

## DRAFT

### **AGREEMENT BY AND BETWEEN THE COUNTY OF NEVADA, AND THE NEVADA COUNTY CONSOLIDATED FIRE DISTRICT REGARDING A DEFENSIBLE SPACE INSPECTION (DSI) PROGRAM PILOT PROJECT.**

**THIS AGREEMENT** is entered into as of April 1, 2019 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”.

#### **I. PURPOSE**

The purpose of this agreement is to increase 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 Public Resource Code 4291 inspections and 4290 driveway inspections under the authority and in cooperation with CAL FIRE. This agreement builds on the County-CAL FIRE agreement and 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 the public interest. Since the fire season is the busiest time of the year for both parties and funding has become more difficult to secure, it is the intent of both parties to partner together and combine resources to create a high-quality Defensible Space Inspection (DSI) Program. Both Parties see an active defensible space inspection 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 defensible space 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 April 1, 2019 and shall continue in effect through June 30, 2020, unless terminated earlier by the parties, pursuant to IV.3 below.

**B. Compensation and Services**

1. As consideration for providing the services outlined below, County will pay \$51,200.00 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 HR, Legal, Fleet, Technology and other support services as needed to support the daily operational DSI program.

**B. DSI program management**

1. NCCFD will provide DSI program management services and responsibilities that include, but are not limited to, the following:
  - a) Work with County to recommend and implement DSI goals and objectives; establish performance standards and methods for the defensible space program; assist in the development and implementation of policies and procedures.
  - b) Evaluate operations and activities of the DSI program; implement improvements and modifications; prepare various reports on operations and activities.
  - c) Answers questions and provide DSI related information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
  - d) Coordinate and maintain effective, cooperative and collaborative working relationships with County, other fire districts/agencies, and CAL FIRE.
  - e) Lead and coordinate monthly DSI working group sessions with DSI stakeholders, integrate effort and report activities with the Ready Nevada County wildfire stakeholders' initiative.

**C. Defensible Space Inspector(s)**

1. *Hiring Process.* County will coordinate the hiring process of up to four (DSI) that can work up to 1000 hours each by April of each year. County will recruit, interview, and hire the DSI using agreed upon County hiring specifications and minimum job qualifications. County, NCCFD, and CAL FIRE will screen 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 the Director of OES 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 DSI. All personnel furnished by the County shall at all times remain employees of 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. *Work Conditions and Equipment.*

- a. Uniform. The DSI will wear a County approved and provided official County logo shirt while on duty.
- 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, materials, postage and office supplies as needed.
- d. County will provide DSI office space and workstations as needed.
- e. CAL FIRE will provide DSI's access and training on the collector App.
- f. Insurance. County will provide General Liability Insurance and Workers' Compensation Insurance on the DSI's.

**D. 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 in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

**E. Objectives and Reporting Requirements**

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

- *Citation Process.* NCCFD will work with the County to streamline the citation process. NCCFD may utilize the citation process to obtain compliance as a last resort. Compliance is the primary goal and every effort shall be made to educate and obtain compliance through education and administrative means prior to citation.
- *Abatement Process.* County will Facilitate NCCFD recommended potential abatements through County Code Compliance division.
- *Identification of target areas.* NCCFD will coordinate with CAL FIRE and the Local Fire Protection Districts to identify target areas for the DSI program. Inspection areas will be coordinated with CAL FIRE through the FC Specialist supervising the CAL FIRE DSI Program (DSI Coordinator) to avoid overlapping inspection areas between County/ NCCFD and CAL FIRE inspectors.
- *Data entry.* All County DSI's will utilize the CAL FIRE Collector App and enter information daily into the App and run error reports weekly. Any data gathered in this process and requested by the County for statistics can be produced by CAL FIRE through Crystal Reports for the County.
- *Outreach and Education.* NCCFD can coordinate with County and the local Fire Safe Council on providing public outreach and education in County target areas.

- Reporting Requirements.
  - *Monthly.*
    - NCCFD DSI Coordinator will meet with the Director of Emergency Services to review the effectiveness of the DSI Program pilot project.
  - *Annual.*
    - DSI Program Report by January 1st from prior year. NCCFD will provide OES and CAL FIRE with an annual report on the DSI Program, including a summary of all inspections, inspections given citations, and inspections turned over to County Code Compliance for the abatement process, as well as 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 for the pilot project at the end of the term. At that point, by mutual agreement, this agreement and pilot project 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  
640 Coyote Street  
Nevada City, CA 95959  
530-265-4431

Steve Monaghan, Director  
Nevada County Office of Emergency Services  
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 have executed this Agreement on the day and year set forth below.

**County of Nevada**

Clerk of the Board of Supervisors

Approved as to Form:

\_\_\_\_\_  
Richard Anderson  
Chairman, Board of Supervisors

\_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

**Nevada County Consolidated Fire District**

Attest:  
  
\_\_\_\_\_

\_\_\_\_\_  
Keith Grueneberg, President, Board of Directors

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_

Approved as to Form:

NCCFD Legal