



Fire and Emergency Services Committee
Tuesday, December 1, 2020
5:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/88060721925>

Meeting ID: 880 6072 1925

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Monique Scobey (MS)
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz, Chief Jed Gaines

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

- 1. Memorandum of Agreement between Cameron Park Community Services District and Lake Tahoe Community College District for Supplemental Instruction (S. Moranz)**
- 2. Staff Updates**
 - a. Fire Department Report, oral report (S. Moranz, J. Gaines)

3. Items for January and Future Committee Agendas

- Grand Jury Response Update

4. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT



Teleconference/Electronic Meeting Protocols

Cameron Park Community Services District

(Effective April 2, 2020)

WHEREAS, on March 4, 2020, Governor Newsome proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, March 17, 2020, Governor Newsome issued Executive Order N-29-20 suspending parts of the Brown Act that required in-person attendance of Board members and citizens at public meetings; and

WHEREAS, on March 19, 2020, Governor Newsome issued Executive Order N-33-20 directing most individuals to shelter at home or at their place of residence.

NOW, THEREFORE, the Cameron Park Community Services District will implement the following protocols for its Board and committee meetings.

The guidance below provides useful information for accessing Cameron Park Community Services District (“District”) meetings remotely and establishing protocols for productive meetings.

BOARD AND COMMITTEE MEMBERS:

- **Attendance.** Board and Committee Members should attend District meetings remotely from their homes, offices, or an alternative off-site location. As per the Governor’s updated Executive Order N-29-20, there is no longer a requirement to post agendas at or identify the address of these locations.
- **Agendas.** Agenda packages will be made available on the District’s website. They will also be sent by email to all Board and Committee Members. Note that under the circumstances, District staff may not be able to send paper packets.
- **Board and Committee Member Participation.** Meeting Chair(s) will recognize individual Board and Committee Members and unmute their device so that comments may be heard or will read comments if they are provided in writing only.

PUBLIC PARTICIPATION:

- **Attendance.** The District’s office will remain closed to the public until further notice. Members of the public will be able to hear and/or see public meetings via phone, computer, or smart device. Information about how to observe the meeting is listed on the agenda of each meeting.
- **Agendas.** Agendas will be made available on the District’s website and to any members of the public who have a standing request, as provided for in the Brown Act.
- **Public Participation.** The public can observe and participate in a meeting as follows:
 - **How to Observe the Meeting:**
 - **Telephone:** Listen to the meeting live by calling Zoom at (669) 900-6833 or (346) 248 7799. Enter the Meeting ID# listed at the top of the applicable Board or Committee agenda followed by the pound (#) key. More phone numbers can be found on Zoom’s website at <https://us04web.zoom.us/j/911111111111> if the line is busy.
 - **Computer:** Watch the live streaming of the meeting from a computer by navigating to the link listed at the top of the applicable Board or Committee agenda using a computer with internet access that meets Zoom’s system requirements (<https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)
 - **Mobile:** Log in through the Zoom mobile app on a smartphone and enter the Meeting ID# listed at the top of the applicable Board or Committee agenda.
 - **How to Submit Public Comments:**
 - **Before the Meeting:** Please email your comments to admin@cameronpark.org, with “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed 3 minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. Emails running longer than the time limit will not be finished. All comments received at least 2 hours prior to the meeting on the day the meeting will be held, will be included as an agenda supplement on the District’s website

under the relevant meeting date, and provided to the Directors/Committee Members at the meeting. Comments received after that time will be treated as contemporaneous comments.

- **Contemporaneous Comments:** During the meeting, the Board President/Committee Chair or designee will announce the opportunity to make public comments. If you would like to make a comment during this time, you may do so by clicking the “raise hand” button. You will be addressed and un-muted when it is your turn to speak (not to exceed the 3 minute public comment time limit).

FOR ALL PARTICIPANTS:

- **Get Connected:** Please download Zoom application for your device and familiarize yourself with how to utilize this tool. There is no cost for using the application.
- **Ensure Quiet.** All audience members will be muted during the meeting until they are addressed by the Board/Committee as their time to speak. Please make every effort to find a location with limited ambient noise. Please turn off the ringer on your phone and other notification sounds on your devices to reduce interruptions.

We anticipate that this process of moving to remote meetings will likely include some challenges. Please bear with us as we navigate this process.



Fire and Emergency Services Committee
Tuesday, November 3, 2020
5:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/81999627222>

Meeting ID: 819 9962 7222

(Teleconference/Electronic Meeting Protocols are attached)

Conformed Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Monique Scobey (MS)
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz, Chief Jed Gaines

CALL TO ORDER – 5:36pm

ROLL CALL – EW/MS

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA - Approved

APPROVAL OF CONFORMED AGENDA - Approved

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

1. Radio Vendor Recommendation, 49er Communications (J. Gaines)

- Reviewed and discussed Radio Vendor Recommendation – 49er Communications. Move to the Board with support (consent).

2. Staff Updates

- a. Fire Department Report, oral and written (S. Moranz, J. Gaines)

3. Items for December and Future Committee Agendas

- Grand Jury Response Update
- *Fees for Business Fire Marshal Inspections*

4. Items to take to the Board of Directors

- *Radio Vendor Recommendation, 49er Communications*

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT – 6:16pm



Agenda Transmittal

DATE: December 1, 2020

FROM: Sherry Moranz, Fire Chief

AGENDA ITEM #1: **MEMORANDUM OF AGREEMENT BETWEEN CAMERON PARK
COMMUNITY SERVICES DISTRICT AND LAKE TAHOE COMMUNITY
COLLEGE FOR SUPPLEMENTAL INSTRUCTION**

RECOMMENDED ACTION: **REVIEW AND FORWARD TO THE BOARD OF DIRECTORS**

Background

An agreement between Lake Tahoe Community College (previously Los Rios Community College), CAL FIRE Amador-El Dorado Unit (AEU) Training Bureau, and Cameron Park Community Services District (District) for supplemental instruction began November 2005.

Discussion

CAL FIRE Amador-El Dorado Unit Training Bureau, in conjunction with Lake Tahoe Community College (LTCC), enter into an Instruction Agreement whereby CAL FIRE AEU employees enroll as students with LTCC and receive college credit for training received through the continuing agency training. In turn, LTCC pays CAL FIRE through the District for each student's contract hour of instruction.

The agreement provides approximately \$15,000 annually for the CAL FIRE AEU Training Bureau. This funding source is used by the Training Bureau for improvements and upgrades to materials, tools, and facilities and provides outside instructors, pays for certifications, additional equipment, and other items that help improve CAL FIRE AEU employee performance. Funds are also used to support and improve the training room at Station 89.

The District receives 10% of the gross revenues as an administrative fee. The funds are tracked in Fund 05, CAL FIRE Amador-El Dorado Unit Training Fund.

Attachments:

1A - LTCC Board of Trustees Approval of CAL FIRE Instructional Services Agreement

1B – Memorandum of Agreement LTCC and District



VISION:

"California's premier destination community college"

Agenda Item Details

Meeting	Aug 11, 2020 - Lake Tahoe Community College District - Board of Trustees Meeting
Category	7. Consent Agenda
Subject	7.01 AA - Approval of CALFire Instructional Services Agreement
Type	Action (Consent)
Recommended Action	It is recommended the Board of Trustees approve the CALFire Instructional Services Agreement as presented.

Contractor:	Cameron Park Community Services District
Term:	July 1, 2020 – June 30, 2025
Amount of Contract & Budget Information:	Lake Tahoe Community College District (LTCCD) pays contractor \$3.00/student contact hour for each student eligible for FTES Reimbursement from the State (less eligible enrollment fees)
Scope:	This memorandum of agreement (MOA) renewal authorizes LTCCD to provide education training in collaboration with the Cameron Park Community Services District/CAL Fire.
Background:	This agreement is a renewal of an agreement approved by the Board of Trustees at their October 27, 2015, meeting and is in conjunction with a district permission agreement between LTCCD and Folsom Lake College (FLC) allowing LTCCD to offer CAL FIRE training in Cameron Park, part of the FLC service area.

LTCCD's adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Items may be removed from the consent agenda at the request of any Board member.

MISSION:

Lake Tahoe Community College serves our local, regional and global communities by promoting comprehensive learning, success, and life-changing opportunities. Through quality instruction and student support, our personalized approach to teaching and learning empowers students to achieve their educational and personal goals.

**LAKE TAHOE COMMUNITY COLLEGE LTCCD
MEMORANDUM OF AGREEMENT FOR RELATED AND SUPPLEMENTAL
INSTRUCTION FOR CAMERON PARK COMMUNITY SERVICES DISTRICT**

This Agreement made and entered into this 1st day of July 2020 by and between Lake Tahoe Community College LTCCD, hereinafter called LTCCD, and Cameron Park Community Services District, Cameron Park Fire Department, hereinafter called DISTRICT, commencing 2020-2021 through the 2024 -2025 academic year.

W I T N E S S E T H :

ARTICLE I - RECITALS

WHEREAS the LTCCD desires to provide educational training in collaboration with DISTRICT in accordance with minimum training standards.

WHEREAS the LTCCD is authorized to enter into a contract for education services pursuant to Education Code Sections 78020, et seq.

WHEREAS the DISTRICT desires to assist the LTCCD to provide said related and supplemental instruction by performing such services as specified hereinafter.

WHEREAS the parties intend that this Agreement provide for the mutual cooperation of the LTCCD and DISTRICT in the provision of the above-mentioned instructional services.

WHEREAS the LTCCD acknowledges that it has received and reviewed a copy of that certain Memorandum of Agreement Between the California Department of Forestry and Fire Protection (hereinafter "Cal Fire") and Cameron Park Community Services LTCCD for the Cooperative Use of the Lake Tahoe Community College District Related and Supplemental Instruction Agreement dated July 1, 2020. LTCCD acknowledges that said Memorandum of Agreement provides that Cal Fire will provide all instructional services to Lake Tahoe Community College on behalf of Cameron Park Community Services District as specified in this Agreement. By its execution of this Agreement, LTCCD consents to the provisions in that Memorandum of Agreement.

THEREFORE, BE IT RESOLVED that the parties mutually agree to the following.

ARTICLE II - RESPONSIBILITIES OF DISTRICT

1. DISTRICT will provide instructors who are approved by the LTCCD and meet Lake Tahoe Community College District minimum qualifications and appropriate personnel, classroom space, required training equipment and supplies for the prescribed courses. The LTCCD shall have the primary right to control and direct the instructional activities of the instructors furnished by the DISTRICT during the term of the Agreement.
2. DISTRICT shall pay all salary and other employment costs such as workers' compensation and other applicable benefits for instructors directly to and on behalf of the persons employed for such purposes in an amount sufficient to meet the requirements of Education Code Section 78022. The DISTRICT shall also indemnify and hold the LTCCD harmless against any and all claims which are made for salary or employment/benefits of such instructors for the period

- covered by the terms of this Agreement and meeting the requirements of Title V of California Code of Regulations Section 58058.
3. DISTRICT shall provide the LTCCD with a written contract from each instructor certifying acknowledgment that the LTCCD has the right to control and direct the instructor's activities during the time the instructor is serving the LTCCD and specifying the work to be performed. *(Title 5 Section 58058)*
 4. DISTRICT shall provide instructional facilities, specialized instructional equipment, and office space for any staff servicing the program.
 5. DISTRICT will ensure that minimum standards for course content, instructional design, testing of students, and terminal performance rating be consistent with current mandates on training.
 6. DISTRICT, with the LTCCD, shall maintain procedures to ensure open enrollment in classes as required by Title V, Section 58051.5, 51006 and 58106.
 7. DISTRICT shall be reimbursed by LTCCD for costs incurred for instruction for course(s) agreed upon by the LTCCD and DISTRICT as stipulated in Paragraph 10 below.
 8. The DISTRICT will propose quarterly schedule of classes to the LTCCD for approval.
 9. DISTRICT will pay all enrollment fees for all students, except for students not recruited by the DISTRICT.
 10. Payment will be made to the DISTRICT after the completion of the academic year and no later than eight weeks after the completion of the course. Payment is contingent upon submission of attendance and grade records consistent with the college's requirements and timelines. For all courses, payment will be determined based upon \$3.00 per student contact hour for each student eligible for FTES reimbursement from the State of California as generated by the program less eligible enrollment fees as stipulated in Paragraph 9 above.
 11. In the event that the DISTRICT exceeds the number of hours of instruction with additional courses approved and scheduled in advance by the LTCCD, the LTCCD agrees to pay the DISTRICT as stipulated in Paragraph 10 above. The DISTRICT will provide instructor's pay, facility and support equipment.
 12. The total contract amount will be determined each quarter and agreed to by the LTCCD and the DISTRICT in writing. Student contact hours in excess of the agreed amount must be agreed to in advance by the LTCCD.
 13. DISTRICT assumes all responsibility for access to use of specialized equipment.
 14. DISTRICT will ensure all students are enrolled in said instructional classes.
 15. DISTRICT will ensure that accommodations are in compliance with the Americans with Disabilities Act (ADA).

ARTICLE III - RESPONSIBILITIES OF LTCCD

1. The LTCCD shall develop and maintain, with the DISTRICT, the curriculum for the training program.
2. LTCCD shall, with the DISTRICT, maintain all academic records required in connection with the training program.
3. LTCCD shall establish and maintain academic standards for student achievement in the training program and evaluate, with the DISTRICT, student performance in the same manner as performance is evaluated in courses similar in nature conducted by the LTCCD.
4. LTCCD shall certify completion of the training program by the students enrolled therein who complete the program in accordance with LTCCD standards.
5. LTCCD will contract with the DISTRICT for instructional services for Positive Attendance generating classes only. The actual hours of attendance procedure (commonly referred to as "positive attendance") are based on an actual count of enrolled students present at each class meeting. This includes classroom and field laboratory instruction.
6. LTCCD will make available career and academic counseling to all registered students and will grant appropriate college credit for instruction.
7. LTCCD will, with DISTRICT, provide instructor assistance and supervision as needed.
8. LTCCD will provide for advertisement, recruitment and placement of students desiring enrollment in an effort to achieve maximum course capacity.

ARTICLE IV - MISCELLANEOUS

All written notices, reports and other written communications under this Agreement shall be deemed effective upon their deposits in the United States Mail, postage prepaid, and addressed as follows.

1. TO LTCCD: Brad Deeds
Dean of Workforce Development and Instruction
Lake Tahoe Community College District
One College Drive
South Lake Tahoe, CA 96150-4524
2. TO DISTRICT: Scott Lindgren
Unit Chief
Cameron Park Community Services
Cameron Park Fire Department
2840 Mt. Danaher Road
Camino, CA 95709

This Agreement is in effect for five years from the date approved by the Board of Trustees. This Agreement may be revised or terminated by LTCCD and/or DISTRICT 30 days after receipt of written notice of intent to revise or terminate by either party. This Agreement may be extended upon mutual agreement by both parties within 30 days of expiration of contract.

Indemnification

DISTRICT shall indemnify and hold harmless the LTCCD, its officers, employees, agents and representatives against any and all claims arising out of the employment, employment benefits and/or salary of the instructors, coordinators and/or staff employed for purposes of the Agreement.

DISTRICT and LTCCD shall each assume the responsibility and liability for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this Agreement. For tort liability purposes, neither DISTRICT nor the LTCCD nor their officers, agents or employees shall be considered an agent of the other.

Each party shall assume the responsibility and liability for and shall indemnify, defend, and hold harmless the other party, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by the other party or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to the persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on their part or any of their agents, officers or employees in its or their performance of services or obligations hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule by the acts of either party, or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The parties shall provide written notification to the other party within thirty (30) days of receipt of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall establish procedures for the sharing of information and cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement, unless to do so creates a conflict of interest, Nothing set forth in this Agreement shall establish a standard of care for, or create any legal right in, any person not a party to this Agreement.

It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the LTCCD'S Board of Trustees, any member of DISTRICT'S Board of Directors, or to any of the officers or employees of LTCCD or DISTRICT by virtue of this Agreement.

Entire Agreement

This Agreement represents the entire and integrated agreement between the LTCCD and the DISTRICT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the LTCCD and the DISTRICT. Nothing contained in this Agreement is intended to benefit any third party.

Severability

If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

LAKE TAHOE COMMUNITY COLLEGE

By: _____
Monique Scobey Date
Board President
Cameron Park Community Services District

By: _____
Russi Egan Date
Vice President of Administrative Services
Lake Tahoe Community College District