

November 29, 2022 Tuesday @ 6:00 PM  
**SIERRA COUNTY FIRE PROTECTION DISTRICT # 1**  
**FIRE COMMISSIONERS MEETING AGENDA**  
FIRE STATION 82, SIERRAVILLE CA

THIS MEETING WILL BE CONDUCTED IN PERSON AND VIA “CONFERENCE CALL”. THOSE WISHING TO ATTEND THE MEETING VIA TELEPHONE SHOULD CALL (701) 802-5316 AND USE ACCESS CODE 5188908. YOU MAY ALSO ACCESS VIDEO AND ONE-WAY AUDIO VIA ZOOM AT THE FOLLOWING LINK:  
<https://uso2web.zoom.us/j/8274761160?pwd=NGVuTCtJL3d2akZGanpUVzlsSGF2UTo9>

Meeting ID: 827 476 1160, Passcode: 419056

**CALL TO ORDER:**

Roll Call of Commissioners

{ } Shawn Burt, Chairperson    { } Jeff McCollum    { } Tom Rowson    { } Richard Maddalena  
{ } Candy Hunter    { } Tom Archer    { } Victoria Fisher

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: 10/18/22

**FINANCIAL STATEMENT:**

1. Review P&L, Balance Sheet, Report of Funds as of October 31, 2022 **H**
2. Approve Bill Payments **H**
3. Fire Mitigation Fee & Banking Updates **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

**UNFINISHED BUSINESS:**

1. Update on Calpine siren project (Shawn/Jeff)
2. Coop Agreement with TNF- no new info
3. Update on Annual Report to BOS and Request for Annual Fee Increase

**NEW BUSINESS:**

1. Acceptance of JPRIMA Insurance Proposal for the period 11/1/2022-4/1/2023 in the amount of \$31,900 including required associated JPRIMA and Cal Mutuals memberships.
2. Discussion/Action regarding length of terms per County Council Memorandum of Opinion Dated October 25, 2022
3. Annual Accomplishment Report (Candy)
4. Schedule District Chief Annual Performance Review
5. Future of Tour de Manure Fundraiser (Tom A)
6. MOU with Sierra County Water District #1 (Tom A)
7. Valve Key Storage Request from SPUD (Tom A)

**ANNOUNCEMENTS AND COMMENTS:**

**NEXT SCHEDULED MEETING:** December 20, 2022 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.**

# **ADOPT A HYDRANT**



**SIERRA COUNTY FIRE PROTECTION  
DISTRICT #1** in collaboration with  
**SIERRAVILLE PUBLIC UTILITY  
DISTRICT**

encourages community members to find a fire hydrant near your home and help out by clearing snow away from the hydrant after storms. You can informally

**"ADOPT A HYDRANT"**

in your neighborhood and take responsibility to clear snow 3 feet in all directions from the hydrant, as well as keeping it visible from the street. This is a great way to give back to your community and neighborhood. Thank you for making yourself, your Family and our community a little safer!



**Sierra County Fire Protection District # 1**  
**PO Box 255**  
**Sierraville, CA 96126**  
[www.sierracountyfireprotectiondistrict1.com](http://www.sierracountyfireprotectiondistrict1.com)

**Commissioners**  
*Shawn Burt– Chairman*  
*Rick Maddalena*  
*Thomas Archer*  
*Tom Rowson*  
*Jeff McCollum*  
*Candy Hunter*  
*Victoria Fisher*

November 2, 2022

Calpine Community Fire Association  
John Mitchell, President  
PO Box 9  
Calpine, CA 96124

RE: Email Inquiry to Chief Connolly on Oct. 22, 2022

Dear Mr. Mitchell:

Thank you for your inquiry made to Mick Connolly as Chief of the Sierra County Fire Protection District #1 (the District). The District respectfully requests that any issues or concerns that you may have regarding the District, its functions, provision of service, volunteers and training be brought to the attention of the Board at a Regular Meeting. Please make any request for an item to be placed on the Agenda 5-10 days in advance of the meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Burt".

Shawn Burt  
Chair of the Commission

October 18, 2022 Tuesday @ 6:00 PM  
**SIERRA COUNTY FIRE PROTECTION DISTRICT # 1**  
**FIRE COMMISSIONERS MEETING AGENDA MINUTES**  
FIRE STATION 82, SIERRAVILLE CA

THIS MEETING WILL BE CONDUCTED IN PERSON AND VIA “CONFERENCE CALL”. THOSE WISHING TO ATTEND THE MEETING VIA TELEPHONE SHOULD CALL (701) 802-5316 AND USE ACCESS CODE 5188908. YOU MAY ALSO ACCESS VIDEO AND ONE-WAY AUDIO VIA ZOOM AT THE FOLLOWING LINK: <https://us02web.zoom.us/j/8274761160?pwd=NGVuTCtJL3d2akZGanpUVzlsSGF2UTo9>

Meeting ID: 827 476 1160, Passcode: 419056

**CALL TO ORDER: 6:02 pm**

Roll Call of Commissioners

{ } Shawn Burt, Chairperson    {X} Jeff McCollum **Chair**    { } Tom Rowson    { X } Richard Maddalena  
{ X } Candy Hunter    { X } Tom Archer    { } Victoria Fisher

Quorum Yes/No

**PUBLIC INTRODUCTION:** Russell Rosewood, Mike Estrada, John Mitchell of Calpine Community Fire Assoc.

**PUBLIC COMMENT:** Mitchell distributed a letter from CCFA and reviewed the content.

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:** Check payment of \$696.84 received from Sierraville Fire & Rescue Services representing 50% of the electrical contractor invoice on the Sattley pumphouse project.

**MINUTES APPROVAL:** Approval of the Minutes: 09/20/22 **Comm. Maddalena moved to approve the minutes and Comm. Hunter seconded. 4 Ayes (McCollum, Maddalena, Hunter, Archer), 3 Absent (Burt, Rowson, Fisher) motion passed.**

**FINANCIAL STATEMENT:**

1. Review P&L, Balance Sheet, Report of Funds as of September 30, 2022 **H**
2. Approve Bill Payments **H**

**Comm. Archer moved to approve the financial statements and payment of bills and Comm. Hunter seconded. 4 Ayes (McCollum, Maddalena, Hunter, Archer), 3 Absent (Burt, Rowson, Fisher) motion passed.**

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

1. Chief's Report (Response Summary, Fleet, Communications System, Facilities) **Chief Connolly reported a mutual aid request for fire suppression at the Loyalton mill site where they encountered the water system/hydrants not working. The second call was an unattended campfire that had gotten into a root system near Verdi in the Humboldt-Toiyabe National Forest. He reported a 3 hour response time.**
2. Training / Recruitment/ Retention **Chief Connolly reported the annual tower drills were coming up on November 12<sup>th</sup> and 13<sup>th</sup> and that he was beginning work on a county-wide communications grant.**

**UNFINISHED BUSINESS:**

1. Update on Calpine siren project (Shawn/Jeff) **In progress and should open up discussions with the Sheriff on what it means for the community when the siren goes off.**
2. Update on Sattley property project (Rick) **Sierraville Fire & Rescue Services donated to the District 50% of the electrical contractor cost. The leak has been located, plan is to drain and winterize and repair in the spring.**
3. Follow up on TNF Agreement (Rick) **No reply from Agreements still, fall back to prior agreement at 12 hours statewide.**
4. Calpine Pond Dredging (Rick) **In progress, working to address challenges with budget constraints related to survey costs.**
5. DigitalPath Proposal (Rick) **DigitalPath withdrew interest to engage with District on a proposal.**

**NEW BUSINESS:**

1. Discussion and possible action regarding hydrants- Station 82 repair & markers (Tom A.) **Paul Rose, Water Operator, repaired the hydrant near Los Dos Hermanos restaurant. It is recommended that bollards be placed in front of that particular hydrant because of the vehicle traffic near that location.**
2. FY 2021/2022 Annual Report to Sierra County for fee mitigation program and request for annual increase not to exceed 3% **There was discussion regarding the outstanding fees shown on the report and further clarification was requested to determine if they had been collected and received to the District. Comm. Archer moved to approve the 21/22 Annual Report with a change to note the amount accrued but not received, Comm. Maddalena seconded. 4 Ayes (McCollum, Maddalena, Hunter, Archer), 3 Absent (Burt, Rowson, Fisher) motion passed.**

**ANNOUNCEMENTS AND COMMENTS:** Comm. Hunter has sent a request to Chief Moore of Truckee Meadows Fire for a report of responses in the District area. Comm. Hunter also sought discussion regarding the use of teleconferencing for meetings once the CA Covid-19 State of Emergency ends. Clerk Kelly plans to attend the Board Secretary/Clerk training in Seaside November 7<sup>th</sup> through 9<sup>th</sup> and will also be out of town November 12<sup>th</sup> through 17<sup>th</sup>.

**NEXT SCHEDULED MEETING:** November 15, 2022 at 6:00pm in Sierraville **Direction was given to the Clerk to conduct a survey of Commissioner availability to determine the date to continue the November 15<sup>th</sup> meeting with suggested dates of November 29<sup>th</sup> or November 22<sup>nd</sup>.**

**ADJOURNMENT: 7:07 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.**

Sierra County Fire Protection District #1  
 Profit & Loss Budget vs. Actual

July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>A · Tax Income</b>				
A.3 · Verdi Tax Income	0.00	18,000.00	-18,000.00	0.0%
A.11 · Transient Occupancy Tax	0.00	16,000.00	-16,000.00	0.0%
A · Tax Income - Other	0.00	260,000.00	-260,000.00	0.0%
<b>Total A · Tax Income</b>	<b>0.00</b>	<b>294,000.00</b>	<b>-294,000.00</b>	<b>0.0%</b>
G · Interest Income	16.98	250.00	-233.02	6.8%
H · Donation Income	15,690.16	2,600.00	13,090.16	603.5%
L · Miscellaneous Income	145.42	1,400.00	-1,254.58	10.4%
M · Mitigation Fees	6,649.30	30,000.00	-23,350.70	22.2%
N · Transfer in From Mitigation Res	0.00	0.00	0.00	0.0%
O · Transfer In From Carryover	0.00	300,000.00	-300,000.00	0.0%
<b>Total Income</b>	<b>22,501.86</b>	<b>628,250.00</b>	<b>-605,748.14</b>	<b>3.6%</b>
<b>Gross Profit</b>	<b>22,501.86</b>	<b>628,250.00</b>	<b>-605,748.14</b>	<b>3.6%</b>
<b>Expense</b>				
<b>1.0 · General</b>				
1.1 · Professional Fees	4,174.00	7,000.00	-2,826.00	59.6%
1.2 · Clerical	11,060.00	35,000.00	-23,940.00	31.6%
1.3 · Office Expense	652.08	3,000.00	-2,347.92	21.7%
1.4 · Fire House Maintenance	3,348.74	15,700.00	-12,351.26	21.3%
1.5 · Bank Fee	0.00	50.00	-50.00	0.0%
1.6 · CSDA Membership	0.00	2,700.00	-2,700.00	0.0%
1.7 · Retention Incentives	0.00	3,000.00	-3,000.00	0.0%
1.8 · County Admin Fees	0.00	33,785.00	-33,785.00	0.0%
1.9 · Training & Personnel Services	4,615.00	12,000.00	-7,385.00	38.5%
1.10 · Miscellaneous Expense	0.00	500.00	-500.00	0.0%
<b>Total 1.0 · General</b>	<b>23,849.82</b>	<b>112,735.00</b>	<b>-88,885.18</b>	<b>21.2%</b>
<b>2.0 · Emergency Medical</b>				
2.1 · EMS Training	0.00	3,500.00	-3,500.00	0.0%
2.2 · EMS Medical Supplies	0.00	2,500.00	-2,500.00	0.0%
<b>Total 2.0 · Emergency Medical</b>	<b>0.00</b>	<b>6,000.00</b>	<b>-6,000.00</b>	<b>0.0%</b>
<b>3.0 · Communications</b>				
3.1 · Repeater Site Rental	1,920.00			
3.2 · Web Site	900.00			
3.4 · Radio & Repeater Batteries	106.53			
3.0 · Communications - Other	0.00	21,500.00	-21,500.00	0.0%
<b>Total 3.0 · Communications</b>	<b>2,926.53</b>	<b>21,500.00</b>	<b>-18,573.47</b>	<b>13.6%</b>
<b>4.0 · Fire Protection</b>				
4.1 · Personal Protection Equipment	2,496.08	14,000.00	-11,503.92	17.8%
4.3 · Operating Supplies & Equipment	10,212.16	23,000.00	-12,787.84	44.4%
4.5 · Equipment Repair & Maintenance	702.11	4,000.00	-3,297.89	17.6%
4.6 · Fire Training	0.00	3,000.00	-3,000.00	0.0%
4.7 · Fire Protection Verdi Long Vall	0.00	48,000.00	-48,000.00	0.0%
4.8 · Fire Protection Loyalton	0.00	52,000.00	-52,000.00	0.0%
4.9 · Fire Labor				
4.905 · OES Preposition	18,920.20			
4.998 · Meals	2,562.18			
<b>Total 4.9 · Fire Labor</b>	<b>21,482.38</b>			

Sierra County Fire Protection District #1  
Profit & Loss Budget vs. Actual

July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
4.11 · Uniforms	0.00	2,000.00	-2,000.00	0.0%
<b>Total 4.0 · Fire Protection</b>	<b>34,892.73</b>	<b>146,000.00</b>	<b>-111,107.27</b>	<b>23.9%</b>
<b>5.0 · Insurance</b>				
5.1 · Workers Compensation Insur	6,265.00			
5.2 · Liability, Facility, Vehicle	6,681.31			
5.0 · Insurance - Other	0.00	29,000.00	-29,000.00	0.0%
<b>Total 5.0 · Insurance</b>	<b>12,946.31</b>	<b>29,000.00</b>	<b>-16,053.69</b>	<b>44.6%</b>
<b>6.0 · Vehicle Repair &amp; Maintenance</b>				
6.1 · Fuel	2,305.42			
6.2 · Labor - Vehicles	2,600.00			
6.3 · Parts	2,522.31			
6.7 · Tools Auto	26.25			
6.0 · Vehicle Repair & Maintenance - Other	0.00	40,000.00	-40,000.00	0.0%
<b>Total 6.0 · Vehicle Repair &amp; Maintenance</b>	<b>7,453.98</b>	<b>40,000.00</b>	<b>-32,546.02</b>	<b>18.6%</b>
<b>7.0 · Utilities</b>				
7.1 · Electric	1,456.69			
7.3 · Water	231.32			
7.4 · Solid Waste & Groundwater	907.06			
7.5 · Telephone	284.55			
7.6 · Internet	872.00			
7.0 · Utilities - Other	0.00	21,927.00	-21,927.00	0.0%
<b>Total 7.0 · Utilities</b>	<b>3,751.62</b>	<b>21,927.00</b>	<b>-18,175.38</b>	<b>17.1%</b>
<b>8.0 · Capital Asset/Mitigation Exp</b>				
8.1 · USDA Rescue Truck Loan Payment				
8.101 · Interest Expense	515.76			
8.1 · USDA Rescue Truck Loan Payment - ...	32,810.53	6,088.00	26,722.53	538.9%
<b>Total 8.1 · USDA Rescue Truck Loan Paym...</b>	<b>33,326.29</b>	<b>6,088.00</b>	<b>27,238.29</b>	<b>547.4%</b>
8.11 · Sattley Well Pump	1,308.67	15,000.00	-13,691.33	8.7%
<b>Total 8.0 · Capital Asset/Mitigation Exp</b>	<b>34,634.96</b>	<b>21,088.00</b>	<b>13,546.96</b>	<b>164.2%</b>
<b>10.0 · Transfer to Reserves</b>				
10.1 · Transfer to Capital Reserve	0.00	180,000.00	-180,000.00	0.0%
10.2 · Transfer to Mitigation Reserve	0.00	30,000.00	-30,000.00	0.0%
10.3 · Transfer to Prepayment Reserve	0.00	20,000.00	-20,000.00	0.0%
<b>Total 10.0 · Transfer to Reserves</b>	<b>0.00</b>	<b>230,000.00</b>	<b>-230,000.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>120,455.95</b>	<b>628,250.00</b>	<b>-507,794.05</b>	<b>19.2%</b>
<b>Net Income</b>	<b>-97,954.09</b>	<b>0.00</b>	<b>-97,954.09</b>	<b>100.0%</b>

## Sierra County Fire Protection District #1

## Balance Sheet

11/23/22

As of October 31, 2022

Accrual Basis

	<u>Oct 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
105 · Sierra County Investment Pool	109,810.85
110 · Wells Fargo Operating 7568	391,139.21
115 · Wells Fargo Savings 6564	50,318.15
<b>Total Checking/Savings</b>	<u>551,268.21</u>
<b>Total Current Assets</b>	551,268.21
<b>Fixed Assets</b>	
150 · Buildings and Land	311,412.14
152 · Equipment	136,603.37
154 · Vehicles	530,852.81
160 · Accumulated Depreciation	-535,484.00
<b>Total Fixed Assets</b>	<u>443,384.32</u>
<b>TOTAL ASSETS</b>	<u><u>994,652.53</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · *Accounts Payable	8,259.81
<b>Total Accounts Payable</b>	8,259.81
<b>Credit Cards</b>	
6729 · US Bank CalCard	296.19
<b>Total Credit Cards</b>	<u>296.19</u>
<b>Total Current Liabilities</b>	8,556.00
<b>Long Term Liabilities</b>	
250 · USDA Loan	37,667.47
<b>Total Long Term Liabilities</b>	<u>37,667.47</u>
<b>Total Liabilities</b>	46,223.47
<b>Equity</b>	
302 · Net Investment in Fixed Assets	401,019.76
306 · Capital Asset Reserve	59,839.37
309 · Out of District Response Reserv	20,000.00
310 · Retained Earnings	565,524.02
Net Income	-97,954.09
<b>Total Equity</b>	<u>948,429.06</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>994,652.53</u></u>



Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
<b>105 - Sierra County Investment Pool</b>								
Total 105 - Sierra County Investment Pool								
<b>110 - Wells Fargo Operating 7568</b>								
Deposit	10/15/2022			Deposit	X	M - Mitigation Fees	3,709.30	417,471.05
Bill Pmt -C...	10/18/2022	7624	Alley Electric	Install electrical to Sattley pumphouse	X	20000 - *Accounts Payable	-1,308.67	421,180.35
Bill Pmt -C...	10/18/2022	7625	AT&T	9391059363	X	20000 - *Accounts Payable	-71.07	419,871.68
Bill Pmt -C...	10/18/2022	7626	AT&T- Calpine	9391059370	X	20000 - *Accounts Payable	-23.20	419,800.61
Bill Pmt -C...	10/18/2022	7627	City of Loyaltan	297 copies @ .20	X	20000 - *Accounts Payable	-72.60	419,777.41
Bill Pmt -C...	10/18/2022	7628	Intermountain Dispos...		X	20000 - *Accounts Payable	-52.29	419,704.81
Bill Pmt -C...	10/18/2022	7629	Kelly Champion	October 2022	X	20000 - *Accounts Payable	-2,600.00	417,052.52
Bill Pmt -C...	10/18/2022	7630	Mick Connolly	October Professional Services	X	20000 - *Accounts Payable	-1,000.00	416,052.52
Bill Pmt -C...	10/18/2022	7631	Paul Roen	Parts for WT-82 Repair	X	20000 - *Accounts Payable	-726.38	415,326.14
Bill Pmt -C...	10/18/2022	7632	Plumas-Sierra REC		X	20000 - *Accounts Payable	-373.87	414,952.27
Bill Pmt -C...	10/18/2022	7633	Rickas-Sierra Teleco...		X	20000 - *Accounts Payable	-218.00	414,734.27
Bill Pmt -C...	10/18/2022	7634	Ruddy Hoyoys Repair	Reimburse CED, 2 LED light fixtures	X	20000 - *Accounts Payable	-278.66	414,455.61
Bill Pmt -C...	10/18/2022	7635	Sierra County Tax Co...	October 2022 Contract Payment	X	20000 - *Accounts Payable	-600.00	413,855.61
Bill Pmt -C...	10/18/2022	7636	Sierra Valley Feed & ...	Solid Waste Fee & Ground Water, 102 E M...	X	20000 - *Accounts Payable	-697.90	413,157.71
Bill Pmt -C...	10/18/2022	7637	Sierra Valley Home C...	Fly trap	X	20000 - *Accounts Payable	-7.50	413,150.21
Bill Pmt -C...	10/18/2022	7638	Sierraville Public Utilit...		X	20000 - *Accounts Payable	-187.87	412,962.34
Bill Pmt -C...	10/18/2022	7639	State Compensation I...		X	20000 - *Accounts Payable	-57.83	412,904.51
Bill Pmt -C...	10/18/2022	7640	US Bank		X	20000 - *Accounts Payable	-229.33	412,675.18
Bill Pmt -C...	10/18/2022	7641	Ben Hitchcock		X	20000 - *Accounts Payable	-3,132.50	409,542.68
Bill Pmt -C...	10/18/2022	7642	Clint Dudley	VOID: OES Prepositioning Sept '22, 50% of ...	X	20000 - *Accounts Payable	-1,171.06	408,371.62
Bill Pmt -C...	10/18/2022	7643	Jay Huebert		X	20000 - *Accounts Payable	0.00	408,371.62
Bill Pmt -C...	10/18/2022	7644	Jeanne Klose		X	20000 - *Accounts Payable	-329.15	408,042.47
Bill Pmt -C...	10/18/2022	7645	Max Barasso		X	20000 - *Accounts Payable	-493.72	407,548.75
Bill Pmt -C...	10/18/2022	7646	Mike Cory		X	20000 - *Accounts Payable	-658.30	406,890.45
Bill Pmt -C...	10/18/2022	7647	Pat Blide		X	20000 - *Accounts Payable	-329.15	406,561.30
Bill Pmt -C...	10/18/2022	7648	Rudy Hoyos (Volunte...		X	20000 - *Accounts Payable	-3,620.63	402,940.67
Bill Pmt -C...	10/18/2022	7649	Ryan Thompson		X	20000 - *Accounts Payable	-1,645.74	401,294.93
Bill Pmt -C...	10/18/2022	7650	Serenity Enriquez		X	20000 - *Accounts Payable	-2,962.33	398,332.60
Bill Pmt -C...	10/18/2022	7651	Shawn Trevett		X	20000 - *Accounts Payable	-493.72	397,838.88
Bill Pmt -C...	10/18/2022	7652	Mick Connolly		X	20000 - *Accounts Payable	-2,962.33	394,876.55
Bill Pmt -C...	10/18/2022	7653	Mick Connolly		X	20000 - *Accounts Payable	-164.57	394,711.98
Bill Pmt -C...	10/18/2022	7654	Mick Connolly		X	20000 - *Accounts Payable	-493.72	394,218.26
Bill Pmt -C...	10/18/2022	7655	Mick Connolly		X	20000 - *Accounts Payable	-3,779.40	390,438.86
Deposit	10/18/2022			Deposit	X	H - Donation Income	696.84	391,135.70
Deposit	10/31/2022			Interest	X	G - Interest Income	3.51	391,139.21
Total 110 - Wells Fargo Operating 7568								
							-26,331.84	391,139.21
<b>115 - Wells Fargo Savings 6564</b>								
Deposit	10/31/2022			Interest	X	G - Interest Income	0.43	50,317.72
								50,318.15

8:50 PM  
11/23/22

Accrual Basis

Sierra County Fire Protection District #1  
Banking Activity Detail  
October 1, 2022-October 31, 2022

Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
Total 115 · Wells Fargo Savings 6564							0.43	50,318.15
<b>6729 · US Bank CalCard</b>								
Bill	10/10/2022	4866...	US Bank	10-10-2022	X	20000 · *Accounts Payable	1,171.06	-1,171.06
Credit Card...	10/24/2022		Amazon.com	Laptop Case for Travel	X	1.3 · Office Expense	-37.53	0.00
Credit Card...	10/25/2022		Arco	Rocklin, Mick	X	6.1 · Fuel	-120.79	-37.53
Credit Card...	10/26/2022		Office Depot	Office Supplies	X	1.3 · Office Expense	-122.88	-158.32
Credit Card...	10/30/2022		Adobe	Adobe Pro Subscription	X	1.3 · Office Expense	-14.99	-281.20
Total 6729 · US Bank CalCard							874.87	-296.19
<b>TOTAL</b>							<b>-25,456.54</b>	<b>550,972.02</b>

**Sierra County Fire Protection District #1**  
**Unpaid Bills Detail**  
 As of November 23, 2022

Type	Date	Num	Due Date	Aging	Open Balance
<b>Cascade Fire Equipment</b>					
Bill	06/24/2022	117425	06/30/2022	146	<del>2,625.57</del>
Total Cascade Fire Equipment					<del>2,625.57</del>
<b>CMC Rescue, Inc.</b>					
Bill	11/01/2022	553507	12/01/2022		9,687.46
Bill	11/21/2022	553756	12/21/2022		489.06
Total CMC Rescue, Inc.					10,176.52
<b>Fire-End &amp; Croker Corporation</b>					
Bill	04/13/2022	413403	06/30/2022	146	<del>3,162.06</del>
Total Fire-End & Croker Corporation					<del>3,162.06</del>
<b>High Sierra Gas</b>					
Bill	11/09/2022	U0014835	12/09/2022		226.68
Bill	11/17/2022	U0014556	12/17/2022		485.43
Total High Sierra Gas					712.11
<b>Intermountain Disposal Inc.</b>					
Bill	10/28/2022	74132	11/27/2022		52.29
Total Intermountain Disposal Inc.					52.29
<b>Kelly Champion</b>					
Bill	11/15/2022	11.15.22	11/15/2022	8	2,600.00
Bill	11/10/2022	11.10.22	12/10/2022		385.63
Total Kelly Champion					2,985.63
<b>Mick Connolly</b>					
Bill	11/01/2022	11.01.22	11/01/2022	22	1,000.00
Total Mick Connolly					1,000.00
<b>O'Reilly Automotive</b>					
Bill	10/21/2022	4426402362	11/20/2022	3	108.52
Bill	10/21/2022	4426402340	11/20/2022	3	183.08
Total O'Reilly Automotive					291.60
<b>Plumas-Sierra REC</b>					
Bill	10/31/2022	3310	11/21/2022	2	36.35
Bill	10/31/2022	5410	11/21/2022	2	36.35
Bill	10/31/2022	17453	11/21/2022	2	72.37
Bill	10/31/2022	2867	11/21/2022	2	106.33
Bill	10/31/2022	3656	11/21/2022	2	88.35
Total Plumas-Sierra REC					339.75
<b>Plumas-Sierra Telecommunications</b>					
Bill	10/31/2022	64988	11/21/2022	2	109.00
Bill	10/31/2022	65061	11/21/2022	2	109.00
Total Plumas-Sierra Telecommunications					218.00
<b>Rudy Hoyos (Volunteer)</b>					
Bill	11/07/2022	11.07.22	11/22/2022	1	92.00
Total Rudy Hoyos (Volunteer)					92.00
<b>Rudy Hoyos Repair</b>					
Bill	11/01/2022	11.01.22	11/15/2022	8	600.00
Total Rudy Hoyos Repair					600.00
<b>Sierraville Public Utilities District</b>					
Bill	10/31/2022	031	11/30/2022		57.83

Sierra County Fire Protection District #1

Unpaid Bills Detail

As of November 23, 2022

Type	Date	Num	Due Date	Aging	Open Balance
Total Sierraville Public Utilities District					57.83
<b>Sierraville Service &amp; County Store</b>					
Bill	10/19/2022	1493	11/30/2022		350.15
Bill	10/27/2022	1521	11/30/2022		15.00
Bill	10/27/2022	1522	11/30/2022		35.56
Bill	10/27/2022	1523	11/30/2022		124.56
Total Sierraville Service & County Store					525.27
<b>State Compensation Ins. Fund</b>					
Bill	11/15/2022	9013012-22	12/12/2022		1,566.25
Total State Compensation Ins. Fund					1,566.25
<b>US Bank</b>					
Bill	11/10/2022	4866914555526729	12/10/2022		396.58
Total US Bank					396.58
<b>TOTAL</b>					<del>24,804.46</del>

\$ 19,013.83



Kelly Champion &lt;kellychampionoffice@gmail.com&gt;

**11/01/2022 Insurance Quote - Sierra County Fire Protection District DNE**

1 message

NCFDA &lt;ncfda@atwoodins.com&gt;

Mon, Oct 10, 2022 at 4:25 PM

To: "kellychampionoffice@gmail.com" &lt;kellychampionoffice@gmail.com&gt;

NCFDA Member,

**NOTICE – This email is URGENT and contains a lot of important changes regarding your insurance renewal. Please read it thoroughly.**

Attached is your 11/1/2022 renewal quote. **The total annualized premium is \$31,900.** We wanted to get this quote out as soon as possible as we understand we are presenting a very tough option for renewal this year. After Allied World chose to non-renew our program, we had to find a new carrier to back our program and the appetite for fire districts risks in California is little to none. As part of our annual due diligence, we approached the two largest insurance providers for emergency services organizations in the United States. Both providers previously insured the NCFDA program, and they declined to quote our members this year. We are presenting the only option that we can guarantee for all of our districts. The quote is with a JPA called JPRIMA. This is a different solution than the NCFDA is used to, but JPAs are common solutions for many fire departments in California.

**Here are some important notes regarding JPRIMA:**

- **JPRIMA requires a three year commitment.** If the annual base rate increase exceeds 15% (not including increased exposure, more runs, more vehicles, etc), you will be allowed to exit the JPA early. After the three year commitment, members will be allowed to exit by providing six months advance notice.
- JPRIMA has a common effective date of 04/01/2022. We have presented annualized terms for comparison purposes; final premium will be prorated accordingly for the period of 11/1/2022 – 4/1/2023. **We expect the rates to stay flat from 4/1/2023 to 4/1/2024. The NCFDA effective date will change to 4/1 instead of 11/1.** This is good news for our group as it has been very difficult to negotiate renewal terms when there are active wildfires in our area.
- JPRIMA is 100% reinsured so there is **no joint/several liability, no assessments, and no future liability.** The P&C reinsurer is Midvale [AXV], and the NCFDA program administrators have direct access to claims, underwriting, and risk control.
- We wanted to note, in order to avoid confusion, we are entering an existing JPA that writes many water districts. We have amended the product to add the necessary coverages for fire districts. Many of the forms still refer to water districts so we just wanted to provide some clarification on that matter.

**There are coverage changes that need to be noted – please review your quote carefully:**

- Please review the deductibles offered, JPRIMA has minimum deductible requirements that are different than FirePlus so please review the deductibles so you are aware of any changes.
- JPRIMA does not offer Earthquake and Flood coverages – if you need or want these coverages, we will need to obtain a separate quote.
- Emergency Services Portable Equipment coverage was previously offered as a standard separate blanket limit of \$750,000. That coverage definition is now included in Business Personal Property and there is no separate sublimit so please review your Blanket Property coverage limit to make sure that limit it is adequate for your buildings, contents and all portable equipment.

**We will require the following documents/responses in order to bind coverage:**

1. Completed & Signed JPRIMA Member Application ('To Join Contract' attached along with the full Member Agreement)
2. Completed & Signed Cal Mutuals Member Application
  - Cal Mutuals provides support and resources to the JPA. As such, all JPRIMA members are required to join Cal Mutuals association. I have attached the dues schedule for reference. It is \$100 per year. Dues will not be billed until 2024 should you choose to bind coverage with JPRIMA.
3. Any board member or company officer, including the Chief can sign the contract documents.

If we do not have the signed forms required to enter JPRIMA on or before 10/31/22, your commercial package coverage will expire and you will not have any insurance coverage through our agency.

As always, we appreciate the ability to work with you and we are consistently staying on top of the marketplace to better serve our districts. Unfortunately, this year we are being forced to make some changes to the program that we have not had to do in the past. However, the marketplace trend seems to continually be changing. The best way we can serve you is change along with it. Please call us if you have any questions, we are here to help. Thank you.

Stephanie

NCFDA Department Services · ISU Insurance Services - Atwood Agency

800 Pacific Street · Placerville, CA 95667 · License #0452737

P. 530.626.2533 · F. 530.626.2539 · [NCFDA@atwoodins.com](mailto:NCFDA@atwoodins.com)








*We are a full-service "one-stop-shop" agency providing all lines of insurance coverage such as*

*Commercial, Personal, Life, Health, and Financial Planning.*

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**5 attachments**

-  **Sierra County Fire Protection District #1 - JPRIMA Proposal eff 11.1.2022.pdf**  
392K
-  **JPRIMA Member Agreement\_2016.pdf**  
873K
-  **CalMutuals JPRIMA Member Application Form NCFDA.pdf**  
2263K
-  **2022 DUES SCHEDULE.pdf**  
117K
-  **Member Agreement to Join JPRIMA\_2016.pdf**  
150K



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**COVERAGE PROPOSAL  
Sierra County Fire Protection District #1**

**COVERAGE PERIOD  
11/1/2022 – 4/1/2023**

**PRESENTED BY:  
ISU Insurance Services - Atwood Agency**



**Insurance Administrator  
[www.alliedpublicrisk.com](http://www.alliedpublicrisk.com)  
Allied Community Insurance Services, LLC  
CA License Number: 0L01269  
National Producer Number: 17536322**





**PREMIUM SUMMARY**

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	<b>SECTION 1. PROPERTY</b> (Property, Equipment Breakdown & Mobile Equipment, if offered in the section)	\$	<b>INCLUDED</b>
8	<b>SECTION 2. COMMERCIAL CRIME</b>	\$	<b>INCLUDED</b>
9-10	<b>SECTION 3. COMMERCIAL GENERAL LIABILITY</b>	\$	<b>INCLUDED</b>
11	<b>SECTION 4. PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk, if offered in the section)	\$	<b>INCLUDED</b>
12	<b>SECTION 5. BUSINESS AUTO</b>	\$	<b>INCLUDED</b>
13	<b>SECTION 6. COMMERCIAL EXCESS LIABILITY</b>	\$	<b>INCLUDED</b>
		<b>MEMBER CONTRIBUTION</b>	\$ <b>28,909.00</b>
		<b>JPRIMA ADMINISTRATION FEES</b>	\$ <b>2,991.00</b>
		<b>TOTAL AMOUNT DUE*</b>	\$ <b>31,900.00</b>

\*Payment is due within thirty (30) days of binding.

**NOTES:**

The JPRIMA MOC has a common anniversary date of April 1, 2022.

**NOTE ANNUALIZED PREMIUM IS PRESENTED ABOVE.**

**PREMIUM WILL BE PRORATED FOR THE TERM OF 11/1/2022 – 4/1/2023.**

**Terrorism coverage is automatically included for Property and General Liability.**

**Binding is subject to favorable responses to claim inquires.**

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 1. PROPERTY\***

**\*PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

**FORM:**

- Proprietary & Integrated

**LIMITS:**

<b>Blanket Property:</b> (Real Property & Business Personal Property)	<b>\$ 5,453,685</b>
<b>Blanket Coverage Extension:</b> A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	<b>\$ 2,000,000</b>
<b>Equipment Breakdown / Boiler &amp; Machinery:</b>	<b>Included</b>
<b>Mobile Equipment</b> (scheduled):	<b>\$ 30,000</b>
<b>Mobile Equipment</b> (unscheduled, maximum \$10,000 any one item):	<b>\$ 25,000</b>
<b>Mobile Equipment</b> (borrowed, rented & leased):	<b>\$ 50,000</b>
<b>Flood Zone X(unshaded)/C:</b>	<b>N/A</b>

**DEDUCTIBLES:**

<b>\$5,000</b>	Property
<b>\$5,000</b>	Mobile Equipment
<b>N/A</b>	Unmanned Aircraft (Drone)
<b>\$5,000</b>	Equipment Breakdown (aboveground & less than 50 feet belowground)
<b>\$5,000</b>	Equipment Breakdown (greater than 50 feet belowground)
<b>N/A</b>	Flood Zone X(unshaded)/C (per occurrence)

**COVERAGE HIGHLIGHTS:**

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance
- Equipment Breakdown
- Broad Definition of Covered Property
- Proprietary Coverage Extensions

**VALUATION:**

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

**KEY EXCLUSIONS:**

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X(Unshaded)/C only)

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.

**SPECIAL COVERAGES:**

- **New Locations or Newly Constructed Property:**  
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**  
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**  
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **SCADA Upgrades:**  
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- **Contract Penalties:**  
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**  
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or anychemical used in the water and / or wastewater treatment process.
- **Property In Transit:**  
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **Unintentional Errors:**  
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

## KEY DEFINITIONS

### ■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock; but only if such penstock is scheduled in the policy;
- (If not covered by other insurance): Additions under construction, alterations and repairs to the “real property” or structure, material, equipment supplies and temporary structures on or within 100 feet of the described premises, used for making additions, alterations or repairs to the “real property” or structure;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Glass which is part of a building or structure;
- Light standards;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

### ■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

### ■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**KEY DEFINITIONS** *(continued)***■ Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

**■ Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment or structures;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises; or
- Dumpsters, concrete trash containers, or permanent recycling bins;

**■ Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
  - a. Insulating or refractory material;
  - b. Buried vessel or piping;
  - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
    - (1) Feed water piping between any boiler and its feed pump or injector;
    - (2) Boiler condensate return piping; or
    - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
  - d. Structure, foundation, cabinet or compartment containing the object;
  - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
  - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
  - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



**PROPERTY SUBLIMITS:**

Coverage	Limit
Accounts Receivable	\$500,000
Valuable Papers and Records	\$500,000
Tools and Equipment Owned by Your Employees	\$5,000
Personal Effects and Property of Others	\$5,000
Fine Arts	\$25,000
Contamination	\$250,000
Indoor and Outdoor Signs (unscheduled)	\$50,000
Outdoor Property (unscheduled)	\$100,000
New Locations or Newly Constructed Property	\$1,000,000
Business Personal Property at New Locations	\$1,000,000
Backup/Overflow of Water from Sewer, Drain, Sump	\$250,000
Utility Services - Direct Damage	\$250,000
Utility Services – Business Income and Extra Expense	\$250,000
Dependent Business Premises	\$250,000
Property at Other Locations	\$250,000
Pollution Remediation Expense (specified cause of loss)	\$250,000
Pollution Remediation Expense (covered cause of loss)	\$100,000
Contract Penalties	\$100,000
SCADA Upgrades	\$100,000
Property in Transit	\$100,000
Limited Coverage for “Fungus”, Wet Rot or Dry Rot	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Devices	\$25,000
Key and Lock Replacement Expenses	\$25,000
Trees, Shrubs & Plants (maximum \$1,000 any one item)	\$25,000
Arson Reward	\$10,000
Rental Reimbursement – Mobile Equipment	\$10,000
Cost of Inventory or Adjustment	\$5,000
Non-Owned Detached Trailers	\$5,000
Water Contamination Notification Expense	\$5,000
Patterns, Dies, Molds, Forms	\$2,500
Debris Removal	25% of debris removal expense + \$250K
Ordinance or Law Provision	100% of scheduled limit plus 25%

**NOTES:**

**Flood and Earthquake coverages are excluded.**

**Endorsements to be included:**

- **Emergency Services Portable Equipment** included under definition of BPP

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 2. COMMERCIAL CRIME\***

**\*COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor’s Rating

**FORM:**

- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

**DEDUCTIBLE:**

\$1,000 each claim

**DESIGNATED EMPLOYEE BENEFIT PLAN(S):**

**COVERAGE HIGHLIGHTS:**

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

**NOTES:**

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 3. GENERAL LIABILITY\***

**\*GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

**FORM:**

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Per Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$10,000,000</b>
Products & Completed Operations Aggregate	<b>\$10,000,000</b>
Personal & Advertising Injury Limit	<b>\$1,000,000</b>
Damage to Premises Rented to You	<b>\$1,000,000</b>
Medical Payments	<b>\$10,000</b>

**DEDUCTIBLE:**

N/A

**COVERAGE HIGHLIGHTS:**

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

**OPTIONAL COVERAGE(S):**

Inverse Condemnation

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



## SPECIAL COVERAGES:

- **Water & Wastewater Testing Errors & Omissions:**  
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- **Failure To Supply:**  
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- **Waterborne Asbestos:**  
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- **Contractual Liability - Railroads:**  
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Available via endorsement only.
- **Pollution:**  
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
  - Potable water which you supply to others;
  - Chemicals you use in your water or wastewater treatment process;
  - Natural gas or propane gas you use in your water or wastewater treatment process;
  - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
  - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
  - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
  - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
  - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
  - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- **Damage to Impaired Property or Property Not Physically Injured**  
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
- **Fungi or Bacteria**  
Coverage is provided for bodily injury or property damage arising from any "fungi" or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- **Recall of Products, Work or Impaired Property**  
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: "Your product"; "Your work"; or "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## NOTES:

### Endorsements to be included:

- **Healthcare Professional Liability** added under Professional Activity.
- **Firefighting Pollution Liability** added under Pollution Exclusion Exceptions.
- **Class B Foam** exclusion will be attached

COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1

EFFECTIVE DATE: 11/1/2022 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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**SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY\***

**\*PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits of Liability

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Wrongful Acts	<b>\$1,000,000</b> per act
Employment Practices (including third party discrimination)	<b>\$1,000,000</b> per offense
Employee Benefit Plans	<b>\$1,000,000</b> per act
Injunctive Relief	<b>\$5,000</b> per act
	<b>\$10,000,000</b> aggregate limit

**PRIVACY LIABILITY AND NETWORK RISK<sup>1</sup>:**

Privacy & Network Security Wrongful Acts ( <b>Coverage A Only</b> )	<b>\$1,000,000</b> per act
<sup>1</sup> Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Coverage is limited only to the Primary policy. Privacy Retroactive Date: 11/01/2008. Privacy Deductible: \$1,000.	
*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.	

**OPTIONAL COVERAGE(S):**

Inverse Condemnation

**RETROACTIVE DATE:**

N/A

**DEDUCTIBLE:**

**\$10,000 Each Wrongful Act or Offense including expenses**

**EPL DEDUCTIBLE:**

**\$25,000 Each Offense including expenses**

**COVERAGE HIGHLIGHTS:**

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

**NOTES:**

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 5. BUSINESS AUTO\***

**\*BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor’s Rating

**FORM:**

- ISO Business Auto
- Proprietary Endorsements

**PORTFOLIO:**

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	1	\$1,000,000
Hired Auto Liability	8	\$1,000,000
Non-Owned Auto Liability	9	\$1,000,000
Medical Payments	2	\$5,000
Uninsured / Underinsured Motorists	2	\$1,000,000
Hired Physical Damage	8	\$100,000
Owned Physical Damage – Comprehensive	7	ACV
Owned Physical Damage – Collision	7	ACV
Fleet Automatic		Included

**DEDUCTIBLE:**

Liability: None  
 Comprehensive: \$2,000\*  
 Collision: \$2,000\*

**POLICY HIGHLIGHTS:**

- Fleet Automatic Coverage
- Commercial Auto 360 Endorsement
- Pollution Liability – Broadened Coverage for Coverage Autos

**NOTES:**

**See renewal submission for confirmation of covered autos.**  
**\* Auto deductible is \$5,000 for vehicles valued > \$100k**

**Endorsements to be included:**

- Agreed Value for Emergency Apparatus
- Physical Damage to Personal Auto Endorsement
- Auto, Symbol 10

**COVERAGE PROPOSAL FOR MEMBER: Sierra County Fire Protection District #1**

**EFFECTIVE DATE: 11/1/2022 - 4/1/2023**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 6. EXCESS LIABILITY\***

**\*EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

**FORM:**

- Following Form
- Proprietary

**LIMITS:**

**\$4,000,000/\$4,000,000**

**SCHEDULED UNDERLYING POLICIES:**

Commercial General Liability -Yes  
 Hired and Non-Owned Auto Liability - Yes  
 Owned Auto Liability - Yes  
 Public Officials & Management Liability - Yes  
 Wrongful Acts -Yes  
 Employment Practices - Yes  
 Employee Benefit Plans - Yes  
 Employers' Liability: *(minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000)* - Yes  
 Other:

**NOTABLE EXCLUSION:**

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employers' Liability

**NOTES:**

Employers' Liability subject to JPRIMA minimum security requirements.  
**Please provide current WC declaration page for EL consideration in Excess line.**

**Amended Joint Powers Agreement  
Creating the  
California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority**

THIS AGREEMENT is made and entered into in the County of Los Angeles, State of California, by and among the Companies and Districts, as defined herein, organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A," which is attached hereto and made a part hereof. Said Companies and Districts are sometimes referred to herein as "parties" or "Members."

**RECITALS**

WHEREAS, subdivision (a) of California Government Code Section 6525 authorizes a mutual water company and a public agency to enter into a joint powers agreement for the purpose of jointly exercising any power common to those contracting parties, and, effective January 1, 2016, subdivision (b)(1) of California Government Code Section 6525 provides that a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Government Code Section 990.8; and

WHEREAS, California Government Code Section 990 authorizes the self-insurance against tort liabilities and inverse condemnation by public entities and California Labor Code Section 3700 provides for self-insurance of liabilities imposed by Labor Code Section 3200, et seq.; and

WHEREAS, California Government Code Section 990.8 states that a mutual water company and a public agency may, by a joint powers agreement, provide coverage for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties desire to establish a structure to provide such coverage products at contributions competitive with the insurance market and in a manner that alleviates risk through coverage products that are reinsured; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of purchasing insurance or reinsurance at reduced rates and to provide technical support, continuing education, safety engineering, and operational and managerial advisory assistance to said parties in order to reduce risk liabilities and further the technical, managerial and financial capacity of those parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

### **Article 1 — Definitions**

The following definitions shall apply to the provisions of this Agreement:

- (a) **"Association"** shall mean the California Association of Mutual Water Companies.
- (b) **"Auditor/Controller"** shall mean that person, designated by the Board of Directors who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority.
- (c) **"Authority"** shall mean the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (CAMWC-JPRIMA) created by this Agreement.
- (d) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (e) **"Chief Executive Officer"** shall mean that employee or other agent of the Authority who is so appointed by the Board of Directors.
- (f) **"Company"** shall mean a mutual water company, as defined in California Corporations Code Section 14300, which is a "Regular Member" of the Association, as defined in Article III, Section 1(a) of the Association's Bylaws; or a ditch company that is formed and operates as a non-profit mutual benefit corporation under California law and is an "Affiliate Member" of the Association, as defined in Article III, Section 1(c) of the Association's Bylaws.
- (g) **"Director"** shall mean an individual elected by the Members to serve on the Authority's Board of Directors.
- (h) **"District"** shall mean any public agency that is an "Associate Member" or "Affiliate Member" of the Association, as defined in the Association's Bylaws.
- (i) **"Duly Constituted Board Meeting"** shall mean any Board of Directors meeting noticed and held in the required manner and at which a quorum was determined to be present at the beginning of the meeting.
- (j) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of Members appointed by the Board President and ratified by the Board of Directors.
- (k) **"Fiscal Year"** shall mean the calendar year.
- (l) **"Insurance"** shall mean any Program of the Authority providing

coverage against losses to Members who are participants in the Program, regardless of the exact nature of the coverage to be provided by or on behalf of the Authority.

(m) **"Insurance Program Administrator"** shall mean the individual or firm retained by the Board of Directors to administer the Authority's Programs.

(n) **"Member"** shall mean any **"Company"** or **"District"** which is a signatory to this Agreement.

(o) **"Program"** or **"Programs"** means the specific type of Insurance as set forth in the terms, conditions and exclusions of any coverage documents for Insurance provided to a Member.

(p) **"Re-Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members against catastrophic losses.

(q) **"Secretary"** shall mean the person appointed by the Board of Directors to record or cause to be recorded, and keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may order, a book of minutes of actions taken at all meetings of the Board of Directors.

(r) **"Services"** shall mean various services and programs offered from time to time or on an ongoing basis by or on behalf of the Authority to increase Members' technical, managerial and financial capacity, and to reduce risks of losses.

(s) **"Treasurer"** shall mean the person appointed by the Board of Directors to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority and who will act as a liaison with the Authority's outside auditor in preparing the Authority's annual audit.

## **Article 2 — Purposes**

This Agreement is entered into by the Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical general liability, public liability, property damage, auto liability, boiler and machinery, directors' and officers' errors and omissions, employment practices, employee dishonesty, employee benefits liability coverage, workers' compensation coverage, and coverage for such other risks as the Board of Directors may determine from time to time; and to allow the Authority to undertake necessary administrative actions pursuant to Government Code Section 6525(a) in advance of the effective date of AB 656 on January 1, 2016.

Additional purposes are to reduce the amount and frequency of losses, to decrease the cost incurred by Members in the handling and litigation of claims and to assist the Members through the Services in building their technical, managerial and financial capacity. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of the Authority as a separate entity in accordance with applicable law.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and members of the Authority, subject to approval by the Board of Directors as set forth herein.

### **Article 3 — Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories to this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 19 or Article 20, shall not be considered the completion of the purpose of this Agreement or affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining. All parties to this Agreement must be either a Company or a District.

### **Article 4 — Term of Agreement**

This Agreement became effective January 1, 2016, and it shall continue until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of any initial contribution as the Board of Directors may determine. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

### **Article 5 — Creation of Authority**

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall be solely its own, no District member shall be responsible for the underlying debts or liabilities of the Authority, and such debts, liabilities or obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any Company or District. Such Company and District Members shall be fully indemnified by the Authority against such debts, liabilities or obligations, to the extent permitted by law, specifically including Government Code Section 6525(b)(1). The Authority exists separately and apart from the Member Agencies.

The Authority is not an insurer, and the Programs offered by or on behalf of the Authority are to be interpreted in conformance with Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* and contract law. The laws of insurance shall not apply.



## **Article 6 — Powers of Authority**

(a) The Authority shall have the powers common to Members and the powers set forth in Government Code Section 6525(b), and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations as necessary, including to finance any Programs and Services offered to Members;
- (3) To receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To acquire, hold, lease or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (5) To employ agents and employees, and/or to contract for services rendered by such agents and employees;
- (6) To sue and be sued in its own name;
- (7) To exercise all powers and perform all acts as otherwise provided for in the Bylaws; and
- (8) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law. In accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers applicable to North of the River Municipal Water District.

## **Article 7 — Board of Directors**

(a) Subject to the limitations of this Agreement and the laws of the State of California, the Authority shall be governed by a Board of Directors which is hereby established and designated to administer this Agreement pursuant to Government Code Section 6506. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify bylaws and other policies and procedures for that purpose and for the conduct of its meetings as it may deem proper.

(b) The Board of Directors shall be composed of between five (5) and nine (9) directors, as determined upon the formation of the Authority by the initial Members and thereafter determined by the Board of Directors from time to time. The initial Board of Directors shall be appointed by the original Members and upon expiration of that initial term, the directors shall be elected by the Members who have executed this Agreement, as it

may be amended. The terms of directors, procedures for election of directors and procedures for meetings shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

(c) The Board of Directors shall meet as specified in the Bylaws. All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 *et seq.*

#### **Article 8 — Powers of the Board of Directors**

The Board of Directors of the Authority shall have the powers and functions as set forth in the Bylaws.

#### **Article 9 — Officers of the Authority**

The officers of the Authority shall be a President, Vice President, Chief Executive Officer, Secretary, Treasurer and Auditor/Controller, whose duties shall be as set forth in the Bylaws or as prescribed by applicable provisions of law. The position of Treasurer and Auditor/Controller may be held by the same person concurrently.

#### **Article 10 — Standing Committees**

The Bylaws shall establish standing committees deemed necessary for the management of the Authority. In addition to those standing committees established in the Bylaws, the Board of Directors may establish other standing or temporary committees from time to time, as provided in the Bylaws.

#### **Article 11 — Insurance Program Administrator and Other Staff**

(a) **Insurance Program Administrator.** The Board of Directors shall appoint an Insurance Program Administrator who shall be responsible for the general administration of the Authority's Programs and related activities as directed by the Board of Directors.

(b) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.

(c) **Other Staff.** The Board of Directors shall provide for such other staff of the Authority, to be hired by the Chief Executive Officer, as may be necessary for the efficient and productive administration and operation of the Authority.

#### **Article 12 — Insurance Coverage**

(a) The Authority shall provide for such types and levels of coverage for Programs as the Board of Directors, with the advice of the Authority's Advisory Committee, shall determine.

(b) The Programs provided for Members by or on behalf of the Authority may include protection for comprehensive and economical general liability, public liability, property damage, directors' and officers' errors and omissions, auto liability, boiler and machinery, employment practices, employee benefits liability coverage, workers' compensation, and/or coverage for other risks which the Board of Directors may determine to be advisable. The Board of Directors may arrange for the purchase of insurance or Reinsurance.

### **Article 13 — Accounts and Records**

(a) **Annual Budget.** The Board shall annually adopt an operating budget. As deemed appropriate by the Board of Directors, that budget may include separate budgets for individual Programs and individual types of Services to be provided to the Members.

(b) **Funds and Accounts.** The Treasurer shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law. Quarterly unaudited financial statements shall be produced and distributed to all Members. The Authority shall adhere to the standard of strict accountability set forth in Government Code Section 6505.

(c) **Financial Reports.** The Auditor-Controller shall present a complete written report of all financial and investment activities of the Authority for the most recently completed fiscal year to the Board of Directors and to all Members no later than ninety (90) days after completion of the Authority's fiscal year, and shall prepare quarterly reports as required under Government Code Section 53646, and such reports as are required by law.

(d) **Annual Audit.** The Auditor/Controller shall cause to be made by an outside certified public accountant experienced in local governmental agency auditing an annual audit of the accounts and records of the Authority, which audit shall conform to generally accepted auditing standards. Such report shall be presented to the Board of Directors for approval and concurrence. Costs of the audit shall be considered a general expense of the Authority.

### **Article 14 — Responsibility for Monies**

(a) The Auditor-Controller shall have the authority to delegate the signatory function of the Auditor-Controller to such persons as are authorized by resolution of the Board of Directors.

(b) The Auditor-Controller shall perform, and to the extent allowed by law, may cause to be performed, all duties set forth in Government Code Section 6505.5.

(c) A bond in an amount determined adequate by the Board of Directors shall be required of all officers and personnel authorized to disburse funds of the Authority. The premium for such bond shall be paid for by the Authority.

(d) The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:

- (1) Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;
- (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;
- (3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on any outstanding bonds or other liabilities of the Authority;
- (4) Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and either the Treasurer or the Chair of the Finance and Audit Committee.

#### **Article 15 — Services Provided by the Authority**

The Authority may provide, at the sole discretion of the Board of Directors, the following services to the Members:

- (a) Establish Programs through which Members shall procure coverage as necessary.
- (b) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks faced by Members in their ordinary course of business.
- (c) Provide, or cause to be provided, the Services to Members, as well as loss prevention and safety consulting services, as required.
- (d) Review Member contracts to determine sufficiency of indemnity and Insurance provisions when requested.
- (h) Conduct risk assessments for each Member.
- (i) The Authority shall provide such other services and have such other responsibilities as deemed necessary by the Board of Directors.

## **Article 16 — Responsibilities of Members**

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee or other representative of the Member to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.
- (b) Each Member shall maintain an active safety program through a designated safety officer.
- (c) Each Member shall timely pay its contributions for any Programs.
- (e) Each Member shall cooperate fully with the Authority and any insurer or reinsurer under any Program in determining the causes of losses, in the settlement of losses and in any other matters relating to this Agreement.
- (f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement.
- (g) Each Member shall comply with all Bylaws and policies and procedures adopted by the Board of Directors.
- (h) Each Member shall remain a “Regular Member,” “Affiliate Member” or “Associate Member,” as defined in the Association’s Bylaws and as applicable in relation to that Member’s entity status, in good standing of the Association.

## **Article 17 - Programs and Services**

The Authority may develop and implement Programs and provide Services the Authority deems necessary, advisable and beneficial to Members. The Authority, through the Board of Directors, shall use its best efforts to develop outside funding sources to avoid imposing on the Members any monetary obligations other than contributions to be paid as consideration for participation in the Programs. Each Member may apply for membership and participation in any Program conducted by the Authority and to receive any Service provided by the Authority, but acceptance in any Program shall be subject to the approval of the Insurance Program Administrator or the Board of Directors.

## **Article 18 — New Members**

The Authority shall allow new Members to join the Authority and participate in the Programs and receive the Services upon approval by the Board of Directors, and upon any conditions or limitations that the Board deems appropriate. Members entering under this Article may be required to pay their share of the Authority’s organizational expenses as determined by the Board of Directors. Any such new Member must be a “Regular

Member,” “Associate Member” or “Affiliate Member” of the Association, as may be applicable. Any new Member of the Authority must commit to membership for an initial term of three (3) years, subject to earlier withdrawal only in accordance with the provisions of Article 19, below.

#### **Article 19 — Withdrawal**

(a) A Member may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never been a participant in any Program, or if it has withdrawn from all Programs in which it was a participant in accordance with subdivision (b), below; provided, however, that no Member may withdraw before the expiration of its initial three (3) year membership term unless: (i) there is an increase of fifteen percent (15%) or more in any single year in that Member's contribution(s) for any particular Program(s) that does not result from the Member's actions or misconduct; or (ii) the Insurance Program Administrator in place at the time the Member joined the Authority separates from the Authority for any reason, including, but not limited to, the Authority's termination of the Insurance Program Administrator's engagement with the Authority or the Insurance Program Administrator's resignation from the Authority.

(b) Subject to the provisions of subdivision (a), above, after becoming a participant in a Program, a Member may withdraw from that Program only at the end of a coverage year, or as may otherwise be allowed by the Board of Directors; and only if the Member has given the Authority at least six (6) months' advance written notice of that proposed withdrawal.

(c) A former Member who again desires to participate in an Authority Program after having withdrawn from that Program must again join the Authority as a new Member before it may participate in that Program. The terms of each Program shall determine whether any benefits will be held over from that Member's former status as a previous Program participant.

(d) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the Programs of the Authority.

(e) Notwithstanding any other provision of this Article 19, a District that is the only District that is a Member of the Authority at a particular time may not withdraw from the Authority until the first of the following occurs: (i) six (6) months have elapsed since that District has given the Authority written notice of its desire to withdraw; or (ii) the Authority has secured a written commitment from another District to join the Authority.

#### **Article 20 — Cancellation by Authority of Membership or Participation**

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to cancel any Member's participation in any Program upon a two-thirds vote of the Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage

elsewhere before that cancellation shall be effective. For purposes of this subdivision, a reasonable time shall consist of at least ninety (90) days' prior written notice, unless the cancellation results from a material increase in hazard as a result of the Member's operations, in which case at least ten (10) days' written notice shall be provided. Such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs and receiving any of the Services, shall cease and be canceled automatically at the end of the next complete coverage year for each Program and Service whenever such Member's membership in the Association ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member, including participation in any of the Authority's Programs and Services, may be canceled at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

#### **Article 21 — Effect of Withdrawal or Cancellation**

(a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the Agreement and a Member by withdrawing or being canceled shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 22(c).

(b) The withdrawal or cancellation of any Member after the effective date of any Program shall not terminate its responsibility to pay its share of the costs of that Program until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved

#### **Article 22 — Termination and Distribution**

(a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distributing assets and all other functions necessary to wind up the affairs of the Authority. This Agreement shall also terminate if a District that is the only District then a Member of the Authority withdraws in accordance with Section 19(e), above, and no other District becomes a Member of the Authority before that withdrawal becomes effective.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

(c) Upon termination of this Agreement, all properties and cash of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 19(d) or were canceled pursuant to Article 20 of this Agreement, in accordance with and proportionate to their cash contributions (including payments and property contributions at market value when received) made during the term of this Agreement. The Board of Directors shall determine such distribution within six (6) months after satisfaction of the last remaining liability of the Authority.

(d) In the absence of a Board of Directors, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or, in the absence of a Board of Directors, the Chief Executive Officer under this Article shall be final.

### **Article 23 -- Enforcement**

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

### **Article 24 – Non-liability of Directors, Officers and Employees**

In accordance with Government Code Sections 825 et seq., the Board of Directors, and the officers and employees of the Authority, including former Directors, officers and employees, shall not be liable to the Authority, to any Member or former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such Director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its Directors, officers and employees, including former Directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such Directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or former Members, against any such acts or omissions by its Directors, officers and employees, including former Directors, officers and employees.



**Article 25 — Provision for Bylaws and Mission Statement**

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

**Article 26 — Notices**

Notices to Members hereunder shall be sufficient if delivered to the principal office of the respective Member.

**Article 27 — Amendment**

This Agreement may be amended at any time by a majority vote of the Members, and any such amendment shall be binding on the Members to the extent allowed by law.

**Article 28 — Prohibition against Assignment**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

**Article 29 -- Counterparts**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

**Article 30 -- California Law**

This Agreement shall be governed by and construed under the laws of the State of California.

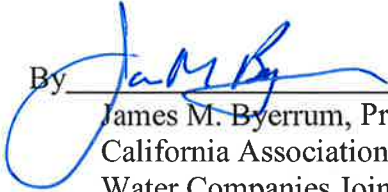
**Article 31 -- Severability**

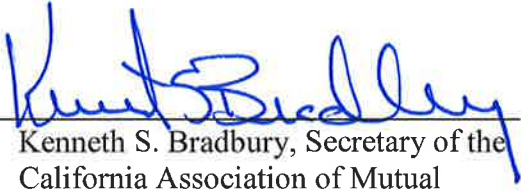
Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Article 32 — Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, this Amended Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Risk and Insurance Management Authority was unanimously approved pursuant to Article 27 of the original Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Insurance Authority (the "Authority") by the Authority's Board of Directors, by action taken at a duly noticed and held public meeting on January 28, 2016.

By  \_\_\_\_\_  
James M. Byerrum, President of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

By  \_\_\_\_\_  
Kenneth S. Bradbury, Secretary of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

**APPENDIX A**

**INITIAL MEMBERS OF THE  
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

North of the River Municipal Water District (public agency member)

Bellflower-Somerset Mutual Water Company (mutual water company member)

California Domestic Water Company (mutual water company member)

Covina Irrigating Company (mutual water company member)

Montebello Land & Water Company (mutual water company member)

Oildale Mutual Water Company (mutual water company member)

Rubio Cañon Land and Water Association (mutual water company member)

South Mesa Water Company (mutual water company member)

Sunny Slope Water Company (mutual water company member)

Valencia Heights Water Company (mutual water company member)



A LAW FIRM FOUNDED ON THE  
PRINCIPLE OF SERVICE

David A. Prentice  
[david@prenticelongpc.com](mailto:david@prenticelongpc.com)

October 25, 2022

Heather Foster  
Clerk to the Board of Supervisors

## MEMORANDUM OF OPINION

### I. INTRODUCTION.

A question regarding the length of appointment of a director of the Sierra County Fire Protection District (District) has been proffered by a county citizen. To answer the issue, we must review the history of the District. The District was formed on July 30, 1930 by action of the Sierra County Board of Supervisors. (Resolution dated July 30, 1930.) At the initial formation the Board of Supervisors appointed five (5) Commissioners to manage the District as agents of the Board. By 1964 the District was governed by a Board of Directors (Directors). It is not known when and how the organization changed from five Commissioners acting as agents of the Board of Supervisors to an independent governing body of Directors. But it is clear that as of April 6, 1964, the District was separately governed by Directors who petitioned for a reorganization of the District, which was granted. (Pet. Reorganization April 9, 1964.) On August 17, 1964, the Board of Supervisors certified that the District was operating with appointed Directors and in accordance with the Fire Protection District Law of 1961. (Reso. 64-21.)

On February 14, 1986, Balfrey & Abbot issued a legal opinion that the District could annex properties subject to LAFCO approval. In March 1986, the County Counsel opined that the Directors of the District are not subject to election but appointed pursuant to terms of office fixed in 1981. The documents supporting the 1981 terms are not available to confirm this assertion. However, it is revealed in the opinion that the Sierra County Fire Protection District, Directors are appointed to serve at the pleasure of the Board and therefore have no term of office. (Letter dated July 31, 1985, Daniel Gallery.) Subsequently, William W. Pangman, County Counsel, referred to the appointees to the District as Commissioners and opined that they could be appointed by the Board of Supervisors. (Pangman Opinion 92-01.)

## II. QUESTIONS PRESENTED.

1. Is the governing body of the Sierra County Fire Protection District Commissioners appointed to serve at the pleasure of the Board of Supervisors or are they Directors independent of the Board?
2. Is the current governing body of the District subject to terms of office or may they serve at the pleasure of the Board of Supervisors?

## III. SHORT ANSWERS.

1. The governing body of the District is a Board of Directors independent of the Board of Supervisors.
2. The Directors must be appointed for staggered four (4) year term of office.

## IV. DISCUSSION.

The history of the subject district is complicated in that it was originally formed with management performed by *Commissioners* who were, at least initially, “agents of the Board of Supervisors.” An agent as used in this context is “one who represents and acts for another.” (Black’s Law Dictionary, 2<sup>nd</sup> Ed.) So, it is clear that the District as operated in 1930 at formation, was managed on behalf of the Board of Supervisors and not by an independent governing Board. However, as of 1964 and under the Fire Protection District Law of 1961, the District had a governing board independent of the Board of Supervisors. This is shown by the actions of the District Board of Directors filing a petition with the Board of Supervisors to reorganize. This is the act of an independent board requesting action by the superior board. Regardless of any historical designation of Commissioners or Directors, Health & Safety code section 13840 states that every district is to be governed by a “board of directors”. This is different from a commissioner which is referenced in section 13844 which establishes that if the Board of Supervisors appoints itself as directors of the District, they may appoint Commissioners to act by delegation of authority.<sup>1</sup>

Health & Safety Code section 13843 (a) establishes that the term of office of each member of the district board is to serve a term of four (4) years. Commissioners, on the other hand, may be appointed at the pleasure of the Board of Supervisors pursuant to section 13844.

## V. CONCLUSION.

The law and history of the Sierra County Fire Protection District is difficult to track. However, it is clear that at some point prior to 1964 the District was governed by a Board of Directors. This Board operates independently from the Board of Supervisors and is distinct and different than a

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<sup>1</sup> While the District was reformed under the 1961 Act, Directors are appointed pursuant to latter code unless the Board of Supervisors act as directors. (H&S Code section 13844)

commissioner to a fire commission. Commissioners may be appointed at the pleasure of the Board of Supervisors while Directors are appointed to four (4) year terms.

Yours very truly,  
PRENTICE LONG, PC

David A. Prentice



**Sierra County Fire Protection District # 1**  
**PO Box 255**  
**Sierraville, CA 96126**  
[www.sierracountyfireprotectiondistrict1.com](http://www.sierracountyfireprotectiondistrict1.com)

**Commissioners**  
*Shawn Burt– Chairman*  
*Rick Maddalena*  
*Thomas Archer*  
*Tom Rowson*  
*Jeff McCollum*  
*Candy Hunter*  
*Victoria Fisher*

November 2, 2022

Office of State Controller Betty T. Yee  
Aya Abe- Analyst, Special Districts Reporting Unit  
3301 C Street, Suite 740  
Sacramento, CA 95816

**RE: Governing Board Info, Additional Response- Sierra County Fire Protection District No. 1**

Dear Aya Abe:

Following a Petition for Re-organization, on August 17, 1964 the Sierra County Board of Supervisors certified that the Sierra County Fire Protection District #1 (District) was operating with appointed Directors in accordance with the *Fire Protection District Law of 1961 per Resolution 64-21*. Prior to this the Board conducted business independent of the Board of Supervisors.

In 1981, County Counsel provided an opinion that the Directors of the District are not subject to election but appointed by the Board of Supervisors. Thus, the appointee Directors serve at the pleasure of the Board of Supervisors of Sierra County.

Pursuant to the provisions of *Health & Safety Code section 13844*, the Board of Supervisors has appointed Commissioners to act by delegation of authority. The Commissioners have been appointed to serve at the pleasure of the Board of Supervisors.

While the District may have been guided by an independent Board of Directors in the past, since 1981 the business and affairs of the District have been conducted by the Commissioners appointed by the Board of Supervisors. We are informed that the County is currently reviewing the need to re-establish terms of appointment for four (4) year terms.

We trust this satisfies your inquiry.

Respectfully,

A handwritten signature in black ink, appearing to read 'Shawn Burt', written over a white background.

Shawn Burt  
Chair of the Commission

cc Paul Roen, Supervisor

**For discussion regarding Commissioner terms**

There are a few **factors** to consider as we design the mix of terms for SCFPD#1 Commissioners:

1. Existing tenure- listed in descending order of tenure below)
2. Geography- direction that originated with LAFCO during our Annexation states that we are to have 7 Commissioners, 3 of which are to be from the newly annexed area.
3. Transition terms to get to a standard 4 year (I.E., considering the above to eventually get to a flat 4-year term)
4. Attrition

**ALTERNATIVE ONE**

The table below list one mix that weighs the first 3 factors.

<b>Former District</b>	<b>Annexed Area</b>	<b>Suggested Initial Term</b>
Tom Archer		2
Rick Maddalena		3
Shawn Burt		3
	Tom Rowson	2
	Candy Hunter	3
Jeff McCollum		4
	Victoria Fisher	4

**ALTERNATIVE TWO**

Recognizing that Attrition is inevitable, it might be logical to appoint all 7 to a 4-year terms and let attrition runs its course.



## SIERRA COUNTY FIRE PROTECTION DISTRICT #1

### CY 2022 ANNUAL ACCOMPLISHMENT REPORT

#### RESPONSE, SUPPORT AND TRAINING:

1. \_\_\_ responses to in District incidents including two structure fires in Sierraville
2. 48+ training events
3. 20 + staff trained at the Regional Public Safety Training Center, 3rd annual regional (Plumas/Sierra) live fire training exercise. By Chief Connolly and Chief Russell of Beckworth FPD.
4. Promoted Ben Hitchcock to Deputy Chief
5. Support and participation in regional Basic 32 wildland firefighting training
6. Mutual Aid Response to Loyalton Mill Incident
7. Continued collaborative training with USFS (Tahoe) Engine Companies
8. Hydrant flushing/ annual exercising and inspection in Sierraville and Calpine
9. Mutual Aid to Loyalton Fire
10. 11 days of pre-positioned resources (Engine, Dozers, Water Tender and Chief Officer)
11. Provided Operational Area Coordinator (Chief Connolly) for County wide pre-positioning of resources, and fielding Mutual Aid requests to State Mutual Aid System
12. 43 days of supporting Tahoe National Forest supplemental resources (2 dozers)
13. Developed Recruitment Poster
14. Provide support to USFS and Loyalton Fire for Smokey The Bear Program at Elementary School

#### ADMINISTRATIVE:

1. Revised Volunteer Reimbursement Policy, Resolution 2022-01
2. Replaced Bylaws with District Policies and Procedures, Resolution 2022-xx
3. Adopt Conflict of Interest Policy, Resolution 2022-05
4. Adopted Code of Ethics and Values, Resolution 2022-08
5. Adopted Financial Reserve Policy, Resolution 2022-06
6. Adopted Brown Act and Public Records Act Compliance Review, Resolution 2022-2
7. Adopted Revised Capital Improvement Plan, Resolution 2022-07
8. Redesigned Website (complete overhaul)
9. Executed new Coop Agreement with Tahoe National Forest
10. Updated Fleet Replacement Priority List
11. Assist Calpine Water District #1 with Fish and Game issue for pond dredging
12. Provided access to Title 3 funds for Sierraville and Sierra Brooks Fire Wise efforts
13. Executed new professional service agreement with auditor Zack Pehling
14. Initiated process to move banking to Plumas Band
15. Provided a representative (Tom Rowson) to Smithneck Fire Resiliency Advisory Group
16. Responded to Digital Path request for power service at 100 E. Main (request denied)
17. Participated in Quentin Youngblood's retirement celebration.
18. Established new agreement with EIP Holdings for Beckwourth Peak Repeater Site
19. Entered into an agreement with Sierraville Rec. Assoc for management of the Tour de Manure

20. Facilitated County BOS approval of Mitigation Fee Inflation Adjustment
21. Submitted AFG for (Structure PPE) grant and SAFER grant for Staffing
22. Recruit Commissioners Jeff McCollum and Victoria Fisher
23. Paid off USDA loan for Rescue 82
24. Updated signers and key Executive Officers at banking institution
25. Executed a new agreement with NorCal EMS
26. Participated in County Review of Glen Terra Subdivision evaluation
27. Established Finance Committee
28. Established Fleet Committee
29. Obtained a "Clean Audit"
30. Executed agreement for new insurance provider
31. Clarified with Sierra County the geographic requirements for commissioner residency
32. Reviewed contract with Truckee Meadows Fire
33. Initiated Video Conferencing for all Commission meetings.
34. Responded to Sierra County RE Terms of Office for Commissioners
35. Initiated revised agreement with Calpine Water District#1
- 36.

#### FACILITIES AND FLEET:

1. Replaced overhead lights in main building in Station 82 with LED fixtures
2. Completed install of PSPS Generators and closed grant
3. Executed new professional service agreement with Rudy Hoyos
4. Accomplished major pump repairs on WT 82
5. Installed new power source for Sattley well
6. Sold Service Truck and hose washer/dryer
7. Initiated major site cleanup and tree pruning at Sattley property
8. Initiated move for Calpine Siren to Station 84

**Memorandum of Understanding (MOU)  
Regarding Water Supply, Fire Hydrants Use, and Maintenance Sierraville,  
California**

This Memorandum of Understanding is made and entered into as of this, \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Sierra County Fire Protection District #1 (“SCFPD #1”) and the Sierra County Water District #1 (“the Water District”) for the express purpose of establishing the terms and conditions under which the two agencies will collaborate in the use and maintenance of the water system (including the fire hydrants) serving the community of Capline, CA.

**RECITALS:**

WHEREAS, the Water District owns, manages and operates the water supply, storage and distribution system, including fire hydrants, providing water for domestic and fire suppression for the community of Sierraville;

WHEREAS, SCFPD #1 has responsibility for fire protection within its District, which includes the area served by the Water District;

WHEREAS, SCFPD #1 requires access to the hydrants and water provided by the Water District to accomplish its fire suppression mission;

WHEREAS, SCFPD #1 intends, without obligation to do so, to train use of the hydrants by its Volunteers from time to time, and

WHEREAS, it is understood between the Parties to this Agreement that the skills for flushing and training on the use of hydrants are within the capabilities of the SCFPD #1.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**A. Obligations of Parties:**

**The WATER DISTRICT WILL:**

1. Supply water for fire protection and fire fighter training at no charge to the SCFPD #1.
2. Alert the Fire Chief on any planned maintenance, disruption, or breakdown of the Water System, available and maintained for fire pressure and system delivery, that may affect, impede or limit fire flow and fire suppression capabilities.

## MOU between SCFPD #1 and SCWD#1

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3. Provide snow removal, as reasonably capable, to assure access to the hydrants for fire suppression efforts and to promote an Adopt a Hydrant program amongst its customers.
4. Clear grass or other vegetation, as reasonably capable, from around the hydrants where such vegetation restricts access to the hydrants and/or encourage members of the community to provide such assistance through its Adopt a Hydrant program.
5. Perform pressure and flow tests of each hydrant in the system every fifth year to assure the hydrant is properly functioning and to help retain existing ISO rating.
6. Flush and test hydrants as required or deemed appropriate.
7. Assure access to the Reservoir Hydrant as an agent of the Water District.

### **SCFPD #1 WILL:**

1. Assume the responsibility for training SCFPD #1 Volunteer firefighters in the use and flushing of hydrants located on the end the Water District's water distribution lines (listed below), subject to advance reasonable notice given to and coordination with the Water District or its consultant The Water District's End of Line Hydrants are listed below:

Hydrant Number	Location

1. Visually check the hydrants from time to time, and communicate promptly with the Water District, or its representative, any observations affecting function of or access to the hydrants.
2. Encourage “adoption” of individual hydrants by members of the community to provide snow clearing and grass/vegetation clearing. If necessary and resources are available, support hydrant clearing being done by members of the community

## MOU between SCFPD #1 and SCWD#1

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3. Provide the Water District with timely notice of planned flushing or training that may involve water consumption. The flushing tasks should be conducted by SCFPD #1 personnel by the Water District representative, as may be required, or requested by the Water District.
4. Provide the Water District with any flushing results by recording collected data on the Calpine Public Utility District Hydrant Inventory and Record Keeping Worksheets (NEED DOCUMENT NAME)
5. Schedule flushing in the spring and early summer when the water system has the best recharge capability.
6. Notify the Water District in the event of a structure fire or if the SCFPD #1 becomes aware of hydrant use by other agencies for wildland fire suppression.
7. Alert the Water District of any abnormal condition that will require maintenance attention.
8. Use the Reservoir Hydrant for training when practical to do so.

### B. Indemnification:

With exception of any willful act or neglect of either Party, each Party to this MOU shall indemnify, defend and hold the other Party, its officers, commissioners, directors, volunteers, employees and agents harmless from or on account of any claims, damages, causes of action, judgements, including attorney fees and costs, arising from or related to damage or injury to any person or property, including death, arising from, contributed to or resulting from the performance of the terms and conditions of this Agreement.

### C. Effective Date:

The MOU shall be effective on the date shown above and shall remain in effect until amended by either of the Parties, providing 90 days written notice.

### D. Supersedes Prior Agreements:

It is the intention of the parties hereto that this MOU shall supersede any prior verbal agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

### E. Controlling Law:

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

F. Notices: Any legal notice or demand, required to be made or intended to be given in connection with this MOU must be served in writing by Registered or Certified mail,

**MOU between SCFPD #1 and SCWD#1**

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return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to the Water District  
Sierra County Water District #1  
P.O. Box 25  
Calpine, CA 96124  
Attention: James Murphy, Chairman

If to SCFPD #1  
Sierra County Fire Protection District #1  
P.O. Box 255  
Sierraville, CA 96126  
Attention: Mick Connolly

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the day here first written above.

**Sierra County Water District 31**

By: \_\_\_\_\_  
James Murphy, Board Chair

**Sierra County Fire Protection District #1**

By: \_\_\_\_\_  
Jeff McCollum, Commission Chair