

Tuesday August 18, 2020

**BOARD OF DIRECTORS
AMADOR FIRE PROTECTION DISTRICT
COUNTY ADMINISTRATION CENTER
810 Court Street, Board of Supervisors Chambers
Jackson, California 95642**

AGENDA

-- 10:30a.m. --

Please Note: All Board of Directors meetings are recorded.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6391 or (209) 223-6646(fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Directors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or District staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.2.

Any Individuals who wish to attend this meeting in person will be required to wear a face covering to enter the building and throughout the duration of the meeting.

Due to the Governors Executive Order N-25-20, The Amador Fire Protection District Board of Directors will be conducting its meeting via teleconference. While this meeting will still be conducted in-person at 810 Court Street, we strongly encourage the public to participate from home by calling in using the following number due to the limited seating for safe distancing purposes:

+1 669 900 6833 US
Meeting ID or Access: 890-9889-0046#
Password: 958949

You may also view and participate in the meeting using this link:

<https://us02web.zoom.us/j/89098890046?pwd=ckJqQ2VTOHdwZ29vVDBUTU1Ua1RtUT09>

REGULAR MEETING AGENDA

DATE: Tuesday, August 18, 2020
TIME: 10:30 AM
LOCATION: County Administration Center
Board Chambers
810 Court Street
Jackson, CA 95642

PLEDGE OF ALLEGIANCE

AGENDA: Off-agenda items must be approved by the Board pursuant to Section 54954.2 of the Government Code.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only; no action will be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the AFPD Board of Directors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. **Please note - there is a five (5) minute limit per topic.**

APPROVAL OF AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to 54954.2 of the Government Code)

ADMINISTRATIVE MATTERS

- (1) JULY 2020 CALLS REPORT:** Report only.
- (2) VEHICLE MAINTENANCE REPORT:** Report only.
- (3) TRAINING REPORT:** Report Only.
- (4) VOLUNTEER FIRE ASSISTANCE GRANT AWARD:** Discussion and possible action relative to subject grant award.
- (5) ANNUAL BUSINESS INSPECTIONS:** Report Only.
- (6) NEW POLICY OF RESIDENTIAL WATER TANK INSTALLATION:** Discussion and possible action relative to subject matter.
- (7) 2019 CALIFORNIA FIRE CODE:** Discussion and possible action relative to ordinance adopting the 2019 California Fire Code with local amendments.

PRESENTATION:

- (8) IMPEMNTATION OF CALIFORNIA FIRE FOUNDATION (NON PROFIT 501©**
 - (3)) "SAVE" SUPPLYING AID TO VICTIMS OF EMERGENCY:** Discussion relative to subject matter.
- (9) FIREFIGHTERS OATH OF OFFICE:** Presentation of Firefighters Oath for new Volunteers.

MISCELLANEOUS MATTERS

- 10) REGULAR MINUTES:** Discussion and possible action. Review and approval of the minutes from 07/21/2020.

ADJOURNMENT:

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/18/2020</u>	

Department Head Signature WW

Agenda Title:

Call Report for July 2020

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report of District calls for the month of July 2020.

Recommendation/Requested Action:

Report only

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts n/a

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Committee Review?

N/A ☒

Name

Committee Recommendation:

Comments:

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions:

n/a

FOR CLERK USE ONLY

Meeting Date

Time

Item #

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

Department

Completed by

For meeting

of

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

Amador Fire Protection District

Incident Type Count per Station for Date Range
Start Date: 07/01/2020 | End Date: 07/31/2020

INCIDENT TYPE	# INCIDENTS
Station: 111 - 26517 Meadow Drive Pioneer	
321 - EMS call, excluding vehicle accident with injury	42
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
550 - Public service assistance, other	1
554 - Assist invalid	5
611 - Dispatched & cancelled en route	5
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	1
# Incidents for 111 - Station 111:	
58	
Station: 114 - 19840 Highway 88 Pine Grove	
231 - Chemical reaction rupture of process vessel	1
320 - Emergency medical service, other	2
321 - EMS call, excluding vehicle accident with injury	33
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	2
412 - Gas leak (natural gas or LPG)	1
522 - Water or steam leak	1
542 - Animal rescue	1
554 - Assist invalid	6
561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	6
740 - Unintentional transmission of alarm, other	1
# Incidents for 114 - Station 114:	
56	
Station: 116 - 15601 Dusty Lane Jackson	
143 - Grass fire	1
244 - Dust explosion (no fire)	1
321 - EMS call, excluding vehicle accident with injury	15
324 - Motor vehicle accident with no injuries.	2
511 - Lock-out	1
542 - Animal rescue	1
552 - Police matter	1
554 - Assist invalid	2
611 - Dispatched & cancelled en route	5
651 - Smoke scare, odor of smoke	2
# Incidents for 116 - Station 116:	
31	
Station: 122 - 18534 Sherwood Street Plymouth	
111 - Building fire	1
140 - Natural vegetation fire, other	1
142 - Brush or brush-and-grass mixture fire	1
321 - EMS call, excluding vehicle accident with injury	16
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	3
511 - Lock-out	1
551 - Assist police or other governmental agency	1
553 - Public service	1
554 - Assist invalid	2
611 - Dispatched & cancelled en route	2
651 - Smoke scare, odor of smoke	1
# Incidents for 122 - Station 122:	
35	
Station: 123 - 14410 Jibboom Street Fiddletown	
321 - EMS call, excluding vehicle accident with injury	1
# Incidents for 123 - Station 123:	
1	

Only REVIEWED incidents included.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. 391

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:

08/18/2020

Department Head Signature WW

Agenda Title: VEHICLE MAINTENANCE REPORT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report of expenses for maintenance and repair of District vehicle fleet.

Recommendation/Requested Action:

Review attached report

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions: _____

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____
For meeting _____
of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

Vehicle Description	VIN License Number	July 1, 2017/18 Beginning of Fiscal Year Mileage	20/21 FY Odometer Reading	Repair Hours / Comments (out of service, Misc., etc. if applicable)	Dates	Maintenance Performed (description)	JULY Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
C-5100 - 2015 Ford Explorer AWD (Fire Chief)	1FM5K8AR7FGB25939 {E} 1460509	19,530	58,232				\$0.00	\$3,362.75
C-5108 - 2010 Ford Expedition XLT 4x4 (Prevention)	1FMJU1G59AEA43199 {E} 1305976	162,270	191,936		7/24/20	Sterling - A Service, Differential Pilot Seal Remove & Replace, Transfer Case Oil Seal Remove & Replace (\$1,940.58)	\$1,940.58	\$21,550.23
C-5103 (02/Watkins) 2016 Ford F250 4x4 (Battalion Chief)	1FT7X2B60GEA66410 {E} 1485648	19,611	85,834				\$0.00	\$9,126.98
C-5104 (03/Hamre) Chief 2011 Ford F250 4x4 (Battalion Chief)	1FT7X2B62BEA30761 {E} 1306800	92,337	129,312				\$0.00	\$14,443.65
C-5105 (04/Yelinek) Chief 2012 Ford Expedition 4x4 (Battalion Chief)	1FMJU1G5XCEF67187 {E} 1401123	67,531	86,464				\$0.00	\$6,901.79
C-5106 -2009 Ford F250 4x4 (Battalion Chief)	1FTSX21569EA15399 {E} 1294991	65,530	82,070		7/22/20 7/27/20 7/27/20	Les Schwab - Flat Tire Repair (0.00) US Bank - Misc. Parts, Gas Shock (\$276.84) Riebes - Filters, Oil, Anti Freeze, Spark Plugs, Ignition Coil, Misc. Parts (\$651.10)	\$927.94	\$6,287.62
E-5111 2015 Rosenbauer 4x4 (111 First Out)	54F2CB417FWM11449 {E} 1488122	19,474	51,566		7/21/20	Burtons - Relay Fuse (\$45.68)	\$45.68	\$30,503.29
E-5113 1991 KME 4x4	1HTSEPCR4NH415881 {E} 349699	80,306	86,524				\$0.00	\$17,230.98

Vehicle Description	VIN License Number	July 1, 2017/18 Beginning of Fiscal Year Mileage	20/21 FY Odometer Reading	Repair Hours / Comments (out of service, Misc., etc. if applicable)	Dates	Maintenance Performed (description)	JULY Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
SQ-5115 2003 Ford F350 4X4 (previously SQ-145)	1FDWF37P23ED60337 {E}1159107	42,236	43,474				\$0.00	\$12,527.86
WT-5116 2015 Kenworth	2NKHJ8X9FM437394 {E}1410351	2,230	3,552				\$0.00	\$2,680.22
SQ-5125 2008 Ford F350 (Previously SQ-115)	1FDWX37RX8EC15309 {E}1281212	99,175	106,869				\$0.00	\$7,385.68
WT-5126 2007 Kenworth	2NKMZ8X67M199258 {E} 1212617	16,891	19,080	OOS - Kenworth	7/24/20	ATR - Tow from Sta 112 Van De Hei to Sterling (\$810.00)	\$810.00	\$8,600.44
E-5141 2018 Rosenbauer (114 First Out)	54F2CA414JWM12044 {E}1369499	0	22,463		7/11/20 7/24/20	Burtens Fire - Wheel Chock Casting (\$97.54) Riebes - Misc. Parts (\$21.53)	\$119.07	\$6,926.28
WT-5146 1996 International	1HTSDADR7TH397632 {E} 035872	38,174	44,258		7/24/20	Riebes - Lights (\$18.83)	\$18.83	\$16,218.50
E-5148 2003 HME (reserve) (Previously E-5141)	44KFT42822WZ20024 {E}1159077	82,595	108,349				\$0.00	\$51,104.79
U-5210 2000 Ford Explorer 4x4	1FMPU16LXYLB47751 {E} 1022891	107,494	110,946				\$0.00	\$830.48
E-5211 1991 KME	1HTSDPCR9NH416110 {E} 366231	33,432	37,555				\$0.00	\$5,395.80
E-5214 2008 Ford F550	1FDAX57R58EB35812 {E}1281210	28,278	31,893				\$0.00	\$7,981.71
WT-5216 2015 Kenworth	2NKHJ8X7FM437393 {E}1410352	3,030	8,296				\$0.00	\$3,748.58

Vehicle Description	VIN License Number	July 1, 2017/18 Beginning of Fiscal Year Mileage	20/21 FY Odometer Reading	Repair Hours / Comments (out of service, Misc., etc. if applicable)	Dates	Maintenance Performed (description)	JULY Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
E-5221 2003 HME	44KFT42842WZ20025 {E} 1159078	97,576	127,260		7/24/20	Jackson Tire - 1 steel front wheel Rim Only & Mount (\$479.35)	\$479.35	\$41,695.54
E-5222 1991 KME	1HTSDPCRONH416111 {E} 349698	54,320	58,626				\$0.00	\$3,532.29
E-5223 1998 International	1HTSDADR6WH551543 {E} 993299	38,623	45,990	OOS (Shift Selector Problems; Transmission is being worked on)	7/31/20	Sterling - Transmission Selector Inconsistent Diagnosis Only, Remove & Replace Serpentine Belt (\$576.07)	\$576.07	\$13,336.70
E-5228 2000 HME (122 First Out)	44KFT4287YWZ19055 {E} 959496	-	41,631		7/24/20 7/30/20	Plymouth Ace Hardware - Misc. Parts (\$16.20) Burtons - Pump Related & AC System Replacement (\$8,781.34)	\$8,797.54	\$9,194.27
E-5231 1992 Freightliner	1FV6HLBB8NL481046 {E} 352799	63,292	66,618				\$0.00	\$10,626.80
E-5234 1992 Ford F350 4x4	2FDKF38G7NCA42025 {E} 292907	33,123	34,777				\$0.00	\$3,543.55
WT-5236 2007 Kenworth	2NKMHZ8X87M199259 {E} 1212616	9,833	11,516				\$0.00	\$1,855.78
E-5361 2016 Rosenbauer (116 First Out)	54F2CA512GWM11580 {E} 1425867	8,502	30,999		6/29/20 6/30/20 7/24/20 7/31/20	Cummins - Resolve High RPM Squeal, External Oil Leaks, A Service (\$901.53) JRCH Reimbursement - May (\$0.00) Riebes - Vent Filter (\$179.83) JRCH Reimbursement - June (\$-901.53)	-\$721.70	\$5,165.10
E-5364 2008 Ford F550 4x4	1FDAW57R38EC53893 {E} 1356272	32,581	38,364		7/31/20	JRCH Reimbursement - June (\$0.00)	\$0.00	\$16,197.34

Vehicle Description	VIN License Number	July 1, 2017/18 Beginning of Fiscal Year Mileage	20/21 FY Odometer Reading	Repair Hours / Comments (out of service, Misc., etc. if applicable)	Dates	Maintenance Performed (description)	JULY Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
E-5368 2007 E-ONE	4ENGAAA8371002458 {E} 1356273	62,266	95,178		6/9/20 6/19/20 7/31/20	Riebes - Misc. Parts (\$9.69) Jackson Tire - 4 New Rear Tires (\$2,114.80) JRCH Reimbursement - June (\$-2,124.49)	-\$2,124.49	\$30,622.69
							\$10,868.87	\$368,577.69

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. 391

Department Head Signature WN

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/18/2020</u>	

Agenda Title:

TRAINING REPORT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report of District Wide Training

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

Completed by _____

A new ATF is required from _____

Department
For meeting
of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

AMADOR FIRE PROTECTION DISTRICT

810 Court Street, Jackson California 95642-2132 (209) 223-6391



Training Hours:

Documented Hours in Emergency Reporting

June: 813:50

July: 797:20

Documented Online Training Hours in Target Solutions

June: 283:50

July: 325:00

Total Documented Hours

June: 1096:40

July: 1122:20

CAL JAC Hours

June: 195:30

July: 117:00

--

Battalion Chief Aaron Watkins
Amador Fire

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/18/2020</u>	

Department Head Signature WW

Agenda Title: VOLUNTEER FIRE ASSISTANCE GRANT AWARD

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

AFPD applied for a VFA Grant to purchase Wildland Personal Protective Equipment in the amount of \$9,992.47. This grant was awarded in the amount of \$4,996.24 administered by the State with the funding provided through the USDA Forest Service. The attached agreement is needed to proceed with the grant process.

Recommendation/Requested Action:

Approve resolution and authorize Chair to sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts n/a

AFPD is required to match \$4,996.24

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☒

No ☐

N/A ☐

Resolution Attached:

Yes ☒

No ☐

N/A ☐

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Committee Review?

N/A ☒

Name _____

Comments: _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions: _____

FOR CLERK USE ONLY

Meeting Date _____	Time _____	Item # _____
--------------------	------------	--------------

Board Action: Approved Yes _____ No _____ Unanimous Vote: Yes _____ No _____

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

**BEFORE THE BOARD OF DIRECTORS OF THE
Amador Fire Protection District
COUNTY OF Amador, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 20-

Approving the Department of Forestry and Fire Protection Agreement #7FG20001 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 Amador Fire Protection 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 2020-2021 up to and no more than the amount of \$4,996.24 .

BE IT FURTHER RESOLVED that Pat Crew, Chair of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Amador Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Amador Fire Protection District, at a regular meeting thereof, held on the 18th day of August, 2020, by the following vote:

AYES: Pat Crew, Frank Axe, Richard Forster, Jeff Brown, Brian Oneto

Signature, Board of Directors Member

NAYS: _____

Pat Crew, Chair

Printed Name and Title

ABSENT: _____

Signature, Board of Directors Member

Frank Axe, Vice President

Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----

ATTEST:

I Nicole Cook, Clerk of the Amador Fire Protection District,
County of Amador, California do hereby certify that this is a true and correct copy of the original Resolution Number 07

WITNESS MY HAND OR THE SEAL OF THE Amador Fire Protection District, on
this 18th day of August, 2020.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Clerk of the Board, Amador Fire Protection District
Title and Name of Local Agency

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

APPLICANT: Amador Fire Protection District
PROJECT TITLE: Volunteer Fire Assistance Program
GRANT AGREEMENT: 7FG20001

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2021.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed **\$4,996.24** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Amador Fire Protection District <hr/> Applicant	STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION <hr/>
--	---

By _____ Signature of Authorized Representative Title _____ Date _____	By _____ Title: Gabrielle Avina Staff Chief, Cooperative Fire Programs Date _____
---	--

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$4,996.24	GRANT AGREEMENT NUMBER 7FG20001		PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID				
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354020DG2012133		ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$4,996.24	GL UNIT 3540	BUD REF 001	CHAPTER 6/7	FUND 0001	ENY 2020
REPORTING STRUCTURE 35409206	SERVICE LOC 92698	ACCOUNT 5340580		ALT ACC 5340580002	

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

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER _____	DATE _____
--	------------

**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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 1**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Amador Fire Protection District

_____ 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. **APPROVAL:** 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. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** 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 CONTINGENCY 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 **\$4,996.24** 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. **LIMITATIONS:** 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 interest 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. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: Amador Fire Protection District
 810 Court Street
 Jackson, CA 95642
 Attention: Walter White
 Telephone Number(s): 209-223-6391
 FAX Number: 209-223-6646
 E-mail amadorfire@amadorgov.org and rhamre@amadorgov.org

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. PURPOSE: 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. COMBINING: 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. OVERRUNS: 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. UNDERRUNS: 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. EQUIPMENT INVENTORY: 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. AUDIT: 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. DISPUTES: 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. INDEMNIFICATION: 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. DRUG-FREE WORKPLACE REQUIREMENTS: 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 drug-free workplace;

- 3) 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. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2021.
- 23. **TERMINATION:** 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. **AMENDMENTS:** 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. **INDEPENDENT CONTRACTOR:** 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.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Amador Fire Protection District

7FG20001

Organization Name

PR/Award Number or Project Name

Pat Crew, Chair of Amador Fire Protection Board of Directors

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/18/2020</u>	

Department Head Signature _____

Agenda Title:

UPDATE ON ANNUAL BUSINESS INSPECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report only, no attachment(s)

Recommendation/Requested Action:

n/a

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☒

N/A ☒

Resolution Attached:

Yes ☐

No ☒

N/A ☒

Ordinance Attached

Yes ☐

No ☒

N/A ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes____ No____ Unanimous Vote: Yes____ No____

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/18/2020</u>	

Department Head Signature WW

Agenda Title: NEW POLICY OF RESIDENTIAL WATER TANK INSTALLATION

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

New policy of residential emergency storage water tank installation for incorporated Amador County, AFPD jurisdiction. The policy encompasses review and inspection of water tank installation(s). Benefits of AFPD inspection will be operational experience, location awareness, apparatus equipment and recorded in data base for future reference. Attachment is included. Discussion and possible action relative to water tank installation requirements.

Recommendation/Requested Action:

n/a

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☒

N/A ☒

Resolution Attached:

Yes ☐

No ☒

N/A ☒

Ordinance Attached

Yes ☐

No ☒

N/A ☒

Committee Review?

N/A ☒

Name

Committee Recommendation:

Comments:

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date

Time

Item #

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

Department

Completed by

For meeting

of

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

Amador Fire Protection District

810 Court Street, Jackson, CA 95642-2132

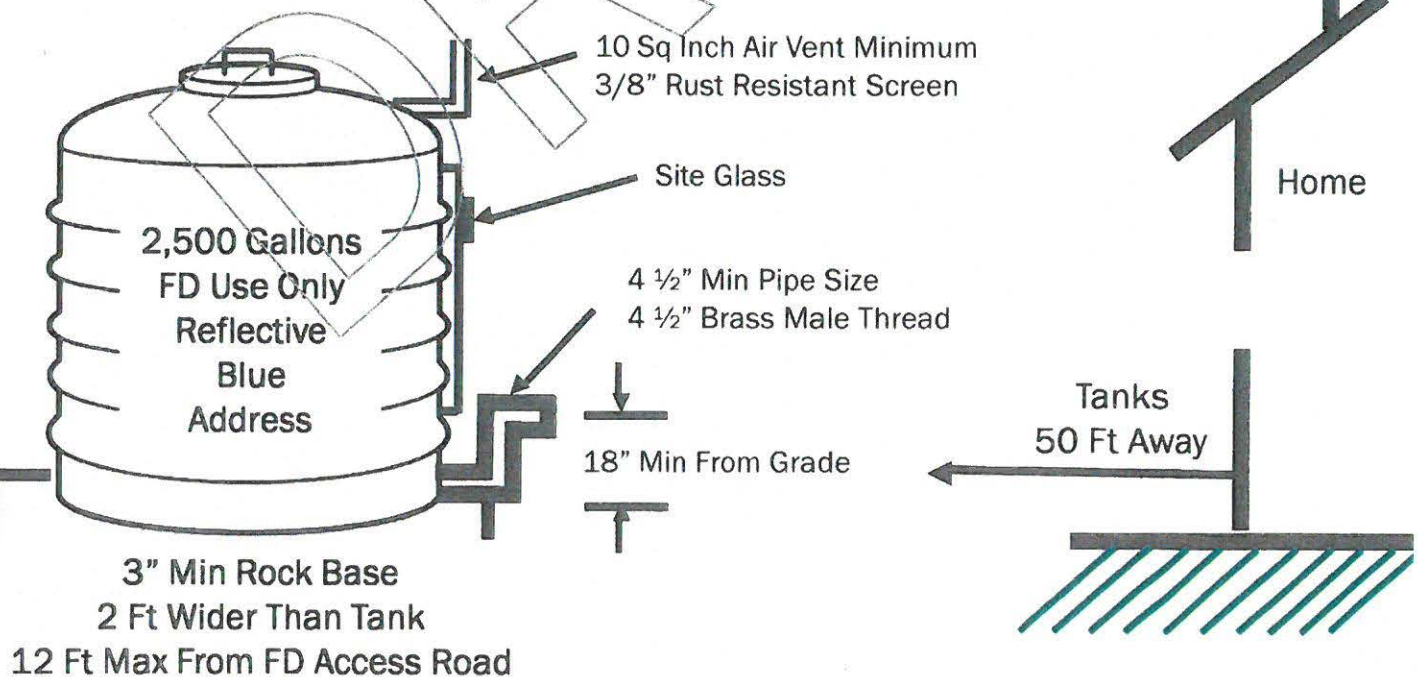
Phone 209-223-6391, www.amadorfire.org



Emergency Water Storage Tank Standard

Amador County Ordinance #15.30.360

1. 2500 gallons minimum water supply for fire department use only.
2. Minimum 50 feet from structures.
3. Maximum 12 feet from the fire department access road.
4. FD access road weight load shall hold 40,000 lbs. during all weather.
5. Brass outlet at least 18-inch off the ground.
6. Minimum Pipe Size shall be 4 ½-inch.
7. Outlet shall be a brass 4 ½-inch N.H.T male threads.
8. A water capacity indicator or site glass shall be provide.
9. Minimum 10 square inch air vent shall be provided.
10. Pad shall be minimum 3-inch rock base and 24-inches wider than the tank.
11. A blue reflective address mounted on the tank visible from the roadway.
12. Letterings for the mounted address shall be a minimum 4-inch in height with a minimum stroke width of ½ inch.
13. Tanks to be constructed of molded plastic, fiberglass or galvanized steel, not less than 12 gauge.



A site plan of the proposed tank location shall be submitted to AFD at the above address for review and approval prior to installation. A fee of \$176 will be charged for plan review and inspection. Any additional fees shall be paid prior to completion. Please contact our office if you have any further questions.

TANK LOCATION IS SUBJECT TO THE APPROVAL OF THE FIRE DEPT

Rev 8/5/20

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
08/18/2020

Department Head Signature NW

Agenda Title: 2019 California Code

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Discussion and possible action relative to ordinance 010 adopting the 2019 California Fire Code with local amendments. Public Hearing is set for Regular Agenda, October 20, 2020.

Recommendation/Requested Action:

Review Ordinance

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts

n/a

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☒

No ☐

N/A ☐

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions: _____

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

ORDINANCE NO. AFPD 010

AN ORDINANCE ADOPTING THE CALIFORNIA FIRE CODE WITHIN THE AMADOR FIRE PROTECTION DISTRICT

An ordinance of the Amador Fire Protection District adopting the 2019 edition of the California Fire Code, regulating and governing the safeguarding of life and property from fire and explosion hazards from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of buildings and premises in the Amador Fire Protection District

The Board of Directors of the Amador Fire Protection District does ordain as follows:

Section 1. **Repeal of Existing Ordinance**

Amador Fire Protection District Ordinance No. 006, An Ordinance Adopting the California Fire Code Within the Amador Fire Protection District, is hereby repealed in its entirety.

Section 2. **California Fire Code – Adopted By Reference**

Pursuant to California Health and Safety Code 13869, there is hereby adopted by the Board of Directors (Board) of the Amador Fire Protection District (District) for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials, and explosions, that certain code known as the “California Fire Code, Title 24, California Code of Regulations, Part 9” (Code), as published by the International Code Council, including the entire Chapter Five, Appendices Chapter 4, B, C, D, F, H, and I, and the whole thereof, save and except such portions as, deleted, modified or amended herein. A copy of this Code is available, for public use and examination, at the office of Clerk of the District. From the date on which this ordinance shall take effect, the provisions thereof shall be effective within the District.

Section 3. **Findings**

California Health and Safety Code, Section 13869.7, 17958.7, and 18941.5, allow for amendments reasonably necessary because of local climatic, geographical or topographical conditions. The District makes the following findings in support of local amendments to the Code.

A. The topography of the District presents several factors which impede response times: steep and narrow roadways, seasonal closure of roads due to snow and flooding, and insufficient water supplies.

B. The District includes elevations from 100 feet to over 5,000 feet which present problems for a timely response due to climatic conditions, from fog in the lowlands to snow at higher altitudes.

Section 4. **Amendments**

Based on the afore-cited topographical and climatic findings the District finds it necessary to amend the Code to provide additional fire safety measures in an attempt to reduce the severity of fire and potential loss of life and property. The Code adopted herein is hereby amended as set forth in this section.

Code section 903, Automatic Fire Sprinkler Systems, is amended to add the following:

A. In addition to the requirements specified in Section 903.2 of the Code, an automatic fire sprinkler system, as approved by the Fire Chief, shall be installed throughout in:

1. Every building hereafter constructed in which the total building area, as defined in Chapter Five of the 2019 California Building Code (CBC), is 5,000 square feet or greater.

Exceptions:

(a). The Fire Chief may waive this requirement if the building is divided into areas of less than 5,000 square feet by the construction of fire walls pursuant to requirements of Section 706 of the CBC.

(b). Agricultural Building as defined Section 202 of the CBC. *

(c). Residential buildings built pursuant to Amador County Code , Chapter 15.10 (LDRD)

2. Existing buildings, for which the initial building permit for the building was issued after December 29, 1994, where modifications increase the total building area, as defined in section 502 of the CBC, to 5,000 square feet or greater. (Note: 12/29/1994 was the effective date of the District's first ordinance requiring installation of sprinkler's in buildings 5,000 square foot or larger.)

Exceptions:

(a). The Fire Chief may waive this requirement if the building is divided into areas of less than 5,000 square feet by the construction of fire walls pursuant to requirements of Section 706 of the CBC.

(b). Agricultural Building as defined Section 202 of the CBC. *

3. Existing buildings constructed prior to December 29, 1994 with a total building area, as defined in section 502 of the CBC, of 5,000 square feet or larger, when there is a change in character of the occupancy or use of any building which may in the opinion of the Fire Chief increase or cause to increase the threat of fire or threat to life and property.

Exception:

Agricultural Buildings as defined in Section 202 of the CBC. *

B. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. The fire control room shall contain all system control valves, fire alarm control panels and other fire equipment required by the Fire Chief. Fire control rooms shall be located within the building at a location approved by the Fire Chief, and shall be provided with a means to access the room directly from the exterior of the building. Durable signage shall be provided on the exterior side of the access door to identify the fire control room. Access to the room shall be provided by a District approved key system.

Exception:

Residential Group R-3 as defined in Section 310 of the CBC. **

Each of the amendments above is based on both findings, A. (topographical) and B. (climatic), as set forth in Section 3.

4. Unwarranted Fire Alarm Responses. A property owner shall receive an invoice as a result of continuous malfunction of their existing fire protection system. Three false alarms within a 30 day period shall result in receiving such invoice to the place of business at a cost not to exceed \$264. Each additional unwarranted alarms within the same 30 day period shall be increased to \$88 per alarm.

NOTE: The purpose of the ordinance is to encourage the property owners to maintain their fire protection system as required within the California Fire Code.

5. The designated fire lanes shall be cleared and unobstructed at all times in accordance with the California Fire Code. The designated fire lane shall be 20 feet wide unobstructed with the interior and exterior turning radii of 34 and 54 respectively and with a vertical clearance of 15 feet.

6. In accordance with the California Fire Code, the Fire Chief is authorized to issue operating permits based on the hazards and operations identified in Section 105.6 of this code.

*Section 202 defines "Agricultural Building" as a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

**Section 310 (in part) defines "Residential Group R-3" as one or two family dwellings; townhouses not more than three stories above grade in height with a separate means of egress; adult or child daycare facilities that provide accommodations for clients for less than 24 hours; congregate living facilities with 16 or fewer persons.

Section 5. Enforcement

The Code herein adopted shall be enforced by the Fire Chief of the District or his designee.

Section 6. Appeals

An application for appeal shall be based on a claim that the intent of the Code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equivalent method of protection or safety is proposed.

Any person aggrieved by any decision of the Fire Chief, may appeal to the Board by filing a written application of appeal with the Clerk of the Board within thirty (30) days from the date such decision was made.

Section 7. Penalties

Chapter 1, Section 109.3, Violation Penalties:

Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Chief, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding one hundred eighty (180) days, or both such fine and imprisonment. When not otherwise specified by the Fire Chief, each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 8. Notification

Pursuant to Health and Safety Code Section 13869.7, not less than 30 days prior to the District noticing a public hearing on this Ordinance, the District has provided a copy of the proposed ordinance to the County of Amador (County).

Section 9. Ratification and Filing

Pursuant to Health and Safety Code Section 13869.7(c), this Ordinance shall not become effective until ratification by the County. Upon ratification the County shall file a copy of this Ordinance, which includes the required findings of the District, with the Department of Housing and Community Development.

Section 10. **Validity**

The Board hereby declares that should any portion of this ordinance or of the Code hereby adopted be declared for any reason to be invalid, it is the intent of the Board that it would have passed all other portions of this ordinance independent of the elimination therefrom of any such portion as may be declared invalid.

Section 11. **Publication and Effective Date**

This Ordinance or a summary thereof shall be published in the manner prescribed in Government Code 25124, but not before ratification and required filings by the County as provided for in Health and Safety Code Section 13869.7(c). This Ordinance shall take effect and be in full force thirty (30) days following said publication.

The foregoing ordinance was duly passed and adopted by the Board of Directors of the Amador Fire Protection District at a regular meeting thereof, held on the 15th day of September 2020 by the following vote:

AYES:

NOES:

ABSENT:

Pat Crew, Chair, Board of Directors

ATTEST:

Nicole Cook, Clerk of the
Amador Fire Protection District
Amador County, California

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

Department Head Signature WW

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:

08/18/2020

Agenda Title: SAVE "Supplying Aid to Victims of Emergency" Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Discussion relative to non profit 501(c)(3) California Fire Foundation (CFF) program with the mission to provide victim assistance, to offer emergency financial assistance to fire and natural disaster victims. CFF aims to provide immediate short-term support in the aftermath of a fire or other natural disaster to displaced victims. AFPD supports this cause and believes could be beneficial if needed in a crisis. There is no fiscal impact on the District.

Recommendation/Requested Action:

Approve

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts None

Is a 4/5ths vote required?

Yes ☐

No ☐

Contract Attached:

Yes ☒

No ☐

N/A ☐

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions: _____

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk



*Serving firefighters, their families
and their communities*

California Fire Foundation (Party A or CFF), and
being the lead partner

California Fire Department (Party B), and
Fire Chief must sign MOU

**Corresponding Recognized Bargaining Unit (s) or Association (s) for "firefighters," as
that term is defined in Section 19886 of the Government Code (Party C),**
President or Lead Representative must sign MOU for each corresponding recognized
bargaining unit or association. for the project, entitled **SAVE.**

Preamble:

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of all parties as they relate to the CFF's *Supplying Aid to Victims of Emergency* (SAVE) program. The CFF is a non-profit 501 (c)(3) organization providing emotional and financial assistance to families of fallen firefighters, firefighters and the communities they protect. Formed in 1987 by California Professional Firefighters, the CFF's mandate includes an array of survivor and victim assistance projects and community initiatives.

Objective:

As part of its mission to provide victim assistance, the CFF (www.CAFireFoundation.org) has launched the SAVE program, to offer emergency financial assistance to fire and natural disaster victims. Through the SAVE program, the CFF aims to provide immediate short-term support in the aftermath of a fire or other natural disaster to displaced victims. Working together with the CFF, firefighters throughout the state of California, will distribute gift cards, in an amount designated by CFF at a minimum of \$250, to eligible victims of fire or other natural disaster so they may purchase basic necessities such as food, clothing or medicine. Firefighters working with the CFF on the SAVE program provide assurance that those impacted by disaster will receive instant, direct relief before, during and after the alarm. All parties will work together in partnership to ensure the program is executed and overseen efficiently and effectively. All parties will work cohesively with CFF to ensure each party is carrying out their roles and responsibilities accordingly.

Lead partner and partners of the agreement:

The Partnership is led by:

[Chair of the California Fire Foundation, 1780 Creekside Oaks, Sacramento, CA 95833]

and consists of the following partners:

[Fire Department, Fire Chief; Corresponding Recognized Bargaining Unit (s) or Association (s) for "firefighters", President or Lead Representative for each corresponding recognized bargaining unit or association].

Management arrangements:

1. Parties included in operation of SAVE:
 - a) CFF - California Fire Foundation (Chair of the CFF and/or the designee)
 - b) Party B - Local Fire Department
 - c) Party C - Corresponding Recognized Bargaining Unit (s) or Association(s) for "firefighters"
2. CFF Roles/Responsibilities:
 - a) SAVE program executor and facilitator
 - b) Provider and initial distributor of SAVE gift cards
 - c) Overseer of usage, will monitor SAVE gift card activity
 - d) Maintains ultimate financial accountability for SAVE program
3. Party B / Party C Roles and Responsibilities:
 - a) If the Fire Chief does not remain the main point of contact to manage the program for Party B, then Party B will appoint a point of contact (Operations Chief or Division Chief or equivalent) to oversee program for respective department.
 - b) Party C to appoint lead representative (s) to oversee program for respective recognized Bargaining Unit (s) or Association (s) for "firefighters".
 - c) Party B oversees secure handling and internal distribution of SAVE gift cards.
 - d) Party B maintains oversight and accountability of SAVE gift card inventory.
 - e) Party B maintains oversight of educating and regular communication to participating firefighters on guidelines/protocol of program.
 - f) Party B appoints distributors (such as the incident commander) of SAVE gift cards to fire or natural disaster victim.
 - g) Party B provides post incident reporting to CFF upon usage of card.
 - h) Parties B and C agree to read and review the enclosed sample SAVE Standard Operating Guidelines (SOG) in Appendix III. Parties B and C may adopt the procedures/protocol set forth in the sample SOG, or develop an alternative SOG document to be reviewed and approved by CFF. Should Parties B and C agree to adopt the sample SOG in Appendix III, they need to sign in the designated area in the SOG and send the signed SOG back to CFF with the MOU.
 - i) Parties B and C agree to review and comply with the policies and procedures contained in Appendices I -V.
 - j) Parties B and C understand that if, at any time, either has reason to believe that a SAVE card has been used fraudulently or activated inappropriately, either Party is required to immediately report the misuse to the CFF by email at save@cpf.org or by phone at (916) 641-1707 or (800) 890-3213.

General Conditions:

1. **Partnership:** The members of the partnership have **jointly** agreed to this MOU in which the intentions and agreements have been described for the SAVE program. The partners also agree on the following:

1.1 Responsibilities:

Party B agrees to be accountable for keeping inventory of SAVE cards, disbursement of SAVE cards and alerting CFF to any indiscretions.

1.2 Collaborative Partnership:

Both Parties B and C agree to work together in a collaborative arrangement regarding the SAVE program and hold periodic meetings together in order to ensure that participating firefighters are following protocol, utilizing the SAVE cards efficiently and effectively and addressing/resolving any potential issues that may arise.

1.3 Press:

Both Parties B and C agree to provide CFF with communication about the success of the SAVE program in order to help CFF promote SAVE's positive impact in the community, which will ultimately aid CFF's efforts in program funding and expansion. When legally and operationally appropriate, Parties B and C agree to grant CFF access to SAVE-related experiences. This includes but is not limited to: Firsthand accounts from Parties B and C demonstrating how the program is succeeding, opportunities for CFF to secure ride-alongs, photo/interview opportunities with participating firefighters (and victims, when is reasonably feasible) and other opportunities as needed and appropriate.

1.4 Training and Awareness:

Parties B and C may adopt the procedures/protocol set forth in the sample SOG, or develop an alternative SOG document to be reviewed and approved by CFF. Should Parties B and C agree to adopt the sample SOG in Appendix III, they need to sign in the designated area in the SOG and send the signed SOG back to CFF with the MOU.

Party B agrees to train its participating firefighters on SAVE by sharing and reviewing the procedures set forth in the selected SOG with participants.

Both Parties B and C agree to promote awareness of the program among their participating firefighters, **regularly** reminding participants about the program and procedures via meetings and e-communication. It will be important for Parties B and C to regularly remind participating firefighters about the SAVE program so that activating a SAVE card becomes part of their everyday routine rather than an afterthought. Opportunities to order SAVE stickers, decals or magnets will be available to Party B in order to utilize visual daily reminders of the program.

Both Parties B and C agree to review the public relations tips and talking points listed in Appendix IV.

2. **Time frame:** The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences upon signature of all parties, contingent upon Party B sending the information to CFF as required in Appendix I. The term only expires upon written notification of intention to terminate from the program by either Party B or Party C. Alternatively, the term expires if CFF decides to terminate the SAVE program. Open enrollment for the program will be determined at the discretion of CFF.
3. **Eligibility:** Parties B and C declare that they:
 - Have discussed and met with each other and mutually agree to joint participation in the SAVE program.CFF declares that:
 - it is in good financial standing to ensure continuity during project implementation and execution,
 - it is equipped to oversee management of the SAVE program and to mitigate problems or issues that may arise during the implementation or execution of the program.
 - it has conducted a beta test of the SAVE program in the local Sacramento area and is prepared to conduct the program on a statewide scale.
4. **Expenditures:** Parties B and C incur NO financial cost to participate in this program.
5. **Project management:** Party B agrees to:
 - Communicate to CFF who the on-scene distributors of the SAVE cards are and relay those names and their contact information to CFF.
 - If the Fire Chief will not act as the main liaison for Party B, then the Party B Fire Chief must assign a main point of contact for the department (For example: the Operations Chief, Division Chief or equivalent) to handle all communication regarding SAVE with CFF and Party C. The main point of contact for Party B will also communicate with Party B's participating designees in the department.
6. **SAVE Card Marketing Restrictions:** Parties B and C understand that they are not to alter the physical SAVE gift card in any way. Parties B and C also understand that they are not to alter the card carrier that the SAVE card is affixed to, which describes the SAVE program, provides information about CFF, and guidelines for using the card. If either party B or C wishes to include ADDITIONAL information together with the SAVE card and the card carrier that it is affixed to, then the information must first be sent to CFF for approval before being disseminated. Additionally, that supplemental information must be drafted as a collaborative effort between Parties B and C. If either Party B or C does not comply with the above, they will be in violation of this MOU and may be terminated from the partnership.
7. **Withdrawal:** if either Party B or Party C no longer desires to be part of the partnership, a notice of thirty days is required to CFF. If either aforementioned partner notifies CFF of voluntary termination from the partnership, then the partnership is no longer valid and Party B is required to send back to CFF all remaining SAVE cards.

If due to reasons of misconduct, CFF decides that one of the partners should no longer be part of the partnership, the aforementioned party will be terminated from the partnership.

If due to unforeseen reasons, CFF decides to terminate the SAVE program, both Parties B and C will be notified immediately and instructed in how to terminate their involvement. In this case, Party B is required to send back to CFF all remaining SAVE cards.

8. **Breach of Conduct, theft and misappropriation of funds:** general rules of good conduct are to be maintained by all staff active in the project at any time. Any occurrence, related with misuse of money or assets, shall not be tolerated and shall be immediately reported to CFF. If Party B or Party C are determined to be guilty of such aforementioned activity, the respective party will be held financially liable.
9. The following appendix are part and parcel of this MOU:
 - Partnership Proposal submitted to all Parties,
 - Appendices I - VThis MOU has been established in 3 originals, one original for each member of the partnership.
10. This MOU will enter into force at the moment that all partners have signed the MOU, contingent upon Party B sending over ALL REQUIRED information to CFF as STATED in Appendix I.
11. If any section of the MOU is modified by CFF in the future, CFF will send an updated MOU to Parties B and C.
12. In case of dispute, the parties involved will endeavor in good faith to come to an arrangement acceptable to all parties, before seeking judicial action and/or seek arbitration.

Signatures and dates:

[Authorized signature from Party B –
Fire Chief, Fire Department]

[Authorized signature(s) from Party C –
President (s) or Lead Representative
(s) for Corresponding Recognized
Bargaining Unit (s) or Association (s)]

[Print name of - Fire Chief, Fire
Department (Party B)]

[Print name (s) of – President (s) or
Lead Representative (s) for
Corresponding Recognized Bargaining
Unit (s) or Association (s) (Party C)]

Date

Date

[Authorized signature from CFF – Chair,
California Fire Foundation]

Date

Brian Rice

[Print name of - Chair, California Fire
Foundation (CFF)]

Please provide contact information for both Party B and Party C Signatories

Party B:

Email: _____

Phone: _____

Party C:

Email: _____

Phone: _____

Please send hard copy of MOU, AND required information as stated in Appendix I, to:

California Fire Foundation

1780 Creekside Oaks
Sacramento, CA 95833

Or email a signed/scanned copy to: save@cpf.org

APPENDIX I
ENCLOSURES TO SEND BACK TO CFF WITH SIGNED MOU

- 1) With signature of MOU, Party B must RETURN the following to CFF otherwise the MOU is not valid:
 - Send excel sheet to CFF including the following information:
 - o Department **Main Point of Contact** for Program Management (This person will be the point of contact to receive/accept the SAVE letters/cards. This person [such as an Operations Chief] will also distribute the SAVE letters/cards to participating designees in the department who will be in charge of monitoring/activating SAVE cards.), including their:
 - Name
 - Email
 - Cell Phone
 - Department Phone
 - Mailing Address
 - o AND participating **designees who will be in charge of monitoring/activating SAVE cards (such as an Incident Commander)**, including their:
 - Name
 - Email address
 - Cell-phone
 - Signed enclosed SOG by both Parties B and C, if Parties B and C agree to abide by the sample SOG enclosed. If both Parties B and C wish to adopt and develop an alternative SOG document, then Party B must submit a copy of their proposed mutually agreed upon SOG for review and approval to CFF.
- 2) Party B must comply with the following:
 - Authorize that the assigned point of contact (as described above) will be responsible for acceptance of SAVE cards, and delivery of SAVE cards to participating designees.
 - Be available to discuss issues that may come up regarding the SAVE program.
 - Update the Foundation on changes in staff resulting in participating designees.

APPENDIX II
PROCEDURES FOR ACTIVATING SAVE CARDS:

1. **To activate a SAVE gift card, follow the below procedures:**

- a. Call 800-955-7398. **NOTE: Do not use the 800# printed on the card. The 800# on the card is for the victim's use.**
- b. When prompted, enter your unique **6 digit activation code** followed by the # key.

NOTE: Each IC/BC's 6 digit activation code is listed on his/her personally addressed letter from the California Fire Foundation.

- c. When prompted, enter the card's admin number followed by the # key.
The admin number is visible through the envelope window.
- d. Please allow 1 to 2 minutes for the system to validate the card's admin number.
- e. After the admin number is validated, you will hear: "Admin 1234567 was activated. The admin 1234567 balance is \$250."

NOTE: If at any time you are unable to activate your card, press 0 to speak to customer service. Once speaking to the customer service representative, please state that you are a Fire Chief or Incident Commander participating in the SAVE Program – this will ensure that the customer service rep is able to properly diagnose your problem and provide the best possible help.

- f. To activate an additional card, press 1.

2. Once activated, the Designee will mark down the card admin number that was activated and follow the below steps:

- a. The Designee will mark down the card admin number that was activated and then provide the card to the victim, which will come attached to a piece of paper that includes SAVE program information for them.
- b. Then, later, the Designee will enter a SAVE-post-report.
- c. Upon entry of the incident report, the Designee shall visit the following SAVE link as soon as feasibly possible to complete a quick 30 second post-SAVE-incident-form: <https://caproff.wufoo.com/forms/save-ic-reporting-form/> and submit the following information for the CFF: Designee name, Designee email, Designee phone#, Unique Designee passcode, Unique activated gift card admin number, NFIRS#, Date, and any other information requested. This data will be posted and submitted by the Designees and sent to the CFF immediately following incident.
- d. **PLEASE NOTE:** Should a user error or any other type of error occur during the SAVE-post-report, it is ok. Simply email save@cpf.org with your error information and someone will respond with next steps within the next 24 hours.
- e. CFF will compile reports based on above data to assess status according to the following schedule: 10 days after launch, then every month thereafter.
- f. CFF requires the above information in order to facilitate financial settlement and to track card activity.

APPENDIX III

SAMPLE - SAVE OPERATING GUIDELINES

OBJECTIVE

As part of their mission to provide victim assistance, the California Fire Foundation (www.CAFireFoundation.org) has launched the Supplying Aid to Victims of Emergency (SAVE) program, to offer emergency financial assistance to fire and natural disaster victims. Through the SAVE program, the California Fire Foundation (CFF) aims to provide immediate short-term support in the aftermath of a fire or other natural disaster to displaced victims. Working together with the CFF, firefighters throughout the state of California, will distribute gift cards, in the amount of \$250, to eligible victims of fire or other natural disaster so they may purchase basic necessities such as food, clothing or medicine. Firefighters working with the CFF on the SAVE program provide assurance that those impacted by disaster will receive instant, direct relief before, during and after the alarm.

BACKGROUND

The California Fire Foundation is a non-profit 501 (c)(3) organization providing emotional and financial assistance to families of fallen firefighters, firefighters and the communities they protect. Formed in 1987 by California Professional Firefighters, the California Fire Foundation's mandate includes an array of survivor and victim assistance projects and community initiatives. The CFF is funding the SAVE program, in part, by specialty license plates available only to firefighters. For more information about the license plates or to order yours, visit: cafirefoundation.org.

IMPLEMENTATION

1. Program Strategy
 4. Start date: By Fall, 2014
 5. SAVE Cards will be distributed to Party B at the discretion of the CFF
 6. Number of SAVE cards will be distributed based on program data
2. Gift Card Information
 1. Each gift card will be worth \$250 until otherwise noted.
 2. Proration of cards per agency will be based upon statistical analysis of working fires on an ongoing basis
 3. Gift cards are regional assets – reallocation will occur as a normal course of business to maximize opportunity for distribution
 4. Distribution of cards to victims will be determined by Incident Commanders

DEFINITIONS

1. Disaster is defined by this program as the following:
 - a. Fire
 - b. Earthquake
 - c. Flooding
 - d. Landslides/Mudslides
2. Items defined as basic allowable necessities for this program:
 - a. Food/Water
 - b. Over-the-counter or prescription medication as medically needed
 - c. Gas
 - d. Shelter as provided by a hotel/motel
 - e. Clothing to replace any destroyed articles of clothing
 - f. Basic household necessities

POLICY

1. Recipients:
 - a. Eligible Gift Card Recipients:
 - i. Residents impacted by fire or other natural disaster with a minimum of 25% damage to the property where they reside
 - b. Ineligible Gift Card Recipients:
 - i. Businesses
 - ii. Victims of crisis or emergencies not impacted by damage caused by fire or natural disaster such as car crashes, evacuees forced to flee due to pending wildfires, or those victims who do not incur 25% damage to their residential property
2. Allocation
 - a. Gift card allocation:
 - i. Only 1 gift card will be provided per occupancy involved in the incident regardless of whether the victim is an individual or a family. A gift card shall be provided to the individual residing full-time at the damaged occupancy, regardless of whether that individual is a renter or a home-owner.
 - b. Gift card expiration date:
 - i. Each card contains an expiration date of 8 years past the date of card printing. If there are SAVE cards remaining with Party B at time of expiration that are inactive, they will be cancelled.

CARD DELIVERY TO DEPARTMENTS:

1. Prior to the start of the program, the CFF will send a portion of gift cards to Party B addressed to the named point of contact as mentioned in Appendix I.
2. In addition to the cards, Party B main point of contact will receive a spreadsheet listing all the cards by admin number (each SAVE card's admin number is printed on the carrier). Upon receipt of the cards, the Party B main point of contact will distribute an allotment of cards to their respective participating Incident Commanders and record/file which Incident Commander is receiving which admin number on the spreadsheet provided. This process is to facilitate keeping track of all SAVE cards provided to each department. The number of cards each department and each Incident Commander receives shall be based on incident response data tied to the department and the Incident Commander.

3. Additionally, along with the gift cards, the participating Party B main point of contact will separately receive **SEALED** personalized letters addressed to each participating, respective Incident Commander that will contain the Incident Commander's **unique passcode**. Each Party B main point of contact will give the **SEALED** letters to their respective Incident Commander
4. Each passcode is 6 digits long and each participating Incident Commander will be assigned a unique one. Incident Commanders should memorize or keep the passcode with them when running calls (Tip: Incident Commanders can keep their passcode in their mobile phone for easy access).

SAVE ACTIVATION PROCEDURE:

1. On scene Incident Commander (IC) will be sole authorized fire personnel in charge of gift card issuance.
2. In order to receive gift card relief assistance, there must be at least **25% damage minimum** to a victim's property caused by fire or other natural disaster responded to by a firefighter.
3. On scene IC will be charged as the decision maker to assess whether property damage meets the 25% minimum.
4. On scene IC will be designated personnel to carry through with reported information post incident.
5. All designated ICs, as assigned by the department, will be designated a unique passcode.
6. If IC assesses the property damage meets the minimum 25% required in order to distribute SAVE gift card, the IC shall issue one gift card per occupancy involved in the incident. To activate a SAVE gift card, follow the below procedures:
 - a. Call 800-955-7398. NOTE: Do not use the 800# printed on the card. The 800# on the card is for the victim's use.
 - b. When prompted, enter your unique **6 digit activation code** followed by the # key.
NOTE: Each IC/BC's 6 digit activation code is listed on his/her personally addressed letter from the California Fire Foundation.
 - c. When prompted, enter the card's admin number followed by the # key.
The admin number is visible through the envelope window.
 - d. Please allow 1 to 2 minutes for the system to validate the card's admin number.
 - e. After the admin number is validated, you will hear "Admin 1234567 was activated. The admin 1234567 balance is \$250."
NOTE: If at any time you are unable to activate your card, press 0 to speak to customer service.
 - f. To activate an additional card, press 1.

7. Once activated, the IC will mark down the card admin number that was activated and follow the below steps:
 - a. The Designee will mark down the card admin number that was activated and then provide the card to the victim, which will come attached to a piece of paper that includes SAVE program information for them.
 - b. Then, later, the Designee will enter a SAVE-post-report.
 - c. Upon entry of the incident report, the Designee shall visit the following SAVE link as soon as feasibly possible to complete a quick 30 second post-SAVE-incident-form: cafirefoundation.org/savereport and submit the following information for the CFF: Designee name, Designee email, Designee phone#, Unique Designee passcode, Unique activated gift card admin number, NFIRS#, Date, and any other information requested. This data will be posted and submitted by the Designees and sent to the CFF immediately following incident.

AUDITS & EVALUATIONS

1. SAVE Audit:
 - a. Quarterly, the CFF will call participating departments to make necessary adjustments and assess the function of the program.
 - b. The CFF will require data from ICs via post-incident-forms as described earlier.
2. SAVE Evaluation:
 - a. Each gift card will be tracked by unique IC code and activation code and will link to a report provided by card issuer company detailing:
 - i. Items purchased and/or establishment where card was used
 - ii. Total amount used on the card
 - iii. Date/time the card was used
 - b. Each report from the IC sent to the CFF upon issuance of gift card will provide: Unique IC passcode, Unique gift card number, NFIRS#, Date, Time
 - c. NFIRS# will tell us property protected versus loss by giving us the amount of property content value and the amount of property content loss
 - d. The CFF will match the card sales report to the report received by the IC to verify authorized use of funds and card activity
 - e. From these reports, we will be able to determine:
 - i. Average number of cards used
 - ii. Type of use
 - iii. Frequency of use
 - iv. We will also be able to examine whether the 25% threshold was adhered to and whether this system is a model for rolling out a statewide program

Please sign below and return to CFF with signed MOU if you agree to comply with the above SOG:

Signatures and dates:

Walt White

[Authorized signature from Party B – Fire Chief, Fire Department]

R. Crowder

[Authorized signature(s) from Party C – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (s) or Association (s)]

WALT WHITE - AFD

[Print name of - Fire Chief, Fire Department (Party B)]

Ryan Crowder Local 5181 Preside

[Print name (s) of – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (s) or Association (s) (Party C)]

7-23-2020

Date

8/6/2020

Date

[Authorized signature from CFF – Chair, California Fire Foundation]

Date

Brian Rice

[Print name of - Chair, California Fire Foundation (CFF)]

Please send hard copy along with MOU to:
California Fire Foundation
1780 Creekside Oaks
Sacramento, CA 95833

OR - email a signed/scanned copy to: save@cpf.org

Please sign below and return to CFF with signed MOU and SOG if you agree to comply with the following:

I acknowledge that the Party B main point of contact will be responsible for tracking the inventory of any and all SAVE cards received from CFF. I understand that CFF will audit Party B, semi-annually, in order to ensure that all SAVE cards that have not been activated are accounted for.

Signatures and dates:

[Authorized signature from Party B – Fire Chief, Fire Department]

[Authorized signature(s) from Party C – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (t) or Association (s)]

[Print name of - Fire Chief, Fire Department (Party B)]

[Print name (s) of – President (s) or Lead Representative (s) for Corresponding Recognized Bargaining Unit (s) or Association (s) (Party C)]

Date

Date

[Authorized signature from CFF – Chair, California Fire Foundation]

Date

Brian Rice

[Print name of - Chair, California Fire Foundation (CFF)]

Please send hard copy along with MOU to:
California Fire Foundation
1780 Creekside Oaks
Sacramento, CA 95833

OR - email a signed/scanned copy to: save@cpf.org

APPENDIX IV
PUBLIC RELATIONS GUIDELINES

Should any participating firefighter, who has provided a SAVE card to a victim, be captured on scene on film by the news, the participating firefighter should always remember to discuss SAVE and how the program works.

Points to remember when talking to the press/news about a recent incident that may have required a SAVE card activation:

- SAVE is a program of the California Fire Foundation, a non-profit organization aiding fallen firefighter families, firefighters and the communities they serve.
- SAVE is a program funded by the California Fire Foundation that provides immediate short, term relief to victims of fire or other natural disaster.
- The SAVE program is designed to bring immediate relief to disaster victims via a \$250 gift card that they can use to purchase food, clothing or other basic necessities such as medicine.
- Victims of fire or other natural disaster do not need to fill out any questionnaires or answer any questions in order to receive their \$250 gift card; they simply must have incurred at least 25% damage to their household in order to receive a card.
- Activation of the card is instant and immediately upon activation, the card can be used anywhere that MasterCard is accepted.

APPENDIX V DEFINITIONS

Section 19886: As used in this article the term "firefighter of the state" or "firefighter" shall be deemed to include a member of a fire department or fire service of the state, including the University of California, whether these members are volunteer, partly paid, or fully paid, excepting those whose principal duties are clerical, such as stenographers, telephone operators and other workers not engaged in fire-suppression or rescue operations or the protection or preservation of life or property. These firefighters shall be regularly employed, or in the case of a volunteer, shall be regularly enrolled as such.

APPENDIX VI
LARGE-SCALE DISASTERS AND EMERGENCIES

The suggested SOG contained within this MOU may not outline the best course of action for card distribution/activation in cases of large-scale wildfires, earthquakes, floods, or mudslides that cause mass evacuations in your community. If your department is a responding agency under these circumstances, please refer to the suggested protocol below:

-In the event that a large-scale emergency situation occurs, the department's SAVE designees as appointed per the SOG, may not be able to assist during this time, as they may be on the frontlines. Therefore, the department shall plan ahead accordingly to appoint 'emergency designee (s)' to distribute SAVE cards.

-The department should be prepared to dispatch such 'emergency designees' to activate and distribute SAVE cards to eligible victims, whether the distribution occurs at a Cal-OES coordinated Local Assistance Center or evacuation center, or directly on-scene. An 'emergency designee' does not need to be an IC.

-Should a large-scale disaster occur, the department shall immediately contact CFF in order to:

- Obtain allocated 'disaster assistance' SAVE cards
- Obtain a ***special passcode*** to activate such 'disaster assistance' SAVE cards
- Relay the distribution plan of the 'disaster assistance' SAVE cards

-You may call the office at (916) 641-1707 or email save@cpf.org.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session

Meeting Date Requested:

08/18/2020

Department Head Signature WW

Agenda Title: FIREFIGHTERS OATH OF OFFICE PRESENTATION

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Presentation of Firefighters Oath of Office to New Volunteers

Recommendation/Requested Action:

Public Presentation

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts n/a

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

n/a

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08/18/2020

From: Walter White
(Department Head - please type)

Phone Ext. x391

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/18/2020</u>	

Department Head Signature WW

Agenda Title: MINUTES

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Review and approval of the Board of Directors regular minutes of July 21, 2020 as presented or revised.

Recommendation/Requested Action:

Approve minutes as presented or revised

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts n/a

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

n/a

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

**AMADOR FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

Meeting Was Recorded

Jackson, California
Tuesday, July 21, 2020
10:29 a.m.

The Board of Directors of the Amador Fire Protection District met in the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present:

Pat Crew, Chair, Director
Frank Axe, Vice Chair, Director
Richard Forster, Director
Brian Oneto, Director
Jeff Brown, Director

Absent: None

Staff:

Walter White, Fire Chief
Nicole Cook, Clerk of the Board

*****It should be noted at this time Director Crew made the following announcement relative to the closed session meeting held on Tuesday, June 16, 2020 "this room was being occupied so we could not report out so I am reporting out at the end of closed session June 16th on public employee discipline dismissal release it was moved by Director Axe, seconded by Director Forster with direction authorizing the Chief to release dismiss or accept the resignation of the Volunteer and carried to approve 4-1-0, with ayes from Crew, Axe, Forster Brown and nay by Director Oneto and that reading is reflective in the Minutes that will be approved in the meeting later today.**

AGENDA

MOTION: It was moved by Director Axed seconded by Director Oneto, and carried to approve the agenda as presented.

PUBLIC MATTERS NOT ON THE AGENDA: John Colburn, City of Plymouth addressed the Board of Directors his frustration with finding today's agenda and meeting details on the website. Greg Gillott, County Council assured Mr. Colburn that though it may not be easy to find it is located on the Amador Fire website.

Jamie Lubenko addressed the Board of Directors apologizing for not having Director Crews correct phone number, assured the Board that she is not here to dismiss other people's opinions and urged them not to dismiss the 530 petition signatures of bringing Volunteer Battalion Chief A. Moreno back to AFD. Jamie addressed Director Crew and asked the status of the follow-up with Volunteers. Director Crew and Director Axe to meet with Volunteers.

Keith White, City of Plymouth addressed the Board of Directors that Plymouth was fortunate to have fireworks within the city of Plymouth, Mr. Moreno was there to ensure safety. I have also heard from Mr. White (Chief), Director Oneto and Director Forster. Thank you for reaching out.

Director Oneto to Keith White, asked if he was “concerned” or “unhappy” with the dismissal of Antonio Moreno. Keith replied “unhappy”.

Diane Bennett of Fiddletown addressed the Board of Directors expressing her unhappiness with the Board of Directors decision and would like to see Antonio reinstated.

Mark Merrick of Fiddletown of 20 years addressed the Board of Directors expressing how upset and unhappy he is with the decision of the Board of Directors of how easy it was for them to dismiss someone who had almost 40 years of service.

David Bellerive, former Fire Chief of AFDPD addressed the Board of Directors stating that he 100% supports the decision of the Board of Directors. Mr. Antonio Moreno continued to undermine authority of the District and Board of Directors and reinstating would be a very bad idea. The decision of the Board only moves the District forward. I am available if anyone wants to reach out to me.

John Colburn, City of Plymouth addressed the Board of Directors stating how he disagreed with Director Brown’s military analogy at the last meeting and expresses how upset and mad that the City of Plymouth is in the dark. We are under contract with AFDPD and there has been no official response from them. I request that a protocol be set up for situations like these.

Director Oneto reads a letter from Frank Moreno resident of Shenandoah Valley

Director Forster states that Mr. Colburn made a statement that we lack transparency. We cannot by law release information from closed session which is a disadvantage sometimes but making such a statement is not correct. We have received more emails such as one from Wendy Reagan who is a 5th generation resident of Amador County supporting our decision.

Director Oneto expresses his unhappiness of Chief White not giving him as requested the West Valley contract and how many people attended training.

Nicole Cook, Board Clerk address Director Oneto stating that the contract was emailed that morning. Chief White addressed Director Oneto stating that he will follow up with the Training Battalion Chief Aaron Watkins.

Director Oneto states that Mr. Martin, a volunteer for over 40 years and also a Chief states that he is very unhappy with what the AFDPD BOD is doing. Need Volunteers, why are we getting rid of them. Local Chiefs are very unhappy.

Director Forster states that Battalion Chief Antonio Moreno also dismissed 7 volunteers on his own while with AFDPD. Is that the reduction pull you are referring to?

ADMINISTRATIVE MATTERS

June 2020 Calls Report: Discussion ensued relative to subject matter. Chief White reviewed and presented subject report with the Board.

Vehicle Maintenance Report: Discussion ensued relative to subject matter. Battalion Chief Hamre reviewed and presented subject report with the Board.

Training Report: No Report given at this time since Training Officer Aaron Watkins was deployed on a strike team.

Safe Surrender: Discussion ensued relative to subject matter and presented by Community Risk Specialist Kayla Dale. Safe surrender baby sites are Station 111 in Pioneer, Station 114 in Pine Grove and Station 122 in Plymouth. Director Forster asked that when training occurs to please include all departments to work together.

PUBLIC MATTERS NOT ON THE AGENDA: Mark Matthews, Fire Chief of Pioneer Fire Protection District addressed the Board of Directors expressing his gratitude for the relationship they have with AFD.

MISCELLANEOUS MATTERS

Minutes for Meetings of June 16, 2020 and Special Meeting June 30, 2020:

MOTION: It was moved by Director Oneto, seconded by Director Brown and unanimously carried to approve both sets of minutes with the following minor changes of spelling of names and replacing "concern" with "unhappy".

CLOSED SESSION: At 11:42 a.m., the Board recessed into closed session. The following person was present during portions of this closed session: Members of the Board, the Fire Chief and Board Clerk. This portion of the meeting was not recorded.

Closed Minutes of June 16, 2020:

MOTION: It was moved by Director Oneto, seconded by Director Forster, and unanimously carried to approve the closed session minutes of June 16, 2020 with minor changes.

ADJOURNMENT: At 11:43 am., Chair Crew adjourned the meeting until August 18th at 10:30a.m.

Chair, Amador Fire Protection District

