

Tuesday, August 20, 2024

**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 4:30 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. Public hearing items will commence no sooner than the times listed on the agenda.

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-phone#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: 816 5298 3428#

Passcode: 761904

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

<https://us02web.zoom.us/j/81652983428?pwd=6p0OGw9nFXuMGmEC1caUvaXTctheBE.1>

REGULAR MEETING AGENDA

DATE: August 20, 2024
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 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 Amador Fire Protection District 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 person.**

ADMINISTRATIVE MATTERS:

1. **FIRE CHIEF'S UPDATE:** Discussion relative to subject matter.
 - A. **OPERATIONS**
 - I. **ILLEGAL BURNING CITATIONS**
 - II. **MUTUAL AID AGREEMENT BETWEEN EL DORADO COUNTY/DIAMOND SPRINGS AND AFPD**
 - III. **RECRUIT FIREFIGHTER ACADEMY**
 - B. **FIRE PREVENTION**
 - C. **PUBLIC INFORMATION OFFICER**
 - D. **VOLUNTEER PROGRAM**
2. **MEMORANDUM OF AGREEMENT BETWEEN THE AMADOR FIRE PROTECTION DISTRICT AND THE IONE BAND OF MIWOK INDIANS:** Discussion and possible action relative to subject matter.
3. **CHANGE OF ORGANIZATION TO AFPD:** Discussion and possible action relative to the Local Agency Formation Commission (LAFCO) initiating the proceedings for a change of organization to AFPD and the dissolution of the Lockwood Fire Protection District.
4. **NEW FIRE STATION:** Discussion and possible action relative to subject matter.
5. **SURPLUS EQUIPMENT:** Discussion and possible action relative to subject matter.
6. **DISTRICT MONTHLY REPORT:** Discussion relative to subject matter for items A-C.
 - A. **TRAINING**
 - B. **VEHICLE MAINTENANCE**
 - C. **CALL REPORT**

MISCELLANEOUS MATTERS:

7. **MINUTES:** Discussion and possible action. Review and approval of the regular minutes from July 16, 2024.

ADJOURNMENT: Tuesday, September 17, 2024

******* DO NOT REMOVE UNTIL AFTER 08/21/2024 *******

AGENDA TRANSMITTAL FORM

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
08-20-24	

To: Amador Fire Protection Board of Directors

Date: 08-20-24

From: Robert Withrow Phone Ext. 391
 (Department Head - please type)

Department Head Signature _____

Agenda Title: FIRE CHIEF'S UPDATE

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Discussion relative to subject matter:

A) Operations
 B) Fire Prevention
 C) Public Information Officer
 D) Volunteer Program

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____

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

Comments: _____

Committee Review? Name _____ N/A

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 _____ 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
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AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08-20-2024

From: Robert Withrow Phone Ext. x391
 (Department Head - please type)

<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>08-20-2024</u>	

Department Head Signature _____

Agenda Title: MEMORANDUM OF AGREEMENT BETWEEN AFPD AND THE IONE BAND OF MIWUK INDIANS

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

Discussion and possible action relative to providing fire and emergency medical services to the lone Band of Miwuk Indians.

Recommendation/Requested Action:
Discretion of the Board

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts n/a

Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Comments: _____
Committee Review? Name _____ N/A <input type="checkbox"/> 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 _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____ Comments: _____		

Distributed on _____	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
Completed by _____		



GREGORY GILLOTT
County Counsel

LESLEY GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA CREACH, LEGAL ASST.

STAFF REPORT

TO: Board of Supervisors

FROM: Greg Gillott, County Counsel

DATE: August 12, 2024

RE: Proposed Memorandum of Agreement between AFPD and the Ione Band of
Miwok Indians

As you are aware, the Ione Band of Miwok Indians is moving forward with its casino project on its Tribal land in Plymouth. In developing the project, the Tribe is generally following the procedures set forth in its Compact with the State of California, which includes a limited process by which the County, and other certain public entities may review and comment on the proposed project. Starting in February, staff, along with Directors Crew and Forster, have met and negotiated with the Tribe, and have worked to develop a proposed Memorandum of Agreement regarding mitigation of impacts to AFPD related to the casino project. The proposed agreement is presented now for consideration and possible approval by AFPD.

In summary, pursuant to the proposed agreement, starting two-months prior to the casino's opening date, the Tribe will fund 3 FTE Firefighters/Company Officers to be stationed in the Plymouth area in an amount not to exceed \$400,000 for the first year. Future adjustments to the mitigation amounts are tied to the actual costs of the supported positions, rather than a CPI adjustment. The remainder of the proposed agreement follows the substance of the Intergovernmental Agreement between the County and the Tribe that was entered into by the parties effective May 28, 2024.

**MEMORANDUM OF AGREEMENT
BETWEEN THE AMADOR FIRE PROTECTION DISTRICT
AND THE IONE BAND OF MIWOK INDIANS**

This Memorandum of Agreement (this "Agreement") is made effective as of August ____, 2024, by and between the Amador Fire Protection District ("AFPD"), a California fire protection district, and the Ione Band of Miwok Indians (the "Tribe"), a federally recognized Indian tribe.

RECITALS

WHEREAS, in 1994, the federal government reaffirmed the Tribe's federally recognized status; and

WHEREAS, in 2003, the Tribe commenced efforts to restore trust lands on which to engage in tribal gaming for the purpose of promoting strong tribal government, self-sufficiency, and providing essential government services; and

WHEREAS, in November 2005, the Tribe submitted an application to the United States Department of the Interior, Bureau of Indian Affairs, requesting the Secretary of the Interior restore the Property, comprised of approximately 228 acres of mostly unincorporated land located on the east side of State Highway 49 south of the City of Plymouth, in trust for the Tribe; and

WHEREAS, in February 2009, the Bureau of Indian Affairs issued a final environmental impact statement assessing the environmental consequences and identifying necessary mitigation measures regarding the proposed trust acquisition and casino project for the Tribe pursuant to NEPA; and

WHEREAS, in May 2012, the Bureau of Indian Affairs issued the Record of Decision and published notice of a final agency determination to restore the Property in trust for the Tribe; and

WHEREAS, in March 2020, the Bureau of Indian Affairs placed 224 acres of the Property in trust for the Tribe; and

WHEREAS, in August 2020, the Tribe entered into a Tribal-State Compact with the State of California to authorize Class III Gaming on the Trust Property pursuant to IGRA; and

WHEREAS, in September 2022, the Ione Band Economic Development Authority, an unincorporated instrumentality of the Tribe, entered into agreements for the development and management of the Project, including the construction and operation a significantly smaller gaming facility than the preferred alternative approved in the Record of Decision for the trust acquisition; and

WHEREAS, in conformance with the Tribal-State Compact, the Tribe has adopted a Mitigated Negative Declaration for the Project that describes proposed mitigation measures to reduce the potentially significant effects of the Project on the off-reservation environment to a less-than-significant level; and

WHEREAS, to effectuate its commitment to mitigate the potentially significant impacts on the off-reservation environment, the Tribe has agreed to enter into this Agreement with AFPD in addition to a letter agreement with the State if required; and

WHEREAS, the Tribe has not requested AFPD to issue and AFPD does not commit itself to issue any discretionary approval of any kind under this Agreement; and

WHEREAS, the primary purpose of this Agreement is to provide a funding mechanism for the Tribe to mitigate increased costs to AFPD for the provision of fire protection and emergency medical services for the Project identified in the environmental documents; and

WHEREAS, the District is authorized to provide fire and emergency medical services for the Project pursuant to sections 16463 and 16463.5 of the California Public Utilities Code sections 13682, 13863 and 13878 of the California Health and Safety Code; and

WHEREAS, the Tribe is authorized to engage a third party such as the District to provide fire and emergency medical services for the Project pursuant to the Tribe's inherent sovereignty over its citizens and territory; and

WHEREAS, the Tribe has determined that this Agreement is necessary and appropriate in connection with the Project; and

WHEREAS, AFPD has determined after public meeting that it is in the best interest of AFPD to enter into this Agreement; and

WHEREAS, AFPD and the Tribe wish to enter into this Agreement to establish a cooperative and mutually respectful relationship.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

The capitalized terms not defined elsewhere in this Agreement shall have the following meanings:

"Agreement" means this Memorandum of Agreement between AFPD and the Tribe.

“Bureau of Indian Affairs” means the Bureau of Indian Affairs of the United States Department of the Interior.

“CEQA” means the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*) and the guidelines promulgated thereunder, as the same may be amended or modified from time to time.

“Class III Gaming” means the forms of class III gaming defined as such in 25 U.S.C. § 2703(8) and by the regulations of the National Indian Gaming Commission.

“Construction Date” means the later of the date the Tribe closes a loan to obtain funding to finance construction of the Gaming Facility or commences vertical construction of the Gaming Facility.

“County” means Amador County, California, a political subdivision of the State, and its departments, agencies and subdivisions.

“FTE” means full time equivalent.

“Gaming Facility” means any building on the Trust Property in which Class III Gaming authorized under the Tribal-State Compact occurs.

“Gaming Operations” means the commercial operation of the Gaming Facility on the Trust Property after the Opening Date.

“IGRA” means the Indian Gaming Regulatory Act of 1988 (25 U.S.C. § 2701 *et seq.*) and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“Mitigated Negative Declaration” means the Tribal Initial Study / Mitigated Negative Declaration for the Ione Plymouth Casino Project, dated January 2024, issued by the Tribe pursuant to Section 11.0 of the Tribal-State Compact.

“NEPA” means the National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*) and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“Opening Date” means the date on which the Tribe commences commercial operation of the Gaming Facility on the Trust Property.

“Party” means AFPD or the Tribe.

“Parties” means AFPD and the Tribe.

“Project” means the development, construction and operation of the Gaming

Facility and related amenities on the Trust Property.

“Property” means the 228.04 acres of land which the Acting Assistant Secretary-- Indian Affairs, on May 24, 2012, made a final agency determination to acquire in trust for the Tribe (77 Fed. Reg. 31871).

“Public Entity” means any federal, State, regional or local governmental entity, public authority, public agency, public corporation or any subdivision thereof, including, without limitation, AFPD.

“Record of Decision” means the final document issued by the Bureau of Indian Affairs in May 2012 which sets forth the preferred alternative for the proposed action by the Tribe and identifies and adopts mitigation measures to minimize or avoid environmental harm from the preferred project alternative.

“Secretary” means the Secretary of the United States Department of the Interior or her or his representative.

“State” means the State of California.

“Tribe” means the Ione Band of Miwok Indians, a federally recognized Indian tribe.

“Tribal-State Compact” means the Tribal-State Compact Between the Tribe and the State dated August 3, 2020, and made effective on December 11, 2020, authorizing the conduct of Class III Gaming activities by the Tribe pursuant to IGRA.

“Trust Property” means the approximately 224 acres of the Property held by the United States in trust for the Tribe, more particularly described and shown in Appendix A of the Tribal-State Compact, and any contiguous lands within or outside the Property that are taken in trust for the Tribe.

2. Mitigation Payments

The Tribe shall make the following payments to compensate AFPD for fire protection and emergency medical services to be provided by AFPD as a consequence of the Project and to mitigate impacts of the Project on fire protection and emergency medical services in the County.

(a) Recurring Payments

Starting no later than two months prior to the Opening Date, the Tribe shall fund the actual costs for three (3) FTE firefighter/company officers, who will be stationed in the Plymouth area. The amount for the first year following opening will not exceed \$400,000.

(b) Payment Terms

Starting at the end of the first calendar quarter after the Opening Date and each calendar quarter thereafter, AFPD shall provide the Tribe with an invoice of actual costs incurred. The Tribe shall pay the invoiced amount to AFPD within thirty (30) days of receipt of each invoice.

(c) Adjustment

The parties recognize that the appropriate mitigation to address impacts of the Project on fire protection and emergency medical services is the actual costs incurred by AFPD for three (3) FTE firefighter/company officers. As such, if at any time after the first year such actual costs exceed \$400,000, the Tribe shall be obligated to pay the actual costs incurred by AFPD for such officers.

3. Payment Matters

(a) Contingency of Payments

The Parties acknowledge and agree that the Tribe's payments set forth in Section 2 of this Agreement are, and shall be, contingent upon the occurrence of the Construction Date. The Parties further acknowledge and agree that the Tribe's obligation for the recurring payments set forth in Section 3 of this Agreement are, and shall be, contingent upon (i) the occurrence of the Opening Date and (ii) ongoing gaming operations. In the event the Construction Date does not occur for any reason, no payments shall be owed and the Tribe shall have no further obligations under this Agreement. Any and all amounts paid hereunder shall be recorded in AFPD's financial statements and properly identified in the AFPD budget or as required with respect to AFPD's budget process. Further, such amounts that are not expended within a particular fiscal year of AFPD, including any interest income earned thereon, shall be reserved and used in future budget years for such purposes, and accounted for in strict accordance with: (i) generally accepted accounting practices, (ii) generally accepted auditing practices, (iii) final statements and pronouncements of the Governmental Accounting Standards Board, (iv) the Compact, and (v) federal, state, and local laws, regulations, and requirements.

(b) Deductions

The Tribe may deduct from the next payment that the Tribe would otherwise be required to make pursuant to Section 3 of this Agreement the amount of any payments, if any, which the Tribe receives, or is entitled to receive, from state, federal or other sources and directs to be paid to, and is accepted by, AFPD for the purposes set forth in this Agreement.

4. Funding Mechanism

This Agreement only creates a funding mechanism to compensate AFPD for increased costs to AFPD as they related to fire protection and emergency medical services for the Project. By approving and performing the transactions contemplated by this Agreement, the County does not, and does not commit itself to, (i) issue any lease, permit, license, certificate or entitlement for use, (ii) develop, construct or improve any facilities or cause any other physical changes to the environment, or (iii) approve, shape, deliberate on or otherwise exercise judgment over any federal or state actions for the Project. Further, nothing in this Agreement contemplates or commits the County to any project which may result in a potentially significant physical impact on the environment. If and to the extent AFPD hereafter determines that it is required to comply with CEQA with respect to any "project" (as such term is defined in CEQA) which causes a physical change in the environment, AFPD fully intends to comply with CEQA at such time.

5. AFPD Services

At the request of the Tribe or as otherwise provided under the Tribal-State Compact, AFPD shall provide fire safety inspections or other services for the Project in accordance with applicable policies and procedures and the Tribe shall grant access to the Trust Property for that purpose. The Tribe shall pay to AFPD the applicable fee or fees set by ordinance or resolution for the particular inspection or other service provided and the County shall provide to the Tribe the results of any such inspection. Full payment shall be made by the Tribe within thirty (30) days after the service is rendered.

6. Term

(a) Effective Date

This Agreement shall not become effective unless and until the following events have occurred:

(i) This Agreement has been approved or ratified by the AFPD Board of Directors; and

(ii) This Agreement has been approved or ratified by the Tribal Council of the Tribe.

(b) Expiration Date

Subject to the early termination provisions of this Agreement, this Agreement shall expire on the twentieth (20th) anniversary of the date of this Agreement.

7. Termination

(a) Termination Events

Unless otherwise agreed by the Parties, this Agreement shall automatically terminate in the event, and on the date, that:

(i) the Trust Property is (A) removed from trust or restricted status such that the Trust Property is no longer held in trust by the United States for the benefit of the Tribe, (B) no longer "Indian country" within the meaning of federal law, or (C) otherwise not eligible for the development or operation of the Gaming Facility for any reason; or

(ii) the Tribe permanently ceases commercial operation of the Gaming Facility on the Trust Property.

8. Suspension Events

If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, or the events listed in Section 12 of this Agreement, a material portion of the gaming operations previously conducted by the Tribe on the Trust Property are suspended or terminated, the Parties' obligations under this Agreement shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section 10, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; epidemic, pandemic, or public health orders requiring the closure of gaming activities, changes in law, regulation or governmental policy that has a material adverse effect on the Project; riots; war; or terrorism. Nothing in this Section 10 shall reduce the Tribe's liability for contributions or other payments which become due and payable prior to the date such gaming operations are suspended or terminated.

9. Renegotiation Provisions

(a) Tribe Renegotiation Events

The Tribe may request that AFPD renegotiate one or more of the provisions of this Agreement if there is a change in law or other circumstances which has a significant and adverse financial impact on the Project or the Gaming Facility. Such changes shall be deemed to include, without limitation, the following:

(i) any change in State or federal constitutions, laws, rules or regulations, guidelines or bulletins, or the construction or interpretation thereof, relating to

IGRA or gaming on Indian lands, or ending the prohibition on Class III Gaming or the operation of Class III Gaming devices by non-Indians in the State;

(ii) a reduction in the scope of Class III Gaming permitted on the Trust Property, whether pursuant to a change in federal, State or local constitutions, laws, rules or regulations, the Tribal-State Compact or otherwise; or

(iii) the Tribal-State Compact, as amended or interpreted from time to time does not authorize the Tribe to conduct the scope of Class III Gaming activities substantially similar or identical to those authorized under other tribal-state compacts in California.

(b) AFPD Renegotiation Events

At AFPD's request, the Tribe shall renegotiate one or more of the provisions of this Agreement if the Tribe makes any changes to the Project that creates a new or increased impact to law enforcement, emergency services, and other public services. Triggering changes could include, but are not limited to, the following: (i) an increase in the number of Class III Gaming devices operated at the Gaming Facility or (ii) an expansion of the public spaces of the Gaming Facility beyond the footprint of the "Reduced Project" identified in the Mitigated Negative Declaration.

(c) Effect of Expiration or Termination

Upon expiration or termination of this Agreement, the provisions of this Agreement shall be of no further force or effect and none of the provisions of this Agreement shall survive such expiration or termination; provided, however, that the Tribe shall continue to make contributions pursuant to the terms of this Agreement which became due and payable prior to any expiration or termination date. Notwithstanding, if following any expiration or termination of this Agreement the Tribe continues to conduct any Gaming Operations on the Property, the Tribe shall continue to make the payments required under Section 2 of this Agreement, including any applicable adjustments necessary to cover the actual costs, until there is a replacement agreement between the parties.

(d) Renegotiation Procedures

Upon the occurrence of a renegotiation event identified in this Section 9, all requests by either Party to renegotiate or amend this Agreement shall be by written notice addressed to the other Party and shall identify the provisions of this Agreement to be negotiated. Upon receipt of such notice, the Parties shall be obligated to renegotiate this Agreement in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within thirty (30) days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so. The purpose of the negotiations will be to renegotiate the provisions of this Agreement in good faith so that

the Parties will retain substantially the same rights and economic benefits in the aggregate from the Project as contemplated on the date of execution of this Agreement. Any requested increase in the level of contributions made by the Tribe pursuant to this Agreement shall be consistent with payments for other similar commercial or tribal uses in the District.

(e) Amendments

This Agreement may be modified or amended only by mutual and written agreement of the Parties.

10. Severability

If any provision of this Agreement is held by the Secretary, the arbitrators, or a court of competent jurisdiction to be illegal, invalid, unenforceable, or unauthorized under present or future laws, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, unenforceable, unauthorized or non-compliant provision or by its severance from this Agreement. In the event of any such determination, the Parties shall enter into good faith negotiations to replace the invalid provision with a valid provision, the economic or practical effect of which comes as close as possible to that of the invalid provision, which negotiations shall be conducted pursuant to the provisions of Subsection 11(b) of this Agreement.

In the event that the entire Agreement is declared null and void or is unauthorized, the Parties shall enter into good faith negotiations to negotiate a new agreement.

11. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to ensure implementation of this Agreement, the Parties agree to the dispute resolution procedures set forth in this Section 11. This Section 11 shall not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation, or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

(b) Meeting

The Parties shall make their best efforts to resolve any dispute specifically arising under this Agreement by good faith negotiations whenever possible. The Parties shall meet and confer in good faith to resolve any disputes arising under the Agreement or concerning its terms or administration as follows:

(i) A Party shall give the other Party, as soon as possible after the dispute arises, written notice setting forth, with specificity, the Party's claims.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than ten (10) business days after receipt of notice, unless the Parties agree in writing to an extension of time.

(iii) In the event that a payment dispute arises between the Parties, the Party disputing the payment shall pay the disputed amount "under protest." If the payment dispute is resolved in favor of the Party who paid the disputed amount under protest, that Party shall be refunded the amount of the overpayment plus interest calculated as follows:

$$(\text{No. of Days Overpaid}/365) \times \text{Pooled Treasury Rate} \times \$ \text{ Amount of Overpayment} = \text{Overpayment Interest Charge}$$

(c) Arbitration

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either Party may seek to have the dispute resolved by arbitration in accordance with the following procedures; provided, however, that neither party shall be required to agree to submit to arbitration.

(i) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this Subsection 11(c) unless the other Party objects to arbitration of the dispute.

(ii) The disputes to be submitted to arbitration shall be limited to disputes specifically arising under this Agreement.

(iii) In the event that there is any dispute as to whether a matter is subject to the arbitration provisions of this Agreement, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this Agreement or the scope of such arbitration shall be resolved by the courts referenced in Subsection 11(e) of this Agreement.

(iv) The arbitration shall be administered by three (3) arbitrators with Judicial Arbitration and Mediation Services ("JAMS"). The Tribe and AFPD shall each select one (1) arbitrator and those two (2) arbitrators shall select the third arbitrator. All arbitrators shall be generally familiar with federal Indian law and commercial business transactions and shall have no interest in the matter.

(v) The arbitration shall be held in Sacramento, California, or at such other location as is mutually agreeable to the Parties.

(vi) The arbitration shall be administered in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent) as modified by the provisions of this Agreement.

(vii) The provisions of section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrators.

(viii) Each Party shall bear its own costs, attorneys' fees and one-half of the costs and expenses of the arbitrators.

(ix) Subject to the provisions of this Section 11, the arbitrators shall be empowered to grant compensatory and declaratory relief only.

(x) The decision of the arbitrators shall be in writing and shall give reasons for the decision.

(xi) *Confirmation of Decisions.* Any Party to an arbitration in which a decision has been made pursuant to this Section may petition the United States District Court for the Eastern District of California or the Superior Court of California for the County of Amador to affirm the decision. The Parties expressly consent to be sued in such courts for affirmation of any such decision. A decision shall be affirmed, provided that:

(1) The decision is limited to matters specifically arising under this Agreement.

(2) No monetary damages may be awarded except those which require the payment of sums pursuant to breaches of obligations of the Parties under this Agreement and which are not inconsistent with Section 13 (Damages) and Section 12(b) (Limitations of Tribe's Waiver) of this Agreement.

(3) No person or entity other than the Parties is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party.

If an award is affirmed, judgment shall be entered in conformity therewith. The judgment so entered has the same force and effect as, and is subject to all

the provisions of law relating to, a judgment in a civil action and may be enforced like any other judgment of the court in which it is entered.

(d) Actions

The express waivers and consents provided for in this Section 11 and Section 12 of this Agreement shall only extend to the following: civil actions specifically arising under this Agreement; civil actions to compel arbitration; civil actions to determine whether a matter is subject to arbitration or determine the scope of the arbitration; any arbitration proceeding as provided herein; any action to confirm or enforce any judgment or arbitration award as provided herein; and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this Agreement, no other waivers or consents to be sued, either express or implied, are granted by either Party.

(e) Submission to Federal or Superior Court

Disagreements on matters specifically arising under this Agreement that are not otherwise resolved by arbitration or other mutually acceptable means provided in this Section 11 may be resolved in the United States District Court for the Eastern District of California or the Amador County Superior Court. Any such action pursuant to this Subsection 11(e) is expressly limited to disagreements on matters specifically arising under this Agreement, limited to compensatory and declaratory relief only, and subject to Sections 12 and 13 of this Agreement. The Parties agree that no person or entity other than the Parties shall be a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party. Each Party shall bear its own costs, attorneys' fees and court costs. The parties agree that, except in case of imminent threat to the public health or safety, best efforts will be made to resolve the matter using alternative dispute resolution prior to resorting to judicial process.

(f) No Waiver of Breach

The waiver by AFPD or the Tribe of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant, or condition, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of AFPD or the Tribe to performance by the Parties in strict accordance with the terms of this Agreement.

(g) Confidentiality

The Parties agree that any dispute resolution meetings or communications, arbitration proceedings, or agreements among the Parties settling or otherwise relating to

any claims of breach of this Agreement or otherwise shall be and remain confidential to the extent not prohibited by applicable law.

12. Limited Waiver of Sovereign Immunity

(a) Waiver

Subject to the provisions of this Section 12, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of AFPD (but not as to any other person or entity) as to any disputes specifically arising under this Agreement and not as to any other actions, matters or disputes.

(b) Limitations of Tribe's Waiver

The Tribe's waiver of sovereign immunity in favor of AFPD is specifically limited to permitting, and does permit, the decisions referenced in Subsection 11(c)(ix) and actions referenced in Subsection 11(d). The arbitrators and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against any assets or revenues of the Tribe except for the Tribe's share of the net revenues (as defined by IGRA) from the Gaming Facility. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, or (ii) disputes between the Tribe and AFPD which do not specifically arise under this Agreement.

(c) Tribal Council Resolution

The Tribe represents to AFPD that its Tribal Council has adopted a resolution in accordance with the Tribe's Constitution which provides that (i) the Chairperson of the Tribal Council has the authority to act on behalf of the Tribe in connection with the execution and delivery of this Agreement, (ii) the Tribal Council delegates authority to the Chairperson to execute and deliver this Agreement on behalf of the Tribe and (iii) the Tribe waives sovereign immunity on a limited basis as set forth in this Agreement. A certified copy of the resolution is attached to this Agreement as Exhibit A.

13. Damages

The Parties hereby agree that, in the event of default, any damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages, including non-payment of promised monies, incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties to this Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this Agreement, the Parties hereby agree that the only monetary damages contemplated by the Parties as arising from this Agreement are actual or direct damages which do not, in any event, exceed the contribution amounts

expressly stated in this Agreement and that the Parties are precluded from asserting any claims for additional or other monetary damages.

14. No Submission to Jurisdiction

The Parties acknowledge and agree that nothing in this Agreement shall be construed as constituting a submission by the Tribe to the jurisdiction of AFPD or the County. Nothing in this Agreement shall be construed to state or imply that the Tribe would be required to make the contributions or covenants set forth in this Agreement other than pursuant to the terms and conditions of this Agreement.

15. Third Party Matters

This Agreement is not intended to, and will not be construed to, create any right on the part of any other third party to bring any action or to otherwise enforce any of its terms.

16. Binding Agreement

This Agreement is intended to be, and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each Party. AFPD intends that its approval, execution, delivery and performance of this Agreement shall (i) be construed to be administrative actions, as distinguished from legislative actions, and (ii) not be construed to be an express or implied enactment, adoption or amendment of any zoning ordinance, general plan, special plan or elements thereof.

17. Notice

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the Party and its representatives at their respective addresses as set forth below, or such other address as they may provide to the other Party from time to time:

For the Tribe:

Ione Band of Miwok Indians
9252 Bush Street
Plymouth, CA 95669
Attention: Sara Dutschke, Chairperson

With a copy to:

Maier Pfeffer Kim Geary & Cohen, LLP

1970 Broadway, Suite 825
Oakland, California 94612
Attention: John Maier

For AFPD: AFPD
810 Court Street
Jackson, CA 95642
Attention: Fire Chief

With a copy to:

Amador County Counsel
810 Court Street
Jackson, CA 95642
Attention: Greg Gillott

18. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State.

19. Construction of Agreement

This Agreement, including all recitals, together with all Exhibits, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations or other agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, any Party based on the preparation or negotiation of this Agreement. The headings contained in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

21. Approval by the Department of the Interior

The Parties will submit this Agreement to the Department of the Interior for either (i) approval pursuant to 25 U.S.C. Section 81 or (ii) a written response that this Agreement does not require approval under 25 U.S.C. Section 81.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

AMADOR COUNTY FIRE PROTECTION

DISTRICT

Date: _____, 2024

By: _____
Patrick Crew
Vice Chair, Board of Directors

APPROVED AS TO FORM

Date: _____, 2024

By: _____
Greg Gillott
County Counsel

IONE BAND OF MIWOK INDIANS

Date: _____, 2024

By: _____
Sara A. Dutschke
Chairperson

APPROVED AS TO FORM

Date: _____, 2024

By: _____
John A. Maier
Legal Counsel for the Tribe

EXHIBIT A

Tribal Council Resolution

DRAFT

BEFORE THE BOARD OF DIRECTORS OF THE
AMADOR FIRE PROTECTION DISTRICT
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING
THE MEMORANDUM OF AGREEMENT
BETWEEN THE AMADOR FIRE PROTECTION
DISTRICT AND THE IONE BAND OF MIWOK INDIANS

RESOLUTION NO. AFPD 24-10

BE IT RESOLVED by the Board of Directors of the Amador Fire Protection District, which said Board does hereby approve the memorandum agreement with the Ione Band of Miwok Indians relative to providing fire protection, emergency medical services and inspection services on the terms and conditions contained therein of the agreement;

BE IT FURTHER RESOLVED that the Chair or Vice 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 20th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

RECUSE:

Vice Chair, Board of Directors

ATTEST:
NICOLE COOK, Clerk of the
Amador Fire Protection District,
Amador County, California

AGENDA TRANSMITTAL FORM

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
08-20-2024	

To: Amador Fire Protection Board of Directors

Date: 08-20-2024

From: Robert Withrow
(Department Head - please type)

Phone Ext. x391

Department Head Signature _____

Agenda Title: CHANGE OF ORGANIZATION TO AFPD

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

Discussion and possible action related to the initiating proceedings by LAFCO for a change of organization to AFPD and the dissolution of the Lockwood Fire Protection District.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Comments: _____
Committee Review? Name _____ N/A <input checked="" type="checkbox"/> 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 _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

Distributed on _____	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
Completed by _____		

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08-20-24

From: Robert Withrow Phone Ext. 391
 (Department Head - please type)

<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>08-20-24</u>	

Department Head Signature _____

Agenda Title: NEW FIRE STATION

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

Discussion, update and possible action relative to the new fire station in Pine Grove.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

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
--	---	--

AGENDA TRANSMITTAL FORM

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
08-20-24	

To: **Amador Fire Protection Board of Directors**

Date: 08-20-24

From: Robert Withrow
(Department Head - please type)

Phone Ext. x391

Department Head Signature _____

Agenda Title: SURPLUS EQUIPMENT

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

Discussion and possible action relative to utility vehicle 5108, a 2010 Ford Expedition XLT 4x4. This vehicle has over 162,270 miles on the engine. The request is to remove the asset from surplus and use it for District personnel training.

Recommendation/Requested Action:

Discretion of the Board

Fiscal Impacts (attach budget transfer form if appropriate)

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? Name _____ N/A

Comments: _____

Committee Recommendation: _____

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 _____

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.

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

AFPD Board Clerk

AGENDA TRANSMITTAL FORM

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
08-20-24	

To: Amador Fire Protection Board of Directors

Date: 08-20-24

From: Robert Withrow Phone Ext. 391
 (Department Head - please type)

Department Head Signature _____

Agenda Title: DISTRICT MONTHLY REPORTS

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

Discussion relative to subject matter:

- A) Training
- B) Vehicle Maintenance
- C) Incident

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing impacts None

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 _____	A new ATF is required from _____ Department _____	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.
Completed by _____	For meeting of _____	ATTEST: _____ AFPD Board Clerk



Amador Fire Protection District Monthly Training Schedule-July 2024



Daily Schedule

Date	Topic	Skill Sheet/Reference	Code
07/01/2024	Firing Tools and Tactics	S-219 Curriculum	LHA
07/02/2024	Driveway Hoselays/Water Supply	IFSTA Pumping Apparatus Operator	HED
07/03/2024	Relay Pumping	IFSTA Pumping Apparatus Operator	HED
07/04/2024	Driveway Hoselays/Water Supply	IFSTA Pumping Apparatus Operator	HED
07/05/2024	Relay Pumping	IFSTA Pumping Apparatus Operator	HED
07/06/2024	Driveway Hoselays/Water Supply	IFSTA Pumping Apparatus Operator	HED
07/07/2024	Relay Pumping	IFSTA Pumping Apparatus Operator	HED
07/08/2024	Confined Space Rigging	Amador Fire Training Evolution 3	DBD
07/09/2024	Confined Space Communications	Amador Fire Training Evolution 21	DBD
07/10/2024	Confined Space Rigging	Amador Fire Training Evolution 3	DBD
07/11/2024	Confined Space Communications	Amador Fire Training Evolution 21	DBD
07/12/2024	Confined Space Rigging	Amador Fire Training Evolution 3	DBD
07/13/2024	Confined Space Communications	Amador Fire Training Evolution 21	DBD
07/14/2024	Progressive Hoselays	Amador Fire Evolution 8	LED
07/15/2024	Wildland Fire Shelters	Amador Fire Skill 2-2	LHD
07/16/2024	Progressive Hoselays	Amador Fire Evolution 8	LED
07/17/2024	Wildland Fire Shelters	Amador Fire Skill 2-2	LHD
07/18/2024	Progressive Hoselays	Amador Fire Evolution 8	LED
07/19/2024	Wildland Fire Shelters	Amador Fire Skill 2-2	LHD
07/20/2024	LARRO Raising Systems	LARRO Curriculum	DBD
07/21/2024	LARRO Lowering Systems	LARRO Curriculum	DBD
07/22/2024	LARRO Raising Systems	LARRO Curriculum	DBD
07/23/2024	LARRO Lowering Systems	LARRO Curriculum	DBD
07/24/2024	LARRO Raising Systems	LARRO Curriculum	DBD
07/25/2024	LARRO Lowering Systems	LARRO Curriculum	DBD
07/26/2024	LARRO Multi Company Evolution	LARRO Curriculum	DBD
07/27/2024	LARRO Multi Company Evolution	LARRO Curriculum	DBD
07/28/2024	LARRO Multi Company Evolution	LARRO Curriculum	DBD
07/29/2024	LARRO Multi Company Evolution	LARRO Curriculum	DBD
07/30/2024	LARRO Multi Company Evolution	LARRO Curriculum	DBD
07/31/2024	LARRO Multi Company Evolution	LARRO Curriculum	DBD
Monthly Target Solutions Assignments			
Health and Wellness		EMS Geriatric Hip Injuries	
NFPA 1021 Fire Investigation		NFPA 1001 Firefighting Foams	

Notes:

<u>Month</u>	<u>Emergency Reporting (live)</u>	<u>Target Solutions (online)</u>	<u>Total Hours</u>	<u>CAL JAC Hours</u>
July	404:30:00	204:50:00	608:45:00	156:30:00
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				
Total YTD			608:45:00	156:30:00

Vehicle Description	VIN License Number	IMPLEMENTED July 1, 2017/18 Beginning of Fiscal Year Mileage	23/24 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 F150 4x4 (Fire Chief)	1FTEX1EP3FKE51353 {E} 1503445	-	528,103					\$9,405.36
C-5102 2016 Ford F250 4x4 (Battalion Chief)	1FT7X2B60GEA66410 {E} 1485648	19,611	149,792		7/1/24 7/8/24	Jackson Tire - 4 new tires (\$1,269.27) Napa - lightbulb (\$5.38)	\$1,274.65	\$24,480.09
C-5103 2011 Ford F250 4x4 (Battalion Chief)	1FT7X2B62BEA30761 {E} 1306800	92,337	173,404		7/16/24	Lynch's Auto - air bag light on; drive air bag open, prgm steering control module (\$603.65)	\$603.65	\$26,714.82
C-5104 2009 Ford F250 4x4 (Battalion Chief)	1FTSX21569EA15399 {E} 1294991	65,530	139,451					\$30,990.87
C-5106 2012 Ford Expedition 4x4 (PIO)	1FMJU1G5XCEF67187 {E} 1401123	67,531	114,043					\$12,132.10
C-5107 2015 Ford Explorer AWD (Prevention)	1FM5K6AR7FGB25939 {E} 1460509	19,530	-	OOS (decals)	7/18/24	Jackson Tire - front brake service, turn brake disc rotors, 2 brake pads (\$247.70)	\$247.70	\$9,311.44
C-5108 2010 Ford Expedition XLT 4x4	1FMJU1G59AEA43199 {E} 1305976	162,270	-	OOS (@ station 122)	7/8/24	Napa - batteries (\$143.61)	\$143.61	\$33,634.17
E-5111 2015 Rosenbauer (111 First Out)	54F2CB417FWM11449 {E} 1488122	19,474	79,372		7/1/24 7/8/24 7/22/24	Burton's Fire - door latches (\$185.11) Napa - final charge antifreeze (\$55.25) Merzlake Signs - emblem (\$72.13)	\$312.49	\$167,372.73
SQ-5115 2003 Ford F350 4X4	1FDWF37P23ED60337 {E}1159107	42,236	45,706					\$15,275.33

WT-5116 2015 Kenworth	2NKHHJ8X9FM437394 {E}1410351	2,230	-	LFPD	7/8/24	Napa - Anti freeze (\$35.86)	\$35.86	\$9,109.92
OES - 4309 2020 ITL/BME MODEL34	3HAEETAR7ML185478	-	27,386					\$4,772.50
E-5123 2001 International Westmark	1HTSEADR71H370327 {1034294}	99,018	109,227		7/12/24	Tire Service - 2 new front tires (while deployed) (\$1,479.49)	\$1,479.49	\$50,995.08
SQ-5125 2008 Ford F350	1FDWX37RX8EC15309 {E}1281212	99,175	114,100					\$12,125.18
WT-5126 2007 Kenworth	2NKMZH8X67M199258 (E) 1212617	16,891	22,204					\$27,635.26
E-5141 2018 Rosenbauer (114 First Out)	54F2CA414JWM12044 {E}1369499	-	59,459		7/1/24	Jackson Tire - 2 new tires (\$1,337.26)	\$1,337.26	\$82,987.25
E-5146 1996 International	1HTSDADR7TH397632 {E} 035872	38,174	50,741					\$24,463.19
E-5214 2008 Ford F550	1FDAX57R58EB35812 {E}1281210	28,278	34,206					\$9,969.44
WT-5216 2015 Kenworth	2NKHHJ8X7FM437393 {E}1410352	3,030	11,878					\$6,447.85
E-5221 2003 HME	44KFT42842WZ20025 {E} 1159078	97,576	153,607					\$95,838.28
E-5222 2003 HME	44KFT42822WZ20024 {E}1159077	82,595	214,282					\$139,890.43
E-5223 1998 International	1HTSDADR6WH551543 {E} 993299	38,623	48,984					\$53,252.61
E-5228 2000 HME (122 First Out)	44KFT4287YWZ19055 {E} 959496	-	47,767					\$61,805.77
WT-5236 2007 Kenworth	2NKMZH8X87M199259 {E} 1212616	9,833	13,166					\$15,897.68

U-5310 2008 F250 Ford	1FTSW21R98EC31882 (E) 8V25580	30,500	43,536					\$3,667.32
E-5361 2016 Rosenbauer (116 First Out)	54F2CA512GWM11580 (E) 1425867	8,502	-	Odometer OOS, reading 400K, Apr months mileage reading: 62,697	6/17/24 6/30/24 7/1/24 7/1/24 7/8/24 7/8/24 7/31/24	H.O. Bostrom Co., Inc. - Kit FCR Fx STD Cable (\$160.83) JRCH Reimbursement - May (\$0.00) Jackson Tire - 2 front tires (\$1,337.26) Hi-Tech EVS - repair mechanical siren (\$1,242.03) Napa - AC Recharge hose, crank filter, misc. (\$153.56) Napa - air brake system/dryer part (\$770.90) JRCH Reimbursement - Jun (\$-160.83)	\$3,342.92	\$21,232.04
E-5364 2008 Ford F550 4x4	1FDAW57R38EC53893 (E) 1356272	32,581	46,629		6/12/24 6/30/24 7/31/24	Lynch's Auto - Minor Service (\$693.56) JRCH Reimbursement - May (\$0.00) JRCH Reimbursement - Jun (\$-693.56)	-\$693.56	\$13,568.13
E-5368 2007 E-ONE	4ENGAAA8371002458 (E) 1356273	62,266	129,641		6/30/24 7/30/24 7/22/24 7/31/24	JRCH Reimbursement - May (\$0.00) Lynch's Auto - Minor service, includes dx inop AC and repairing, fixing oil leaks (\$2,710.41) Merzlak signs - Door emblems (\$612.08) JRCH Reimbursement - Jun (\$0.00)	\$3,322.49	\$49,670.02
							\$11,406.56	\$1,012,644.86



Station Incident Report by Jurisdiction

7/1/2024 to 7/31/2024

	111	112	114	116	121	122	123	Total
MEDCPR	3	0	3	7	0	0	0	7
MTC	3	0	7	13	0	4	0	13
MTCC2	1	0	1	2	0	1	0	2
MTCOTS	0	0	0	1	0	0	0	1
MTX	0	0	0	1	0	0	0	1
MVISTG	2	0	1	3	0	0	0	3
OACE	7	0	9	13	0	3	5	34
PAA	3	0	2	1	0	1	0	6
PAF	0	0	0	1	0	1	0	2
PAO	5	0	5	3	0	3	0	14
PAP	5	0	8	6	0	4	0	22
Total	86	6	108	162	10	72	10	335

Incident Numbers in **RED** have transport times
Average time is rounded to the nearest second
Percentages do not include those calls that were cancelled.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 08-20-2024

From: Robert Withrow
(Department Head - please type)

Phone Ext. x391

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

08-20-2024

Department Head Signature _____

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 meeting minutes of July 16, 2024.

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

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

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 _____

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ATTEST: _____

For meeting _____

AFPD Board Clerk

of _____

**AMADOR FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

Meeting Was Recorded

Jackson, California
Tuesday, July 16, 2024
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:

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

Absent:

Staff:

Robert Withrow, Fire Chief
Nicole Cook, Board Clerk

AGENDA

MOTION: It was moved by Director Brown and seconded by Director Axe and carried 5-0-0 to approve the agenda as presented.

PUBLIC MATTERS NOT ON THE AGENDA: None

PRESENTATION:

Badge Pinning: The Fire Chief presented the badge and administered the firefighter's oath to the following rank of office: Volunteer Firefighter Bodie Pfeiffer; who was pinned by his father, Volunteer Firefighter Zachary Heliker; who was pinned by his daughter and Prevention Officer Ashley Anaya; who was pinned by one of her sons. Each have been with the District in their capacity for over a year. Chief stated that the fire service is unique in that it becomes a way of life. Wearing the badge is honorable and represents trust.

Gratitude and congratulations were given by each of the board members.

ADMINISTRATIVE MATTERS:

Fire Chief Update: The following discussion ensued relative to subject matter, no action was taken.

Operations: Amador County Fair pre-incident planning has been implemented. The 4th of July Plymouth Parade had illegal firework activity. The City Manager was notified. E-5123 is out of the county at the Shelly Fire. There was a special recognition given to Battalion Chief Watkins who took a strike team out of county. He was in charge of five agencies. For the team's appreciation, they presented BC Watkins with a challenge coin. A meeting will be scheduled to discuss mutual aid in the El Dorado

County, Diamond Springs area. The District is providing aid but we do not receive aid in return. For example, when the Plymouth station responds to a call in their area, an engine from station 116 drives down to cover in station 122 absence. This costs the District in fuel and logistics. Perhaps there could be a reimbursement for services. There was additional staffing for the 4th of July holiday. Special recognition was given to the volunteers who served during the holiday.

Cindy Grandbois, a member of the community addressed the board by asking if there was a way to identify those who purposely ignite illegal fireworks. Will AFPD be in a position to give citations? The Fire Chief responded that during the parade AFPD personnel asked those that were in the vicinity of the deployed fireworks who did it, but no one confessed. Perhaps more personnel with a badge could deter. Currently the District is working the Amador County Sheriffs Office (ACSO) regarding citations, etc.

Fire Prevention: Ashley Anaya, Prevention Officer gave an update on the following; Shake Ridge fire in June is currently deemed accidental. Special mention that smoke alarms do save lives and that she is proud to work with the Red Cross. The other fires are still under investigation at this time.

A special power point presentation was given "Fire Prevention Training Summary".

Public Information Officer: K. Dale, PIO reported the following participation:

- Senior Center hosted an event "Emergency Preparedness Fair" on June 29th
- Lupe Lane Fire Wise Community on June 29th

Primary focus is the County Fair. The District is partnering with the Amador Fire Safe Council to host a kid's area with interactive games promoting fire education and safety. Amador Fire will have a derby car this year and there will be tug a war between AFPD and ACSO.

Firewise & Property Inspections: performing inspections have allowed the District to engage directly with property owners, fostering open lines of communication. The face-to-face interaction is invaluable. This enables the District to educate residents on important matters, address their concerns in real time, and build trust through personal connection.

Currently working with CHP, exploring grant opportunities to purchase life jackets with the goal that they may be provided long term on Electra Road for those accessing the Mokelumne River.

Volunteer Program: The Fire Chief stated that he is proud of the group. There was a great turn out of volunteers who responded to a structure fire this month.

LAFCO Application for a Change of Organization: Discussion ensued relative to the Local Agency Formation Commission (LAFCO) initiating the proceedings for a change of organization to AFPD and the dissolution of the Lockwood Fire Protection District.

Director Forster expressed concern that merging may effect the Districts existing residents and their emergencies and also did not want it to cost the District additional funding to sustain LFPD.

The Fire Chief stated that at this time LFPD is not able to protect life and property. The merge would be revenue neutral. Corresponding with LAFCO, LFPD would adopt the Districts benefit assessment, their current special tax would then go away. The funding would not support full time benefited paid

employees at Lockwood, however staffing would be supplemented by using apprentice volunteers and possibly seek a paid mechanic, which would also benefit the District.

JoAnne McLaughlin, the President of the LFPD BOD addressed the Board by saying the sooner the merge is completed, the better off the residents of LFPD will be.

Cindy Grandbois, a member of the community shared the concern that merging with LFPD may cost AFPD and would possibly support the merge if the benefit assessment would apply to the LFPD residents.

MOTION: It was moved by Director Axe and seconded by Director Brown and carried 5-0-0 to approve the initiation proceedings performed by the Local Agency Formation Commission for a change of organization to AFPD and the dissolution of the Lockwood Fire Protection District.

RESOLUTION NO. AFPD 24-07

Resolution Approving the Local Agency Formation Commission (LAFCO) initiating the proceedings for a change of organization to AFPD and the dissolution of the Lockwood Fire Protection District.

JOA Agreement between LFPD and AFPD: Discussion ensued relative to subject matter. In the short term the District would fulfill the Fire Chief duties, the intention is that the day-to-day operations and logistics pertaining to LFPD would be provided by Battalion Chief Yelinek. A portion of the stipend from LFPD would be given to BC Yelinek for his additional duties. There would be no change in mutual aid; Cal Fire and Sutter Creek remain closest resources if they are in quarters.

Director Forster expressed concerns regarding language within the agreement.

Cookie Stevens, a member of the LFPD Board addressed the Board by stating there are two LFPD stations and they are empty, no one is there to respond to emergencies and it's really discouraging. The community really needs this support.

MOTION: It was moved by Director Axe and seconded by Director Crew and carried 4-1-0 to approve the amendment to the Master Joint Operations Agreement between Amador Fire Protection District and the Lockwood Fire Protection District. Director Forster, voted nay.

RESOLUTION NO. AFPD 24-09

Resolution approving the amendment to the Master Joint Operations Agreement between Amador Fire Protection District and the Lockwood Fire Protection District

Medical Director Agreement: Discussion ensued relative to subject matter. The Fire Chief presented and stated having a licensed physician brings credibility to the EMS program which most of our calls are medical related. Dr. Sloane attended the last Captain's meeting and continues to be a viable resource in patient care reporting and quality care performance.

Cindy Grandbois, a member of the public addressed the Board stating that she supports the continuation of these services.

MOTION: It was moved by Director Forster and seconded by Director Crew and carried 5-0-0 to approve the Professional Service Agreement Second Amendment for a Fire Medical Services Director between Amador Fire Protection District and the Permanente Medical Group, Inc.

RESOLUTION NO. AFPD 24-08

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

New Fire Station: Discussion ensued relative to subject matter, update only, no action taken. The Fire Chief expressed his eagerness to move forward but the process is pending by seeking the most cost effective and clear process. The continuation to defer to the New Station Committee; Director Crew and Director Brown along with GSA Director.

Cindy Grandbois, a member of the public addressed the Board by asking why they might not consider selling the old property especially if there is no potential use for it.

District Monthly Reports: Discussion ensued relative to subject matters. The Fire Chief presented.

Training Report: No action taken, report only.

Vehicle Maintenance Report: No action taken, report only.

Call Report: No action taken, report only. Total of 351 calls during reporting period.

MISCELLANEOUS MATTERS:

Minutes for Meeting from June 18, 2024: Discussion ensued relative to subject matter.

MOTION: It was moved by Director Forster and seconded by Director Crew, and carried 5-0-0 to approve the June 18th regular meeting minutes with no changes.

ADJOURNMENT: At 12:09 PM, Brian Oneto, Chair adjourned the meeting until Tuesday, August 20th, 2024.

Chair, Amador Fire Protection District

