July 2014, a Technical Committee comprised of Fire personnel and professional agency staff representing the Penn Valley Fire Protection District, Nevada County Consolidated Fire District, City of Grass Valley and the City of Nevada City were actively participating in discussions related to sharing a single Fire Chief. Part of the motivation stemmed from the fact that the Consolidated Fire District and Grass Valley Fire Department were operating with interim Fire Chiefs. Foreseeable benefits included a desire to maximize use of our existing resources, create cost containment opportunities, maintain local control, and continue to deliver fire and emergency medical services at a high level of service by sharing administrative resources.

On August 14, a "Working Group" comprised of elected officials from Nevada City, Grass Valley and Consolidated Fire District met to discuss and review two options prepared by the Technical Committee (prior to the meeting Penn Valley Fire Protection District decided not to continue discussions regarding a shared Fire Chief position). The Working Group selected a preferred option that included proportional cost-sharing among the remaining three agencies for a single Fire Chief and asked the Technical Committee to prepare implementation documents for further review. The proportional financial cost to the City of Nevada City was approximately \$18,000 per year.

Several unanticipated actions by the Consolidated Fire District Board of Directors have since introduced new challenges to continuing the shared Fire Chief discussions, as well as the provision of fire services within the operational area generally. While the

shared Fire Chief concept remains a possibility, the following developments have shifted the focus of discussions:

- The Consolidated Fire District created a Deputy Chief Position on September 18, and formally appointed two of their existing staff to the Fire Chief and Deputy Fire Chief positions on October 16.
- The Consolidated Fire District provided written notice (attached) to the City that they intend to remove three firefighters from the co-staffed fire station on Providence Mine Road on April 19, 2015.

The above developments have shifted discussions away from the shared Fire Chief concept at the moment to a discussion of the reciprocal value (or equity) of the existing working relationship among the three agencies. Staff is awaiting three years of detailed call data and will be analyzing the data to further evaluate the equity of our working relationship.

Additionally, it is now necessary to evaluate other operational staffing models, service level impacts and options because the planned removal of three professional personnel from the co-staffed fire station requires a comprehensive evaluation of alternatives and consultation with our partner agencies.

**ENVIRONMENTAL CONSIDERATIONS:**

Not applicable.

**FISCAL IMPACT:**

This report provides a status report on the shared Fire Chief concept. Additional analysis will present fiscal impacts and options related to various alternatives.

**ATTACHMENTS:**

1. Joint Operational Agreement
2. October 18 Letter From Consolidated Fire Chief James Turner

**MASTER AGREEMENT BETWEEN CITY OF GRASS VALLEY, CITY OF  
NEVADA CITY AND THE NEVADA COUNTY CONSOLIDATED FIRE  
PROTECTION DISTRICT FOR THE PURPOSE OF PROVIDING  
RECIPROCAL FIRE PROTECTION AND RELATED SERVICES UNDER THIS  
JOINT OPERATIONS AGREEMENT**

**THIS AGREEMENT** is made and entered into this 28<sup>th</sup> of *February*, 2014 by and between the City of Grass Valley, a municipal corporation, the City of Nevada City, a municipal corporation and the Nevada County Consolidated Fire Protection District, an Independent Fire Protection District. This Agreement shall be known as the Master Joint Operations Agreement among City of Grass Valley Fire Department, City of Nevada City Fire Department and the Nevada County Consolidated Fire Protection District (referred to herein as the “Joint Operations Agreement”, “JOA” or “the Master Agreement”) and shall be the basis for cooperation in the provision of fire and emergency services between all parties. Each party may be referred to in this Agreement as “party” or collectively as “parties” or “departments.”

**RECITALS**

WHEREAS, the City of Grass Valley entered into a Joint Operations Agreement with the Nevada County Consolidated Fire District dated the 24<sup>th</sup> day of October, 2000 and the City of Nevada City entered into a separate Joint Operations Agreement with Nevada County Consolidated Fire District dated the 20<sup>th</sup> day of October, 2003 and the City of Grass Valley and the City of Nevada City entered into a separate Joint Operations Agreement on August 13, 2012, all of which describe a basis for greater cooperation among the fire agencies in the provision of fire protection and emergency medical services; and

WHEREAS, through each party’s participation in the separate Joint Operations Agreements, significant improvements in response times, joint firefighter training and safety, supervision and overall greater efficiency in the delivery of fire protection services to the citizens, visitors and businesses within the communities have occurred; and

WHEREAS, all parties, in recognition of the success that has been achieved in the more efficient provision of services under the separate Agreements, desire to memorialize into one JOA agreement, the terms and conditions of prior JOA areas and parameters of cooperation between fire departments operated by the three parties that have grown from, but are not generally covered under the existing Joint Operations Agreements and to provide a framework under which new areas of cooperation may be initiated or new parties may be added; and

WHEREAS, all parties have determined that their agents on matters relating to this Agreement shall be their respective Fire Chiefs, and/or his/her authorized designees or successors.

NOW, THEREFORE, pursuant to the authority granted by California Government Code sections 6502 and 55632 and Health and Safety Code section 13050 and in consideration of the mutual promises and obligations as set forth herein the parties hereby agree that a Joint Operations Agreement between the City of Grass Valley, the City of Nevada City and the Nevada County Consolidated Fire Protection District is hereby established as follows:

1. INTENT

- a. It is the intent of all parties to this agreement to continually seek out and employ joint methods, practices, policies and/or procedures that will serve to maintain or improve the safety and levels of emergency and fire prevention services provided to the citizens and visitors of the cooperating departments and to improve the existing practices of all departments to assure the highest levels of employee safety, emergency operations, administrative efficiency and cost effectiveness in the delivery of fire protection, EMS and other emergency services.
- b. In support of the intent of this agreement, all parties agree that wherever appropriate those operational joint methods and policies that are adopted under this agreement must be fully implemented by all parties and that not to do so will impede the effective joint delivery of services.

2. RESPONSE TO INCIDENTS

- a. All parties agree that providing a fire engine to an incident in the least amount of time regardless of jurisdiction provides a higher level of service to the citizens and visitors of all jurisdictions and is in all parties' best interest.

The parties shall establish protocols for the deployment of fire engines and personnel to emergency incidents within each party's jurisdiction. Such protocols may include the dispatch of resources to emergencies based upon the quickest response times to the incident, regardless of jurisdiction.

- b. The parties shall establish protocols for the purpose of maximizing the fire protection coverage of the jurisdictions through the repositioning of engines should some of the normally staffed engines be committed to incidents for extended periods of time.
- c. All parties shall review the response protocols annually, or on the occasion of staffing or other resource changes, to ensure that one department is not overly burdened by responses to the jurisdiction of the other departments.

3. JOINT COMMAND AND SUPERVISION OF FIRE DEPARTMENTS

- a. The parties shall establish protocols for the shared supervision and incident command of the emergency personnel and resources of the parties' fire departments by the chief officers, captains and other officers of their respective fire departments. Any such protocols may include but are not limited to a provision for the assignment of shift supervision and incident command responsibility between the officers of the respective fire departments and to establish joint supervisory resources of the respective fire departments.
- b. When officers of a party's fire department are serving in a capacity of joint or unified incident command or the regular assigned supervision of another departments' employees, the officers shall be deemed to be acting as an officer for all fire departments and shall be entitled to exercise the power and authority as if such officer was an officer employed by all parties, except as to discipline, as defined in subsection (c), which shall be exclusively administered by the employing agency. Such officers shall also be entitled to the immunities set forth in state and/or federal law for all decisions and actions taken on behalf of employees and officers of the respective parties when serving in a joint or cooperative manner of supervision or incident command for all fire departments.
- c. For the purposes of this agreement, discipline is defined as a formal or adverse action resulting in a punitive result (e.g. written reprimand, suspension without pay, demotion, reduction in pay or dismissal) for an employee. Officers may, at discretion of the employing agency, conduct investigations on behalf of that agency, to include findings of fact. Discipline, as herein defined, shall only be administered by the employing agency.

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

- a. The fire chiefs or their designee of the member departments shall develop maintain and periodically update a common set of Standard Operating Guides, Standard Evolutions and Operations Training Standards. These common processes shall be universally implemented by all uniformed members of the member departments.

## 5. JOINT USE OF PERSONNEL

- a. Parties shall mutually, upon request of another party and subject to availability of appropriate personnel, assign firefighters to staff the fire stations and/or equipment of the other party and respond to incidents as may occur, in the same manner as if the stations and equipment were staffed by the requesting parties personnel. During times when personnel are so assigned, they shall be under the control and direction of the requesting party.
- b. **Strike Team Staffing**  
At the discretion of the Fire Chief or Battalion Chief, apparatus may be assigned to Strike Teams as requested. At no time will staffing within the JOA be compromised for Strike Team assignments out of county. Staffing of Strike Team engines may include co-staffing from the members of the JOA.
- c. Each party hereto, shall procure and maintain for the duration of the agreement, workers' compensation insurance or self-insurance covering that party's own employees/personnel. A requesting party shall not be responsible for obtaining workers' compensation insurance for another party's employee, and shall therefore not be subject to civil, criminal or other penalties for failure to maintain workers' compensation coverage in the event of injury or illness to another party's employee suffered in the course of providing services under this agreement. A requesting party shall be responsible for reimbursing the party providing any personnel for the cost of such personnel, including without limitation, wages, benefits, workers compensation insurance and 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 final payment within 60 days following the termination of the use of those personnel. The requesting party shall make payment to the other party within 30 days of receipt of the request for payment.

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

Two or more parties, subsequent to a discussion of all parties to this agreement, may adopt other policies or protocols, or enter into separate contracts or sub-agreements in the furtherance of the intent of this Joint Operations Agreement. Such policies or protocols, or contracts or sub-agreements shall not be detrimental to the JOA or any party to the JOA and may include, but are not limited to, items having to do with: public and firefighter safety, training, fire prevention, public education, equipment standardization, joint use of facilities or equipment and provision or cost sharing of operations, administrative or management services or other administrative or support staff. Any sub-agreement entered into by less than the entire membership of the JOA will be recognized as a part of the Joint Operations Agreement and attached as a supplemental agreement.

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

7. INSURANCE

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

A. Workers' Compensation & Employers Liability

- (a) Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- (b) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (c) Thirty (30) days' prior written notice of cancellation or material change must be provided to **by each party to the other**
- (d) Required Evidence of Coverage:
- (e) Properly completed Certificate of Insurance.

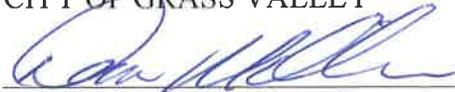
The term of this agreement is for an indefinite period; terminable at the instance of a majority of all parties expressed in writing with a one hundred and eighty (180) day termination date from the date of the majority vote approving such termination.

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

CITY OF NEVADA CITY

  
\_\_\_\_\_, Mayor of Nevada City  
Date: 3/12/14

CITY OF GRASS VALLEY

  
\_\_\_\_\_, Mayor of Grass Valley  
Date: 2-25-14

ATTEST:

  
\_\_\_\_\_, Niel Locke, City Clerk  
Date: \_\_\_\_\_

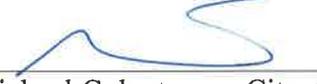
ATTEST:

  
\_\_\_\_\_, Kristi Bashor, City Clerk  
Date: 2/26/2014

Approved as to form:

  
\_\_\_\_\_, Hal DeGraw, City Attorney  
Date: \_\_\_\_\_

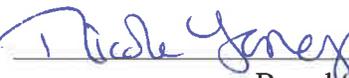
Approved as to form:

  
\_\_\_\_\_, Michael Colantuono, City Attorney  
Date: 2/25/14

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

  
\_\_\_\_\_, Chairman of the District Board  
Date: 2/26/2014

ATTEST:

  
\_\_\_\_\_, Board Secretary  
Date: 2/26/14  
Approved as to form:

  
\_\_\_\_\_, James Curtis, District Counsel  
Date: 2/26/14



## Nevada County Consolidated Fire District

*"Excellence in Emergency Service"*

11329 McCourtney Road, Grass Valley, CA 95949

(530) 273-3158 FAX (530) 273-1780

[nccfire@nccfire.com](mailto:nccfire@nccfire.com)

[www.nccfire.com](http://www.nccfire.com)

October 20, 2014

Chief Sam Goodspeed  
Nevada City Fire Department  
317 Broad Street  
Nevada City, CA 95959

Chief Goodspeed,

On October 16, 2014, the Nevada County Consolidated Fire District Board of Directors were presented information from Fire Chief Jim Turner regarding financial considerations to offset the future shortfalls within the District's fiscal budget.

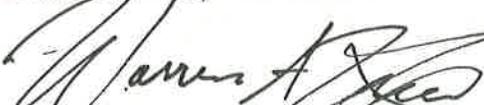
After discussion, the decision was made to make necessary changes to the current organizational staffing matrix. The District's Board of Directors in support of the Fire Chief's proposal has chosen not to fill the three vacant entry level firefighter positions that were created as a result of recent restructuring. This decision only comes after in depth consideration was given to ensure the financial sustainability and transparency of this District is provided to its constituents.

With the reduction of staff, The District will not be able to continue the joint staffing of Nevada City Fire Department Station 54. In accordance to the guidelines set forth in the contractual agreement between the Nevada County Consolidated Fire District and the Nevada City Fire Department, we are providing a 180 day notification letter to discontinue joint staffing at Station 54. Effective 180 days from the date of this letter, District personnel assigned to Station 54 will be relocated on April 19<sup>th</sup>, 2015 to District Stations to fulfill staffing obligations.

The District will continue to honor our mutual aid agreement with the City of Nevada City for the protection of their constituents. We do have concerns regarding command and control of incidents. The District is willing to discuss viable options to the City for contract fire services, if requested.

Respectfully,

  
\_\_\_\_\_  
James Turner, Fire Chief

  
\_\_\_\_\_  
Warren Knox, Chairman - NCC Board of Directors