



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-5
15 Pages

FIRE PREVENTION OFFICER COST-SHARE PROPOSAL

DATE: June 25, 2024

TO: District Board Members

FROM: Brad Chisholm, Fire Chief

SUBJECT: Fire Prevention Officer Cost-Share

BACKGROUND: Olympic Valley Public Service District (OVPSD) and Northstar Community Services District (NCSD) believe it would be beneficial for both districts to enter into a cost-share contract for a Fire Prevention Officer to perform certain, defined roles and responsibilities.

DISCUSSION: The Northstar Community Service District (NCSD) has employed their Fire Prevention Officer (FPO), Brandon Olk, fulltime, for two years, pursuant to the position's NCSD FPO job description and terms of employment. Olympic Valley Public Service District (OVPSD) and NCSD wish to share the services of a Fire Prevention Officer in exchange for payment by OVPSD to NCSD of a pro rata portion of his salary, benefits and NCSD vehicle usage. Both districts intend for the Fire Prevention Officer to remain an employee of NCSD and to be bound, during the term shared services are being provided, by personnel policies and procedures of the NCSD. This Agreement would result in OVPSD incurring an annual expense for FY 2025 of \$53,876 for a 50% share of employing their FPO. In consideration of the services provided by the FPO to OVPSD, OVPSD agrees to reimburse NCSD on a quarterly basis for these FPO services.

ALTERNATIVES:

1. Approve contract for shared expense for FPO services between OVPSD and NCSD.
2. Do not approve contract for shared expense for FPO services between OVPSD and NCSD.

FISCAL/RESOURCE IMPACTS: The fiscal impacts of this Agreement for OVPSD would result in a FY 24/25 expense of \$53,876, which is included in budget.

RECOMMENDATION: Staff recommends approval of the proposed contract for 50/50 cost-share expense for Fire Prevention Officer services between OVPSD and NCSD

for \$53,876.00 for a term of fiscal year 24/25, with option to extend two additional terms of one year each.

ATTACHMENTS: NCSD/OVPSD FPO Contract.

DATE PREPARED: June 20, 2024

EMPLOYEE SERVICES SHARING AGREEMENT BETWEEN
NORTHSTAR COMMUNITY SERVICES DISTRICT AND
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

This Employee Services Sharing Agreement (“Agreement”) is entered into effective as of this ____ day of ____ 2024 (“Effective Date”), by and between the Northstar Community Services District (“NCSD”), a California special district formed, operating, and existing pursuant to the provisions of the Community Services District Law (California Government Code Section 61000 et seq.) and the Olympic Valley Public Service District (“OVPSD”), a California special district formed, operating, and existing under California Water Code section 30000 et seq.(individually, “Party” and collectively, the “Parties”).

WHEREAS, NCSD employs a Fire Prevention Officer pursuant to the position’s job description and terms of employment (“Fire Prevention Officer”);

WHEREAS, NCSD and OVPSD wish to share the services of the Fire Prevention Officer in exchange for payment by OVPSD to NCSD of a pro rata portion of the Fire Prevention Officer’s salary and benefits;

WHEREAS, the Parties intend for the Fire Prevention Officer to remain an employee of NCSD and to be bound, during the term shared services are being provided and thereafter during employment, by personnel policies and terms of employment of the NCSD;

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500) authorizes NCSD and OVPSD by agreement to jointly exercise any power common to them, including the services defined herein (the "Joint Exercise of Powers Act"); and

WHEREAS, Chapter 21 of Part 2 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 895) authorizes NCSD and OVPSD by agreement to provide for contribution or indemnification of any liability arising out of the performance of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, the Parties agree as follows:

1. Agreement Term.

- a. The term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless terminated earlier pursuant to the terms of this Agreement.
- b. Upon mutual written agreement of the Parties, this Agreement may be extended for up to two additional terms of one year each. OVPSD shall provide written notice to NCSD of its desire to extend the Agreement by March 1st of each year.

2. Shared Services. OVPSD and NCSD agree to share the services of the Fire Prevention Officer as follows:

- a. NCSD shall employ a Fire Prevention Officer under the terms and conditions of his NCSD’s job description for the Fire Prevention Officer position, which is attached hereto as “Exhibit A” and incorporated herein by reference, and NCSD’s Personnel Guide, which may be amended from time to time, and which sets forth, inter alia, the

- number of days and hours the Fire Prevention Officer is required to provide services.
- b. The Fire Prevention Officer shall perform work for OVPSD at a 50% Full Time Employee ("FTE") schedule to be determined by mutual written agreement of the Parties. The Fire Prevention Officer shall perform work for NCSO at a 50% FTE schedule to be determined by mutual written agreement of the Parties. The Parties agree to work cooperatively to set a mutually beneficial schedule that achieves a 50% / 50% split and that considers differences in the respective workloads and calendars of NCSO and OVPSD. It is anticipated that during the year, pursuant to this schedule, the Fire Prevention Officer shall perform work for OVPSD approximately two (2) ten-hour (10-hour) days each week and NCSO approximately two (2) ten-hour (10-hour) days each week. It is further anticipated that the schedule will account for work weeks that contain more or less than four (4) workdays by scheduling the Fire Prevention Officer's time to achieve the overall 50% / 50% split.
 - c. During the Fire Prevention Officer's work for NCSO and OVPSD, the Fire Prevention Officer will perform services generally described in "Exhibit A – Job Description" and Duties agreed to by the Parties, which is attached hereto as "Exhibit B" and incorporated herein by reference.
 - d. The Fire Prevention Officer shall continue to receive holiday time, sick leave time, and other similar benefits offered through the Fire Prevention Officer's contract with NCSO.
3. Payment. In consideration of the services provided by the Fire Prevention Officer to OVPSD, OVPSD agrees to reimburse NCSO for 50% of the total costs of the Fire Prevention Officer's salary, benefits, and vehicle usage, as described in the Cost Sharing Agreement, which is attached hereto as "Exhibit C" and incorporated herein by reference. Such benefits include, but are not limited to, health insurance benefits, retirement benefits, and other employer-paid benefits including any NCSO paid state or federal deductions. Based on the Fire Prevention Officer's current salary, benefits schedule, and vehicle rate, which may be modified from time to time, OVPSD's proportionate share of this cost for the 2024-2025 fiscal year will be approximately \$59,472. NCSO shall submit an invoice to OVPSD at the conclusion of each calendar quarter of the term of this Agreement, which shall be paid by OVPSD within thirty (30) days of receipt.
 4. Oversight. During the times that the Fire Prevention Officer performs work for OVPSD, the Parties agree that OVPSD has the authority to oversee and manage the work performed by the Fire Prevention Officer. OVPSD agrees that it shall report to NCSO any and all personnel issues relating to the Fire Prevention Officer so that NCSO may take any necessary or appropriate actions pursuant to its policies. Notwithstanding the foregoing, the standards of performance and discipline and other matters incident to the performance of work, including control of the Fire Prevention Officer, shall remain with NCSO. OVPSD shall not be responsible or liable in any manner for such standards of performance, discipline, and or other matters incident to the performance of such work. The Fire Prevention Officer shall remain an employee of NCSO and be compensated by NCSO and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from OVPSD as a result of this Agreement. The Fire Prevention Officer shall not be an employee of OVPSD for any purpose.

5. Termination. Either Party may terminate this Agreement for any reason or no reason by giving the other Party at least thirty (30) days' written notice thereof. In the event of termination, OVPSD agrees to reimburse NCSO for 50% of the costs of the Fire Prevention Officer's salary and benefits through the effective date of termination.
6. Mutual Hold Harmless.
 - a. It is agreed that OVPSD shall defend, hold harmless, and indemnify NCSO and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of OVPSD and/or its officers, employees, agents, and servants.
 - b. It is agreed that NCSO shall defend, save harmless, and indemnify OVPSD and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of NCSO and/or its officers and employees.
 - c. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
 - d. In the event of concurrent negligence (or intentional/reckless acts) of NCSO and/or its officers and employees, on the one hand, and OVPSD and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.
 - e. Notwithstanding the foregoing, in the event that the Fire Prevention Officer claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of OVPSD, NCSO shall indemnify, defend, and hold harmless OVPSD and its officers, employees, agents, and servants for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the Fire Prevention Officer, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of OVPSD. In addition, NCSO shall defend, hold harmless, and indemnify OVPSD and its officers, employees, agents, and servants from any and all claims, suits, or actions brought by the Fire Prevention Officer pertaining to any labor or employment related claims, including but not limited to, claims arising out of related to any actual or alleged unlawful employment practices.
7. Mediation. Should any dispute arise out of this Agreement, the Parties to the dispute will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. If no such mediator can be agreed to, the Parties will use a mediator from JAMS Mediation, Arbitration and ADR services. The costs of the mediator, if any, will be shared equally between the Parties to the dispute but the Parties will pay their own attorney's fees. If a mediated settlement is reached, neither Party will be the prevailing party for the

purposes of this settlement. No Party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

8. Merger Clause. This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the Parties hereto and correctly states the rights, duties, and obligations of each Party as of this document's date. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications shall only be binding if in writing and signed by the Parties. If any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the Parties.

9. Notice. Any time this Agreement authorizes or requires notice to the other Party, notice shall be given in writing and either: (1) hand delivered, or (2) mailed by first class mail, postage prepaid and return receipt requested, addressed to the Party as follows:

Charley Miller, General Manager
Olympic Valley Public Service District
P.O. Box 2026
Olympic Valley, CA 96146

Mike Staudenmayer, General Manager
Northstar Community Services District
900 Northstar Drive
Truckee, CA 96161

10. Governing Law. This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be brought in the Superior Court of the State of California for the County of Placer which shall have exclusive jurisdiction therefor.

11. Counterparts; Signatures. This Agreement may be executed in counterparts such that the signatures appear on separate pages. A copy or facsimile of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic means shall be deemed original signatures.

- 12.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Olympic Valley Public Service District:

Signature

Date

Name (Please Print)

For Northstar Community Services District:

Signature

Date

Name (Please Print)

EXHIBIT A
JOB DESCRIPTION



NORTHSTAR FIRE DEPARTMENT



JOB TITLE	Fire Prevention Officer
DIVISION	Community Risk Reduction
OVERTIME STATUS	Exempt
SAFETY SENSITIVE	No

Job Description:

The Northstar Fire Department (NFD) routinely identifies and prioritizes prevention efforts to mitigate risks to our community. The Fire & Life Safety Officer (FLSO) contributes towards the Community Risk Reduction portion of the NFD's mission by *preventing and controlling* fires through engineering, education, and enforcement. The FLSO accomplishes this by performing plan reviews; technical inspections of residential, commercial and new construction; enforcing compliance with laws, following and creating ordinances and regulations that pertain to the prevention and control of fire; conducting fire investigations to establish cause of fires, and court proceedings when required; and developing and presenting public education programs about fire prevention. This position will work a 40-hour work week and is a non-union, exempt position. This position is classified as part of the CalPERS Miscellaneous plan. This position reports directly to the Fire Chief.

Specific Duties and Responsibilities:

The following duties are typical for this position. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- a. Inspect commercial and industrial establishments, construction sites, residences, public buildings and facilities for the enforcement of laws and regulations pertaining to fire prevention.
- b. Inspect residential/commercial properties for defensible space and home-hardening, per the State of California, County and District requirements/ordinances
- c. Assists with plan check duties as necessary; communicates with consultants, District and/or County staff, architects and contractors on project requirements.
- d. Monitor operational permits by issuance and inspections.
- e. Assist in overseeing the curbside green waste pick-up program.
- f. Implements our District's Community Wildfire Protection Plan (CWPP)
- g. Interpret and enforce local, state, and national fire codes and standards.
- h. Review and update the codes and standards that apply to fire prevention, protection and education.
- i. Meet with civic groups and organizations to promote community programs that foster fire prevention and education.
- j. Keep current on fire and life safety laws and standards, construction materials, and access strategies. Make recommendations for policy and procedural modifications and implement changes.
- k. Help formulate and recommend changes to fire codes and District ordinances.

Fire Prevention Officer

- l. Represent the Fire Department in meetings with commercial and industrial representatives.
- m. Facilitate a consensus on fire-prevention measures, permit processing and customer-service issues.
- n. Prepares letters, memos, inspection records and technical reports; maintains reports and records.
- o. Participate in public information programs regarding fire prevention, including media releases and public-service announcements.
- p. Work with property owners on fire insurance related issues and programs.
- q. Coordinate with the Forest Fuels Management and District staff on biomass disposal initiatives.
- r. Helps maintain current “recognitions” or status (i.e. Firewise Community, Ready, Set, Go, etc...)

EMPLOYMENT STANDARDS & SPECIAL REQUIREMENTS:

Knowledge of:

- Knowledge of California Public Resource Codes
- Knowledge of Placer County Codes
- Knowledge of pertinent NCSO Ordinances
- Fire Department policies, rules and regulations;
- State and local codes, including Title 19 and Title 24 of the California Administrative Code, California Fire & Building Code, and National Fire Protection Association standards;
- Public education teaching and education principles;
- Laws, ordinances and regulations regarding fire prevention and fire protection devices and systems;
- Basic construction methods and materials;
- Computer applications related to the work, including word processing, database and spreadsheet applications.

Ability to:

- Perform the typical duties listed above;
- Conduct site inspections, re-inspections, and acceptance tests given workload requirements and staffing availability, including larger, complex, or sensitive inspections;
- Recognize fire and structural hazards in special processes or facilities, including industrial, commercial, and residential buildings and occupancies;
- Interpret and effectively apply all related codes, ordinances, and laws to fire hazard situations;
- Promote the mission, values and standards of an effective organization, with insight toward providing high-quality public service;
- Apply technical knowledge, follow proper inspection techniques, and detect deviations from plans, regulations, and standard safety practices;
- Maintain cooperative relations with builders, contractors, city staff, and the general public while applying firmness, tact, and fairness with respect to code enforcement;
- Train and instruct fire personnel in modern fire prevention methods, techniques, and theories;
- Prepare clear and concise reports, correspondence, policies, procedures and other written materials;
- Assist with developing performance standards, operating procedures, and reporting systems.

Fire Prevention Officer

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying.

Preferred Qualifications:

- BA or AA degree in a relevant field of study.
- Experience as a registered Fire Protection Engineer.

License and Certifications: Must be 18 years of age. Must possess a valid California Class C driver's license and have a satisfactory driving record.

- Requires the possession of or the ability to obtain a California State Fire Training Fire Inspector I certification within one year of appointment.
- Requires the possession or ability to obtain a California State Fire Training Fire Inspector II certification within two years of appointment.

Physical Demands and Working Environment

The conditions described herein represent those that must be met by an incumbent to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

The work environment is informal, team and autonomy oriented, with variable tasks, pace, and pressure. The position works in direct contact with the public efficiently and effectively without close supervision with exposure to inclement weather, heat, humidity, cold, dust, and noise. Work requires close physical proximity to various pieces of heavy equipment. Work includes frequent use of the telephone and computer throughout the day.

Physical:

Expected to drive to site locations for inspections. FREQUENT entering and exiting a vehicle; sitting, walking, including walking on uneven terrain and over trenches, etc. OCCASIONAL standing, carrying of objects weighing up to 25 pounds without the aid of lifting devices; fine finger dexterity and repetitive use of fingers and/or wrists or hands to operate a computer and various office equipment, grasp and hold writing materials, paper and supplies; and have rapid mental/muscular coordination. INFREQUENT bending and stooping, climbing ladders, scaffolding, and stairs up to the height of multistory buildings; maintaining balance; lifting, full range of mobility to twist and turn in tight spaces; kneeling and crawling, bending and crouching, pushing and pulling.

Vision:

See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and operate equipment.

Fire Prevention Officer

Hearing:

Hear in the normal audio range with or without correction.

Salary Schedule:

\$28.98 - \$41.73 Hourly \$2,318.46 - \$3,338.20 Biweekly \$5,023.33 - \$7,232.77 Monthly \$60,279.92 - \$86,793.20 Annually	Twenty-six (26) pay periods per year
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The position will involve a one-year probationary period.

THIS JOB DESCRIPTION IS NOT INTENDED TO BE ALL-INCLUSIVE. THE DIVISION COMMUNITY RISK REDUCTION OFFICER MAY BE REQUIRED TO PERFORM OTHER RELATED DUTIES TO MEET THE ONGOING AND CHANGING NEEDS OF THE NORTHSTAR FIRE DEPARTMENT. THE COMMUNITY RISK REDUCTION OFFICER POSITION REPORTS DIRECTLY TO THE FIRE CHIEF. THE CANDIDATE MUST PASS A FIRE DEPARTMENT BACKGROUND CHECK AND PHYSICAL FITNESS EXAM THAT INCLUDES A DRUG SCREENING.

EXHIBIT B

DUTIES

Commercial

Plans

Receive and review plans

Schedule and conduct inspections

Coordinate with managers and contractors as necessary

Coordinate with Office Manager and Fire Chief as necessary

Maintain files and documentation

Annual Inspections

Schedule inspections

Coordinate with Fire Captains on which are appropriate for shift inspections

Conduct inspections

Maintain files and documentation

Residential

Plans

Receive and review plans

Schedule and conduct inspections

Coordinate with EFS as necessary

Coordinate with Office Manager and Fire Chief as necessary

Maintain files and documentation

DSI

Schedule inspections

Coordinate with Fire Captains on which are appropriate for shift inspections

Conduct inspections

Maintain files and documentation

STR DSI

Coordinate with Placer County and Office Manager

Schedule And conduct inspections

Maintain files and documentation

Events

Receive and review plans

Schedule and conduct inspections

Coordinate with Office Manager and Fire Chief as necessary.

Exhibit "C"

Cost Sharing Agreement

Cost to Employ the Fire Prevention Officer:

Current Fire Prevention Officer (FPO) Salary is \$72,750 annually. The full salary and benefit cost is \$94,362 annually.

2024-2025 Salary (COLA & 5% Increase Upon Contract)									
Salary	Premium %							Annual Total	Hourly Total
\$ 66,768.00	8.96%							\$ 72,750.41	\$ 34.98
2024 Annual Benefit Costs									
PERSER - MISC Pepra	Disability	Workers' Comp	PEHP	Health Insurance	Dental	Vision	Life	Annual Total	Hourly Total
\$ 5,725.00	\$ 348.00	\$ 864.27	\$ 2,600.00	\$ 11,076.00	\$ 741.00	\$ 108.00	\$ 159.00	\$ 21,621.27	\$ 10.39
Summary of Weighted Hourly									
Standard Hourly	Benefits	Weighted Hourly	Annual Total						
\$ 34.98	\$ 10.39	\$ 45.37	\$ 94,361.61						

Cost of Ownership of Shared Vehicle:

The annual cost of ownership for the 4th year of the 2021 Toyota RAV4 SUV LE provided by NCSD, as estimated by Edmunds.com, is \$8,259.

Ownership Costs: 5-Year Breakdown

Selected Model: 2021 RAV4 SUV LE 4dr SUV AWD (2.5L 4cyl 8A)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Insurance	\$1,257	\$1,295	\$1,334	\$1,374	\$1,415	\$6,675
Maintenance	\$421	\$1,978	\$1,514	\$911	\$2,359	\$7,183
Repairs	\$286	\$421	\$491	\$573	\$670	\$2,441
Taxes & Fees	\$2,333	\$205	\$196	\$185	\$173	\$3,092
Financing	\$1,770	\$1,433	\$1,068	\$673	\$244	\$5,188
Depreciation	\$3,441	\$1,395	\$1,707	\$1,822	\$1,618	\$9,983
Fuel	\$2,490	\$2,565	\$2,642	\$2,721	\$2,803	\$13,221
True Cost to Own®	\$11,998	\$9,292	\$8,952	<b style="background-color: yellow;">\$8,259	\$9,282	\$47,783

*Based on a 5-year estimate with 15,000 miles driven per year.

Total Compensation:

The combination of these costs results in a total charge-out rate of \$57.18 per hour.

Annual Pay	\$ 94,362
Annual Vehicle Cost	\$ 8,259
Total Annual Cost	\$ 102,621
Hours per Year	2080
Internal Cost per Hour	\$ 49.34
Admin Fee (5%)	\$ 2.47
OVPSD Cost per Hour	\$ 51.80
Hours per Year (50%)	1040
Annual OVPSD Cost (est.)	\$ 53,876