

Nevada County Consolidated Fire District

640 Coyote Street
Nevada City, CA 95959
(530) 265-4431
FAX 265-4438



www.nccfire.com
nccfire@nccfire.com

BOARD OF DIRECTORS

Keith Grueneberg, President
Patricia Nelson, Vice President
Barry Dorland
Tom Carrington
Spencer Garrett
Jon Hall
Marianne Slade-Troutman

STAFF

Jason Robitaille, Fire Chief
Pat Sullivan, Division Chief
Patrick Mason, Fire Marshal
Kevin Greene, Fleet and Facilities Supervisor
Nicole Long, Administrative Services Manager
Kaitlin Purvis, Finance Administrative Assistant
Tricia Bush, Administrative Services Assistant

BOARD OF DIRECTORS REGULAR MEETING – AMENDED AGENDA THURSDAY, JULY 20, 2023– 7:00 PM

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, 11329 MCCOURTNEY ROAD, GRASS VALLEY, CA 95949

Pursuant to Governor Gavin Newsom’s Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Nevada County Consolidated Fire District will hold its regularly scheduled meeting. This meeting is open to in-person attendance. To remain in compliance with the state public health guidance, face coverings are strongly recommended to be worn by all individuals while indoors. The Public’s and Employee’s health and well-being are the top priority for the Board of Directors of the Nevada County Consolidated Fire District, and you are urged to take all the appropriate health safety precautions.

Tricia Bush, Board Secretary
(530) 265-4431
triciabush@nccfire.com

The Board of Directors welcomes you to its meetings and your participation is encouraged and appreciated. Any Member of the Audience desiring to address the Board on a matter appearing on the agenda, before or during consideration of the item, may do so after receiving recognition from the presiding officer. In order for all interested parties to have an opportunity to speak, please limit your comments to the specific item under discussion. For further rules on public comment and other matters, please see the last page of this agenda.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in the implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information.

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Directors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Directors may hold a Closed Session as the agenda schedule permits.

STANDING ORDERS:



- 7:00 p.m. Call to Order
- Roll Call
- Pledge of Allegiance to the Flag
- Corrections and/or deletions to the agenda

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

This is the time for any member of the public to address the Board on any item not on this Agenda that is within the subject matter jurisdiction of the NCCFD Board. Please wait for recognition from the presiding officer. The Board generally cannot act on or discuss an item not on the agenda. However, the Board may "briefly respond" to comments or questions from the members of the public. Please see the rules for public comment at the end of this agenda.

CONSENT CALENDAR

These items are considered to be routine and may be enacted by one motion by the Board of Directors. There will be no separate discussion of these items. If discussion is desired, any board or staff member or interested party may request that an item be removed from the Consent Calendar to be considered separately.

1. Acceptance of Special Meeting Minutes – June 7, 2023
2. Acceptance of Minutes – June 15, 2023
3. Acceptance of Special Meeting Minutes – June 29, 2023
4. Fund Balances, Check History Report and Credit Card History Report

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Hall, Slade-Troutman
PERSONNEL: Carrington, Garrett, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg
CONSOLIDATION: Grueneberg, Dorland, Carrington

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Robitaille

NEW BUSINESS

5. Discussion and Possible Action, Resolution R23- 17, Establishing Designation of Applicants Agent Resolution for Non-State Agencies. **Admin Svcs. Long**
6. Discussion and Possible Action, Resolution R23-18, Authorized Benefit Resolution for the Miscellaneous Non-Represented Employees. **Admin Svcs. Long/ Chief Robitaille**
7. Discussion and Possible Action, Memorandum of Understanding Between County of Nevada, Rough & Ready Fire Protection District, Penn Valley Fire Protection District and Nevada County Consolidated Fire District. **Chief Robitaille**
8. Discussion and Possible Action, Letter Drafted to the County of Nevada Requesting Gap Funding for the Staffing of Rough & Ready Fire. **Chief Robitaille**
9. Discussion and Possible Action, Resolution R23-19, Updating the Authorized Personnel for Fiscal Year 23/24. **Chief Robitaille**
10. Discussion and Possible Action, Proposal for Legal Services for Nevada County Consolidated Fire District. **Chief Robitaille**
11. Discussion and Possible Action, Resolution R23-20, 2023/2024 Fiscal Year District Wage and Compensation Schedule. **Chief Robitaille**

12. Discussion and Possible Action, Resolution 23-21, Enter into An Agreement with Golden State Fire Apparatus for One (1) Pierce Manufacturing, Inc. 4X4 Enforcer 1500 GPM Pumper Engine. Chief Robitaille/ Fleet & Facilities Supervisor Greene
13. Discussion and Possible Action, Staff Report to Surplus, Accept Offer from Nevada City Police and Authorize Fire Chief Robitaille or Designee to Sign the Necessary Documents for the Sale of Two Staff Vehicles. Chief Robitaille/ Fleet & Facilities Supervisor Greene
14. Discussion and Possible Action, Purchase a Water Tender from Ophir Hill Fire Protection District. Chief Robitaille/ Fleet & Facilities Supervisor Greene
15. Discussion and Possible Action, Agreement with Suburban Propane for Commercial Propane Gas Sales. Chief Robitaille
16. Discussion and Possible Action, SDRMA Official Election Ballot for 2023 Board of Directors Election. President Grueneberg
17. Correspondence:
 - 17A. Thank you letter from Cheyanne Barker (Penn Valley Rodeo Queen).
 - 17B. Thank you letter from Twin Rivers Elementary School District.

CHIEFS MONTHLY REPORT

***BOARD DISCUSSION**

CLOSED SESSION

Public Comment on Closed Session Items:

Per CA Government Code 54954.3

While members of the public are not allowed in Closed Sessions, they do have a right to comment on the Closed Session item before the Board goes into Closed Session. And, if the Board will be taking action on the item out of Closed Session, then the public also has a right to comment during consideration of the action to be taken. Any member of the public who wishes to comment may do so after receiving recognition from the Chairman.

18. Public Employee Performance Evaluation

Pursuant to CA Government Code Section 54957

Title: Board Secretary

19. Conference with Labor Negotiators

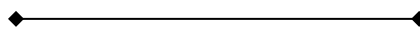
Pursuant to CA Government Code Section 54957.6

Employee Organizations and Unrepresented Employees:

Agency Representatives: Chief Robitaille, President Grueneberg, Director Dorland

- Local Firefighters Union 3800 representing the Non-Management Safety Employees

ADJOURNMENT



Board Meeting Schedule

All Regular Board Meetings will take place on the third Thursday of the month.

Copies

Copies of the agenda documents relative to an agenda item may be obtained at the Administrative Office, 640 Coyote Street, Nevada City, CA 95959, at a cost of \$1.00 dollar per page.

Board Meeting Notices

This Regular Meeting Agenda was posted 72 hours in advance of the meeting at the following locations: Nevada County Consolidated Fire District: Administration Office, 640 Coyote Street, Nevada City; Station 86, 12337 Banner Lava Cap Rd, Nevada City; Station 88, 14400 Golden Star, Grass Valley; Station 89, 11833 Tammy Way, Grass Valley; and on our website address at <http://www.nccfire.com>. Our e-mail address is nccfire@nccfire.com.

Rules Applying to Public Comments (as provided by CA Government Code Section 54954.)

A. Members of the public wishing to address the Board upon any subject within the jurisdiction of the Nevada County Consolidated Fire District may do so upon receiving recognition from the presiding officer at the appropriate time. You may address the Board on any agenda item prior to Board Action. If you wish to address the Board on an item not on the agenda, you may do so during the General Public Comment period. Understand that no action may be taken on an item not on the agenda.

— Where necessary for the orderly operation of the meeting, the presiding officer may limit public comment during the public comment period or public hearing to no more than five minutes per individual.

B. After receiving recognition, please stand and state your name, as all meetings are being taped. Note that stating your name is a voluntary act and is not required.

C. Members of the public may submit written comments on any matter that is listed on the agenda or for general public comment. You may submit written comments on any matter by U.S. Mail addressed to 640 Coyote Street, Nevada City, CA 95959 or by e-mail to triciabush@nccfire.com. For comments to be read at the meeting and entered into the minutes they must be received no later than 8:00 a.m. on the morning of the noticed meeting.

D. **All documents to be presented to the Board of Directors shall be given to the Secretary of the Board for distribution (original and seven copies) prior to the Call of Order of meeting.**

E. Complaints against any individual District employee cannot be brought up in open meeting directly. The District will only consider such a complaint if submitted in writing.

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BOARD OF DIRECTORS MINUTES June 7, 2023

Special Meeting held at
11329 McCourtney Road, Grass Valley, CA 95949

NCCFD DIRECTORS

Present: Grueneberg (President), Hall, Nelson, Slade-Troutman, Garrett

STAFF:

Present: Fire Chief Robitaille

STANDING ORDERS:

President Grueneberg called the meeting to order at 2:00 P.M. and took roll call, noting Director Dorland and Director Carrington were absent. President Grueneberg led in the pledge of allegiance.

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

NEW BUSINESS

1. Discussion and Possible Action, Agreement with Outlaw Foods.

Chief Robitaille advised NCCFD has entered into a lease agreement with Outlaw Foods (a Fire Support Unit) to utilize NCCFD Station 91 as a premise to store Emergency Equipment trailers. The lease begins May 1, 2023 and continues on a month-to-month basis until one of the parties terminates the tenancy. Director Nelson motioned to approve the agreement with Outlaw Foods. Director Garrett seconded. **MOTION** passed unanimously by a roll call vote with Director Dorland and Director Carrington absent.

2. Discussion and Possible Action, Resolution R23-10, Authorizing the Fire Suppression Benefit Assessment, District 2004-1, Located in the Boundaries of the Nevada County Consolidated Fire District, to be Placed on the Nevada County Secured Tax Rolls & Requesting the County of Nevada to Levy & Collect this District-Wide Fire Suppression Benefit Assessment for FY 2023/2024.

Administrative Services Long stated this resolution must be adopted to place the benefit assessment on the tax bills with the county that includes the amount and if any increases are approved. The district can increase by no more than 3% annually. Director Garrett motioned to adopt Resolution R23-10, Authorizing the Fire Suppression Benefit Assessment, District 2004-1, Located within the Boundaries of the Nevada County Consolidated Fire District, to be placed on the Nevada County Secured Tax Rolls, Requesting the County of Nevada to Levy and Collect the District-Wide Fire Suppression Benefit Assessment with a 3% increase. Director Hall seconded. **MOTION** passed unanimously following a roll call vote with Director Dorland and Director Carrington absent.

BOARD DISCUSSION

There was a brief discussion regarding the Rough & Ready Fire and Penn Valley Fire consolidation with no significant updates. President Grueneberg advised there is a meeting tomorrow, June 8th with the county.

ADJOURNMENT

President Grueneberg adjourned the meeting at 2:13 P.M.

Attest:

Approved by:

Tricia Bush
Board Secretary

Keith Grueneberg
President of the Board

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BOARD OF DIRECTORS MINUTES June 15, 2021

Regular Meeting held at
11329 McCourtney Road, Grass Valley, CA 95949

NCCFD DIRECTORS

Present: Grueneberg (President), Carrington, Garrett, Hall

STAFF:

Present: Fire Chief Robitaille, Division Chief Sullivan, Fire Marshal Mason, Administrative Services Long

STANDING ORDERS:

President Grueneberg called the meeting to order at 7:00 pm and took roll call, noting that Director Dorland, Director Slade-Troutman and Director Nelson were absent. FPO II Tellam led in the pledge of allegiance.

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

No report.

CONSENT CALENDAR

1. Acceptance of Minutes – May 18, 2023
2. Fund Balances, Check History Report, and Credit Card History Report

Director Hall motioned to accept the consent calendar. Director Garrett seconded. **MOTION** passed unanimously with Director Dorland, Director Slade-Troutman and Director Nelson absent.

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Hall, Slade-Troutman

PERSONNEL: Carrington, Garrett, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg

CONSOLIDATION: Carrington, Dorland, Grueneberg

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Robitaille

Finance – No report.

Personnel – No report.

Board Policy & Procedures – No report

Consolidation – Discussion with Rough & Ready, Penn Valley and NCC have been taking place.

JPA – Chief Robitaille stated he attended his first meeting, and they are working on the budget as well as replacing long time secretary/bookkeeper Jessica.

NEW BUSINESS

4. **Discussion and possible action, Resolution 23-11, Transfer \$125,000.00 from Fund 722 to Capital Reserve Fund 758 for Equipment and Vehicles.**

Chief Robitaille reported that this is an annual transfer of funds from our operating fund to our capital improvement fund. Staff recommends putting \$125,000 of the net proceeds from the 2022/2023 fire season for the wear and tear of apparatus and equipment into fund 758 for future equipment and vehicles. Director motioned to adopt Resolution 23-11, Transfer \$125,000.00 from Fund 722 to Fund 758. Director seconded. **MOTION** passed unanimously following a roll call vote, with Director Dorland, Director Slade-Troutman and Director Nelson absent.

5. **Discussion and possible action, Resolution 23-12, Authorized Personnel Resolution for Fiscal Year 2022/2023.**

Chief Robitaille reported that each year we bring an authorization to the board that identifies the positions to be held during the fiscal year; this resolution reflects the staffing for the 2023/2024 fiscal year. Director motioned to adopt Resolution 23-12, Authorized Personnel Resolution for Fiscal Year 2023/2024. Director seconded. **MOTION** passed unanimously following a roll call vote, with Director Dorland, Director Slade-Trotman and Director Nelson absent.

6. **Discussion and possible action, Resolution R23-13, Authorizing the Special Tax for Fire Suppression, Protection & Emergency Medical Response Services within the Boundaries of Nevada County Consolidated Fire District & Requesting the County of Nevada to Levy & Collect District-Wide Special Tax for Fire Suppression, Protection & Emergency Medical Response Services for FY 2023/2024 Tax Rolls.**

Administrative Services Manager Long reported that the initial resolution states that the special tax can increase by the Western States CPI or 3%, whichever is less. The current Western States CPI is 8%, Staff recommends increasing the special tax to 3%, increasing revenue by \$30,000. Director motioned to adopt Resolution 23-13, Authorizing the Special Tax for Fire Suppression, Protection & Emergency Medical Response Services within the Boundaries of Nevada County Consolidated Fire District & Requesting the County of Nevada to Levy & Collect District-Wide Special Tax for Fire Suppression, Protection & Emergency Medical Response Services for FY 2023/2024 Tax Rolls. Director seconded. **MOTION** passed unanimously following a roll call vote, with Director Dorland, Director Slade-Troutman and Director Nelson absent.

7. **Discussion and possible action, Resolution R23-14, Establishing the Appropriations Limit for Fiscal Year 2023/2024.**

Administrative Services Manager Long reported that California mandates an appropriation limit be set every fiscal year. He reviewed the calculation of appropriations limits and stated that the district is well within its limit. Director motioned to adopt Resolution 23-14, Establishing the Appropriations Limit for Fiscal Year 2023/2024. Director seconded. **MOTION** passed unanimously following a roll call vote, with Director Dorland, Director Slade-Troutman, and Director Nelson absent.

8. **Discussion and possible action, Resolution R23-15, Adopting the Preliminary Budget for the Fiscal Year 2023/2024.**

Fire Chief Robitaille reviewed the budget, with the highlights being captured below.

Throughout the budget, there are three (3) columns, the FY 23/24 preliminary budget, 22/23 amended budget, and the actual expenses and revenue percentages as of May 31, 2021.

Page 8-3: preliminary budget highlights.

Page 8-4: fund 722 budget recap.

Page 8-5: secured taxes, 3% increase has been placed in the budget; the district will receive values in

August but do not receive actual numbers until October.

- Account 4110: 3% increase as approved.
- Account 4150: 3% increase as approved.

Page 11-6: this preliminary budget has no projected increases in wages and benefits.

- Account 5731: the cap is budgeted for all employees.
- Account 5751: increase in Workers’ Comp experience modification 22%

Page 8-7: Account 6114, no interns

Page 11-9: Account 7051, decrease is due to the use of the indexes from the Department of Energy to project costs.

Director motioned to adopt Resolution 23-15, Adopting the Preliminary Budget for Fiscal Year 2023/2024 in the amount of. Director seconded. **MOTION** passed unanimously following a roll call vote, with Director Dorland, Director Slade-Troutman and Director Nelson absent.

9. **Discussion and possible action, Resolution 23-16, Transfer \$10,775.00 from Fund 758 to Fund 722.**

Administrative Services Long reported that payment for the architectural services for station 86 was incorrectly paid for out of 722. This resolution is for the County to transfer the funds back to our operating fund. Director motioned to adopt Resolution 23-16, Transferring \$10,775.00 from Fund 758 to Fund 722. Director seconded. **MOTION** passed unanimously following a roll call vote, with Director Dorland, Director Slade-Troutman, and Director Nelson absent.

CHIEF’S MONTHLY REPORT

***BOARD DISCUSSION**

10. **Closed Session.**

The board entered closed session at 7:42.

The board came out of closed session at 8:02.

Director Garrett motioned to approve the MOU pending district legal review, authorizing staff to make the payroll changes for the pay period beginning June 25, 2023, for represented and unrepresented employees.

ADJOURNMENT

President Grueneberg adjourned the meeting at 8:11 pm

Attest:

Approved by:

Nicole Long
Acting Board Secretary

Keith Grueneberg
President of the Board

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BOARD OF DIRECTORS MINUTES June 29, 2023
Special Meeting held at
11329 McCourtney Road, Grass Valley, CA 95949

NCCFD DIRECTORS

Present: Grueneberg (President), Hall, Carrington, Slade-Troutman, Nelson

STAFF:

Present: Fire Chief Robitaille, Administrative Services Long, Division Chief Pat Sullivan, Fire Marshal Mason, Fleet & Facilities Supervisor Greene and Battalion Chief Sunde.

STANDING ORDERS:

President Grueneberg called the meeting to order at 1:30 P.M. and took roll call, noting Director Dorland and Director Garrett were absent. Battalion Chief Sunde led in the pledge of allegiance.

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

NEW BUSINESS

1. Discussion and Possible Action, Agreement between Nevada County Consolidated Fire District, Penn Valley Fire District and Rough & Ready Fire Protection District for the Purpose of Providing Reciprocal Fire Protection and Related Services Under this Joint Operations Agreement.

Chief Robitaille advised this agreement is due to a reorganization of three districts. It is the initial step that allows the joint staffing of Station #59. After some discussion on terms, Director Nelson motioned to approve the amended Agreement between Nevada County Consolidated Fire, Penn Valley Fire District and Rough & Ready Fire Protection District for the Purpose of Providing Reciprocal Fire Protection and Related Services. Director Carrington seconded. **MOTION** passed unanimously by a roll call vote with Director Dorland and Director Garrett absent.

2. Discussion and Possible Action, Joint Letter with Penn Valley Fire to request Gap Funding from the County of Nevada.

Chief Robitaille stated he attended an ad hoc meeting at the County of Nevada today. There will be a joint workshop with Penn Valley Fire in which funding needs to be formally requested along with the budget. This must be completed by the next Nevada County Board of Supervisors meeting (August 8, 2023). The Chief advised this letter will be prepared at the next NCC Fire board meeting (July 20, 2023).

BOARD DISCUSSION

There was a brief discussion on next steps of the three fire district boards.

ADJOURNMENT

President Grueneberg adjourned the meeting at 1:53 P.M.

Attest:

Approved by:

Tricia Bush
Board Secretary

Keith Grueneberg
President of the Board

DRAFT

Nevada County Consolidated Fire District
Fund Recap & Cash Balances
June 2023

	Fund					Total
	722 Operating	723 Contingency	733 AB1600	734 Special Tax	758 Capital	
Beginning Cash ¹	3,097,111	1,268,736	152,504	15,171	411,265	4,944,787
Revenues	412,997	-	12,352	51,913	2,849	480,111
Expenditures	(690,297)	(125,000)	-	-	(2,826)	(818,123)
Other Inc/Expense	(114,835)	-	-	-	250,000	135,165
Other Activity ²	(4,936)	-	104	-	-	(4,832)
Ending Cash ¹	2,700,040	1,143,736	164,960	67,084	661,288	4,737,108

¹ Includes Well Fargo

² Reconciling items, prior period adjustments

Nevada County Consolidated Fire District Operating Fund 722

June 2023

	Jun 23	Jul '22 - Jun 23	Budget	% of Budget
Revenues				
4000 · Taxes & Assessments				
4010 · Current Secured	183,103	3,661,688	3,661,951	100%
4020 · Current Unsecured	440	58,763	57,942	101%
4030 · Prior Unsecured	50	1,444	2,296	63%
4040 · Supplemental Secured	11,840	149,679	100,000	150%
4050 · Supplemental Unsecured	105	4,968	8,598	58%
4060 · Supplemental Prior Unsecured	13	517	388	133%
4110 · Special Assessment	110,730	2,232,734	2,214,078	101%
4150 · Special Tax of 2012		17,797	1,001,388	2%
4151 · Special Tax 2012 (transfer in)		997,000		100%
4230 · State Homeowners	3,711	24,737	24,888	99%
4240 · State Public Safety Prop 172	44,856	533,120	448,358	119%
4290 · Other	0	721		100%
Total 4000 · Taxes & Assessments	354,848	7,683,168	7,519,887	102%
4500 · Reimbursements				
4510 · Strike Team	25,289	683,606	75,000	311%
4522 · Strike Team Cost Offset	(17,995)	(450,223)		
4540 · Vehicle Repair		6,380	5,000	128%
4550 · Cost Recovery	4,565	29,622	20,000	148%
4690 · Other Reimbursements	16,018	41,689	23,480	178%
Total 4500 · Reimbursements	27,877	311,074	123,480	252%
4800 · Other Revenue				
4810 · Inspections & Permits	864	7,941	7,500	106%
4812 · Plan Reviews	2,016	12,397	12,000	103%
4820 · Interest & Finance Charges	25,993	58,481	32,000	183%
4830 · Rentals	550	3,640	3,240	112%
4840 · Other Current Services	849	3,836	3,000	128%
Total 4800 · Other Revenue	30,272	86,295	57,740	149%
Total Revenues	412,997	8,080,537	7,701,107	105%

Nevada County Consolidated Fire District Operating Fund 722

June 2023

Expense	Jun 23	Jul '22 - Jun 23	Budget	% of Budget
5000 · Wages & Benefits				
5100 · Wages				
5111 · Chief / Div. Chief (2)	35,489	353,878	338,478	105%
5113 · Battalion Chief (3)	40,558	357,634	350,039	102%
5114 · Fire Marshal / DFM (2)	27,596	151,454	152,289	99%
5121 · Captains (9)	101,234	898,577	875,804	103%
5122 · Lieutenants (6)	48,768	468,348	467,539	100%
5123 · Firefighter (12)	72,289	639,738	652,987	98%
5131 · Supplemental / Seasonal FF	22,049	154,135	157,277	98%
5132 · PCF / Reserve FF		4,020	4,800	84%
5141 · Clerical (2.5)	20,559	185,241	203,691	91%
5145 · Fire Mechanic (1.5)	17,036	149,831	149,089	100%
5151 · Overtime	70,900	572,821	501,048	114%
5153 · Additional Overtime Staffing	2,171	42,575	18,541	230%
5155 · EPSL Overtime		38,110		
5161 · Strike Team	132	314,436		
5165 · Strike Team Backfill	1,146	106,049		
5167 · Strike Team Revenue Offset	(17,738)	(443,788)		
5171 · Holiday Stipend	8,174	84,657	80,199	106%
5173 · Vacation / CTO Buy Back	1,519	101,631	115,648	88%
5185 · Directors	750	3,750	4,500	83%
Total 5100 · Wages	452,632	4,183,097	4,071,929	103%
5500 · Payroll Taxes				
5511 · Medicare Employer Tax	6,024	60,986	61,355	99%
5512 · Soc Security Employer Tax	91	858	887	97%
5521 · SUI Employer Tax	374	6,067	5,637	108%
5526 · Strike Team Revenue Offset	(257)	(6,435)		100%
Total 5500 · Payroll Taxes	6,232	61,476	67,879	91%
5700 · Benefits				
5711 · Pension	69,852	1,133,291	1,258,282	90%
5731 · Health Insurance	59,827	639,980	772,464	83%
5735 · Life Insurance	464	11,212	14,400	78%
5751 · Workers Comp Insurance		204,884	228,707	90%
Total 5700 · Benefits	130,143	1,989,367	2,273,853	87%
Total 5000 · Wages & Benefits	589,007	6,233,940	6,413,661	97%

Nevada County Consolidated Fire District Operating Fund 722

June 2023

	Jun 23	Jul '22 - Jun 23	Budget	% of Budget
6000 · Personnel Related				
6010 · Clothing / PPE				
6011 · Uniforms	2,833	30,252	35,080	86%
6021 · Personal Protective Equip	6,606	51,703	51,500	100%
6031 · Safety & PPE (per MOU)	616	35,498	38,000	93%
Total 6010 · Clothing / PPE	10,055	117,453	124,580	94%
6100 · Food / Meals				
6111 · Meals - Administration	105	2,639	1,700	155%
6113 · Meals - Fire	97	627	1,000	63%
6114 · Meals - Interns		450	500	90%
Total 6100 · Food / Meals	202	3,716	3,200	116%
6200 · Training / Fitness				
6211 · Wellness Program	1,161	30,250	31,660	96%
6213 · Fitness Program	28	6,014	5,910	102%
6221 · Tuition - Safety Personnel	3,617	21,167	30,500	69%
6232 · Travel Expense	1,400	7,623	10,000	76%
6241 · Training Materials		2,500	2,500	100%
6246 · Public Safety Training Center			1,000	
6261 · Licenses & Certificates	941	2,839	2,500	114%
6271 · Training - Administration	741	7,406	8,500	87%
Total 6200 · Training / Fitness	7,888	77,799	92,570	84%
Total 6000 · Personnel Related	18,145	198,968	220,350	90%
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones	1,598	18,760	19,260	97%
6521 · Mobile Phones	774	7,057	15,500	46%
Total 6510 · Communications	2,372	25,817	34,760	74%
6550 · Station				
6551 · Supplies & Services - Stations	1,297	16,966	24,760	69%
Total 6550 · Station	1,297	16,966	24,760	69%
6610 · Insurance				
6611 · Liability & Umbrella		82,446	85,000	97%
Total 6610 · Insurance		82,446	85,000	97%
6650 · Maintenance				
6681 · Facility Maint & Improvements	13,575	144,035	189,000	76%
Total 6650 · Maintenance	13,575	144,035	189,000	76%
6700 · Medical Supplies				
6716 · EMS Supplies	232	15,043	18,500	81%
Total 6700 · Medical Supplies	232	15,043	18,500	81%
6750 · Apparatus Equipment				
6751 · Hose	2,259	8,946	22,000	41%
6756 · Ladders			1,553	
6761 · Suppression Equip/Small Tools	95	5,318	7,500	71%
6766 · Power Tools & Equipment		7,078	7,902	90%

Nevada County Consolidated Fire District Operating Fund 722

June 2023

	Jun 23	Jul '22 - Jun 23	Budget	% of Budget
6771 · Pump Testing		4,620	4,337	107%
6776 · Mobile Communications	332	8,258	7,685	107%
6781 · Technical Rescue Equip	3,295	11,676	13,000	90%
6786 · SCBA Repair & Maintenance		5,361	10,500	51%
6796 · Drone		1,000	1,412	71%
6798 · Utility Terrain Vehicle	74	1,415	1,500	94%
Total 6750 · Apparatus Equipment	6,055	53,672	77,389	69%
6800 · Utilities				
6811 · Alarm		1,513	1,500	101%
6821 · Electricity / Gas	5,241	68,466	65,000	105%
6831 · Propane	88	16,975	13,924	122%
6841 · Trash	249	3,324	3,600	92%
6851 · Water / Sewer	284	8,532	11,487	74%
Total 6800 · Utilities	5,862	98,810	95,511	103%
6900 · Capital Expenditures				
6941 · Admin Office Equipm & Computers	8,514	28,612	27,125	105%
Total 6900 · Capital Expenditures	8,514	28,612	27,125	105%
Total 6500 · Facility & Equipment Related	37,907	465,401	552,045	84%
7000 · Vehicle Related				
7001 · Insurance		19,716	10,085	195%
7010 · Maintenance				
7011 · Accessories	758	15,738		
7016 · Batteries		980		
7021 · Body	2,276	12,362		
7026 · Brakes	534	6,214		
7031 · Drive Train	672	48,435		
7036 · Pumps		4,237		
7041 · Tires	9,151	24,693		
7046 · Tools & Shop Related	555	11,391		
7048 · All Categories for Budget			111,000	
7049 · Outside Agency Vehicle Maint	394	154		
Total 7010 · Maintenance	14,340	124,204	111,000	112%
7050 · Fuel				
7051 · Fuel	6,457	84,573	93,447	91%
Total 7050 · Fuel	6,457	84,573	93,447	91%
Total 7000 · Vehicle Related	20,797	228,493	214,532	107%
7500 · General & Admin Related				
7501 · Office Expense				
7502 · Administration	352	5,944	4,500	132%
7506 · Board		200	1,000	20%
7508 · Computer & Software Expense	9,880	76,539	86,233	89%
7509 · Copier Expense	195	1,139	1,200	95%
7511 · Memberships	1,000	15,974	16,190	99%
7516 · Mileage Reimbursements		44	100	44%

Nevada County Consolidated Fire District Operating Fund 722

June 2023

	Jun 23	Jul '22 - Jun 23	Budget	% of Budget
7521 · Postage & Delivery	339	1,008	1,100	92%
7501 · Office Expense - Other	0	15		100%
Total 7501 · Office Expense	11,766	100,863	110,323	91%
7550 · Professional Services				
7551 · Accounting		14,427	15,000	96%
7556 · Computer & IT Support	810	11,813	14,980	79%
7561 · Consultants	921	10,990	10,000	110%
7563 · Hiring Expense	2,522	17,425	11,380	153%
7566 · Legal Expense	3,216	33,712	46,675	72%
7571 · Medical Director		6,600	6,600	100%
7576 · Other	2,594	2,594		100%
Total 7550 · Professional Services	10,063	97,561	104,635	93%
7590 · Publications				
7591 · Legal Notices		381	600	64%
7596 · Marketing / Advertising			500	
Total 7590 · Publications		381	1,100	35%
7600 · Special District				
7611 · Elections		32,262	30,000	108%
7621 · LAFCo		5,687	6,663	85%
7631 · Nevada County Fees		82,050	89,228	92%
Total 7600 · Special District		119,999	125,891	95%
7650 · Prevention				
7651 · Code Purchases		1,893	1,800	105%
7653 · Investigation Supplies	471	3,118	4,300	73%
7657 · Inspection Supplies	100	100	1,500	7%
7661 · Prof Svcs / Plan Checks	109	109	2,500	4%
7663 · Public Education Supplies		1,798	3,100	58%
7665 · Subscriptions / Memberships	464	1,596	1,400	114%
7667 · Training	968	5,992	6,000	100%
7669 · Other Prevention / Law Enforce	500	2,927	1,500	195%
Total 7650 · Prevention	2,612	17,533	22,100	79%
7800 · JPA				
7831 · Dispatch Charges		135,925	130,000	105%
7841 · Dues / Administration		12,862	12,862	100%
Total 7800 · JPA		148,787	142,862	104%
Total 7500 · General & Admin Related	24,441	485,124	506,911	96%
8500 · Strike Team Non Labor Expenses		14,055		100%
8510 · Reimbursables & Other				
8519 · Other Expense		133		
Total 8510 · Reimbursables & Other		133		100%
Total Expense	690,297	7,626,114	7,907,499	96%
Fund Over/<Under>	(277,300)	454,423	(206,392)	
Other Income				
8800 · Transfers In				

Nevada County Consolidated Fire District Operating Fund 722

June 2023

	<u>Jun 23</u>	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>% of Budget</u>
8823 · Transfer from 723		53,000		
8858 · Transfer From 758	10,775	10,775		
Total 8800 · Transfers In	10,775	63,775		
9001 · Grant Revenue				
9001.08 · RFC 7GF21089		7,876		
9001 · Grant Revenue - Other		25,824		
Total 9001 · Grant Revenue		33,700		
Total Other Income	10,775	97,475		
Other Expense				
8700 · Transfers Out				
8758 · Transfer to 758	125,000	125,000		
Total 8700 · Transfers Out	125,000	125,000		
9101 · Grant Expense				
9101.01 · AFG EMW-2019-FG-03486 Radio		16,954		
9101.02 · AFG EMU-2020-FG-02126 Covid		(193)		
9101.09 · CA Fire Foundation Comm Veg Red	610	10,706		
Total 9101 · Grant Expense	610	27,467		
Total Other Expense	125,610	152,467		
Net Other	(114,835)	(54,992)		
Net Fund Activity	(392,135)	399,431	(206,392)	

Nevada County Consolidated Fire District AB 1600 Mitigation Fund 733

June 2023

	<u>Jun 23</u>	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>% of Budget</u>
Revenues				
4000 · Taxes & Assessments				
4160 · AB 1600 Mitigation Fees	11,434	115,761	100,412	115%
Total 4000 · Taxes & Assessments	11,434	115,761	100,412	115%
4800 · Other Revenue				
4820 · Interest & Finance Charges	918	2,414	1,200	201%
Total 4800 · Other Revenue	918	2,414	1,200	201%
Total Revenues	12,352	118,175	101,612	116%
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6921 · Apparatus & Equipment		51,803	51,803	
Total 6900 · Capital Expenditures		51,803	51,803	
Total 6500 · Facility & Equipment Related		51,803	51,803	
7500 · General & Admin Related				
7550 · Professional Services				
7561 · Consultants			23,000	
Total 7550 · Professional Services			23,000	
Total 7500 · General & Admin Related			23,000	
Total Expense		51,803	74,803	
Fund Over/<Under>	12,352	66,372	26,809	
Net Fund Activity	12,352	66,372	26,809	

Nevada County Consolidated Fire District Special Tax Fund 734

June 2023

	Jun 23	Jul '22 - Jun 23	Budget	% of Budget
Revenues				
4000 · Taxes & Assessments				
4150 · Special Tax of 2012	50,546	1,010,745	1,010,219	100%
Total 4000 · Taxes & Assessments	50,546	1,010,745	1,010,219	100%
4800 · Other Revenue				
4820 · Interest & Finance Charges	1,367	3,476	1,500	232%
Total 4800 · Other Revenue	1,367	3,476	1,500	232%
Total Revenues	51,913	1,014,221	1,011,719	100%
Expense				
7500 · General & Admin Related				
7600 · Special District				
7631 · Nevada County Fees		8,177	10,331	79%
Total 7600 · Special District		8,177	10,331	79%
Total 7500 · General & Admin Related		8,177	10,331	79%
Total Expense		8,177	10,331	79%
Fund Over/<Under>	51,913	1,006,044	1,001,388	100%
Other Expense				
8700 · Transfers Out				
8722 · Transfer to 722		997,000		
Total 8700 · Transfers Out		997,000		
Total Other Expense		997,000		
Net Other		(997,000)		
Net Fund Activity	51,913	9,044	1,001,388	

Nevada County Consolidated Fire District Capital Fund 758

June 2023

	<u>Jun 23</u>	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>% of Budget</u>
Revenues				
4800 · Other Revenue				
4820 · Interest & Finance Charges	2,849	12,064		100%
4850 · Sale Surplus Equipment			60,000	
Total 4800 · Other Revenue	<u>2,849</u>	<u>12,064</u>	<u>60,000</u>	<u>20%</u>
Total Revenues	<u>2,849</u>	<u>12,064</u>	<u>60,000</u>	<u>20%</u>
Expense				
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones		190		
Total 6510 · Communications		<u>190</u>		
6650 · Maintenance				
6681 · Facility Maint & Improvements		127,163		
Total 6650 · Maintenance		<u>127,163</u>		
6900 · Capital Expenditures				
6911 · Stations			8,000	
6921 · Apparatus & Equipment		301,385	151,249	199%
6931 · Vehicles	2,826	49,426	65,000	76%
Total 6900 · Capital Expenditures	<u>2,826</u>	<u>350,811</u>	<u>224,249</u>	<u>156%</u>
Total 6500 · Facility & Equipment Related	<u>2,826</u>	<u>478,164</u>	<u>224,249</u>	<u>213%</u>
7500 · General & Admin Related				
7550 · Professional Services				
7561 · Consultants			6,000	
Total 7550 · Professional Services			<u>6,000</u>	
Total 7500 · General & Admin Related			<u>6,000</u>	
Total Expense	<u>2,826</u>	<u>478,164</u>	<u>230,249</u>	<u>208%</u>
Fund Over/<Under>	<u>23</u>	<u>(466,100)</u>	<u>(170,249)</u>	
Other Income				
8800 · Transfers In				
8822 · Transfer from 722	125,000	125,000		
8823 · Transfer from 723	125,000	125,000		
Total 8800 · Transfers In	<u>250,000</u>	<u>250,000</u>		
Total Other Income	<u>250,000</u>	<u>250,000</u>		
Other Expense				
8700 · Transfers Out				
8722 · Transfer to 722	10,775	10,775		
Total 8700 · Transfers Out	<u>10,775</u>	<u>10,775</u>		
Total Other Expense	<u>10,775</u>	<u>10,775</u>		
Net Other	<u>239,225</u>	<u>239,225</u>		
Net Fund Activity	<u><u>239,248</u></u>	<u><u>(226,875)</u></u>	<u><u>(170,249)</u></u>	

Nevada County Consolidated Fire District Check History Report

June 2023

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	06/01/2023	259952	AFLAC	\$ 763.76
	06/01/2023	259895	BLUE SHIELD OF CALIFORNIA	\$ 34,922.65
	06/01/2023	V973245	FDAC Employee Benefits Authority	\$ 1,323.65
	06/01/2023	V973229	KAISER FOUNDATION HEALTH PLAN	\$ 17,306.15
	06/01/2023	V973170	SPECIAL DIST RISK MGMT AUTH.	\$ 4,441.98
	06/01/2023	259975	STANDARD INSURANCE COMPANY	\$ 899.00
	06/01/2023	259886	CalPERS 457 Plan (Def. Comp)	\$ 1,362.50
	06/01/2023	V973180	NCCFD - EFTPS (Fed & State Taxes)	\$ 24,146.67
	06/01/2023	V973190	NEVADA COUNTY PROF FF ASSN	\$ 1,085.00
	06/01/2023	V973197	NATIONWIDE RETIREMENT SOLUTION	\$ 5,917.77
	06/01/2023	912442	CalPERS (Retirement)	\$ 34,677.28
	06/02/2023	GJE706	Net Pay Pay Period Ending 5/27/23	\$ 102,854.25
	06/05/2023	260000	HUMAN NATURE	\$ 2,258.66
	06/05/2023	259999	UPS	\$ 17.57
	06/05/2023	260009	B&C ACE HOME & GARDEN CENTER	\$ 112.83
	06/05/2023	V973355	Big Brand Tire & Service	\$ 2,865.66
	06/05/2023	V973293	BUCKMASTER OFFICE SOLUTIONS	\$ 125.12
	06/05/2023	260042	GOLDEN STATE EMERGENCY VEHICLE	\$ 68.52
	06/05/2023	V973348	Justin Mendoza	\$ 931.26
	06/05/2023	260023	LIFE ASSIST INC.	\$ 111.20
	06/05/2023	V973301	PURCHASE POWER	\$ 255.94
	06/05/2023	260030	RESCUE RESPONSE GEAR	\$ 307.15
	06/05/2023	V973307	RIVERVIEW INTERNATIONAL TRUCKS	\$ 1,140.10
	06/05/2023	260046	SAC ICE, LLC	\$ 263.87
	06/05/2023	260011	SIERRA-SACRAMENTO VALLEY EMS	\$ 1,000.00
	06/05/2023	260039	SPAR TREE FORESTRY	\$ 2,500.00
	06/05/2023	260045	YATES GEAR INC.	\$ 107.61
	06/05/2023	260010	B&C ACE HOME & GARDEN CENTER	\$ 24.53
	06/05/2023	260031	RESCUE RESPONSE GEAR	\$ 2,855.42
	06/12/2023	260232	WASTE MANAGEMENT OF NEV. CO.	\$ 444.95
	06/12/2023	260230	WASTE MANAGEMENT OF NEV. CO.	\$ 82.70
	06/12/2023	260231	WASTE MANAGEMENT OF NEV. CO.	\$ 82.70
	06/12/2023	260265	Auburn Tire	\$ 2,359.53
	06/12/2023	260235	B&C ACE HOME & GARDEN CENTER	\$ 52.06
	06/12/2023	V973927	BANNER COMMUNICATIONS	\$ 269.28
	06/12/2023	260268	Du-Mor Fire Systems, Inc.	\$ 1,100.00
	06/12/2023	260302	Fire Station Furniture	\$ 5,366.20
	06/12/2023	V973945	GRASS VALLEY SIGN CO	\$ 1,398.31
	06/12/2023	260247	HBE RENTALS	\$ 19.09
	06/12/2023	V973912	HUNT & SONS, INC.	\$ 3,771.33
	06/12/2023	260240	L.N. CURTIS & SONS	\$ 2,553.86
	06/12/2023	V973904	MISSION LINEN SUPPLY, INC.	\$ 126.48
	06/12/2023	260249	NETWORK DESIGN ASSOCIATES	\$ 405.00
	06/12/2023	260288	PORAC	\$ 27.00

Nevada County Consolidated Fire District Check History Report

June 2023

Date	Num	Name	Paid Amount
06/12/2023	260289	PORAC - LEGAL DEFENSE FUND	\$ 42.00
06/12/2023	V973929	Reliable Auto Glass Company	\$ 711.17
06/12/2023	V973909	RIVERVIEW INTERNATIONAL TRUCKS	\$ 263.67
06/12/2023	V973930	ROBINSON ENTERPRISES, INC.	\$ 979.13
06/12/2023	V973899	TELLAM, ROBERT	\$ 500.00
06/12/2023	260274	WITMER ASSOCIATES, INC. dba	\$ 2,204.94
06/12/2023	260241	L.N. CURTIS & SONS	\$ 1,454.89
06/15/2023	260307	HSA BANK, DIV. OF WEBSTER BANK	\$ 12,434.39
06/15/2023	260308	CalPERS 457 Plan (Def. Comp)	\$ 1,428.81
06/15/2023	V973969	NCCFD - EFTPS (Fed & State Taxes)	\$ 26,635.05
06/15/2023	V973986	NEVADA COUNTY PROF FF ASSN	\$ 1,085.00
06/15/2023	V973992	NATIONWIDE RETIREMENT SOLUTION	\$ 5,871.13
06/15/2023	912475	CalPERS (Retirement)	\$ 38,486.56
06/16/2023	GJE711	Net Pay Pay Period Ending 6/10/23	\$ 113,391.78
06/19/2023	260498	AT&T CALNET 3	\$ 472.00
06/19/2023	260497	CalCARD (US BANK)	\$ 18,366.02
06/19/2023	260495	NID	\$ 31.23
06/19/2023	260493	WASTE MANAGEMENT OF NEV. CO.	\$ 204.40
06/19/2023	260496	NID	\$ 61.13
06/19/2023	260494	WASTE MANAGEMENT OF NEV. CO.	\$ 44.65
06/19/2023	V974181	A TO Z SUPPLY	\$ 14.82
06/19/2023	260556	AUBURN FORD	\$ 96.89
06/19/2023	V974230	Big Brand Tire & Service	\$ 3,925.35
06/19/2023	260572	GOLDEN STATE EMERGENCY VEHICLE	\$ 119.50
06/19/2023	V974234	Isaiah Saenz	\$ 81.00
06/19/2023	260513	NEVADA COUNTY PUBLIC HEALTH	\$ 1,650.00
06/19/2023	260585	RIEBES AUTO PARTS	\$ 1,023.67
06/19/2023	V974192	RIVERVIEW INTERNATIONAL TRUCKS	\$ 16.13
06/19/2023	260592	Sean Gruber	\$ 53.00
06/19/2023	260589	THE UPS STORE #5417/TAJI INC.	\$ 182.00
06/19/2023	260573	GOLDEN STATE EMERGENCY VEHICLE	\$ 395.44
06/26/2023	260815	B&C ACE HOME & GARDEN CENTER	\$ 111.86
06/26/2023	V974349	BUCKMASTER OFFICE SOLUTIONS	\$ 4,193.13
06/26/2023	260819	HBE RENTALS	\$ 20.42
06/26/2023	V974355	HILLS FLAT LUMBER COMPANY	\$ 56.50
06/26/2023	V974356	MISSION LINEN SUPPLY, INC.	\$ 126.48
06/26/2023	260821	NETWORK DESIGN ASSOCIATES	\$ 405.00
06/26/2023	V974375	Regional Government Services	\$ 2,593.60
06/26/2023	V974374	Work Health Solutions	\$ 1,560.00
06/26/2023	260822	NETWORK DESIGN ASSOCIATES	\$ 183.00
06/29/2023	260879	PURCHASE POWER	\$ 83.15
06/29/2023	260880	NID	\$ 104.95
06/29/2023	260882	CalPERS (Retirement)	\$ 28.80
06/29/2023	260881	NID	\$ 87.15
06/29/2023	260887	AT&T CALNET 3	\$ 27.19

Nevada County Consolidated Fire District Check History Report

June 2023

Date	Num	Name	Paid Amount
06/29/2023	260883	CalPERS (Retirement)	\$ 14.40
06/29/2023	260884	CalPERS (Retirement)	\$ 528.00
06/29/2023	260885	CalPERS (Retirement)	\$ 86.40
06/29/2023	260886	CalPERS (Retirement)	\$ 547.20
06/29/2023	260888	CalCARD (US BANK)	\$ 12,374.63
06/29/2023	V974410	AIR EXCHANGE	\$ 1,801.95
06/29/2023	V974493	ArchiveSocial	\$ 7,188.00
06/29/2023	260899	B&C ACE HOME & GARDEN CENTER	\$ 21.68
06/29/2023	V974403	BENTON, BROCK	\$ 100.00
06/29/2023	V974454	BEST BEST & KRIEGER	\$ 3,216.20
06/29/2023	V974430	BURTON'S FIRE APPARATUS	\$ 394.04
06/29/2023	V974467	CORDICO PSYCHOLOGICAL CORP	\$ 1,000.00
06/29/2023	260957	CRAIG JOHNSON PLUMBING	\$ 225.00
06/29/2023	260909	NETWORK DESIGN ASSOCIATES	\$ 1,620.00
06/29/2023	V974516	Regional Government Services	\$ 921.00
06/29/2023	V974420	RIVERVIEW INTERNATIONAL TRUCKS	\$ 85.76
06/29/2023	V974462	ROBINSON ENTERPRISES, INC.	\$ 1,432.88
06/29/2023	V974477	SOLO FIRE CONTROL	\$ 95.00
06/29/2023	V974395	TELLAM, ROBERT	\$ 250.00
06/29/2023	260958	CRAIG JOHNSON PLUMBING	\$ 225.00
06/29/2023	260910	NETWORK DESIGN ASSOCIATES	\$ 360.00
06/29/2023	260911	NETWORK DESIGN ASSOCIATES	\$ 350.00
06/30/2023	260889	HSA BANK, DIV. OF WEBSTER BANK	\$ -
06/30/2023	260890	CalPERS 457 Plan (Def. Comp)	\$ 1,211.85
06/30/2023	260946	WILDLAND FF FOUNDATION	\$ 154.00
06/30/2023	V974397	NCCFD - EFTPS (Fed & State Taxes)	\$ 25,460.65
06/30/2023	V974408	NEVADA COUNTY PROF FF ASSN	\$ 1,120.00
06/30/2023	V974416	NATIONWIDE RETIREMENT SOLUTION	\$ 5,824.69
06/30/2023	912519	CalPERS (Retirement)	\$ 37,854.40
06/30/2023	GJE713	Net Pay Pay Period Ending 6/24/23	\$ 112,054.06
Total Fund 722:			<u>\$ 721,028.36</u>

Fund 758-2

06/12/2023	V973927	BANNER COMMUNICATIONS	\$ 324.14
06/12/2023	260269	Top This Outfitters	\$ 1,573.25
06/19/2023	260497	CalCARD (US BANK)	\$ 594.70
06/29/2023	260888	CalCARD (US BANK)	\$ 334.15
Total Fund 758-2:			<u>\$ 2,826.24</u>

Nevada County Consolidated Fire District Credit Card History Report

June 2023

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	06/27/2023	06.27.23PRE	SIERRA-SACRAMENTO VALLEY EMS	\$ 86.00
	06/06/2023	COOMBE	AMAZON: St. 89 Supplies	\$ 245.63
	06/06/2023	COOMBE	Fireline Shields	\$ 172.50
	06/27/2023	COOMBE	WITMER ASSOCIATES, INC. dba	\$ 219.38
	06/06/2023	DAVISON	AMAZON: Wellness Budget	\$ 361.04
	06/06/2023	DAVISON	Raley's Supermarket	\$ 77.78
	06/06/2023	DAVISON	SPD MARKET	\$ 67.89
	06/01/2023	FIN MGR	STREAMLINE	\$ 200.00
	06/01/2023	FIN MGR	Shred It	\$ 93.75
	06/05/2023	FIN MGR	AT&T Long Distance	\$ 40.19
	06/09/2023	FIN MGR	Cloudflare	\$ 5.00
	06/11/2023	FIN MGR	COMCAST	\$ 406.78
	06/13/2023	FIN MGR	PACIFIC GAS & ELECTRIC CO.	\$ 5,241.47
	06/13/2023	FIN MGR	AT&T (Carol Stream)	\$ 43.84
	06/17/2023	FIN MGR	COMCAST	\$ 136.33
	06/20/2023	FIN MGR	MICROSOFT OFFICE	\$ 1,262.00
	06/23/2023	FIN MGR	SMARTER BROADBAND	\$ 40.00
	06/24/2023	FIN MGR	OPTIMUM (SUDDENLINK)	\$ 26.32
	06/24/2023	FIN MGR	OPTIMUM (SUDDENLINK)	\$ 159.45
	06/26/2023	FIN MGR	COMCAST	\$ 146.86
	06/26/2023	FIN MGR	VERIZON WIRELESS	\$ 3,485.15
	06/06/2023	GREENE	CORNWELL ANDERSON TOOL	\$ 26.76
	06/06/2023	GREENE	SNAP-ON INDUSTRIAL	\$ 23.23
	06/06/2023	GREENE	DISH NETWORK	\$ 98.81
	06/06/2023	GREENE	DAVID CLARK COMPANY INC.	\$ 45.00
	06/06/2023	GREENE	MAC TOOLS	\$ 65.10
	06/06/2023	GREENE	CORNWELL ANDERSON TOOL	\$ 235.92
	06/06/2023	GREENE	KIMBALL MIDWEST	\$ 300.62
	06/06/2023	JACKSON	AMAZON: Vehicle Mtc.- Decals	\$ 24.67
	06/06/2023	JACKSON	AMAZON: Vehicle Mtc.- Decals	\$ 61.28
	06/06/2023	JACKSON	AMAZON: Vehicle Mtc.- Decals	\$ 64.44
	06/06/2023	JACKSON	AMAZON: Vehicle Mtc.- Decals	\$ 32.67
	06/06/2023	JACKSON	AMAZON: Vehicle Mtc.- Decals	\$ 43.28
	06/06/2023	JOHNSEN	Bare Bones Workwear	\$ 657.51
	06/06/2023	LONG	Renaissance Long Beach Hotel	\$ 508.48
	06/06/2023	LONG	Southwest Airlines	\$ 113.98
	06/06/2023	LONG	Southwest Airlines	\$ 118.98
	06/06/2023	LONG	Maya's Mexican Food	\$ 105.15
	06/06/2023	LONG	IDville	\$ 84.98
	06/06/2023	LONG	Calendly	\$ 96.00
	06/06/2023	LONG	AMAZON: Admin Supplies	\$ 21.06
	06/06/2023	LONG	AMAZON: Admin Supplies	\$ 59.11
	06/06/2023	LONG	AMAZON: Admin Supplies	\$ 44.92

Nevada County Consolidated Fire District Credit Card History Report

June 2023

Date	Num	Name	Paid Amount
06/06/2023	LONG	AMAZON: St.84 Supplies	\$ 221.33
06/27/2023	LONG	Ram Mounts	\$ 185.05
06/27/2023	LONG	STAPLES	\$ 91.11
06/27/2023	LONG	AMAZON: Computer/Software- Admin	\$ 332.48
06/27/2023	LONG	Calendly	\$ 96.00
06/27/2023	LONG	AMAZON: Vehicle Mtc.- Accessories	\$ 57.62
06/06/2023	MARGHERITA	THE UPS STORE #5417/TAJI INC.	\$ 150.59
06/06/2023	MARGHERITA	ASE	\$ 140.00
06/06/2023	MARGHERITA	Bare Bones Workwear	\$ 233.28
06/06/2023	MASON	Bluebeam	\$ 109.00
06/06/2023	MASON	Fire Investigator Supply	\$ 127.16
06/06/2023	MASON	AMAZON: Prevention Investigation Supplies	\$ 61.26
06/06/2023	MASON	AMAZON: Prevention Investigation Supplies	\$ 282.97
06/06/2023	MASON	Tactical Gear.com	\$ 377.66
06/06/2023	MASON	Tactical Gear.com	\$ 165.54
06/06/2023	MASON	AMAZON: Prevention Investigation Supplies	\$ 100.33
06/06/2023	MASON	Tactical Gear.com	\$ 72.38
06/06/2023	MCELHANNON	Santa Clara County EMS Agency	\$ 112.00
06/06/2023	MCELHANNON	STAPLES	\$ 72.68
06/06/2023	MCELHANNON	SIERRA-SACRAMENTO VALLEY EMS	\$ 86.00
06/06/2023	MCELHANNON	STAPLES	\$ 141.04
06/27/2023	MCELHANNON	ResQTech/Paul Cole	\$ 750.00
06/27/2023	MENET	KNIGHT'S PAINT, INC.	\$ 48.41
06/27/2023	MENET	Walmart	\$ 37.82
06/27/2023	MENET	Costco	\$ 67.63
06/27/2023	MENET	Target	\$ 41.95
06/06/2023	NUNNINK	Yuba Community College District	\$ 150.00
06/06/2023	NUNNINK	AMAZON: St.84 Supplies	\$ 27.40
06/06/2023	NUNNINK	AMAZON: St.84 Supplies	\$ 92.60
06/27/2023	NUNNINK	Washington Hotel- Restaurant	\$ 73.85
06/27/2023	ROBITAILLE	Chevron	\$ 70.95
06/27/2023	SERNA	SIERRA-SACRAMENTO VALLEY EMS	\$ 86.00
06/27/2023	SERNA	SIERRA-SACRAMENTO VALLEY EMS	\$ 86.00
06/27/2023	SERNA	Doordash	\$ 33.98
06/27/2023	SERNA	STAPLES	\$ 57.03
06/27/2023	SULLIVAN	AFI/Badgesource	\$ 1,542.00
06/06/2023	SUNDE	El Dorado Hills Fire Dept.	\$ 200.00
06/06/2023	SUNDE	Fire Nuggets	\$ 1,500.00
06/06/2023	SUNDE	Northridge of Nevada City	\$ 63.19
06/27/2023	SUNDE	Bare Bones Workwear	\$ 271.30
06/06/2023	TELLAM	REED'S LOCKSMITHING	\$ 15.19
06/06/2023	TELLAM	El Dorado Hills Fire Dept. (paid via PayPal)	\$ 395.00
06/06/2023	TELLAM	El Dorado Hills Fire Dept. (paid via PayPal)	\$ 395.00
06/06/2023	TELLAM	El Dorado Hills Fire Dept. (paid via PayPal)	\$ 395.00
06/06/2023	TELLAM	El Dorado Hills Fire Dept. (paid via PayPal)	\$ 300.00

Nevada County Consolidated Fire District Credit Card History Report

June 2023

Date	Num	Name	Paid Amount
06/27/2023	TELLAM	CCAI	\$ 100.00
06/27/2023	TELLAM	IAAI	\$ 103.00
06/27/2023	TELLAM	Country Inn & Suites	\$ 469.02
06/06/2023	TREVETHICK	AMAZON: St.86 Facility Mtc.	\$ 13.96
06/27/2023	TREVETHICK	AMAZON: St.88 Supplies	\$ 40.82
06/27/2023	TREVETHICK	AMAZON: St.88 Supplies (Refund)	\$ (40.82)
06/06/2023	WEATHERS	TRACTOR SUPPLY CO	\$ 325.49
06/06/2023	WEATHERS	SPD MARKET	\$ 48.65
06/06/2023	WEATHERS	AMAZON: St.86 Supplies	\$ 17.08
06/06/2023	WILSON	AMAZON: St.89 Fitness, Medical Supplies	\$ 148.65
			\$ 26,490.94
TOTAL Fund 722:			\$ 26,490.94
Fund 758-2			
06/06/2023	MASON	TacticalGear.com	\$ 358.78
06/27/2023	MASON	TRACTOR SUPPLY CO	\$ 334.15
			\$ 692.93
TOTAL Fund 758-2:			\$ 692.93



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
 (Governing Body) (Name of Applicant)

THAT _____, OR
 (Title of Authorized Agent)

_____, OR
 (Title of Authorized Agent)

 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20 ____

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
 (Name) (Title)

_____, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the _____
 (Governing Body)

of the _____ on the _____ day of _____, 20 ____.
 (Name of Applicant)

 (Signature)

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

Nevada County Consolidated Fire District

Resolution 23-18

AUTHORIZED BENEFIT RESOLUTION FOR MISCELLANEOUS NON-REPRESENTED EMPLOYEES

WHEREAS, the Nevada County Consolidated Fire District Board of Directors has the authority under Section 13861 of the Health and Safety Code to establish compensation for safety management, safety non-management, and miscellaneous non-represented employees; and

WHEREAS, this resolution replaces Resolution 19-28, adopted September 19, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Nevada County Consolidated Fire District Board of Directors, that the salaries and benefits for miscellaneous non-represented employees are hereby established as follows:

1. COMPENSATION

The Nevada County Consolidated Fire District Board of Directors shall establish wage ranges or flat step wages for miscellaneous non-represented classifications. The wage ranges for miscellaneous non-represented employees in classifications that are not represented by a recognized employee organization are in the District wage schedule adopted and amended from time to time by Board action when necessary.

1.1 LONGEVITY PREMIUM

- .50% increase at the completion of 5 years
- 1.00% increase at the completion of 10 years
- 1.00% increase at the completion of 15 years
- 1.00% increase at the completion of 20 years
- 1.00% increase at the completion of 25 years

There is a maximum longevity premium cap of 4.50%. Years of service for the computation of credited time will include years of service in full time appointment with the following fire service agencies:

- Watt Park
- Alta Oaks
- 49er
- Gold Flat
- Bullion
- NCCFD

1.2 EDUCATION INCENTIVE

NCCFD will budget \$300.00 each fiscal year per employee for education incentives. The Fire Chief will have review authority to see that a course of study is of value to NCCFD. The money will be paid after proof of successful completion of approved classes has been furnished. This is reimbursement for tuition and books only. Unused balances in a fiscal year cannot be carried forward to the following year.

All EMPLOYEES covered by this resolution shall be granted a 1.25% increase above the base pay for an AA/AS degree from a nationally or regionally accredited institution -OR- All EMPLOYEES covered by this resolution shall be granted a 2.75% increase above the base pay for a BA/BS degree from a nationally or regionally accredited institution -OR- All EMPLOYEES covered by this resolution shall be granted a 4.25% increase above the base pay for a Master's degree from a nationally or regionally accredited institution. The pay increase will be granted by NCCFD upon receipt of a diploma or official transcripts.

2. Wage increases: Increases indicated in this Agreement will become effective as follows: pay increases effective date during the first week of the payroll period will be effective for entire pay period, otherwise the increase will be effective the start of the following pay period. This would include, but not limited to the adopted administration wage schedule, increases, longevity, promotions & education incentives.

3. LEAVES OF ABSENCE

3.1 Vacation Leave Accrual

Employees shall be entitled to earn vacation according to the following schedule:

Full-Time Miscellaneous Employees:

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS PER YEAR	CAP
0-5	3.38	88	120
6-10	4.92	128	160
11+	6.462	168	200

Part-time miscellaneous employees will accrue at pro-rated amounts depending on work schedule.

2.1.2 Vacation Buy Back

Employees have the option of requesting pay in lieu of time off for a maximum of 150 hours per fiscal year. Advance notice must be given to the payroll department and the requested amounts, if earned, will be paid by separate check on the next available pay date.

3.2 Compensatory Time Off/Executive Time Off

3.2.1 Management Miscellaneous Employees:

In lieu of overtime compensation, management miscellaneous employees are entitled to Executive Time Off in addition to vacation time.

Executive Time Off shall be accrued as follows:

Management Miscellaneous Employees shall receive eighty (80) hours per fiscal year, non-cumulative Executive Leave in recognition of after-hours district commitments.

3.2.1.1 Executive Time Off Leave Buy Back

Management Miscellaneous Employees may choose to be reimbursed by NCCFD for up to thirty-two (32) hours of Executive Time Off per fiscal year.

3.2.2 Compensatory Time Off

In lieu of overtime pay Full-Time Employees, may be credited with compensatory time off (CTO) at the rate of one and one-half hours of CTO for each hour worked in excess of the maximum established work period; the maximum accrual balance will be 24 hours for each Employee. Compensatory time is in addition to maximum accrual of other types of personal leave. Except in the event of separation from employment, compensatory time must be taken and will not be cashed out.

3.3 Holiday Leave

Designated Holidays are as follows:

New Years' Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Floating Holiday

3.4 Sick Leave

Full-time miscellaneous employees will accrue 120 hours of sick leave per year. Sick leave will be accrued at a rate of 4.616 hours per pay period.

Part-time miscellaneous employees will accrue at pro-rated amounts depending on work schedule.

4. PENSION BENEFITS

NCCFD shall continue as a member of the Public Employee's Retirement System (PERS) and includes the following benefits.

Participation in the retirement plan shall be consistent with the requirements of the California Public Employees' Pension Reform Act of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter as "PEPRA". To the extent PEPRA conflicts with any provision of this Resolution, PEPRA will govern.

a. **New Members** – For the purposes of this section "New Member" is defined by PEPRA to be any of the following (statutory reference is to the California Government Code 7522.02):

- (1) Any individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system, but who was not subject to reciprocity under subdivision (c) of Section 7522.02 of the California Government Code.
- (3) Any individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. For purposes of this subdivision, a change in employment between state entities or from one school employer to another shall not be considered as service with a new employer.

Non-represented miscellaneous employees who are "New Members", as defined above are eligible to participate in the District retirement program as contracted through the California Public Employees' Retirement System ("CalPERS"). The retirement benefit is based on the highest average annual compensation over a three-year period and the 2% at 62 formula.

- b. **Classic Members** – For the purposes of this section “Classic Member” is defined as a member who does not meet the definition of a “New Member” as defined by PEPPRA. Non-represented miscellaneous employees who are “Classic Members”, as defined above, are eligible to participate in the District retirement program as contracted through the California Public Employees’ Retirement System (“CalPERS”). The retirement benefit is based on the highest single year of salary and the 3% at 60 formula.

4.1 Retirement Contribution

Miscellaneous Classifications

“Classic Members”: Employee will pay the employee share of CalPERS contributions.

“New Members”: Employee will pay the employee share of CalPERS contributions.

4.2 Retirement Credit for Sick Leave

The CalPERS contract allows unused accumulated sick leave to be converted to service time per the applicable provisions of the California Government Code Section 20965.

An employee may, upon retirement from the District under CalPERS, use any sick leave accumulation as service time, in accordance with the CalPERS formula.

4.3 Fourth Level of 1959 Survivor Benefit

The CalPERS contract allows a 1959 Survivor Benefit allowance to employees who aren’t covered by Social Security. There are six different benefit levels available, the District’s contract is for Fourth Level 1959 Survivor Benefits per California Government Code Section 21573.

5. INSURANCE

5.1 Health, Dental, and Vision

ALL Miscellaneous Employees are entitled to participate in a District-sponsored Health, Dental, and Vision Plan.

- (a) The employee pays a share of the premium for any amount over the agreed-upon combined cap set forth by the Board of Directors.
- (b) The DISTRICT agrees to pay 80% of any offered HSA accounts annual deductible. The 80% shall **be paid** incrementally on a quarterly basis by NCCFD with distribution into the Employee's HSA account at the beginning of each quarter of the calendar year. The District agrees to pay 80% of any of the offered HSA accounts annual deductible. The 80% shall be deposited into the employee’s HSA account at the beginning of each calendar year, and the employee will be responsible for the remaining 20% of their deductible (pre-tax). The deductible “co-share” will only apply to Board approved insurance plans. NCCFD agrees to pay the offered HSA accounts premiums and annual overall deductible (not the same as out of pocket), combined total not to exceed the amounts outlined in section 6(g) below. Monthly premiums in excess of amounts outlined in section 6(g) will be the responsibility of the EMPLOYEE. The annual overall deductible co-share amount will be determined by reducing the amounts outlined in section 6(g) by the monthly premium of the selected HSA plan multiplied by 12 months. The annual overall deductible co-share shall not exceed the amount outlined in the selected HSA plan, or allowable by law. Contributions made above the amounts specified herein will be the responsibility of the EMPLOYEE. Income tax and penalties associated with contributions over the federal pre-tax limit will be the responsibility of the EMPLOYEE. The annual overall deductible co-share will be paid as follows: a) first payroll in January (4 months), April (3 months), July (3 months) and October (2 months), or b) in January (12 months) upon request, or c) policy year to date balance upon request. Mid-term new hires and terminations will receive HSA co-share payments prorated based on health insurance coverage start or end dates. EMPLOYEES terminating employment prior to the end of the policy year will pay back a prorated co-share amount. Note: Benefits outlined in this section may change for life changing events that effect insurance coverages (e.g. marriage).

- (c) The combined cap on the contribution rate paid by NCCFD is \$1,693.58 per employee, per month. This cap will be pro-rated for Part-time miscellaneous employees dependant on work schedule.

5.2 Life Insurance

NCCFD shall provide life insurance for ALL miscellaneous employees in the minimum amount of \$100,000.00. This is provided at no cost to the employee. Once an employee reaches the age of 65, the policy is reduced by the insurance company according to their age reduction rules and actuarial justifications to 65% of NCCFDS's life insurance policy and at age 70 it reduces to 50% of NCCFD's life insurance policy.

5.3 Employee Assistance Program

Employee and eligible family members are entitled to the District's Employee Assistance Program.

6. CSFA Membership

As an additional benefit, the District agrees to pay the annual membership fee to CSFA for each regular employee.

PASSED AND ADOPTED by the Board of Directors as Resolution of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 20th day of July, 2023 by the following roll call:

- Ayes:
- Noes:
- Absent:
- Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Tricia Bush, Secretary of the Board

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF NEVADA, ROUGH & READY FIRE PROTECTION DISTRICT, PENN VALLEY FIRE
PROTECTION DISTRICT, AND NEVADA COUNTY CONSOLIDATED FIRE DISTRICT**

This Memorandum of Understanding (“Memorandum”), dated as of **August 8, 2023**, is by and between the County of Nevada, hereinafter referred to as the “County”, and Rough & Ready Fire Protection District (“RRFPD”), Penn Valley Fire Protection District (“PVFPD”), and Nevada County Consolidated Fire District (“NCCFD”), hereinafter referred to as the “Districts”.

RECITALS

WHEREAS, in Nevada County, California, under the Fire Protection District Law of 1987, the Districts provide the inhabitants within District boundaries with various services, including, but not limited to, fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property (“Services”); and

WHEREAS, on March 20, 2023, RRFPD filed a Resolution of Application for dissolution with the Local Agency Formation Committee of Nevada County (LAFCo) and notified the public that the Rough & Ready Station #59 would close by June 30, 2023, and all parties recognize that it is imperative that the Rough & Ready community has adequate fire protection services; and

WHEREAS, on April 11, 2023, PVFPD filed a Resolution of Application for Annexation of the RRFPD territory, once RRFPD was dissolved; and

WHEREAS, LAFCo has undertaken a countywide Municipal Services Review, which should be complete by the end of 2023; and

WHEREAS, at the June 22, 2023, LAFCo meeting, the Districts announced that they would explore reorganizing into one district to increase the effectiveness and efficiency of fire protection and other services delivery, by seeking, pursuant to the provisions of Government Code section 56000 et seq., a consolidation (“Reorganization”); and

WHEREAS, in recognition that independent fire protection districts in Nevada County are essential in ensuring public peace, health and safety, the County supports the Districts’ efforts to reorganize into one new district; and

WHEREAS, California Government Code section 26227 provides that the County Board of Supervisors may appropriate and expend money to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, the Districts have requested funding from the County for temporary support of fire protection services at Rough & Ready Fire Station #59; which all parties acknowledge is in an important location to respond to the Rough & Ready community, to Penn Valley and other surrounding districts; and

WHEREAS, the County Board of Supervisors, by this Memorandum, supports the Districts' efforts to reorganize, which may take at least a year, and will also identify temporary gap funds to be used as match funding for Fiscal Years 2023-24 and 2024-25 to operate Rough & Ready Fire Station #59 in the interim, with all parties signing on by August 8, 2023.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The County will support the Districts' Reorganization efforts by providing gap funding towards operation of Rough & Ready Fire Station #59 while the effort is underway:
 - a. The Districts will submit a funding request to the County no later than July 21, 2023, that includes a plan and budget for the operation of Rough & Ready Fire Station #59 (see Attachment A, operation budget request for Rough & Ready Fire Station #59).
 - b. The County will provide temporary gap funding to support the operations of Rough & Ready Fire Station #59 to serve the residents of the RRFPD and other surrounding districts (e.g. PVFPD and NCCFD), in the amount of \$500,000 per year for two years (Fiscal Years 23-24 and 24-25), not to exceed a combined total of \$1,000,000 to support the long-term goal of the Districts' Reorganization.
 - c. The County funds will serve as a match to RRFPD's annual revenue, estimated at \$490,000 per fiscal year in tax revenues and special assessment fees, which shall be used for the sole purpose of operating Rough & Ready Fire Station #59.
 - d. The County's contribution may be provided from any available source including grant funds (including the SAFER grant that PVFPD applied for), at the County's discretion.
2. The Districts will provide fire protection and other services within RRFPD boundaries:
 - a. The Districts will memorialize agreements to provide fire protection and other services to the area formerly covered by the RRFPD, which services commenced starting July 1, 2023.
 - b. The Districts agree to utilize County funds for the sole purpose of operating Rough & Ready Fire Station #59.
 - c. The Districts will provide the County with a copy of their budgets and revenue and expenditure detail for Fiscal Years 2023-24 and 2024-25, which shall include a clear accounting of where the funding is appropriated in their budgets and its intended use. Accounting records of the Districts shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining

whether the funds were utilized only for the purpose of fire protection services within RRFPD's boundaries.

- d. The Districts will develop and adopt a budget for the ongoing operation of Rough & Ready Fire Station #59 that does not assume County contributions in Fiscal Year 25-26 or beyond.
3. The Districts will initiate a Reorganization process with LAFCo. The Reorganization process will include the following actions:
 - a. The Districts will enter into an agreement regarding coordination of efforts for preparation of substantially similar resolutions of applications for the Reorganization pursuant to Government Code section 56853, for consideration for approval by each of their Boards of Directors, and if the Resolutions of Application are approved, for preparation, completion, and submission of an application and related documents to LAFCo for the Reorganization no later than February 1, 2024.

The agreement will define the level of service the newly reorganized district ("Reorganized District") will provide, and will address governance, administration, and operations for the Reorganized district.
 - b. The Districts agree to cause to be prepared a comprehensive financial analysis to support the Districts' Reorganization proposal.
 4. The County will make monthly payments to PVFPD based on the Districts meeting continued expectations and requirements towards the Districts' Reorganization, the Districts' operation of Rough & Ready Station #59 and tied to the "milestones" listed below.
 - a. Milestone 1: The Districts will provide fire protection and other services to the area formerly covered by the Rough & Ready Fire Protection District starting July 1, 2023.
 - b. Milestone 2: RRFPD, PVFPD, and NCCFD districts will bring the agreement regarding Reorganization for approval by each of their Boards of Directors by December 1, 2023.
 - c. Milestone 3: The Districts will apply to LAFCo for reorganization by submitting Resolutions of Application materials to LAFCo by February 1, 2024.
 - d. Milestone 4: The Districts will complete reorganization of the new district by July 1, 2024, if approved by LAFCo.
 - e. Milestone 5: The Districts will provide enhanced services to the newly formed district by December 31, 2024.

5. The Reorganized District may work with other interested fire districts on future reorganizations.
6. The Districts are a separate legal entity from the County with respect to all matters set forth in this Memorandum. This Memorandum is not intended, and shall not be construed, to create the relationship of agent, servant, employee, joint venture, joint powers, or association between County and Districts.
7. The Districts agree to cooperate and supply any documentation reasonably necessary for the convenience and information of the County.
8. The Districts shall comply with all applicable federal, state and local laws affecting the services covered by this Memorandum.
9. This Memorandum may only be revisited and modified by written agreement of all the parties.
10. This Memorandum shall commence on the date executed by the County and the Districts.
11. This Memorandum contains all the terms and conditions agreed upon by the parties.
12. This Memorandum may be executed in counterparts. The execution of a signature page of this Memorandum shall constitute the execution of the Memorandum, which shall be binding on each party upon that party's signing of such a counterpart.
13. This Memorandum will expire June 30, 2025.
14. NOTICES: All notices, requests, demands, or other communications under this Memorandum shall be in writing as follows:

To COUNTY: County of Nevada
Executive Office
950 Maidu Avenue
Nevada City, CA 95959
ATTN: Alison Lehman, CEO

To RRFPD: Rough and Ready Fire Protection District
14506 Rough and Ready Hwy
Mailing address: PO Box 10
Rough and Ready, CA 95975
ATTN: Chief Don Wagner

To PVFPD: Penn Valley Fire Protection District
10513 Spenceville Rd.
Penn Valley, CA 95946

ATTN: Chief Don Wagner

To NCCPD:

Nevada County Consolidated Fire District
640 Coyote Street
Nevada City, CA 95959
ATTN: Chief Jason Robitaille

IN WITNESS WHEREOF, County and District, by their duly authorized representatives, have executed this Memorandum on the day and year first written above.

COUNTY OF NEVADA

Edward C. Scofield
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Katharine L. Elliott, County Counsel

ROUGH AND READY FIRE PROTECTION DISTRICT

Date: _____

PENN VALLEY FIRE PROTECTION DISTRICT

Date: _____

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

Date: _____



Penn Valley Fire Protection District
10513 Spenceville Road
Penn Valley, CA 95946
(530) 432- 2630
www.pennvalleyfire.com



Nevada County Consolidated Fire
640 Coyote Street
Nevada City, CA 95959
(530) 265-4431
www.nccfire.com

Nevada County Board of Supervisors
Attention Chairman Scofield
950 Maidu Avenue
Nevada City, CA 95959

From: NCCFD Board of Directors & PVFPD Board of Directors
Subject: Temporary Gap Funding to Operate Fire Station #59 During Reorganization Efforts
Date: July 5, 2023

Chairman Scofield,

Nevada County Consolidated Fire District (NCCFD) and Penn Valley Fire Protection District (PVFPD) officially request funding to maintain operational effectiveness for Rough and Ready Fire Station 59. Rough & Ready Fire Protection District (RRFPD) has experienced a significant decline in revenues required to maintain minimum staffing of two firefighters on duty each day over the last several years. Despite all efforts, the Rough & Ready Fire Board of Directors' only option was to lay off all remaining employees and file for dissolution with the Nevada County LAFCo.

To avert a catastrophic gap in coverage, PVFPD and NCCFD have partnered to develop a short-term plan that would maintain critical staffing levels needed for the RRFPD community. When presented to the Nevada County LAFCo during their June 2023 commission meeting the plan received clear support. Cooperatively our two fire districts, along with county staff, have determined a distinct path forward. This plan makes certain that Station 59 is staffed with two firefighters twenty-four hours a day for response.

We request that the County of Nevada provide the necessary gap funding of \$500,000 per year for the next two years. This will allow PVFPD and NCCFD to conduct the necessary phases to reorganize the three organizations into one. We anticipate the merger of our organizations will eliminate costly redundancies while enhancing the overall efficiencies within our local government. The purpose of this gap funding will ensure that the services for the citizens of PVFPD and NCCFD will not be diluted by the fiscal demands of co-staffing the RRFPD fire station. We appreciate your continued support as we navigate through this process.

Thank you for your consideration,

Kindly,

Bruce Stephenson
Board President, PVFPD

Keith Grueneberg
Board President, NCCFPD

Cc: Allison Lehman
Nevada County CEO



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959
 (530) 265-4431 FAX (530) 265-4438
nccfire@nccfire.com • www.nccfire.com

RESOLUTION NO. 23-19

AMENDED AUTHORIZED PERSONNEL RESOLUTION

WHEREAS, the Nevada County Consolidated Fire District Board of Directors is authorized by Health and Safety Code Section 13861 (d) to appoint necessary employees, define their qualifications and duties, and to provide a pay schedule for the performance of their duties, and;

WHEREAS, the Board adopted Resolution R23-12 on June 15, 2023; staff presented the authorized personnel for the 2023/2024 fiscal year;

WHEREAS, a staffing agreement was entered into on July 1, 2023 between Penn Valley Fire Protection District, Rough and Ready Fire Protection District, and Nevada County Consolidated Fire District, to Staff Rough & Ready fire station 59;

WHEREAS, the Board of Directors must increase the number of employees needed to protect the lives and property of its residents and to perform other staff functions, and;

WHEREAS, the Board must budget accordingly for the positions authorized by this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District, the following number of personnel are hereby authorized for Fiscal Year 2023-2024:

<u>Description</u>	<u>Total Number</u>	<u>Description</u>	<u>Total Number</u>
Fire Chief	1	Fleet and Facilities Supervisor	1
Deputy Fire Chief	0	Fire Mechanic II	0
Division Chief Operations	1	Fire Mechanic I	1
Division Chief Fire Marshal	1	Service Technician	0
Battalion Chief	3	Administrative Services Manager	1
Fire Captain	9	Finance Manager	0
Lieutenant	6	Finance Administrative Asst.	1
Firefighter/Operator	15	Administrative Services Assistant	.5
Fire Prevention Officer II	1	Board Secretary	.5
Seasonal Firefighters	6	Reserves	15

ON A MOTION by Director Nelson, seconded by _____, the foregoing resolution was passed and adopted this 20th day of July 2023, by the following vote to wit:

- Ayes:
- Noes:
- Absent:
- Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Tricia Bush, Secretary of the Board

William D. Ross
David Schwarz
Kypros G. Hostetter

Law Offices of
William D. Ross
400 Lambert Avenue
Palo Alto, California 94306
Telephone: (650) 843-8080
Facsimile: (650) 843-8093

Los Angeles Office:

11420 Santa Monica Blvd
#25532
Los Angeles, CA 90025

File No. 19/--

June 30, 2023

VIA E-MAIL

keithgrueneberg@nccfire.com

The Honorable Keith Grueneberg, President
Nevada County Consolidated Fire District Board of Directors
640 Coyote Street
Nevada City, CA 95959

Re: Proposal for Legal Services; Nevada County Consolidated Fire District

Dear President Grueneberg:

This communication presents a proposal for legal services by the Law Offices of William D. Ross ("Firm") to the Nevada County Consolidated Fire District ("District") for general legal advice and representation to the District on issues associated with the proposed charge of organization of the Rough and Ready Fire Protection District and potential further reorganization under the Cortese Knox Hertzberg Local Government Reorganization Act of 2000 (the "Matter").

1. Scope of Services

The District and Firm acknowledge and understand that this agreement does not involve or extend to representation or advice by the Firm on any matter other than that specifically described above.

2. Fees

The Firm provides discounted hourly rates for its governmental clients.

Based on these rates, the Firm's legal services would be billed on an hourly manner as follows: \$325.00/hr for partners, \$250.00/hr for associate attorneys, \$125.00/hr for paralegals, and \$80.00/hr for legal secretaries.

These hourly rates are subject to an annual 3% rate increase beginning July 1, 2024. Hourly rate increases in excess of 3% are subject to review and change by the Firm on a periodic basis by

written amendment to this Agreement by Firm and the District.

All time spent in connection with the Matter by legal personnel of the Firm will be billed, including without limitation, time spent in office conferences between or among the legal personnel assigned the Matter and time in personal telephonic conference with your representatives. Legal personnel will be assigned to the Matter solely in the Firm's judgment. The Firm does not charge for travel time.

The Firm's statements are in a detailed diary format in minimum increments of one-quarter of an hour and are payable within thirty (30) days of receipt. Any amounts outstanding more than thirty (30) days will incur interest at 1% per month.

2. Costs and Expenses

Any cost incurred in connection with the representation and advice to District, such as messenger services, filing fees and other out-of-pocket expenses, will be separately billed and reflected on the monthly statement. District will be expected to directly pay the amount of any charges over \$200.00 for services performed by third parties.

Firm's costs include, but are not limited to, the following and are computed in the following manner:

Mileage	\$.655 per mile (or current IRS Rules)
Document Preparation	\$ 60.00 per hour
Access Charges for Legal Databases	Cost varies on amount of monthly use

3. Termination of Services

The District will have the right at any time to terminate the Firm's services upon written notice to the Firm, and the Firm will immediately, after receiving such notice, cease to render additional services. Such termination will not, however, relieve the District of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

If the District fails to meet any of its obligations under this Agreement, including but not limited to, fully cooperating and assisting the Firm in its representation advice with respect to the Matter, the Firm will have the right to terminate this Agreement, and the District will take all steps necessary to free the Firm of any obligation to perform further, including without limitation, the execution of any documents necessary to complete the Firm's discharge or withdrawal. The rights of the Firm hereunder are in addition to those created by statute or recognized by Rules of Professional Conduct.

4. Maintenance of Malpractice Insurance

Consistent with California Business and Professions Code section 6148(a), Firm maintains legal malpractice insurance with Citizens Insurance Company of America/Westport Insurance Corporation with present policy limits of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate. Additionally, Firm maintains commercial general liability limits of \$2,000,000.00 per occurrence, automobile liability limits of \$1,000,000.00 per occurrence and workers compensation liability limits of \$1,000,000.00, with a separate endorsement for cyber coverage through Lloyds of London. These amounts may change annually. A Certificate of Liability of Insurance showing the Firm's insurance policies is available upon request.

5. Document Retention

The District agrees that it will be responsible for providing us with all documents pertinent to this matter. Even if the District has in effect document retention policies that may result in the scheduled destruction or discarding of documents that may be relevant to this matter, please do not destroy or discard any possibly relevant documents until the District speaks with us further.

6. Our Document Retention

It is our policy and practice to destroy our files five (5) years after the file is first closed unless the District requests a shorter or longer retention period in writing. Files are generally closed at the conclusion of a lawsuit or completion of a transaction or matter.

7. No Warranties

The Law Offices of William D. Ross has made no guarantees to the District concerning the outcome of the Matter, and nothing in this letter agreement will be construed as such a guarantee. The District acknowledges that we have not made any representations, promises, warranties or guarantees to them, express or implied, regarding the outcome of the Matter.

8. Binding Arbitration

Any dispute concerning our fees or charges shall, if the District so elects, be submitted to arbitration under rules of the California State Bar and shall be binding if: (i) it is mutually agreed to after any such dispute arises; or, (ii) such arbitration becomes binding under such rules. Any dispute concerning our fees or charges not so submitted to binding arbitration under the rules of the California State Bar, or that remains unresolved after non-binding arbitration under such rules, and any other dispute between the District and this Firm or any of our attorneys and agents, including but not limited to claims of malpractice, errors or omissions, or any other claim of any kind regardless of the facts or the legal theories, shall be finally settled by mandatory binding arbitration in Palo Alto, California, conducted in accordance with California Code of Civil Procedure §§ 1282 *et seq.*, including, but not limited to, section 1283.05, with each party to bear its own costs and attorneys' fees and disbursements. Such arbitration shall be conducted before a

June 30, 2023

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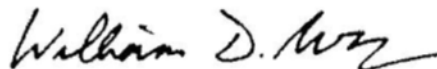
single arbitrator. Judgment on a binding arbitration award may be entered in any court of competent jurisdiction. *We mutually acknowledge that, by this Agreement to arbitrate, each of us irrevocably waives our rights to court or jury trial. The District have the right to consult separate legal counsel at any time as to any matter, including whether to enter into this Agreement for legal services and consent to the foregoing agreement to arbitrate.*

9. Acceptance of Services

If the terms and conditions of the legal services described herein are acceptable to you, please indicate acceptance by executing the copy of this proposal and returning the same to our office by e-mail.

We appreciate the opportunity to assist District in the Matter.

Very truly yours,



William D. Ross

WDR:cb

cc: Jason Robitaille, Fire Chief

Keith Grueneberg, on behalf of District, agrees to the terms and conditions for legal services of the Law Offices of William D. Ross, a Professional Corporation, described in this letter as authorized by District for execution.

Dated: July _____, 2023

By: _____
Keith Grueneberg, President
Nevada County Consolidated Fire District
Board of Directors



Nevada County Consolidated Fire District

Resolution 23-20

2023/2024 Updated Fiscal Year District Wage and Compensation Schedule

WHEREAS, the Nevada County Consolidated Fire District Board of Directors has the authority under Section 13861 of the Health and Safety Code to establish compensation for safety management, safety non-management, and miscellaneous non-represented employees; and

WHEREAS, the pay ranges and compensation schedule in attachment “A” for the identified job classifications are hereby established effective June 25, 2023.

PASSED AND ADOPTED by the Board of Directors as Resolution of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 20th day of July 2023 by the following roll call:

Ayes:
Noes:
Absent:
Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Tricia Bush, Secretary of the Board

Nevada County Consolidated Fire District
Wage and Compensation Schedule
Fiscal Year 2023/24
Effective June 25, 2023

		Step Increases					Staffing
		1	2	3	4	5	
Safety							
Hourly Rate (per MOU)							
Firefighter	shift	\$ 19.89	\$ 20.94	\$ 22.00	\$ 23.06	\$ 24.11	12
Lieutenant	shift	\$ 24.11	\$ 25.21	\$ 26.43	\$ 27.67	\$ 29.13	6
Captain	shift	\$ 29.13	\$ 30.47	\$ 31.87	\$ 33.29	\$ 34.68	9
Battalion Chief	shift	\$ 34.68	\$ 36.07	\$ 37.64	\$ 39.20	\$ 40.78	3
Fire Prevention Officer II	40 Hr	\$ 38.59	\$ 40.37	\$ 42.23	\$ 44.10	\$ 45.95	1
Fleet & Facilities Sup.	40 Hr	\$ 45.95	\$ 48.25	\$ 50.67	\$ 53.20	\$ 55.87	1
Salary							
Division Chief		\$ 137,616	\$ 144,498	\$ 151,722	\$ 159,319	\$ 167,273	2
Fire Chief		\$ 176,331	\$ 184,798	\$ 193,688	\$ 203,021	\$ 212,822	1
Non-Safety							
Hourly Rate							
Service Technician	40 Hr	\$ 21.37	\$ 22.27	\$ 23.23	\$ 24.22	\$ 25.27	0
Admin	40 Hr	\$ 24.28	\$ 25.61	\$ 27.02	\$ 28.51	\$ 30.10	1
Fire Inspector	40 Hr	\$ 24.69	\$ 25.98	\$ 27.27	\$ 28.56	\$ 29.86	1
Fire Mechanic I	40 Hr	\$ 26.35	\$ 27.75	\$ 29.15	\$ 30.55	\$ 31.95	1
Part-Time Admin	20 - 24 Hrs	\$ 27.81	\$ 29.20	\$ 30.37	\$ 31.58	\$ 32.85	1 or 2
Salary							
Admin. Svcs Manager /Finance Manager		\$ 84,552	\$ 86,838	\$ 92,514	\$ 95,035	\$ 99,891	1

Wages do not include education incentive, longevity incentive, 40-hour conversion or shift differential.
Fire Prevention Officer II, reflects 40-hour conversion.



Nevada County Consolidated Fire District

Resolution 23-21

Enter into an agreement with Golden State Fire Apparatus for One (1) Pierce Manufacturing, Inc. 4X4 Enforcer 1500 GPM Pumper

WHEREAS, the Nevada County Consolidated Fire District (NCCFD) has a capital replacement plan and Staff has identified the need for an apparatus replacement in the future;

WHEREAS, Staff has identified that the times to build an engine have increased to a four to five-year build time and need to enter into an agreement to get on the build list;

WHEREAS, Attachment A is proposal number 60622-23B from Golden State Fire Apparatus for one Pierce Manufacturing, Inc. 4X4 Enforcer 1500 GPM Pumper with a purchase price of \$1,096,832.20;

WHEREAS, Staff will identify funds every fiscal year to place into an account as a down payment for the engine when payment is due, and;

WHEREAS, Staff will seek financing with the best available APR for the balance remaining on the apparatus.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District authorizes the Fire Chief or designee to proceed with the proposal and enter into agreement with Golden State Fire Apparatus proposal number 60622-23B in the amount of \$1,096,832.20 and sign the agreement.

PASSED AND ADOPTED by the Board of Directors of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 20th day of July 2023 by the following roll call:

Ayes:

Noes:

Absent:

Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Tricia Bush, Secretary of the Board



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

One (1) Pierce Manufacturing, Inc.
4X4 Enforcer 1500 GPM Pumper



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- 1** Product Proposal
- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
 - Supporting Documents (If Applicable)
 - Electrical Analysis
 - Turning Radius Report
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)

1 PRODUCT PROPOSAL

PRODUCT PROPOSAL FOR:

Nevada County Consolidated Fire District

14811 McCourtney Road
Grass Valley, CA 95949

Sales Consultant

Mark Paulsen
mark@goldenstatefire.com
Mobile: (209) 996-8830

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
06/22/2023	07/31/2023	60622-23B	920	Pierce Manufacturing, Inc.	HGAC contract FS12-19, Product Code FS19VC07

Golden State Fire Apparatus, Inc. (“GSFA”) is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the “Product”) to NEVADA COUNTY CONSOLIDATED FIRE DISTRICT (“Customer”) for consideration. This proposal (this “Product Proposal”) includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the “Terms and Conditions”); the Product Specifications attached as Exhibit B (the “Specifications”); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the “Dealer Supplied Products/Services List”) (all of the foregoing, collectively, the “Agreement”). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the “Executed Date”).

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. 4X4 Enforcer 1500 GPM Pumper	1,009,914.37
B	8.375% State Sales Tax	84,580.33
C	California Tire Fee	10.50
D	100% Performance Bond	2,327.00
E	GRAND TOTAL PURCHASE PRICE	1,096,832.20

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the “Grand Total Purchase Price”) (as such amount may be adjusted by Change Order in accordance with the Terms and Conditions) to GSFA at the time of GSFA’s delivery of the applicable Product to Customer’s address listed above (or Customer’s pick up of such Product at GSFA’s facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above (“Manufacturer”) and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA’s further performance under the Agreement is contingent upon Manufacturer’s acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **47.5 to 50.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

[Signature Page Follows]

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 06/22/2023, GSFA Proposal Number 60622-23B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

AUTHORIZED CUSTOMER REPRESENTATIVE:

Signature

Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

Signature

Print Name

Title

Date

2 STANDARD TERMS AND CONDITIONS

Exhibit "A"

STANDARD TERMS AND CONDITIONS

1. Definitions.

- a. **“Agreement”** has the meaning given in the Product Proposal.
- b. **“Customer”** means the customer identified in the Product Proposal.
- c. **“Dealer Preparation,”** if applicable, means additional product(s) and/or services added by GSFA after Manufacturer’s completion of the Product and prior to delivery, in accordance with the Dealer Supplied Products/Services List.
- d. **“Dealer Supplied Products/Services List”** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- e. **“Grand Total Purchase Price”** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- f. **“GSFA”** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **“Manufacturer”** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **“Party”** or **“Parties”** means GSFA and/or Customer, as applicable.
- i. **“Prepayment Discount”** means a discount to the purchase price for the Product granted to Customer in connection with Customer’s advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal).
- j. **“Product”** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **“Product Proposal”** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **“Product Warranties”** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **“Specifications”** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **“Terms and Conditions”** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **“Contingency Reserve Fund”**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer’s payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer’s payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a “**Prepayment**”) within the time frame specified in the Product Proposal in order to receive such discount. Customer’s failure to timely make such Prepayment may result in: (i) GSFA’s termination of the Agreement; and/or (ii) Customer’s loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA’s sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the “**Executed Date**”), GSFA shall submit to Customer a tentative Product completion date (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first served-basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer’s possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise) by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate the feasibility of such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility. GSFA shall not be responsible for any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump) after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all

associated taxes and fees thereon) occurring after the execution of the Agreement which increases the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer's receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure to execute a Change Order does not alter Customer's obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the "**Product Purchase Price**"); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer's termination of the Product order ("**Manufacturer Termination Fees**"), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation, as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA

has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonable particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE

IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental, or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "Event of Default") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:
Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:
To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

(530) 265-4431 FAX (530) 265-4438

nccfire@nccfire.com • www.nccfire.com

To: Board of Directors
From: Fleet and facilities Supervisor Greene through Fire Chief Robitaille
Date July 17, 2023
Re: Sale of Police Interceptors

Background:

Staff is recommending we surplus two staff vehicles, 2017 Ford Interceptor and 2018 Ford Interceptor. These were utilized as peace officer vehicles and are no longer needed with their retirement.

Recommendation:

The district declares the following vehicles surplus, accepts the offer from Nevada City Police Department, and authorizes Chief Robitaille or designee to sign the necessary documents for the sale:

- Unit 2017-118, 2017 Ford Interceptor, VIN # 1FM5K8AR6HGB72804 for \$18,000.00
- Unit 2018-115, 2018 Ford Interceptor, VIN # 1FMK5K8AR7JGA20911 for \$20,000.00

Motion Requested:

Declare unit 2017-118 and 2018-115 surplus, accept the offer from Nevada City, and authorize Fire Chief Robitaille or designee to sign the necessary documents for the sale of the two mentioned units.

Fiscal Implications:

The district would receive revenue in the amount of \$38,000.00. This will be placed in Fund 758 for a future vehicle purchase.



Nevada County Consolidated Fire District

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nccfire@nccfire.com • www.nccfire.com

To: Board of Directors
From: Fleet and Facilities Supervisor Greene Fleet through Fire Chief Robitaille
Date: July 17, 2023
Re: Water Tender Purchase

Background:

Ophir Hill Fire District owns a 2000 International 7400 automatic transmission two axle Water Tender with a 2000-gallon tank that is currently out of service due to a motor issue. It has been at a repair shop and needs additional repairs that District Staff has the knowledge and experience to repair the motor for the water tender to be placed in service and utilized.

Recommendation:

Staff recommends purchasing the water tender from Ophir Hill Fire District as the repair can be done in-house to give the district an additional water tender.

Fiscal Implications:

Staff is currently working on negotiations; the cost will be no more than \$28,000.00.

WATER TENDER 52





COMMERCIAL PROPANE GAS SALES AGREEMENT

Suburban Propane, L.P. ("Suburban" or "Seller") Address: 12575 Charles Drive Grass Valley CA 95945
Telephone 530 - 273 - 6113 Fax 530 - 273 - 0712 Email RMURTAGH@suburbanpropane.com
Agreement Date 05/24/2023 Account Number 219700 Account Representative Name RYAN MURTAGH CSC Number 1643
Customer Name ("Customer") NEVADA COUNTY CONSOLIDATED Business Telephone Number 530-273-4158 Cell Telephone Number
Customer's Tax Identification Number Fax Number 530-265-0864 Email Address ACCOUNTING@NCCFIRE.COM
Billing Address ADMINISTRATION OFFICE 640 COYOTE ST City NEVADA CITY State CA Zip Code 95959
Delivery Address 14518 STATE HWY 49 City GRASS VALLEY State CA Zip Code 95949
Delivery Address Owner if not Customer ("Landowner") Telephone Number Cell Telephone Number

1. PROPANE AND EQUIPMENT: Customer agrees to purchase all requirements for LP-Gas ("Propane") for use at the Delivery Address from Suburban and to use Propane only as a fuel source for heating units and appliances. Seller shall lease, maintain (and install when necessary) at the Delivery Address Suburban-owned storage tanks, regulators and/or meters as is necessary for Propane service, including, but not limited to, such items identified in any Suburban work order or other Suburban records ("Equipment").

2. PRICES AND FEES: As compensation for Suburban's (i) supply to Customer of Propane, (ii) lease to Customer of the Equipment, and (iii) provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery/meter read ("Price"), and (b) Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of billing.

The initial amounts of Fees to be charged to Customer include:
SECURITY DEPOSIT: \$ 0.00 SAFETY PRACTICES & TRAINING FEE: \$ 4.50
MINIMUM MONTHLY PURCHASE REQUIREMENT ("MMR"): \$ 0.00 EARLY TERMINATION FEE: * \$ 3000.00
MINIMUM ANNUAL PURCHASE REQUIREMENT: 5000 gallons INSTALLATION FEE: \$
NONREFUNDABLE EQUIPMENT RENTAL FEE: \$ per Year PER DELIVERY METER READ FEE: \$ 0.00
*Payable if Customer terminates this Agreement prior to initial term as agreed upon damages and not as a penalty.

Suburban may also charge other Fees, including, but not limited to, a Transportation Fuel Surcharge Fee, Emergency/Special Delivery Fee and the Fees set forth elsewhere in this Agreement. Fees may be based on Propane gallons delivered to Customer or on other bases, including, but not limited to, a per delivery basis or a periodic basis.

The Safety Practices & Training Fee is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with Suburban's own vehicle and facility inspections as well as Suburban's employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the Price.

Customer understands and agrees that the specific Fees charged and the amount of those Fees may vary over time. Customer acknowledges and agrees that itemization of Price and Fees on Suburban's Delivery Invoice, Delivery Notice or Statement will be sufficient and adequate notice to Customer of those Price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, Price and/or the amount or nature of Fees.

3. CUSTOMER'S RESPONSIBILITIES: Customer, at its sole cost and expense, shall be responsible for, and Seller's obligations under this Agreement shall be expressly pre-conditioned upon, Customer's timely provision, installation, operation, security and maintenance of each item checked in Appendix A attached hereto and made a part hereof, and trained personnel as required by law or regulation.

4. **TERM OF AGREEMENT:** This Agreement shall continue for an initial term of 5 year(s) from the date hereof and thereafter shall automatically renew on a year to year basis unless terminated at the end of the initial term or subsequent anniversary dates by either party upon not less than thirty (30) days prior written notice to the other party as set forth in paragraph 14 of this Agreement. If during the term of this Agreement Customer shall purchase Propane from a supplier other than Seller, Seller may elect to terminate this Agreement for Customer's breach. This Agreement may be terminated immediately by Suburban for health and/or safety reasons. Suburban's right to collect any amounts due from Customer, including Late Payment Charges, shall not prohibit or restrict it from declaring a payment default and terminating this Agreement.

5. **PAYMENT TERMS AND POLICY:** Invoices shall be due and payable upon Customer's receipt thereof. Any balances remaining unpaid more than thirty (30) days from Invoice date shall be subject to a Late Payment Charge calculated at an interest rate of 18% per annum or the maximum permitted by law, whichever is lower. Without further notice, Seller may suspend Propane delivery and disconnect and/or lock Equipment for non-payment of Invoice more than sixty (60) days from Invoice date. Reconnection of Equipment after a suspension is subject to a Reconnection Charge. If Customer's credit shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before making further deliveries. Title to Propane shall transfer from Seller to Customer upon delivery. Customer agrees that Suburban shall have the right to access Equipment to recover its Propane not paid for by Customer and Customer agrees to pay an applicable Restocking (Pump Out) Fee and other charges relating to such recovery. Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, installation, storage or use of Propane sold or Equipment leased hereunder. Security Deposits shall not earn interest unless required by law.

6. **SAFETY:** Customer acknowledges that warnings for employees and end users and other safety literature produced by the Propane Education Research Council and signs and decals are available for purchase. Customer agrees to provide all employees and agents at the Delivery Address and all end users of the Propane sold hereunder with the safety information provided by Seller to Customer. For additional safety information, including natural disaster and weather-related warnings, visit www.suburbanpropane.com or call 1-888-223-0029. Customer shall ensure that its employees, agents and end users are familiar with the odor of Propane, and acknowledges that Suburban recommends the installation of UL-listed Propane gas detectors and carbon monoxide detectors in basements, and elsewhere as recommended by the manufacturer, to provide an additional warning of the presence of Propane or carbon monoxide. By signing below, **Customer acknowledges that Customer has become familiar with the odor of Propane and has received Suburban's Safety Tips and Propane Safety Data Sheet attached hereto.**

7. **MAINTENANCE; ACCESS; SERVICE:** Customer agrees that no modification, connection or addition to Equipment or replacement, repair, disconnection or other handling of Equipment will be made except by Seller's employees, affiliates or authorized representatives. Customer shall notify Seller before any Propane-fueled unit or appliance at the Delivery Address is to be connected, disconnected or replaced, and before start-up of seasonal equipment. At all times Customer shall grant Seller the right and ability to have unobstructed access (without risk or liability for trespass) to Equipment in order to inspect, change or remove all or part of the Equipment, and to remove from such Equipment those gallons of Propane for which Customer has not made payment within sixty (60) days of the delivery thereof. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way, and shall surrender the Equipment to Seller upon any termination of this Agreement in the same condition as received, normal wear excepted. Seller may disconnect any appliance or Equipment, regardless of ownership, deemed by Suburban to be unsafe. Customer agrees to notify Seller immediately, both orally and in writing, of any apparent malfunction in Equipment so that Seller may repair such malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

8. **TERMINATION:** Customer hereby grants Seller the absolute right to remove its Equipment without notice to Customer or process of law upon termination of this Agreement, or to charge Customer up to the replacement cost of its Equipment. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and it is further agreed that Seller shall not be liable for any injury or damage to the Delivery Address or any property of Customer located thereon occasioned by removal of Equipment, including the removal of underground tanks and piping, except arising out of the sole negligence of Seller. Upon any termination of this Agreement not resulting from a default by Seller, Customer agrees to pay to Suburban applicable Restocking (Pump Out) Fees, Closeout (Tank Pickup) Fees and other Fees relating to termination of service (see www.suburbanpropane.com for a description of these Fees).

9. **INSURANCE:** While this Agreement remains in effect, Customer shall maintain commercial general liability ("CGL") insurance coverage with limits acceptable to Seller including products liability, completed operations, and contractual liability coverages; and workers' compensation and employers' liability coverages. At Seller's request, Customer agrees to provide Suburban with a Certificate of Insurance and endorsement(s), in forms acceptable to Suburban, that evidence such insurance coverage and name "Suburban Propane Partners, L.P. and its subsidiaries, affiliates and successors" as an additional insured with respect to Customer's CGL insurance policy. While this Agreement remains in effect, Suburban shall maintain CGL and other appropriate insurance coverages, in accordance with standard industry practice.

10. **RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for itself, its employees and agents, and all other third parties, hereby releases Suburban, agrees to indemnify Suburban and hold Suburban harmless, and agrees to defend and bear all costs of defending Suburban from any and all claims and any and all actual or alleged liability, injuries, losses, damages (including consequential damages), lost profits, costs and expenses (including attorney's fees), and causes of action arising or alleged to arise out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless and to the extent resulting from the negligence of Suburban; (2) Customer's use of Equipment, or tampering, unauthorized servicing or theft of Equipment; (3) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (4) any "force majeure" condition; (5) damage to a driveway at the Delivery Address or any Customer-owned bridge failure or other premises liability; (6) exhaustion of Customer's Propane supply; (7) service discontinuance; (8) Customer's breach of this Agreement; (9) any negligent act or omission on part of Customer. Customer, for itself, its employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination of expiration of this Agreement.

11. **EXCUSED PERFORMANCE:** Customer agrees that Seller shall not be liable to Customer or other party for any injury, loss or damage, for delay or failure to supply Propane or for any failure to perform this Agreement when any of the foregoing is due to or results from any "force majeure" condition such as flood, fire, lightning or any other adverse weather or environmental condition, explosion, power blackout, labor dispute, unavailability of Propane, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control whether or not similar to the foregoing.

12. **DEFAULT:** Should either party default on any material condition of this Agreement, the non-defaulting party shall have the option to cancel this Agreement by providing thirty (30) days prior written notice of intent to cancel to the defaulting party and if the defaulting party does not cure such default within such notice period, except that Seller may elect to terminate this Agreement immediately if Customer fails to make payment or maintain insurance coverage as required hereunder or for any safety violation not remedied.

13. **NO WAIVER; SEVERABILITY:** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any

section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

14. **SUCCESSORS; ASSIGNMENT; SUBCONTRACTING; NOTICES:** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Seller. It is agreed that Seller may assign this Agreement to its affiliates at any time. Suburban also reserves the right to subcontract any or all of its obligations under this Agreement. All communications and notices provided for or permitted hereunder shall be effectively given if in writing and sent to the parties' respective address/email address. Customer authorizes Seller to provide notice by alternative means of any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Customer's attention.

15. **APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction of where the Delivery Address is located. This Agreement, including the **Dispute Resolution Procedures Addendum** attached hereto and made a part hereof, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement, to unilaterally change Prices and Fees at any time, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Seller in writing. Any Appendix, Addendum and/or Attachment to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated.

16. **CUSTOMER'S CREDIT CHECK AUTHORIZATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate Customer's credit prior to Suburban's acceptance of this Agreement.

17. **LANDOWNER'S CONSENT:** If Customer is not the owner of the Delivery Address, Customer agrees to provide Suburban with a copy of Suburban's "Landowner's Consent to Installation of Propane Gas Equipment," signed by the Landowner.

Unless this box is checked, Customer expressly authorizes Suburban to conduct business with Customer electronically.

Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date.

SUBURBAN By: _____
Signature of Suburban Manager (see instructions)
RYAN MURTAGH

Print Name and Title

CUSTOMER: _____
Signature of Customer
NEVADA COUNTY CONSOLIDATED

Print Customer's Name

APPENDIX A

ITEMS TO BE SUPPLIED BY CUSTOMER (SEE SECTION 3)

- | | |
|--|--|
| <input checked="" type="checkbox"/> All required permits and other necessary installation and operation approvals; | _____ Pump, motor and meter maintenance; |
| <input checked="" type="checkbox"/> Physical protection of/for Equipment and Customer-owned equipment; | <input checked="" type="checkbox"/> Required non-combustible fencing; |
| <input checked="" type="checkbox"/> Excavation, trenching and backfill for underground pipe and storage container, necessary sand beds, clearance, leveling and related site preparation for installation of Equipment including notification of underground facility markout service; | <input checked="" type="checkbox"/> Electric power, wiring and lighting (Class 1 Group D Explosion Proof); |
| <input checked="" type="checkbox"/> Concrete slabs or piers to Suburban's specifications for Propane bulk storage tank(s); | _____ Unloading riser fittings; |
| <input checked="" type="checkbox"/> All fire protection requirements and fire prevention equipment, including fire extinguishers; | _____ Vaporizer; |
| <input checked="" type="checkbox"/> Piping from Propane bulk storage tank or tank manifold terminal to other equipment; | <input checked="" type="checkbox"/> Adequate truck access for delivery of Propane and Equipment clear of obstruction, snow and debris; |
| _____ Other: _____ | |
| <input checked="" type="checkbox"/> Propane warnings, signs and decals and trained personnel. | |



DISPUTE RESOLUTION PROCEDURES ADDENDUM TO RESIDENTIAL AND COMMERCIAL PROPANE SERVICE AGREEMENTS ("AGREEMENT")

Customer and Suburban hereby agree that any and all Disputes (as that term is hereinafter defined) between them arising from this Agreement or any prior agreement between them, and/or the relationship created hereby or thereby, or otherwise, will be exclusively resolved by final and binding arbitration. **Customer and Suburban agree that, by entering into this Agreement, they each are waiving the right to a trial by judge or jury or to participate in a class action with respect to any Dispute, and any other rights available in a lawsuit.** For ease of administration and convenience, the parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Procedures Addendum ("Addendum"). This Addendum shall survive termination of this Agreement.

Capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning as in the Agreement. For purposes of this Addendum, a "Dispute" shall be broadly interpreted to include, without limitation, any and all claim(s) arising out of or relating in any way to any aspect of the relationship between Suburban and Customer, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (including, but not limited to, claims relating to advertising, marketing or other publicity), even if arising before this Agreement or any prior agreement between the parties or that may arise after the termination of this Agreement, including, without limitation, claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class. Notwithstanding the foregoing, the term "Dispute" shall not include the following claims, and only the following claims:

- (a) claims by Customer (or Customer's legal representatives) for personal injury, death or damage to tangible property arising out of the physical delivery of Propane by Suburban to Customer, Customer's usage of such Propane, the condition of the Equipment or Suburban's actions or alleged inactions with respect to such Equipment; or
- (b) claims by Suburban to enforce Customer's indemnification, release and/or hold harmless obligations under this Agreement and/or for the payment of any amounts alleged to be owed by Customer to Suburban; or
- (c) claims which Customer could bring as an individual in a small claims or equivalent court; or
- (d) claims by either party to enforce the terms of this Addendum.

If either party believes that a Dispute has arisen, that party first shall send a certified letter to the other party (Customer should send the certified letter to the manager of the Suburban location identified on the first page of this Agreement (or any successor Suburban location then servicing Customer)), describing with reasonable particularity the nature and basis of the Dispute and the relief sought. If the parties do not reach an agreement to resolve the Dispute within 30 days after the date the party receives the certified letter, either party may commence an arbitration proceeding by sending another certified letter notifying the other party of its intent to commence arbitration.

Arbitration of Disputes will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be conducted before a single arbitrator appointed in accordance with the AAA Rules. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. Unless the parties otherwise agree, any arbitration hearings will take place in the county (or parish) of Customer's Billing Address. Customer may direct that the arbitration be conducted telephonically or be based on written submissions.

All issues that relate to the Dispute are for the arbitrator to decide, but the arbitrator is bound by the terms of this Agreement and this Addendum. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim as stated in the Dispute. The arbitrator has the discretion, but not the obligation, to award fees and costs to the party prevailing in the arbitration. All awards by the arbitrator shall be in writing.

CUSTOMER AND SUBURBAN AGREE THAT EACH PARTY TO THIS ADDENDUM MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Suburban otherwise agree in writing and in their sole discretion, the arbitrator may not consolidate more than one entity's claims, and may not otherwise preside over any form of a representative or class proceeding relating to the Dispute. If this specific provision is found to be unenforceable, then the entirety of this Addendum shall be null and void.

READ AND PROVIDE THIS IMPORTANT SAFETY INFORMATION TO ALL END USERS!

Llame 1-888-223-0029 para información sobre los avisos de seguridad en español.

WHAT IS PROPANE?

Propane (also called LPG-Liquefied Petroleum Gas or LP-Gas) is a liquid fuel stored under pressure. In most systems, propane is vaporized to a gas before it leaves the tank. Propane is highly flammable when mixed with air (oxygen) and can be ignited by many sources, including open flames, smoking materials, electrical sparks, and static electricity. Severe "freeze burn" or frostbite can result if propane liquid comes in contact with your skin.

IF YOU SMELL, HEAR OR SEE GAS



1. **NO FLAMES OR SPARKS!** Immediately put out all smoking materials and other open flames. Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these sources can trigger an explosion or fire.



2. **LEAVE THE AREA IMMEDIATELY!** Get everyone out of the building or area where you suspect gas is leaking.



3. **SHUT OFF THE GAS.** Turn off the main gas supply valve on your propane tank if it is safe to do so. To close the valve, turn it to the right (clockwise).



4. **REPORT THE LEAK.** Once you are safely away from the gas leak, call your propane retailer right away. If you can't reach your propane retailer, call 911 or your local fire department.



5. **DO NOT RETURN TO THE BUILDING OR AREA** until your propane retailer, emergency responder, or qualified professional determines that it is safe to do so.



6. **GET YOUR SYSTEM CHECKED.** Before you attempt to use any of your propane appliances, your propane retailer or a qualified professional must check your entire system to ensure it is leak-free.

CAN YOU SMELL IT?



Propane smells like rotten eggs, skunk's spray, a dead animal, or garbage. Some people may have difficulty smelling propane. Causes may include age (older people may have a less sensitive sense of smell); medical conditions; such as colds, allergies, or sinus congestion; the effects of medication; alcohol, tobacco, or drugs; tobacco smoke, cooking odors, musty or damp smells, and other strong odors. Consider purchasing a propane gas detector as an additional measure of security.

A propane smell may not wake up someone who is sleeping. It may also be in the area of the building where it may not be detected, such as a basement, attic or garage.

ODOR LOSS is an unintended reduction in the concentration of the odor of propane, making it more difficult to smell. Situations that can cause odor loss include the presence of air, water or rust in a propane tank or cylinder; passage of leaking propane through soil; or the exposure to building materials, masonry or fabrics.



SINCE THERE IS A POSSIBILITY OF ODOR LOSS OR PROBLEMS WITH YOUR SENSE OF SMELL, YOU SHOULD RESPOND IMMEDIATELY TO EVEN A FAINT ODOR OF GAS.

To learn what propane smells like, customers unfamiliar with that smell should call Suburban's Safety Information Request Center 1-888-223-0029 and order the pamphlets called "Important Propane Safety Information for You and Your Family" and/or an expansive "Propane Safety" booklet to obtain a Scratch and Sniff Test, free of charge.

PROPANE GAS DETECTORS ARE RECOMMENDED

Under some circumstances, you might not smell a gas leak. Propane gas detectors are designed to sound an alarm if they sense propane in the air, even if the odorant cannot be detected. Suburban recommends the installation of UL-listed propane gas detectors in basements and where recommended by the manufacturer to provide an additional warning of the presence of propane. They can provide an additional measure of security in structures with little-used areas and for individuals who have difficulty smelling propane.



GUIDELINES regarding propane gas detectors:

- Buy only units that are listed by Underwriters Laboratories (UL);
- Follow the manufacturer's instructions regarding installation, use, and maintenance;
- If a detector is sounding an alarm, treat it as an emergency and act immediately, even if you do not smell propane;
- Never ignore the smell of propane, even if no detector is sounding an alarm.

CARBON MONOXIDE AND YOUR SAFETY



WHAT IS CARBON MONOXIDE (CO)? You can't taste or smell CO, but it is a very dangerous gas, produced when any fuel burns. High levels of CO can come from appliances that are not operating correctly, or from a venting system or chimney that becomes blocked.

CO CAN BE DEADLY! High levels of CO can make you dizzy or sick (see below). In extreme cases, CO can cause brain damage or death.

Symptoms of CO poisoning include:

- Headache
- Shortness of breath
- Fatigue
- Dizziness
- Nausea



IF YOU SUSPECT CO IS PRESENT, ACT IMMEDIATELY!

1. Get everyone out of the building and call 911 or your local fire department.
2. If it is safe to do so, open windows to allow entry of fresh air, and turn off any appliances you suspect may be releasing CO.



TO HELP REDUCE THE RISK OF CO POISONING:

- Have a qualified professional check your propane system appliances and related venting systems annually, preferably before heating season begins.
- Suburban recommends the installation, use and maintenance of UL-listed carbon monoxide detectors in accordance with manufacturer's instructions.
- Keep chimneys, flues and vents free of snow, ice and debris such as leaves and animal nests.
- Never use a gas oven or range-top burners to provide space heating.
- Never use portable heaters indoors unless they are designed and approved for indoor use.
- Never use a barbecue grill (propane or charcoal) indoors for cooking or heating.
- Regularly check your appliance exhaust vents for blockage.
- Always open the chimney flue damper when you use your fireplace.
- Always follow the manufacturer's instruction for placement and use of vent-free appliances, including fireplaces and logs.
- Never run an internal combustion engine such a car, lawn mower, generator or snow blower in enclosed areas like a garage.

SIGNS OF IMPROPER APPLIANCE OPERATION THAT CAN GENERATE HIGH CO LEVELS:

- Sooting, especially on appliance and vents
- Unfamiliar burning odor
- Increased moisture inside of windows
- Yellow flames

LIGHTING PILOT LIGHTS



IF A PILOT LIGHT REPEATEDLY GOES OUT or is very difficult to light, there may be a safety problem. **DO NOT** try to fix the problem yourself. **IT IS STRONGLY RECOMMENDED** that only a **QUALIFIED PROFESSIONAL** light any pilot light that has gone out.

YOU ARE TAKING THE RISK of starting a fire or an explosion if you light a pilot light yourself.

APPLIANCE AND SYSTEM MAINTENANCE



LEAVE IT TO THE EXPERTS. Only a qualified professional has the training to install, connect, disconnect, inspect, service, maintain, and repair propane equipment and piping. Have your appliances and propane system inspected just before the start of each heating season.

HELP YOUR APPLIANCES "BREATHE." Check the vents of your appliances to be sure that flue gases can flow easily to the outdoors; clear away any insect or bird nests or other debris. Also, clear the area around your appliances so plenty of air can reach the burner for proper combustion.

DO NOT TRY TO INSTALL, MODIFY OR REPAIR valves, regulators, connectors, controls, or other appliance and cylinder/tank parts. Doing so creates the risk of a gas leak that can result in property damage, serious injury, or death.

HAVE OLDER APPLIANCE CONNECTORS INSPECTED. Certain older appliance connectors may crack or break, causing a gas leak. If you have an older appliance, have a qualified professional inspect the connector. Do not do this yourself, as movement of the appliance might damage the connector and cause a leak.



FLAMMABLE VAPORS ARE A SAFETY HAZARD. A pilot light on your propane appliance can ignite vapors from gasoline, paint thinners, and other flammable liquids. Be sure to store and use flammable liquids outdoors or in an area of the building containing no propane appliances.



DON'T RISK IT! If you cannot operate any part of your propane system, or if you think an appliance or other device is not working properly, call your propane retailer or qualified professional for assistance.



GAS CAN LEAK THROUGH AN OPEN GAS LINE. If you disconnect an appliance from a gas line or are otherwise aware of an open gas line, be sure to contact your propane retailer or a qualified professional to close, cap or plug the open gas line.

RUNNING OUT OF GAS



DON'T RUN OUT OF GAS. SERIOUS SAFETY HAZARDS, INCLUDING FIRE OR EXPLOSION CAN RESULT.

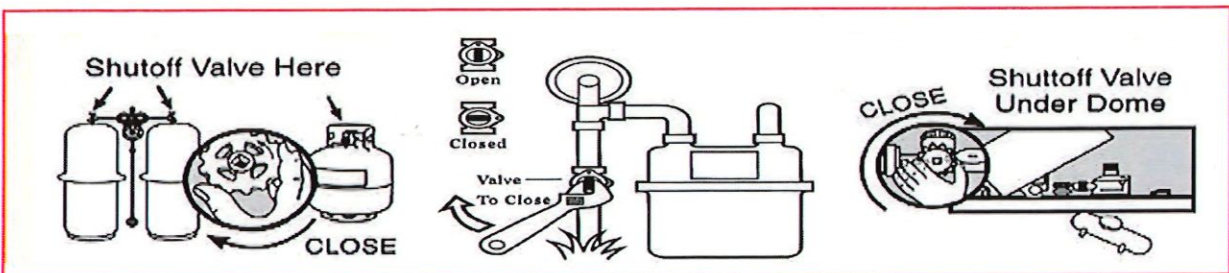
- If your propane tank runs out of gas, any pilot lights on your appliances will go out. This can be extremely dangerous.
- **A LEAK CHECK IS REQUIRED.** Many states require the propane system to be checked for leaks before turning on the gas. Contact your propane retailer or a qualified professional to perform a leak check and turn on the gas.



Never turn the gas on at your propane tank. Contact your propane retailer or a qualified professional to check for leaks, turn on the gas, and to re-light pilot lights on the appliances.

EQUIPMENT AWARENESS

KNOW HOW TO SHUT OFF YOUR GAS SUPPLY. Know where the gas supply shutoff valve to your premises is located. Tank and cylinder valves must be turned to the right (in a clockwise direction) to stop the flow of gas.



MANUFACTURER'S INSTRUCTIONS. All new appliances will come with an owner's manual and manufacturer's instructions. Keep and consult them for correct operating and maintenance procedures. Contact the appliance manufacturer for replacement instructions, if needed.

KNOW WHERE UNDERGROUND GAS LINES AND TANKS ARE LOCATED to avoid damaging them when digging or working on your premises. Notify your propane supplier before you dig. Contact your State's "Call Before You Dig or One Call" – by dialing 811.

DO NOT STORE PROPANE CYLINDERS OR CONTAINERS INSIDE BUILDINGS.

MAKE SURE REGULATOR REMAINS PROTECTED so operation will not be affected by the elements (rain, sleet, snow, ice, mud, debris). Regulator vent should be pointed down and be checked regularly.

MAKE SURE BUILDING OPENINGS ARE NOT CREATED AND SOURCES OF IGNITION ARE NOT SITUATED WITHIN THE AREA OF PROPANE TANKS, REGULATORS, METERS AND OTHER PROPANE EQUIPMENT IN THE SYSTEM.

REVIEW MANUFACTURERS' WARNINGS AND IMPORTANT SAFETY INFORMATION AVAILABLE AT www.suburbanpropane.com REGARDING CORRUGATED STAINLESS STEEL TUBING (CSST), which is a flexible pipe used to supply gas in homes and buildings. A nearby lightning strike can create holes and/or damage CSST. This can result in a gas leak and potentially cause a fire or explosion. Proper grounding and bonding of CSST can reduce the risk of a fire or explosion. **MAKE SURE ALL PROPANE PIPING IS PROPERLY BONDED AND GROUNDED.** Contact a licensed electrician for more information.

BE PREPARED FOR WEATHER-RELATED EMERGENCIES

FLOODING – If a flood is predicted for your area or your gas-fired appliance(s) or equipment has been submerged due to flooding:

- **Turn off the gas** valve at the container or cylinder.
- **DO NOT** turn the gas back on until a qualified professional has checked the system.

HEAVY SNOW OR ICE – Heavy accumulations of snow or ice falling from roof eaves on regulators, piping, tubing and valves may cause damage that could result in a gas leak. Regulator vents must remain clear of snow and ice to operate properly. Check the regulator vents on the propane system to be sure they are free of condensation, which if frozen, could cause a malfunction. If a regulator vent is clogged with ice or snow, contact Suburban immediately. Appliance vents, chimneys and flues must be kept clear of snow and ice so appliances may vent properly, especially on roofs of mobile homes. For installations in areas of heavy snowfall, arrange for the protection of piping, regulators, meters and other equipment installed in the piping system from the forces of accumulated snow or ice. A protective cover or structure may be an appropriate form of protection in some circumstances, and is required in some jurisdictions. Contact your local building or fire official for guidance. When removing snow:

- Use care around tanks, piping, tubing, valves, regulators and other equipment to prevent damage.
- Use a broom instead of a shovel.
- Do not shovel snow from roofs onto propane equipment. The weight could damage propane equipment causing a leak.

SAFE ACCESS

Provide structurally sound access to propane equipment free from snow, ice, debris or other obstructions.

FURTHER CONSUMER SAFETY INFORMATION

We urge you to visit www.suburbanpropane.com for Consumer Safety Information prepared by the Propane Education & Research Council (PERC). Pamphlets called "Important Propane Safety Information for You and Your Family," "Important Propane Safety Information for Users of Small Cylinders" (including cylinder transportation, storage and inspection procedures), an expansive "Propane Safety" booklet, Carbon Monoxide Safety Information, weather/natural disaster information, and a Propane Safety Data Sheet (SDS) may be read and downloaded online. These documents are also available free of charge by calling Suburban at 1-888-223-0029.

Propane

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Liquefied gas	Gases under pressure Liquefied gas
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H220	Extremely flammable gas
H224	Extremely flammable liquid and vapor
H280	Contains gas under pressure; may explode if heated
H304	May be fatal if swallowed and enters airways
H336	May cause drowsiness or dizziness
H401	Toxic to aquatic life
H411	Toxic to aquatic life with long lasting effects

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

SECTION 1: Identification

1.1. Identification

Product form : Substance
 Substance name : Propane

1.2. Recommended use and restrictions on use

Recommended use : Fuels
 Restrictions on use : Uses other than listed on the manufacturer product label

1.3. Supplier

Crestwood Midstream Partners LP
 811 Main St. Suite 3400
 Houston, TX 77002
 T 832-519-2200
www.crestwoodlp.com

1.4. Emergency telephone number

Emergency number : (800) 424-9300 - Chemtrec

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Simple Asphyxiant		May displace oxygen and cause rapid suffocation
Flammable gases	H220	Extremely flammable gas
Category 1		
Gases under pressure	H280	Contains gas under pressure; may explode if heated
Liquefied gas		

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H220 - Extremely flammable gas
 H280 - Contains gas under pressure; may explode if heated
 May displace oxygen and cause rapid suffocation

Precautionary statements (GHS US) :

P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
 P377 - Leaking gas fire: Do not extinguish, unless leak can be stopped safely.
 P381 - Eliminate all ignition sources if safe to do so.
 P403 - Store in a well-ventilated place.
 P410+P403 - Protect from sunlight. Store in a well-ventilated place.

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Name : Propane

Full text of hazard classes and H-statements : see section 16

3.2. Mixtures

Not applicable

Propane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Ventilate area. If experiencing respiratory symptoms: Call a poison center or a doctor.
- First-aid measures after skin contact : Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse eyes with water as a precaution.
- First-aid measures after ingestion : Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects : May cause frostbite on contact the liquefied gas.
- Symptoms/effects after inhalation : May displace oxygen and cause rapid suffocation.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry powder. Foam.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

- Fire hazard : Extremely flammable gas.
- Explosion hazard : Contains gas under pressure; may explode if heated.
- Hazardous decomposition products in case of fire : Toxic fumes may be released.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Eliminate all ignition sources if safe to do so. Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Fight fire remotely due to the risk of explosion.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Ventilate spillage area. No open flames, no sparks, and no smoking.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Stop leak, if possible without risk.
- Methods for cleaning up : Stop leak if safe to do so. Increase ventilation to release area. Avoid release to the environment. Notify authorities if product enters sewers or public waters.
- Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Wear personal protective equipment. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Eliminate all ignition sources if safe to do so. Use only outdoors or in a well-ventilated area.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

Propane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Protect from sunlight. Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Propane	
No additional information available	
Propane (74-98-6)	
USA - OSHA - Occupational Exposure Limits	
OSHA PEL (TWA) (mg/m ³)	1800 mg/m ³
OSHA PEL (TWA) (ppm)	1000 ppm
Propene (115-07-1)	
USA - ACGIH - Occupational Exposure Limits	
ACGIH TWA (ppm)	500 ppm
ACGIH chemical category	Not Classifiable as a Human Carcinogen
Isobutane (75-28-5)	
USA - ACGIH - Occupational Exposure Limits	
ACGIH STEL (ppm)	1000 ppm (explosion hazard (Butane, isomers))

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.
 Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Gas	
Appearance	: Colorless gas.	
Color	: Colorless	
Odor	: odorless	
Odor threshold	: No data available	
pH	: No data available	
Melting point	: No data available	
Freezing point	: -304.9996 °F	(-187.222 °C)
Boiling point	: -45 °F	(-42.7778 °C)
Flash point	: -155.9992 °F (TCC)	(-104.444 °C (TCC))
Relative evaporation rate (butyl acetate=1)	: No data available	
Flammability (solid, gas)	: Extremely flammable gas.	
Vapor pressure	: 187.96 psi @ 100F	(12.79 atm @ 100F)
Relative vapor density at 20 °C	: 2	
Relative density	: 0.504	

Propane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Solubility	: Water: < 0.1 %
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: 842°F (450 °C)
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: Lower explosive limit (LEL): 2.3 vol % Upper explosive limit (UEL): 9.5 vol %
Explosive properties	: No data available
Oxidizing properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

Extremely flammable gas.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

Avoid contact with hot surfaces. Heat. No flames, no sparks. Eliminate all sources of ignition.

10.5. Incompatible materials

Strong acids. Strong bases. Strong oxidizing agents.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced. On combustion, forms: carbon oxides (CO and CO₂).

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	: Not classified
Acute toxicity (dermal)	: Not classified
Acute toxicity (Inhalation)	: Not classified
Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
STOT-single exposure	: Not classified
STOT-repeated exposure	: Not classified
Aspiration hazard	: Not classified
Viscosity, kinematic	: No data available
Symptoms/effects	: May cause frostbite on contact the liquefied gas.
Symptoms/effects after inhalation	: May displace oxygen and cause rapid suffocation.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	: The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.
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Propane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on global warming : No known effects from this product.

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN1075 Petroleum gases, liquefied, 2.1
UN-No.(DOT) : UN1075
Proper Shipping Name (DOT) : Petroleum gases, liquefied
Class (DOT) : 2.1 - Class 2.1 - Flammable gas 49 CFR 173.115
Hazard labels (DOT) : 2.1 - Flammable gas



DOT Packaging Non Bulk (49 CFR 173.xxx) : 304
DOT Packaging Bulk (49 CFR 173.xxx) : 314, 315
DOT Special Provisions (49 CFR 172.102) : T50 - When portable tank instruction T50 is referenced in Column (7) of the 172.101 Table, the applicable liquefied compressed gases are authorized to be transported in portable tanks in accordance with the requirements of 173.313 of this subchapter.
19 - For domestic transportation only, the identification number UN1075 may be used in place of the identification number specified in column (4) of the 172.101 table. The identification number used must be consistent on package markings, shipping papers and emergency response information.
N95 - UN1075, Liquefied petroleum gas and UN1978, Propane authorized for transport in DOT 4BA240 cylinders is not subject to the UN identification number and proper shipping name marking or the label requirements of this part subject to the following conditions:
a. The cylinder must be transported in a closed motor vehicle displaying FLAMMABLE GAS placards in accordance with subpart F of part 172 of this subchapter.
b. Shipping papers at all times must reflect a correct current accounting of all cylinders both full and expended.
c. The cylinders are collected and transported by a private or a contract carrier for reconditioning, reuse or disposal.

DOT Packaging Exceptions (49 CFR 173.xxx) : 306
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden
DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 330.693 lb (150 kg)
DOT Vessel Stowage Location : E - The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length, but is prohibited from carriage on passenger vessels in which the limiting number of passengers is exceeded.

Propane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

DOT Vessel Stowage Other : 40 - Stow "clear of living quarters"
Emergency Response Guide (ERG) Number : 115
Other information : No supplementary information available.

Transport by sea

Transport document description (IMDG) : UN 1978 PROPANE, 2.1
UN-No. (IMDG) : 1978
Proper Shipping Name (IMDG) : PROPANE
Class (IMDG) : 2 - Gases
Limited quantities (IMDG) : 0

Air transport

Transport document description (IATA) : UN 1978 Propane, 2.1
UN-No. (IATA) : 1978
Proper Shipping Name (IATA) : Propane
Class (IATA) : 2

SECTION 15: Regulatory information

15.1. US Federal regulations

Propane	
SARA Section 311/312 Hazard Classes	Physical hazard - Flammable (gases, aerosols, liquids, or solids) Physical hazard - Gas under pressure Health hazard - Simple asphyxiant

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

Chemical(s) subject to the reporting requirements of Section 313 or Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR Part 372.

Propene	CAS-No. 115-07-1	< 10%
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15.2. International regulations

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 09/24/2020

Full text of H-phrases:

H220	Extremely flammable gas
H280	Contains gas under pressure; may explode if heated

SDS US (GHS HazCom 2012)

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable

**ATTACHMENT A
TO COMMERCIAL PROPANE GAS SALES AGREEMENT
(LEASED EQUIPMENT) AGR-1009**

Suburban/Seller and Customer agree that this Attachment A is incorporated in the parties' Commercial Propane Gas Sales Agreement (Leased Equipment) ("Agreement"), and made a part thereof:

Suburban agrees to sell Propane to Customer at a Price calculated in accordance with the following formula:

PRICE PER GALLON TO BE ESTABLISHED AT A FIXED MARGIN OF \$0.20 OVER SUBURBAN PROPANE'S VARIABLE RATE. EXAMPLE PRICE AS OF 5/24/23: \$1.16 (SP COST) + \$0.20 = \$1.36 ANNUAL TANK RENTAL FEE: \$1.00 PER TANK PER YEAR

Suburban may, upon written notice to Customer, from time to time revise the foregoing formula for deliveries to be made on or subsequent to the date specified in that notice; whereupon Customer shall have the option to terminate the Agreement by giving notice thereof to Suburban.

IN WITNESS WHEREOF, the parties hereto hereby agree that this Attachment A is incorporated and made a part of the Agreement as of the date this Attachment is executed, that it has no retroactive effect and that the terms and conditions of the Agreement remain in full force and effect.

CUSTOMER: _____

SUBURBAN PROPANE, L.P.

Print Name: NEVADA COUNTY CONSOL _____

By: RYAN MURTAGH _____

Date Executed: _____

Title: CSC MANAGER _____



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2023 BOARD OF DIRECTORS ELECTION

OFFICIAL ELECTION BALLOT ATTACHED

This is an official election packet that contains items that require ACTION by your Agency's governing body for the selection of up to three (3) candidates to the SDRMA Board of Directors.

ELECTION PACKET ENCLOSURES

- Election Ballot Instructions
- Official Election Ballot (Action Required)
- Candidate's Statements of Qualifications (4)



SDRMA'S BOARD OF DIRECTORS ELECTION BALLOT INSTRUCTIONS

Notification of nominations for three (3) seats on the Special District Risk Management Authority's (SDRMA's) Board of Directors was mailed to the membership in January 2023.

On May 11, 2023, SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA's Policy No. 2022-06 Establishing Guidelines for Director Elections. The Election Committee confirmed that (4) candidates met the qualification requirements, and those names are included on the Official Election Ballot.

The Official Election Ballot along with a Statement of Qualifications as submitted by each candidate is posted to the SDRMA MemberPlus portal along with these instructions. Election instructions are as follows:

1. The Official Election Ballot must be used to ensure the integrity of the balloting process.
2. Print a copy of this ballot, then select up to three (3) candidates. Your agency's governing body must approve the Official Election Ballot at a public meeting. **Ballots containing more than four (4) candidate selections will be considered invalid and not counted.**
3. The signed Official Election Ballot MUST be sealed and received by mail or hand delivery at SDRMA's office on or before 4:30 p.m. on Tuesday, August 8, 2023 to the address below. Faxes or electronic transmissions are NOT acceptable.

Special District Risk Management Authority
Election Committee
1112 "I" Street, Suite 300
Sacramento, California 95814
4. The four-year terms for newly elected Directors will begin on January 1, 2024, and terminate on December 31, 2027.
5. Important balloting and election dates are:
 - **August 8, 2023: Deadline for members to return the signed Official Election Ballot.**
 - **August 9-11, 2023:** Ballots are opened and counted.
 - **August 10-11, 2023:** Election results are announced, and candidates notified.
 - **November 1-2, 2023:** Newly elected Directors are invited to attend SDRMA board meeting (Sacramento).
 - **January 2024:** Newly elected Directors are seated, and Board officer elections are held.

Please do not hesitate to contact SDRMA's Management Analyst Candice Richardson at crichardson@sdrma.org or 800-537-7790 if you have any questions regarding the election and balloting process.

OFFICIAL 2023 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS

VOTE FOR ONLY THREE (3) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery at SDRMA on or before 4:30 p.m., Tuesday August 8, 2023. Faxes or electronic transmissions are NOT acceptable.

- ROBERT SWAN** (INCUMBENT)
Director, Groveland Community Services District

- ACQUANETTA WARREN**
Vice Chair, Local Agency Formation Commission for San Bernardino County

- JESSE CLAYPOOL** (INCUMBENT)
Board Chair, Honey Lake Valley Resource Conservation District

- SANDY SEIFERT-RAFFELSON** (INCUMBENT)
General Manager, Herlong Public Utility District

ADOPTED this ____ day of _____, 2023 by the:

at a public meeting by the following votes:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Bob Swan
District/Agency Groveland Community Services District (GCSD)
Work Address P.O. Box 350, Groveland CA 95321
Work Phone (209) 962-7131 Cell Phone (408) 398-4731

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I have been a member of the SDRMA Board for two terms. I would like to be elected to a third term because:

1. As a board member of Groveland CSD, I am very aware of the great value that smaller districts get from their membership in SDRMA, and I'd like to continue to support the Authority's great member services.
2. While the organization continues to operate well, thanks to its experienced and motivated staff, we are once again going through a period of management change. I believe that Board continuity is particularly important at such a time.
3. The California re-insurance market continues to be challenging. I believe that my eight years of board experience will be helpful as we negotiate the potentially tricky economic future.
4. Personally, I feel that we have a very well-functioning and collegial Board, and I find it both challenging and enjoyable to be part of it.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

1. SDRMA Board: Member since 2016, presently Vice President. I am our representative on the CSDA Legislative Committee (and a member in my own right), and on the Alliance Executive Council.
2. Groveland CSD Board: Member since appointment in June 2013. I was Board President 2014-2018.
3. Member of Board of Southside Community Connections, which is a 501(c)(3) nonprofit in Groveland that provides transportation, educational, social and recreational services to seniors and differently-abled folks in the Groveland area. I was on this Board from 2018 through 2022, mostly as Treasurer.
4. Board Member (Treasurer) of Pine Cone Performers, a local community choral and acting group, since 2010.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

Background: BS Physics, MS Computer Science. 3 years in USAF. 30 years in the semiconductor industry as engineer, engineering manager, business unit director.

Skills, etc.: Very familiar with financial reports and cost accounting. Working knowledge of computer and communications technology. In my work life, I managed geographically distributed organizations with up to 150 technical personnel and up to \$120 million in annual sales. I'm pretty good at helping groups work together to achieve consensus (or, failing that, acceptable compromise).

In recent years, most of my volunteer work has been in driving folks (who can't drive themselves) to medical appointments, shopping, and the like. This is one of the services of Southside Community Connections.

I'm also a pretty decent choral singer, but that's not relevant to this application.

What is your overall vision for SDRMA? (Response Required)

Our vision statement is "To be the exemplary public agency risk pool of choice for California special districts and other public agencies". To achieve this vision, I believe we must focus on:

(1) maintaining long-term financial stability, by ensuring that there is a fair allocation of cost versus risk across the membership, continuously evaluating the appropriate level of risk retention, and using creative ideas like our "captive" reinsurance agency to enhance our cash position.

(2) continue to expand our risk management training and assistance services. We have made significant improvements in this area by bring it internal to the Authority.

(3) continue to emphasize services to our core membership: small to mid-sized districts with limited options for insurance.

(4) ensure that SDRMA remains a desirable workplace, and maintain our highly-qualified and responsive staff.

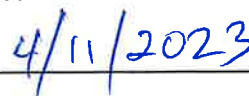
Above all, remember that this is an insurance pool, owned by its member agencies, and maintain an overarching focus on member service and support. Make certain that we will be here for our members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date



**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Candidate* **ACQUANETTA WARREN**
District/Agency **Local Agency Formation Commission (LAFCO) for San Bernardino County**
Work Address **1170 W. Third Street, Unit 150, San Bernardino, CA 92415-0490**
Work Phone **(909)388-0480** Home Phone

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As a City Mayor I have been fortunate to serve on regional boards that include special district representation: San Bernardino Countywide Oversight Board and Southern California Water Coalition's Board of Trustees. I realize that special districts, especially the smaller districts, are not included in the conversation for a variety of matters. Currently, I serve on San Bernardino LAFCO and the California Association of LAFCOs, which do have robust special district representation. I believe that my skills, experience, and understanding can contribute to SDRMA. Specifically, I want to contribute by developing programs that would help member agencies maximize their protection and minimize their risks.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I currently serve as mayor for the City of Fontana. This is my fourth term, and my focus has been bolstering economic development, creating educational opportunities, improving public safety, and advocating for a healthier community. As mayor, I have been fortunate to serve on:

- San Bernardino LAFCO since 2014, serving currently as Vice Chair of the Commission. I am also a Board Member of the statewide organization of LAFCOs, CALAFCO, serving as Treasurer
- San Bernardino County Transportation Authority: Board of Directors, General Policy Committee, and Transit Committee
- San Bernardino County Racial Equity Committee for the San Bernardino Council of Governments
- San Bernardino Countywide Oversight Board

In addition, I am the current Chair for the Southern California Water Coalition's Board of Trustees as well as Co-Chair of its Task Force for Water Equity, Access, and Affordability.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**


Aside from being Mayor for the City of Fontana, I am currently the District Director for the Second Supervisorial District for San Bernardino County and I coordinate district services and communications with constituents, I oversee community outreach efforts, as well as supervise district staff.

In addition to local-level involvement, I have served on the State Park Commission and as a trustee of the United States Conference of Mayors, an official non-partisan organization of cities in the United States with populations of 30,000 or more. I have also served in community organizations such as Water/Recycled Water Projects and Development Processing for New Communities, Casa Colina Rehabilitation Hospital Board of Directors, and the Upland YMCA Board of Directors.

What is your overall vision for SDRMA? (Response Required)

My vision for SDRMA is to ensure that it continues to be the best risk management agency, who will continue to listen and communicate with its member agencies. I would strive to make sure SDRMA continues to provide excellent service, provide educational and training programs that are beneficial to its member agencies, and offer more resources that add value to its members. Lastly, I want to make sure SDRMA operates in the highest ethical manner with complete transparency.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/25/2023

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Jesse D. Claypool
District/Agency Honey Lake Valley Resource Conservation District
Work Address USDA Service Center 170 Russell Avenue, Suite C, Susanville, CA 96130
Work Phone 530-257-7271 Cell Phone 530-310-0232

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

My interest for being on the SDRMA Board of Directors is because I believe it is imperative for there to be a knowledgeable and experienced voice on the Board with the perspective of the small to mid-size special district. In addition, I am eager to continue working with SDRMA staff and fellow Board members, providing relevant and affordable solutions, available to all special districts.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

The vast amount of understanding and experience that I've gained as a current member of the SDRMA Board of Directors will undoubtedly aide as I continually strive to be an increasingly effective member of the SDRMA Board of Directors going forward.

In addition to being a current SDRMA Board member, I am currently Chairman of the Board for the Honey Lake Valley Resource Conversation District and a board member of a Regional Water Managment Group. Previously I have served on the following, Lassen County's Civil Grand Jury, two terms, CSDA Professional Development committee, two terms, Janesville Union School District trustee, Technical Advisory Committee for the prevention of violence against schools K-12, two terms, and CSDA Member Services committee, two terms.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**


What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I have attended various board member trainings and completed leadership and governance classes, including the following; CSDA's Extraordinary Leadership Training and CSDA's Special District Leadership Academy. I have received CSDA's Recognition in Special District Governance certificate and successfully completed Executive Education in Public Policy at University of Southern California, Sol Price School of Public Policy.

What is your overall vision for SDRMA? (Response Required)

My continued vision for SDRMA is to be effective within the communities they serve. With focused attention to affordable solutions, administered by a team of highly dedicated professional staff, SDRMA will continue to be an industry leader providing affordable solutions to its members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/20/2023

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted.** No statements are endorsed by SDRMA.

Candidate* Sandy Seifert-Raffelson
District/Agency Herlong Public Utility District
Work Address P O Box 115, Herlong CA 96113
Work Phone (530)827-3150 Cell Phone (530)310-4320

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I am a current Board member of SDRMA and feel that I have added my financial and general manager background to make a better-informed decision for SDRMA members. As a Board member, I continue to Improve my education of insurance issues and look forward to representing small District's and Northern California as a voice on the SDRMA Board. I feel I am an asset to the Board with my degree in Business and my 35 plus years' experience in accounting and special districts.

I understand the challenges that small District face every day when it comes to managing liability insurance, worker's compensation and health insurance for a few employees with limited revenue and staff. My experience in small districts give me an appreciation of the importance of risk management services and programs, especially for smaller District that lack expertise within.
I feel I am an asset to this Board, and would love a chance to stay on 4 more years!

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

While serving on the SDRMA Board, I have been privilege to be Secretary of the Board, Vice-President and currently President. I have served on CSDA's Audit and Financial committee's for several year; I have served on the SDLF Board and current President; Northeastern Rual Health Clinic Board; Fair Board; School and Church boards; 4-H Council and leader for 18 years; and UC Davis Equine Board. In the past 30 years, I have learn that there is no "I" in Board and it can be very rewarding to part of a team that makes a difference for others.

As part of my many duties working for Herlong PUD, I worked to form the District and was directly involved with LAFCo, Lassen County Board of Supervisors and County Clerk to establish the initial Board of Directors and first policies for HPUD. I have administered the financial portion of 2 large capital improvement projects with USDA as well as worked on the first ever successful water utility privatization project with the US Army and department of Defense. I am currently in the middle of a 14 million infrastructure project with SRF monies. I am also the primary administrator of two federal contract for utility services.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I have my Bachelor's Degree in Business with a minor in Sociology. I have audit small districts and worked for a small district for almost 18 years. I am a good communicator and organizer. I have served on several Boards and feel I work well within groups or special committee. I am willing to go that extra mile to see things get completed.

I believe in recognition for jobs well done. I encourage incentive programs that get members motivated to participate and strive to do their very best to keep all losses at a minimum and reward those with no losses.

With HPUD and with SDRMA both boards and employees have worked hard to receive their District of Distinction and their District of Transparency.

I feel I am a good leader with people skills that can accomplish what is necessary to keep a District or JPA moving forward.

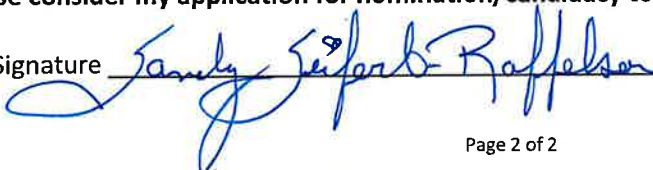
What is your overall vision for SDRMA? (Response Required)

SDRMA Staff and Board work together to bring Special Districts affordable insurance for the pool they serve. By

listening to the needs of all California Special Districts and meeting those needs at a reasonable price that Special Districts can afford. I would continue advocating for these continued efforts and rewarding continue education for all Districts and employees.

I see SDRMA pool continuing for centuries and serving those needs.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/17/2023

2023 Jr. Miss Gold Country Pro Rodeo Queen

To: Chief Surde



~ Thank you so much for helping in my journey to become Junior Miss Gold Country Pro Rodeo Queen. I appreciate the help and I'm very thankful for the patch you have donated. I'm very proud to wear them with honor on hero's night. I will continue to wear them through out my reining royalty!

Sincerely,

Cheyenne Barker



Twin Ridges Elementary School District

Scott Mikal-Heine, Superintendent/Principal

16661 Old Mill Rd.
Nevada City, CA 95959

(530) 265-9052
FAX (530) 265-3049

June 15, 2023

Chief Jason Robitaille
Nevada County Consolidated Fire Department
640 Coyote Street
Nevada City, CA 95959

Dear Chief Robitaille,

Thank you for allowing Capt. Jared McElhannon and his crew to participate in our Water Safety Assembly on Monday, June 12, 2023. We recognize our invitation was at the last minute and do appreciate their efforts to join us with such short notice. Captain Mac and his crew were professional and engaging as they talked with our Transition kindergarten through 8th grade students about the safety hazards the Yuba River presents this summer. We appreciate the support as we reach out to our students, staff, and families in a shared community effort to provide current information and keep our families safe. We appreciate your partnership.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. Mikal-Heine". The signature is fluid and cursive.

Scott Mikal-Heine
Superintendent/Principal
Grizzly Hill School

NEVADA COUNTY
CONSOLIDATED
FIRE DISTRICT

CHIEFS MONTHLY REPORT



JULY 20, 2023
REGULAR BOARD MEETING



PREPARED BY:
Fire Chief Jason Robitaille
Division Chief Patrick Sullivan
Fire Marshal Patrick Mason

NEVADA COUNTY CONSOLIDATED

JUNE

HIGHLIGHTS



ADMINISTRATION

- Nevada County finalized MOU for gap funding to staff Rough & Ready Fire Station #59.
- NCC Fire and PVFD staff orientation trainings - Rough & Ready Station #59



MEETINGS

- Nevada County Ad Hoc Committee Meeting (Robitaille)
- Economic Resource Council Meeting (Robitaille)
- OAC Training with Chief Good (Robitaille)
- Sierra College Presidents Lucheon (Robitaille)
- Outdoor Visitors Safety Fund Round 2 Meeting (Robitaille)
- LAFCo (Robitaille)
- Nevada Irrigation District (Robitaille)
- Nevada County Chiefs Meeting (Robitaille/Sullivan)
- Granite Construction (Robitaille/Sullivan)
- District Battalion Chiefs Meeting (Robitaille/Sullivan)
- Yuba River Cohorts Meeting (Sullivan)
- Law Enforcement Fire Council Meeting (Sullivan)
- Nevada County Animal Control MOU (Sullivan)
- Hansen Brothers 70th Year Celebration Lunch (Sullivan)
- Nevada City Police- Coffee With A Cop (Sullivan)
- Nevada County Evacuation Study Kick-Off Meeting (Sullivan)



NEVADA COUNTY CONSOLIDATED JUNE MONTHLY STATISTICS

Previous Month ▾ Jun 1, 2023 - Jun 30, 2023 ▾

47%

FIRE
Percentage of Total Incidents

53%

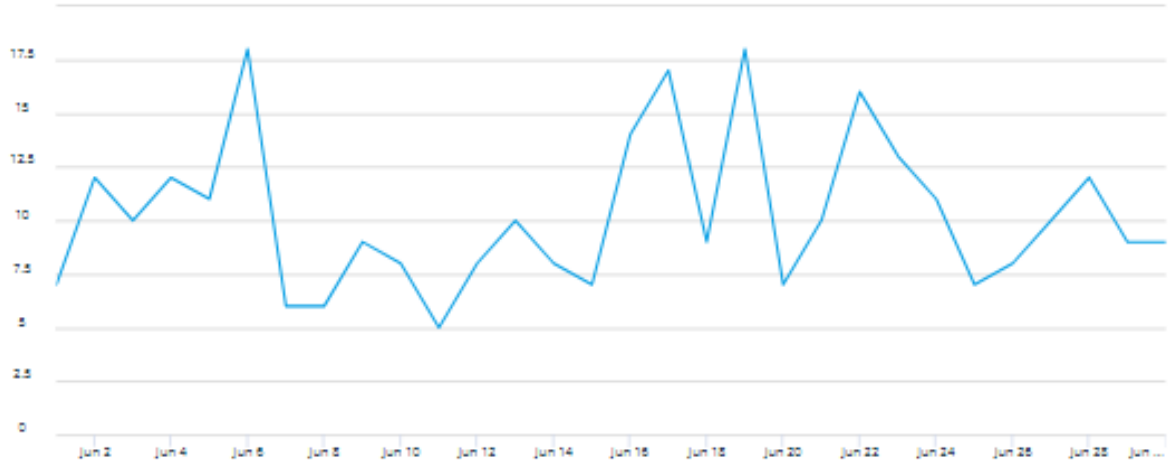
EMS
Percentage of Total Incidents

307

INCIDENTS
In Selected Time Slice

30

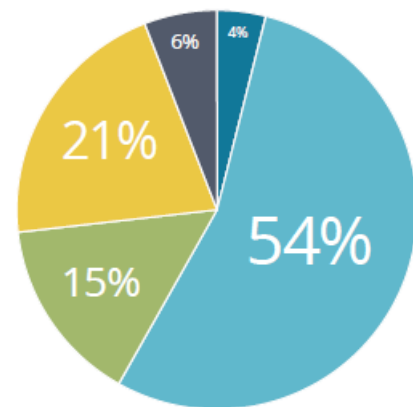
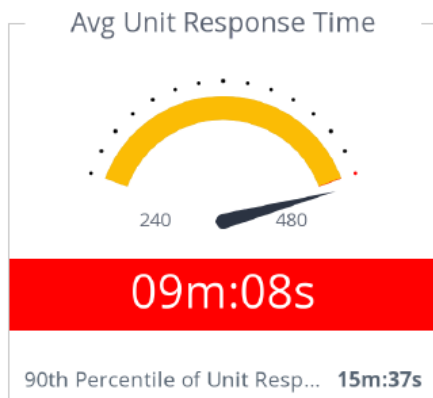
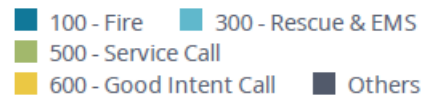
DAYS
In Selected Time Slice



SUPPRESSION

307 CALLS FOR SERVICE

- 9:08 minutes average travel time for first due units
- 12 Vehicle Accidents
- 4 Swift Water Rescues
- 2 Technical Rope Rescues





NEVADA COUNTY CONSOLIDATED
JUNE
FIRE PREVENTION REPORT

Meetings:

- Attended the South County Area MAC / District III Townhall meeting.
- Assisted OES with interviews for temporary DSI positions.
- Captain Tellam and I attended the Sacramento – Sierra Arson Task Force meeting.
- Witnessed the final fire alarm test at Nevada Union High School for the remodel of the band and choir rooms.
- Met with the OES team to discuss and develop a five-year strategic plan for the Defensible Space Inspection program.

Comments:

- I investigated a residential structure fire on George Way – Fire originated under the back deck, spread up the exterior wall and into the attic. The cause is undetermined. This incident took place at 1:30 am, all occupants made it out safely. Suppression crews made an incredible stop which saved a large amount of personal property.
- Captain Tellam investigated a residential structure fire on Raccoon Mountain Road. This house was a total loss and the cause was undetermined.
- Final inspection at the 49 Self Storage for temporary occupancy of the bottom five buildings was completed.
- Captain Tellam and I met with multiple property owners to walk through their properties and discuss defensible space. Letters of clearance were provided for insurance purposes.
- Captain Tellam and I inspected multiple cannabis gardens for Operational Permits.
- Captain Tellam is making great progress with his training in the Department of Fire Prevention. He will be transitioning to the Tuesday – Friday work schedule in July.



18.

**Closed Session
Public Employee Performance
Evaluation: Board Secretary**



19.
Closed Session
Negotiations