



# RESOLUTION No. 21-446

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY CONSOLIDATED FIRE DISTRICT REGARDING THE DEFENSIBLE SPACE INSPECTION PROGRAM IN THE AMOUNT OF \$40,960 FOR A TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022 AND AUTHORIZING THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT

WHEREAS, on March 26, 2019 the Board of Supervisors adopted Resolution 19-128, approving an Agreement to encourage greater communication, cooperation, and coordination between the County, and Nevada County Consolidated Fire District (NCCFD) for management of the Defensible Space Inspection (“DSI”) Program for a one-year period from April 1, 2019 through June 30, 2020; and

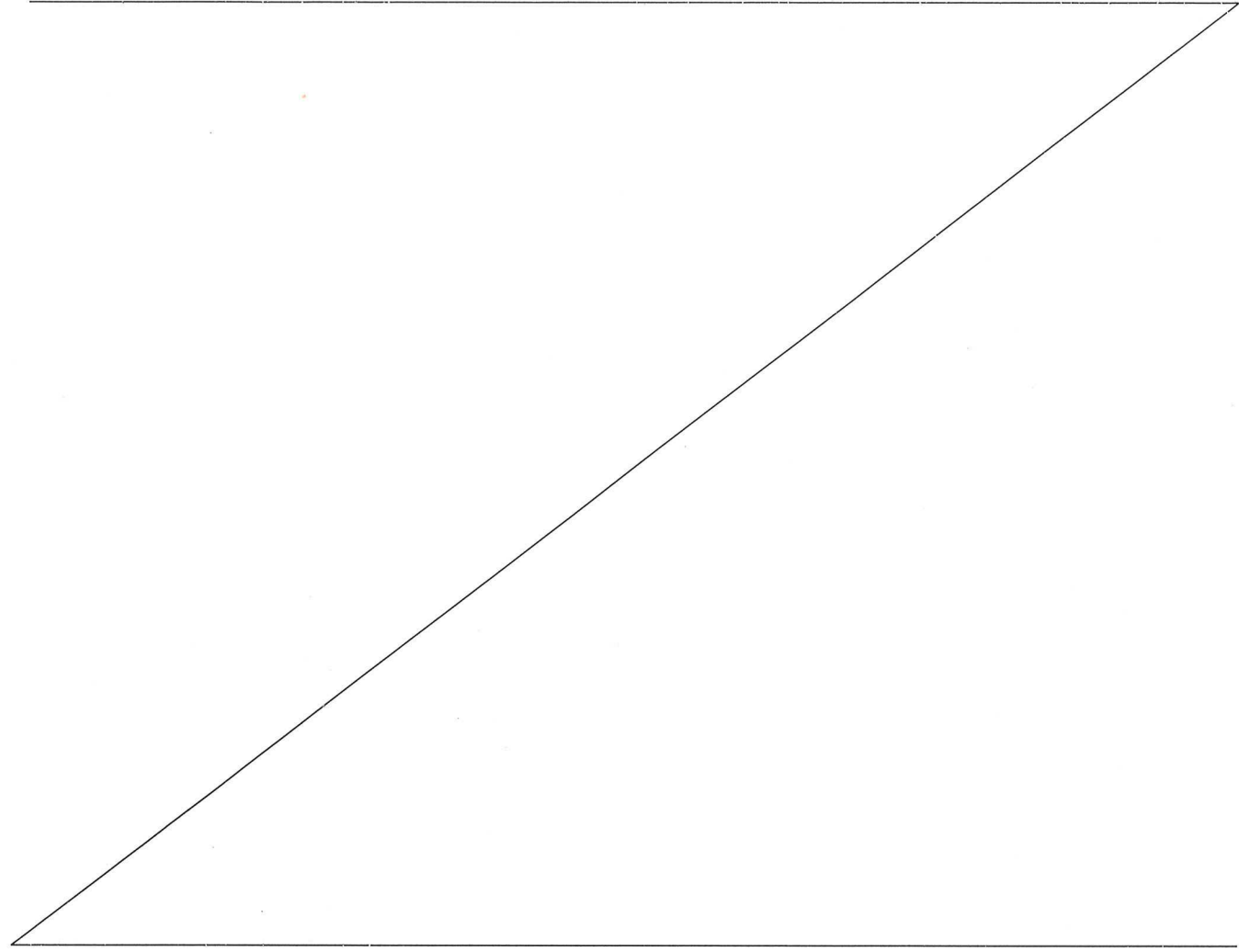
WHEREAS, the County renewed the agreement through Resolution 20-171 for a one-year period from July 1, 2020 through June 30, 2021; and

WHEREAS, the County wishes to continue this agreement with NCCFD to provide day to day DSI Program management services for a one-year period from July 1, 2021 through June 30, 2022, and in consideration of providing these services the County will pay to NCCFD \$40,960; and

WHEREAS, funding for County expenditures under the agreement will be provided through Proposition 172 Public Safety Funds and the General Fund and is budgeted in the Office of Emergency Services Fiscal Year 2021/22 budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement pertaining to the County’s Defensible Space Inspection Program between the County of Nevada and the Nevada County Consolidated Fire District for providing program management for a one-year period from July 1, 2021 through June 30, 2022 and in consideration of providing these services the County will pay to NCCFD \$40,960, hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funding: Emergency Management - 0101-20702-414-1000/52152



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of October, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None..

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:

Dan Miller, Chair

10/12/2021 cc: OES\*  
AC\*(hold)

10/19/2021 cc: OES\*  
AC\*(release)

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

**THIS AGREEMENT** is entered into as of July 6<sup>th</sup>, 2021 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 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 Public Resource Code 4291 inspections and 4290 driveway inspections 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 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 as key to promoting personal responsibility for residents and increasing 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 July 1, 2021 and shall continue in effect through June 30, 2022, unless terminated earlier by the parties, pursuant to Section XI.3 below.

**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 HR, Legal, Fleet, Technology and other administrative 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 staff 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 new hire DSI's.
  - b) Evaluate operations and activities of the DSI program; recommend and implement improvements and modifications when necessary, to include additional in-service training for DSI's; prepare various reports on operations and activities when requested by the 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 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 efforts with community stakeholders 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 (DSI's) who can each work up to 1000 hours per fiscal year. The County will recruit, interview, and hire the temporary DSI using agreed upon County hiring specifications and minimum job qualifications. Together, 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 any 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, worker's 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. DSI's 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. DSI's 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 DSI's.
  - 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 DSI office space and workstations as needed.*
  - e. *Insurance.* County will provide General Liability Insurance and Workers' Compensation Insurance on the DSI's.

#### **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 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.

#### **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.* DSI's 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 NCCFD DSI manager and OES.
- *Identification of target areas.* NCCFD will coordinate with CAL FIRE and the Local Fire Protection Districts to identify priority areas of the County for the DSI program to conduct proactive inspections.
- *Data entry.* All County DSI's 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 periodic public outreach and education throughout the County, throughout the year.
- 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  
Services 640 Coyote Street  
Nevada City, CA 95959  
530-265-4431

Steve Monaghan, Director  
Nevada County Office of Emergency  
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**



Dan Miller  
Chair, Board of Supervisors

Dated: 10/12/2021

Attest:

  
Clerk of the Board of Supervisors

Approved to as Form



County Counsel

Dated: 10/12/21

Dated: 10/12/2021

**Nevada County Consolidated Fire District**

  
Keith Grueneberg, President, Board of Directors

Dated: 9/22/21