

August 20, 2024 Tuesday @ 6:00 PM
SIERRA COUNTY FIRE PROTECTION DISTRICT # 1
DIRECTORS MEETING AGENDA

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:

Roll Call of Directors

{ } Tony Commendatore, Chairperson { } Thomas Archer { } Tom Rowson { } Richard Maddalena
{ } Candy Hunter { } Victoria Fisher, Vice Chair { } Jeff McCollum

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:

MINUTES APPROVAL: Approval of the Minutes: 6/18/24

FINANCIAL STATEMENT:

1. Review P&L, Balance Sheet, Report of Funds as of June 30, 2024 and July 31, 2024 **H**
2. Approve Bill Payments **H**
3. Authorization of prepayment to volunteers for repositioning **H**
4. Mitigation Fee Update

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. Approval to trade equipment with Cascade Fire
4. Discussion regarding Station 84 improvements

UNFINISHED BUSINESS:

1. Update from ESFA on Tour de Manure (Rick)
2. Update on supply exchange through EPHC (Victoria) **T**
3. Update on County fire restriction ordinance

CLOSED SESSION- The Board will move into Closed Session to discuss the following personnel matters pursuant to CA Gov. Code § 54957 (b):

1. To hear complaint against public employee- District Chief
2. Public employee performance evaluation- District Chief, and Training and Personnel Services
3. Public employee performance evaluation- District Clerk

NEW BUSINESS:

1. Discussion/Action – Agreement with Sierra County regarding Filippini Road and Dearwater Field underground water storage tanks
2. Approval of Pehling audit contract for fiscal year ended June 30, 2024
3. Discussion/Action- Increase additional services payment amount from \$55.00 to \$70.00/hr. as stated in Exhibit B of Champion clerical contract effective July 1, 2024
4. Biennial review of Conflict-of-Interest Code in accordance with CA Gov. Code § 87306.5
5. Review of proposed OSHA rule regarding new Emergency Response Standard (Rick)
6. Planning relationship with Truckee Meadows Water Authority and Nevada Irrigation District (Rick)

ANNOUNCEMENTS AND COMMENTS:

NEXT SCHEDULED MEETING: September 17, 2024 at 6:00pm in Sierraville

ADJOURNMENT:

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

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER & EMPLOYER, PLEASE CALL 530.604.4013 AHEAD IF YOU NEED ANY ACCOMODATIONS.

June 18, 2024 Tuesday @ 6:00 PM
SIERRA COUNTY FIRE PROTECTION DISTRICT # 1
DIRECTORS MEETING AGENDA

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: 6:12 pm

Roll Call of Directors

{ X } Tony Commendatore, Chairperson {X} Thomas Archer {X} Tom Rowson { X } Richard Maddalena **remote**
{ X } Candy Hunter { } Victoria Fisher, Vice Chair {X} Jeff McCollum
Quorum **Yes/No**

Dir. Archer motioned to approve Dir. Maddalena to participate remote (AB2449), Dir. McCollum seconded. 5 Ayes (Commendatore, Archer, Rowson, Hunter, McCollum), 1 Absent (Fisher), motion passes.

PUBLIC INTRODUCTION: Retiring Volunteers Jeanne Klose and Pat Blide, Volunteer Edwards, Chief Connolly, Clerk Champion

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: Nor-Cal EMS celebrates 50 years, Duffield mitigation fee correspondence with Sierra County Planning Dept.

Retiring Volunteers, Jeanne Klose and Pat Blide, were each presented with a Certificate of Appreciation for their long-time commitment to the residents of SCFPD#1. Volunteer Jill Slocum, not in attendance, was also honored for her time as a volunteer.

MINUTES APPROVAL: Approval of the Minutes: 5/21/24 **Dir. Rowson moved to approve the minutes, Dir. McCollum seconded. 4 Ayes (Archer, Rowson, Maddalena, McCollum), 2 Abstain (Commendatore, Hunter), 1 Absent (Fisher), motion passed.**

FINANCIAL STATEMENT:

1. Review P&L, Balance Sheet, Report of Funds as of May 31, 2024 **H**
2. Approve Bill Payments **H**
3. Review of propane usage/expenditures **H Dir. Rowson moved to approve the financial statements and bill payments, Dir. Hunter seconded. 6 Ayes (Commendatore, Archer, Rowson, Maddalena, Hunter, McCollum), 1 Absent (Fisher), motion passed.**

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

1. Chief's Report (Response Summary, Fleet, Communications System, Facilities)
Received 2 medical calls and a smoke check. Working to get rid of B84, considering trailer trade for wall mount with Cascade Fire.
2. Training / Recruitment/ Retention
Begin trial of Who's Responding via cell phone. Doing wildland training with TNF, Saturday at the Filippini Rd fill site. HEARTSafe supplied public access AEDs.

UNFINISHED BUSINESS:

1. Update from ESFA on Tour de Manure (Rick) **Dir. Maddalena provided a handout outlining the details of the successful event. Areas for consideration included dirt on the roads and increased access to drinking stops towards the end when participants are on their final push.**
2. Update on 2024-2025 Fire Mitigation Fee rate request to Board of Supervisors **Direction was given to the clerk to email the planning department to be sure they are informed of the FY 24/25 rate of \$2.06 per building square foot.**
3. Update on supply exchange through EPHC (Victoria) **Dir. Archer reported an update from Dir. Fisher.**
4. Update on County fire restriction ordinance **The Directors discussed current conditions. Dir. Hunter and Clerk discussed making fire restriction information available on the website.**

NEW BUSINESS:

1. Feedback from Sierra County Emergency Preparedness 6/6/24 meeting (Rick) **H Dir. Maddalena provided an outline of notes from the meeting regarding evacuation planning, the Local Hazard Mitigation Plan, and equipment purchased through HPP grant for EMS.**
2. Approval of Champion, Hoyos and Connolly contracts for FY 24/25 **H The contracts were noted to be good for another year, expiring 6/30/2025. The Financial Committee reported communicating with the individuals for input on changes.**
3. Review and approve fiscal budget for period July 1, 2024 through June 30, 2025 **H The Financial Committee presented the budget draft to the Board for consideration. Changes were noted by the Clerk. Dir. Archer moved to transfer funds from the reserve to balance the budget and approve the FY 24/25 budget with the noted changes, Dir. Rowson seconded. Roll Call Vote: Commendatore-Aye, Archer-Aye, Rowson-Aye, Maddalena-Aye, Hunter-Aye, McCollum-Aye, motion passed. Direction was given to the Clerk to disseminate the updated version via email to the Directors.**

ANNOUNCEMENTS AND COMMENTS:

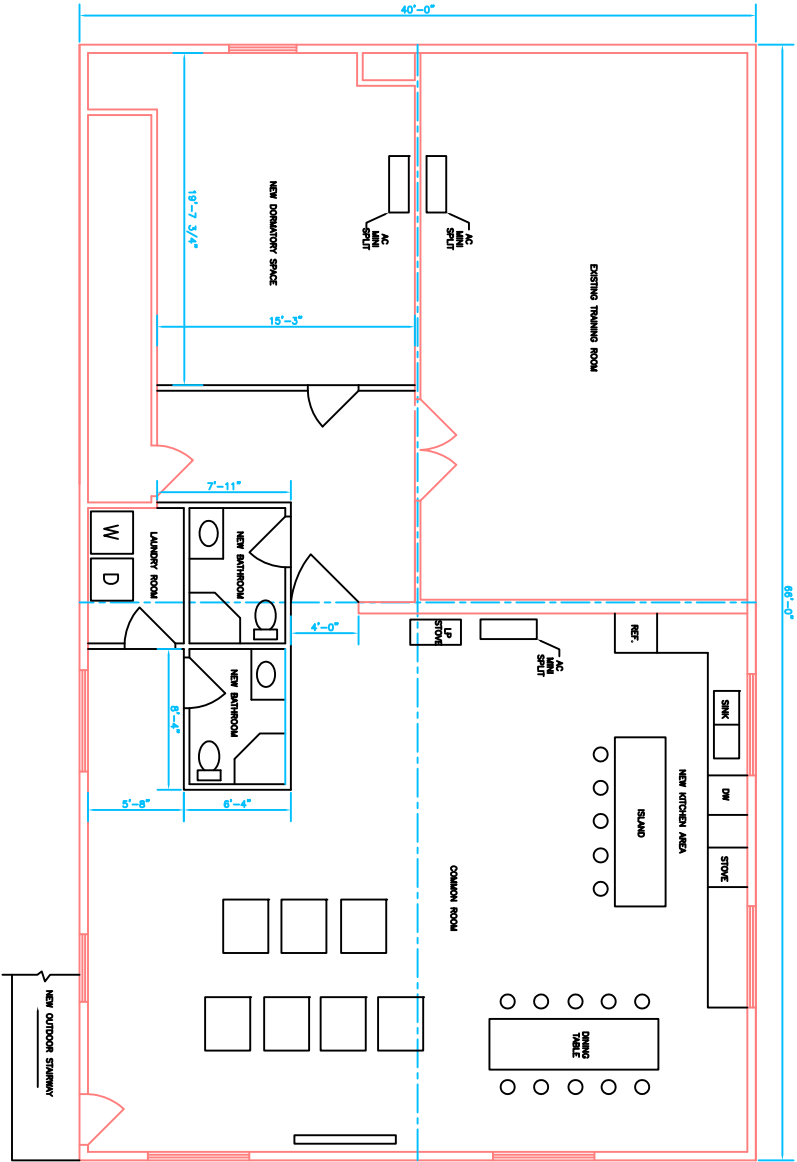
NEXT SCHEDULED MEETING: July 16, 2024 at 6:00pm in Sierraville

ADJOURNMENT: 7:42 pm

Key: T – Tabled from previous meeting H –Handout

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER & EMPLOYER, PLEASE CALL 530.604.4013 AHEAD IF YOU NEED ANY ACCOMODATIONS.

SECOND FLOOR PLAN
SIERRA COUNTY FIRE PROTECTION DISTRICT #1



AGREEMENT RE UNDERGROUND WATER STORAGE TANKS

This Agreement re Underground Water Storage Tanks (Agreement) is entered into by and between the Sierra County Fire Protection District No. 1 (“District”), a local California Special District, and the County of Sierra (“County”), a political subdivision of the State of California.

WHEREAS, District has expended time, resources and funding from Fire Mitigation Fees to improve fire suppression capabilities, as identified in its 20 Year Capital Improvement Plan, including expenditure of funds for the installation and improvement of the hereinafter identified Water Storage Tanks, located on property owned and controlled by the County of Sierra;

WHEREAS, the installation, maintenance and operation of the Water Storage Tanks provides improved fire suppression capabilities for the central region of the District’s jurisdiction;

WHEREAS, the Parties hereby desire to collaborate with one another in a cooperative and coordinated endeavor in order to accomplish certain goals and objectives, with respect to the operation, maintenance, right of access and use of the Water Storage Tanks and related facilities, as hereinafter set forth.

NOW THEREFORE, the Parties agree to the incorporation of the Recitals, set forth above, and the terms, conditions and obligations, as set forth below.

1. PARTIES

The Parties agree to each identify and appoint a representative for the purpose of establishing a central point of contact (“Contact”), including alternative contact person(s) as designated for or on behalf of each Party with respect to communication, coordination, and issues, concerns or any matter relating to the subject matter of this MOU:

District	County

(name)	(name)

Title	Title
(Area code) phone number	(Area code) phone number
Email address	Email address

Unless otherwise agreed, all information-sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to share a contact list with their respective Contact for implementation of the terms and conditions of this Agreement, and to notify the Parties of any changes to their Contact, as soon as practicable.

2. PURPOSE

It being in the interest of each of the Parties hereto and for the benefit of providing and enhancing first strike and supply of water for fire protection for the benefit of Members of the Community within District boundaries, including for the benefit of mutual aid and cooperative fire suppression response with other agencies, including, but not limited to, the United States Forest Service, the Parties execute this Agreement to address such purposes.

It is the further Purpose of this Agreement to identify the Parties and their respective obligations regarding the Underground Water Storage Tanks, at the following the locations, as follows:

- a. Filippini Road and Hwy 49, Loyalton, CA APN 016-010-012, consisting of 39.5 acres, plus or minus, hereafter referred to as the _____ Water Storage Tank.
- b. 17 Campbell Hot Springs Road, Sierraville, CA APN 018-030-004, hereafter referred to as the _____ Water Storage Tank.

3. LICENSE

In consideration of the covenants, terms and conditions set forth herein, Sierra County hereby grants and conveys to District, for its non-exclusive use and benefit and that of its cooperating, mutual aid and agencies and departments, a License for the access and use of the property upon which the Underground Water Storage Tanks are located and the use of the same for training and fire suppression purposes.

4. OPERATIONAL RESPONSIBILITY

- a. County shall provide the property and water for emergency fire suppression and training activities to be conducted by or with District; access thereto, including the helicopter dip tank facility and for the use by fire helicopter, apparatus and equipment.
- b. District has paid or shall pay for the installation of the Underground Water Storage Tanks, including infrastructure upgrades necessary for the functioning and replenishment of water to fill or refill the tanks for the intended Purposes, set forth above.
- c. Maintenance and/or repairs shall be shared and paid equally by both Parties based upon the written consent from their respective Contact and as approved the respective Board of Directors and Supervisors in advance of any work to be performed.

5. INSURANCE

- a. Each Party shall secure and at all times maintain a policy or policies of comprehensive liability insurance or self-insurance coverages in the minimum of sums of \$_____, insuring against property damage and \$ _____ for bodily injury, providing coverage for the Parties' respective officers, directors, employees, agents and independent contractors arising from or related to the performance of the terms and/or implementation this MOU.
- b. The Parties shall deliver, one to the other, evidence and endorsements of coverage, naming each other as Additional Insured.

6. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other party to this MOU, and their respective officers, directors, employees, and agents, from any and all losses, claims, actions, causes of action, demands or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which any such party, its officers, directors, employees, and agents may incur arising out of the negligence of willful misconduct of the indemnifying party. The terms of this provision shall survive the termination or expiration of this **Agreement**.

7. THIRD PARTY BENEFICIARY RIGHTS

The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this **Agreement** shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this **Agreement** and shall inure solely to the benefit of the Parties hereof.

8. ASSIGNMENT

Neither Party may assign this **Agreement** without the prior written consent of the other Party.

9. MISCELLANEOUS

~~The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that promotes a genuine atmosphere of collaboration in support of an effective and efficient partnership. **Note. This is probably an unenforceable recital, as there are clear performances and anticipations that each party will have of the other.**~~

This **Agreement** may be terminated upon **Ninety (90) days' advance written** notice by either Party. This **Agreement** may only be amended upon prior written **agreement** and consent of each Party.

Each Party agrees to act in good faith to observe the terms of this **Agreement**. Nothing in this **Agreement** shall be interpreted to limit or restrict each of the Parties' legal, jurisdictional, or other rights or obligations with respect to the subject matter **hereof**. All **performances** shall be conducted in accordance with applicable local, state and federal **laws and** regulations.

IN WITNESS WHEREOF, the Parties to this MOU, through their duly authorized representatives, have executed this MOU, the effective date of the MOU is the date of the signature last affixed to this page.

District

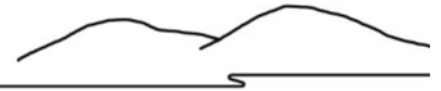
County

Signature

Signature

Date

Date



June 14, 2024

Sierra County Fire
Sierraville, CA

Dear Board:

We are pleased to confirm our understanding of the services we are providing for Sierra County Fire for the year-ended June 30 , 2024. We will audit the Statement of Net Position, Statement of Activities and where applicable the Statement of Revenues, Expenditures, and Change in Fund Balance, Balance Sheet and Statement of Cash Flows of Sierra County Fire as of and for the year ended Sierra County Fire.

Accounting standards generally accepted in the United States of America call for certain required supplementary information (RSI) to accompany the basic financial statements. The Governmental Accounting Standards Board also considers this information a necessary part of financial reporting as it provides perspective to the basic financial statements. Therefore, as part of this engagement, we will apply limited procedures to Sierra County Fire's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will primarily consist of inquiries of management regarding their methods of measurement and presentation. However, we will not express an opinion or provide any assurance on this RSI as our limited procedures do not provide us with sufficient evidence to do so under our professional standards. Consequently, the financial statements we present to you will include the following required RSI that will not be audited and, as such, our report will disclaim an opinion on this RSI:

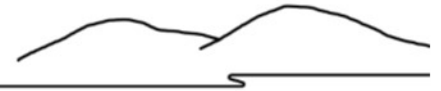
- Management's Discussion and Analysis

We also understand that supplementary information other than RSI will accompany Sierra County Fire's basic financial statements. In accordance with auditing standards generally accepted in the United States of America, we will apply auditing procedures and other additional procedures deemed necessary to the following supplementary information accompanying the basic financial statements in order to provide an opinion on this information in relation to the financial statements as a whole.

Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional supplementary information referred to above when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards (GAAS). Our professional standards as defined by GAAS require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. As such, our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of Sierra County Fire and other procedures we consider necessary. The procedures we determine necessary will depend on our "auditor's" judgment and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.



Audit Procedures

Our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of Sierra County Fire and other procedures we consider necessary. The procedures we determine necessary will depend on our “auditor’s” judgment and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether from errors, fraudulent financial reporting, misappropriations of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If we deem it appropriate, our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters. These representations will include acknowledging our assistance with the preparation of your financial statements, the supplementary information, and notes accompanying these documents, and that you have reviewed and approved these documents, approved their release, and that you have accepted responsibility for them.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

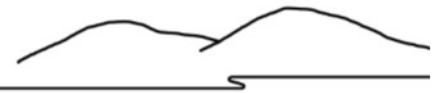
In making our risk assessments, we will consider internal controls relevant to the preparation and fair presentation of the Sierra County Fire's financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your internal control. In accordance with our professional standards, we will communicate in writing to the appropriate level of management and those charged with governance matters concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of Sierra County Fire's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that Sierra County Fire complies with applicable laws, regulations, contracts, and other agreements.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Zach Pehling is the engagement partner for the audit services specified in this letter. His responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Responsibilities of Management and Those Charged with Governance



As part of our engagement, we may advise you about appropriate accounting principles and their application; however, the management of Sierra County Fire acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. This responsibility includes the financial statements, all accompanying information, and the representations that accompany them. As such, the management of Sierra County Fire is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

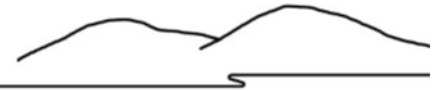
By your signature below, you also acknowledge that the management of Sierra County Fire is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements, and all accompanying information, that are free from material misstatement, whether due to fraud or error. This responsibility includes the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the Sierra County Fire and the respective changes in financial position and where applicable, cash flows, in conformity with accounting principles generally accepted in the United States of America. In addition, management is also responsible for having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization that involves management, employees who have significant roles in internal control, regulators, and others where fraud could have a material impact on the financial statements. The management of Sierra County Fire is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting Sierra County Fire received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Sierra County Fire complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your representation letter.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter. You further agree to include our report on the supplementary information in any document that contains and indicates that we have reported on such supplementary information.

Management's responsibilities also include designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the nonattest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them.

You further acknowledge and understand that management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

Written Report



We expect to issue a written report upon completion of our audit of Sierra County Fire's financial statements. Our report will be addressed to the Board of Directors of Sierra County Fire. We cannot provide assurance that an unmodified opinion will be expressed on the financial statements. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs, decline to express an opinion or withdraw from the engagement.

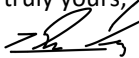
Other Matters

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, copies, and telephone calls), except that we agree that our gross fee, including expenses, will not exceed 4700 for the audit for this contract. An initial deposit of 2350 due at the beginning of the year and the remainder due at completion of the audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for 7 years. However, Zach Pehling CPAs does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 7-year period Zach Pehling CPAs shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to Sierra County Fire and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Zach Pehling

RESPONSE:

This letter correctly sets forth the understanding of Sierra County Fire.

APPROVED:

Sierra County Fire

Date

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“**Agreement**”) is entered into as of July 1, 2023 by and between **SIERRA COUNTY FIRE PROTECTION DISTRICT No 1**, a public agency, (“District”), and Kelly Champion, with a principal place of business in Sierra County California (“**Contractor**”).

1. **Services.**

1.1 Nature of Services. Contractor will perform the services, as more particularly described on **Exhibit A**, as an independent contractor (the “**Services**”). The Services have been specially ordered and commissioned by District.

1.2 Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor. Under no circumstances shall Contractor, look to District as his/her employer, or as a partner, agent or principal. Neither shall Contractor be entitled to any benefits accorded to District’s employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

1.3 Compensation and Reimbursement. Contractor shall be compensated and reimbursed for the Services as set forth on **Exhibit B**. Completeness of work product shall be determined by District in its reasonable discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by District. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in writing in advance of rendering such services. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

2. **Term of Agreement, Renewal and Termination.**

2.1 Term. This Agreement shall be effective from the date set forth above and continue for a period of two (2) years ending on June 30, 2025 unless sooner terminated or amended by either Party in accordance with the terms and conditions of this Agreement (“Term”).

2.2 Renewal and Extension. This Agreement may be renewed and extended for the same duration as the initial term, as the Parties may then mutually agree.

2.3 Termination. This Agreement is terminable by either Party at any time with four (4) weeks’ advance written notice, with or without cause, effective upon notice to the other party. If District exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease after four weeks from the date of notice. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease after four weeks from the date of notice. Contractor shall be entitled to be paid for services provided to date of termination, unless Contractor shall be in breach or default of the material terms and conditions hereof.

2.4 Termination for Cause. This Agreement may be terminated at any time, with or without notice, in the event of a breach or default of any of the material terms hereof by either Party.

3. Additional Provisions.

3.1 Indemnity. Contractor, at its expense, shall indemnify, hold harmless, and when requested by District to do so, defend District, its directors, officers, agents, and employees from any and all claims, demands or charges and from any loss or liability, including attorney's fees and expenses of litigation, arising out of negligent acts or omissions, willful misconduct or fraudulent representations or concealments of Contractor, its employees or agents in the performance of this Agreement, excepting and excluding liability for damages caused by reason of the negligence of District, its officers, agents, directors, employees, or volunteers.

3.2 Insurance. Contractor shall, at its expense, maintain in effect at all times during the duration of this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to District.

Comprehensive General and Automobile Liability, Property Damage and Personal Injury. Such comprehensive general and automobile liability insurance as shall protect District, its officers, agents, and employees and Contractor from claims which may arise from Contractor's operations under this Agreement, whether such operations are by Contractor or by its employees, sub-consultants, consultants, agents, or anyone directly or indirectly employed by any of the foregoing. The liability insurance shall include, but not be limited to, protection against claims arising from bodily or personal injury or damage to property resulting from operations, equipment, or products of Contractor or by its employees, sub-consultants, consultants, or anyone directly or indirectly employed by the foregoing. The amount of insurance shall be no less than 1million Dollars (\$1,000,000) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance shall include a provision or endorsement naming District, its officers, employees, and agents, as additional insured, with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interests of District and that any other insurance maintained by District is excess non-contributing insurance with the insurance required hereunder.

Certificates of Insurance. Upon execution of this Agreement, and prior to commencement of any work, Contractor shall provide District with certificates of insurance as required hereby. The certificates and policies shall provide that thirty (30) days written notice of any change or cancellation of the insurance policies will be provided to District.

3.3 Non-Discrimination. The contractor will represent District in a positive, courteous and professional manner. District has non-discrimination policies and Contractor will uphold these policies and treat all guests, regardless of race, religion, ethnicity, and sexual orientation, equally.

3.4 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

3.5 Entire Agreement. This Agreement, including the Exhibits, which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

3.6 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

CONTRACTOR

SIERRA COUNTY FIRE PROTECTION

DISTRICT #1

By: _____
Kelly Champion, Principal

By: _____
Jeff Mc Collum, Chairman

DATE:

EXHIBIT A

Description of Services

Services to be provided by Contractor:

Contractor shall perform such services as are related to and necessary as Secretary/Clerk to the Board of Directors of the District and to assist in the functioning of the District fulfilling its business and operations, including but not limited to, the following:

Those marked with a “#” sign are considered above normal monthly activities warranting additional hourly compensation.

1. Post Notices, including ordinances, agendas, as required for regular and special meetings of the Board of Directors in compliance with the Brown Act and other legal requirements;
2. Ensure Board of Directors file annual Form 700 and are notified of required annual trainings;
3. Keep accurate Minutes of the Board Meetings and Standing or Ad Hoc Committee meetings as directed or required by law;
4. Keep and maintain District website, including posting of agendas, minutes, and ordinances or as directed or required by law. #Major updates to website are considered additional work;
5. Provide and maintain accurate books and records of all financial functions of the District;
6. Assist in and respond to Public Records Requests;
7. Cooperate and assist in the development and adoption of annual budgets with the District Budget Committee.
8. Maintain records for all occupational exposures and accidents using forms made available from Sierra County, and/or District’s insurers;
9. Maintain inventories of all real property, equipment (rolling stock), and land agreements. Assure vehicles are listed with insurance carrier;
10. Collect mail from the Post Office Box and Communication Box at Station 82 weekly. Transmit time sensitive material to the Board Chair for decisions on the merits of distribution to all Board members and the District Chief;

11. At the request of the Board or District Chief provide copies (either by e-mail or paper copy) of documents needed to review proposals or actions under consideration;
12. Maintain a Roster of District Volunteers and Personnel list including Names, Positions, Mailing Addresses, Phone Numbers, and E-Mail Addresses. Share roster and roster changes with worker's compensation carrier;
13. Maintain District email: sierracountyfire1@gmail.com and respond to phone calls to District Clerk contact information posted on website;
14. # Arranging, attending and/or preparing minutes of Special Meetings;
15. Track collection and expenditures of Mitigation fees. # Report annually to County Auditor;
16. Prepare distribution of property taxes to the City of Loyalton pursuant to the Fire Services Agreement;
17. # Track property taxes collected for areas served by Truckee Meadows Fire Protection District for annual accounting of needs from Service Areas;
18. # Process billings to US Forest Service, OES, Sierra County and other agencies for Cooperative Agreement, Title 3, and other forms of reimbursement;
19. # Cooperate and assist in the conduct of annual audit by and with District's certified public accountant/auditors;
20. # Prepare payments to Volunteers for their services that have been reimbursed to the District;
21. # Process all required annual federal and state filings including forms 1099's and State Controller's Office filings. Periodic update of trustees with County and State offices. (Annual Financial Transaction Report to be prepared by District's certified public accountant/auditor).

EXHIBIT B
Payment

Compensation

Contractor shall receive payment of the sum of **\$2800.00** per month which shall be due and payable on or before the **15th** day of each and every month during the term hereof. Additional services, as requested and approved by District, shall be paid at the rate of **\$70.00** per hour and shall be invoiced and accounted for each month by Contractor. The District agrees to reimburse the Contractor for 50% of the annual cost of providing insurance to meet the requirements in Agreement Provision 3.2.

Sierra County Fire Protection District #1 Conflict of Interest Policy

The Political Reform Act (Government Code §§ 81000, et seq., hereinafter referred to as the Act) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 California Code of Regulations § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearings, it may be amended by the FPPC to conform to amendments in the Act. Therefore, the terms of § 18730 and any amendments to it adopted by the FPPC are hereby incorporated by reference. This regulation and the text here designating officials and employees and establishing disclosure categories shall constitute the conflict of interest code of the District.

The full text of Section 18730, together with any amendment thereto, may be found at:
<http://www.fppc.ca.gov/legal/regs/current/18730.pdf>.

Designated positions shall file statements of economic interests with the District. Upon receipt of the statements, the District shall make and retain a copy and forward the original of this statement to the County Clerk of the Board of Supervisors. Statements of Economic Interests are public records available for public inspection.

DESIGNATED POSITIONS: The designated positions listed below are required to file Form 700 Statements of Economic Interests disclosing certain personal financial interests. These positions are required to file the applicable individual schedules to report investments, business positions, sources of income and interests in real property located in the District's jurisdiction. The applicable schedules to be filed for each position are based on the disclosure category assigned to the designated position.

Designated positions:

Board Member - Category 1; District Counsel – Category 1; General General Manager – Category 1;
Consultant - Category 2

DISCLOSURE CATEGORIES:

Disclosure Category 1: Persons in this category shall disclose:

Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries, or of any landed owned or used by the District.

Investments or business positions in or income (including gifts, loans and travel payments) from sources that provide, plan to provide, or have provided in the last two years facilities, goods, software, hardware, or services, including consulting services, to the District, or are engaged in the acquisition of real property within the District.

Disclosure Category 2: Persons in this category shall disclose:

Consultants shall disclose pursuant to the broadest disclosure category in the conflict of interest code subject to the following limitation: the District may determine in writing that a particular consultant is hired to perform a range of duties that is limited in scope and, thus, is not required to comply with the full disclosure requirements described above, but instead must comply with more tailored disclosure requirements specific to that consultant. Such a determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of the disclosure requirements.



Blog Viewer

OSHA’s Proposed Rule Could Divert Fire Resources and Lead to Closures of Districts



By **Kristin Withrow** posted 3 days ago

1 LIKE



By: National Special Districts Coalition

Contact us



Earlier this year, the Occupational Safety and Health Administration (OSHA) proposed a rule that would replace the decades-old “Fire Brigades Standard” with a new “Emergency Response Standard” (ERS) that expands federal workplace safety regulations for first responders. While the intent of the proposed rule is to enhance safety, a number of stakeholders have expressed serious concern that it fails to adequately consider the financial and operational burden that the rule would place on emergency agencies.

The National Special Districts Coalition (NSDC), of which CSDA is a founding member, submitted comments to OSHA urging the agency to suspend its proposed rule until a thorough and complete financial analysis of the proposal is conducted. As part of its correspondence, NSDC expressed concerns that the new rule would ultimately divert resources from core emergency response activities and services. The proposal’s one-size-fits-all approach could cripple already fiscally strapped fire protection districts and other emergency services agencies, particularly those with small operating budgets, as well as negatively impact recruitment and retention efforts. Moreover, the financial burden of this proposal could lead to the closure of rural fire departments that are unable to comply with the requirements.

NSDC has noted specific areas of concern with the proposed rule, including the following:

- Community Vulnerability Assessments – A systematic assessment of structures, transportation systems, and infrastructure within each Emergency Service Organization’s (ESO) geographic area of responsibility is required under the proposed rule. While NSDC appreciates the objective of this exercise, such comprehensive assessments would be infeasible for many special districts due to limited personnel and data resources. In the state of Oregon, for example, fewer than 20 out of approximately 300 fire departments in the state have access to GIS or analytics for ongoing community vulnerability assessments.
- Medical Requirements – OSHA’s proposed rule would impose a number of medical requirements on ESOs, including comprehensive physical exams for all first responders. NFPA 1582 medical physicals – which are the gold standard for assessing firefighter health – are extremely costly and, in many rural areas, unavailable due to a lack of medical providers. Likewise, behavioral health and wellness resources, which ESOs would need to make available to employees, remain inaccessible to many due to a shortage of medical providers in rural areas. Since an ESO lacks control over service access, it is impractical for OSHA to mandate anything beyond creating a service plan.
- Fitness for Duty Requirements – Unlike other occupations, OSHA does not currently mandate fitness-for-duty testing for firefighters. If such testing is to be required, careful consideration must be given to the challenges communities face in recruiting and retaining emergency responders, including volunteers.

- National Fire Protection Association (NFPA) Standards – Incorporating entire NFPA standards by reference, which organizations must adhere to verbatim, poses risks. The additional 3,000 pages of information beyond the federal standard would need thorough examination for compliance. Moreover, NFPA standards are often updated without public input and therefore create a moving target.
 - NFPA 1910 mandates that individuals conducting fire equipment inspection, maintenance, and testing must be qualified as Emergency Vehicle Technicians. This requirement poses a significant challenge for many organizations and would likely be very difficult for ESOs to fully meet.
 - NFPA 1910’s broad definition of vehicles, including privately owned vehicles, presents regulatory complexities for special districts.
 - NFPA 1910’s requirements for retiring vehicles and personal protective equipment (PPE) would place a heavy financial burden on taxpayers.

Members of Congress have also expressed concerns about the unintended consequences of the proposed rule, including Senator Cynthia Lummis (R-WY), the chair of the Senate Western Caucus, who sent a [letter](#) to OSHA Assistant Secretary Douglas Parker. In addition, the House Homeland Security Committee’s Subcommittee on Emergency Management held a hearing to receive stakeholder perspectives. Additional information, including an archived webcast of the hearing, can be accessed [here](#). The issue was also discussed before the House Education and Workforce Committee’s Subcommittee on Workforce Protections on July 24th. More details on that hearing can be found [here](#).

#Fire Protection

#Emergency Response

#Mandates

#Human Resources and Personnel

#Workplace Safety

#FeatureNews

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<https://www.csdanet.com/blogs/kristin-withrow1/2024/08/13/oshas-proposed-rule-could-divert-fire-resources>

Independence Lake Dam Emergency Action Plan

1 message

Steeland, Kara <ksteeland@tmwa.com>

Wed, Jul 17, 2024 at 8:27 AM

To: "sierracountyfire1@gmail.com" <sierracountyfire1@gmail.com>

I am currently working on an Emergency Action Plan for the Independence Lake Dam. California Division of Dam Safety has requested that I reach out to Sierra County Fire Protection District to see if your agency would need to be involved in a response effort if there was an incident at the dam. I have attached the current notification flow chart for your reference. Please let me know and reach out if you have any questions!

Thanks,

Kara



Kara Steeland

Sr. Hydrologist & Watershed Coordinator

Truckee Meadows Water Authority

1355 Capital Blvd. | Reno, NV 89502

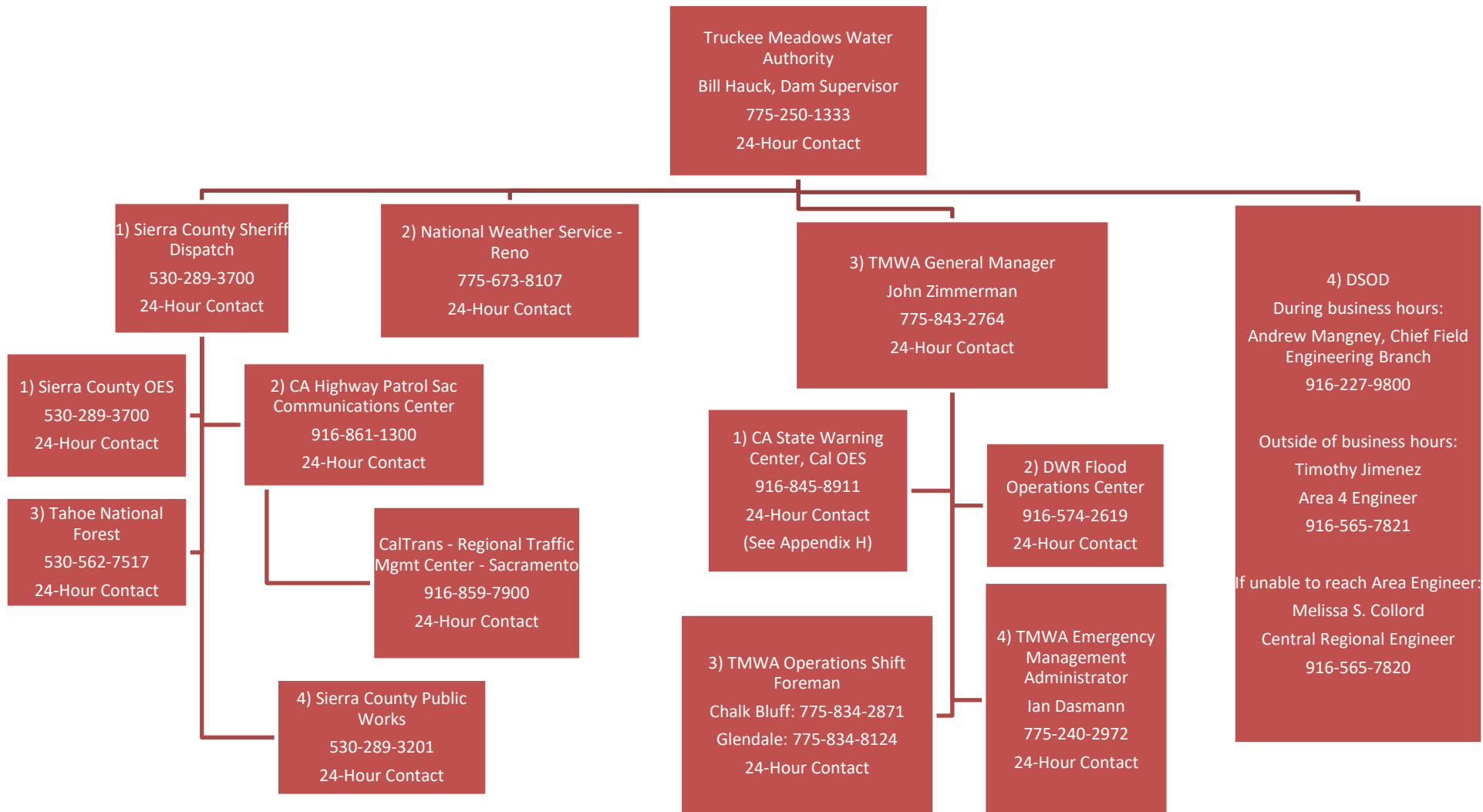
O: (775) 834-8204, M: (775) 516-5392

ksteeland@tmwa.com | www.tmwa.com

Our vision is to enhance the quality of life in the Truckee Meadows by delivering exceptional, customer-focused water services.

 **independence-lake-dam-notification-flow-chart-july-2024.pdf**
115K

Notification Flowchart (High Flow, Non-Failure, Potential Failure, and Imminent Failure)





Nevada Irrigation District

July 19, 2024

VIA USPS – FIRST CLASS MAIL

Mick Connolly, Fire Chief
Sierra County Fire Protection District 1
PO Box 255
Sierraville, CA 96126

RE: Nevada Irrigation District Emergency Action Plan (EAP) Annual Seminar (Yuba-Bear Project, Scotts Flat Dam, Combie Dam)

Dear Mick Connolly:

The Nevada Irrigation District (NID/District) is requesting your participation in the annual Emergency Action Plan (EAP/Plan) outreach seminar for its hydroelectric projects and high hazard dams. Facilities covered will include the Yuba-Bear Hydroelectric Project (FERC No. 2266), Lake Combie Project (FERC No. 2981), Scotts Flat Project (FERC No. 5930), Deer Creek Diversion Dam (CA00246), and Loma Rica Airport Dam (CA00259). Since many of the emergency response agencies are the same for the District's referenced facilities, we will be holding a joint outreach seminar. We feel that this approach makes the most effective use of your valuable time.

The meeting will include an overview of the District's hydroelectric projects, a discussion of the current flowcharts, and the response procedures outlined in the EAP. During the meeting, we will also review changes made to the Plan during the last annual update and confirm that the information in the EAP is current.

We will use this meeting to discuss important information regarding the dams and our project operations, the potential impacts in the event of an emergency situation at the dams, and any procedures that would improve the EAP. We hope that these discussions will improve District operations in the event of an emergency situation and help you, the emergency response agencies, gain the information needed to develop/enhance your emergency operations plan.

The meeting will be held at the **Gold Miners Inn Conference Room in Grass Valley, California** on **Tuesday, August 20, 2024** from 9:00 a.m. to approximately 10:30 a.m. Registration and coffee will be available starting at 8:45 a.m. The address for the meeting location is as follows:

Gold Miners Inn
121 Bank Street
Grass Valley, CA 95945

Please **RSVP** by **August 9, 2024** to the District's consultant, Uma Hinman, at uhinman@comcast.net or (916) 813-0818. Also, please bring your copy of the EAP to the meeting.

Your attendance will help us ensure we have a workable and effective Emergency Action Plan. We look forward to seeing you at the meeting. Should you have any questions regarding the Plan or this meeting, please do not hesitate to contact Uma Hinman as noted above, or the District's Hydroelectric Office directly at (530) 273-8571.

Sincerely,



Uma Hinman
Hinman & Associates Consulting

On behalf of:
NEVADA IRRIGATION DISTRICT
HYDROELECTRIC DIVISION

cc: Tina Haenny, Nevada Irrigation District