

# CONTRACT ROUTING SHEET

Date Prepared: \_\_\_\_\_

Need Date: \_\_\_\_\_

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts  
Dept. Contact: Dustin Bailey  
Phone #: 5833  
Department  
Head Signature: *Bonnie H. Rich*  
Bonnie H. Rich

**CONTRACTOR:**

Name: Lake Valley Fire Protection Dist.  
Address: 2211 Keetak Street  
South Lake Tahoe, CA 96150  
Phone: (530) 577-3737

EL DORADO COUNTY COUNSEL  
MAR 15 AM 9:00  
*Amel M...  
Amel M...*

**CONTRACTING DEPARTMENT: CAO**

Service Requested: Title III Fire Prevention, Education & Planning  
Contract Term: 1 year Contract Value: \$50,850.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL: (Must approve all contracts and MOU's)**

Approved:  Disapproved: \_\_\_\_\_ Date: 3/26/07 By: *ASL*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE 3/15/2007  
ATTORNEY For Green  
DEPT/INDEX NO. 02619  
BY: *ASL*

*Note: No "atwill" termination provided. Only for failure to perform*  
*Termination without cause provision has been added.*

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)**

Approved:  Disapproved: \_\_\_\_\_ Date: 3/28/07 By: *Hostette*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

2007 MAR 27 AM 11:23

**OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).**

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

23  
3/6/07

# ORIGINAL

FUNDING AGREEMENT FOR  
TITLE III COMMUNITY PROJECTS  
#642-S0711

This Agreement known as FUNDING AGREEMENT FOR TITLE III COMMUNITY PROJECTS, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Lake Valley Fire Protection District, a community based organization; (hereinafter referred to as "Recipient");

## RECITALS

**WHEREAS**, County and Recipient have each recognized a compelling need to mitigate the effects of a catastrophic wildfire within communities of the South Shore of Lake Tahoe in El Dorado County, and to that end, Recipient has agreed to cooperate with County to form a partnership to undertake education, planning, and mitigation activities designed to increase the protection of people and property from wildfires.

**WHEREAS**, County is a participating county under Public Law 106-393, the Secure Rural Schools and Community Self-Determination Act of 2000 (HR 2389), and pursuant to County Resolution No. 244-2003 has elected to set aside funds received under the program for special projects specifically authorized under Title III of HR 2389 (hereinafter referred to as "Federal Forest Reserve Funds").

**WHEREAS**, Recipient has applied for, and County has approved, funding to undertake one or more projects which are designed to meet the criteria for Title III County Projects for Fire Education and Planning as adopted by El Dorado County pursuant to the requirements and conditions for use of Federal Forest Reserve Funds.

**NOW, THEREFORE**, County, and Recipient mutually agree as follows:

## **ARTICLE I**

**Designation of Project and Use of Funds:** County will contribute the sum of \$50,850.00 of Title III Federal Forest Reserve Funds to Recipient for use solely to undertake and complete designated County Projects as approved by County. Such projects shall be identified on Exhibit "A", which is affixed to and by this reference made a part of this Agreement. In no event shall County be financially obligated for amounts greater than the total amount specified on Exhibit "A" and this Article. Reimbursement for travel shall be in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

## **ARTICLE II**

### **Payment of Funds:**

1. Commencing on the 10<sup>th</sup> day of the next full month immediately following execution of this Agreement, and each 10<sup>th</sup> of the month thereafter, Recipient shall submit to County a statement of expenditures against the project(s), noting the actual costs incurred and the percentage completion of the Project. Such statement shall be accompanied by detailed records of expenditures, including but not limited to receipts, invoices, purchase orders, or other documentation as appropriate, and shall be substantially in form as displayed in Exhibit "B" to this Agreement, and shall be signed under penalty of perjury by an authorized official of Recipient.
2. Each project budget is an estimate, and Recipient has discretion to move funds between line items within each project budget.

## **ARTICLE III**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of June 1, 2007 through June 30, 2008, or when all funds are expended by County, whichever comes first.

## **ARTICLE IV**

**Audit:** Recipient will keep and maintain an accurate financial account, in accordance with generally accepted accounting principals, and meeting the requirements of the Federal Forest Reserve Fund program, of all funds expended for each project. Recipient shall maintain records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of Recipient, or offices of its financial consultant.

Recipient shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

1. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall:

- (a) be preserved and made available for a period of five (5) years from the date of any resulting final settlement; or
  - (b) at the sole option of the County, immediately become the property of the County and shall be delivered by Recipient to County.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

#### **ARTICLE V**

**Compliance With Applicable Law:** Recipient will comply with all Federal, State, and local laws and ordinances which are applicable to the Project, including but not limited to: prevailing wage and competitive bidding requirements, license requirements, equal opportunity and non-discrimination laws, building codes, and CEQA, NEPA, land use, planning, and zoning regulations.

#### **ARTICLE VI**

**Independent Liability:** Recipient is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Recipient's employees, associates, and contractors in connection with respect to the Project(s) covered by this Agreement.

#### **ARTICLE VII**

**No Third Party Beneficiary:** Nothing in this Agreement shall be construed to create any rights of any kind or nature in any party not a named party to this Agreement.

#### **ARTICLE VIII**

**Termination:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. In the event of early termination of the Agreement, access by Recipient to any and all funds not previously disbursed shall cease effective upon the termination date.

#### **ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: CHIEF ADMINISTRATIVE OFFICER

Or to such other location as County directs.

Notices to Recipient shall be addressed as follows:

LAKE VALLEY FIRE PROTECTION DISTRICT  
2211 KEETAK STREET  
SOUTH LAKE TAHOE, CA 96150  
ATTN: JEFF MICHAEL, FIRE CHIEF

Or to such other location as Recipient directs.

#### **ARTICLE X**

**Indemnity:** Recipient shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with each Project covered by this Agreement. This duty of Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778, and survives the expiration of the term of this Agreement.

#### **ARTICLE XI**

**Insurance:** Recipient shall provide proof of a policy of insurance or self insured program satisfactory to the El Dorado County Risk Manager and documentation evidencing that Recipient maintains insurance or self-insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Recipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than the minimum required by the State of California in the event motor vehicles are used by Recipient in performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
  1. County, its officers, officials, employees and volunteers shall be included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to the general liability policy.

2. Recipient shall ensure that its subcontractors maintain a policy(s) of insurance that meets above insurance requirements, including El Dorado County as additional insured.
3. The insurance shall be issued by an insurance company acceptable to the Risk Management Division of County, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division of County. Recipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

#### **ARTICLE XII**

**Change to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE XIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Laura S. Gill, Chief Administrative Officer, or successor.

#### **ARTICLE XIV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XV**

**Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XVI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Recipient waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XVII**

**Time is of the Essence:** The parties hereto acknowledge and agree that time is of the essence.

#### **ARTICLE XVIII**

**Taxpayer Identification:** Recipient's tax identification number is 94-6000511.

**ARTICLE XIX**

**The Buy American Act:** This Act encourages recipients of federal grant funds to purchase American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of Congress that entities receiving the assistance should in expending the assistance, purchase only American-made equipment and products.

**ARTICLE XX**

**Nondiscrimination:** Recipient shall not unlawfully discriminate on the basis of race, sex, religious beliefs, creed, national origin, marital status, sexual orientation, or disability for any service related to this specific grant or any other service funded by or provided by Recipient.

**ARTICLE XXI**

**Drug-free Workplace:** Recipient agrees to start or will continue to provide a drug-free workplace by publishing a statement notifying employees about the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition; establishing an on-going drug-free awareness program to inform employees; and notifying the employee that as a condition of employment under the grant the employee will abide by the terms of the drug-free workplace.

**ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understanding

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Laura S. Gill Dated: 3/30/07  
Laura S. Gill  
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--- COUNTY OF EL DORADO ---

Dated: 3/6/07 Board date

By: *Helen K. Baumann*  
HELEN K. BAUMANN Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: *Cindy Keck* Dated: 3/6/07  
Deputy Clerk (5/1/07)

--- RECIPIENT ---

Dated: \_\_\_\_\_

By: *Jeff Michael*  
Jeff Michael, Fire Chief  
Lake Valley Fire Protection District  
"Recipient"



# LAKE VALLEY FIRE PROTECTION DISTRICT

## EXHIBIT "A"

**"Serving the Community Since 1947"**  
**Jeff Michael, Fire Chief**

Board of Directors

Greg Herback  
Leo Horton  
David Huber  
Robert Bettencourt  
Ryan Wagoner



December 10, 2006

County of El Dorado  
Procurement and Contracts  
330 Fair Lane  
Placerville, CA 95667

### **LAKE VALLEY FIRE PROTECTION DISTRICT DEFENSIBLE SPACE INSPECTION PROGRAM, GRANT PROPOSAL RPF #07-918-066**

The Lake Valley Fire Protection District (LVFPD) would like to thank the County of El Dorado for the opportunity to apply for grant funds under Title III Federal Forest Reserve Funds. The LVFPD is a special district that was formed in 1947 to provide fire protection along the south shore of Lake Tahoe in the County of El Dorado. The LVFPD's mailing address, telephone number and fax numbers are listed below.

Lake Valley Fire Protection District  
2211 Keetak St.  
South Lake Tahoe, CA 96150  
530.577-3737      530.577-3739 (fax)

Our Forestry Supervisor, Martin Goldberg, will be your contact person. He is authorized to make representations for the District, and express the District's ability and desire to meet the requirements of this proposal. Martin Goldberg's phone number and email address are listed below

Martin Goldberg  
530.577-2447  
[Goldberg@caltahoefire.net](mailto:Goldberg@caltahoefire.net)

As the District's Fire Chief, I will be individual authorized to bind the firm contractually. If you have any question, please contact me at 530.577-3737. Thank you again for the opportunity to apply for grant funds under Title III Federal Forest Reserve Funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Michael".

Jeff Michael  
Fire Chief

**Lake Valley Fire Protection District**

**Request for Proposal #07-918-066**

**Title III Federal Forest Reserve Funds**

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## **Organization Information**

### **Mission Statement**

*It is the mission of the Lake Valley Fire Protection District to protect our community, its people, and environment by providing the highest level of fire suppression, emergency medical, disaster, hazardous materials, rescue, and fire prevention services to all residents and visitors within our District.*

The LVFPD's mission is to provide fire prevention services. Providing fire prevention education is a goal of Title III. The continuation of LVFPD's Defensible Space Program will directly assist in protecting our community's people and its environment from the potential of catastrophic wildfire. With the growth of our Defensible Space Program, it is necessary to have two positions; one position to oversee the administrative aspects of enhancing the program through joint community outreach efforts as well as doing defensible space inspections, and a second position reserved solely for conducting defensible space inspections. It is with these two positions that LVFPD's Defensible Space Program will educate homeowners on how they can protect themselves and their property from the threat of wildfire.

### **Summary of Organization**

The Lake Valley Fire Protection District (LVFPD) is a recognized special district that was formed in 1947 to provide fire protection along the south shore of Lake Tahoe, California. The area of the LVFPD is approximately 83 square miles. LVFPD provides fire, rescue, and emergency medical services to the community of Meyers, permanent population 12,000. Seasonal tourist fluctuations may swell the population of Meyers to over 40,000. The LVFPD was established under California Health and Safety Code Section 13979. The LVFPD is funded primarily through a combination of property tax, development fees, and ambulance revenue.

LVFPD's Mutual Aid responsibilities cover the City of South Lake Tahoe, and portions of Alpine and El Dorado counties. LVFPD is a combination paid and volunteer district with 24 full-time and 20 volunteer personnel. A five-member board of directors meets once a month to govern the LVFPD. Day to day operations are led by the Fire Chief and three Battalion Chiefs.

Resources may be supplied from any one or more of the LVFPD's three fire stations. A variety of equipment resources are available for fighting wildfires. They include:

- 4 Type 1 Engines
- 2 Type 3 Engines
- 2 Ambulances
- 1 Type 1 Tender
- 3 Chief Officers

In 2005, the LVFPD along with the Fallen Leaf Lake Fire Protection District, Meeks Bay Fire Protection District, and North Tahoe Fire Protection District completed the Community Wildfire Protection Plan (CWPP) for the California portion of the Lake Tahoe Basin. The CWPP identified a minimum of 30 fuel reduction projects necessary to protect the communities of the LVFPD. To meet the goals of the CWPP, LVFPD maintains a prevention program that includes one chief officer and a forestry supervisor. LVFPD also maintains funds for a contract forester to mark trees in the LVFPD.

This year with the help of Title III funds, LVFPD's Defensible Space Program was successful in reaching out to over 2,000 homeowners in the community through multiple mailers and community outreach. To date, the program has conducted over 250 homes defensible space inspections. In conjunction with the inspections, through an MOU with the Tahoe Regional Planning Agency, LVFPD was able to mark and issue permits for the removal of over 900 hazardous and/or diseased trees. In addition, working with the Tahoe Resource Conservation District and the Nevada Fire Safe Council, LVFPD held a very successful (First Annual) Demonstration Day for area homeowners.

To assist local landowners with disposal of the biomass material generated by creating defensible space, in 2001 the LVFPD's prevention office spearheaded a backyard community-chipping program. Demand for the program is positive and the program relies solely on grant funding to operate. This year alone, the LVFPD's crew treated over 600 homes.

Included within the LVFPD's fire prevention program is the Life Safety Program and mobile life safety center. Designed into the mobile center's fire safety presentation is a discussion of defensible space including home construction methods and landscaping. This is of interest to the El Dorado County, because we hope to use Title III funds to support this program. Last year, Title III funds paid for staffing of the Life Safety Center at the Lake Tahoe Basin's annual FireFest.

No merger or restructuring of the LVFPD is anticipated. Our years of service to the community should provide confidence to El Dorado County that we will perform the services described. With a strong fire suppression program and expanding prevention program, the LVFPD stands ready to meet the requirements of the County's request and to fulfill the goals of the Title III Federal Forest Reserve Funds.

## **Executive Summary**

The LVFPD is divided into eight communities each with its own neighborhoods (CWPP, 2005). The communities are:

- Christmas Valley
- Meyers
- Pioneer
- Montgomery Estates

- ❑ Sawmill/Highway 50
- ❑ North Upper Truckee
- ❑ Heavenly Valley
- ❑ Highway 89N/Emerald Bay

LVFPD personnel conducted an assessment of building materials and defensible space within the above communities. The number of homes with flammable roofs, flammable siding, unenclosed structures (which can trap embers) and inadequate defensible space was tallied. The results of the structural ignitability assessment illustrate the need for homeowners to address building materials and defensible space around their homes. In general, most structures do not have both appropriate roofing and siding materials. The majority of structures have decks and overhanging unenclosed features where embers can be trapped and ignite a home. With Title III funding, the LVFPD will continue to educate each homeowner in the above listed communities about methods in home construction and maintenance. Most structures within the above listed communities do not have defensible space. With Title III funding, the LVFPD will continue to educate each homeowner about home landscaping and maintenance that can increase the protection of people and property from wildfire.

In order to enhance our current prevention program and build upon what we started with last year's funding, LVFPD needs two positions funded within the defensible space program. The first position, a Defensible Space Coordinator, would focus primarily on community outreach and the administrative tasks involved with the program. The second position, a Defensible Space Assistant, would be used solely to conduct the defensible space inspections. Additional funding is also required to construct a management information system (MIS) to begin tracking the thousands of inspections we intend to complete over the next 3-5 years.

The LVFPD will require an MIS that is capable of supporting our desire to inspect hundreds of properties on a yearly basis. The MIS will be used to:

- Store the information obtained in the Residential Home Inspection Form,
- Display the data collected during the home inspection on a GIS,
- Store fuels reduction treatment information such as vegetation type, GPS location, special hazards and maintenance date.
- Provide the addresses of properties that are due for maintenance in a given year,
- Display Fire Safe Chapter boundaries and associated contact data,
- Provide the addresses of properties based on hazard indexes derived from GIS data such as slope, aspect, vegetation type, proximity to wildland, etc.,
- Provide a method for homeowners to enter dates when they will be available for inspections,
- Provide mailing lists for groups of addresses selected through the GIS,
- Store dates and descriptions of educational materials provided to communities.

We are requesting funding in order to maintain and to enhance our current prevention program. We will continue to educate the residents of our community through a comprehensive defensible space inspection program. The LVFPD wishes to be proactive by having the newly hired Defensible Space Coordinator and Assistant continue the process of contacting all residents in the community. The LVFPD's message to homeowners will contain California Fire Code Appendix 2A which requires homeowners to address wildland fire hazards through creation of defensible space and other building construction mitigation measures. Specifically, the code requires homeowners to:

- ❑ Maintain adequate defensible space up to 100 feet around structures.
- ❑ Remove that portion of any tree which extends within 10 feet of the outlet of any chimney or stovepipe.
- ❑ Maintain any tree adjacent to or overhanging any building free of dead or dying wood.
- ❑ Maintain the roof of any structure free of leaves, needles, or other dead vegetative growth.
- ❑ Provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.

Homeowners will be informed on the requirement, under the El Dorado County Building Code, to install non-flammable roofs when constructing their homes. Wood shake shingles, even treated, are not allowed. While this code does not apply to existing homes, the LVFPD's fire safe message will be clear; replace your roof using only nonflammable building materials. Even if it is not required by law, homeowners will be advised to use non-flammable materials on the outside of their homes.

Title III funding is necessary in order to continue and enhance the current Defensible Space Program through these two positions and the creation of a MIS. The LVFPD hopes that the MIS will automate the inspection program, increase our efficiency, and eventually reduce employee hours. Without funding, the program would not be able to continue and grow.

## **Project Purpose**

1. The project goals for the Defensible Space Program include:
  - Community outreach through the creation of a MIS, informational mailers and pamphlets, conducting another Demonstration Day in conjunction with the Tahoe Resource Conservation District and Nevada Fire Safe Council, and working with the various Lake Tahoe agencies to promote a consistent message through the Lake Tahoe basin.

- Conducting defensible space inspections on at least 450 homes within the fire district. (In the grant proposal submitted last year, it was intended to conduct inspections on over 875 homes; however, through the development of the program it was realized that this number was unrealistic for both the first year of the program, for only one position and for the reality of our homeowner demographics, which is that less than 30% are full time in the area.)
- Assist homeowners in the issuance of tree removal permits for hazardous trees.
- Track all inspections and tree removal permits issued through the MIS.

During the 2006 season, with the funding of Title III, LVFPD was able to conduct defensible space inspections, community outreach and assist in the issuance of tree removal permits. Title III funding is again necessary to continue and enhance the current defensible space program.

2. The proposed timetable for the Defensible Space Program would include the hiring of a Defensible Space Coordinator as soon as possible in order to begin the process of community outreach as well as the hiring of a Defensible Space Assistant. The Coordinator position would end December 15, 2007. The Assistant would be hired to begin inspections May 1, 2007. Inspections would be conducted through November 2007, at which time, the Assistant's position would end.

3.a. The LVFPD will partner with the following agencies:

- The Nevada Fire Safe Council (NFSC). The NFSC serves the communities of Lake Tahoe. The LVFPD is an active participant in the development of fire safe chapters in our community. NFSC will also assist in community outreach for the program, through the development of the MIS, partnering with LVFPD and TRCD for the Demonstration Day as well as providing informational pamphlets and support.
- The California Department of Forestry and Fire Protection (CDF). CDF manages Proposition 40 funds that provide the free curbside chipping to all residents in our Community
- The South Lake Tahoe Fire Department (SLTFD). The City of South Lake Tahoe is contained within our Community. The SLTFD has a similar prevention program. We will cross-train our prevention assistant with the SLTFD so that we send a consistent message to the community.
- The Tahoe Resource Conservation District (TRCD). The TRCD teaches homeowners how to implement Best Management Practices that protect the clarity of Lake Tahoe. We hope to cross-train with the TRCD so that we can send a consistent message to the community. TRCD will also assist in community outreach through the Demonstration Day.

3.b. Through creating a consistent message and supporting common goals, TRCD and NFSC provide valuable contributions to the success of the defensible space program.

3.c. Contributions from the TRCD and NFSC include staff support for the Demonstration Day as well as on going support for continued community outreach through informational pamphlets and mailers.

3.d. In addition to the above mentioned partners, LVFPD also works with the following:

- The Tahoe Douglas Fire Protection District (TDFPD) has a similar prevention program. We will meet with TDFPD regularly to make certain that our message to all of the South Lake Tahoe area is consistent.
- Lahontan Regional Water Quality Board and Tahoe Regional Planning Agency are two governing agencies with in the Lake Tahoe Basin, whose regulations will be considered in implementing our program.

4. In 2006, with Title III funding a Prevention Assistant position was funded to conduct defensible space inspections and community outreach. However, with this proposal, the funding would be used to enhance that program in order to reach more homeowners and provide a greater overall service to the community.

5. The Tahoe Douglas Fire Protection District (TDFPD) has a similar prevention program. We will meet with TDFPD regularly to make certain that our message to all of the South Lake Tahoe area is consistent.

6. The LVFPD's Prevention Chief has over 16 years of experience in fire prevention. He has run similar programs with other departments. The LVFPD's Forestry Supervisor has over 11 years experience in resource management and education. The foundation for this program has been established, it will be a success.

7. The prevention office hopes the MIS, once operational, will reduce the need for one or both of the requested positions.

8. The project compliments the CWPP as noted above. This program was recommended in the CWPP.

## **Performance Measures**

The Defensible Space Coordinator position will be expected to begin as soon as possible, with the position ending December 15, 2007. The Coordinator position will be responsible for all community outreach efforts, including but not limited to, creating and distributing mailers and informational pamphlets, working with TRCD and NFSC in



conducting (Second Annual) Demonstration Day, working with other area agencies in promoting a consistent message to all Lake Tahoe homeowners, overseeing administrative aspects of the program, hiring, training and supervising the Assistant position, as well as conducting defensible space inspections. The Coordinator position will be supervised by LVFPD's Forestry Supervisor, Martin Goldberg.

The Assistant position will be hired and trained to begin work May 1, 2007. The position will end on November 30, 2007. The Assistant will be responsible for conducting defensible space inspections.

It is the goal of the program to conduct over 450 defensible space inspections from May 1 through November 30, 2007.

Attendance and success of the Demonstration Day will be documented by November 1, 2007.

All informational pamphlets and outreach mailers will be available through out the duration of the program as they are developed.

Performance evaluations will be based on the number of prevention materials developed and distributed. Additional evaluation will be based on number of contacts with homeowners and inspections completed.

The development and implementation of the MIS will be deemed successful, once the software efficiently supports the scheduling and data storage of the properties in LVFPD.

## **Budget Narrative**

### **LVFPD Organizational Budget**

The percentage breakdown of our yearly budget finances is: eighty five percent for salaries-wages and benefits, twelve percent for capital expenditures, and three percent for other expenditures. Our three major revenue sources are ad valorem taxes, special voter approved fees and ambulance revenue.

The LVFPD cannot fund the Defensible Space Program because we must maintain our current suppression budget. In 1992-93, the California Legislature enacted the Educational Revenue Augmentation Fund (ERAF) to transfer \$3.6 billion in property taxes from cities, counties and special districts to schools. It is estimated that the LVFPD has lost over \$175,000 a year to this augmentation. These monies could have been earmarked for a comprehensive prevention program such as the one proposed.

According to a recent study released, 70 percent of the homes in the area are occupied by investors or second homeowners (tahoedailytribune.com, 2005). The median house price in 2004 was \$379,000. Yet the median hourly wage in 2004 was \$15.91. For this reason

the permanent population of the LVFPD has stopped growing. Tied to a negative growth is a decrease in revenue. Revenue continues to decrease due to California's Proposition 13 (property tax based on purchase price and is fixed until property is sold). The LVFPD is expending all of its general fund revenues each year to maintain current levels of service, while at the same time seeing an increase in the demand for services. Increase in demand is a result of a strong tourism industry. This leaves an increasing shortfall, which equates to a lack of available funding for several high priority positions, including the proposed prevention assistant position.

Acquiring these positions and outreach materials and position is critical to the community. With uncertain budget times in California as well as the rest of the nation, and the growing importance to fund other programs, this grant is the only way the LVFPD can provide this valuable prevention service.

**Program Budget**

<u>Program Needs</u>	<u>budget amount</u>
Coordinator position	\$ 20,000.00
Assistant position	19,350.00
Management Information System	10,000.00
Outreach materials	1,000.00
<u>Demonstration Day supplies</u>	<u>500.00</u>
Total	\$ 50,850.00

The above Program Needs are listed in order of priority.

**Additional Data**

We wish to present no additional data.

The LVFPD would like to thank you for your time. If you have any questions or comments please contact Chief Michael at 530.577-3737 or me at 530.577-2447.

Sincerely,



Martin Goldberg  
Forestry Supervisor

# EXHIBIT "B"

Dated:

Ms. Laura S. Gill  
Chief Administrative Officer  
County of El Dorado  
330 Fair Lane  
Placerville, California 95667

RE:

Dear Ms. Gill:

This letter will certify that as of the above date \_\_\_\_\_ has completed \_\_\_\_\_% of the \_\_\_\_\_ Project at the approximate cost indicated. Through the last day of the preceding month, \_\_\_\_\_ has made payments in the total sum of \$\_\_\_\_\_, of the funds granted to it by the County of El Dorado. (Optional, for matching fund projects, as appropriate:) This will further certify that as of the above date, the \_\_\_\_\_ has advanced \$\_\_\_\_\_ in matching funds from the (state grant source) and \$\_\_\_\_\_ of funds from the \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed the date written above in El Dorado County, State of California.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

# EXHIBIT C



## COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

### BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



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BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 2 of 14
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POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.
  - (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.



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BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 4 of 14
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(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances:
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for





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BOARD OF SUPERVISORS POLICY

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the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



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BOARD OF SUPERVISORS POLICY

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prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



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above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



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- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



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may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



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while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



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The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



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departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form





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For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.