

AGREEMENT BY AND BETWEEN THE COUNTY OF NEVADA, AND THE NEVADA COUNTY CONSOLIDATED FIRE DISTRICT REGARDING THE DEFENSIBLE SPACE INSPECTION (DSI) PROGRAM

THIS AGREEMENT (“Agreement”) between the COUNTY OF NEVADA, a political subdivision of the State of California, (“County”), AND THE NEVADA COUNTY CONSOLIDATED FIRE DISTRICT (“NCCFD”), a special district of the State of California. County and NCCFD may be referred to herein individually as “Party” and collectively as “Parties” and is effective upon the date executed by both Parties.

I. PURPOSE

The purpose of this Agreement is to continue coordination regarding the operation and management of the Defensible Space Inspector (“DSI”) program, which is designed to benefit both Parties to this Agreement as well as all citizens of Nevada County. In 1988, after the 49er fire, the Federal Emergency Management Agency (“FEMA”) required that the County initiate a fire prevention program. CAL FIRE and the County entered into an agreement using FEMA grant monies to hire temporary County employees to perform inspections to ensure compliance with Public Resource Code sections 4290 and 4291 under the authority and in cooperation with CAL FIRE. This Agreement continues to build on the County partnership with the goal to further integrate local Fire Agencies into the DSI program for their expertise, local district knowledge, and to best serve County residents.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

This Agreement encourages greater communication, cooperation, and coordination between the County, CAL FIRE, local Fire Agencies, and community groups. All Parties benefit from a formal process outlining each Party’s responsibilities. This Agreement is consistent with expectations that the County, State agencies, local Fire Agencies, and community groups work together in furtherance of the public interest. Since the fire season is the busiest time of the year for the Parties and funding has become more difficult to secure, it is the intent of the Parties to partner together and combine resources to create a high-quality DSI Program. Both Parties see an active DSI program key to promoting and making impact on hazardous vegetation reduction around homes, roads, and driveways located in the wildland urban interface (“WUI”) and believe that collaboration is the best way to further build, deliver, and promote an unincorporated countywide DFI inspection program.

III. TERMS AND CONDITIONS

The Parties to this Agreement agree to the following:

A. Term of Agreement

This Agreement is effective when fully executed and shall remain operative for a one-year period from July 1, 2020 and shall continue in effect through June 30, 2021, unless terminated earlier by the Parties, pursuant to XI.3 below. This Agreement is subject to appropriation of proposed fiscal year 20/21 budget upon passage in June 2020.

B. Compensation and Services

1. As consideration for providing the services outlined below, County will pay \$40,960.00 to NCCFD for the Agreement term to be billed in equal payments at the beginning of each quarter (\$10,240 per quarter).
2. Support Services. County will provide Human Resources, Legal, Fleet, Technology and other support services as needed to support the daily operational DSI program.

C. DSI program management

1. NCCFD will provide day to day operational DSI program management services and responsibilities that include, but are not limited to, the following:
 - a) Work with County to recommend and implement annual DSI goals (based on metrics and hours), strategies and objectives; monitor performance standards and methods for the defensible space program; assist in the continual development and implementation of policies and procedures; oversee and participate in the initial training of newly hired DSIs; and recommend and implement additional in-service training as needed.
 - b) Evaluate operations and activities of the DSI program; recommend and implement improvements and modifications when necessary, to include additional in-service training for DSIs; prepare various reports on operations and activities when requested by County.
 - c) Answers questions and provide DSI related information to the public; provide direction and recommend corrective action as necessary to resolve complaints. Participate in Joint Office of Emergency Services (“OES”) and Nevada County Consolidated public outreach opportunities where a joint hazardous vegetation reduction message is appropriate.
 - d) Actively engage with property owners/residents who have shown an unwillingness to comply with the County’s Hazardous Vegetation Abatement Ordinance, either through action or inaction, in an effort to avoid the Administrative Citation or Abatement by Public Official processes.
 - e) Coordinate and maintain effective, cooperative and collaborative working relationships with County, other fire districts/agencies, and CAL FIRE.
 - f) Participate in DSI working group sessions with DSI stakeholders, integrate effort and report activities with the “Ready Nevada County” wildfire stakeholders’ initiative.
 - g) When requested, speak at County Board of Supervisor meetings as the subject matter expert in the field of Hazardous Vegetation and the County DSI program.

D. Defensible Space Inspector(s)

1. *Hiring Process.* County will coordinate the hiring process of up to three temporary-hire DSIs who can work up to 1000 hours each fiscal year. County will recruit, interview, and hire the temporary DSIs using agreed upon County hiring specifications and minimum job qualifications. County and NCCFD will screen and interview the candidates for compliance with minimum qualifications prior to any employment offer.
2. *Supervision; Training; Personnel Issues.* County will use the County Personnel Code as the guide for proper supervision of the DSI. County and NCCFD will advise the County Human Resources Department and OES’s Emergency Operations Coordinator if any performance issues or other job-related issues arise with the DSI. County and NCCFD will work together to resolve any personnel issues that arise, but the County ultimately will be responsible for discipline, up to and including dismissal of the DSI. All personnel furnished by the County shall at all times remain employees of the County and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights NCCFD may confer on NCCFD employees. County shall be solely responsible for all salary, benefits, workers’ compensation, and insurance for County employees performing duties under this Agreement and County shall be solely responsible for all supervisory, disciplinary and other employment related purposes for County employees performing duties under this Agreement. County shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any NCCFD personnel performing under this Agreement.

3. *Salary.* Remuneration and salary increases for the DSI employee(s) will be approved by County.
4. *Working Conditions and Equipment.*
 - a. *Uniform.* The DSI will wear, at all times while on duty, a County approved and provided official County logo shirt, with their name clearly embroidered for identification purposes. DSIs will also be provided with, and required to wear, at all times while on duty, uniform pants, a belt and pre-approved black leather work boots. DSIs expected to work in inclement weather conditions will also be provided with a winter jacket.
 - b. *Vehicle.* Vehicles and related costs will be provided by the County for use by the DSIs.
 - c. *Technology and Supplies.* County will provide the DSI and the NCCFD DSI manager with technology equipment, access to County systems, materials, postage and office supplies as needed.
 - d. *County will provide DSIs office space and workstations as needed.*
 - e. *Insurance.* County will provide General Liability Insurance and Workers' Compensation Insurance on the DSIs.

E. Indemnification

Each Party hereto (hereafter, "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, agents, employees and volunteers, against any loss, costs, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees, which occurs in the performance of, or otherwise in connection with this agreement, but only in proportion to and to the extent such loss, costs, damage, expense, claim, suit, demand or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

In no event shall the indemnification of an employee or former employee of the County exceed that provided for in California Government Code section 825, as it now exists or may hereafter be amended.

F. Objectives and Reporting Requirements

In an effort to ensure that the program remains effective, County and NCCFD agree to the following objectives and reporting parameters:

- *Citation Process.* DSIs may utilize the administrative citation process outlined in the County Hazardous Vegetation Abatement Ordinance in order to obtain compliance as a last resort. Compliance is the primary goal and every effort shall be made to obtain compliance through education and administrative means prior to citation.
- *Abatement Process.* County will facilitate recommended potential abatements through County Code Compliance division, only after a collaborative decision has been made by the Defensible Space program manager and OES.
- *Identification of target areas.* NCCFD will coordinate with CAL FIRE and the Local Fire Protection Districts to identify target areas for the DSI program.
- *Data entry.* All County DSIs will utilize the County's Code Compliance software system (Accela) to document their work and track the progress of investigations.
- *Outreach and Education.* NCCFD will coordinate with County and the local Fire Safe Council on providing public outreach and education throughout the County.

- Reporting Requirements.
 - *Monthly.*
 - NCCFD DSI Manager will meet with the County OES Emergency Operations Coordinator to review the effectiveness of the DSI Program.
 - *Annual.*
 - DSI Program Report by January 1st from prior year. NCCFD will provide OES with an annual report on the DSI Program, to include a summary of outreach and education provided in coordination with community partners. This report will be made available prior to the County Board of Supervisors annual workshop (mid-January) to assist the Board of Supervisors in determining the effectiveness of the program.

IV. INSURANCE

It is agreed that each Party shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automotive Liability, and the statutory requirements for Workers' Compensation.

V. NON-DISCRIMINATION

During the performance of this Agreement, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

VI. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this Agreement as may be required under State or federal law or regulation or a Party's contract with a State agency.

VII. GOVERNING LAW AND FORUM

This Agreement shall be subject to and interpreted in accordance with the laws of the State of California and any action to enforce the terms of the Agreement for the breach thereof shall be brought in County of Nevada.

VIII. NO THIRD-PARTY RIGHTS

The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Party.

IX. SEVERABILITY

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

X. COMPLETE AGREEMENT

This Agreement is to be read as a whole. This is an integrated Agreement that contains all of the terms, considerations, understanding and promises of the Parties as well as the fees, charges, and authorized expenses to be paid under the terms of this Agreement.

XI. ANNUAL REVIEW; MODIFICATION; TERMINATION

1. *Annual Review.* County and NCCFD agree to review this agreement at the end of the term. At that point, by mutual agreement, this agreement can be extended for another year.
2. *Modifications.* Written modifications to the scope of this agreement may be made by either Party upon written agreement of both Parties.
3. *Termination.* Either Party may terminate this agreement, in whole or in part, by giving the other Party thirty days' written notice.

XII. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below:

Jim Tuner, Chief
 Nevada County Consolidated Fire District
 Street
 Nevada City, CA 95959
 530-265-4431

Steve Monaghan, Director
 Nevada County Office of Emergency Services 640 Coyote
 950 Maidu Avenue, Suite 130
 Nevada City, CA 95959
 530-265-1239

IN WITNESS WHEREOF, the COUNTY OF NEVADA and the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT has executed this Agreement on the day and year set forth below.

County of Nevada

Approved as to Form:

 Heidi Hall,
 Chair, Board of Supervisors

County Counsel

Dated: _____

Dated: _____

Attest:

 Clerk of the Board of Supervisors

Dated: _____

Nevada County Consolidated Fire District



 Keith Grueneberg, President, Board of Directors

Dated: 5/20/20