**Tuesday, July 18, 2023** 

# BOARD OF DIRECTORS AMADOR FIRE PROTECTION DISTRICT COUNTY ADMINISTRATION CENTER

810 Court Street, Board of Supervisors Chambers Jackson, California 95642

#### **AGENDA**

-- 10:30 AM--

#### 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.

Anyone who wishes to address the Board must speak clearly, stating first and last name.

If you are participating via telephone or online and want to speak, you will need to "raise your hand" (hand emoji). Zoom how-to features, such as "unmute" or "raising your hand" can be found at the link below: https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-

nhone#h e027935e-f7cf-4183-9870-64f177689687

TO PARTICIPATE VIA ZOOM USE THE FOLLOWING NUMBER: +1-669-900-6833

#### 10:30 AM Regular Scheduled Meeting

+1 669 900 6833 US

Meeting ID or Access: 870-4129-0802#

Passcode: 050163

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

https://us02web.zoom.us/j/87041290802?pwd=eGlvN0RGTGErNHo5M1had3QrRy9FZz09

#### REGULAR MEETING AGENDA

DATE:

July 18, 2023

TIME:

10:30 AM

LOCATION:

County Administration Center

Board Chambers 810 Court Street Jackson, CA 95642

#### PLEDGE OF ALLEGIANCE

**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)

PUBLIC HEARING: Discussion and possible action relative to an open public hearing and consideration of the Levy of Assessments for the proposed Fire Protection and Emergency Response Services Assessment in accordance with Articles XIIIC and XIIID of the California Constitution and with Government Code Sections 53750 through 53754 and scheduling of the public hearing to be continued at a Special Board of Directors Meeting set for August 8, 2023 at the Amador County Administration Office, Board Chambers at 10:30 AM or soon thereafter where the results of the ballot tabulation should be announced.

<u>PUBLIC MATTERS NOT ON THE AGENDA</u>: 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

#### **ADMINISTRATIVE MATTERS:**

- 1. CHIEF UPDATE: Discussion relative to subject matter.
  - A) DISTRICT EVENTS: Discussion relative to subject matter.
  - B) VOLUNTEER PROGRAM: Discussion relative to subject matter.
  - C) NEW STATION: Discussion relative to subject matter and possible action.
- 2. JACKSON BAND OF MIWUK INDIANS AGREEMENT FOR FIRE PROTECTION AND INSPECTION SERVICES WITH MEMORANDUM OF UNDERSTANDING: Discussion relative to subject matter and possible action.
- 3. SURPLUS PROPERTY: Discussion and possible action relative to subject matter.
- 4. DISTRICT MONTHLY REPORTS: Discussion relative to subject matter
  - A) CALL / INCIDENT REPORT: Discussion relative to subject matter.
  - B) TRAINING REPORT: Discussion relative to subject matter.
  - C) VEHICLE MAINTENANCE REPORT: Discussion relative to subject matter.

#### **MISCELLANEOUS MATTERS:**

5. MINUTES: Discussion and possible action. Review and approval of the regular minutes from June 20th, 2023.

ADJOURNMENT: until Tuesday, August 15th, 2023

\*\*\*\*DO NOT REMOVE UNTIL AFTER 07-19-2023\*\*\*\*

(AFPD AGENDA) 2 (07-18-2023)

### AGENDA TRANSMITTAL FORM

	AGENE	JA I KANSINI	ITTAL FORW	Regular Agenda
To:	Amador Fire Protection Board of	f Directors		Consent Agenda  Blue Slip
Date:	07/18/2023			Closed Session  Meeting Date Requested:
From:	Robert Withrow	P	hone Ext. x391	07/18/2023
	(Department Head - please type)			57,10,200
Departme	ent Head Signature			
Agenda Title	: Public Hearing and Consideration	of the Levy of Ass	essments	
	Provide detailed summary of the purpose of to and possible action relative to Public	his item; attach additio	onal page if necessary)	ents for the proposed Fire
Protection	and Emergency Response Services As	sessment. *Refer to	Public Hearing Outline	
Staff Reque	ests that the public hearing be continu	ued at a Special BO	D meeting set for August 8, 2023	at 10:30 am in the Board
Chambers	of 810 Court Street Jackson, CA 95642	i us		
Recommenda	ation/Requested Action:			
Fiscal Impact	ts (attach budget transfer form if appropriate)		Staffing Impacts	
Is a 4/5ths vo	te required?  Yes  No  X		Contract Attached: Yes	
Committee Re	eview?	N/A 🔀	Resolution Attached: Yes Ordinance Attached Yes	
Name			Comments:	
Committee Re	ecommendation:			
Request Rev	riewed by:			
Chairman	•	Counsel		
— Auditor		GSA Dire	ector	
CAO		Risk Mar	nagement	
Distribution In	structions:			
		FOR CLERK USE		
Meeting Date		Time	Item #	
	on: Approved Yes No Una			
Ayes:				-
Noes		Ordinance		
Absent:	A new ATF is required from	I hereby certify thi	s is a true and correct copy of action(s	taken and entered into the official
istributed on	A new ATT is required from		s is a true and correct copy of action(s ador Fire Protection District.	A reven and enfered life file ouldst
Completed by	Department	ATTEST:		
completed by	For meeting of		Board Clerk	

#### **Amador Fire Protection District**

### **Public Hearing Outline**

# for the proposed Amador Fire Protection District Fire Protection & Emergency Response Services Assessment

Public Hearing Date/Time: July 18, 2023, 10:30 A.M.

#### **OUTLINE OF PUBLIC HEARING:**

- 1. Board President opens the Public Hearing and Consideration of the Levy of Assessments for the proposed Fire Protection & Emergency Response Services Assessment.
- 2. <u>Introductory comments</u> and general overview of proposed improvements by Board, Staff and representative from SCI Consulting Group, the Assessment Engineer.
- 3. Board President <u>outlines the procedures</u> for this agenda item and public hearing. The President indicates that each <u>public speaker must fill out a speaker card and will have 3 minutes</u> to address the Board. President also alerts the public that they can request a <u>replacement ballot</u> at the meeting. (Indicate to public that all ballots must be submitted prior to the close of the public input portion of the public hearing.)
- 4. President opens the **Public Input** and reiterates that all <u>questions raised will be noted and answered after all speakers have addressed the Board</u>. The Public Hearing should be recorded.
- 5. Staff, Legal Counsel, and Assessment Engineer <u>write down or log questions</u> raised by speakers or provided in written correspondence.
- After all input has been received and there are no more speaker cards, <u>Board President asks if anyone else wishes to speak</u>, add written comment, or provide other information to the Board. (All oral questions must be asked and written questions must be submitted in this section before questions are answered.)
- 7. Staff, Legal Counsel, and Assessment Engineer respond to questions raised.
- 8. Board President makes <u>last call for submittal of ballots</u> before closing the public input portion of the hearing.
- 9. Board President asks for a motion to close the **Public Input** portion of public hearing.
- 10. Board discussion of item, if necessary.
- 11. Board President directs Motherlode League of Women Voters, the tabulator, to <u>begin the tabulation</u> of all returned ballots.
- 12. Board President announces that the <u>public hearing will be continued</u> at the special Board meeting of <u>August 8, 2023</u>, at the Amador County Board of Supervisors, Board Chambers. At the continued public hearing, <u>the results of the ballot tabulation should be announced</u>. After the results are announced, the Board can discuss the proposed assessment and provide any further response to any comments from the public input portion of the July 18 public hearing. If the tabulation is completed by this date and the results find that a weighted majority of ballots submitted are in support of the proposed assessment, the Board may consider a resolution to levy the assessments.

### AGENDA TRANSMITTAL FORM

	AGENI	DA I KANSIN	III I AL FURIN		Regi	ular Agenda
То:	Amador Fire Protection Board o	f Directors				sent Agenda
Date:	07/18/2023				Close	ed Session
From:	Robert Withrow	В	bono Ext. 201			e Requested:
rioiii.	(Department Head - please type)		hone Ext. 391	— L	07/18/2023	5
Departme	ent Head Signature					
Agenda Title	CHIEF LIDDATE					
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		nis item, attach additio	onar page ir necessary)			
A) District	Discussion relative to subject matter: Events er Program					
Discussion C) New Sta	and possible action relative to subjection	t matter:				
Recommend	ation/Requested Action:					
Fiscal Impact	ts (attach budget transfer form if appropriate)		Staffing Impacts			
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ls a 4/5ths vo	ote required?  Yes No 🔀		Contract Attached:	Yes 🔲	No 🔲	N/A 🔀
Committee R	eview?	N/A 🔀	Resolution Attached: Ordinance Attached	Yes Yes	No 🔲	N/A ⊠ N/A ⊠
Name			Comments:	_	_	_
Committee Re	ecommendation:		-			
Request Rev	riewed by:					
Chairman		Counsel				
=			ector			
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Distribution In	astructions:					
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Meeting Date		Time		Item #		
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Board Actio	on: Approved Yes No Una	nimous Vote: Yes	_No			
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	Department					
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### AGENDA TRANSMITTAL FORM

	AGENDA	4 IKANSIM	IIIAL FURIN	Regular Agenda							
To:	Amador Fire Protection Board of D	<u>Directors</u>		Consent Agenda Blue Slip							
Date:	07/18/2023			Closed Session Meeting Date Requested:							
From:	Robert Withrow (Department Head - please type)	PI	hone Ext. x391	07/18/2023							
Donartm	ent Head Signature										
Agenda Tit											
Agenda III	_ Jackson Band of Miwuk Indians Agr	reement for Fire F	Protection and Inspection Service	es and MOU							
Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)											
Approval of agreement to provide fire services and investigation services to the Jackson Band of Miwuk Indians, "Tribe" for the next											
three (3)	three (3) years and Memorandum of Understanding with the purpose of documenting a change in budget procedure between the										
Parties.											
				*							
Recommen	dation/Requested Action:										
	authorizing the Chair to sign subject agre	ement and the C	hief to sign MOU								
Fiscal Impa	cts (attach budget transfer form if appropriate)		Staffing Impacts n/a								
n/a			(								
Is a 4/5ths	vote required?  Yes \( \sum \) No \( \sum \)			5 No N/A N/A S							
Committee	Review?	N/A 🔀	Resolution Attached: Yes Ordinance Attached Yes	= = =							
Name			Comments:								
Committee	Recommendation:										
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Request R	eviewed by:										
Chairman		Counsel									
Auditor		GSA Dir	rector								
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Completed	by For meeting of		Board Clerk								
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# BEFORE THE BOARD OF DIRECTORS OF THE AMADOR FIRE PROTECTION DISTRICT COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING

AGREEMENT TO CONTINUE PROVIDING

FIRE PROTECTION AND INSPECTION SERVICES

EFFECTIVE JULY 1, 2023 FOR THREE YEARS

FOR THE JACKSON BAND OF MIWUK INDIANS

("TRIBE") AND MEMORANDUM OF UNDERSTANDING

**BE IT RESOLVED** by the Board of Directors of the Amador Fire Protection District, which said Board does hereby approve the agreement with the Jackson Band of Miwuk Indians ("Tribe") relative to providing fire protection services and inspection services on the terms and conditions contained therein; and

WHEREAS, the Memorandum of Understanding (MOU) is made on this 1<sup>st</sup> day of July 2023 by and between the Jackson Band of Miwuk Indians (the "Tribe") and Amador Fire Protection District ("AFPD") for the purpose of documenting a change in budget procedure between the Parties, and

**BE IT FURTHER RESOLVED** that the Chair of said Board be and hereby is authorized to sign and execute said agreement 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 18<sup>th</sup> day of July 2023 by the following vote:

the following vote:	
AYES:	
NOES:	
ABSENT:	
	President, Board of Directors
	Tesident, Board of Directors
ATTEST: NICOLE COOK, Clea Amador Fire Protection Amador County, Calif	on District,

## AGREEMENT TO PROVIDE FUNDING FOR FIRE PROTECTION AND INSPECTION SERVICES

This agreement to provide funding for fire protection and inspection services ("Agreement") is made effective July 1, 2023 ("Effective Date"), the date of actual signature by the parties notwithstanding, by and between the AMADOR FIRE PROTECTION DISTRICT ("AFPD") a California fire protection district, and the JACKSON BAND OF MIWUK INDIANS, a federally recognized Indian tribe ("TRIBE"). The TRIBE and AFPD are referred to hereinafter collectively as "Parties" and individually as "Party". This Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.

#### RECITALS

- A. The TRIBE desires to provide funding assistance to AFPD for certain fire prevention related services (Collectively called "Services").including:
  - (i) fire protection, prevention and suppression;
- (ii) inspection and maintenance of fire extinguishers at various locations on Tribal properties designated by the TRIBE;
- (iii) inspections of the TRIBE'S various properties to insure compliance with applicable fire codes;
- (iv) assistance to the TRIBE in selecting an appropriate and duly qualified vendor for the repair and maintenance of fire extinguishers;
- (v) reporting to the TRIBE any deficiencies in the work of the vendor providing fire extinguisher repair or maintenance services to the TRIBE.
  - (vi) maintenance and repair of fire suppression equipment;
- (vii) wild land and structural fire protection, rescue, first aid, and other emergency response services;
- (viii) annual off road trail enhancement on the TRIBE'S reservation including necessary equipment, supplies and crew for the removal of overgrown brush impeding travel by off-road fire vehicles; and
- (ix) initial emergency medical incident response for the customers and employees of the TRIBE at the Jackson Rancheria Casino and on the TRIBE'S reservation.
- B The Parties acknowledge that AFPD has the expertise, special skills, knowledge and experience required to perform the Services which are vital and necessary for the safety and benefit of the TRIBE and Amador County.
- C. The Parties acknowledge that the Services AFPD provides unrelated to fire protection, prevention and suppression, such as medical calls, account for a larger percentage of time spent by the non-administrative personnel of AFPD.
- D. The TRIBE, on Tribal land, has erected a complete fire station ("Tribal Fire Station") which includes a garage and bays for the housing and servicing of trucks and

equipment, administrative officers, training room, living quarters for firefighters, exercise facility and other improvements.

- E. The Parties acknowledge that the Tribal Fire Station is in a geographic location that is beneficial for the Services provided by AFPD.
- F. TRIBE agrees to provide funding and other assistance as outlined in this Agreement to AFPD for its Services.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the adequacy and sufficiency of which as consideration is acknowledged by both Parties, AFPD and the TRIBE agree as follows:

#### 1. Scope of Services.

- 1.1 AFPD agrees to provide Services to Amador County inclusive of those needed on TRIBAL land to the extent and in the manner set forth in this Agreement.
- 1.2 The TRIBE shall provide to AFPD the full use and occupancy of the Tribal Fire Station located in the TRIBE'S Public Safety Building, which includes appropriate living quarters for male and female employees of AFPD. The TRIBE also provides facility custodial maintenance and access and use of the medical room located on the first floor of the casino as well as onsite use of current medical supplies and equipment located within the medical room for Casino and Tribal related calls only. AFPD will maintain medical supplies and all equipment located in the medical room. The TRIBE agrees to reimburse AFPD for medical equipment and supplies required to be stocked within the medical room.
- 1.3 The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the Parties hereto for fire protection purposes or emergency incident response, shall be borne by the Party owning or furnishing such property or equipment, unless otherwise specifically provided herein or by separate written agreement. A separate agreement shall be entered into between the Parties with respect to the transfer of personal property from the TRIBE to AFPD, which transfer will be at "no cost" to AFPD.
  - 1.3.1 If AFPD determines that specific maintenance or repairs on the Fire Station or living quarters for firefighters is required, it shall promptly notify the TRIBE'S chief executive officer of the scope of repair work required. If such repairs or maintenance are necessitated as a result of negligent or intentional acts or omissions by AFPD personnel, the cost thereof shall be the sole responsibility of AFPD and not the TRIBE. AFPD shall not initiate or cause any repairs or specific maintenance to be made without the prior written consent of the TRIBE. Repairs and specific maintenance not necessitated by the actions or inactions of AFPD or persons under its control shall be made by the TRIBE at its sole expense and in a timely manner.

1.3.2 The TRIBE agrees to pay all reasonable and documented maintenance and fuel expenses not exceeding the actual costs thereof for apparatus and equipment specifically assigned to the Tribal Fire Station.

#### 2. Term; Annual Adjustment of Services and Service Costs.

- 2.1 The term of this agreement shall be (3) three years from the Effective Date unless otherwise terminated by the parties as hereinafter provided.
- 2.2 Annually, and no later than February 1 of each year, AFPD shall submit to the TRIBE a revised annual budget for AFPD'S Services for the coming year. If the TRIBE does not agree to the revised budget on or before March 1 of each year, then this Agreement shall automatically terminate, subject to a "wind down period" not to exceed 120 days. Upon termination AFPD shall act expeditiously to wind down its use of the TRIBE'S facilities unless otherwise mutually agreed by the parties.
- 2.3 The revised budget, if approved by the TRIBE, shall be automatically incorporated into this Agreement as a revised EXHIBIT A.
- 2.4 During the Wind-Down Period, AFPD shall continue to provide the Services and the TRIBE shall be obligated to compensate AFPD for the Services that are provided according to the previously accepted budget. After conclusion of the Wind-Down Period, AFPD shall vacate the Tribal Fire Station; and the TRIBE shall have no further payment obligations to the AFPD.
- 2.5 Either Party may terminate this Agreement with or without cause upon one hundred twenty (120) days advance written notice to the other Party. However, if either Party is in material breach of one or more of its obligations under this Agreement, the non-breaching Party may terminate this agreement upon sixty (60) days written notice to the breaching party. Upon good cause shown, the term of wind down may be extended by mutual agreement of the Parties for additional time to complete wind down.
- 2.6 In the case of any such early termination as provided by this Paragraph 2, AFPD shall be paid for all Services it has rendered up to the effective date of termination provided AFPD is not found to be in breach of its obligations hereunder.

#### 3. Payment for Services.

3.1 AFPD shall prepare and submit a monthly invoice (in a form and content approved by the TRIBE) on or before the 10<sup>th</sup> day of each month. Each invoice shall identify the line item Services provided, consistent with the current budget (EXHIBIT A)

which is attached hereto and incorporated by reference, any reimbursable costs incurred for the prior month, and the amount due therefore. Invoices shall be sent to:

Jackson Band of Miwuk Indians Tribal Accounting Office 12222 New York Ranch Road Jackson, CA 95642

- 3.2 No backfill or overtime coverage above that required to maintain minimum staffing levels of two firefighters per engine and a battalion chief, (for a total of five personnel per day), will be arranged by AFPD unless authorized in advance by the TRIBE.
- 3.3 The TRIBE shall pay to AFPD the amount identified in each invoice within 30 days of the date the invoice is received by the TRIBE provided that AFPD is not in breach of its obligations under this Agreement and further provided that the line item and costs for which payment is requested do not exceed the then current budgeted amounts.
- 3.4 If any line item in the budget may be exceeded, AFPD shall notify the TRIBE and request a budget amendment. The TRIBE shall review any budget adjustment and grant or deny the same in its sole discretion.
- 3.5 The Parties acknowledge that the Tribal Fire Station, inclusive of maintenance, utilities, and location is of significant value equal to the on Reservation Services being provided by AFPD to the TRIBE.

#### 4. Supervision and Control of Personnel.

- 4.1 AFPD shall have the exclusive authority to determine the standards of performance, the discipline of paid personnel, and other matters related to the performance of their obligations under this Agreement. The TRIBE may at any time report to AFPD its concerns about the manner in which any of the personnel perform services pursuant to this Agreement. AFPD shall investigate those concerns and take whatever action it deems appropriate.
- 4.2 AFPD personnel performing Services pursuant to this Agreement dispatched by the Emergency Command Center to emergency or non-emergency incidents shall respond as an AFPD resource and operations shall be conducted under the Incident Command System. With respect to general station, community, and/or prevention needs, AFPD's Battalion Chief (s) or Fire Chief shall have the exclusive authority to direct firefighters with respect to the rendition of such services.

#### 5. AFPD Officers and Employees Are Not Tribal Officers and Employees.

For the purpose of performing Services pursuant to this Agreement, AFPD and the agents and employees of AFPD, in the performance of this Agreement, shall act in an

independent capacity and not as officers, employees or agents of the TRIBE. The TRIBE and the agents and employees of the TRIBE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of AFPD. The TRIBE shall not control the means, manner or methods used by the AFPD in providing its Services. The AFPD shall not identify or represent itself as an employee or agent of the Tribe at any time; and shall not enter into any contracts on behalf of the Tribe.

#### 6. Insurance.

AFPD and the TRIBE acknowledge that each shall maintain liability, auto and workers' compensation insurance, or a program or programs of self-insurance that reasonably protects their respective operations. Each party shall take out, maintain, and cover the cost if its own programs of insurance or self-insurance at all times during the performance of any activities done under the terms of this Agreement. The insurance of AFPD shall be primary and each Party waives the right of subrogation as to any claim for which insurance coverage is provided.

#### 7. Indemnification.

To the greatest extent permitted by law, each party agrees to indemnify, defend and hold harmless, the other party, its elected and appointed officers and officials, Tribal members, employees, consultants, agents and attorneys from and against any and all claims of any nature whatsoever for personal injury, property damage or other monetary loss including for reasonable attorney's fees and costs of litigation payable to a third party claimant arising from or related to the negligence, intentional wrongdoing or breach of contract, as determined through a dispute resolution process of the indemnifying party or its elected and appointed officers and officials, members, employees, consultants, agents and attorneys.

#### 8. Immunity Waiver.

#### 8.1 Limited Waiver of Sovereign Immunity.

The TRIBE hereby expressly, unequivocally and irrevocably waives its sovereign immunity from unconsented suit by AFPD for the limited purposes of: (i) compelling binding arbitration as set forth in this Agreement; and (ii) enforcing an award made in binding arbitration that is made in conformance with the terms of this Agreement. Nothing herein shall be construed to constitute a waiver of sovereign immunity of the TRIBE with respect to any third party claim.

- 8.2 <u>Conditions of Waiver</u>. The Tribe grants the limited waiver of its sovereign immunity herein if, and only if, each and every one of the following conditions is met:
  - (a) The claim is brought by AFPD and not by any third party;
  - (b) The claim alleges a breach by the TRIBE of one or more of the specific obligations or duties assumed by it under the terms of this Agreement;

#### (c) The claim seeks:

- (i) some specific action, or discontinuance of some action, by the TRIBE to bring the TRIBE into full compliance with the duties and obligations expressly assumed by it under this Agreement; or
- (ii) money damages (except special, punitive or exemplary damages) as a result of the TRIBE'S a breach of this Agreement, and
- (d) The claim is first made in a detailed written statement to the TRIBE stating the specific action or discontinuance of action by the TRIBE which would cure the alleged breach or nonperformance, or the sum of money claimed to be due and owing from the TRIBE to AFPD by reason of such specific breach or nonperformance. Except where AFPD is seeking injunctive relief, the TRIBE shall have 30 calendar days, or such other time as is reasonably necessary to cure such breach or nonperformance or to make such payment before binding arbitration or judicial proceedings to enforce the TRIBE'S agreement to binding arbitration of any claim may be instituted. The parties expressly and unequivocally acknowledge and agree that if either party refuses to arbitrate as provided in this Agreement, then the arbitration will take place without the presence of the other party and any award issued shall be binding on both parties.

#### 9. Dispute Resolution.

- 9.1 In the event of a dispute between the Parties as to any provisions of this Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s). If the dispute is not resolved to the satisfaction of both Parties by meeting and conferring, either Party may request mediation, which shall be compulsory upon the other Party. Mediation shall occur utilizing the services of a trained mediator, mutually agreed upon by both Parties, with at least five (5) years' experience in mediating contracts of the nature and type existing between the Parties, with costs for such mediation to be shared equally by both Parties. A Party shall request mediation by giving notice to the other; and shall have the responsibility to take steps to set up such mediation, which shall occur no later than twenty (20) days from receipt of notice by the other party of a demand for mediation. The parties shall share the costs of a mediator equally; and shall bear their respective legal costs. If the parties are unsuccessful in doing so, then either AFPD or the TRIBE may proceed to binding arbitration utilizing the services of Jams/Endispute ("JAMS") or any successor in interest to JAMS.
- 9.2 The arbitration shall be conducted by a single arbitrator who shall be a retired judge. If the Parties cannot agree on an arbitrator, JAMS shall be apprised in writing of the specific issues facts in dispute and provide each Party with the name of three retired judges from the JAMS panel who have experience in contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges.
- 9.3 The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony

shall be kept confidential. The decision of the arbitrator shall be final and binding, and may be entered in Amador County Superior Court to enforce the award.

#### 10. Satisfaction of Award.

AFPD may seek satisfaction of an award made in arbitration or a court ordered judgment enforcing an award in arbitration only from revenues generated by the TRIBE'S commercial gaming operations and not from any other assets of the TRIBE. Moreover, no interest in land, whether tangible or intangible, legal or beneficial, vested or contingent; no occupancy or other rights or entitlements therein or related thereto; and no distributions of money or other assets of the TRIBE made to TRIBES members, shall be subject to attachment, execution, lien, judgments or other enforcement or satisfaction of any kind, in whole or in part, with respect to any claim AFPD has against the TRIBE on any basis whatsoever.

#### 11. No Personal Liability.

Nothing herein shall act or be construed to waive the sovereign immunity of any Tribal member, elected or appointed officer or official, manager, agent, attorney or employee of the Tribe.

No Tribal member, elected or appointed officer or official, manager, agent, attorney or employee of the TRIBE shall have any liability for any obligations of the TRIBE under this Agreement.

#### 12. Governing Law.

This Agreement is entered into in the State of California and shall be governed by the laws thereof.

The TRIBE and AFPD each hereby consent to the exclusive jurisdiction of the United States District Court for the Eastern District of California and appeals therefrom to the United States Court of Appeals for the Ninth Circuit and the United States Supreme Court in any action to enforce their agreement to binding arbitration of any claim. If for any reason the United States District Court for the Eastern District of California does not have, abstains, or otherwise declines to exercise jurisdiction over the TRIBE exclusive jurisdiction of Amador County Superior Court the State of California and appeals therefrom to the appropriate appellate courts of the State of California. The TRIBE and AFPD consent to an award of reasonable attorney's fees and court costs to the substantially prevailing party in an action to compel arbitration or an action to enforce an award made in binding arbitration.

#### 13. Modification of Agreement.

This Agreement constitutes the entire agreement between the Parties hereto. To be effective, any modification of this Agreement must be in writing and signed by both Parties.

#### 14. Notices.

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt or forty-eight (48) hours after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the above parties as follows:

To AFPD:

Amador Fire Protection District

810 Court Street Jackson, CA 95642

To TRIBE:

Crystal Jack

CEO

12222 New York Ranch Road

Jackson, CA 95642

Notices of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

#### 15. Third Party Beneficiaries and Assignment.

Neither party may assign its right or obligations under this Agreement without the prior written consent of the other Party, which it may grant or deny in its sole discretion. Notwithstanding any provision of law, this Agreement is not intended to and shall not be construed to create any right on the part of a third-party to bring an action to enforce any of this Agreement's terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Paabove.	arties have executed this Ag	greement as of the date	first set forth
AFPD:			
By: Its: Chair, Board of Directors			
TRIBE			
By: Crystal Jack Its: CEO			

#### Exhibit A FY 23-24

						O I behind												
116 Personnel	E	ase Hourly	Holiday	A	utomatic OT	Sidk/Vac	Benefits	F	Retirement	Uniform	P	ayroll Taxes		W/C	U	nemployment		Total
Firefighter x 6	\$	320,784.40	\$ 13,181.03	5	17,136.09	\$ 41,110.00	\$ 147,000.00	\$	32,165.83	\$ 5,700.00	\$	28,870.60	\$	30,634.00	\$	630.00	\$	637,211.95
Engineer x 3	\$	266,199.90	\$ 10,890.66	\$	14,158.65	\$ 26,164.10	\$ 77,424.65	\$	25,210.33	\$ 2,850.00	\$	23,957.99	5	25,311.70	\$	420.00	\$	472,588.00
Captain x 3	\$	228,136.74	\$ 9,231.65	\$	12,001.82	\$ 19,623.08	\$ 74,714.11	\$	21,767.11	\$ 2,850.00	\$	20,532.31	\$	21,455.90	\$	420.00	\$	410,732.72
Battalion Chief x 1	\$	113,023.48	\$ 4,039.12	\$	11,431.20	\$ -	\$ 21,000.00	\$	10,052.76	\$ 950.00	\$	10,172.11	\$	9,387.59	\$	105.00	\$	180,161.26
																Total for 116 Personnel	\$	1,700,693.92
Services and Supplies																		
Apparatus Maintenance for 2 Engine																		
& Squad(based on average last two																		
years expenses)	\$	30,000.00															\$	30,000.00
Fuel	\$	15,000.00															\$	15,000.00
Communications (BC Cell, Engine																		
(pads)	\$	900.00															\$	900.00
Hand Held Radios, batteries, mics,																		
etc.	\$	2,500.00															\$	2,500,00
Training (mandated and personnel																		
allowance)	\$	8,900.00															\$	8,900.00
Station Expenses (tools, supplies, etc)	\$	6,500.00															\$	6,500.00
																Total Services & Supplies	\$	63,800.00
																A Company of the Comp		
10% Administrative Fee																Total Administrative Fee	5	176,449.39
Funds for Future Purchase																		
Future Fire Apparatus	\$																\$	
Personal Protective Equipment x 13	\$																\$	
. ,	8														7	otal Funds for Future Purchases	\$	
															100			
																Total Requested Approval	<b>5</b> 1	1,940,943.31
Amador Fire Protection District, Chair																Total Increase from FY 22/23		9.03%
Annead Fire Protection Mathet, Chall																I DEGLI TIETE ASE TOTH FT 22/25		3.0376

#### Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this 1st day of July 2023 by and between the Jackson Band of Miwuk Indians (the "Tribe") and Amador Fire Protection District ("AFPD") for the purpose of documenting a change in budget procedure between the Parties.

#### Background

The Tribe provides funding assistance to AFPD for fire prevention related services. Annually and no later than February 1 of each year, AFPD submits an annual budget and cost schedule for AFPD's services for the upcoming year. Part of this budget includes a line item for future apparatus and PPE purchases to support the Tribe's on reservation fire station and fire suppression needs.

#### **Purpose**

The Purpose of this MOU is to document a change to the budget procedure. Starting in 2023 future purchases will no longer be a line item on the annual budget. The Tribe is the only party funding the future purchases account and before any purchase is made AFPD has to get preapproval by the Tribe. Instead of paying into an account for future purchases, moving forward, AFPD will simply request funding from the Tribe when purchases are necessary. Effective July 1, 2023 APFD will discontinue invoicing the Tribe for the future purchase fund. Further, the Tribe will receive back from AFPD the current amount in the future purchases account totaling three hundred one thousand four hundred sixty dollars and fifty one cents (\$301,460.51).

Data

Crystal Jack CEO for the Jackson Band of Miwuk Indians	Date.	
Robert Withrow Fire Chief for the Amador Fire Protection District	Date:	

### AGENDA TRANSMITTAL FORM

Regular Agenda Consent Agenda

To:	Amador Fire Protection Board of	Directors		Consent Agenda Blue Slip
Date:	07/18/2023			Closed Session Meeting Date Requested:
From:	Robert Withrow (Department Head - please type)	Р	hone Ext. x391	07/18/2023
Departme	ent Head Signature			
Agenda Title	SURPLUS PROPERTY			
Cummanu (I				
Discussion	Provide detailed summary of the purpose of the and possible action regarding the sur	olus of:	onal page if necessary)	
1996 Hi Te	c 44KFT4282TWZ18372 (E) 051921. Thi	s engine was origi	inally donated to the District by E	l Dorado Hills Fire Department
in July of 2	022. Due to the costs of repairs, the mi	leage and equipm	ent required, the District request	s to surplus the engine to
Pioneer Fir	re Protection District who has an intere	st.		
	ation/Requested Action:			
	surplus and disposition of vehicle, as re ts (attach budget transfer form if appropriate)	quested.	01-#1	
riscai inipaci	is (attach budget transfer form if appropriate)		Staffing Impacts	
ls a 4/5ths vo	ote required?		Contract Attached: Yes	
Committee R	eview?	N/A 🔀	Resolution Attached: Yes Ordinance Attached Yes	
Name			Ordinance Attached Yes Comments:	
Committee R	ecommendation:		Comments.	
Request Rev	riewed by:			
Chairman _		Counsel		
Auditor		GSA Dire	ector	
CAO		Risk Mar	nagement	
		TAOK Mai	nagomoni	
Distribution In	structions:			
n/a				
		OR CLERK USI	E ONLY	
Meeting Date		Time	item #	
-		-		
Board Actio	on: Approved YesNo Unar	nimous Vote: Ves	No	
lyes:				
loes			outor.	
bsent:	200000000000000000000000000000000000000			
stributed on	A new ATF is required from		is is a true and correct copy of action(s ador Fire Protection District.	) taken and entered into the official
	Department	ATTECT		
Completed by	For meeting of	ATTEST:	Board Clerk	

#### PIONEER FIRE PROTECTION DISTRICT



FIRE • RESCUE • EMS

P.O. Box 128
7061 Mt. Aukum Road
Somerset, California 95684
Phone (530) 620-4444 • Fax (530) 620-4317
www.pioneerfire.org

June 19, 2023

Chief Robert Withrow Amador County Fire Protection District 810 Court Street Jackson, CA 95642

Chief Withrow,

I am sorry this letter has come so late after your organization's offer to provide us with a surplus engine. Although the official request may be late in coming, the offer and availability for such could not come a better time.

As with all fire organizations, our District has some difficulty in keeping up with needed repairs, some that have been deferred for some time, most of which have been emergent in nature. This has left us currently with one usable Type VI Engine as our first out. This offer of providing our District is great timing.

Please extend our humble appreciation to the Amador County Fire Protection Board for all your help.

In the future, please let us know we can be of assistance to you or your organization.

Sincerely,

David Whitt

Fire Chief

Pioneer Fire Protection District 7061 Mount Aukum Road

wo White

Somerset, CA 95684

### AGENDA TRANSMITTAL FORM

Regular Agenda

10: <u>Ama</u>	<u>dor Fire Protection Board o</u>	f Directors		Consent Agenda
Date: 07/18/	/2023			Blue Slip  Closed Session
Date				Meeting Date Requested:
From: Rober	t Withrow		Phone Ext. 391	07/18/2023
(C	Pepartment Head - please type)			
Department Hea	ad Signature			
Agenda Title:	ISTRICT MONTHLY REPORTS			
	detailed summary of the purpose of t	his item; attach a	dditional page if necessary)	
REPORTS for the	month of June. Discussion relat	ive to subject i	matter.	
			,	
A) Call/Incident re B) Training report				
C) Vehicle Mainte				
Decemmendation/De	aguanted Astion			
Recommendation/Re Review attached I				
	h budget transfer form if appropriate		Staffing Impacts None	
None			None	
ls a 4/5ths vote requi	red?			
	Yes No X		Contract Attached:  Resolution Attached:	Yes
Committee Review?		N/A 🔀	Ordinance Attached	Yes No N/A
Name			Comments:	
Committee Recomme	endation:			
Request Reviewed b	y:			
Chairman		Cou	unsel	
Auditor		GS/	A Director	
CAO		Risi	k Management	
Distribution Instruction	is.			
		FOR CLERK	USE ONLY	
Meeting Date		Time		Item #
			<del></del>	
Board Action: App	oroved Yes No Una	nimous Vote: Y	esNo	
lyes:	Resolution	Ordin	nance	Other:
loes	Resolution	Ordin	nance	
bsent:	Comments:	17		
stributed on	A new ATF is required from		ify this is a true and correct copy of a e Amador Fire Protection District.	action(s) taken and entered into the official
	Department			
Completed by	For meeting	ATTEST:	PD Board Clerk	
	I of	- 4	· - Dours digit	

INCIDENT TYPE		2023	2022	2021
STATION 111 - 26517 Meadow Dr, Pioneer				
100 - Fire, other		0	2	0
111 - Building fire		1	0	0
112 - Fires in structure other than in a building		0	1	0
113 - Cooking fire, confined to container		0	0	1
118 - Trash or rubbish fire, contained		0	2	0
134 - Water vehicle fire		0	0	1
141 - Forest, woods or wildland fire		2	0	0
150 - Outside rubbish fire, other		1	0	0
311 - Medical assist, assist EMS crew		2	0	0
321 - EMS call, excluding vehicle accident with injury		36	37	51
322 - Motor vehicle accident with injuries		3	3	4
324 - Motor vehicle accident with no injuries.		2	0	1
412 - Gas leak (natural gas or LPG)		0	0	1
511 - Lock-out		1	1	0
522 - Water or steam leak		1	0	0
541 - Animal problem		1	0	0
553 - Public service		0	0	2
554 - Assist invalid		7	4	11
561 - Unauthorized burning		1	3	0
600 - Good intent call, other		0	0	1
611 - Dispatched & cancelled en route		4	5	10
622 - No incident found on arrival at dispatch address		0	1	0
631 - Authorized controlled burning		2	0	0
651 - Smoke scare, odor of smoke		0	2	2
652 - Steam, vapor, fog or dust thought to be smoke		1	0	0
700 - False alarm or false call, other		1	7	1
743 - Smoke detector activation, no fire - unintentional		1	0	0
745 - Alarm system activation, no fire - unintentional	2	0	1	0
	Total	67	69	86

INCIDENT TYPE		2023	2022	2021
STATION 114 - 19840 Highway 88, Pine Grove				
100 - Fire, other		0	1	0
118 - Trash or rubbish fire, contained		1	1	0
131 - Passenger vehicle fire		0	1	0
140 - Natural vegetation fire, other		1	0	0
143 - Grass fire		0	1	0
251 - Excessive heat, scorch burns with no ignition		1	0	0
300 - Rescue, EMS incident, other		1	0	0
311 - Medical assist, assist EMS crew		1	0	0
321 - EMS call, excluding vehicle accident with injury		41	49	42
322 - Motor vehicle accident with injuries		2	1	2
324 - Motor vehicle accident with no injuries.		1	2	1
400 - Hazardous condition, other		0	1	1
412 - Gas leak (natural gas or LPG)		0	1	0
440 - Electrical wiring/equipment problem, other		1	0	0
511 - Lock-out		0	1	1
520 - Water problem, other		1	0	0
542 - Animal rescue		1	0	0
551 - Assist police or other governmental agency		0	0	1
553 - Public service		0	1	0
554 - Assist invalid		6	3	11
561 - Unauthorized burning		1	1	0
600 - Good intent call, other		1	1	0
611 - Dispatched & cancelled en route		5	5	8
651 - Smoke scare, odor of smoke		0	2	3
700 - False alarm or false call, other		1	1	0
714 - Central station, malicious false alarm		0	0	1
735 - Alarm system sounded due to malfunction	-	0	0	1
	Total_	66	73	72

INCIDENT TYPE		2023	2022	2021
STATION 116 - 15601 Dusty Ln, Jackson				
111 - Building fire		2	2	1
131 - Passenger vehicle fire		1	1	0
141 - Forest, woods or wildland fire		1	0	0
151 - Outside rubbish, trash or waste fire		0	1	0
311 - Medical assist, assist EMS crew		1	0	1
321 - EMS call, excluding vehicle accident with injury		36	36	33
322 - Motor vehicle accident with injuries		2	1	2
324 - Motor vehicle accident with no injuries.		1	0	0
411 - Gasoline or other flammable liquid spill		1	1	0
424 - Carbon monoxide incident		0	1	0
444 - Power line down		2	0	0
510 - Person in distress, other		1	0	0
522 - Water or steam leak		0	0	1
531 - Smoke or odor removal		0	0	2
541 - Animal problem		1	0	0
551 - Assist police or other governmental agency		0	0	2
553 - Public service		2	1	0
554 - Assist invalid		4	6	5
561 - Unauthorized burning		1	0	1
600 - Good intent call, other	-1	0	1	0
611 - Dispatched & cancelled en route		19	8	9
622 - No incident found on arrival at dispatch address		1	0	0
651 - Smoke scare, odor of smoke		2	1	0
700 - False alarm or false call, other		1	0	0
735 - Alarm system sounded due to malfunction		1	0	0
740 - Unintentional transmission of alarm, other		0	0	1
	Total	80	60	58

INCIDENT TYPE	2023	2022	2021
STATION 122 - 18534 Sherwood St, Plymouth			
111 - Building fire	0	2	0
140 - Natural vegetation fire, other	0	1	0
142 - Brush or brush-and-grass mixture fire	0	3	0
143 - Grass fire	2	0	1
321 - EMS call, excluding vehicle accident with injury	21	30	25
322 - Motor vehicle accident with injuries	1	0	1
324 - Motor vehicle accident with no injuries.	2	1	1
412 - Gas leak (natural gas or LPG)	0	2	0
413 - Oil or other combustible liquid spill	1	0	0
444 - Power line down	1	0	0
551 - Assist police or other governmental agency	0	0	1
553 - Public service	0	0	2
554 - Assist invalid	2	4	1
611 - Dispatched & cancelled en route	6	9	4
622 - No incident found on arrival at dispatch address	1	0	0
651 - Smoke scare, odor of smoke	1	2	1
661 - EMS call, party transported by non-fire agency	0	0	1
700 - False alarm or false call, other	0	0	1
743 - Smoke detector activation, no fire - unintentional	1	0	0
Total	39	54	39

GRAND TOTAL 252 256 255

<u>Month</u>	Emergency Reporting (live)	Target Solutions (online)	Total Hours	CAL JAC Hours
July	363:30:00	133:00:00	496:30:00	158:15:00
August	648:10:00	106:45:00	754:55:00	215:00:00
September	558:30:00	150:45:00	709:15:00	211:45:00
October	774:20:00	225:30:00	999:50:00	408:30:00
November	1181:15:00	138:45:00	1320:00:00	675:30:00
December	596:30:00	159:30:00	756:00:00	252:00:00
January	1205:35:00	199:30:00	1405:05:00	358:00:00
February	952:45:00	194:45:00	1147:30:00	250:00:00
March	1317:50:00	224:15:00	1542:05:00	363:30:00
April	1186:00:00	130:15:00	1316:25:00	405:00:00
May	2050:40:00	145:30:00	2196:10:00	1074:00:00
June	1255:30:00	213:00:00	1468:30:00	620:45:00
Total YTD		1	14112:15:00	4992:15:00



## **Amador Fire Protection District**

## Monthly Training Schedule-June 2023



Daily Schedule									
Date	Topic	Skill Sheet/Reference	Code						
06/01/2023	Progressive Hoselays	WUI Operating Principles	LED						
06/02/2023	Drafting/Portable Pumps	DO 1B Curriculum/NWCG S-211	HED						
06/03/2023	Off-Road Driving	DO 1E Curriculum	HCD						
06/04/2023	Drafting/Portable Pumps	DO 1B Curriculum/NWCG S-211	HED						
06/05/2023	Off-Road Driving	DO 1E Curriculum	HCD						
06/06/2023	Drafting/Portable Pumps	DO 1B Curriculum/NWCG S-211	HED						
06/07/2023	Off-Road Driving	DO 1E Curriculum	HCD						
06/08/2023	Progressive Hoselays	WUI Operating Principles	LED						
06/09/2023	Mobile Attack	WUI Operating Principle	LED						
06/10/2023	Progressive Hoselays	WUI Operating Principles	LED						
06/11/2023	Mobile Attack	WUI Operating Principle	LED						
06/12/2023	Progressive Hoselays	WUI Operating Principles	LED						
06/13/2023	Mobile Attack	WUI Operating Principle	LED						
06/14/2023	Wildland IWI/Line Emergency	IRPG	LSD						
06/15/2023	Stokes Patient Packaging	LARRO Curriculum	DBD						
06/16/2023	Wildland IWI/Line Emergency	IRPG	LSD						
06/17/2023	Stokes Patient Packaging	LARRO Curriculum	DBD						
06/18/2023	Wildland IWI/Line Emergency	IRPG	LSD						
06/19/2023	Stokes Patient Packaging	LARRO Curriculum	DBD						
06/20/2023	Radio Communications	Camino ECC 2023 Comms Plan	HGA						
06/21/2023	Mobile and Portable Radios	User Manuals	HGD						
06/22/2023	Radio Communications	Camino ECC 2023 Comms Plan	HGA						
06/23/2023	Mobile and Portable Radios	User Manuals	HGD						
06/24/2023	Radio Communications	Camino ECC 2023 Comms Plan	HGA						
06/25/2023	Mobile and Portable Radios	User Manuals	HGD						
06/26/2023	Wildland Multi Company Evolution		LSD						
06/27/2023	Wildland Multi Company Evolution		LSD						
06/28/2023	Wildland Multi Company Evolution		LSD						
06/29/2023	Wildland Multi Company Evolution		LSD						
06/30/2023	Wildland Multi Company Evolution		LSD						
		utions Assignments							
	ual Wildland Fire Safety Refresher	RT-130: Annual Wildland Fire Safety Refresher							
(MOD #3)		(MOD #4)							
NFPA 1001 F	Fire Department Communications	EMS Opioid Overdose & Naloxone							
	Administration								

Notes: S-290 Intermediate Fire Behavior 6/6-6/9 GSA Conference Room Airport Road

S-231 Engine Boss 6/14-6/15 Station 122



## Amador Fire Protection District Lockwood Fire Protection District



2<sup>nd</sup> Quarter Training Schedule



	READING ASSIGNMENT	DATE	DRILL TOPIC	INSTR. / LOCATION / TIME
		4/5/23	EMS-Spinal Immobilization	B-Shift / 1830-2030
April	Read: VEMSA otocols	4/12/23	EMS-Airway Management	B-Shift / 1830-2030
Ap	Read: MVEMSA Protocols	4/19/23	EMS-Long Bone Injuries	C-Shift / 1830-2030
	ALCOHOL:	4/26/23	EMS-Soft Tissue Injuries	C-Shift / 1830-2030
		5/3/23	Drafting/Portable Pumps	A-Shift / 1830-2030
	Read: Water vs. Fire Handout	5/10/23	S-190 Wildland Fire Behavior Review	A-Shift / 1830-2030
May	Read: iter vs. Fi Handout	5/17/23	Wildland Entrapment Avoidance/Fire Shelter	B-Shift / 1830-2030
	Wate Ha	5/24/23	Wildland Strategy, Tactics & ICS Organization	B-Shift / 1830-2030
	THE LOAD	5/31/23	Tools and Line Construction	C-Shift / 1830-2030
	lan	6/7/23	Progressive Hoselays/Mobile Attack	C-Shift / 1830-2030
June	Read: :U Radi	6/14/23	WUI Tactics	A-Shift / 1830-2030
3	Read: AEU Radio Operating Plan	6/21/23	Communications Plan/Radio Usage	A-Shift / 1830-2030
	o o	6/24/23	Multi-Company Wildland Fire Drill	C Shift / 0900-1500

Vehicle Description	VIN License Number	July 1, 2017/18 Beginning of Fiscal Year Mileage	22/23 FY Odometer Reading	Repair Hours / Comments (out of service, Misc., etc. if applicable)	Dates	Maintenance Performed (description)	JUNE Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
C-5102 (Watkins) 2016 Ford F250 4x4 (Battalion Chief)	1FT7X2B60GEA66410 {E} 1485648	19,611	130,882		7/11/22 9/19/22 5/4/23	Les Schwab Tires - 4 New Tires, Wheel Spin (\$1,559.58) Sterlings - A Service, svc. rear differential (\$653.38) Sterlings - A Service, brake system flush and new brake pads (\$1,108.56)		\$17,535.87
C-5103 (Ebling) 2011 Ford F250 4x4 (Battalion Chief)	1FT7X2B62BEA30761 {E} 1306800	92,337	162,107		1/31/23 1/31/23 2/6/23 3/6/23 3/23/23 4/10/23	Lynch's Auto - A Service, towed in since it did not start, serp belt cracked, new starter, new brake rotors (\$2770.69)  ATR - Tow from HQ to Lynch's Auto; did not start (\$199.62)  Riebes - transmission fluid (\$14.30)  Riebes - cable chain, parts (\$183.28)  Auto Zone - Misc. parts, hood support lift (\$62.04)  Lynch's Automotive - Transmission leak repair from Feb. (\$448.06)		\$23,338.18
C-5104 (Yelinek)-2009 Ford F250 4x4 (Battalion Chief)	1FTSX21569EA15399 {E} 1294991	65,530	123,610		7/18/22 10/26/22 11/28/22 01/19/23 03/23/23 6/28/23	Sterling's Auto - A svc., exhaust manifold (\$1,898.63) Jackson Tire - tie rod end all 4 tires, alignments (thrust angle), track bar rebuild (\$1,428.84) O'Reilly - Fuel filter, oil, misc. (\$144.57) Lynch's - runs rough low power; rplcd fuel filter, fuel pump assembly and fuel pump driver module (\$1,541.61) O'Reilly - Wiper blades, LED fog capsule (\$120.11) Sterling - A service, front and rear brakes and rotors rplcd, misc. repairs (\$2,872.91)	\$2,872.92	\$28,366.05
C-5105 (Command) 2012 Ford Expedition 4x4 (HQ)	1FMJU1G5XCEF67187 {E} 1401123	67,531	100,963		11/28/22 2/6/23 2/9/23	O'Reilly - Wiper Blades, misc (\$56.90) Riebes - Battery (\$91.37) Sterling's Auto - A Service (\$86.11)		\$9,078.75
C-5106 (Dale) 2015 Ford Explorer AWD (PIO) Prev 5100	1FM5K8AR7FGB25939 {E} 1460509	19,530	92,078		07/06/22 11/14/22	Riebes - Battery (\$177.40) Sterlings Auto - A Svc and wiper blades (\$149.20)		\$5,796.59

C-5107 (Chew) - 2010 Ford Expedition XLT 4x4 (Prevention)	1FMJU1G59AEA43199 {E} 1305976	162,270	254,819	7/26/22 11/28/22 12/6/22 02/21/23	Sterling's Auto - A svc. and pads (\$704.38) Les Schwab - alignment; 4 wheel, system sensor (\$414.58) Sterling's Auto - A svc., wiper blades, control arm and ball joint assmbly related to shock and strut/alignment, labor (\$1,753.90) Sterling's Auto - warning lights, abs control module, program abs	\$716.87	\$32,780.41
(previously 5101,5108)	(E) 1303710			03/08/23 4/10/23 6/5/23	module, parts and labor (\$1,306.46) Sterling's Auto - headlights stayed on, did not shut off (\$317.56) Riebes - lights (\$17.22) Sterling Auto - A svc, front brake pads (\$716.87)		
		/		131	Reservices to CI 5		121:00
E-5111 2015 Rosenbauer 4x4 (111 First Out)	54F2CB417FWM11449 {E} 1488122	19,474	72,077	7/29/22 8/29/22 9/20/22 9/21/22 9/27/22 10/17/22 12/05/22 02/21/23 4/26/23 5/9/23 6/5/23 6/5/23 6/13/23	Cummins - new engine and misc. work,paid in full by Rosenbauer (\$17,182.38)  Burton's - Repair oil leak,, pump test, various repairs, rebuild tank to pump valve leaking water (\$8240.38)  Burtons Fire - travel time (tech at 111), transfer box eval/misc seals, coolant leaks (\$1,845.17)  Burtons Fire - Rplc front and rear braks/hardware kit, rplc ps cab lock (\$6,362.27)  Jackson Tire - 4 New Rear Tires (\$3,244.86)  Les Schwab - Wheel spin balance (\$75.98)  Riebes - Tire chaing (\$720.05)  Burtons - Coolant sensor, turbo, misc. (\$2,346.74)  Jackson Tire - Dismount and remount 4 rear tires (\$140)  Hi-Tech Emerg Vehicle Service - LED Solaris Rot, Beacon Red/Red (\$1,162.49)  Riebes - Sgallon transmission fluid and other parts (\$247.57)  Riebes - Oil seal \$77.56  Lynch's - repaired transfer case seal which was pushed out (\$1,092.22)	\$1,417.35	\$68,268.49
E-5113 1991 KME 4x4	1HTSEPCR4NH415881 {E} 349699	80,306	88,675				\$0.00
SQ-5115 2003 Ford F350 4X4 (previously SQ-145)	, 1FDWF37P23ED60337 {E}1159107	42,236	44,906	11/28/22	O'Reilly's - Battery (\$336.94)		\$12,915.47
WT-5116 2015 Kenworth	2NKHHJ8X9FM437394 {E}1410351	2,230	5,913				\$7,712.26
OES - 4309 2020 ITL/BME MODEL34	; 3H SEETAR7ML185470	-					\$0.00

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E-5123 2001 International Westmark	1HTSEADR71H370327 {1034294}	99,018	106,471	8/1/22 8/3/22 8/23/22 9/6/22 9/16/22 01/09/23 01/24/23 2/6/23 3/6/23 3/08/23 4/10/23	Burton's Fire, Inc - Water guage (\$464.22) Burton's Fire, Inc - Resolve loss of power, rebuild transfer vavle actuator, rplc foam pro controller head, rplc pump, flow meter, misc. fire pump repairs (\$13,572.06) Lynch's - AC svc and rplc low side fitting, install new AC condensor, repair transmission mounts (\$3,385.91) Auto Zone - Oil and misc. parts (\$57.79) Riebes - 6-lamp kits (\$252.07) Doug Veerkamp - bad oil leak @ front differential (\$3,273.71) Riebes - coupling (\$38.68) O'Reilly Parts - Radiator Cap (\$6.91) Riebes - Wiper blades (\$19.37) Riebes - Fuel Filter (\$33.77) ATR - Tow truck from Pioneer to Lynche's (\$1,125.00) Lynch's Auto - truck was towed to repair electricial fire, power wires ground out on exhaust causing wires to melt and battery start on fire (\$2,743.52) Riebes - wiper blades, thermo sleeve, misc. parts (\$78.84) Riebes - lamp kit (\$160.17) Riebes - lift support (\$33.77) Lynch's - Repaired leak in abs valve on passenger side, rear drums hot and glazed, rear axle seal leaking and shoes are oil soaked (\$3,152.65)	\$49,184.53
SQ-5125 2008 Ford F350 (Previously SQ-115)	1FDWX37RX8EC15309 {E}1281212	99,175	113,041			\$9,308.80
WT-5126 2007 Kenworth	2NKMHZ8X67M199258 {E} 1212617	16,891	21,585			\$25,567.32
,						

22-23 Vehicle Maintenance

E-5141 2018 Rosenbauer (114 First Out)	54F2CA414JWM12044 {E}1369499	0	-	OOS - Riverview	11/14/22	Jackson Tire Svc - 2 New Front Tires (\$1,861.98)  US Bank Card Spalusa -Rplcmt condenser fan (\$149.41)  Riebes - Misc. parts (\$37.69)  Riebes - Tire Chains (\$720.05)  Riverview Int'l - AC Inop, Alignment (\$2,723.15)  Jackson Tire - 4 swap inner and outer rear tires (\$140.00)  Any and All - Engine Coolant Leak Repair, rplcd 6ft of bad heater hose with new provided by AFPD (\$118.72)  Any and All - High pressure water line repair (\$498.61)  Riebes - 2 batteries and fees (\$843.85)  Riebes - drain fill plugs (\$16.14)  Riebes - Heater hose and parts (\$187.27)  Riverview - oil leaks; rplcs leaking turbo drain fitting and hose, reseal leaking front cover, cam sensor, install heat protective sleeve on coolant hose rear of engine (\$3,365.36)  Riverview - leak at rear main seal, found plugged crankcase filter tube (\$882.11)	\$51,012.30
WT-5146 1996 International	1HTSDADR7TH397632 {E} 035872	38,174	50,321		12/19/2022 01/09/23	Lynch's Auto - Low air warning switch leaking air, leak in hose (\$666.86) Riebes - 3 batteries (\$632.89)	\$22,852.86
E-5148 2003 HME (reserve) (Previously E-5141)	44KFT42822WZ20024 {E}1159077	82,595	131,320		7/05/22 7/6/22 7/12/22 8/3/22 9/7/22 9/19/22 10/11/22 01/09/23 01/26/23 2/6/23 3/06/23 3/23/23 4/10/23	Dale Diesal Performance (\$162.02) Riebes - Coolant (\$72.14) Dale Diesal Performance (\$240) Napa Parts - Starter (\$485.44) ATR - Tow from Pioneer to Doug Veerkamp (\$1,687.50) Doug Veerkamp - A service, turbo charger broken pressure side, labor (\$5392.41) Les Schwab - 2 widebase hwy tubless tires, wheel spin balance (\$1,628.91) Riebes - switch rocker (\$15.07) Jackson Tire - 4 new tires (\$2976.30) US Bank - Summit; lights (\$103.36) Riebes - wiper blades (\$61.40) Doug Veerkamps - A Service, dash gauges inop, park brake valve leaking (\$7,193.56) O'Reilly - Wiper Blades (\$13.79) Lynch's Automotive - Exhaust leak repair, found manifold broken (\$2,440.47) Riebes - drain fill plugs, beamed lights (\$187.27)	\$81,185.96
E-5214 2008 Ford F550	1FDAX57R58EB35812 {E}1281210	28,278	32,887		3/23/23 3/23/23 4/24/23	O'Reilly - Tire Chains (\$161.86) US Bank Parts Geck - Hood Release Cable (\$71.54) Dale Diesel Performance - A service, transmission flush, differential service, aux. pump oil change, greases points on chassis + labor (\$1408.01)	\$9,969.4

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WT-5216 2015 Kenworth	2NKHHJ8X7FM437393 {E}1410352	3,030	10,955			\$6,44
E-5221 2003 HME	44KFT42842WZ20025 {E} 1159078	97,576	143,192	2/15/23 3/27/23 3/27/23 4/10/23	Riverview Int' - Primer valve leaks and sticky, fuel tank door, booster tank sump leaking water, chassis batteries wont hold charge, misc. (\$4,944.24)  Jackson Tire - Repair flat (\$40.39)  Jackson Tire - 4 New tires (\$2,603.83)  Riebes - lamp kit and sealed beam lights (\$331.29)	\$66,02
E-5222 1991 KME	1HTSDPCR0NH416110 {E} 349698	54,320	60,143			\$3,81
E-5223 1998 International	1HTSDADR6WH551543 {E} 993299	38,623	48,611	8/23/22 2/6/23	Galls - Code 3 siren w/ light controls (\$592.99) Riverview - multiple repairs in frame/engine, preassurized cooling sys, cylinder leak (\$33,828.61)	\$53,25
E-5228 2000 HME (122 First Out)	44KFT4287YWZ19055 {E} 959496	49,507	45,186	7/6/22 7/11/22 12/19/22 01/24/23 2/6/23 2/6/23 2/6/23 3/8/23 3/23/23 4/10/23	Riebes - Misc. Parts, oil, AC refrid., (\$350.11) LN Curtis - Plumbing Gaskets (\$114.99) Glass Doctor - Rplcd and install new windshield (\$1,695.91) US Bank - R Truck Parts; muffler (\$298.12) Riebes - fuse box (\$45.24) ATR - tow (\$900) ATR - tow (\$1,134.00) Lynche's Auto - power steering leaking (\$573.21) O'Reilly - Antifreeze (\$38.79) Riebes - lamp kit (\$160.17) Riebes - Oil, misc. parts (\$57.60)	\$56,07
WT-5236 2007 Kenworth	2NKMHZ8X87M199259 {E} 1212616	9,833	12,371	11/21/22 12/27/22	Riverview Int'l Trk - repair damaged plumbing at rear of tank fill and annual inspection (\$9,700.42) Big Rig World - hood hinge (\$199.94)	\$12,58
U-5310 2008 Ford (Utility)	1FTSW21R98EC31882 {E} 8V25580	30,500	39,761	8/30/22 12/05/22 12/05/22 2/6/23 2/6/23	Lynch's - A service, new brake pads, hoses (\$2,094.35) Riebes - windshield wipers (\$31.31) Jackson Tire - 4 new sensors, install (\$324.07) Riebes - spark plug, sealed bean lights, misc. (\$66.77) Riebes, lights, misc. (\$32.09)	\$2,50
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			r			particular to the control of the con		
E-5361 2016		8,502			7/31/22	JRCH Reimbursement - Jun (\$-0.00)		\$18,494.56
Rosenbauer					8/31/22	JRCH Reimbursement - Jul (\$-0.00)		
(116 First Out)					9/27/22	JRCH Reimbursement - Aug (\$-0.00)		
					9/30/22	Burton's Fire - DEF quality sensor, A service, drivers seat belt alarm,		
						coolant sensor alarm (\$2,934.62)		
					10/31/22	JRCH Reimbursement - Sep (\$-2,934.62)		
					11/28/22	O'Reilly - Hose, misc. (\$78.05)		
					11/28/22	O'Reilly - Antifreeze, misc. (\$47.39)		
					11/30/22	JRCH Reimbursment - Oct (\$-0.00)		
	54F2CA512GWM11580				12/31/22	JRCH Reimbursement - Nov (\$-125.44)		
	{E} 1425867		54,316		01/31/23	JRCH Reimbursement - Dec (\$-0.00)	\$668.52	
					2/6/23	Riebes - wiper blades (\$15.66)		
					2/28/23	JRCH Reimbursement - Jan (\$-0.00)		
					3/28/23	Burton's Fire - Cab Corner (\$88.14)		
					3/31/23	JRCH Reimbursement - Feb (\$-15.66)		
					4/30/23	JRCH Reimbursent - Mar (\$-88.14)		
					5/4/23	Riebes - Reflectors and wiper blades (\$53.95)		
					5/30/23	Burton's Fire - Latch/misc. parts (\$43.80)		
					5/31/23	JRCH Reimbursement - Apr (\$-0.00)		
					6/5/23	Riebes - Batteries (4) \$766.27		
					6/30/23	JRCH Reimbursement - May (\$-97.75)		
E-5364 2008		32,581			7/31/22	JRCH Reimbursement - Jun (\$-0.00)		\$13,568.13
Ford F550 4x4					8/3/22	Lynch's - repair cause of loss of power, injector and fuel supply pipe		
						rplcd (\$2,191.91)		
					8/31/22	JRCH Reimbursement - Jul (\$-0.00)		
				0	9/26/22	Lynch's Auto - A service, faulty air bag module, glow plugs, flushed		
						trasmission and replaced fuel filters (\$3,399.41)		
					9/30/22	JRCH Reimbursement - Aug (\$-2,191.91)		
					10/31/22	JRCH Reimbursement - Sep (\$-3,399.41)		
	4 777 4 77 6 77 6 77 6 77 6 77 6 77 6 7				11/30/22	JRCH Reimbursement - Oct (\$-0.00)		
	1FDAW57R38EC53893 {E} 1356272		45,299		12/31/22	JRCH Reimbursement - Nov (\$-0.00)		
	(-) a				01/31/23	JRCH Reimbursement - Dec (\$-0.00)		
					2/28/23	JRCH Reimbursement - Jan (\$-0.00)		
					3/23/23	O'Reilly - Tire Chains (\$175.10)		
					3/31/23	JRCH Reimbursement - Feb (\$-0.00)		
					4/10/23	Lynch's Automotive - Repair oil leak from left side valve cover (\$713.59)		
1					4/10/23	Riebes - front tire cables, parts (\$131.07)		
					4/30/23	JRCH Reimbursement - Mar (\$-175.10)		
					5/31/23	JRCH Reimbursement - Apr (\$-844.66)		
			1		6/30/23	JRCH Reimbursement - May (\$-0.00)		

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E-5368 2007		62,266		7/31/22	JRCH Reimbursement - Jun (\$-0.00)		\$38,549.46
E-ONE				8/31/22	JRCH Reimbursement - Jul (\$-0.00)		
				9/6/22	LN Curtis - parts for intake manifold (\$2,371.88)		
				9/26/22	Riverview Int'l Trk - Interm. no start condition, pump pack leak, coolant		
					leaking, filter minder damaged (\$4,197.41)		
				10/31/22	JRCH Reimbursement (\$-6,569.29)		
				11/30/22	JRCH Reimbursement (\$-0.00)		
				12/19/22	Lynch's Auto - Rplcd drums, shoes and brake pads (\$1,944.14)		
				12/31/22	JRCH Reimbursement (\$-0.00)		
				01/09/23	Riebes - headlight bulbs, windshield wipers (\$33.37)		
				01/19/23	Lynch's Auto - Engine will not hold on a hill, e brake, rplcd brake valve		
					in dash, rplcd brake pots w/ piston pots (\$2,806.92)		
	4ENGAAA8371002458		119,035	01/31/23	Lynch's Auto - brake pedal travels further - found R rear slack adjuster	-\$27,963.08	
	{E} 1356273		117,035		broken; rplcd both slack adjusters (\$689.64)	-\$21,905.00	
				01/31/23	JRCH Reimbursement - Dec (\$-1,944.14)		
				2/6/23	Riebes - oil (\$37.69)		
				2/27/23	Jackson Tire - 4 New Tires (\$4,355.25)		
			1	2/28/23	JRCH Reimbursement - Jan (\$-3,529.93)		
				3/08/23	Lynch's Auto - Driver side wiper inoperable (\$390.00)		
				3/31/23	JRCH Reimbursement - Feb (\$-4,392.94)		
				4/30/23	JRCH Reimbursement - Mar (\$-390.00)		
				5/25/23	Riverview Int'l - full service; governor pump panel inop, pump test,		
					chassis air system svc, front and rear springs sagging/suspension service,		
					wheel alignment, parts and labor (\$27,963.08)		
			1	5/31/23	JRCH Reimbursement - Apr (\$-0.00)		
				6/30/23	JRCH Reimbursement - May (\$-27,963.08)		

-\$22,287.42 \$726,292.80

### AGENDA TRANSMITTAL FORM

Regular Agenda

To:	Amador Fire Protection Board of	<u>Directors</u>		Consent Agenda Blue Slip					
Date: 0	7/18/2023			Closed Session					
	obert Withrow	P	Meeting Date Requester thone Ext. x391 07/18/2023						
1101111	(Department Head - please type)		TOTO EAC.	07/10/2023					
Departmen	t Head Signature								
Agenda Title:	MINUTES								
Summary: (Pro	ovide detailed summary of the purpose of th	is item; attach additio	onal page if necessary)						
Review and	approval of the Board of Directors reg	gular meeting min	utes of June 20th, 2023.						
Recommendat	ion/Requested Action:								
	nutes as presented or revised (attach budget transfer form if appropriate)		0.5						
	(attach budget transier form il appropriate)		Staffing Impacts n/a						
n/a									
Is a 4/5ths vote	Yes No X			NO NA X					
Committee Rev	view?	N/A ⊠	Ordinance Attached Yes	No No N/A					
Committee Red	commendation:		Comments:						
Request Revie	ewed by:								
Chairman		Counsel							
Auditor		GSA Dir	rector						
CAO		Risk Ma	nagement						
Distribution Ins	tructions:								
n/a									
FOR CLERK USE ONLY									
Meeting Date		Time	E ONL F	# 1000000000000000000000000000000000000					
4		samue F							
Board Action	n: Approved Yes No Una	nimous Vote: Yes	No						
Ayes:									
Noes			e						
Absent:									
Distributed on	A new ATF is required from		nis is a true and correct copy of action nador Fire Protection District.	s) taken and entered into the official					
	Department	ATTECT							
Completed by	For meeting of		Board Clerk						

#### AMADOR FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Meeting Was Recorded

Jackson, California Tuesday, June 20, 2023 10:30 AM

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:

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

#### Absent:

#### Staff:

Robert Withrow, Fire Chief Nicole Cook, Clerk of the Board

#### **AGENDA**

MOTION: It was moved by Director Crew and seconded by Director Forster and carried 5-0-0, to approve the agenda and addendum items. Chair Brown announced addendum items to be 0-a and 0-b under Administrative Matters.

PUBLIC MATTERS NOT ON THE AGENDA: Cindy Grandbois, member of the public addressed the Board by asking who will be performing the City of Jackson Prevention Services. What is the plan? Chief Withrow answered that Larry Stanton, AFPD's previously retired Deputy Fire Marshal is qualified and will be working part time until the position can be filled. The backup plan to Larry would be to hire a third party to handle those services. Director Forster requested that Chief Withrow contact Cal Fire, declaring no burning permitted. Director Axe asked if mowing and weed eating is still okay and Chief Withrow answered yes, before 10:00 am and after 6:00 pm and not on a windy day.

#### **ADMINISTRATIVE MATTERS**

<u>Property Insurance Renewal:</u> Chief Withrow presented. Discussion ensued relative to subject matter.

**MOTION:** It was moved by Director Axe and seconded by Director Crew and carried 5-0-0 to approve Resolution 23-08 as presented.

#### **RESOLUTION NO. AFPD 23-08**

Resolution Approving Property Insurance Proposal by George Petersen Insurance Agency Effective 07/01/2023

<u>Medical Director Services Agreement Addendum:</u> Chief Withrow presented. Discussion ensued relative to subject matter. Chief Withrow expressed that the District needs to continue down the path with advanced EMT services and needing a third party like a Medical Director to evaluate and ensure the Districts is in compliance.

**MOTION:** It was moved by Director Forster and seconded by Director Axe and carried 5-0-0 to approve Resolution 23-09 as presented.

#### **RESOLUTION NO. AFPD 23-09**

Resolution Approving Professional Service Agreement Second Amendment for a Fire Medical Service Director between Amador Fire Protection District and the Permanente Medical Group, Inc. A California Professional Medical Corporation (TPMG or Contractor).

#### Fire Chief Update:

<u>District Events:</u> Kayla Dale, PIO presented. Discussion ensued relative to subject matter. No action was taken. Events mentioned are below:

- May 13th Jackson Pines Coffee in the Court
- May 27<sup>th</sup> Italian Benevolent Society Parade
- May 29th Engine Present at the Memorial Day Ceremony in Plymouth
- June 3<sup>rd</sup> Burke Ranch Evacuation Drill
- June 10th Amador Pines Fire Presentation
- June 11th Guns n' Hoses annual softball tournament Mule Creek won
- June 15<sup>th</sup> Sierra Highlands Fire Presentation
- June 29<sup>th</sup> will be first ever Fire Resource Meeting in partnership with the Amador Fire Safe Council located in the Board Chambers and open to the public.

Social Media updates include an AFPD YouTube Channel, Twitter, Facebook, Instagram and TikTok. You Tube video will include: Firework safety, seatbelt safety, pets and children in hot car safety video. The social media outlet provides an immediate source of factual and vetted information promptly and professionally.

Director Forster asked how many Fire Wise communities in Amador. Kayla answered 32 completed and 17 are on the waiting list. Director Brown thanked Kayla for attending the District 3 meetings.

Chief Withrow congratulated the four recruits who successfully graduated the Academy. He also thanked Captain Eric Paine for his hard work as the Drill Master while continuing to work his shift as a station Captain. Chief also updated the Board that he had attended a City of Plymouth council meeting and has met with the City

Manager to discuss a punch list of repairs needed at station 122. The District will provide up to \$500 and labor up to a certain point. They plan to bring to the council to approve funding.

<u>Recognition and Awards:</u> Discussion ensued relative to subject matter. No action was taken. Chief congratulated Engineer Razo and Firefighter Tomlinson for receiving the Mason's award for outstanding service. Firefighter Schantz and Firefighter Vincent were recently promoted to Engineer. The badge pinning was performed at the fire station where it was convenient for the family.

<u>Volunteer Program:</u> Discussion ensued relative to subject matter. No action was taken. Chief announced that the volunteers are active and responding. They continue to receive training. Director Axe how many volunteers and Chief answered 23, 22 being active.

New Station: Discussion ensued relative to subject matter. No action was taken. Chief stated that Mario's removed the log deck but there has been no grading nor as a conversation happened with them. There is also a load skidder track on the property that will need to be removed. Toma & Associates is almost complete. Once received, we intend to forward to Jon Hopkins, GSA for the drafting of RFQ.

New Proposed Benefit Assessment Update: Discussion ensued relative to subject matter. The District was inundated with questions and answers at first, it has calmed down. The Chief also thanked Cindy Grandbois for defending and giving accurate information on social media. There were town hall meetings, a KVGC interview, the Ledger newspaper printed an article. The votes will be tabulated on the 20<sup>th</sup> of July and there is a special meeting on the 8<sup>th</sup>.

Preliminary Budget for Fiscal Year 2023-2024: Discussion ensued relative to subject matter. Chief Withrow presented. The Chief thanked Stacy and Nicole for their hard work. The two major differences is that the revenue for the fire season has been scaled back and the apparatus replacement plan. The Board was also updated that the Jackson Band of Miwuk Indians would like to keep the personal protective equipment and apparatus replacement funding and reimburse the existing. They will reimburse the District as the need comes in. Director Oneto and Chief Withrow discussed radios and fire ground communication.

MOTION: It was moved by Director Forster and seconded by Director Axe and carried 5-0-0 to approve the Preliminary Budget for Fiscal Year 2023-2024.

Public Hearing for Final Budget is set for September 19, 2023.

#### **RESOLUTION NO. AFPD 23-07**

Resolution Approving the Preliminary Budget Fiscal Year 2023-2024

**<u>District Monthly Reports:</u>** Discussion ensued relative to subject matter. Chief Withrow presented.

Call Report: No action taken, report only

Training Report: No action taken, report only

Vehicle Maintenance Report: No action taken, report only

#### **MISCELLANEOUS MATTERS:**

Minutes for Meeting from May 16, 2023: Discussion ensued relative to subject matter.

<u>MOTION:</u> It was moved by Director Forster and seconded by Director Crew and carried 5-0-0 to approve the May 16<sup>th</sup> regular meeting minutes with no corrections.

**ADJOURNMENT:** At 11:38 am. Chair Brown adjourned the meeting until Tuesday, the 18th of July 2023.

