Cameron Park Community Services District 2502 Country Club Drive Cameron Park, CA 95682



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

TELECONFERENCE ZOOM MEETING

https://us02web.zoom.us/j/86299673524

Meeting ID: 862 9967 3524

(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. Categorical Exemption for Fire Fuel Reduction (J. Ritzman)
- 2. Volunteer Fire Assistance Grant (J. Gaines)

3. Staff Updates

- a. Fire Department Reports (K. Richards, J. Gaines)
- b. Fire Training Tower (S. Moranz)
- 4. Items for October and Future Committee Agendas
 - Grand Jury Response Update
- 5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

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/u/fdDUTmZgMZ 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:

o **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.

Cameron Park Community Services District 2502 Country Club Drive Cameron Park, CA 95682



Fire and Emergency Services Committee Tuesday, July 7, 2020 5:30 p.m.

TELECONFERENCE ZOOM MEETING

https://us02web.zoom.us/j/82665784934

Meeting ID: 826 6578 4934

(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 - 5:33pm

ROLL CALL - MS/EA (EW was absent)

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. El Dorado County Grand Jury 19-06 West Slope Protection Update (J. Ritzman)
 - Reviewed and discussed El Dorado County Grand Jury 19-06 West Slope Protection Update. Add "Response to Recommendations - 3. Recommendation requires further analysis or study noting a timeframe not to exceed six months from date Grand Jury Report was issued". Move to the Board with support.

2. Staff Updates

- a. Fire Department Report (J. Gaines)
- b. Cameron Park Lake Dam EAP Update (J. Ritzman)

3. Items for August and Future Committee Agendas

- Fire Training Tower
- Grand Jury Response Update

4. Items to take to the Board of Directors

- El Dorado County Grand Jury 19-06 West Slope Protection Update

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT – 6:29pm

Cameron Park Community Services District



Agenda Transmittal

DATE: September 1, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #1: CATEGORICAL EXEMPTION, CAMERON PARK HAZARDOUS FUEL

REDUCTION PROJECT

RECOMMENDED ACTION: REVIEW AND FORWARD TO THE BOARD OF DIRECTORS

Background

The State of California requires compliance with California Environmental Quality Act (CEQA) and its guidelines for discretionary projects being performed by a public agency. While the Hazardous Fuel Reduction Project, funded by the California Climate Investment (CCI) grant, is extremely important to protect residents in Cameron Park, it is considered a discretionary project. Staff deemed it best to seek environmental review of the proposed project.

Cameron Park Community Services District (District) is considered the lead agency for approval of the environmental document, because the CCI grant was award to the District and much of the project will be held on District properties.

Discussion

The District contracted with the El Dorado Resource Conservation District (RCD) to conduct the review consistent with CEQA guidelines, to be funded by the CCI grant. RCD concluded that the Hazardous Fuel Reduction Project is exempt from CEQA; therefore, a Notice of Exemption is prepared for consideration by the Board of Directors.

The Notice of Exemption was prepared because the project involves minor alteration of vegetation, including fuel management activities to reduce the volume of flammable vegetation. The activities do not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. According to the Department of Fish

and Game's Natural Diversity Database, listed plants or animal species affected by the project will be protected through avoidance.

RCD determined that there will be no impact to historic or cultural resources due to lack of ground disturbance. As required by CEQA, staff sent letters to four tribes considered to be stakeholders: Auburn Rancheria, Shingle Springs Miwok, Washoe Tribe, and Wilton Rancheria. The tribes have until September 6, 2020 to respond to the Notice of Exemption.

Once the Board of Directors approves the Notice of Exemption, the document will be sent to the County Board of Supervisors for approval.

Attachment:

1A – Notice of Exemption

NOTICE OF EXEMPTION

PROJECT TITLE	Cameron Park Hazardous Fuel Reduction		
PROJECT LOCATION	Clarksville and Shingle Springs USGS 7.5-minute Quadrangles, MDBM Township 10 North, Range 9 East, Sections 21, 28, 29 and 33 Township 9 North, Range 9 East, Sections 3, 4 and 5 It is approximately 28 miles east of Sacramento via Highway 50.	COUNTY	El Dorado
	See attached map.		
LEAD AGENCY	Cameron Park Commuity Services Dsitrict		
CONTACT	Jill Ritzman	PHONE	530-350-465
Address	2502 Country Club Drive. Cameron Park, CA 95682		
State of California l (Agreement #5GG1 Assessors Parcels (s	PION: The Cameron Park Community Services District (District) repartment of Forestry and Fire protection (CAL FIRE) - Fire Pre 8101) to implement activities to reduce fire hazard and fuel loads see Attachment 1). These parcels are public open space or parklancke surface area and parkland, the area proposed for treatment equations.	vention Gran on seven site d and altoget	nt Program es including 10 her total 107 +/

Treatment prescriptions are determined for a given stand or unit based on site characteristics, proximity to residences and infrastructure, slope, and the presence of sensitive resources. Treatments include hand crews using hand tools to reduce vegetative cover. Material will be chipped on-site. The project would incorporate design features to avoid or minimize impacts to cultural sites, sensitive plant and wildlife species, and special habitats, such as wetlands or riparian areas. Such design features may include avoidance and specially designed treatments. Best management practices would be implemented to avoid air quality impacts from smoke, dust, and fumes, impacts of noise on sensitive receptors, and impacts to water quality and hydrology.

EXEMP	TION STATUS
\boxtimes	Categorical Exemption Type/Section: Class 4;§15304 Minor Alterations to Land
	Statutory Exemption (state code section):
	Ministerial (§21080(b)(1); 15268)
	Declared Emergency (§21080(b)(3); 15269(a))
	Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

Project involves minor alteration of vegetation, including fuel management activities to reduce the volume of flammable vegetation. The activities do not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. According to the Department of Fish and game's Natural Diversity Database, listed plants or animal species affected by the project will be protected through avoidance. There will be no impact to historic or cultural resources due to lack of ground disturbance.

Cameron Park Community Services District



Agenda Transmittal

DATE: September 1, 2020

FROM: Sherry Moranz, Fire Chief

AGENDA ITEM #2: VOLUNTEER FIRE ASSISTANCE GRANT

RECOMMENDED ACTION: REVIEW AND FORWARD TO THE BOARD OF DIRECTORS

Introduction

The Cameron Park Community Services District Fire Department applied for Volunteer Fire Assistance federal grant funds to fund up to 50% of the cost of new radios. Total project costs were \$45,330 for 14 radios and ancillary equipment. Grant funds were requested to provide up-to-date mobile and portable communications to Fire Department staff. The current radios date back to 2007, which poses challenges due to the antiquated technology. New radios will be both NFPA and P25 compliance. Current radio technology is critical when responding to emergencies and communicating with other responding jurisdictions.

Discussion

The District was notified on August 10, 2020 that the grant application was approved for \$18,989. To receive funds, the District Board of Directors must approve a Resolution that accepts the funds and authorizes the General Manager to execute the grant Agreement. The expenditures and revenues will be included in the mid-year budget adjustment.

Attachments:

2A - Draft Resolution

2B – Grant Agreement

BEFORE THE BOARD OF DIRECTORS OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT COUNTY OF EL DORADO, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: 2020-xx

Title and Name of Local Agency

Approving the Department of Forestry and Fire Protection Agreement #7FG20014 for services from the date of last signatory on page 1 of the Agreement to June 30, 2021 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Cameron Park Community Services District that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2020-21 up to and no more than the amount of \$18,989.

BE IT FURTHER RESOLVED that the General Manager of said Cameron Park Community Services District be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Cameron Park Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Cameron Park Community Services District, at a regular meeting thereof, held on the ___ day of ______, by the following vote: **AYES:** Signature, Board of Directors Member NAYS: ABSENT: Printed Name and Title Monique Scobey, President Signature, Board of Directors Member Printed Name and Title **Eric Aiston, Vice President** -----CERTIFICATION OF RESOLUTION-----**ATTEST:** I, Jill Ritzman, Clerk of the Cameron Park Community Services District Board of Directors of Cameron Park Community Services District, California do hereby certify that this is a true and correct copy of the original Resolution # 2020-XX. WITNESS MY HAND OR THE SEAL OF THE _______, on this ______, _____, OFFICIAL SEAL OR NOTARY CERTIFICATION Signature

State of California Dept. of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Programs GRANT AGREEMENT

GRANT AGREEMENT					
APPLICANT:					
PROJECT TITLE:	Volunteer	Fire Assistance F	rogram		
GRANT AGREEMENT:	7FG20014				
PROJECT PERFORMANC Under the terms and conditi described in the project des Protection, agrees to fund the	ons of this Grar cription, and the	nt Agreement, the e State of Californi	applicant agre a, acting throu	ees to complete ugh the Dept. of	
PROJECT DESCRIPTION: their capability to organiz		-			reas in upgrading
Total State Grant not to ex		\$18,989.48	•		whichever is less)
*The Special and General Pro	ovisions attache	d are made a part	of and incorpo	rated into this G	rant Agreement.
			DEP	STATE OF CALI PARTMENT OF AND FIRE PROT	FORESTRY
Applica	ant				
By Signature of Authorized	Danracantativa	B <u>y</u>	1		
Title	Representative		le: Gabrielle Staff Chie		Fire Programs
Date			nte		
	CI	ERTIFICATION O	ELINDING		
AMOUNT OF ESTIMATE		MENT NUMBER	POI	ID	
FUNDING \$18,989.48	7FG20014				
ADJ. INCREASING ENCUMBRANCE	SUPPLIER ID				
\$ 0.00 ADJ. DECREASING	PROJECT ID		Δ(CTIVITY ID	
ENCUMBRANCE	354020DG2012	133		UBGNT	
\$ 0.00					
UNENCUMBERED BALANCE	GL UNIT	BUD RI	F CHAPTE	R FUND	ENY
\$18,989.48	3540	001	6/7	0001	2020
REPORTING STRUCTURE	SERVICE LOC	ACCO	JNT	ALT ACC	
35409206	92698	53405	80	53405800	02

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER DATE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

VOLUNTEER FIRE ASSISTANCE PROGRAM TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978

1, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and
hereinafter called "LOCAL AGENCY", covenants as follows

RECITALS:

- 1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
- 2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
- 3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

- 4. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
- 5. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 6. <u>FORFEITURE OF AWARD</u>: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2020 or LOCAL AGENCY will forfeit the funds.
- 7. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2020 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

- 8. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$18,989.48 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto.

 Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2021. This sum is the sole and maximum payment that STATE will make pursuant to this Agreement.

 LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2021 in order to receive the funds. The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
- 9. <u>LIMITATIONS</u>: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interested in accordance with paragraph 16 below.
- 10. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.
 - LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

11. <u>ADDRESSES</u>: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

Attention: Telephone Number(s): FAX Number: E-mail	
	Telephone Number(s): FAX Number:

STATE: Department of Forestry and Fire Protection

Grants Management Unit, Attn: Megan Esfandiary

P. O. Box 944246

Sacramento, California 94244-2460

PHONE: (916) 894-9845

- 12. <u>PURPOSE</u>: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
- 13. <u>COMBINING</u>: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 14. <u>OVERRUNS</u>: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 15. <u>UNDERRUNS</u>: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

- 17. <u>EQUIPMENT INVENTORY</u>: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
- 18. <u>AUDIT</u>: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- 19. <u>DISPUTES</u>: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
- 20. <u>INDEMNIFICATION</u>: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
- 21. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drugfree workplace;

- any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. <u>TERM</u>: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2021.
- 23. <u>TERMINATION</u>: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. <u>AMENDMENTS</u>: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. <u>INDEPENDENT CONTRACTOR</u>: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.



Cameron Park Community Services District



Agenda Transmittal

DATE: September 1, 2020

FROM: Kalan Richards, Battalion Chief

AGENDA ITEM #3A: FIRE DEPARTMENT REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

1- Call Statistics

- August 2019 186
- August 2020 **238** (up 28%)
- YTD 2019 2196
- YTD 2020 **2065** (down 5%)

2- New E-88 Update

- Took delivery on July 30th
- On July 31st, evaluated performance (power, mechanical, pumping, electrical)
- Preliminary inspection on July 31st, with FEM Hogan, found about a dozen minor items needing repair
- Aug 13th meeting with Scott Beck to finalize repair list and specifications for mounting and outfitting
- Aug 22nd driver delivery to Rialto for factory/warranty repairs and adjustments, along with tool mounting and outfitting (estimated 4 weeks)
- Sept. 14th is our appointment with Gilly's for striping and decals

3- Assistance By Hire of CPFD Apparatus to CAL FIRE

• E-289, E389, E388, U88, U89 and U289 all rented out to CAL FIRE AEU to support Local, Regional and statewide wildfire response and preparation

4- LED lighting at station 89

All lighting at station 89 is currently being converted over to cost efficient LEDs

Attachment:

August Fire Department Board Report



CAMERON PARK FIRE DEPARTMENT STAFF REPORT

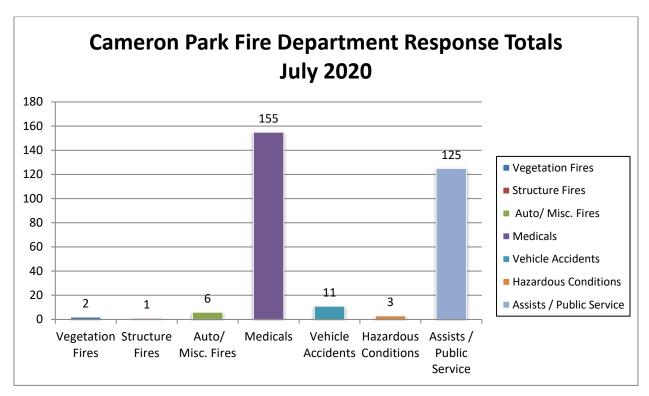
To: Board of Directors

From: Jed Gaines, Battalion Chief

Regarding: Fire Department Report for August 19, 2020 - Board Meeting

Recommended Action: Receive and File

Incidents for the Month of July 2020

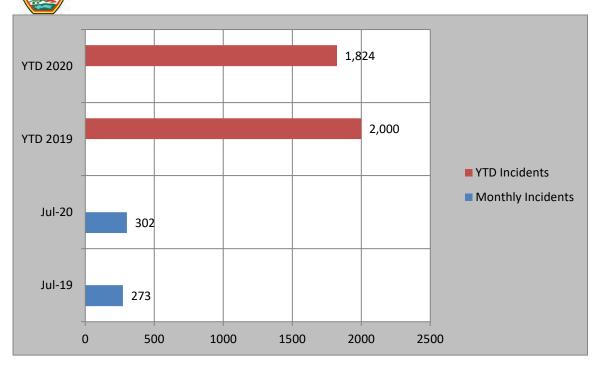


Incidents have increased by 11% for the month of July compared to July of 2019.

Total incidents have decreased by 8.5% for the calendar year of 2020 compared to 2019.



CAMERON PARK FIRE DEPARTMENT STAFF REPORT



FIRE DEPARTMENT OPERATIONS AND ADMINISTRATION

Structure Fire on Fairway Drive.

Both Engine 388 and 389 where rented out for several weeks during the month of July.

Took delivery of our new fire engine 88. It is currently going through the mechanical inspection and will be sent out for compartment equipment build. We are hopeful that it will be in-service by September.

We have 5 employees that have been trained on administering a COVID test for local CAL FIRE employees only. This will help in expediting the results of first responders.

FIRE PREVENTIONWEED ABATEMENT SUMMARY

8 reinspection's where completed on habitable structures in the District.

6 State mandated inspections where completed by the Fire Marshal.

CCI Grant reimbursement checks have started to come in for 2019-2020 fiscal year expenditures.