



MEETING DATE: April 2, 2025

FROM: Jack Rosevear

RE: Review and Direction of Draft Agreement with the Gold Mountain Community Services District for use of Fire Engine

REASON FOR RECOMMENDED BOARD ACTION:

The proposal for this agreement to utilize Gold Mountain CSD's Type 3 engine, has been in discussion for the past several months. A sub-committee was selected (Directors Smith & Marques) to meet with the CSD sub-committee for discussion of parameters and options. A basic outline was sent to John Nelson of BBK to assist in the creation of an agreement. A working draft was circulated at the February Board meeting and has been reviewed and commented on, both by the Fire District and GMCSO. Attorney Josh Nelson has received input from GMCSO staff and Counsel. The final draft has been created for the Board's review and hopeful approval.

BACKGROUND:

The Gold Mountain CSD owns and operates a Type 3 wildland fire engine. There is a volunteer cadre of trained personnel who staff and support limited wildland fire protection and prevention efforts for the Gold Mountain Community. The objective of this proposal is to partner together to have the engine and staffing under the Fire District's fire season operations. A draft agreement (MOU) was developed as an introduction to review the scope and terms of the partnership. This is a positive step to enhance fire protection for the Gold Mountain and surrounding communities plus enhance training for volunteers who wish to staff the engine. The Fire District would have the opportunity to add existing staff to support fire response and operations. It is my hope that we can add volunteers (for the Fire District) from the Gold Mountain Community to enhance the level of service provided by both Districts. The proposed agreement is for the 2025 fire season only, when critical protection needs exist. The Fire District would oversee operations related to engine and crew qualifications. At the end of the fire season, GMCSO staff would take over the engine and willing personnel, for off- fire season fire prevention and fuel reduction projects in their District. The Fire District would support those operations with trained fire district personnel, to further expand firefighter training and support of the Gold Mountain community. Fire Cadre personnel are currently participating in wildland fire suppression and safety training. Upon approval of the agreement, Fire Cadre staff will be on-boarded with the Fire District and be covered under the District's workers compensation policy.

IMPACTS TO THE CUSTOMER:

Positive impacts for the customer with an extra staffed wildland engine available during fire season. Positive impact with the opportunity to add to District volunteer staffing during fire season with the option of CSD personnel volunteering year round for the Fire District.

FISCAL IMPACT:

No fiscal impact provided the GMCSO reimburses expenses such as vehicle maintenance, providing crew wildland safety gear and workers compensation policy additional expense. There is no additional expense for vehicle insurance, as the District has use of non-owned vehicles currently in place. This covers temporary loans of vehicles.

RECOMMENDATION:

Approve the agreement as presented. The term of the agreement is Fire Season 2025 only, to be re-evaluated at the end of Fire Season to determine continuation of agreement or cancellation.

ATTACHMENTS:

- A. BPPFD FIRE ENGINE MOU W GMCSO (MARCH EDITS)-C1-C1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOLD MOUNTAIN COMMUNITY SERVICES
DISTRICT AND THE BECKWOURTH PEAK FIRE PROTECTION DISTRICT REGARDING FIRE ENGINE USE
AND STAFFING**

THIS MEMORANDUM OF UNDERSTANDING (the “Memorandum of Understanding or MOU”) dated March __, 2025 (the “Effective Date”) is by and between the Beckwourth Peak Fire Protection District, a California fire protection district (“BPFPD”), and the Gold Mountain Community Services District, a California community services district (“GMCSD”), with reference to the following facts:

- A. GMCSD wishes to share with BPFPD the responsibility for prevention, detection, as well as suppression in the early detection of wildland fire within the wildland-urban interface, to protect properties within the boundaries of the GMCSD as outlined in applicable resolutions of the Plumas County Local Agency Formation Commission (“LAFCo”).
- B. BPFPD and GMCSD wish to enter into this MOU to allow BPFPD to utilize GMCSD’s Fire Engine No. 9375 (“Fire Engine FEPP Type 3” or “Fire Engine”) when providing fire services. BPFPD’s operation and use of the Fire Engineshall be consistent with the scope of responsibility described above in Recital A.
- C. BPFPD and GMCSD further wish to integrate GMCSD staff and volunteers (GMCSD’s “Community Brigade”) into BPFPD for purposes of emergency response training and coordination.

NOW THEREFORE, based on the recitals set forth above, BPFPD and GMCSD hereby agree as follows:

I. INTENTION AND PURPOSE

The intent of this Memorandum of Understanding is to provide for the Parties’ obligations with respect to the use of the Fire Engine and the provision of training by BPFPD to GMCSD staff.

II. TERM; TERMINATION

- A. The term of this MOU shall commence on April 1, 2025 and expire on November 15, 2025. BPFPD and GMCSD may modify the commencement and expiration date of the MOU based on weather conditions with agreement of the BPFPD Fire Chief and GMCSD General Manager.
- B. Either party may terminate this MOU for cause with written notice.

III. PARTY Obligations

- A. GMCSD’s Obligations.
 - a. GMCSD shall allow BPFPD to utilize the Fire Engine and the Fire Engine shall remain in the GMCSD service area unless participating in training or emergency response pursuant to Recital “A” above or when responding to fire that threatens property within the boundaries of GMCSD. GMCSD shall ensure that the Fire Engine is maintained in good working order and receives all necessary and appropriate vehicle maintenance. The Fire Engine shall be equipped with crew portable radios and other apparatus consistent with BPFPD standards. GMCSD shall obtain and maintain adequate insurance covering the Fire Engine and include BPFPD as a named additional insured on such policies.
 - b. GMCSD shall provide wildland safety equipment for the Community Brigade that meets BPFPD standards.
 - c. GMCSD will reasonably coordinate and communicate with BPFPD regarding shared or joint operations and emergencies.
- B. BPFPD’s Obligations.
 - a. BPFPD may use the Fire Engine to provide fire services, and shall notify GMCSD of any mechanical or other issues observed during such use.
 - b. BPFPD shall allow GMCSD’s Community Brigade firefighter staff to become seasonal firefighters/volunteer firefighters for BPFPD. Community Brigade shall receive training and necessary certification to qualify them to perform wildland suppression as a crew member on the Fire Engine, and may also staff other BPFPD fire apparatus, as needed and determined by BPFPD, within GMCSD’s boundaries. GMCSD shall reimburse

BPFPD upon receipt of an invoice for the incremental workers' compensation cost related to the Community Brigade.

- c. BPFPD shall reasonably coordinate and communicate with GMCSD in shared or joint operations and emergencies.

C. Joint Obligations.

- a. No payment shall be made between the parties as compensation for any services performed pursuant to this Agreement. This shall not limit either parties ability to pursue cost recovery for any services from third parties.
- b. Each party shall pay all wages, compensation, stipends, reimbursements, and other amounts due (if any) to their respective personnel in connection with any and all services under this Agreement and as required by law. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to and as applicable, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance (if any). Employees or agents of one party shall not be deemed employees or agents of the other for any purpose.

IV. INDEMNIFICATION

A. By GMCSD. Without waiving any applicable immunities, GMCSD shall indemnify, defend and hold BPFPD harmless from any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, to the extent arising out of or in connection with the willful misconduct or the negligent acts, errors, or omissions of GMCSD, its officers, agents or employees with respect to GMCSD's performance of this MOU.

B. By BPFPD. Without waiving any applicable immunities, BPFPD shall indemnify, defend and hold GMCSD harmless from any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, to the extent arising out of or in connection with the willful misconduct or the negligent acts, errors, or omissions of BPFPD, its officers, agents or employees with respect to BPFPD's performance of this MOU.

V. NOTICES

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

<u>GMCSD:</u>	Gold Mountain Community Services District Attention: General Manager 150 Pacific St. Portola, CA 96122
<u>BPFPD:</u>	Beckwourth Peak Fire Protection District Attention: Fire Chief 180 Main Street Beckwourth CA 96129

VI. COUNTERPARTS

This Memorandum of Understanding may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature (s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Memorandum of Understanding attached thereto.

VII. SEVERABILITY

If any term, covenant or condition of this Memorandum of Understanding shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Memorandum of Understanding shall not be affected thereby, and each other term, covenant or condition of this Memorandum of Understanding shall be valid and be enforced to the fullest extent permitted by law.

VIII. GOVERNING LAW

This Memorandum of Understanding is made and entered into in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California. The venue for resolving any disputes regarding this agreement shall be within the Plumas County, California.

IX. AMENDMENT

No modification, variation or amendment of this Memorandum of Understanding shall be effective without the written consent of all of the parties to this Memorandum of Understanding at the time of such modification, variation or amendment.

Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities hereunder. Each party is responsible for its own self-insured retentions and deductibles. Each party agrees to provide the other parties thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage's. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

GOLD MOUNTAIN COMMUNITY SERVICES DISTRICT

By: _____

Its: _____

Date: _____

BECKWOURTH PEAK FIRE PROTECTION DISTRICT

By: _____

Its: _____

Date: _____