# February 18, 2025 Tuesday @ 6:00 PM

# SIERRA COUNTY FIRE PROTECTION DISTRICT # 1 DIRECTORS MEETING AGENDA

Location: Fire Station 82 @ 102 E Main Street, Sierraville, CA 96126 &

Verdi Old School: Firehouse History Center (rear building) 165 Bridge Street, Verdi NV 89439 & 715 Moraine Court, Driggs, ID 83422

This meeting will be conducted in person and via video conference. Those who wish to attend via video conferencing should use the following link:

https://sierracountyfireprotectiondistrictno1-771.my.webex.com/sierracountyfireprotectiondistrictno1-771.my/i.php?MTID=mddde8b46ce168ff8ac4b69f6ae37718d

Meeting No. 2554 452 4695, Passcode: Sierra

CALL TO ORDER:	
Roll Call of Directors	
{ } Tony Commendatore, Chairperson	{ } Thomas Archer, Vice-Chair { } Tom Rowson
{ } Candy Hunter { } Laurie Belli	{ } Jeff McCollum { } Richard Maddalena
Quorum Yes/No	

#### **PUBLIC INTRODUCTION**

**PUBLIC COMMENT:** Matters under jurisdiction of the Sierra County Fire Protection District #1, and not on the agenda, may be addressed by the Public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of five minutes.

#### **CORRESPONDENCE:**

- 1. Fire Hazard Severity Zones
- 2. Sierra County Community Wildfire Protection Plan

MINUTES APPROVAL: Approval of the Minutes: 11/19/24 and 1/21/25

#### **FINANCIAL STATEMENT:**

- 1. Review P&L, Balance Sheet, Report of Funds as of January 31, 2025 H
- 2. Approve Bill Payments including City of Loyalton contract payment H
- 3. Update on Prepositioning and Incident Response Reimbursements H

# REPORTS & REQUESTS FROM DISTRICT CHIEF, BATTALION CHIEFS AND EMS COORDINATOR:

- 1. Chief's Report (Response Summary, Fleet, Communications System, Facilities)
- 2. Training / Recruitment/ Retention
- 3. Mutual aid agreement with Beckwourth Peak District

#### **UNFINISHED BUSINESS:**

- 1. Discussion regarding 2025 Tour de Manure
- 2. Discussion regarding TMFPD contract renewal (Candy)
- 3. Discussion regarding Station 84 Improvements
- 4. Update on FEPP Agreement potential opportunity to acquire water tender and side-by-side (Mick/Rick)
- 5. 2025 Priorities Assessment H
- 6. Verdi siren project (Candy)

#### **NEW BUSINESS:**

- 1. SSFRS Sattley generator request
- 2. Update to Financial Policy regarding investments (Tom R/Kelly)
- 3. Resolution 2025-2, Adoption of Uniform Public Construction Cost Accounting Procedures (Tom A)
- 4. Salary Survey-Assist Chief in annual salary update/March revision
- 5. Review of Capital Improvement Plan

# **ANNOUNCEMENTS AND COMMENTS:**

Sierra County Multi-Agency Hazard Mitigation Plan meeting 2/25/25 (Rick)

**NEXT SCHEDULED MEETING:** March 18, 2025 at 6:00 pm at the Sierraville School?

#### **ADJOURNMENT:**

Key: **T** – Tabled from previous meeting **H** –Handout

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# November 19, 2024 Tuesday @ 6:00 PM

### SIERRA COUNTY FIRE PROTECTION DISTRICT # 1

# DIRECTORS MEETING AGENDA MINUTES

Location: Fire Station 82 @ 102 E Main Street, Sierraville, CA 96126

This meeting will be conducted in person and via video conference. Those who wish to attend via video conferencing should use the following link:

https://sierracountyfireprotectiondistrictno1-771.my.webex.com/sierracountyfireprotectiondistrictno1-771.my/j.php?MTID=mddde8b46ce168ff8ac4b69f6ae37718d

Meeting No. 2554 452 4695, Passcode: Sierra

CALL TO ORDER: 6:08 pm
Roll Call of Directors
{X} Tony Commendatore, Chairperson {X} Thomas Archer {X} Tom Rowson {X} Richard Maddalena
{ } Candy Hunter absent { } Victoria Fisher, Vice Chair absent { } Jeff McCollum absent
Quorum <mark>Yes</mark> /No

# PUBLIC INTRODUCTION Van Maddox, Treasuer/Tax Collector

**PUBLIC COMMENT:** Matters under jurisdiction of the Sierra County Fire Protection District #1, and not on the agenda, may be addressed by the Public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a <u>maximum of five minutes</u>.

#### **CORRESPONDENCE FEPP Co-op Agreement Renewal**

MINUTES APPROVAL: Approval of the Minutes: 10/15/24 Dir. Rowson moved to approve, Dir. Maddalena seconded. 3 Ayes (Commendatore, Rowson, Maddalena), 1 Abstain (Archer), 3 Absent (Hunter, Fisher, McCollum) motion passed.

#### FINANCIAL STATEMENT:

- 1. Review P&L, Balance Sheet, Report of Funds as of October 30, 2024 H Clerk reviewed cash flow and reported transferring \$90,000 from Live Oak Savings to Plumas Operating on Oct 16, 2024 and set to transfer \$50,000 from Plumas Savings to Operating on Nov 20, 2024. Dir. Maddalena would like to see the purchase of new PPE and the disposal of old and pointed out that excess funding budgeted for EMS supplies could be used.
- 1. Approve Bill Payments H Clerk reviewed increased CSDA membership fees and added Reno Sparks Diesel for the amount of \$3,526.86 to the bills. Dir. Archer moved to approve the financial statements and payment of bills, Dir. Rowson seconded. 4 Ayes (Commendatore, Archer, Rowson, Maddalena), 3 Absent (Hunter, Fisher, McCollum) motion passed.
- 2. Update on Financial Audit In progress
- 3. Discussion with County Tax Collector regarding TOT EMS tracking and reconciliation Mr. Maddox spoke with the Directors on the topic. Directors sought clarification on reconciling the taxes due and/or collected quarterly with their distributions to the District. Maddox offered to send historical revenues by area for budget projections.

# REPORTS & REQUESTS FROM DISTRICT CHIEF, BATTALION CHIEFS AND EMS COORDINATOR:

- 2. Chief's Report (Response Summary, Fleet, Communications System, Facilities)
- 3. Training / Recruitment/ Retention
- 4. Mutual aid agreement with Beckwourth Peak District Chief Connolly not present. Emailed Chief's Report.

#### **UNFINISHED BUSINESS:**

- 1. Sierra County Hazard Mitigation Plan Tabled
- 2. Verdi area tax assessment and analysis The District agreed to review and track Verdi/Long Valley deficit or surplus revenues against the cost of fire protections for the area, including the contract with TMFPD.
- 3. Review and approve changes to Volunteer Reimbursement Policy **Dir. Maddalena suggested adding the** language, "When preposition scheduling and submission of pay documents cannot be accomplished during the preposition duty hours..." to Item C of policy. Archer moved to accept the amendment to policy with the inclusion of the suggested language, Dir. Maddalena seconded. 5 Ayes (Commendatore, Archer, Rowson, Maddalena), 3 Absent (Hunter, Fisher, McCollum) motion passed.
- 4. Approval of Enriquez administrative support services contract It was agreed that a standard timesheet should be included with payment requests.
- 5. Discussion regarding Station 84 improvements The Directors discussed options and need cost estimates still
- 6. Sattley Backup Generator Project Dir. Maddalena went over the project considerations around the property line, setbacks and the variance process and added that it would like commence in the spring.

#### **NEW BUSINESS:**

- 1. Approval of budget for holiday dinner party Dir. Rowson moved to approve \$1,500 from the retention incentives budget for the event, Dir. Archer seconded. 4 Ayes (Commendatore, Archer, Rowson, Maddalena), 3 Absent (Hunter, Fisher, McCollum) motion passed.
- 2. Discussion regarding potential vacancy/ Board organization Chair Commendatore announced Director Fisher to resign effective Dec. 31, 2024. Once a resignation is received to the Clerk, it will be forwarded to the County Board of Supervisors to advertise the vacancy and appoint.

#### **ANNOUNCEMENTS AND COMMENTS:**

**NEXT SCHEDULED MEETING:** Proposal to move December meeting from December 17th to December 10th *or* for next regular meeting to be held January 21, 2024 at 6:00 pm in Sierraville.

**ADJOURNMENT: 8:15 pm** 

Key: **T** – Tabled from previous meeting **H** – Handout

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# January 21, 2025 Tuesday @ 6:00 PM

# SIERRA COUNTY FIRE PROTECTION DISTRICT # 1

# DIRECTORS MEETING AGENDA MINUTES

Location: Fire Station 82 @ 102 E Main Street, Sierraville, CA 96126

This meeting will be conducted in person and via video conference. Those who wish to attend via video conferencing should use the following link:

https://sierracountyfireprotectiondistrictno1-771.my.webex.com/sierracountyfireprotectiondistrictno1-771.my/j.php?MTID=mddde8b46ce168ff8ac4b69f6ae37718d

Meeting No. 2554 452 4695, Passcode: Sierra

CALL TO ORDER: 6:00 pm

Roll Call of Directors

{X} Tony Commendatore, Chairperson {X} Thomas Archer {X} Tom Rowson {X} Richard Maddalena {X} Candy Hunter {X} Laurie Belli {X} Jeff McCollum

Quorum Yes/No

OATH OF OFFICE AND WELCOME OF RETURNING DIRECTORS Supervisor Sharon Dryden was present and performed the Oath of Office for Director's Belli, Rowson and Archer. Tom Rowson of Sierra Brooks was reappointed in December, his term expiring December 31, 2028. Thomas Archer of Sierraville was reappointed on January 7<sup>th</sup> to a four year term expiring December 31, 2029. Laurie Belli of Loyalton Pines was appointed January 21<sup>st</sup> to a vacant unexpired term until December 31, 2026. Laurie Belli previously served on the Board of Directors and was given a warm welcome back.

**NOTE OF APPRECIATION TO VICTORIA FISHER** for her service as District Director with emphasis on clarifying OES to authorize preposition of contract equipment (dozers) and helping the District and Eastern Plumas Health Care understand the policies surrounding replacement of expendable medical supplies. **Dir. Fisher was recognized for her time and efforts supporting the District.** 

**PUBLIC INTRODUCTION Staff present- Clerk Champion and Chief Connolly** 

**PUBLIC COMMENT: None** 

#### **CORRESPONDENCE:**

- 1. Sierra Cascade Street Rodders donation for purchase of AED for E282 Dir. Hunter expressed that the volunteer who applied for the grant on behalf of the District did a very good job and thanked her for it.
- 2. Sierra County Community Wildfire Protection Plan

Clerk presented additional correspondence from Sierraville-Sattley Fire and Rescue Service business group. Chair Commendatore asked that this be placed on the next meeting's agenda for discussion.

MINUTES APPROVAL: Approval of the Minutes: 11/19/24 Not available. Dir. Archer moved to table, Chair Commendatore seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, Belli, McCollum), motion passes.

#### **FINANCIAL STATEMENT:**

- 1. Review P&L, Balance Sheet, Report of Funds as of December 31, 2024 **H Van Maddox provided via email a** worksheet showing historical TOT collections by year, quarter and section of the county as discussed in the November meeting.
- 2. Approve Bill Payments including December bills and January TMFPD annual service contract payment **H** The Clerk presented the bills and asked for direction on a vendor requesting payment for services that was previously determined to be excessive. The vendor has continually asked for payment and offered a

\$100 discount. Dir. Rowson felt the Director's previous decision not to pay should stand. Clerk added reimbursement to a volunteer for apparatus repairs totaling \$5,169. Dir. Archer moved to approve the bill payments including \$600 to Thompson Garage Door and \$5,169 to volunteer Sifers. Dir. Hunter seconded. 6 Ayes (Commendatore, Archer, Maddalena, Hunter, Belli, McColluma), 1 No (Rowson), motion passed.

- Fire Mitigation Fees collected H The Clerk presented the report and pointed out a residential new construction project.
- 4. Update on FY 23/24 Financial Audit H The Clerk presented the draft audit and, new this year, Management's Discussion and Analysis. Dir. Hunter suggested adding the fire protection service contracts in the opening paragraph of the MD&A. Dir. Maddalena asked for clarification on the term "strike team" used. Dir. Archer moved to approve the audit with the discussed updates, Dir. Maddalena seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, Belli, McCollum), motion passed.

#### REPORTS & REQUESTS FROM DISTRICT CHIEF, BATTALION CHIEFS AND EMS COORDINATOR:

- Chief's Report (Response Summary, Fleet, Communications System, Facilities) Chief working to figure out maintenance compensation recommendation for volunteers Rudy and Phil.
- 2. Training / Recruitment/ Retention New volunteer, Shane Colter.
- 3. Mutual aid agreement with Beckwourth Peak District In progress.
- 4. Update regarding burn pile near Sierraville cemetery Future project.

#### **UNFINISHED BUSINESS:**

- 1. Station 84 Firefighter Improvements- Consideration to add dormitory for firefighters on assignment (Mick) H
  Direction was given to Chief Connolly to move forward with getting plans for the improvements and
  an bringing an estimate for consideration.
- 2. Approval of Agreement with Eastern Sierra County Firefighter Auxiliary for 2025 Tour de Manure (Tom A) **H Dir.**Maddalena asked that the District water tender be available to keep the dust down. The Directors discussed the need for an MOU going forward regarding the share of proceeds. Chair Commendatore moved to approve the MOU as presented, Dir. Hunter seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, Belli, McCollum), motion passed.

#### **NEW BUSINESS:**

- Authorize Chief Connolly to execute amendment to the Local Cooperative Fire Protection Agreement with USDA TNF
  to extend the termination date on existing agreement (Rick) H Dir. Archer moved to ratify execution of
  agreement, Dir. Hunter seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter,
  Belli, McCollum), motion passed.
- 2. Resolution 2025-01 Authorize Chief Connolly to represent the District in updating the existing FEPP Agreement (Rick) H Dir. Archer moved to authorize Chief Connolly to represent the District in updating the existing FEPP Agreement, Dir. Hunter seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, Belli, McCollum), motion passed.
- 3. Approval of request to update authorized banking signers (Kelly) **H Dir. Archer moved to update the** signatories on the Plumas Bank accounts (2294/5427), removing Victoria Fisher and adding Laurie Belli, Dir. Hunter seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, Belli, McCollum), motion passed.
- 4. Review of TMFPD 2023 Responses and update regarding service agreement (Candy) **H Dir. Hunter presented the Board with the projected financial position as it relates to the service contract with TMFPD. The Committee is working with the new Fire Chief to bring an updated agreement for consideration prior to the expiration in June.**
- 5. 2024 Annual Accomplishment Report- complete draft and set direction to District Clerk for distribution (Rick) **H Dir.**Archer moved to approve the annual report, Dir. Rowson seconded. 7 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, Belli, McCollum), motion passed. Direction was given to the Clerk to publish.
- 6. 2025 Annual Priority Assessment (Rick) H Directors to complete and bring back for further discussion.
- 7. Discussion/Action regarding siren relocation to Verdi and Firewise reimbursement (Candy) Dir. McCollum suggested he would get in touch with help to get the Sierraville siren down and bring it to the Sierraville Station to see if it still worked.

8. 2025 Board Organization- Appointment of Chair/Vice Chair, Selection of Committees Dir. Archer appointed Dir. Commendatore to continue as Chair for the year. Dir. Commendatore agreed and appointed Dir. Archer as Vice Chair. Archer agreed. Chair Commendatore appointed a Financial Committee of Belli, Maddalena, McCollum, District Clerk and the Fire Chief. The Apparatus Committee would continue as Maddalena, McCollum and the Fire Chief.

ANNOUNCEMENTS AND COMMENTS: Dir. Maddalena will not be present at the upcoming meeting. Chair Commendatore will attend remote.

**NEXT SCHEDULED MEETING:** February 18, 2025 at 6:00 pm in Sierraville.

**ADJOURNMENT: 7:57 pm** 

Key: T – Tabled from previous meeting H – Handout

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# SIERRA COUNTY FIRE PROTECTION DISTRICT #1

CORRESPONDENCE TO FOLLOW



# Fire Hazard Severity Zones - Rollout Plan

1 message

**OSFM** <fhszinformation@fire.ca.gov>Reply-To: fhszinformation@fire.ca.gov
To: sierracountyfire1@gmail.com

Fri, Feb 7, 2025 at 10:03 AM

STATE OF CALIFORNIA -- NATURAL RESOURCES AGENCY

Gavin Newsom, Governor



DEPARTMENT OF FORESTRY AND FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL P.O. Box 944246

SACRAMENTO, CA 94244-2460 (916) 568-3800 Website: www.fire.ca.gov



February 7, 2025

Dear local partners,

As you know we have been busy finalizing the Local Responsibility Area Fire Hazard Severity Zone recommendations. Based on the recent LA Fires and recovery, we have pivoted our roll out plan slightly to a phased-out approach. Starting February 10 we will start the four phases. Please download the attached map for the timing of when each phase will be transmitted to Local Agencies. The maps will be available at: <a href="https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/">https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/</a>

Sincerely,

Daniel Berlant State Fire Marshal

CAL FIRE - Office of the State Fire Marshal

**ACCESS FHSZ HUB** 

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# Official Transmittal of Fire Hazard Severity Zones

1 message

**OSFM** <fhszinformation@fire.ca.gov>Reply-To: fhszinformation@fire.ca.gov
To: sierracountyfire1@gmail.com

Mon, Feb 10, 2025 at 10:01 AM

STATE OF CALIFORNIA -- NATURAL RESOURCES AGENCY

Nebsite: www.fire.ca.gov

Gavin Newsom, Governor



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 588-3800



January 22, 2025

Dear: County Chief Administrative Officer, City Manager, Fire Chief, Fire Marshal

Re: Official Transmittal of Fire Hazard Severity Zones

The State Fire Marshal is mandated by Government Code (GC) 51178 to identify levels of fire hazard based on consistent statewide criteria and the expected severity of fire hazards. Government Code 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies, as defined per GC 51177(e), for their designation and adoption by ordinance. This letter serves as the official transmittal of the recommendation. For the Statutory requirements for local adoption please review <u>California Code, GOV 51179</u>.

Your City/County has been identified as having Moderate, High, Very High or a combination of Fire Hazard Severity Zones (FHSZ) within your jurisdiction. The maps and data are available in the FHSZ HUB at <a href="https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/">https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/</a>.

Please complete the Public Contact Survey in the FHSZ HUB using the link above. This information will be used for a public Webmap on the CAL FIRE-Office of State Fire Marshal website to guide your constituents to the appropriate contact person or website for the Local Responsibility Area FHSZ in your jurisdiction.

If you have additional questions, please feel free to contact our Team at **FHSZinformation@fire.ca.gov**.

Sincerely,

Daniel Berlant

CAL FIRE – Office of the State Fire Marshal

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# SIERRA COUNTY FIRE PROTECTION DISTRICT #1

REPORTS & REQUESTS FROM CHIEF TO FOLLOW

- 01/25 Mutual Aid requested by Beckworth Peak FPD vehicle fire on A23
- 01/25 Medical call in Calpine, transport by ground ambulance
- 01/25 Fire training in Calpine
- 01/29 Medical call in Sierraville, transport by air ambulance
- 01/29 Fire training in Calpine
- 01/31 Tone out for control burn at Sattley Transfer Station, canceled enroute
- 02/05 Fire training in Calpine
- 02/06 Medical stand by for law enforcement, Calpine
- 02/12 Fire training in Calpine

Medical - 3

Fire - 2

Training - 4

TOTAL: 5 calls, 4 trainings

# SIERRA COUNTY FIRE PROTECTION DISTRICT #1

UNFINISHED BUSINESS TO FOLLOW

# PROJECTED FINANCIAL POSITION for TMFPD CONTRACT FY 25/26-31/32: 3% increase Year 1, then 2% Year 2 & 3

Agreement Year	Fiscal year	TMFPD Fire Service Fee: increase by 3% Year 1, 2% Years 2,3 3% Years 4,5,6 then renegotiate	Available Property taxes from the annexed areas less 17% County and 15% SCFPD Fees, estimated 2% increase 25/26 and forward	County Service Fee (CS)	Available Property Tax Plus County Service Fee	Surplus or deficit with no increase in County Service Fee
1	19/20	\$48,000.00	\$28,327.97	\$17,999.80	\$46,327.77	-\$1,672.23
2	20/21	\$48,000.00	\$29,388.47	\$17,999.80	\$47,388.27	-\$611.73
3	21/22	\$48,000.00	\$30,249.45	\$18,313.02	\$48,562.47	\$562.47
4	22/23	\$48,000.00	\$33,593.06	\$17,530.24	\$51,123.30	\$3,123.30
5	23/24	\$48,000.00	\$36,327.00	\$17,530.24	\$53,857.24	\$5,857.24
Current contract year	24/25	\$48,000.00	\$43,791.15	\$17,530.24	\$61,321.39	\$13,321.39
1	25/26	\$49,440.00	\$44,666.97	\$17,530.00	\$62,196.97	\$12,756.97
2	26/27	\$50,428.80	\$45,560.31	\$17,530.00	\$63,090.31	\$12,661.51
3	27/28	\$51,437.38	\$46,471.52	\$17,530.00	\$64,001.52	\$12,564.14
4	28/29	\$52,980.50	\$47,400.95	\$17,530.00	\$64,930.95	\$11,950.45
5	29/30	\$54,569.91	\$48,348.97	\$17,530.00	\$65,878.97	\$11,309.06
6	30/31	\$56,207.01	\$49,315.95	\$17,530.00	\$66,845.95	\$10,638.94
TOTAL						\$92,461.51
AVERAGE			\$47,419.54	\$17,530.00	\$64,949.54	\$64,949.54

# AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES

THIS AGREEMENT TO PROVIDE FIRE PROTECTION is made and entered into pursuant to NRS 277.180 by and between Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as "TMFPD"; the County of Sierra, Board of Supervisors, hereinafter referred to as "COUNTY"; and Sierra County Fire Protection District No. 1, hereinafter referred to as "SCFPD", all of whom do hereby agree as follows:

**WHEREAS**, SCFPD is a public agency organized pursuant to the California Fire Protection District Act of 1987, Section 13800, and following the California State Health and Safety Code located in Sierra County, California,

WHEREAS, TMFPD is a fire protection district organized pursuant to NRS 474.460 to provide fire protection services in defined unincorporated areas of Washoe County, which includes the communities of Verdi and Cold Springs-Bordertown in the State of Nevada; and,

WHEREAS, the community of Verdi is a border community located in the States of Nevada and California with the majority of the residential population and business district occurring within Nevada and a smaller residential population living in California and the community of Long Valley is an area of agricultural properties in California containing a small number of residences located west of the Nevada communities of Bordertown-Cold Springs; and,

WHEREAS, SCFPD boundaries include the community of Verdi, California, and the agricultural residences located in Long Valley, California, consisting of approximately 112 residential structures and associated outbuildings and 2 commercial properties to which SCFPD is currently unable to provide effective fire service and emergency medical response; and,

WHEREAS, COUNTY participation in this Agreement is required and limited to creating and maintaining a County Service Area Zone and related property assessments, for those portions of Verdi and Long Valley, California, in order to provide necessary funding during the term of this Agreement; and,

WHEREAS, due to the mutual risk of loss of life and property in the event of a fire because of the close proximity of Nevada and California properties in Verdi and Long Valley, and the ability and willingness of TMFPD to more effectively protect lives and property in Nevada by providing fire protection and other services described herein in the described areas in Verdi and Long Valley, California, TMFPD, COUNTY, and SCFPD have entered into several Agreements in the past which allow TMFPD to provide local fire suppression and emergency medical services in exchange for the payment of fees by SCFPD and COUNTY to TMFPD; and,

WHEREAS, TMFPD continues to be willing to provide fire suppression and emergency medical aid, excluding paramedic transport/ambulance services, to the portions of Verdi and Long Valley located in California, described more specifically in Exhibits 1 and 2 attached to this Agreement and incorporated herein; and,

WHEREAS, NRS 277.180 allows public agencies such as TMFPD, COUNTY, and SCFPD to enter into contracts with other public agencies to perform governmental services, activities or undertakings which they are authorized by law to perform; and,

WHEREAS, the SCFPD, COUNTY, and TMFPD have engaged in negotiations over the provision of services and costs to be paid by SCFPD and COUNTY to TMFPD for the provision of the aforementioned services under the terms of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and each and every covenant and condition contained herein, the Parties hereto agree as follows:

#### **OPERATIVE PROVISIONS**

#### 1. SERVICES

TMFPD shall provide fire suppression and emergency medical aid, excluding paramedic transport and ambulance services, on an as needed and on-call basis to the areas represented on maps attached hereto as exhibits 1 and 2, within Verdi, Sierra County, California and Long Valley, Sierra County, California. The foregoing is with the understanding that the services will be limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD is not required to provide wildland fire protection services., paramedic transport/ambulance services, hazardous materials containment, defensible space inspections, fire code enforcement, consultation, incident investigation, or any other services not specifically stated within this Agreement. The Parties also understand and agree TMFPD's duty and ability to provide resources in response to any particular incident shall be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD shall not be required to provide services that impair the ability of TMFPD to respond to or provide services for incidents that occur within TMFPD boundaries. SCFPD agrees any such failure to provide services by TMFPD shall not constitute a basis for a refusal to pay or for a refund of any funds called for in this Agreement. The Parties to this Agreement may agree to voluntarily coordinate and participate in community programs, public outreach, and project development on fire fuel management, defensible space management, biomass reduction, fire prevention, and safety, and other programs consistent with the mission of TMFPD and SCFPD.

# 2. TERM AND TERMINATION

A. TERM: This Agreement commences July 1, 2025, and continues for a period of three (3) years, unless extended or terminated pursuant to the terms of this Agreement. This Agreement will automatically renew and extend on July 1, 2028, for an additional period of three (3) years unless either Party provides written notice of intent to terminate at least ninety (90) days prior to July 1, 2028, in which case the Agreement shall expire of its own accord on July 1, 2031.

- B. TERMINATION WITHOUT CAUSE: TMFPD and SCFPD may terminate this Agreement without cause upon the giving of advance written notice as described in Section 11 herein. Termination shall be effective One Hundred Eighty (180) days after giving of such notice.
- C. FUNDING OUT: TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. TMFPD agrees to appropriate funds necessary to carry out its duties, as set forth in this Agreement. If TMFPD does not allocate funds sufficient to continue to provide services, this Agreement may be terminated when appropriated funds expire, without penalty, charge or sanction to COUNTY or SCFPD. Any money already paid to TMFPD by SCFPD shall be refunded in an amount reduced by the value of any services already rendered by TMFPD to SCFPD hereunder based on a pro-rata calculation of months remaining in the year for which payment was received.

#### 3. PAYMENT

SCFPD shall make the following annual payments to TMFPD for services rendered during the term of this agreement:

```
July 1, 2025 - $49,440 (for Fiscal Year 2026, July 1 through June 30) July 1, 2026 - $50,428 (for Fiscal Year 2027, July 1 through June 30) July 1, 2027 - $51,437 (for Fiscal Year 2028, July 1 through June 30)
```

The parties agree to meet 120 days prior to the termination of this agreement to review costs (including potential increases). However, if this Agreement is automatically extended before the parties can meet and agree on the updated cost, the schedule for payment from SCFPD to TMFPD each fiscal year thereafter during the extended term shall be increased by 3% for each fiscal year until the parties have agreed upon an updated cost.

# 4. FACILITIES, EQUIPMENT, APPARATUS, AND MATERIALS

TMFPD shall, at its sole cost and expense, furnish all facilities, personnel, equipment, apparatus, insurance, management, and other items that may be required for furnishing services pursuant to this Agreement.

#### 5. RECIPROCAL WAIVER OF CLAIMS

The Parties to this Agreement shall each be responsible for their own losses, including Workers Compensation Benefits as may be applicable to any injuries sustained by an employee, officer, director or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as consequence of the performance of services under this Agreement.

#### 6. INDEMNIFICATION

TMFPD shall indemnify, defend and hold SCFPD, its Officers, Directors and Volunteers, harmless on account of any claims, demands, losses, judgments, including attorneys' fees and costs, as may be occasioned by or resulting from the acts or omissions of TMFPD, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

SCFPD shall indemnify, defend and hold TMFPD, its Officers, Commissioners, and Volunteers, harmless on account of any claims, demands, losses, judgments, including attorney's fees and costs, as may be occasioned by or resulting from the acts or omissions of TMFPD, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

#### 7. INSURANCE

TMFPD and SCFPD shall at all times maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$10,000,000 each occurrence and general aggregate. SCFPD shall be included as an Additional Insured under TMFPD's CGL and TMFPD shall be included as an Additional Insured under SCFPD's CGL. TMFPD's insurer and SCFPD's insurer shall provide at least thirty (30) days prior written notice of cancellation, with an exception of ten (10) days for non-payment of premium.

#### 8. AUTHORITY

The Parties' hereby warrant that they have the authority to enter into this Agreement.

#### 9. GOVERNING LAW

The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. Venue for any legal proceedings shall be in any state or federal court in Washoe County, Nevada, which the Parties agree shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

#### 10. WAIVER

A waiver by either Party of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

#### 11. NOTICES

Submittals, requests, notices and reports required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

#### For TMFPD:

Truckee Meadows Fire Protection District Attn: Fire Chief 3663 Barron Way Reno, NV 89511

#### For SCFPD:

Sierra County Fire Protection District# 1 Attn: Chairman, Board of Fire Directors PO Box 255 Sierraville, CA 96126

#### Copy To:

Sierra County Fire Protection District #1 Attn: Fire Chief PO Box 255 Sierraville, CA 96126

#### For COUNTY:

Sierra County Board of Supervisors Attn: Chairman of the Board PO Drawer D Downieville, CA 95936

# Copy To:

County of Sierra Attn: Director of Public Works PO Box 98 Downieville, CA 95936

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

#### 12. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by both Parties to this Agreement.

# 13. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

#### 14. NO PARTNERSHIP

This Agreement shall not create a partnership nor joint venture, as between the Parties, nor shall be considered as such. Each of the Parties shall retain their independent status. Neither TMFPD nor SCFPD are agents of one of the other but are, rather, independent contractors.

# 15. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to create, or to be construed to create, any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third-party beneficiaries for any person or entity.

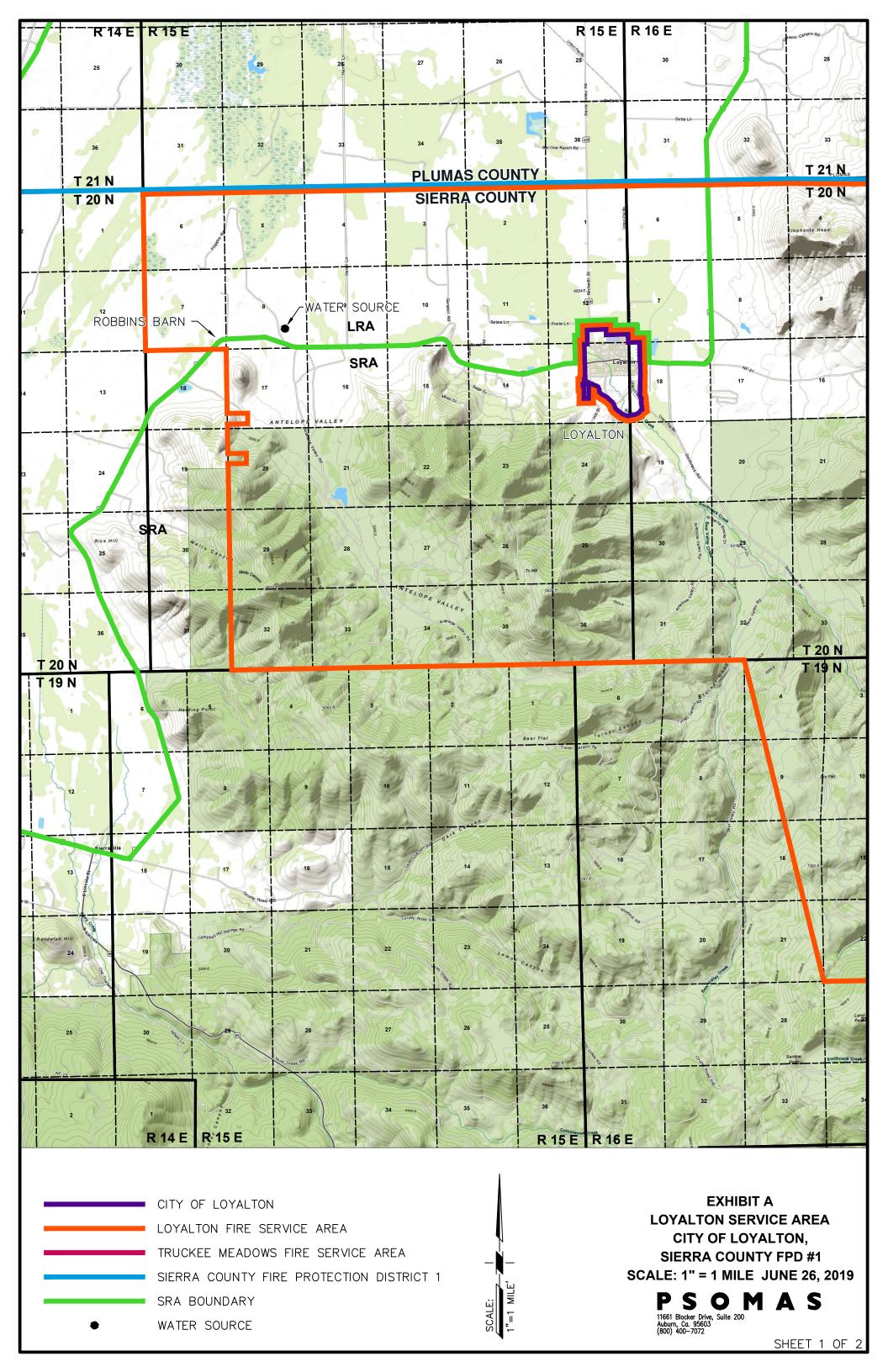
#### 16. EFFECTIVE DATE OF AGREEMENT

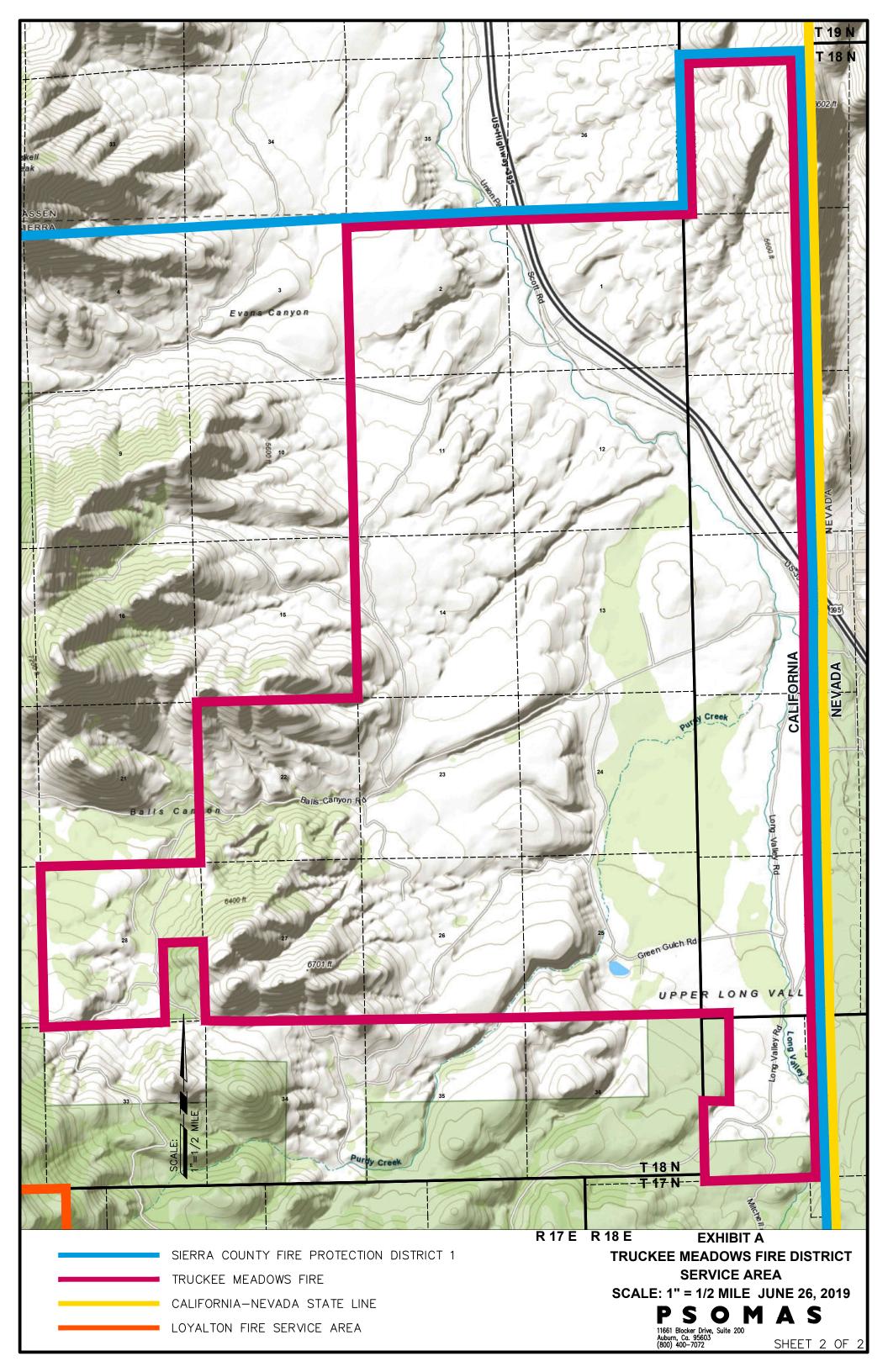
This Agreement is effective as of July 1, 2025.

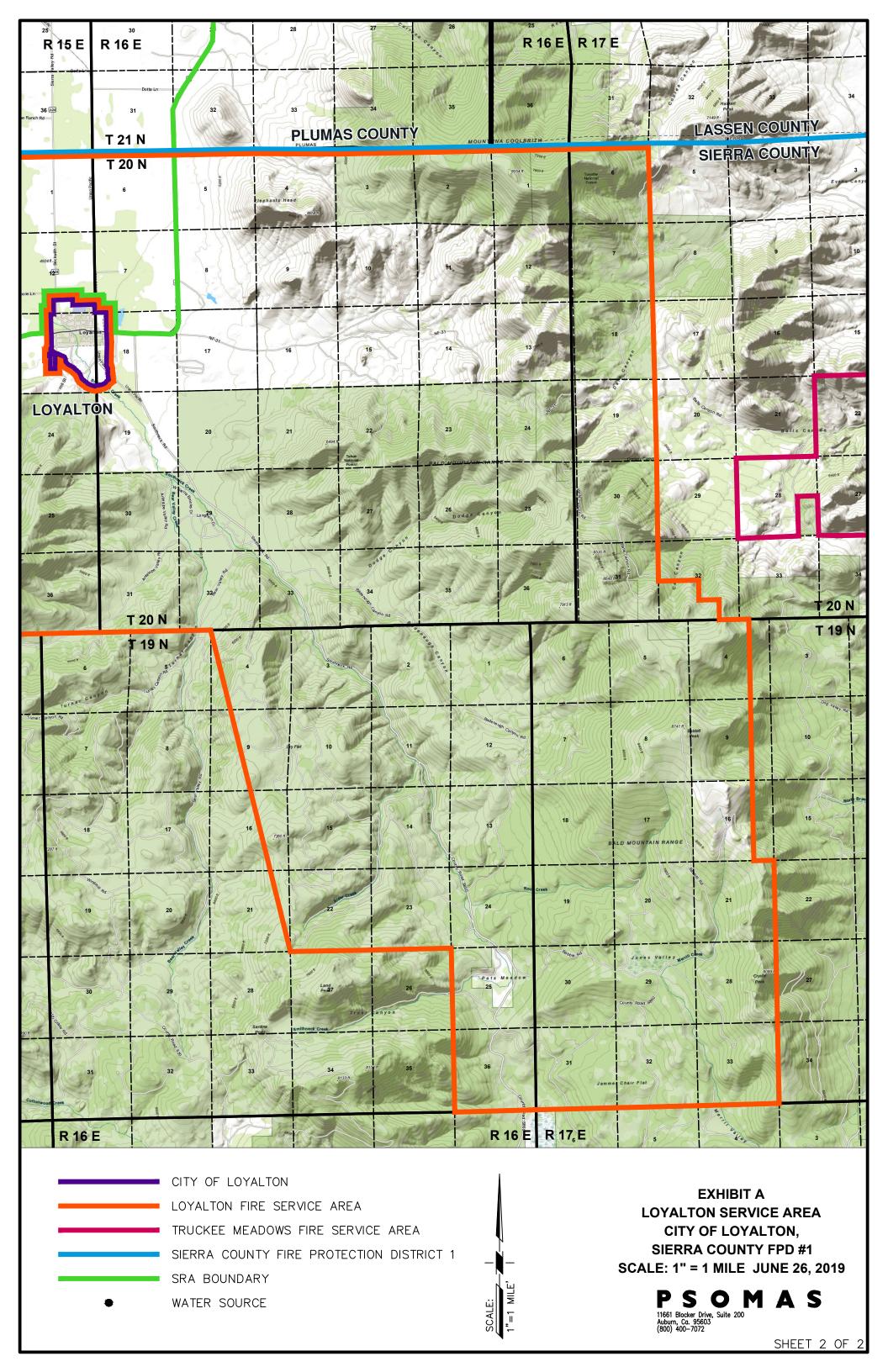
**IN WITNESS WHEREOF**, the parties have executed this Agreement.

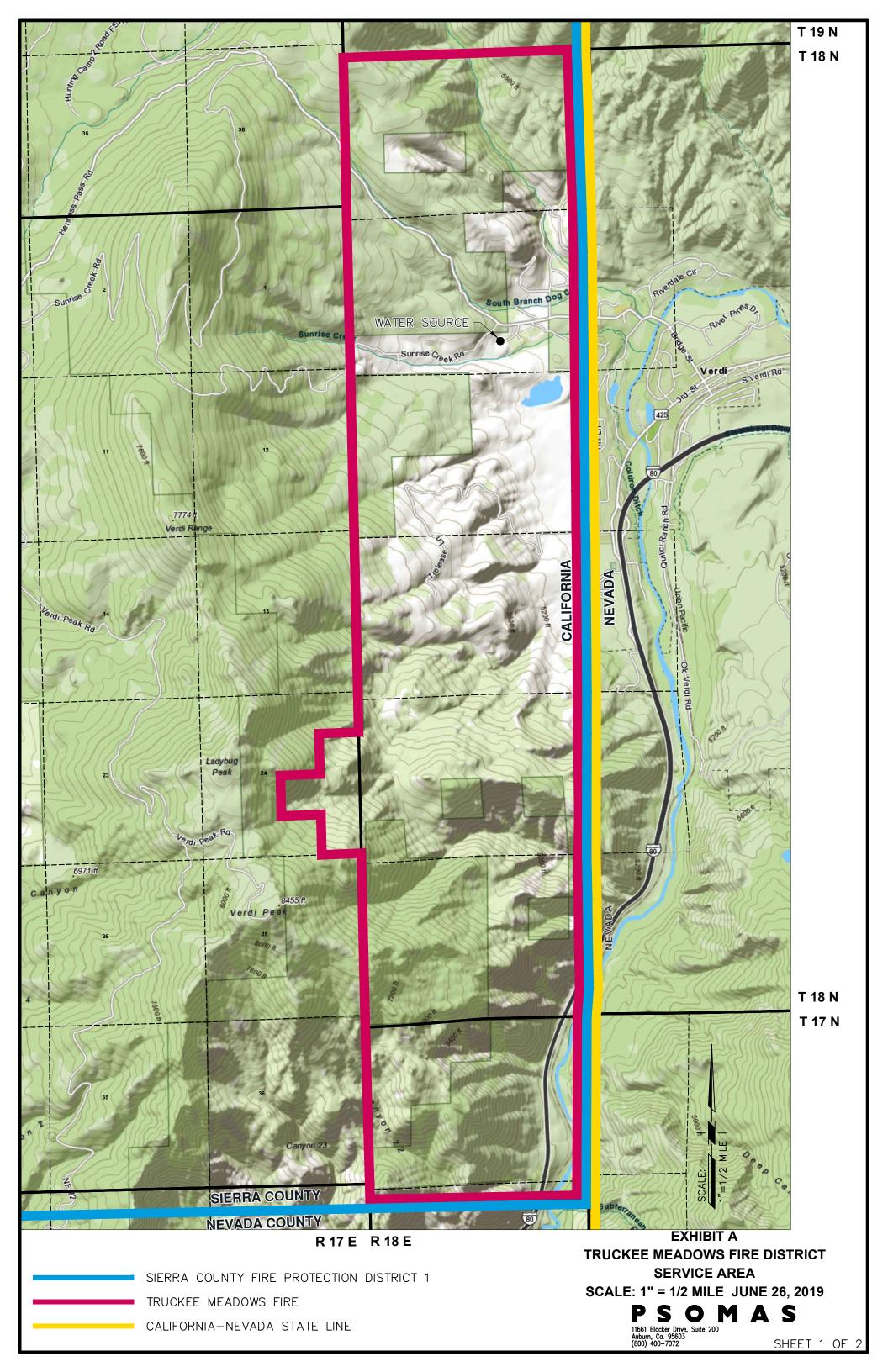
BOARD OF SUPERVISORS	ATTEST:	
By: Chair of the Board	By: Clerk of the Board	
APPROVED AS TO FORM:		
By: County Council		

SIERRA COUNTY FIRE PROTECTION DISTRICT #1 BOARD OF DIRECTORS	ATTEST:
By: Chair of the Board	By: Clerk of the District
APPROVED AS TO FORM:	
By: Council to the District	
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT BOARD OF FIRE COMMISSIONERS	ATTEST:
By: Chair of the Board	By: Clerk of the Board
APPROVED AS TO FORM:	
By: Council to the District	









# SIERRA COUNTY FIRE PROTECTION DISTRICT #1

NEW BUSINESS TO FOLLOW

#### Sierraville/Sattley Fire and Rescue Service

January 19, 2025

Sierra County Fire Protection District #1 Attn: Directors PO Box 255 Sierraville, CA 96126

Dear Directors,

The Sierraville/Sattley Fire and Rescue Service business group would like to complete the Sattley water tanks pumphouse project by installing a generator for the water tanks pumphouse. We would like to ask for your support and authorization to move forward with the installation of a generator. We propose to pay for the purchase and installation of the Generator, automatic transfer switch and a propane tank. If authorized, we would need Sierra County Fire Protection District #1 to obtain the required building permit from the county for the generator and to open an account for the propane.

We feel it is important to have a generator for the Sattley water tanks as the water tanks are the only source of public water in Sattley. They serve the only fire hydrant in Sattley, are centrally located between Sierraville and Calpine, are easily accessible and will not deplete a potable water system. We estimate the cost of this project will be around \$12,000. Thank you for your consideration of this proposal.

Thank you for your support, dedication, and service to our community, it is appreciated.

Jill Slocum for the Sierraville/Sattley Fire and Rescue Services business group.



#### FINANCIAL OVERSIGHT - FINANCE COMMITTEE

## **PURPOSE:**

The purpose of this Policy is to list options for oversight on financial matters concerning operations of Sierra County Fire Protection District #1.

# **POLICY**:

It shall be the policy of the Sierra County Fire Protection District #1 Board of Directors to provide financial oversight for the provision of services to the citizens served by the District. This governing body shall function as prescribed in the California Special District Law, Fire Protection Districts (Health and Safety Code §13800et. Seq.), the Meyers-Milias-Brown Act, and the Ralph M. Brown Act.

When determined to be necessary or desirable, as outlined in the *Board of Directors Operations Policy, Article V, Section 5.5*, the Board of Directors may form and maintain a Finance Committee to provide financial oversight for provision of services to the citizens served by the Sierra County Fire Protection District #1 and make recommendations to the Board of Directors.

#### INTENT:

The provisions of the policy are to assist the Board of Directors of the Sierra County Fire Protection District #1 as they administer and represent the business and affairs of the District. It is the intent and purpose of this directive to help, clarify and define the responsibilities of the authorized officials of the Sierra County Fire Protection District #1.

# PROCEDURES:

When the Finance Committee is utilized to provide financial oversight on behalf of the Board of Directors, the Committee shall:

Review Monthly Financial Statements and Expenditure Detail with staff and make recommendations to the Board of Directors.

Review other financial reports and issues with staff as directed by the Board.

Review the Annual Budget with staff and make recommendations to the Board.

#### SIERRA COUNTY FIRE PROTECTION DISTRICT #1

#### FINANCIAL POLICY



Work with staff on financial issues, revenue and expenditure issues as directed by the Board.

When the Finance Committee is not utilized, the full Board of Directors shall be responsible for carrying out these financial duties for Sierra County Fire Protection District #1.

FINANCIAL POLICY



#### **CREDIT CARD USAGE**

# **PURPOSE**:

The purpose of this policy is to prescribe the internal controls for management of District credit cards.

# **POLICY:**

This policy applies to all individuals who are authorized to use District credit cards and/or who are responsible for managing credit card accounts and /or paying credit card invoices.

# **IMPLEMENTATION:**

A credit card shall be issued to the Fire Chief. Credit cards may also be issued to members of the Board of Directors who provide procurement and operation oversight under the direction of the full Board of Directors. A credit card shall be issued to the District Bookkeeper for vendor purchases which do not accept credit account purchases but are of benefit to the District. Card limits are as follows:

Fire Chief	\$5,000	
Fire Chief Deployment Card	<del>\$2,000</del>	\$3,000
Director	\$2,000	
Bookkeeper	\$2,000	

All credit card invoices shall be paid in a timely manner to avoid late fees and finance charges.

All credit card expenses shall be reasonable and necessary to the furtherance of District business. Credit cards should not be used if the District has an existing account relationship with the merchant. No personal expenses shall be charged on a District credit card. If there is an overlap on a transaction between personal and District

#### FINANCIAL POLICY



business, the purchase shall be paid personally and then request reimbursement from the District.

All credit card transactions shall have third-party documents (receipts) attached and the District purpose annotated by the cardholder. Documentation should be forwarded to The District Bookkeeper as soon as possible. The District Bookkeeper shall review expenditures with the Finance Committee or the full Board of Directors.

Sierra County Fire Protection District #1 (the "District") will issue credit cards to

# AUTHORIZED USER AGREEMENT USE OF DISTRICT ISSUED CREDIT CARDS

authorized individuals for use in their jobs. The District out the acceptable and unacceptable uses of such credit cords in a privilege, which the District may withdre	lit cards. Use of District-issues
credit cards is a privilege, which the District may withdreepeated abuse.	aw in the vent of serious of
I,	use the credit card for District violation of the policy, I.e., incur ne scope of my duties, my use the card for personal penses and agree to reimburse
I have read the Authorized User Agreement: Use of Disunderstand that misuse of the District-issued credit card legal action.	
Signature of Authorized User	Date
Name (Please Print)	

FINANCIAL POLICY



#### **INVESTMENT POLICY**

# **PURPOSE:**

This policy is intended to provide guidelines for the prudent investment of the District's cash for which no immediate need is anticipated. The District has chosen to abide by a uniformly conservative policy in the investment of temporarily idle funds.

The District follows the "prudent person rule" outlined in the Civil Code, §2261, et. Seq., which states in essence that in investing, a commissioner shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs. The District is further restricted by provisions of the Government Code, §53600, et. Seq.

The District considers investments based on safety, liquidity and yield when choosing investment options. The District attempts to obtain the highest yield obtainable, as long as investments meet the criteria established for safety and liquidity. The District only operates those investments that are considered safe. Liquidity of funds is considered in terms of expected and unexpected need for the funds based on known encumbrances and historical experience. As a minimum the District shall maintain reserve balances consistent with the District's current Financial Reserve Policy.

Interest Rate Risk: Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Credit Risk: Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating issued by a nationally recognized statistical rating organization. The County's investment pool does not have a rating provided by a nationally recognized statistical rating organization.

# **BANK CERTIFICATES OF DEPOSIT:**

The District may enter into any contract with a depository relating to any deposit which in the Board's judgement is to the public advantage with certain restrictions. Any deposit to a savings association or bank shall not exceed a level of such that is insured or secured as required by law.



# CALIFORNIA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (Cal CLASS):

The District may periodically deposit monies into the Cal CLASS investment pool. There is no set maturity date of these investments. They may be withdrawn at any time without penalty. The interest rates should be reviewed periodically along with Certificates of Deposit (CD's) issued by local banks or savings associations when determining best investment strategies.

# **SIERRA COUNTY INVESTMENT POOL:**

The Board of Directors has set forth the authorization and deposit of the investment of excess funds with the Treasurer of Sierra County, as outlined by Resolution 2014-1. The Board of Commissioners Directors may determine, from time to time, that it may be advantageous to make deposits for the purposes of investment with the Sierra County Treasurer. The Board of Commissioners Directors has reviewed the Sierra County Treasurer's Investment Policy Statement (the "IPS) and is familiar with its contents. Having considered and weighed the risks of investing (including, but not limited to, the risks of loss of interest and principal) the Board of Directors finds and determines that it is appropriate and legal to invest its money in the Sierra County Treasury as permitted by the IPS. The authority to make deposits and withdrawals of District funds in the County Investment Pool is delegated to the County Secretary/Treasurer.

# **CAPITALIZATION AND DEPRECIATION:**

Capital projects or composite group purchases approved as part of the Capital Improvement Budget shall be capitalized at the end of the fiscal year that the project or purchase is completed and accepted by the District's Board of Directors as an asset to the District. It is the District's policy not to capitalize any project or purchase with a value of less than \$5,000 unless an individual purchase can be associated with a completed project or composite group of approved purchases. Depreciation shall be computed by the District Auditor and reviewed by the District Bookkeeper during the annual audit.

# **SIERRA COUNTY TAX COLLECTOR:**

Property taxes are collected by Sierra County and held until requested by the District. These funds are invested according to the Sierra County Treasurer's Investment Policy.



# LOCAL AGENCY INVESTMENT FUND (LAIF)

The Local Agency Investment Fund (LAIF) is a voluntary program created by state statue in 1977 as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio using the expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer. The District maintains funds through LAIF, administered by the Board of Directors through the Sierra County Treasurer. There is no maturity date of these investments and with Board approval, they may be withdrawn at any time without penalty.

# **GRANT FUNDS**:

On occasion the Sierra County Fire Protection District #1, under the guidance of the Sierra County Treasurer's Office, may receive and disperse grant funds intended for use by other agencies or committees within District boundaries which are beneficial to constituents of the District. These grants funds will be held and dispersed as agreed, with no financial impact to the District.

Amended February 18, 2025

#### **RESOLUTION 2025-2**

# RESOLUTION OF THE BOARD OF DIRECTORS SIERRA COUNTY FIRE PROTECTION DISTRICT #1 R-4 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seg., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

WHEREAS, the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sierra County Fire Protection District, a local State Agency, hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the District notify the State Controller forthwith of this Election.

Passed	and adopted this 18th day of February 2025, by the following Roll Call Vote:
	AYES:
	NOES:
	ABSENT:
	ABSTAIN:
and ce Directo has no	dersigned, Kelly Champion, Clerk Secretary of the District heretofore named, does hereby attest rtify that the foregoing is a true and correct copy of a Resolution of the Governing Board of ors adopted at a duly convened meeting on the date referenced above, and that said Resolution to been altered, amended, or repealed.  February 18, 2025
APPRO	VED:  Tony Commendatore, Board President
ATTES <sup>-</sup>	Γ:

**Kelley Champion, District Clerk Secretary** 

# SALARY SURVEY

for

# AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

(California Fire Assistance Agreement)

Start Date: 07/14/2024

**End Date:** 

Status: Reviewed

Agency 3-Letter MACS I.D.:	Agency / Department Name:
SER	Sierra County Fire Protection District 1

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement. The chart below reflects the hourly Salary Rate, or Base Rate submitted for each classification used by your agency.

Classification Title	Base Rates	Are you Utilizing the Base Rate?	Are you adding WC/UI?	Salary Rate (ST)
Chief	\$34.59	Yes	Yes	\$37.80
Deputy Chief	\$34.59	Yes	Yes	\$37.80
Division Chief	\$34.59	Yes	Yes	\$37.80
Assistant Chief	\$34.59	Yes	Yes	\$37.80
Battalion Chief	\$34.59	Yes	Yes	\$37.80
Co. Officer/Capt./Lt.	\$27.77	Yes	Yes	\$30.35
App. Officer/Eng	\$27.77	Yes	Yes	\$30.35
Firefighter/FF-PMedic	\$27.77	Yes	Yes	\$30.35

NOTE: These rates are not effective until the date they are received by Cal OES. What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Name	Authorized Representative	Date	
Mick Connolly		07/14/2024	

Printed Date: 09/23/2024 11:59















\*\*We are no longer accepting hard copy submission for Salary Surveys,
Administrative Rates, Attachment A, and MOU/MOA, GBR, or equivalent. If you are
not familiar with the Mutual Aid Reimbursement System (MARS), please visit the
Help Guide posed on the Cal OES Website.\*\*

## INSTRUCTIONS FOR COMPLETING THE CAL OES SALARY SURVEY

The information provided by your agency submitted through MARS will be used to generate invoices for those incidents that your agency responds to under the terms and conditions of the Agreement for Local Government Fire and Emergency Assistance (California Fire Assistance Agreement - CFAA). The agencies signatory to the CFAA are: State of California, California Governor's Office of Emergency Services (Cal OES); State of California, Department of Forestry and Fire Protection (CAL FIRE); USDA Forest Service (USFS); USDI agencies Bureau of Land Management (BLM), National Park Service (NPS), Fish and Wildlife (FWS), and Bureau of Indian Affairs (BIA).

#### REQUIRED FOR REIMBURSEMENT

The following information must be provided with the Salary Survey submitted through MARS. Failure to provide all items may delay your reimbursement significantly.

# 1. Agency Federal Taxpayer I.D. Number or Federal Employer I.D. Number

The Agency Federal Taxpayer I.D. Number or Federal Employer I.D. Number must be provided. Your agency's Accounting Office or Personnel Office should be able to assist you in determining this number.

# 2. Unique Entity Identifier (UEI) Number

The UEI Number requirement is a federal government-wide policy published in the Federal Register (68 FR 34802) for applications of Federal Grants and Cooperative Agreements. The UEI Number does not replace your agency's Federal Employer I.D. Number. If you do not have a UEI Number, you must obtain your agency's UEI Number by contacting (866) 606-8220 or visiting <a href="https://www.fsd.gov/gsafsd\_sp">https://www.fsd.gov/gsafsd\_sp</a>.

# 3. System for Award Management (SAM)

All current and potential federal government vendors (anyone who responds to a federal order/request) must register in SAM to be eligible for contract awards and payments.

**REGISTRATION IS FREE.** To register, go to the SAM website at <a href="www.sam.gov">www.sam.gov</a>. For registration assistance, contact (866) 606-8220. Accounts must be accessed every **13 MONTHS** in order to stay active.

#### 4. Financial Information System for California (FI\$Cal) Supplier I.D. Number

The FI\$Cal Supplier I.D. Number must be provided. To see if you have an existing Supplier I.D. call (855) 421-6355 ext. 1. If you do not have a Supplier I.D., complete a <u>Government Agency Taxpayer I.D. Form</u> and send it directly to the FI\$Cal office at <u>vendors@fiscal.ca.gov</u>.

The Agency Federal Taxpayer I.D./Federal Employer I.D. Number, UEI Number, and SAM registration are required for reimbursement by the federal government. The Agency Federal Taxpayer I.D./Federal Employer I.D. Number and FI\$Cal Supplier I.D. Number is required for reimbursement by the State of California. All local agency resources including apparatus, personnel, and overhead are considered "vendors" in the use of the CFAA.

Page 1 of 5 May 8, 2023

## \*\*\*\*\*\*PLEASE READ COMPLETELY\*\*\*\*\*\*

# **SUMMARY**

The current CFAA defines the terms and conditions of local agency response(s) and reimbursement(s) for state or federal fire agency incidents through the California Fire and Rescue Mutual Aid System. The Cal OES Fire and Rescue Division administers the Agreement, including generating invoices on behalf of local government for fire and emergency assistance provided under the terms and conditions of this Agreement.

Exhibit "A", section A-8.2 of the Agreement Between Cal OES / CAL FIRE / USFS / BLM / NPS / FWS / BIA May 1, 2020 with 2023 First Addendum revisions, requires any agency seeking reimbursement of personnel for more than actual hours worked on the incident must file a Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA), Governing Body Resolution (GBR) or equivalent document with Cal OES Fire and Rescue Division, and have it approved by Cal OES and the Committee upon request. The MOU/MOA, GBR or equivalent shall indicate how personnel will be paid. If an Emergency Activity Record OES F-42 is submitted and the above documentation is not on file with Cal OES at the time of initial dispatch, the local agency will be reimbursed for actual hours worked and will not be entitled to portal-to portal compensation for said response.

All previously approved MOU/MOA, GBR or equivalent for portal-to-portal and/or above straight time has been migrated to the new MARS platform. If you require changes or a new submission, agreements can be managed on the "Agreements (MOU/MOA/GBR)" screen within MARS.

Links to sample resolutions are provided for your reference:

# **Sample Resolution #1:**

 $\underline{https://www.caloes.ca.gov/wp\text{-}content/uploads/Fire-Rescue/Documents/Sample\_Resolution\_1.pdf}$ 

# **Sample Resolution #2:**

https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/Sample\_Resolution\_2.pdf

# **CALCULATING THE SALARY RATE**

This methodology is for both Suppression and Non-Suppression Personnel. Reimbursement calculations for these rates are based on the formulas in the CFAA, Exhibit "A", Clauses A-15.1 through A-15.3 and A-16. The rates developed will be submitted on the salary survey for Suppression Personnel and on Attachment A of the salary survey for Non-Suppression Personnel.

Salary hourly rate including benefits directly tied to <u>overtime</u>:

- Using current <u>actual</u> salaries, calculate the salary hourly rate per classification including all specialty and incentive pay that is directly tied to each overtime hour worked, plus any departmental costs related to overtime hours worked, or costs necessary for compliance with the Fair Labor Standards Act (FLSA) or local Memorandum of Agreements (MOAs).
- In order to be included in the Salary Rate calculation, incentive and specialty pay benefits must be paid for each hour of overtime worked. This may include, but not be limited to, emergency medical technician, hazardous materials, paramedic, education, urban search and rescue, and longevity pay, depending upon the method used to apply these payments.
- Other costs which may be tied to actual overtime hours worked would include FICA and Medicare.

Page 2 of 5 May 8, 2023

Benefits typically not earned or tied to actual overtime hours worked would include retirement, health insurance and merit pay. These costs may not be included in the Salary Rate calculation.

# To determine a Salary Rate:

- STEP 1: List the hourly rate for each personnel in a classification including workers' compensation and unemployment insurance. The hourly rate should <u>NOT</u> include OVERTIME. BENEFIT PAY, SPECIALTY PAY, and/or INCENTIVE PAY should also be excluded unless the pay is directly tied to each hour of overtime worked.
- **STEP 2**: Next, combine all of the hourly rates for each classification and divide by the number of hourly rates used in the calculation. The result of this calculation is the Salary Rate for that classification within your agency. Repeat this process for each classification.
- **STEP 3**: Insert the Salary Rate for each classification in the appropriate section of the Salary Survey.

#### **EXAMPLE:**

A local agency has 4 firefighters and 3 firefighter/paramedics on staff. To calculate the Salary Rate for the firefighter position, use the following steps:

**STEP 1**: Determine the hourly rate for each firefighter; **do not** include overtime. Incentive pay, benefits, or specialty rates are not included in the hourly rate unless the pay increases with each hour worked.

Example 1: The local agency MOU states that a paramedic is paid \$.25 per hour above the base salary rate for every hour worked. In this case, the local agency will incur an additional \$.25 per hour cost for each hour of overtime worked. Therefore, this \$.25 is included in the hourly rate for this calculation.

Example 2: The local agency MOU states that a paramedic is paid an additional \$250 per pay period as a paramedic allowance. In this case, the \$250 pay does not increase if the employee works overtime hours and therefore there is no additional cost to the local agency. This cost is not included in the hourly rate calculation.

**STEP 2**: Combine the hourly rates of the 7 firefighters and divide the total by 7.

<b>Classification</b>	<b>Hourly Rate</b>
Firefighter 1	25.89
Firefighter 2	27.26
Firefighter 3	25.25
Firefighter 4	26.75
Firefighter/Paramedic 5	27.15
Firefighter/Paramedic 6	26.75
Firefighter/Paramedic 7	<u>24.96</u>
Total	\$ 184.01

# **DO NOT** AVERAGE THE PAY OR STEP SALARY RANGE.

Each individual person's rate within the entire classification <u>must be included</u> in the calculation.

Divide the Total by the total number of hourly rates used in the calculation.

 $$184.01 \ divided \ by 7 = $26.29$ 

#### **STEP 3 (If applicable):**

Workers' compensation insurance rate to be included in salary and base rates (this is no longer a stand-alone rate to be submitted on the salary survey)

This is the insurance premium your agency pays for Workers' Compensation Insurance. The Human Resources Department, Personnel Office, or Budget Office at your agency should be able to assist you in determining this percentage rate. If this option is not available, then determine if your agency pays this insurance fee, if your agency does, then you may try calling the insurance carrier. The premium needs to be calculated and incorporated into each of the hourly rates submitted.

#### **EXAMPLE:**

\$30.00 per hour x 8.5% Workers' Compensation Rate = \$2.55 \$30.00 + \$2.55 = \$32.55 per hour Salary Rate

**Unemployment Insurance Rate** (this is no longer a stand-alone rate to be submitted on the salary survey)

This is the insurance premium your agency pays for Unemployment Insurance. The Human Resources Department, Personnel Office, or Budget Office at your agency should be able to assist you in determining this amount.

<u>Maximum annual contribution per employee divided by the number of standard hours for the</u> classification:

(2912 hours for safety/shift personnel)

(2080 hours for staff/civilian personnel)

(960 for non-full time or volunteer personnel)

#### **EXAMPLE:**

Safety/Shift Personnel:

\$434.00 per employee per year / 2912 hours = \$0.15 per hour

Staff/Civilian Personnel:

434.00 per employee per year / 2080 hours = 0.21 per hour

Non-Full Time or Volunteer Personnel:

434.00 per employee per year / 960 hours = 0.45 per hour

This is your agency's Salary Rate for this classification.

**STEP 4**: Insert the Salary Rate for each classification in the appropriate section of the salary survey.

\*NOTE: Fire agencies that do not utilize standard accrual accounting principles may be required to submit documentation validating accrued financial liability for any response. For a sample or similar:

**List of Accounts Payable** 

Invoice	Incident					
Number	Name	Dates	Name (First / Last)	Amount		
O-20201234	Delta	09/06/2020-09/10/2020	John Smith	\$4,192.41		
O-20201234	Delta	09/06/2020-09/10/2020	James Jones	\$3,273.21		
O-20201234	Delta	09/06/2020-09/10/2020	Sam Fisher	\$2,488.86		
O-20201234	Delta	09/06/2020-09/10/2020	Brian Lopez	\$2,488.86		

# Chief Officers above Battalion Chief with an MOU/MOA. GBR or equivalent:

Local fire agencies that have submitted Salary Rates to Cal OES Fire and Rescue Division above the Battalion Chief level shall be reimbursed at straight time unless the classification(s) has an MOU/MOA, GBR, or equivalent that indicates they are to be paid above straight time.

If such an agreement exists, <u>provide a complete copy of your agency's MOU/MOA, GBR, or equivalent along with the Salary Survey submitted through MARS</u>. In order to receive above straight time compensation, the MOU/MOA, GBR, or equivalent must conform to the CFAA intent statement (Clause A-1 of Exhibit "A") and have been accepted by Cal OES or the CFAA Committee. If an MOU/MOA, GBR, or equivalent is not provided, or was not accepted by Cal OES or the CFAA Committee, your agency will not be compensated for above straight time.

CHIEF OFFICER MOU/MOA, GBR, OR EQUIVALENT EXPIRATION: When the MOU/MOA, GBR, or equivalent expires, you have <u>30 days</u> to provide a current agreement <u>or</u> a letter stating that negotiations are ongoing and will be provided to Cal OES through MARS once finalized. If an update is not received, your agency will not be compensated for above straight time.

#### **Administrative Rate**

The current de minimis Administrative Rate is 10%, unless an agency submits their calculated administrative rate in accordance with the <u>Instructions for Completing Administrative Rate Calculations</u>. Agencies who develop and calculate an Administrative Rate will submit the calculation sheet annually. Use the Administrative Rate screen in the <u>Mutual Aid Reimbursement System (MARS)</u> for completing your Administrative Rate.

If an agency provides their calculated Administrative Rate, they are **required** to update the rate annually by July 1st of each year. If agencies with a calculated Administrative Rate already on file do not update their rate in MARS by the current deadline of July 1st, the local agency's rate will default to the de minimis Administrative Rate of 10% until such time an administrative rate is received.

Rates and hours shall be based on actual costs and not budgeted costs to the responding agency. Rates and hours should not be contingent upon reimbursement from the State of California or Federal Fire Agencies at a rate that exceeds what the local agency will pay its personnel. Reimbursements will be based on the salary survey and MOU/MOA, GBR or equivalent that is on file at the time of the initial dispatch.

#### **Required Signature**

The local agency's authorized representative **MUST** sign in MARS, under penalty of perjury, the annual salary survey agreeing to comply with all terms and conditions of this Agreement, as well as the cooperator agency's internal accounting and expense reimbursement standards. Fire agencies will be required to accept either the base rate(s), and/or the local agency's salary rates through the required signature process. If Cal OES does not receive a signed salary survey from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice back to your agency for payment for any responses ordered and requested through the CFAA.

#### **Review**

California Fire and Rescue Mutual Aid System Agencies will be required upon request to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the California Fire and Rescue Mutual Aid System Agencies will have thirty (30) calendar days to provide Cal OES with required information. This process does not supersede the Examination and Audit process as outlined in the Agreement.

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# SIERRA COUNTY FIRE PROTECTION DISTRICT #1 - IMPACT FEE EXPENDITURE SUMMARY & 5-YEAR PROJECTION

Following is an account of the 2024/2025 impact fee collection and expenditure detail through June 30th, 2025 with projected 2026-2030 collection and expenditures.

				ACTUAL		ACTUAL		OJECTED		OJECTED		OJECTED		OJECTED		OJECTED
Beginning Fund Balance				23/2024 66,377		)24/2025 46,610		25/2026 37,090		26/2027 36,423		27/2028 46,423	20.   \$	28/2029 56,423	20. \$	29/2030 66,423
beginning rund balance			۲	00,377	Ą	40,010	٦	37,090	٦	30,423	Ą	40,423	٦	30,423	Ą	00,423
Annual Fees Collected			\$	20,313	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000
Interest Earned																
Adjustments																
Total Revenue			\$	86,690	\$	56,610	\$	47,090	\$	46,423	\$	56,423	\$	66,423	\$	76,423
Annual Expenditures		Cost														
Station 82 - ADA Bldg Compliance/Bathroom Remodel	\$	50,000														
Station 84 - Upstairs Completion/ADA Compliance/Exterior																
Access	\$	170,000														
Station 83-New 3 Bay Maint. Fac./Fire Stn.	\$ 1	,045,170														
Command Vehicle - Purchased 5/11/21 (34% of total cost)	\$	4,023														
Replacement Water Tenders (2)	\$	650,000														
Rescue UTV/Stokes EMS Equip.	\$	45,000														
Type II Engine - Purchased 9/29/21	\$	5,000														
Well/Water Storage Tank Filippini Rd. Completed 1/2024	\$	40,080	\$	40,080												
Dog Valley Fire Lane Completed 8/20/20	\$	5,000														
Deerwater Field Heli-dip tank	\$	19,520			\$	19,520										
CIP & Impact Fee Analysis Update	\$	33,207					\$	10,667								
Office Expense/Bank Fees	\$	-														
Total Expenditures by Year	\$ 2	,067,000	\$	40,080	\$	19,520	\$	10,667	\$	-	\$	_	\$	-	\$	
IMPACT FEE BALANCE			\$	46,610	\$	37,090	\$	36,423	\$	46,423	\$	56,423	\$	66,423	\$	76,423