



PENRYN FIRE PROTECTION DISTRICT

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Monday, June 19, 2023 Regular Meeting

Fire Station 38, 7206 Church Street, Penryn, CA 95663

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact glofrano@placerhillfire.org at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

MEETING AGENDA @ 6:30 P.M.

1. **CALL MEETING TO ORDER / ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES:** May 15, 2023 Meeting Minutes
5. **FINANCIAL REPORT & BILL APPROVAL**
6. **CORRESPONDENCE**
7. **PUBLIC COMMENT**

(The Penryn Fire Protection District Board of Directors has provided this period for members of the public to be given the opportunity to address the board on items of interest to the public, which are applicable to the district. No action may be taken on any matter, which is not already on the agenda for consideration. The reasonable time frame for public comment will be limited to three (3) minutes per person, unless specifically authorized otherwise by the Chair.)

8. **INFORMATIONAL / NON-ACTION ITEMS:**
 - A. Nevada County Professional Firefighters, Local 3800 Report
 - B. Fire Chief Monthly Report
 - C. Fire Marshal Monthly Report
 - D. Battalion Chief(s)
 - E. Director Committee Reports
 - 1) Personnel Committee
 - 2) Finance and Administrative Contract Oversight:
 - 3) Ad hoc Committee for future cooperation with other fire departments: On hold
 - F. Review the strike team revenue and expense for Fiscal Year 2022-2023
9. **ACTION ITEMS**
 - A. Approve the successful completion of probation and oath of office for Engineer Bradley Garrison, Firefighter Evan Diggs and Firefighter Sean Kaufman
 - B. Consider and appoint an Ad-Hoc committee to oversee Penryn Fire District's 100 year anniversary celebrations.
 - C. Consider and approve the rates for Fiscal Year 2023-2024 for Kingsley Bogard LLP.
 - D. Consider and approve the purchase of 3 new recliners in the current Fiscal Year at a cost not to exceed \$7,000.
 - E. Consider and adopt Resolution No. 2023-05 amending the budget for Fiscal Year 2022-2023
 - F. Consider and adopt Resolution No. 2023-06 approving the Preliminary Budget for Fiscal Year 2023-2024
 - G. Consider and approve the new Joint Operations Agreement for shared staffing to include Auburn City Fire Department to the original agreement between Newcastle Fire Protection District,

Penryn Fire Protection District and Foresthill Fire Protection District.

- H. Consider and approve to continue the Current Memorandum of Understanding with Local 3800 to the end of September at the request of Local 3800.

MEETING ADJOURNMENT

Next meeting: Monday, July 17, 2023 6:30 PM - 8:00 PM (PST)



PENRYN FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Chair Hotaling, Vice-Chair Hardesty, Secretary Mahoney, Directors Neifer and Shields

MINUTES OF THE REGULAR MEETING May 15, 2023

1. **Call the meeting to order and Roll Call:** Chair Hotaling called the meeting to order at 6:30pm.
Directors in attendance: Danielle Hardesty, Cheryl Hotaling, Susan Mahoney, Randy Neifer and Larry Shields.
Staff in attendance: Fire Chief Ian Gow, Fire Marshal Mark D'Ambrogi, Battalion Chief Nelson.
2. **Pledge of Allegiance:** Chair Hotaling led the Pledge of Allegiance.
3. **Approval of Agenda:** Director Neifer moved to approve the agenda as posted. Director Shields seconded the motion that passed unanimously.
4. **Approval of Minutes:** Director Neifer moved to approve the minutes for the special meeting on April 25, 2023. Director Hardesty seconded the motion that passed unanimously.
5. **Financial Report & Bill Approval:** Director Neifer moved to approve the financial report and expenses. Director Mahoney seconded the motion that passed unanimously.
6. **Correspondence:** None
7. **Public Comment:** None
8. **Informational/Non-Action Items:**
 - A. **Nevada County Professional Firefighters, Local 3800 (Local 3800):**
 1. Penryn Fire 100 Year anniversary is next year. Plan to put a committee together to organize a celebration.
 2. Penryn Fire Pancake Breakfast will be held May 20th.
 - B. **Fire Chief's Ian Gow Monthly Report:**
 1. B38 has been repaired and is back in service. E38 is still awaiting the engine. Placer Hills new engine to arrive in August.
 2. Penryn Volunteer Program Standard Operating Guidelines are being reviewed, more to follow.
 3. Physical exam policy is in progress, more to follow.
 4. Command Staff is working on a White Paper regarding staffing and succession planning. Priorities are District/Finance Manager, Fire Chief, Captain in fleet maintenance, which has been working well.
 - C. **Fire Marshal Mark D'Ambrogi's Monthly Report:**
 1. Fire code inspections: 1 solar panel review, 1 commercial plan review for Rippey Road, 1 commercial fire alarm review for Rippey Road, 1 rough hydro single family, 1 propane and through County Planning, vehicle charging stations plan at the 76 on Penryn Road.
 2. Commercial Inspections ae beginning
 3. Winery 8 Project went through the Planning Commissions and going to Board of Supervisors on June 20th.
 4. Fire Marshal D'Ambrogi met with an engineer working on the Penryn Apartments Project, the affordable housing project. The developer is planning for a total of 240 apartments, 14 separate buildings, on two separate parcels. Plans for a third parcel includes houses. A will serve letter has been provided and Fire Marshal D'Ambrogi has requested to meet with the Developer.

D. Battalion Chief's report:

1. BC Nelson - 37 calls for service last month, 263 calls for service year to date. Gave mutual aid 5 times and did not receive mutual aid. JOA (Penryn, Placer Hills, Newcastle) – 197 calls for service last month. Engine 38 remains out of service for an extended period of time. Currently in Sacramento waiting on the new engine to arrive. Confirmed with Fleet Manager, Captain Lippold, that an extended warranty program does not exist through the manufacturer.

E. Director Committee Reports

1. **Personnel Committee:** Met with labor committee regarding the closed session item D on the agenda.
2. **Administrative Contract & Finance Oversight Committee** Met with the firefighters and have started the budget process.
3. **Ad hoc committee for Future Cooperation with other Fire Departments:** No report

9. Action Items

- A. Consider and approve Resolution No. 2023-03 setting the rate for Measure A special tax and requesting collection of charges on the County of Placer property tax rolls.** Director Mahoney moved to approve Resolution No. 2023-03. Director Neifer seconded the motion that passed unanimously.
- B. Consider and approve Resolution No. 2023-04 requesting collection of Measure C charges on the County of Placer property tax rolls.** Director Neifer moved to approve Resolution No. 2023-04. Director Shields seconded the motion that passed unanimously.
- C. Closed Session: Pursuant to California Govt. Code § 54957.6(a) LABOR NEGOTIATIONS; Discussion of the memorandum of understanding with Local 3800, District negotiators: Hotaling and Hardesty.** The Board adjourned for closed session at 7:18pm. **Reconvene and report any action taken in closed session.** Reconvened meeting at 7:51pm. Discussion and request to move to item D.
- D. Consider and Respond to request from Local 3800 to pause negotiations to allow for CalPERS to provide Cost Estimates on buy back costs.** Chair Hotaling reported the District agrees to pause negotiations for approximately two months to allow CalPERS to get back to the Local regarding the buy back costs. This will be an action item at the June meeting.

The meeting was adjourned

Next Board Meeting: Monday, June 19, 2023 6:30 PM - 8:00 PM (PST)

Respectfully submitted,

Nicole Paskey

Administrative Assistant

Penryn Fire District
Strike Team Breakdow FY 2022-2023

Incident Name	Yeti
Reimbursment	
Personnel	38,559.84
Equipment	18,727.42
Expenses	170.68
Surcharge - Engine	1,872.74
Surcharge - Personnel	3,855.98
Total Reimbursement	63,186.66
Cost	
Personnel	31,431.90
Personnel - Backfill @ half time	2,278.08
Expenses	155.16
Total Expenses	33,865.14
Net Profit/Net Loss	
Personnel	4,849.86
Equipment	18,727.42
Expenses	15.52
Surcharges - Engine & Personnel	5,728.72
Total	29,321.52



Email: pgant@kblegal.us

June 1, 2023

VIA EMAIL ONLY

Penryn Fire Protection District
Attn: Ian Gow, Fire Chief
Email: igow@placerhillsfire.org

Re: Kingsley Bogard LLP
Billing Rates for Fiscal Year 2023/2024

Dear Fire Chief Gow:

In response to your request, set forth below are Kingsley Bogard's firm hourly billing rates that will be effective for your agency as of July 1, 2023 for the fiscal year 2023/2024.

Associate	\$250.00
Senior Associate	\$310.00
Partners	\$325.00
Of Counsel	\$295.00
Paralegal	\$175.00

Please sign the enclosed acknowledgment and return a copy to us by email.

We value Penryn Fire Protection Department's business. If you require further information, please contact me.

Very truly yours,

KINGSLEY BOGARD LLP

PAUL R. GANT

PRG:tc
Enclosure

00232349.1



KINGSLEYBOGARD

ATTORNEYS

**ACKNOWLEDGMENT OF
2023/2024 FISCAL YEAR
LEGAL SERVICES BILLING RATES**

Associate	\$250.00
Senior Associate	\$310.00
Partners	\$315.00
Of Counsel	\$295.00
Paralegal	\$175.00

Please acknowledge receipt of Kingsley Bogard's 2023/2024 fiscal year billing rates for legal services by signing and returning this form to:

Paul R. Gant
Kingsley Bogard LLP
Email: pgant@kblegal.us
Email: tclingman@kblegal.us

FOR: Penryn Fire Protection District

Date: _____, 2023

Signature: _____

Name: _____

Title: _____



**ACKNOWLEDGMENT OF
2022/2023 FISCAL YEAR
LEGAL SERVICES BILLING RATES**

Associate	\$220 - \$265
Senior Associate	\$270 - \$315
Partners	\$295 - \$360
Of Counsel	\$295 - \$340
Paralegal	\$150 - \$185

Please acknowledge receipt of Kingsley Bogard's 2022/2023 fiscal year billing rates for legal services by signing and returning this form to:

Paul R. Gant
Kingsley Bogard LLP
Email: pgant@kblegal.us
Email: tclingman@kblegal.us

FOR: Placer Hills Fire Protection District

Date: _____, 2022

Signature: _____

Name: _____

Title: _____

Penryn Fire Protection District

Preliminary Operating Budget FY 23-24 Draft

	Actual 5/25/23	Adopted FY 22-23	Amended FY 22-23	Preliminary FY 23-24	
Revenue					
Taxes					
40010 Current Secured	513,344	540,303	540,303	567,318	5%
40020 Property tax impounds	52	0	52	0	
40040 Railroad Unitary Property	586	617	617	620	
40050 Unitary and Non-Unitary	11,082	11,402	11,402	11,400	
40060 Current Unsecured	11,402	11,574	11,574	11,575	
40070 Delinquent Secured Prop	0	0	0	0	
40090 Delinquent Unsecured	100	0	100	0	
40100 Current Supplemental	18,318	14,150	18,320	18,320	
40110 Delinquent Supplemental	40	0	40	0	
40180 Special Tax Measure C	108,001	112,209	112,209	112,300	
42010 Investment Income	13,868	5,000	15,000	10,000	
44350 State Homeowners Relief	2,707	3,121	3,121	3,200	
46030 Direct Charges Measure A	430,206	449,050	449,050	467,012	4%
Total Taxes	1,109,705	1,147,426	1,161,787	1,201,745	
44040 State Match/Grants	1,884	1,884	38,940	0	TIC, Lucas, Calfire
46070 JOA reimbursements	19,761	0	20,600	0	
46090 Fire Code Inspections	12,757	5,000	13,000	12,500	
46360 Fire Services Strike Team	63,187	80,000	68,000	0	prepo
48030 Miscellaneous	29,482	12,000	29,500	2,000	Work comp
Total Revenue	1,236,776	1,246,310	1,331,827	1,216,245	
Expense					
Operations					
52030 Clothing and Personal	7,295	7,200	20,000	20,000	Calfire grant 12,500
52040 Communication Services	9,405	4,500	9,500	6,500	5,361 Calfire grant
52080 Insurance Liability	14,815	15,000	19,350	20,555	JPRIMA
52160 Maintenance - vehicles					
Total 52160 Maintenance - vehicles	19,014	21,000	35,000	22,000	
52170 Fuel	11,313	20,000	13,000	20,000	
52180 Bldng Materials, Improve	635	5,000	1,000	7,000	
52240 Membership Dues	0	1,500	1,500	1,500	
52260 Miscellaneous	657	2,500	2,500	2,000	
52320 Printing		500	500	500	
52330 Other Supplies					
52330 Office Supplies	2,752	3,000	3,000	3,000	
52330 Supplies-Equipment	16,381	27,000	27,000	25,000	
Total 52330 Other Supplies	19,132	30,000	30,000	28,000	
52360 Professional Services					
52360 Administration Contract	156,655	156,555	156,655	165,341	Actual
52360 Audit	5,400	5,550	5,400	5,550	
52360 County Collection Charges	5,601	5,570	5,601	5,800	

Penryn Fire Protection District Preliminary Operating Budget FY 23-24 Draft

	Actual 5/25/23	Adopted FY 22-23	Amended FY 22-23	Preliminary FY 23-24	
52360 LAFCO dues	886	700	886	950	
52360 Legal services	98	0	98	2,000	
52360 Parcel Tax Consultant	14,660	14,500	14,660	8,500	DTA
52360 SB 2557 Collection costs	9,644	9,644	9,644	10,000	
Total 52360 Professional Services	192,943	192,519	192,943	198,141	
52370 Legal Services		9,950			
52390 County Services					
52390 Services payroll/dispatch	11,427	15,000	11,427	10,000	
52390 Professional Svcs. 457	4,250	4,250	4,250	5,000	Added accounts
Total 52390 County Services	15,677	19,250	15,677	15,000	
52490 Special Contributions	-75	0	-75	0	
52580 Special District Expense					
52580 Commision Reimbursements	2,475	4,500	3,075	4,500	
52580 Precinct Elections	500	500	500	0	
52580 Strike Team Expense	17,895	8,800	17,895	0	
Total 52580 Special District Expense	20,870	13,800	21,470	4,500	
52785 Training	52	7,200	500	7,200	
52800 Utilities	8,123	10,500	10,500	12,000	
53190 Taxes & Assessments	62	60	62	60	
54450 Equipment	26,453	0	28,624	0	Lucas
Total Operations	346,370	360,479	402,052	364,956	
Total Expense	346,370	360,479	402,052	364,956	
Payroll Expenses					
51010 Salaries and Wages	326,417	479,000	400,000	479,000	
51040 Overtime and Call Back	166,660	170,000	185,000	90,000	
51210 CalPERS	43,846	61,200	61,200	64,820	13.54%
51220 Payroll Taxes	9,253	19,795	11,000	15,000	
51310 Employee Group Insurance	32,562	35,000	39,000	40,000	
51360 Workers Comp Ins.	59,629	77,600	79,500	55,000	FASIS
51370 Comp for Absence	24,592	0	24,592	0	
Total Payroll Expenses	662,958	842,595	800,292	743,820	
Total Expense	1,009,328	1,203,074	1,202,343	1,108,776	
Net Income	227,447	43,236	129,484	107,469	
Beginning Fund Balance	1,029,026	1,029,026	1,029,026	1,158,510	
Ending Balance	1,256,474	1,072,262	1,158,510	1,265,980	

Penryn Fire Protection District
Preliminary Mitigation Budget FY 23-24 Draft

	Actual 6/14/23	Adopted FY 22/23	Amended FY 22-23	Preliminary FY 23/24	
Revenue					
42010 Interest Income	12,126	3,000	10,355	8,000	
46440 Mitigation Fees	64,812	38,221	61,851	43,220	
48030 Miscellaneous - Donations	3,677	10,000	3,677	-	
TOTAL REVENUE	80,616	51,221	75,882	51,220	
Expense					
52260 Miscellaneous	-	-	-	20,000	AVL
54440 Buildings and Improvements	-	-	-	-	
53040 Lease Purchase - Principal	31,231	29,858	29,858	32,668	
53080 Lease Purchase - Interest	19,989	21,363	21,363	18,552	
TOTAL EXPENSES	51,220	51,221	51,221	71,220	
NET INCOME/(LOSS)	29,396	-	24,661	(20,000)	
Beginning Fund Balance Restricted	300,000	300,000	300,000	300,000	
Beginning Balance - Unrestricted	459,024	459,024	483,685	463,685	
Ending Balance	788,420	759,024	808,347	743,685	



PENRYN FIRE PROTECTION DISTRICT

STAFF REPORT

Date: June 19, 2023
To: Board of Directors
From: Administrative Committee
Subject: FY 2023 Budget Amendments

Background

The District's Final Operating and Mitigation Budgets for Fiscal Year (FY) 2023 were adopted on September 19, 2022. The budgets are reviewed monthly by the Administrative Committee made up of Board Members Hardesty and Mahoney, and General Manager Lofrano. At their May 30, 2023 review meeting, the Committee determined that budget amendments were necessary.

Discussion

The FY 2023 **operating budget** with proposed amendments is attached. There is a projected increase in operating revenues of \$85,517 and a projected increase in operating expenses of \$692 resulting in a net increase in income of \$84,825 over the adopted budget. The revised projected net income for FY 2023 is \$128,061. Significant budget amendments include:

- \$10,000 Increased interest income
- \$37,056 Increased grant revenue (offset by expenses) for thermal imaging camera, Lucas device, turnouts, wildland pants, and radios
- \$20,600 Unanticipated JOA reimbursements
- \$8,000 Increased code inspection revenue
- \$12,000 Decreased strike team revenue
- \$17,500 Increased workers comp reimbursements
- \$14,000 Increased vehicle maintenance costs
- \$9,095 Increased strike team costs
- \$28,624 Lucas device purchase
- \$42,303 Net decrease in payroll costs

The FY 2023 **mitigation budget** is projected to have a net income of \$24,661. This amount is the net result of increased interest earnings, increased mitigation fees, and decreased donations. No amendments are proposed.

Fiscal Impact

Adoption of Resolution 2023-05 amends the FY 2023 **operating budget** resulting in a projected net income of \$128,061, up \$84,825 from the original budgeted net income of \$43,236

Recommendation

The Committee recommends that the Board adopt Resolution 2023-05 amending the FY 2023 operating budget and directing the County to update its records to reflect the changes.



**BOARD OF DIRECTORS OF THE
PENRYN FIRE PROTECTION DISTRICT
COUNTY OF PLACER, STATE OF CALIFORNIA**

RESOLUTION NO. 2023-05

**A RESOLUTION AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2022-2023 TO
REFLECT CHANGES IN REVENUES AND EXPENSES AND TO DIRECT THE
PLACER COUNTY AUDITOR-CONTROLLER TO UPDATE THE BUDGET**

WHEREAS: The Board of Directors of the Penryn Fire Protection District is fiscally responsible for the budget for the Fire District and;

WHEREAS: The Board of Directors of the Penryn Fire District has reviewed the current operating and mitigation budgets and recognizes that the operating budget needs to be updated to reflect changes in revenue and expenditures approved by the Board during the fiscal year and;

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Penryn Fire Protection District authorize and direct the Placer County Auditor-Controller to make the necessary amendments to the operating budget for Fiscal Year 2022-2023.

PASSED AND ADOPTED by the Board of Directors of the Penryn Fire Protection District this nineteenth day of June 2023, by the following vote on roll call:

AYES

NOES:

ABSENT:

Cheryl Hotaling, Chairperson

ATTEST:

Susan Mahoney, District Secretary

**PENRYN FIRE PROTECTION DISTRICT
APPARATUS CAPITAL REPLACEMENT SCHEDULE**

ID#	DESCRIPTION	YEAR	MAKE	YEAR PURCHASED	USEFUL LIFE	YEAR TO REPLACE	PURCHASE PRICE	INFLATION FACTOR	REPLACEMENT COST	ANNUAL CONTRIBUTION	CATCH-UP COSTS
R12-4177	Support	2012	Chevy Tahoe	2017		N/A	5,000		N/A	N/A	N/A
R13-3767	Command	2013	Ford	2013	15	2028	32,865	8.4%	110,198	7,347	73,465
R19-9928	Type 1	2019	Pierce	2019	15	2034	637,000	3.0%	992,425	66,162	264,647
R98-5194	Type 3	1998	Inter	1998	20	N/A	95,000	3.0%	N/A	N/A	N/A
R08-5840	Type 3	2008	Inter	2008	20	2028	265,000	3.5%	527,294	26,365	395,471
										99,873	733,582
										<i>Current set-aside</i>	300,000
										<i>Additional amount needed</i>	433,582

INFLATION FACTOR AND ANNUAL CONTRIBUTION CALCULATIONS

Command Vehicle				Type 1				Type 3 2008			
Year	Inflation	Repl Cost	Ann Contr	Year	Inflation	Repl Cost	Ann Contr	Year	Inflation	Repl Cost	Ann Contr
2014	2,761	35,626	7,347	2020	19,110	656,110	66,162	2009	9,275.00	274,275.00	26,365
2015	2,993	38,618	14,693	2021	19,683	675,793	132,323	2010	9,599.63	283,874.63	52,729
2016	3,244	41,862	22,040	2022	20,274	696,067	198,485	2011	9,935.61	293,810.24	79,094
2017	3,516	45,379	29,386	2023	20,882	716,949	264,647	2012	10,283.36	304,093.60	105,459
2018	3,812	49,190	36,733	2024	21,508	738,458	330,808	2013	10,643.28	314,736.87	131,824
2019	4,132	53,322	44,079	2025	22,154	760,611	396,970	2014	11,015.79	325,752.66	158,188
2020	4,479	57,801	51,426	2026	22,818	783,430	463,132	2015	11,401.34	337,154.00	184,553
2021	4,855	62,657	58,772	2027	23,503	806,933	529,293	2016	11,800.39	348,954.39	210,918
2022	5,263	67,920	66,119	2028	24,208	831,141	595,455	2017	12,213.40	361,167.80	237,282
2023	5,705	73,625	73,465	2029	24,934	856,075	661,617	2018	12,640.87	373,808.67	263,647
2024	6,185	79,810	80,812	2030	25,682	881,757	727,779	2019	13,083.30	386,891.98	290,012
2025	6,704	86,514	88,158	2031	26,453	908,210	793,940	2020	13,541.22	400,433.19	316,376
2026	7,267	93,781	95,505	2032	27,246	935,456	860,102	2021	14,015.16	414,448.36	342,741
2027	7,878	101,658	102,851	2033	28,064	963,520	926,264	2022	14,505.69	428,954.05	369,106
2028	8,539	110,198	110,198	2034	28,906	992,425	992,425	2023	15,013.39	443,967.44	395,471
								2024	15,538.86	459,506.30	421,835
								2025	16,082.72	475,589.02	448,200
								2026	16,645.62	492,234.64	474,565
								2027	17,228.21	509,462.85	500,929
								2028	17,831.20	527,294.05	527,294



PENRYN FIRE PROTECTION DISTRICT

STAFF REPORT

Date: June 19, 2023
To: Board of Directors
From: Administrative Committee
Subject: FY 2024 Preliminary Budget

Background

The District's budget is a planning and spending guide adopted annually by the Board. It may be modified during the fiscal year with Board approval. The budget has two components:

Operating Budget – accounts for operating expenses (salaries, benefits, supplies, fuel, professional services, utilities, small equipment and equipment maintenance).

Mitigation Budget – accounts for capital purchases and debt service.

The District's Preliminary Operating and Mitigation Budgets for Fiscal Year (FY) 2024 are attached. The proposed preliminary budgets have been prepared by the Penryn Administrative Committee made up of Board Members Hardesty and Mahoney, and General Manager Lofrano.

The Final Operating and Mitigation Budgets for FY 2024 will be presented to the Board at a September 2023 meeting. The Final Budgets may include changes and updates that reflect the financial impacts of events that happen subsequent to the adoption of the Preliminary Budgets.

Discussion

The proposed preliminary FY 2024 **operating budget** includes the following:

- A 5% increase in property tax (based on County input)
- Measure C revenue based on consultant calculations
- Measure A revenue based on consultant calculations (includes a Board approved 4% increase)
- No increase in salary expense due to ongoing union negotiations.
- An increase of .76% in employer PERS costs (from 12.78% to 13.54%)
- No strike team revenue and expenses as they are not known at this time. If realized in FY 2024 they will be brought back to the Board as a budget amendment.
- Increased Worker's Comp and Liability Insurance in excess of normal cost of living increases.

The proposed preliminary FY 2024 **mitigation budget** includes the following:

- No miscellaneous Donation revenue (Motion Pro donations have been suspended)
- A \$20,000 expense for the estimated cost of Advanced Vehicle Locater (AVL) equipment

The Administrative Committee recommends the Board discuss the merits of setting up a Replacement Fund to provide funding for future building, vehicle, and equipment capital expenditures (see attached). Money set aside will be used to purchase capital items as they become unusable or obsolete.

Fiscal Impact

Adoption of Resolution 2023-06 will adopt the preliminary ***operating budget*** and the ***mitigation budget*** for FY 2024. The operating budget is balanced. The mitigation budget anticipates spending \$20,000 of fund balance to pay for the AVL equipment.

Recommendation

The Committee recommends that the Board adopt Resolution 2023-06.



**BOARD OF DIRECTORS OF THE
PENRYN FIRE PROTECTION DISTRICT
COUNTY OF PLACER, STATE OF CALIFORNIA**

RESOLUTION NO. 2023-06

A RESOLUTION ADOPTING THE PRELIMINARY BUDGET FOR FISCAL YEAR 2023-2024

WHEREAS: The Board of Directors of the Penryn Fire Protection District is fiscally responsible for the budget for the Fire District and;

WHEREAS: The Board of Directors has reviewed and approved the Preliminary Budget for Fiscal Year 2023-2024

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Penryn Fire Protection District that the District Administrator is authorized and directed to file a copy of the Preliminary Budget with the Placer County Auditor-Controller.

NOW THEREFORE BE IT FURTHER RESOLVED that the Placer County Auditor Controller is authorized and directed to input the 2023-2024 budgeted amounts for Fund FD32807 and Fund FD32808.

PASSED AND ADOPTED by the Board of Directors of the Penryn Fire Protection District this nineteenth day of June 2023, by the following vote on roll call:

AYES

NOES:

ABSENT:

Cheryl Hotaling, Chairperson

ATTEST:

Susan Mahoney, District Secretary

**MASTER AGREEMENT BY AND BETWEEN
PLACER HILLS FIRE PROTECTION DISTRICT, PENRYN FIRE PROTECTION
DISTRICT, NEWCASTLE FIRE PROTECTION DISTRICT, FORESTHILL FIRE
PROTECTION DISTRICT AND AUBURN CITY FIRE DEPARTMENT FOR
PROVIDING RECIPROCAL FIRE PROTECTION AND RELATED SERVICES**

THIS JOINT OPERATIONS AGREEMENT (“JOA”) is made and entered into this 24th day of May 2023 by and between the Placer Hills Fire Protection District (“PHFPD”), an independent fire district, the Penryn Fire Protection District (“PFPD”), an independent fire district, the Newcastle Fire Protection District (“NFPD”), an independent fire district, the Foresthill Fire Protection District (“FFPD”), 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, PHFPD, PFPD, NFPD, FFPD and ACFD, jointly seek to enter into a contractual arrangement that will provide a basis for increased cooperation between the Parties in the provision of fire protection and emergency medical services; and

WHEREAS, Each party wishes to share staffing as needed to fill vacancies.

NOW, THEREFORE, pursuant to the authority granted by Government Code sections 6502 and 55632 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 JOA between the Parties is hereby established as follows:

**II.
TERMS AND CONDITIONS**

A. INTENT

1. The Parties agree that this JOA contemplates and allows for circumstances in which one agency (for example PHFPD) may enter into individual agreements with other fire agencies, including other Parties to this JOA, to provide contracted services, reimbursed at a mutually agreeable rate (by way of illustration and not limitation, Fire Chief, administrative support, and/or fire investigation).

B. RESPONSE TO INCIDENTS

1. The 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 interests.
2. 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.
3. The Parties shall establish protocols for the purpose of maximizing the fire protection coverage of the jurisdiction through the repositioning of engines, should some of the normally staffed engines be committed to incidents for extended periods of time.
4. The Parties shall review the response protocol annually, or when staffing or other resources change, to ensure that one Party is not overly burdened by responses to the jurisdiction of the other Party.

C. JOINT COMMAND AND SUPERVISION OF FIRE DISTRICTS

1. The Parties shall establish protocols for the shared supervision and incident command of emergency personnel and resources of the Parties' fire departments. Such protocols shall be approved by the chief officers and captains 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.
2. 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.
3. For the purposes of this 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 could be the Party's Board of Directors.

D. JOINT USE OF PERSONNEL

1. The 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 response equipment of the other Party to incidents as may occur, in the same manner as if the station and equipment were staffed by the requesting Party's personnel. During times when personnel are so assigned, they shall be under the control and direction of the requesting Party.
2. At the discretion of the Fire Chief or the Battalion Chief, apparatus may be assigned to Strike Teams as requested. At no time will staffing within JOA jurisdictions be compromised for Strike Team assignments. Strike Team engines may include co-staffing from the Parties.
3. 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 the final payment within sixty (60) days following the termination of the use of those personnel. The requesting Party shall make payment to the other Party within thirty (30) days of receipt of the request for payment.
4. The Placer Hills, Foresthill and Auburn City Duty Chiefs will be dispatched as appropriate under the closest resource agreement.
 - a. If the Placer Hills or Foresthill or Auburn City Duty Chiefs are not dispatched as the closest resource, they will be dispatched as an agency representative for all calls in the JOA that require a Duty Chief. These Chiefs may respond at their own discretion if they have employee(s) working on that particular incident.
5. When a member of the JOA has a shift opening the following will occur:
 - a. The open shift will be offered to said department's staff.
 - b. If no member of said department fills the shift, it will be offered to the JOA.
 - c. If no JOA staff are able to fill the shift, the department with the opening will mandatory one of their own employees.

E. 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 JOA. Such policies or protocols, or contracts or sub-agreements, shall not be detrimental to this JOA or any Party to this 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 this JOA shall apply to the other areas of cooperation established under this section.

F. 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 Parties and their employees, officers, and board members (the “Indemnified Parties”) from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative, or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees, and causes of action to property or persons, including personal injury and/or death (each, a “Claim”) to the extent that the Claim (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of such Indemnifying Party’s own directors, officials, officers, employees, volunteers, contractors, subcontractors, consultants, or subconsultants; or arises out of, pertains to, or relates to an Indemnifying Party’s own breach of this Agreement.
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.

G. INSURANCE

1. As a material condition of this JOA, all Parties shall maintain insurance or lawful self-insurance meeting the following standards.

- a. Workers Compensation and Employers Liability

Each party hereto shall procure and maintain for the duration of this JOA 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 obtain workers' compensation insurance in the event of injury or illness to another Party's employee suffered in the course of providing services under this JOA.

- i. Workers' Compensation insurance with a statutory limit as required by the Labor Code of the State of California.
- ii. Employers' Liability with limits of \$750,000 per accident.
- iii. \$750,000 Disease per employee; \$750,000 Disease per policy.
- iv. Thirty (30) days' prior written notice of cancellation or material change must be provided to all other Parties to this JOA.
- v. The policy shall provide a Waiver of Subrogation endorsement in favor of the other Parties, their officers, officials, employees, agents, and volunteers for losses arising from work performed under this JOA.

- b. General Liability

- i. Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- ii. Minimum Limits: \$1,000,000 per Occurrence; \$10,000,000 General Aggregate.
- iii. Each Party and its officers, agents, employees, and volunteers must be endorsed as an additional insured for the liability arising out of ongoing operations by or on behalf of the other Party.
- iv. The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations hazard.
- v. The insurance provided to each Party and its officers, agents, employees, and volunteers as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the other Party.
- vi. Thirty (30) days' prior written notice of cancellation or material change must be provided to all other Parties to this JOA.

c. Vehicle Liability

- i. Minimum Limit: \$1,000,000 combined single limit per accident.
 - ii. Coverage must apply to all owned, hired, and non-owned vehicles.
 - iii. Each Party and its officers, agents, employees, and volunteers must be endorsed as an additional insured for the liability arising out of ongoing operations by or on behalf of the other Party.
 - iv. The insurance provided to each Party and its officers, agents, employees, and volunteers as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the other party.
 - v. Thirty (30) days' prior written notice of cancellation or material change must be provided to all other Parties to this JOA.
2. The Parties shall submit a certificate evidencing such coverage in a form satisfactory to each Party's Legal Counsel, chief administrative officer, or Board President, prior to this JOA being in force and thereafter upon request.
3. Each Party acknowledges that the insurance coverage and policy limits set forth in this JOA constitute the minimum amount of coverage and limits required. The insurance requirements under this JOA shall be the greater of (1) the full insurance coverage and limits carried by each Party, or (2) the minimum insurance requirements set forth herein. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein, and no representation is made that the minimum insurance requirements of this JOA are sufficient to cover the respective obligations of each Party.
4. Each Party shall name the other, its officers, employees, and agents as additional insured parties on its liability policies; provided that neither Party shall be required to name the other as an additional insured on its professional liability (errors and omissions policy).
5. The Parties shall provide thirty (30) days' written notice to the other prior to cancellation or modification of any insurance required by this Agreement. The Parties shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims-made basis is subject to the approval of each Party's Board of Directors. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve any Party of this JOA of liability in excess of such coverage, nor shall it preclude any Party of this JOA from taking such other actions as are available to it under any other provisions of this JOA or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by each Party in writing.

H. ADDITIONAL PARTIES

Other Placer County fire agencies may make a written request to the existing JOA membership to become a member of this JOA. The request shall indicate a commitment to the intent of the JOA and all provisions of this JOA. Once a member of this JOA, new members may petition the Parties to any sub-agreement to participate in that sub-agreement. Approval to participate in the JOA or any sub-agreement requires concurrence of all signatory Parties to this JOA.

I. WITHDRAWAL FROM THE JOA

Any Party to this JOA may withdraw from this JOA without penalty with ninety (90) days' written notice to the other Parties. Such withdrawing member shall perform all obligations under this JOA until the noticed date of withdrawal.

J. RELATIONSHIP OF PARTIES

Nothing in this 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.

K. INDEPENDENT CONTRACTOR

Each Party, in the performance of this 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 unemployment insurance, social security, and income taxes with respect to its employees.

L. NO THIRD-PARTY BENEFICIARIES

This JOA shall not be construed to create any third-party beneficiaries. Except as provided for in Paragraph I. above, this JOA is for the sole benefit of the Parties hereto. This JOA, however, shall not preclude each of the Parties from entering into agreements similar in nature and intent with other entities.

M. GOVERNING LAWS

Except as otherwise required by law, this JOA shall be interpreted, governed by, and construed under the laws of the State of California.

N. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

As an express covenant of this JOA, the Parties shall comply with all applicable laws in performing services under this JOA.

O. STANDARD OF CARE

In performing services under this 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

Penryn Fire Protection District
P.O. Box 219
Penryn, CA 95663
Attn: Fire Chief

Newcastle Fire Protection District
P.O. Box 350
Meadow Vista, CA 95722
Attn: Fire Chief

Foresthill Fire Protection District
P.O. Box 1099
Foresthill, CA 95631
Attn: Fire Chief

Auburn City Fire Department
1225 Lincoln Way
Auburn, CA 95603

Q. ENTIRE AGREEMENT

The Parties agree that this JOA constitutes the sole and only agreement between them representing fire protection and emergency services and correctly sets forth their obligations and duties with respect to each other.

R. MODIFICATION OF AGREEMENT

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

S. WAIVER

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

T. SEVERABILITY

Should any provision of this 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 JOA.

U. COUNTERPARTS

This 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 JOA to the other Party.

V. EXECUTION

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

W. 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 (except for payment obligations) 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

Date: _____

By: _____
Peter Hills, Chairman
Board of Directors

PENRYN FIRE PROTECTION DISTRICT

Date: _____

By: _____
Cheryl Hotaling, Chair
Board of Directors

NEWCASTLE FIRE PROTECTION DISTRICT

Date: _____

By: _____
William Kahrl, Chairman
Board of Directors

FORESTHILL FIRE PROTECTION DISTRICT

Date: _____

By: _____
Richard Hercules, President
Board of Directors

AUBURN CITY FIRE DEPARTMENT

Date: _____

By: _____
David Spencer, Fire Chief