

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 AGENDA THURSDAY, MAY 18, 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 Minutes – April 20, 2023
2. 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

3. Discussion and Possible Action, Appoint Applicant to Citizen Oversight Committee.
President Grueneberg
4. Discussion and Possible Action, Fire Prevention Services. **Fire Marshal Mason**
5. Discussion and Possible Action, Resolution 23-04, Transfer \$400,000.00 from Fund 734 to Fund 722. **Admin Svcs. Long**
6. Discussion and Possible Action, Resolution 23-05, Transfer of Funds for Capital Improvements.
Admin Svcs. Long
7. Discussion and Possible Action, Resolution 23-06, Transfer of Funds for Sell Back Reimbursement. **Admin Svcs. Long**
8. Discussion and Possible Action, Audit Services for FYE 22/23. **Administrative Svcs. Long**
9. Discussion and Possible Action, Resolution 23-07, Amended and Restated Joint Powers Agreement of Fire Risk Management Services. **Administrative Svcs. Long**
10. Discussion regarding the 23/24 Fiscal Year Preliminary Budget. **Chief Robitaille**
11. Discussion and Possible Action, Resolution 23-08, Awarding Successful Bidder for HVAC Reconfiguration. **Fleet & Facilities Greene**
12. Discussion and Possible Action, Resolution 23-09, Updating the Job Descriptions for Captain and Battalion Chief. **Division Chief Sullivan**

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.

13. 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.

DRAFT
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 MINUTES April 20, 2023
Regular Meeting held at
11329 McCourtney Road, Grass Valley, CA 95949

NCCFD DIRECTORS

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

STAFF:

Present: Fire Chief Robitaille, Division Chief Sullivan, Fire Marshal Mason, Administrative Services Long and Battalion Chief Davison.

STANDING ORDERS:

President Grueneberg called the meeting to order at 7:00 pm and took roll call, noting all Directors were present. President Grueneberg led in the pledge of allegiance.

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

Per CA Government Code 54954.3

CONSENT CALENDAR

Division Chief Sullivan presented Administrative Services Long with a Life Saving Certificate. NCCFD is grateful for her training, skills and persistence in recognizing what she thought might have been an emergency and following her intuition.

1. Acceptance of Minutes –March 16, 2023
2. Fund Balances, Check History Report and Credit Card History Report

Director Slade-Troutman motioned to accept the consent calendar. Director Hall seconded. **MOTION** passed unanimously.

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Hall, Slade-Troutman

PERSONNEL: Carrington, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg

CONSOLIDATION: Grueneberg, Dorland, Carrington

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Robitaille

Finance – None

Personnel – None

Board Policy & Procedures – None

Consolidation – President Grueneberg to follow-up during Board Discussion

JPA – None

NEW BUSINESS

3. Discussion and Possible Action, Agreement with Robinson Enterprises

Chief Robitaille advised NCCFD has entered into a lease agreement with Robinson Enterprises 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 Robinson Enterprises. Director Garrett seconded. **MOTION** passed unanimously by a roll call vote.

4. Discussion and Possible Action, Memorandum of Understanding with AmeriCorp

Division Chief Sullivan stated the purpose of this MOU is outreach and collaboration with other agencies for in kind vegetation management services provided to NCCFD. NCCFD shall provide housing for the AmeriCorps Red 6 work crew at NCCFD Station 82 (Scotts Flat Road in Nevada City) which begins May 25, 2023 through July 17, 2023. Fire Safe Council shall provide seven crew days (up to 6 people) of work including equipment, fuel, and other supplies to perform vegetation management activities. The estimated value of crew labor, equipment and supplies is \$8,064. Director Dorland motioned to approve the MOU with AmeriCorp. Director Carrington seconded. **MOTION** passed unanimously by a roll call vote.

5. Discussion and Possible Action, Resolution 23-03, Amending the 22/23 Fiscal Year Budget

Chief Robitaille reported that getting near the end of the fiscal year, Staff reviews the budget and amends as necessary. He reviewed and discussed the changes. Director Slade-Troutman motioned to adopt Resolution 23-03, Amending the 22/23 fiscal year budget. Director Carrington seconded. **MOTION** passed unanimously following a roll call vote.

6. Correspondence

President Grueneberg highlighted a thank you card and an e-mail sent to our Administrative Office commending both past and present employees of NCCFD on their dedication to helping the citizens of Nevada County during the storms in early March.

CHIEFS MONTHLY REPORT

Chief Robitaille gave an update to the Rough & Ready Fire District plans. He advised he applied for grant funds through the Outdoor Visitor Safety Fund and was invited to submit a full application for NCCFD Station 82. Chief Robitaille highlighted the partnerships with AmeriCorps and Fire Safe Council. He announced we received our Final ISO Report- the new score will be in effect July 1, 2023. The Chief reminded the Board of the Badge Pinning Ceremony on April 25, 2023. Additionally, he met with District 2 Supervisor, Ed Scofield for Storm Updates. Division Chief Sullivan verbally reviewed his report highlighting that there were 319 calls for service. 6:53 minutes average travel time for first arriving unit.

Fire Marshal Mason verbally reviewed his report, highlighting he met with Nevada County Superintendents Director of School Safety and NCSO regarding school evacuation procedures. He assisted OES with a presentation referencing the Hazardous Vegetation Ordinance. He attended the Nevada County Fire Chiefs Association. He attended the Nevada Union High School emergency lock-down and fire evacuation drill. He went to the Sacramento-Sierra Arson Task Force meeting hosted by the Office of the State Fire Marshal and Bomb Unit. Fire Marshal Mason met with residents on Cedarsong Road, Lower Circle Drive and Honeysuckle Drive for fire insurance inquiries. Lastly, he met with Nevada County Contractors Association, Cannabis Alliance Group and the County of Nevada to discuss changes to Fire Safety Regulations Title 14 taking effect on April 1. He investigated a structure fire in Cascade Shores- cause was electrical due to weather and stated the Nevada County Landfill upgrade project has been approved with a grading permit issued.

***BOARD DISCUSSION**

President Grueneberg briefed the Board on the Penn Valley Fire District filing with LAFCO to annex Rough & Ready Fire. Penn Valley Fire will not annex unless the County of Nevada comes up with funding to staff the station.

7. CLOSED SESSION

No public comment was made for closed session. The Board went into closed session at 7:26 P.M. President Grueneberg reported out of closed session at 8:00P.M. The NCCFD Board named President Grueneberg, Director Dorland and Chief Robitaille as negotiated with nothing to report.

ADJOURNMENT

President Grueneberg adjourned the meeting at 8:00 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
April 2023**

	Fund					Total
	722 Operating	723 Contingency	733 AB1600	734 Special Tax	758 Capital	
Beginning Cash ¹	1,246,252	1,321,736	134,901	11,046	422,040	3,135,975
Revenues	2,423,435	-	5,397	404,125	-	2,832,957
Expenditures	(598,708)	-	-	-	-	(598,708)
Other Inc/Expense	(883)	-	-	-	-	(883)
Other Activity ²	(1,197)	-	463	-	-	(734)
Ending Cash ¹	3,068,899	1,321,736	140,761	415,171	422,040	867,685

¹ Includes Well Fargo

² Reconciling items, prior period adjustments

Nevada County Consolidated Fire District Operating Fund 722

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
Revenues				
4000 · Taxes & Assessments				
4010 · Current Secured	1,464,823	3,478,586	3,661,951	95%
4020 · Current Unsecured	230	58,239	57,942	101%
4030 · Prior Unsecured	52	1,335	2,296	58%
4040 · Supplemental Secured	24,786	125,541	100,000	126%
4050 · Supplemental Unsecured	320	4,602	8,598	54%
4060 · Supplemental Prior Unsecured	2	504	388	130%
4110 · Special Assessment	886,985	2,122,004	2,214,078	96%
4150 · Special Tax of 2012	32	17,797	1,001,388	2%
4151 · Special Tax 2012 (transfer in)		597,000		100%
4230 · State Homeowners		12,368	24,888	50%
4240 · State Public Safety Prop 172	38,007	452,997	448,358	101%
4290 · Other		721		100%
Total 4000 · Taxes & Assessments	2,415,237	6,871,694	7,519,887	91%
4500 · Reimbursements				
4510 · Strike Team		658,317	75,000	301%
4522 · Strike Team Cost Offset		(432,228)		100%
4540 · Vehicle Repair	3,520	6,380	5,000	128%
4550 · Cost Recovery	3,287	24,194	20,000	121%
4690 · Other Reimbursements	60	25,592	23,480	109%
Total 4500 · Reimbursements	6,867	282,255	123,480	
4800 · Other Revenue				
4810 · Inspections & Permits	648	5,565	7,500	74%
4812 · Plan Reviews	432	9,661	12,000	81%
4820 · Interest & Finance Charges	1	32,487	32,000	102%
4830 · Rentals	250	2,740	3,240	85%
4840 · Other Current Services		2,987	3,000	100%
Total 4800 · Other Revenue	1,331	53,440	57,740	93%
Total Revenues	2,423,435	7,207,389	7,701,107	94%

Nevada County Consolidated Fire District Operating Fund 722

April 2023

Expense	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
5000 · Wages & Benefits				
5100 · Wages				
5111 · Chief / Dep. & Div. Chief (2.5)	23,660	294,729	338,478	87%
5113 · Battalion Chief (3)	27,053	289,991	350,039	83%
5114 · Fire Marshal / DFM (2)	11,067	113,590	152,289	75%
5121 · Captains (9)	61,637	731,847	875,804	84%
5122 · Lieutenants (6)	41,477	384,505	467,539	82%
5123 · Firefighter (12)	47,335	520,799	652,987	80%
5131 · Supplemental / Seasonal FF	4,108	127,978	157,277	81%
5132 · PCF / Reserve FF	(800)	4,020	4,800	84%
5141 · Clerical (3)	14,277	149,782	203,691	74%
5145 · Fire Mechanic (1.5)	11,851	120,944	149,089	81%
5151 · Overtime	45,537	460,951	501,048	92%
5153 · Additional Overtime Staffing	2,286	40,405	18,541	218%
5155 · EPSL Overtime		38,110		
5161 · Strike Team		314,304		
5165 · Strike Team Backfill		104,903		
5167 · Strike Team Revenue Offset		(426,050)		
5171 · Holiday Stipend		76,483	80,199	95%
5173 · Vacation / CTO Buy Back	2,669	96,751	115,648	84%
5185 · Directors		2,700	4,500	60%
Total 5100 · Wages	292,157	3,446,742	4,071,929	85%
5500 · Payroll Taxes				
5511 · Medicare Employer Tax	3,778	51,268	61,355	84%
5512 · Soc Security Employer Tax	32	698	887	79%
5521 · SUI Employer Tax	98	5,612	5,637	100%
5526 · Strike Team Revenue Offset		(6,178)		100%
Total 5500 · Payroll Taxes	3,908	51,400	67,879	76%
5700 · Benefits				
5711 · Pension	44,247	1,019,260	1,258,282	81%
5731 · Health Insurance	48,184	531,258	772,464	69%
5735 · Life Insurance	732	10,119	14,400	70%
5751 · Workers Comp Insurance		204,884	228,707	90%
Total 5700 · Benefits	93,163	1,765,521	2,273,853	78%
Total 5000 · Wages & Benefits	389,228	5,263,663	6,413,661	82%

Nevada County Consolidated Fire District Operating Fund 722

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
6000 · Personnel Related				
6010 · Clothing / PPE				
6011 · Uniforms	5,469	23,135	35,080	66%
6021 · Personal Protective Equip	1,702	43,970	51,500	85%
6031 · Safety & PPE (per MOU)		34,813	38,000	92%
Total 6010 · Clothing / PPE	7,171	101,918	124,580	82%
6100 · Food / Meals				
6111 · Meals - Administration	1,940	2,534	1,700	149%
6113 · Meals - Fire	54	364	1,000	36%
6114 · Meals - Interns		450	500	90%
Total 6100 · Food / Meals	1,994	3,348	3,200	105%
6200 · Training / Fitness				
6211 · Wellness Program	27,475	29,089	31,660	92%
6213 · Fitness Program	141	5,430	5,910	92%
6221 · Tuition - Safety Personnel	832	16,370	30,500	54%
6232 · Travel Expense	898	6,335	10,000	63%
6241 · Training Materials		38	2,500	2%
6246 · Public Safety Training Center			1,000	
6261 · Licenses & Certificates	494	1,285	2,500	51%
6271 · Training - Administration		5,321	8,500	63%
Total 6200 · Training / Fitness	29,840	63,868	92,570	69%
Total 6000 · Personnel Related	39,005	169,134	220,350	77%
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones	1,495	15,475	19,260	80%
6521 · Mobile Phones	691	5,592	15,500	36%
Total 6510 · Communications	2,186	21,067	34,760	61%
6550 · Station				
6551 · Supplies & Services - Stations	1,104	14,419	24,760	58%
Total 6550 · Station	1,104	14,419	24,760	58%
6610 · Insurance				
6611 · Liability	33,351	82,446	85,000	97%
Total 6610 · Insurance	33,351	82,446	85,000	97%
6650 · Maintenance				
6681 · Facility Maint & Improvements	21,072	126,187	189,000	67%
Total 6650 · Maintenance	21,072	126,187	189,000	67%
6700 · Medical Supplies				
6716 · EMS Supplies	3,757	18,222	18,500	98%
Total 6700 · Medical Supplies	3,757	18,222	18,500	98%
6750 · Apparatus Equipment				
6751 · Hose	24	323	22,000	1%
6756 · Ladders			1,553	
6761 · Suppression Equip/Small Tools	1,982	4,462	7,500	59%
6766 · Power Tools & Equipment	5,149	7,078	7,902	90%

Nevada County Consolidated Fire District Operating Fund 722

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
6771 · Pump Testing			4,337	
6776 · Mobile Communications	64	4,730	7,685	62%
6781 · Technical Rescue Equip	61	7,159	13,000	55%
6786 · SCBA Repair & Maintenance		2,611	10,500	25%
6796 · Drone		1,000	1,412	71%
6798 · Utility Terrain Vehicle	27	1,286	1,500	86%
Total 6750 · Apparatus Equipment	7,307	28,649	77,389	37%
6800 · Utilities				
6811 · Alarm	165	1,348	1,500	90%
6821 · Electricity / Gas	5,874	58,161	65,000	89%
6831 · Propane	1,882	15,020	13,924	108%
6841 · Trash	262	2,826	3,600	79%
6851 · Water / Sewer	302	8,033	11,487	70%
Total 6800 · Utilities	8,485	85,388	95,511	89%
6900 · Capital Expenditures				
6941 · Admin Office Equipm & Computers	11,648	20,099	27,125	74%
Total 6900 · Capital Expenditures	11,648	20,099	27,125	74%
Total 6500 · Facility & Equipment Related	88,910	396,477	552,045	72%
7000 · Vehicle Related				
7001 · Insurance	11,298	19,716	10,085	195%
7010 · Maintenance				
7011 · Accessories	944	13,693	111,000	
7016 · Batteries	67	980		
7021 · Body	663	9,293		
7026 · Brakes	533	5,315		
7031 · Drive Train	1,647	29,317		
7036 · Pumps	53	4,237		
7041 · Tires	8,980	15,543		
7046 · Tools & Shop Related	64	9,822		
7048 · All Categories for Budget				
7049 · Outside Agency Vehicle Maint		(240)		
Total 7010 · Maintenance	12,951	87,960	111,000	79%
7050 · Fuel				
7051 · Fuel	5,991	70,579	93,447	76%
Total 7050 · Fuel	5,991	70,579	93,447	76%
Total 7000 · Vehicle Related	30,240	178,255	214,532	83%
7500 · General & Admin Related				
7501 · Office Expense				
7502 · Administration	2,258	4,986	4,500	111%
7506 · Board	40	200	1,000	20%
7508 · Computer & Software Expense	1,682	58,507	86,233	68%
7509 · Copier Expense		746	1,200	62%
7511 · Memberships		15,049	16,190	93%
7516 · Mileage Reimbursements		44	100	44%

Nevada County Consolidated Fire District Operating Fund 722

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
7521 · Postage & Delivery		669	1,100	61%
7501 · Office Expense - Other	0	14		100%
Total 7501 · Office Expense	3,980	80,215	110,323	73%
7550 · Professional Services				
7551 · Accounting		14,427	15,000	96%
7556 · Computer & IT Support	1,451	9,788	14,980	65%
7561 · Consultants		10,069	10,000	101%
7563 · Hiring Expense		14,365	11,380	126%
7566 · Legal Expense		25,891	46,675	55%
7571 · Medical Director	1,650	6,600	6,600	100%
Total 7550 · Professional Services	3,101	81,140	104,635	78%
7590 · Publications				
7591 · Legal Notices	99	193	600	32%
7596 · Marketing / Advertising			500	
Total 7590 · Publications	99	193	1,100	18%
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		1,816	1,800	101%
7653 · Investigation Supplies		2,485	4,300	58%
7657 · Inspection Supplies			1,500	
7661 · Prof Svcs / Plan Checks	(625)		2,500	
7663 · Public Education Supplies		1,798	3,100	58%
7665 · Subscriptions / Memberships		812	1,400	58%
7667 · Training		3,440	6,000	57%
7669 · Other Prevention / Law Enforce		1,626	1,500	108%
Total 7650 · Prevention	(625)	11,977	22,100	54%
7800 · JPA				
7831 · Dispatch Charges	43,708	135,925	130,000	105%
7841 · Dues / Administration		12,862	12,862	100%
Total 7800 · JPA	43,708	148,787	142,862	104%
Total 7500 · General & Admin Related	50,263	442,311	506,911	
8500 · Strike Team Non Labor Expenses	1,062	14,055		100%
8510 · Reimbursables & Other				
8519 · Other Expense		133		
Total 8510 · Reimbursables & Other		133		100%
Total Expense	598,708	6,464,028	7,907,499	82%
Fund Over/<Under>	1,824,727	743,361	(206,392)	

Nevada County Consolidated Fire District Operating Fund 722

April 2023

	<u>Apr 23</u>	<u>Jul '22 - Apr 23</u>	<u>Budget</u>	<u>% of Budget</u>
Other Income				
9001 · Grant Revenue				
9001.08 · RFC 7GF21089		7,876		
9001 · Grant Revenue - Other		25,824		
Total 9001 · Grant Revenue		<u>33,700</u>		
Total Other Income		<u>33,700</u>		
Other Expense				
9101 · Grant Expense				
9101.01 · AFG EMW-2019-FG-03486 Radio		16,954		
9101.09 · CA Fire Foundation Comm Veg Red	883	8,015		
Total 9101 · Grant Expense	<u>883</u>	<u>24,969</u>		
Total Other Expense	<u>883</u>	<u>24,969</u>		
Net Other	(883)	8,731		
Net Fund Activity	<u><u>1,823,844</u></u>	<u><u>752,092</u></u>	<u><u>(206,392)</u></u>	

**Nevada County Consolidated Fire District
AB 1600 Mitigation Fund 733**

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
Revenues				
4000 · Taxes & Assessments				
4160 · AB 1600 Mitigation Fees	5,397	92,480	100,412	92%
Total 4000 · Taxes & Assessments	5,397	92,480	100,412	92%
4800 · Other Revenue				
4820 · Interest & Finance Charges		1,496	1,200	125%
Total 4800 · Other Revenue		1,496	1,200	125%
Total Revenues	5,397	93,976	101,612	
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6921 · Apparatus & Equipment		51,803	51,803	100%
Total 6900 · Capital Expenditures		51,803	51,803	100%
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>	5,397	42,173	26,809	
Net Fund Activity	5,397	42,173	26,809	

**Nevada County Consolidated Fire District
Special Tax Fund 734**

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
Revenues				
4000 · Taxes & Assessments				
4110 · Special Assessment		21		100%
4150 · Special Tax of 2012	404,125	960,178	1,010,219	95%
Total 4000 · Taxes & Assessments	404,125	960,199	1,010,219	95%
4800 · Other Revenue				
4820 · Interest & Finance Charges		2,109	1,500	141%
Total 4800 · Other Revenue		2,109	1,500	141%
Total Revenues	404,125	962,308	1,011,719	
Expense				
7500 · General & Admin Related				
7550 · Professional Services				
7561 · Consultants		8,177		
Total 7550 · Professional Services		8,177		
7600 · Special District				
7631 · Nevada County Fees			10,331	
Total 7600 · Special District			10,331	
Total 7500 · General & Admin Related		8,177	10,331	79%
Total Expense		8,177	10,331	79%
Fund Over/<Under>	404,125	954,131	1,001,388	95%
Other Expense				
8700 · Transfers Out				
8722 · Transfer to 722		597,000		
Total 8700 · Transfers Out		597,000		
Total Other Expense		597,000		
Net Other		(597,000)		
Net Fund Activity	404,125	357,131	1,001,388	

**Nevada County Consolidated Fire District
Capital Fund 758**

April 2023

	Apr 23	Jul '22 - Apr 23	Budget	% of Budget
Revenues				
4800 · Other Revenue				
4820 · Interest & Finance Charges		9,216		100%
4850 · Sale Surplus Equipment			60,000	
Total 4800 · Other Revenue		9,216	60,000	15%
Total Revenues		9,216	60,000	15%
Expense				
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones		190		
Total 6510 · Communications		190		
6650 · Maintenance				
6681 · Facility Maint & Improvements		116,388		
Total 6650 · Maintenance		116,388		
6900 · Capital Expenditures				
6911 · Stations			8,000	
6921 · Apparatus & Equipment		301,385	151,249	199%
6931 · Vehicles		46,600	65,000	72%
Total 6900 · Capital Expenditures		347,985	224,249	
Total 6500 · Facility & Equipment Related		464,563	224,249	
7500 · General & Admin Related				
7501 · Office Expense				
7502 · Administration		100		
Total 7501 · Office Expense		100		
7550 · Professional Services				
7561 · Consultants			6,000	
Total 7550 · Professional Services			6,000	
Total 7500 · General & Admin Related		100	6,000	2%
Total Expense		464,663	230,249	
Fund Over/<Under>		(455,447)	(170,249)	
Net Fund Activity		(455,447)	(170,249)	

Nevada County Consolidated Fire District Check History Report

April 2023

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	04/03/2023	257799	AFLAC	763.76
	04/03/2023	34922.65	BLUE SHIELD OF CALIFORNIA	34,922.65
	04/03/2023	V970538	FDAC Employee Benefits Authority	1,304.65
	04/03/2023	V970531	KAISER FOUNDATION HEALTH PLAN	17,306.15
	04/03/2023	970515	SPECIAL DIST RISK MGMT AUTH.	4,441.98
	04/03/2023	257811	STANDARD INSURANCE COMPANY	899.00
	04/03/2023	V970520	AIR EXCHANGE	11,713.11
	04/03/2023	V970554	Big Brand Tire & Service	3,316.65
	04/03/2023	V970552	Column Software	99.40
	04/03/2023	V970547	Daniel L Goldsmith	1,650.00
	04/03/2023	257801	EVERGUARD SYSTEMS	165.00
	04/03/2023	257815	GAETKE MEDICAL CORPORATION	28,050.00
	04/03/2023	257804	GOLDEN STATE EMERGENCY VEHICLE	20.00
	04/03/2023	257769	HBE RENTALS	34.43
	04/03/2023	V970518	HILLS FLAT LUMBER COMPANY	297.65
	04/03/2023	257767	L.N. CURTIS & SONS	776.95
	04/03/2023	257773	LIFE ASSIST INC.	653.51
	04/03/2023	V970519	MISSION LINEN SUPPLY, INC.	126.48
	04/03/2023	V970537	MOTOR ELECTRIC SERVICE CO.	164.22
	04/03/2023	257771	NETWORK DESIGN ASSOCIATES	405.00
	04/03/2023	257776	NID	58.00
	04/03/2023	970526	REED'S LOCKSMITHING	0.00
	04/03/2023	257820	SAC ICE, LLC	6,550.55
	04/03/2023	257780	SUBURBAN PROPANE	562.14
	04/03/2023	257791	UPS	11.60
	04/03/2023	257816	GAETKE MEDICAL CORPORATION	250.00
	04/03/2023	257774	LIFE ASSIST INC.	412.32
	04/03/2023	257777	NID	46.46
	04/06/2023	257873	HSA BANK, DIV. OF WEBSTER BANK	500.00
	04/06/2023	257874	CalPERS 457 Plan (Def. Comp)	1,257.69
	04/06/2023	257942	WILDLAND FF FOUNDATION	132.00
	04/06/2023	V971022	NCCFD - EFTPS (Fed & State Taxes)	23,904.17
	04/06/2023	V971035	NEVADA COUNTY PROF FF ASSN	1,085.00
	04/06/2023	V971041	NATIONWIDE RETIREMENT SOLUTION	6,328.83
	04/06/2023	912281	CalPERS (Retirement)	34,960.08
	04/07/2023	GJE698	Net Pay Pay Period Ending 04/01/23	106,202.04
	04/10/2023	258018	CAL DEPT FORESTRY (ACCTG OFF)	43,708.31
	04/10/2023	258071	Alta Sierra Country Club	443.98
	04/10/2023	258062	ARCH'S AUTOMOTIVE SERVICE	60.75
	04/10/2023	V971265	Big Brand Tire & Service	2,424.71
	04/10/2023	V971171	CAPITOL CLUTCH AND BRAKE, INC.	549.62
	04/10/2023	V971175	ECONOMY PEST CONTROL	134.00
	04/10/2023	258089	GOLDEN STATE EMERGENCY VEHICLE	68.52
	04/10/2023	V971180	HILLS FLAT LUMBER COMPANY	32.23

Nevada County Consolidated Fire District Check History Report

April 2023

Date	Num	Name	Paid Amount
04/10/2023	V971197	HUNT & SONS, INC.	4,523.30
04/10/2023	258041	LIFE ASSIST INC.	427.04
04/10/2023	V971186	RIVERVIEW INTERNATIONAL TRUCKS	275.55
04/10/2023	V971215	ROBINSON ENTERPRISES, INC.	1,122.97
04/10/2023	258055	SUBURBAN PROPANE	463.05
04/10/2023	V971192	WALKER'S OFFICE SUPPLY	66.69
04/10/2023	258063	ARCH'S AUTOMOTIVE SERVICE	60.75
04/10/2023	258105	RIEBES AUTO PARTS	2,091.38
04/17/2023	258314	REED'S LOCKSMITHING	125.00
04/17/2023	258225	AT&T CALNET 3	433.57
04/17/2023	258224	CalCARD (US BANK)	20,746.58
04/17/2023	258222	NID	31.23
04/17/2023	258217	WASTE MANAGEMENT OF NEV. CO.	82.70
04/17/2023	258218	WASTE MANAGEMENT OF NEV. CO.	82.70
04/17/2023	258219	WASTE MANAGEMENT OF NEV. CO.	82.70
04/17/2023	258216	WASTE MANAGEMENT OF NEV. CO.	12.92
04/17/2023	258220	WASTE MANAGEMENT OF NEV. CO.	204.40
04/17/2023	258221	WASTE MANAGEMENT OF NEV. CO.	44.65
04/17/2023	258223	NID	55.58
04/17/2023	258268	ADVANTAGE GEAR, INC.	102.96
04/17/2023	258294	GOLDEN STATE EMERGENCY VEHICLE	49.52
04/17/2023	258269	ADVANTAGE GEAR, INC.	16.09
04/17/2023	V971352	BURTON'S FIRE APPARATUS	1,982.39
04/17/2023	V971378	First Tactical	787.28
04/17/2023	258295	GOLDEN STATE EMERGENCY VEHICLE	1,705.36
04/17/2023	258235	L.N. CURTIS & SONS	5,148.87
04/17/2023	258299	LIGHTHOUSE UNIFORM CO.	4,163.00
04/17/2023	V971346	MISSION LINEN SUPPLY, INC.	126.48
04/17/2023	258244	NETWORK DESIGN ASSOCIATES	11,647.67
04/17/2023	V971367	Reliable Auto Glass Company	235.90
04/17/2023	258243	NETWORK DESIGN ASSOCIATES	506.25
04/20/2023	258316	CalPERS 457 Plan (Def. Comp)	1,107.69
04/20/2023	V971415	NCCFD - EFTPS (Fed & State Taxes)	23,152.89
04/20/2023	V971427	NEVADA COUNTY PROF FF ASSN	1,085.00
04/20/2023	V971434	NATIONWIDE RETIREMENT SOLUTION	6,338.08
04/20/2023	912317	CalPERS (Retirement)	34,744.15
04/21/2023	GJE700	Net Pay Pay Period Ending 04/15/23	102,741.26
04/24/2023	258437	ATWOOD INSURANCE AGENCY	44,649.00
04/24/2023	258439	NID	52.72
04/24/2023	258436	WASTE MANAGEMENT OF NEV. CO.	634.49
04/24/2023	258438	NID	58.00
04/24/2023	V971588	A TO Z SUPPLY	1.61
04/24/2023	V971690	Actuarial Retirement Consulting	1,500.00
04/24/2023	258490	Alta Sierra Country Club	1,712.48
04/24/2023	258495	AUBURN FORD	533.46

Nevada County Consolidated Fire District Check History Report

April 2023

Date	Num	Name	Paid Amount
04/24/2023	258455	B&C ACE HOME & GARDEN CENTER	108.71
04/24/2023	V971586	ECONOMY PEST CONTROL	207.00
04/24/2023	V971592	HILLS FLAT LUMBER COMPANY	110.95
04/24/2023	258471	LIFE ASSIST INC.	904.88
04/24/2023	V971594	MISSION LINEN SUPPLY, INC.	136.00
04/24/2023	258465	NETWORK DESIGN ASSOCIATES	215.00
04/24/2023	V971628	Reliable Auto Glass Company	309.21
04/24/2023	V971599	RIVERVIEW INTERNATIONAL TRUCKS	944.01
04/24/2023	258479	SUBURBAN PROPANE	821.88
04/24/2023	258506	TOTAL ADMIN SVCS (TASC)	280.44
04/24/2023	258492	UPS	17.57
04/24/2023	V971607	WALKER'S OFFICE SUPPLY	39.53
04/24/2023	258454	B&C ACE HOME & GARDEN CENTER	81.35
04/24/2023	258466	NETWORK DESIGN ASSOCIATES	540.00
Total Fund 722:			617,225.48

Nevada County Consolidated Fire District Credit Card History Report

April 2023

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	04/06/2023	BENTON	Mountain Recreation	60.75
	04/06/2023	BENTON	California State EMS Authority	300.00
	04/06/2023	BENTON	B&C ACE HOME & GARDEN CENTER	225.66
	04/06/2023	COOMBE	Haix.com	417.07
	04/06/2023	COOMBE	AMAZON: Station Supplies (St.89)	46.64
	04/06/2023	COOMBE	AMAZON: Station Supplies (St.89)	275.75
	04/06/2023	COOMBE	Sierra College	307.00
	04/06/2023	COOMBE	AMAZON: Station Supplies (St.89)	39.66
	04/06/2023	DAVISON	Grocery Outlet	68.44
	04/06/2023	DAVISON	Gold Flat Gas	64.30
	04/06/2023	DAVISON	AMAZON: Station Supplies (St.84/BC Office)	13.95
	04/06/2023	DAVISON	AMAZON: Station Supplies (St.84/BC Office)	39.32
	04/01/2023	FIN MGR	STREAMLINE	200.00
	04/04/2023	FIN MGR	AT&T Long Distance	41.32
	04/09/2023	FIN MGR	Cloudflare	5.00
	04/11/2023	FIN MGR	COMCAST	406.78
	04/11/2023	FIN MGR	PACIFIC GAS & ELECTRIC CO.	5,873.54
	04/13/2023	FIN MGR	AT&T (Carol Stream)	45.93
	04/17/2023	FIN MGR	COMCAST	136.33
	04/20/2023	FIN MGR	MICROSOFT OFFICE	1,262.00
	04/23/2023	FIN MGR	SMARTER BROADBAND	0.00
	04/23/2023	FIN MGR	OPTIMUM (SUDDENLINK)	26.32
	04/23/2023	FIN MGR	OPTIMUM (SUDDENLINK)	159.45
	04/25/2023	FIN MGR	COMCAST	146.86
	04/26/2023	FIN MGR	VERIZON WIRELESS	691.21
	04/06/2023	GREENE	Pewag Traction Chain, Inc.	410.47
	04/06/2023	GREENE	Rhino USA, Inc.	171.25
	04/06/2023	GREENE	APS Environmental	1,952.25
	04/06/2023	GREENE	DAVID CLARK COMPANY INC.	35.25
	04/06/2023	GREENE	DISH NETWORK	98.81
	04/06/2023	GREENE	SNAP-ON INDUSTRIAL	40.31
	04/06/2023	JACKSON	TC Mailbox Center	24.23
	04/06/2023	JOHNSEN	Sourdough & Co.	40.28
	04/06/2023	JOHNSEN	Raley's	54.75
	04/06/2023	JOHNSEN	Sourdough & Co.	33.29
	04/06/2023	JOHNSEN	Northridge of Nevada City	132.22
	04/06/2023	JOHNSEN	SAFEWAY	81.69
	04/06/2023	LONG	Canva	149.90
	04/06/2023	LONG	Raley's	39.74
	04/06/2023	LONG	AMAZON: Admin Supplies	52.18
	04/06/2023	MARGHERITA	FASTENAL	30.62
	04/06/2023	MASON	STAPLES	11.92
	04/06/2023	MENET	Target	27.59
	04/06/2023	NUNNINK	Raley's	61.26

Nevada County Consolidated Fire District Credit Card History Report

April 2023

Date	Num	Name	Paid Amount
04/06/2023	NUNNINK	SPD MARKET	8.58
04/06/2023	NUNNINK	SPD MARKET	76.49
04/06/2023	NUNNINK	Haix.com	508.37
04/06/2023	NUNNINK	Code 3 Rescue	525.00
04/06/2023	ROBITAILLE	Dutch Bros	54.00
04/06/2023	SERNA	HazMatresource.com	801.15
04/06/2023	SERNA	Gold Flat Gas	68.20
04/06/2023	SERNA	Beach Hut Deli	61.06
04/06/2023	SERNA	SPD MARKET	100.06
04/06/2023	SULLIVAN	Beach Hut Deli	84.74
04/06/2023	SULLIVAN	SAFEWAY	20.07
04/06/2023	SULLIVAN	Starbucks	25.00
04/06/2023	SULLIVAN	RESCUE TRAINING INSTITUTE	16.50
04/06/2023	SULLIVAN	Northridge of Nevada City	58.21
04/06/2023	SULLIVAN	RESCUE TRAINING INSTITUTE	5.50
04/06/2023	SUNDE	Oxford Suites	897.60
04/06/2023	SUNDE	Taqueria El Gaban	56.94
04/06/2023	SUNDE	SAFEWAY	90.41
04/06/2023	TELLAM	SAFEWAY	64.09
04/06/2023	TELLAM	Social Security Administration	100.00
04/06/2023	TREVETHICK	TRACTOR SUPPLY CO	141.04
04/06/2023	WEATHERS	SIERRA-SACRAMENTO VALLEY EMS	86.00
04/06/2023	WILSON	AED Superstore	185.97
04/06/2023	WILSON	SPD MARKET	13.01
04/06/2023	WILSON	AED Superstore	371.96
04/06/2023	WITTER	SIERRA-SACRAMENTO VALLEY EMS	86.00
			18,807.24
		Total Fund 722:	18,807.24

Application for Appointive Position: Citizens' Oversight Committee

Name: SANDY LAFFINS

Mailing Address: 11283 LOWER Circle DR. GRASS VALLEY CA 95949

Physical Address: SAME AS ABOVE ↑

Within Nevada County Consolidated Fire District Boundaries: YES NO

Occupation: Retired - Notary public

Work Phone: 925-413-2248

Home Phone: SAME

Email: SLEBMNS@YAHOO.COM

I. STATEMENT REFLECTING QUALIFICATIONS AND INTERESTS:

I LIVE IN ALTA SIERRA, ON THE BOARD OF ASPOA.
Interests: Community Safety

II. EXPERIENCE IN COMMUNITY SERVICE:

Mobile Notary for Community until I Retired.
Event + coord for ALTA SIERRA Country Club
ASPOA. - Board.

III. AFFILIATIONS WITH TECHNICAL / PROFESSIONAL ORGANIZATIONS:

ASPOA.

IV. BACKGROUND AND EDUCATION:

College in Montana
Notary Signing Agent every 4 years Refreshers

V. DO YOU ANTICIPATE ANY POTENTIAL CONFLICT OF INTEREST AS A MEMBER OF THE CITIZENS' COMMITTEE? * YES NO

*Please Explain:

I HAVE A great Relationship with Most on This Committee.

VI. ADDITIONAL COMMENTS:

I Wish Nevada County Fire to prosper with All That is needed for All of THE Nevada Households. As a Resident I feel if I can help Make us All feel and Live A great life. I'd like to Try My Best.

I hereby certify that all statements made on or in connection with this application, including those regarding my training and experience, are true and complete to the best of my knowledge and belief, and I understand that any misstatements or omissions of material fact herein are cause for dismissal from NCCFD. I also acknowledge that I will be required to file an economic interest disclosure form.

Signature: 

Date: April 24, 2023

A resume or additional information may be attached.

Please return application to Nevada County Consolidated Fire District Administration 640 Coyote Street,
Nevada City, CA 95959.
530-265-4431

Please Note: Names of all applicants for appointive positions may be made public.

A resume or additional information may be attached.



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: NCCFD Board of Directors
From: Fire Marshal Mason, through Fire Chief Robitaille
Date: May 8, 2023
Re: Department of Fire Prevention Staffing

Background:

The Department of Fire Prevention was approved at the February 17th Board of Directors meeting to move forward with a Request for Proposal (RFP) for fire inspection services. The fire district received four (4) proposals from the following companies with the associated hourly amounts calculated out to an annual cost.

Shums Coda Associates - \$200 per hour (16 hours / week) = \$166,400 annually

Bureau Veritas - \$140 per hour (16 hours / week) = \$116,480 annually

CSG Consultants - \$130 per hour (16 hours / week) = \$108,160 annually

BPR Consulting Group – \$115 per hour (16 hours / week) = \$95,680

Additional unknown costs – Mileage, per diem, eight (8) hour minimum days

Staff discussed the advantages and disadvantages of using a contract company to fill the needs of a fire inspector within the prevention department. The two disadvantages that trumped all advantages is the inability to use the contract employee for fire investigations and suppression operations. In the past, the FPO II position was used to assist with immediate need engine staffing, (Employee goes home sick, strike team deployment, water tender operations) and be a designated safety officer. Additionally, the FPO II is a sworn peace officer / fire investigator position.

Future Planning:

The Department of Fire Prevention is in the process of developing a career path for succession planning and future growth of the organization. A non-safety FPO I position description (Lieutenant) has been developed and is attached. We have separated the job titles of FPO II and the Deputy Fire Marshal. The FPO II position description, (Captain) is attached and the Deputy Fire Marshal position description, (Battalion Chief) is currently being developed.

Current Staffing:

The FPO II position was flown to current employees and one letter of interest was received. Captain Robert Tellam was offered and accepted the position on May 8th with a start date of May 15th, 2023. Captain Tellam has 28 years in the fire service in Nevada County and was the shift investigator on the A shift.

Fiscal Impact:

There is little fiscal impact, as the FPO II position was in the amended budget for one month in the 22/23 fiscal year amended budget.



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

POSITION DESCRIPTION

- POSITION:** Division Chief – Fire Marshal
- CLASSIFICATION:** Regular Employee
Non-Classified, Permanent
FLSA Exempt, Management Position
- DEFINITION:** Reports to the Fire Chief
- COMPENSATION:** In accordance with adopted District Wage Schedule

DESCRIPTION:

This is a Division Chief level position, which requires specific skill in the implementation and enforcement of the Fire District's Fire Prevention Programs including inspections, public education, investigation, and law enforcement. May assume the duties of the Fire Chief in his/her absence and in the absence of the Operations Chief.

The position requires designation of the employee as a peace officer in accordance with Section 830.37 of the Penal Code of California and the Personnel Code of the District. May be authorized to carry a firearm in performance of duties.

Oversees and delegates assignments of the Department of Fire Prevention and Public Education Duties. Supervises the Deputy Fire Marshal, Fire Prevention Officer(s) and Fire Inspector(s).

The Fire Marshal shall have the obligation to provide the Fire Chief, in private, the full benefit of his/her honest advice and/or opinion pertaining to proposed or existing policies, procedures and/or decisions. Once final decisions are made, the Fire Marshal shall publicly promote and fully support and sustain the policies, procedures and/or decisions of the Fire Chief, and/or the Board of Directors.

SUPERVISION RECEIVED AND EXERCISED:

Under general direction of the Fire Chief, the Fire Marshal is responsible for the management of the Department of Fire Prevention including supervision, training and development of subordinate personnel, development and supervision of public education, fire investigation, inspection, pre-planning, plan review programs and is responsible the enforcement of applicable laws, codes, regulations and standards related to fire prevention and suppression. The Fire Marshal may perform a range of emergency responsibility duties.

ESSENTIAL DUTIES AND RESPONSIBILITES:

The following duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statement on duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. Each individual in the classification does not necessarily perform all the duties listed. Employees may perform other related duties at an equivalent level as required.

- Supervision, training, development, and evaluation of the performance of subordinate employees;
- Conducts or supervises plan checks of building plans, subdivision maps and fire protection systems. Works closely and cooperatively with builders and developers, other permitting departments and agencies, and elected officials;

- Responsible for the investigation of fires to determine origin and cause. Investigate post blast, bombing and explosion scenes. Responsible for the investigation of crimes involving the use of fire and explosives from the time of initial call until prosecution of the case has been completed;
- Provide training to appropriate personnel in fire prevention, public education, investigation, suppression, and pertinent laws relating to the fire service;
- Prepare budget for area of responsibility. Develop and implement revenue programs to offset the cost of providing service;
- Responds to emergency and non-emergency incidents as needed and may participate on all emergency scene in certified capacity;
- Attends classes and fire related conferences as assigned; makes public presentations; handles public complaints and investigates such complaints;
- Supervises and participates in inspection of buildings for fire safety and hazards. Prepares, plans, and directs pre-fire incident planning;
- Provides administrative and management services which include but are not limited to creation and implementation of policies and procedures, providing program and project management, completing administrative assignments, participation in the budgeting process and supervision of assigned personnel;
- Establishes and maintains, personally and through subordinates, cooperative relationships with the public and media to gain acceptance of and participation in fire prevention programs, home fire inspections, building evacuation drills, and pre-fire planning;
- In the absence of a superior, may be assigned to assume additional responsibility;
- May act as the District's Public Information Officer as directed by the Fire Chief;
- May conduct internal affairs investigation at the direction of the Fire Chief;
- Recommends the adoption of codes, sops or guidelines pertaining to fire prevention;
- Makes formal presentations to the Board of Directors.

MINIMUM QUALIFICATIONS:

Any equivalent combination of education, training, and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of the District. A typical way to obtain the knowledge and skills would be:

Education: Completion of two years of college level course work in a related field.

Experience: A minimum of three (3) years full-time NCCFD Deputy Fire Marshal or equivalent rank within an organized Department of Fire Prevention

Desirable Qualifications:

- Fire Prevention Officer III Certification or current equivalency is highly desirable.
- Fire Investigator II certification or current equivalency is highly desirable.
- Experience in Fire, EMS, and Incident Management.

- A Bachelor's Degree from an Accredited College.
- California State Chief Officer or Chief Fire Officer Certification. Chief Fire Officer designation from the Center for Public Safety Excellence (CPSE) is acceptable.

Special Requirements:

- Fire Protection Specialist or Fire Inspector I & II, or current equivalency, California State Fire Training Certification.
- Fire Investigator I Certification or current equivalency, California State Board of Fire Services.
- Level III Law Enforcement Officer (PC 832) or certification w/in one year of appointment.
- Must possess a valid Class C California Driver's License.
- Possession of a current CPR Card/EMT.
- Computer and writing skills.
- Comprehensive experience in the field of fire prevention.
- Experience in competent management and leadership practices.
- All candidates for this position will be subject to a District approved fitness exam. Fitness for duty exam may be required when appropriate.
- All candidates for this position must pass a standard safety position background investigation.
- Must keep knowledge, skills and education current through seminars, employee development classes or formal education.
- Subject to being called back when off duty.

Knowledge of:

- Fire and building codes, life safety codes and standards;
- Modern fire prevention practices and techniques;
- Extensive knowledge of the streets, water supplies, target hazards and wildland fire risks;
- Training practices and techniques;
- Law, ordinances, and regulations which govern the Fire District;
- Principles, practices, procedures, and equipment used in fighting fires and savings lives and property;
- Principles of hydraulics and chemistry as applied to firefighting;
- Arson investigation;
- Modern principles of supervision;
- Modern administrative, project management and budgetary principles and techniques;

Ability to:

- Adhere to the highest standards of professional conduct. Be forthright, honest and fair in making recommendations, relationships with Board members, relations with the Fire Chief, giving and receiving suggestions and criticisms, carrying out the policies and directions of the Board, admitting mistakes, dealing with the entire staff, respecting the authority of the Board in exercising its legislative function;
- Direct and train subordinates;
- Quickly evaluate risk and implement the appropriate action to mitigate risk in an effective manner;
- Calmly maintain effective management of emergency scene during high stress situations;
- Maintain discipline and high morale;
- Prepare clear and concise reports;
- Communicate effectively both orally and in writing;
- Meet and deal tactfully and effectively with the public;
- Recognize and appraise fire hazards;
- Manage time in an effective manner;
- Operate a variety of automated office machines including smart phone, radio, calculator, copier, fax machine, telephone, and computer;
- Provide instruction and guidance to staff including providing leadership to subordinate staff in addressing identified Fire District needs;
- Promote staff development and motivation including overseeing a program for orientation and training for all employees;
- Encourage and assist staff in the performance of their duties and encourage their professional growth. Participate in the role of mentor for his/her subordinate personnel;
- Assess the work of employees and write performance appraisals;
- Approve the transfer, promotion, or step increase of employees;
- Analyze problems that arise in the areas under supervision and recommend solutions;
- Perform complex tasks during life threatening emergencies;
- Use a variety of clerical, accounting, medical, training and computer tools and supplies;
- Comprehend and correctly use a variety of reference books and manuals as well as informational documents, and maps;
- Apply principles of influence systems such as supervising, instructing, and rational systems such as budgeting;
- Exert a light physical effort in sedentary to light work involving sitting much of the time; periodically involves ability to exert a moderate to considerable amount of force periodically to work in high places,

lift, carry, push, pull or otherwise move very heavy objects;

- Add, subtract, multiply, and divide; calculate decimals, ratios, percentages, and fractions; ability to calculate and apply statistical theory;
- Use independent judgment in frequently non-routine situations involving some period of financial risk in decision making and occasional major risk of injury or death to self, staff or public;
- Prepare typed letters, staff reports, memos, performance appraisals, budgets and a variety of documents using prescribed format and conforming to all rules of punctuation, grammar, diction, and style;
- Communicate effectively with coworkers, labor representatives, general public, legislators, and other political figures verbally and in writing;
- Utilize and interpret basic technical medical, engineering, legal, accounting, mechanics, electrical, personnel and marketing terminology.

Physical Requirements:

- **Mobility:** Frequent work in offices and buildings; occasional moderate to severe amount of physical effort to climb ladders, stooping, bending, squatting, working in high places and in closely confined places;
- **Vision/Talking/Hearing:** Regular reliance on sense of sight, hearing, smell and touch while on fire grounds to aid in assigning duties and maintaining personal safety; color vision sufficient to perform assigned duties safely; visual acuity sufficient to drive vehicles, read blueprints, specifications, fine print and Video Display Terminals; hear well enough to identify mechanical noises, to converse on the radio, telephone, and in person over incident noise;
- **Dexterity:** Occasional performance of a variety of tasks on slippery, hazardous surfaces such as on rooftops or from ladders;
- **Emotional/Psychological:** Occasional work for long periods of time requiring sustained physical and intense concentration; occasional physically demanding work in hot conditions while wearing equipment which significantly impairs body cooling mechanisms; or in wet, icy, or muddy conditions; infrequent exposure to grotesque sights and smells associated with major trauma and burn victims;
- **Driving:** Ability to use fine and gross motor coordination for driving;
- **Potential Exposures:** Occasional work outside in all weather conditions under hazardous conditions and in closely confined areas; exposure to carcinogenic dust or toxic substances, either to inhalation or skin contact; frequently faces exposure to infectious agents such as Hepatitis B or HIV;
- No person shall pose a direct threat to themselves, to the health and safety of other individuals in the workplace, or the public they serve.

Typical Working Conditions:

Incumbents are typically assigned work both in an indoor and outdoor environment which may take place in various types of weather and high temperatures. Work may take place in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces. Work may involve exposure to hazardous and/or carcinogenic materials through inhalation or skin contact and on rare occasions may include

exposure as outlined above. Work will include traveling from site to site in a vehicle.

Pursuant to the ADA and FEHA, the District will provide, upon request, reasonable accommodation to a qualified applicant and/or employee with a disability to allow him/her to perform the essential functions of his/her job, unless the accommodation would create an undue hardship for the District.

Conditional Job Offer Candidate:

I have read and I understand the duties and responsibilities listed above. I agree to execute the tasks in accordance with my employment agreement.

Signature

Date

The Nevada County Consolidated Fire District is fully committed to Equal Employment Opportunity and is committed to an active nondiscrimination program. It is the stated policy of NCCFD that harassment, discrimination, and retaliation are prohibited and that all employees, applicants, agents, contractors, and interns/volunteers shall receive equal consideration and treatment. All terms and conditions of employment, including but not limited to recruitment, hiring, transfer, and promotion will be based on the qualifications of the individual for the positions being filled regardless of gender (including gender identity and expression), sexual orientation, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics/information), age (40 or over), marital status, military and/or veteran status, sex (including pregnancy, childbirth and related medical conditions), or any other classification protected by federal, state, or local law. Please contact the Human Resources Department at least 5 working days before a scheduled examination if you require accommodation in the examination process. Medical disability verification may be required prior to accommodation.



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

POSITION DESCRIPTION

POSITION: Fire Prevention Officer I

CLASSIFICATION: Regular Employee
Classified, Permanent
Non-management

DEFINITION: Reports to Deputy Fire Marshal / Fire Marshal

COMPENSATION: In Accordance with District Wage Schedule

DESCRIPTION:

This is an entry-level, non-management position, which requires specific skills in the implementation and enforcement of the Fire District's fire prevention programs including enforcement of Codes through inspections and public education.

The employee may work with limited supervision and has wide latitude for independent application and judgment of pertinent fire and life safety codes. Work is reviewed by the Fire Marshal through observation, reports, objectives, and results.

DISTINGUISHING CHARACTERISTICS:

This class is distinguished from that of the next higher-level class of FPO II in that the latter has primary responsibility for the enforcement of applicable laws, codes, regulations, and standards relating to fire prevention and suppression. In addition, the latter assists with creating short and long-range programs.

EXAMPLES OF DUTIES:

The following duties are performed by employees in this classification. However, employees may perform other related duties as required. Each individual in the classification does not necessarily perform all duties listed.

1. Enforce fire prevention laws and ordinances; compile evidence and assist in the prosecution of persons charged with violations.
2. Inspects occupancies requiring operations/storage permits and issues such permits.
3. Inspects, evaluates, and grants fire safety clearances for public assembly and state licensed care facilities.
4. Oversee and assist with public education programs as directed by the Fire Marshal.
5. Submit required documentation to Finance to request invoices be created.
6. May be required to attend meetings to represent the District and/or the Department of Fire Prevention.
7. Perform related duties as necessary.

MINIMUM QUALIFICATIONS:

Any equivalent combination of education, training, and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of the district. A typical way to obtain the knowledge and skills would be:

Education: High School diploma or equivalent

Experience: One year part-time or six months full-time experience enforcing federal, state, or local life safety codes and/or ordinances.

Special Requirements:

- Must possess and maintain throughout employment a valid California Class "C" driver's license with a driving record sufficient to be insurable through the District.
- Completion of Fire Inspector 1A – 1D or equivalent within one (1) year of appointment
- Maintain a valid First Aid / CPR certification

Desirable Qualifications:

- Additional course work in Fire Technology or Fire Science curriculum
- EMT Certification

Knowledge of:

- Principles and practices of management necessary to plan, analyze, develop, direct and evaluate fire programs, administrative policies and fire control problems;
- Current research and development in the fields of fire suppression, fire administration, emergency medical services and strategic planning;
- Principles and modern methods of fire administration including organization, negotiation, fiscal management, program planning, implementation and administration;
- Principles, practices and techniques of modern fire suppression, and the ability to apply this knowledge to varied fire control and fire administrative problems;
- Principles, practices and techniques of fire prevention and provisions of local fire code requirements and related ordinances;
- Federal and State laws and typical rules and procedures governing the activities of a fire district serving an extensive wildland urban interface community and rural areas.

Ability to:

- Demonstrate a professional image in any condition with regard to the performance of duties.
- Resolve conflicts in an effective manner to ensure compliance with laws, codes, standards, and ordinances.
- Interact with the public in a tactful, constructive, and assertive manner when required.
- Communicate effectively, both written and orally, in a clear, concise and legible manner.
- Issue written notices that clearly indicate required corrective action.
- Basic computer and math skills.
- The employee is required to have the ability to operate district staff vehicles.

Desirable Qualifications:

- Additional course work in Fire Technology or Fire Science curriculum
- EMT Certification

The employee may have an assigned district vehicle to drive while on duty. It is the responsibility of the employee to maintain the vehicle and to perform daily, weekly, and monthly inspections as necessary.

Conditional Job Offer Candidate:

I have read and I understand the duties and responsibilities listed above. I agree to execute the tasks in accordance with my employment agreement.

Signature

Date

District Representative:

Signature

Date

The Nevada County Consolidated Fire District is fully committed to Equal Employment Opportunity and is committed to an active nondiscrimination program. It is the stated policy of NCCFD that harassment, discrimination, and retaliation are prohibited and that all employees, applicants, agents, contractors, and interns/volunteers shall receive equal consideration and treatment. All terms and conditions of employment, including but not limited to recruitment, hiring, transfer, and promotion will be based on the qualifications of the individual for the positions being filled regardless of gender (including gender identity and expression), sexual orientation, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics/information), age (40 or over), marital status, military and/or veteran status, sex (including pregnancy, childbirth and related medical conditions), or any other classification protected by federal, state, or local law. Please contact the Human Resources Department at least 5 working days before a scheduled examination if you require accommodation in the examination process. Medical disability verification may be required prior to accommodation.



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

POSITION DESCRIPTION

- POSITION:** Fire Prevention Officer II
- CLASSIFICATION:** Regular Employee
Classified, Permanent
Non-management
- DEFINITION:** Reports to Deputy Fire Marshal / Fire Marshal
- COMPENSATION:** In Accordance with District Wage Schedule

DESCRIPTION:

This is a position that requires specific skills in the implementation and enforcement of the Fire District's Fire Prevention Programs including inspections and public education, fire investigation, and law enforcement.

This position may be designated as a Peace officer in accordance with Section 830.37 of the Penal Code of the State of California and the District's Personnel Code for fire investigation purposes. All Peace Officers will be designated as safety employees.

Under the general direction of the Fire Marshal, assists with creating short and long-range programs; perform work relating to fire inspection, prevention, education programs, investigate fire cause, and enforce fire laws.

DISTINGUISHING CHARACTERISTICS:

This class is distinguished from that of the next higher-level class of Deputy Fire Marshal in that the latter has primary responsibility for the enforcement of applicable laws, codes, regulations, standards relating to fire prevention and suppression, and fire investigation. It is further distinguished from that of the next lower class Fire Prevention Officer I, in that the latter has the primary responsibility of assisting with short and long-range programs; performs work relating to fire inspections, prevention, and education programs.

EXAMPLES OF DUTIES:

The following duties are performed by employees in this classification. However, employees may perform other related duties as required. Each individual in the classification does not necessarily perform all duties listed.

1. Enforce fire prevention laws and ordinances; compile evidence and assist in the prosecution of persons charged with violations.
2. Inspects difficult and complex operations, processes, devices, and equipment such as fire protection systems and hydrant distribution systems requiring the inspection or approval of the Department of Fire Prevention.
3. Inspects occupancies requiring operations/storage permits and issues such permits.
4. Provides technical assistance to fire companies.

5. Inspects evaluates, and grants fire safety clearances for public assembly and state-licensed care facilities.
6. Oversee and assist with public education programs as directed by the Fire Marshal.
7. Prepares invoices for Fire Prevention Services as directed.
8. Reviews plans for compliance with applicable codes.
9. Provides technical assistance to fire companies and FPO I inspectors.
10. May be required to supervise others.
11. May perform fire prevention training for the Fire District.
12. May be required to attend meetings to represent the Fire District and/or the Department of Fire Prevention.
13. Prepare monthly reports for the Fire Marshal. May be required to prepare reports for the Fire Chief, Board of Directors, and staff as directed.
14. Perform related duties as necessary.

MINIMUM QUALIFICATIONS:

Any equivalent combination of education, training, and experience which provides the required skills, knowledge and abilities may be considered qualifying at the sole discretion of the district. A typical way to obtain the knowledge and skills would be:

Education: High School diploma or equivalent

Experience: Minimum two (2) years of increasingly responsible fire prevention experience.

Special Requirements:

- Must possess and maintain throughout employment a minimum of a California Class “C” driver's license with a driving record sufficient to be insurable through the district.
- CSFM Fire Inspector I certification or equivalent
- Completion of CSFM Fire Inspector 2A – 2D or equivalent within one (1) year of appointment
- Maintain a valid First Aid / CPR certification

Desirable Qualifications:

- CSFM Fire Investigation 1A
- Additional course work in Fire Technology or Fire Science curriculum
- EMT Certification

Knowledge of:

- Applicable Federal, State, and local laws, fire codes, building codes, ordinances, and standards.
- Building construction methods, vegetation fuel management, public education, fire detection and suppression systems, and proper storage and use of hazardous materials.
- Fire suppression theory, practices, and techniques.

Ability to:

- Demonstrate a professional image in any condition with regard to the performance of duties.
- Resolve conflicts in an effective manner to ensure compliance with laws, codes, standards, and ordinances.
- Interact with the public in a tactful, constructive, and assertive manner when required.
- Communicate effectively, both written and orally, in a clear, concise, and legible manner.
- Issue written notices that clearly indicate required corrective action.
- Basic computer and math skills.
- The employee is required to have the ability to operate district staff vehicles.

The employee may have an assigned district vehicle to drive while on duty. It is the responsibility of the employee to maintain the vehicle and to perform daily, weekly, and monthly inspections as necessary.

Peace Officer status and requirements will be discussed between the employee and supervisor after successful completion of probation.

Conditional Job Offer Candidate:

I have read and I understand the duties and responsibilities listed above. I agree to execute the tasks in accordance with my employment agreement.

Signature

Date

District Representative:

Signature

Date

The Nevada County Consolidated Fire District is fully committed to Equal Employment Opportunity and is committed to an active nondiscrimination program. It is the stated policy of NCCFD that harassment, discrimination, and retaliation are prohibited and that all employees, applicants, agents, contractors, and interns/volunteers shall receive equal consideration and treatment. All terms and conditions of employment, including but not limited to recruitment, hiring, transfer, and promotion will be based on the qualifications of the individual for the positions being filled regardless of gender (including gender identity and expression), sexual orientation, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics/information), age (40 or over), marital status, military and/or veteran status, sex (including pregnancy, childbirth and related medical conditions), or any other classification protected by federal, state, or local law. Please contact the Human Resources Department at least 5 working days before a scheduled examination if you require accommodation in the examination process. Medical disability verification may be required prior to accommodation.



Nevada County Consolidated Fire District

Resolution 23-04

2012 Special Tax Fund Transfer

WHEREAS, the 2023 Special Tax was passed by voters to provide additional operating funds to Nevada County Consolidated Fire District (NCCFD), and

WHEREAS, the tax measure contained the stipulation it would be established as a separate fund in the Nevada County treasury, and

WHEREAS, Nevada County has provided the April 2023 installment of this tax, and has a fund balance of \$415,171.00 as of the writing of this resolution, and

WHEREAS, the Nevada County Auditor-Controller requires the NCCFD Board of Directors to authorize and approve the transfer from the special fund to operating funds.

NOW, THEREFORE, BE IT RESOLVED that the NCCFD Board of Directors, by adoption of this resolution, approves the transfer of \$400,000.00 from the 2012 Special Tax Fund (6734) to operating funds (6722) to cover operating expenses.

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 18th day of May, 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

Resolution 23-05

Transfer of Funds for Capital Improvements

WHEREAS, Nevada County Consolidated Fire District (NCCFD) passed the final budget for fiscal year 2022/23 at the September 15, 2022 regular meeting;

WHEREAS, the 22/23 fiscal year budget reflected a transfer of \$125,000.00 to Capital Replacement Fund (6758) from Contingency Fund (6725);

WHEREAS, this transfer is to assist with the costs of future apparatus purchases;

NOW, THEREFORE, BE IT RESOLVED that the NCCFD Board of Directors, by adoption of this resolution, approves the transfer of \$125,000.00 from Contingency (6725) to Capital Replacement Fund (6758).

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 18th day of May 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

Resolution 23-06

Transfer of Funds for Sell Back Reimbursement

WHEREAS, Nevada County Consolidated Fire District (NCCFD) passed the final budget for fiscal year 2022/23 at the September 15, 2022 regular meeting;

WHEREAS, the 22/23 fiscal year budget reflected a transfer of \$53,000.00 to Operating (6722) from Contingency Fund (6725);

WHEREAS, this transfer covers the costs of the accrued leave amounts paid out to a retiring employee;

NOW, THEREFORE, BE IT RESOLVED that the NCCFD Board of Directors, by adoption of this resolution, approves the transfer of \$53,000.00 from Contingency (6725) to Operating fund (6722).

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 18th day of May 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

640 Coyote Street, Nevada City, CA 95959

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

nccfire@nccfire.com • www.nccfire.com

To: Nevada County Consolidated Fire District Board of Directors
From: Nicole Long, Administrative Services through Fire Chief Robitaille
Date: May 10, 2023
Re: Auditor RFP Results and Recommendations

Background:

After the completion of each fiscal year, Nevada County Consolidated Fire District (NCCFD) is required to have an audit performed by an independent qualified auditor. Three years ago, the district solicited Requests for Proposals (RFP) and selected Fechter & Company to complete our annual audits since that time.

At the February 16, 2023 regular board meeting, staff requested and the board approved to solicit an RFP for audit and SCO reporting services. The RFP was published accordingly, and the district received one proposal by the deadline.

Due to the limited response, staff did not complete an interview. Staff discussed the one bid received and discussed potential options. Staff reached out to Fechter & Company to see if they were willing to complete fiscal year ending (fye) 22/23 audit and SCO reporting for the district and what the cost would be.

The bid received was from Mann, Urrutia, Nelson CPAs & Associates for \$21,500.00 for each of the next fye 22/23, 23/24 and 24/25 audits.

Fechter & Company responded that they would be able to complete the fye 22/23 for \$16,500.00. If needed they could complete the next two years for a 5% increase for each subsequent year.

Recommendation:

Based on the limited response, staff recommends utilizing Fechter & Company for the fye 22/23 audit and attempt to go to bid next year for the 23/24, 24/25 and 25/26 fye audits.

Fiscal Implications:

\$16,500.00



Nevada County Consolidated Fire District

Resolution 23-07

Resolution of the Nevada County Consolidated Fire District Authorizing Participation in and Approving the Amended and Restated Joint Exercise of Powers Agreement of the Fire Risk Management Services Joint Powers Authority

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Nevada County Consolidated Fire is currently a member of FDAC EBA, and the Board of Directors of Nevada County Consolidate Fire finds it in the best interest of Nevada County Consolidated Fire to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the Nevada County Consolidated Fire to pass a resolution expressing the desire and commitment of Nevada County Consolidated Fire to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of Nevada County Consolidated Fire approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and



Nevada County Consolidated Fire District

Resolution 23-07

Resolution of the Nevada County Consolidated Fire District Authorizing Participation in and Approving the Amended and Restated Joint Exercise of Powers Agreement of the Fire Risk Management Services Joint Powers Authority

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Fire Chief or Designee to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable Nevada County Consolidated Fire to continue participating in the joint self-insurance and risk management programs provided by FRMS.

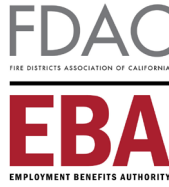
PASSED AND ADOPTED by the Board of Directors as Resolution of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 18th day of May, 2023 by the following roll call:

Ayes:
Noes:
Absent:
Abstain:

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

Attest:

Tricia Bush, Secretary of the Board



TO: FDAC EBA Member Districts
FROM: Carmen Berry, FDAC EBA Executive Director
DATE: March 2, 2023
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly FDAC Employee Benefits Authority)**

The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14:

“This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement.”

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FDAC EBA only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. Electronic Signature - Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. Electronic Signature - Acrobat Sign: electronically access the [Agreement](#), sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Melissa Feltz, FDAC EBA Coordinator
c/o SMA
808 R Street, Suite 209
Sacramento, CA 95811
FAX: (916) 231-2141
mfeltz@firebenefits.org

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Melissa Feltz at (916) 231-2143 or mfeltz@firebenefits.org.

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF FIRE RISK MANAGEMENT SERVICES
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1: **DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

SECTION 3: PURPOSE

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

SECTION 4: MEMBERSHIP

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

SECTION 5:
PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

SECTION 6:
TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

SECTION 7:
POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

SECTION 8:
BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9:
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

SECTION 10:
OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

**SECTION 11:
RESTRICTIONS ON POWER**

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

**SECTION 12:
COMPLIANCE WITH THE BROWN ACT**

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

**SECTION 13:
BYLAWS**

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

SECTION 16: ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

SECTION 17:
SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

SECTION 18:
RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

**SECTION 21:
EXPULSION**

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

**SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION**

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

**SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION**

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

SECTION 24: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

SECTION 27:
NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,
AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 28:
INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

SECTION 30:
MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

SECTION 31:
EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

(Agency Name)

Date: _____

By: _____
Name/Title



Nevada County Consolidated Fire District
Preliminary Budget
Fiscal Year 2023-24
As of May 12, 2023

Page

2	Overview Narrative
3	Operating Fund 722 Budget Recap
4	Budget Summary - Operating Fund 722
11	Budget Summary - Mitigation Fee Fund 733
12	Budget Summary - Special Tax Fund 734
13	Budget Summary - Capital Expenditure Fund 758
14	Budget Summary - All Fund Summary

Preliminary Budget Highlights

Fiscal Year 2023-24

Fund 722 - Operating Fund

- 4010 Current Secured Tax - 3.0% projected increase
- 4110 Special Assessment - 3.0% increase
- 4150 Special Tax 2012 - 3% increase
- 4240 State Aid - Public Safety (Prop 172) - projected
- 4510 Fire Reimbursement - no change
- 51xx Wages - labor negotiation results not included.
- 5711 CalPERS - Unfunded Accrued Liability decrease of \$7,202
- 5751 Workers Comp Insurance - Emod increase 117% to 139%
- 6114 Meals - Interns - 12 interns January to May.
- 6681 Facility Maintenance - includes siding replacement at station 81

Fund 733 - Mitigation Fees

- 6921 Equipment - Installment payments on E86 completed last fiscal year

Fund 734 - Special Tax

Net funds transferred to Fund 722

Fund 758 - Capital Expenditures

- 6911 Station
 - Station 89 Base Radio
 - 88 Interior Remodel
 - 89 Interior Remodel (removed per chiefs)
 - 86 Apparatus Bay
- 6921 Apparatus & Equipment
 - AED Replacements - 6
 - E88 Payments (Aug & Feb)
 - WT 84 Payments (Sep)
 - Teal Golden Eagle UAV
 - R84 Payments
 - New E84
 - Jaws, Full Set E-Tools
- 7561 Consultants

Nevada County Consolidated Fire District
 ~Operating Fund 722 Budget Recap~

	<u>2023-24</u>	<u>2022-23</u>	
	<u>Preliminary Budget</u>	<u>Amended Budget</u>	<u>Through 30-Apr</u>
<u>Revenues</u>			
Taxes & Assessments	7,669,040	7,519,887	91%
Reimbursements	106,480	120,000	235%
Other Revenue	49,940	54,740	93%
Revenue Total	7,825,460	7,694,627	94%
<u>Operating Expenditures</u>			
Wages & Benefits			
Wages	4,074,349	4,071,929	85%
Taxes	64,989	67,879	85%
Benefits	2,257,519	2,273,853	78%
Wages & Benefits Total	6,396,857	6,413,661	82%
Personnel Related	257,802	220,270	76%
Facility & Equipment	632,964	550,545	73%
Vehicle Related	231,234	214,532	83%
Gen & Admin	565,910	506,911	87%
Total Operating Expenditures	8,084,766	7,905,919	82%
Other Income & Expense	-		
Fund 722 Over / <under>	(259,305)	(211,292)	
Seasonal program funded from prior yr	-		
Fund 722 adjusted Over / <under>	(259,305)		
Beginning Cash Balance	2,024,545		
Revenues	7,825,460		
Available Cash	9,850,005		
Expenditures	(8,084,766)		
Other Income & Expense	-		
Transfer Out Capital Expenditures (758)	(125,000)		
Transfer Out Contingency Fund (723)	-		
Ending Cash Balance	1,640,240		
<u>Contingency Fund (723)</u>			
Beginning Cash Balance	1,143,729		
Transfer In Operating Funds (722)	-		
Ending Cash Balance	1,143,729		

Budget Summary for:
~Operating Fund 722~

	<u>FY 2023-24</u>	<u>2022-23</u>		
	<u>Preliminary Budget</u>	<u>Amended Budget</u>	<u>Through 30-Apr</u>	
<u>Revenues</u>				
<u>Taxes & Assessments</u>				
4010 Current Secured (Tax)	3,771,520	3,661,951	95%	3.0% increase
4011 Prior Secured (Tax)	-	-		
4020 Current Unsecured (Tax)	50,012	57,942	101%	
4030 Prior Unsecured (Tax)	1,673	2,296	58%	
4040 Supplemental Secured (Tax)	31,083	100,000	126%	
4050 Supplemental Unsecured (Tax)	8,354	8,598	54%	
4060 Suppl Prior Unsecured (Tax)	307	388	130%	
4110 NCCFD Special Assessr	2,300,699	2,214,078	96%	3.0% increase
4150 Special Tax - 2012	1,042,747	1,001,388	61%	3% increase
4230 State - Homeowners (Tax)	24,888	24,888	50%	
4240 State Aid - Prop 172	437,757	448,358	101%	Same as prior fiscal year
4290 Other	-	-		
	<u>7,669,040</u>	<u>7,519,887</u>	<u>91%</u>	
<u>Reimbursements</u>				
4510 Fire Reimbursement (net)	75,000	75,000	878%	
4520 Prior Year Fire Reimbursement	-	-		
4540 Vehicle Repairs (Non-Tax)	5,000	5,000	128%	
4550 Cost Recovery (Non-Tax)	3,000	20,000	121%	
4690 Reimbursement - Other	23,480	20,000	128%	Includes DSI
Subtotal	<u>106,480</u>	<u>120,000</u>	<u>235%</u>	
<u>Other Revenue</u>				
4810 Inspections/Permits (Prevention)	7,500	7,500	74%	
4812 Plan Review (Prevention)	10,000	12,000	81%	
4820 Interest (Non-Tax)	25,000	32,000	102%	
4830 Rentals (Non-Tax)	4,440	3,240	85%	
4840 Other Current Svcs (Non-Tax)	3,000	-	0%	
4850 Sale: Surplus Equipment (net)	-	-	0%	
4860 Prior Year Revenue (Non-Tax)	-	-	0%	
4870 Other Revenue (Non-Tax)	-	-		
Subtotal	<u>49,940</u>	<u>54,740</u>	<u>93%</u>	
Revenue Total	<u>7,825,460</u>	<u>7,694,627</u>	<u>94%</u>	

Budget Summary for:
~Operating Fund 722~

	FY 2023-24	2022-23	
	Preliminary Budget	Amended Budget	Through 30-Apr
<u>Wages & Benefits</u>			
<u>Wages (staffing level)</u>			
5111 Chief / Deputy Chief (2)	310,957	338,478 (2)	87%
5113 Battalion Chief (2)	350,031	350,039 (2)	83%
5114 Prevention(2)	235,682	152,289 (2)	75%
5121 Captains (9)	872,671	875,804 (9)	84%
5122 Lieutenants (6)	468,475	467,539 (6)	82%
5123 Firefighter (12)	739,305	652,987 (12)	80%
5131 Supplemental/Seasonal	166,421	157,277	
5132 PCF Program	5,500	4,800	84%
5141 Clerical(3)	211,058	203,691 (3)	74%
5145 Fire Mechanic (2)	158,719	149,089 (2)	81%
5151 Overtime & ESPL	369,059	501,048	92%
5153 Additional Overtime Staffing	49,801	18,541	218%
5161 Strike Team	-	-	0%
5165 Strike Team Backfill	-	-	0%
5171 Holiday Stipend	83,572	80,199	95%
5173 Vacation Sell Back	48,596	115,648	84%
5185 Directors	4,500	4,500	60%
Subtotal	4,074,349	4,071,929 (38)	85%
<u>Taxes</u>			
5511 Medicare: Employer Tax	58,645	61,355	84%
5512 FICA: Employer Tax	620	887	79%
5521 SUI: Employer Tax	5,724	5,637	100%
Subtotal	64,989	67,879	85%
<u>Benefits</u>			
5711 CalPERS	1,206,610	1,258,282	81%
5731 Health Insurance	772,464	772,464	69%
5735 Life Insurance	14,400	14,400	70%
5751 Workers Comp Insurance	264,045	228,707	90%
Subtotal	2,257,519	2,273,853	78%
Wages & Benefits Total	6,396,857	6,413,661	82%
% of Revenue	81.7%	83.4%	
Adjusted for seasonal & reserve	78.6%		

Classic
 Safety 24.2%, Misc 17.3%
 PEPRA
 Safety 13.75%, Misc 7.7%
 UAL \$509k
 EMOD 139%

Budget Summary for:
~Operating Fund 722~

	<u>FY 2023-24</u>	<u>2022-23</u>	
	<u>Preliminary</u>	<u>Amended</u>	<u>Through</u>
	<u>Budget</u>	<u>Budget</u>	<u>30-Apr</u>
<u>Personnel Related</u>			
<u>Clothing/PPE</u>			
6011 Uniforms	31,787	35,000	66%
6021 Personal Protective Equipment	64,004	51,500	85%
6031 Safety & PPE (per MOU)	33,990	38,000	92%
Subtotal	129,781	124,500	82%
<u>Food / Meals</u>			
6111 Meals - Administration	3,000	1,700	48%
6113 Meals - Fire	1,000	1,000	36%
6114 Meals - Interns	15,411	500	90%
Subtotal	19,411	3,200	51%
<u>Training / Fitness</u>			
6211 Wellness	34,210	31,660	92%
6213 Fitness	8,300	5,910	92%
6221 Tuition/Licenses	39,050	30,500	54%
6232 Travel	13,000	10,000	63%
6241 Training Materials	1,500	2,500	2%
6246 Public Safety Training Center	1,550	1,000	0%
6261 Mandatory Licenses	2,500	2,500	51%
6271 Admin Training	8,500	8,500	63%
Subtotal	108,610	92,570	69%
Personnel Related Total	257,802	220,270	76%

6 2nd half

Budget Summary for:
~Operating Fund 722~

	<u>FY 2023-24</u>	<u>2022-23</u>	
	<u>Preliminary</u>	<u>Amended</u>	<u>Through</u>
	<u>Budget</u>	<u>Budget</u>	<u>30-Apr</u>
<u>Facility & Equipment</u>			
<u>Communication</u>			
6511 Telephones	23,970	19,260	80%
6521 Cellular Phones	10,000	15,500	36%
Subtotal	33,970	34,760	61%
<u>Station</u>			
6551 Supplies & Services	20,000	24,760	58%
Subtotal	20,000	24,760	58%
<u>Insurance</u>			
6611 Liability & Umbrella	144,130	85,000	105%
6621 Property	-	-	0%
Subtotal	144,130	85,000	105%
<u>Facility Maintenance</u>			
6681 Facility Maintenance & Imp	155,000	189,000	67%
Subtotal	155,000	189,000	67%
<u>Medical Supplies</u>			
6716 EMS Supplies	22,500	18,500	98%
Subtotal	22,500	18,500	98%
<u>Apparatus Equipment</u>			
6751 Hose	22,000	22,000	1%
6756 Ladder	1,500	1,553	0%
6761 Suppression Equip/Small Tools	7,500	7,500	59%
6766 Power Tools	15,100	7,902	90%
6771 Pumps	3,830	4,337	0%
6776 Mobile Communication	38,409	7,685	62%
6781 Technical Rescue Equipment	13,300	13,000	55%
6782 Swift Water Rescue	16,210	-	
6786 SCBA's	17,240	10,500	25%
6796 Drone	2,340	1,412	71%
6798 Utility Terrain Vehicle	8,850		
Subtotal	146,279	75,889	37%

Includes Siding - Station 81

Budget Summary for:
~Operating Fund 722~

	FY 2023-24	2022-23	
	Preliminary Budget	Amended Budget	Through 30-Apr
<u>Utilities</u>			
6811 Alarm	1,630	1,500	90%
6821 Electricity / Gas (PGE)	71,500	65,000	89%
6831 Propane	17,316	13,924	108%
6841 Trash	3,708	3,600	79%
6851 Water / Sewer	8,731	11,487	70%
Subtotal	102,885	95,511	89%
<u>Capital Expenditures</u>			
6911 Station	-	-	
6921 Equipment	-	-	0%
6931 Vehicle	-	-	0%
6941 Admin	8,200	27,125	74%
6951 Other	-	-	
Subtotal	8,200	27,125	74%
Facility & Equipment Total	632,964	550,545	73%
<u>Vehicle Related</u>			
<u>Insurance</u>			
7001 Vehicle Insurance	35,262	10,085	195%
Subtotal	35,262	10,085	195%
<u>Maintenance</u>			
7048 All categories	109,560	111,000	
Subtotal	109,560	111,000	79%
<u>Fuel</u>			
7051 Fuel	86,412	93,447	76%
Subtotal	86,412	93,447	76%
Vehicle Related Total	231,234	214,532	83%

Budget Summary for:
~Operating Fund 722~

	FY 2023-24	2022-23	
	Preliminary Budget	Amended Budget	Through 30-Apr
<u>Gen & Admin</u>			
<u>Office Expense</u>			
7502 Administration	7,000	4,500	111%
7506 Board	750	1,000	20%
7508 Computers	86,233	86,233	68%
7509 Copier	1,500	1,200	62%
7511 Memberships	16,155	16,190	93%
7516 Mileage Reimbursement	150	100	44%
7521 Postage & Delivery	1,100	1,100	61%
7531 Other	-	-	
Subtotal	112,888	110,323	73%
<u>Professional Services</u>			
7551 Accounting	22,900	15,000	96%
7556 Computer	17,120	14,980	65%
7561 Consultants	22,000	10,000	101%
7563 Hiring	10,470	11,380	126%
7566 Legal	51,675	46,675	55%
7571 Medical Director	6,600	6,600	100%
Subtotal	130,765	104,635	78%
<u>Publications</u>			
7591 Legal Notices	600	600	32%
7596 Marketing/Advertising	500	500	0%
Subtotal	1,100	1,100	18%
<u>Special District</u>			
7611 Election	-	30,000	108%
7621 LAFCo Budget Share	6,663	6,663	85%
7631 Nevada County Fees	84,389	89,228	92%
7641 Other	-	-	
Subtotal	91,052	125,891	95%

Negotiations included

Budget Summary for: ~Operating Fund 722~	FY 2023-24	2022-23	
	Preliminary Budget	Amended Budget	Through 30-Apr
<u>Prevention</u>			
7651 Code purchases	1,800	1,800	101%
7653 Investigation supplies	4,300	4,300	58%
7657 Inspection supplies	1,500	1,500	0%
7661 Professional Svcs/Plan checks	2,500	2,500	0%
7663 Public Education supplies	6,000	3,100	58%
7665 Subscriptions/Memberships	3,000	1,400	58%
7667 Training	9,000	6,000	57%
7669 Other	3,500	1,500	108%
Subtotal	31,600	22,100	54%
<u>JPA</u>			
7831 Dispatch Charges	185,000	130,000	105%
7841 JPA Expense Allocation	13,505	12,862	100%
Subtotal	198,505	142,862	104%
Gen & Admin Total	565,910	506,911	87%
Total Operating Expenditures	8,084,766	7,905,919	82%
	-	-	
<u>Other Income & Expense</u>			
9101 Grant Expense	-		
Fund 722 Over / <under>	(259,305)	(211,292)	

Budget Summary for: ~Mitigation Fee Fund 733~	FY 23-24	2022-23	
	Preliminary Budget	Amended Budget	Through 31-May
Revenues			
4160 Mitigation Fees	125,000	100,412	92%
4820 Interest	1,500	1,200	125%
Revenue Total	126,500	101,612	110%
Expenses			
6911 Structure & Improvements	-	0	0%
6921 Equipment	-	51,803	100%
7561 Consultants	-	23,000	0%
Expense Total	-	74,803	99%
Fund 733 Over / <under>	126,500	26,809	
Beginning Cash	145,965	0	
Fund 733 Over / <under>	126,500	0	
Ending Cash	272,465	0	

Budget Summary for: ~Special Tax Fund 734~	FY 2023-24	2022-23	
	Preliminary Budget	Amended Budget	Through 31-May
Revenues			
4150 Special Tax 2012	1,041,058	1,010,219	95%
4820 Interest	2,100	1,500	141%
Revenue Total	1,043,158	1,011,719	94%
Expenses			
7631 Special District Fees	10,411	10,331	79%
Expense Total	10,411	10,331	93%
Fund 734 Over / <under>	1,032,747	1,001,388	95%
Beginning Cash	0		
Fund 734 Over / <under>	1,032,747		
Transfer Out	(1,042,747)		
Ending Cash	10,000		

Budget Summary for: ~Capital Expenditure Fund 758~	FY 2023-24	2022-23	
	Preliminary Budget	Amended Budget	Through 31-May
Revenues			
4820 Interest		9,216	100%
4830 Equipment Rental		0	
4850 Sale of Surplus Property	60,000	60,000	0%
Revenue Total	60,000	69,216	15%
Expenses			
6911 Station	545,500	8,000	0%
6921 Equipment	427,355	151,249	199%
6931 Vehicles	0	65,000	72%
7561 Consultants	6,000	6,000	0%
Expense Total	978,855	230,249	90%
Fund 758 Over / <under>	(918,855)	(161,033)	
Beginning Cash	430,940		
Transfer in from 722	125,000		
Fund 758 Over / <under>	(918,855)		
Ending Cash	(362,915)		

Detail

<u>Acct</u>	<u>Amount</u>
6921 AED Replacements	19,500
Jaws E86	40,000
Bullard Camera	10,000
R84 Payments	59,819
E88 Hose & Equipment	55,000
E88 K12 Saw	2,000
E88 Payments	133,729
	320,048

Budget Summary for:
~All Fund Summary~
FY 2023-24

	722 Operating	723 Contingency	733 AB1600	734 Spec Tax	758 Capital	Total
Beginning Balance	2,024,545	1,143,729	145,965	-	430,940	3,745,179
Receipts	6,782,713		126,500	1,043,158	60,000	8,012,371
Special Tax	1,042,747			(1,042,747)		-
Expenditures	(8,084,766)		-	(10,411)	(978,855)	(9,074,031)
Change for Fiscal Year	(259,305)	-	126,500	(10,000)	(918,855)	(1,061,660)
Other Income & Expense	-					-
Transfers						
Contingency	-	-				-
Equipment Fund	(125,000)				125,000	-
Ending Balance	1,640,240	1,143,729	272,465	(10,000)	(362,915)	2,683,519



Nevada County Consolidated Fire District

Resolution 23-08

Accepting the Bid from the Winning Bidder for the HVAC Reconfiguration at Station 84 and Designating an Agent to Sign Bid Documents on Behalf of the District

WHEREAS, the Nevada County Consolidated Fire District Board of Directors (Board) of Nevada County Consolidated Fire District (NCCFD or The District) has identified funding in fund 722 account 6681 to reconfigure the HVAC system at Station 84, 640 Coyote Street, Nevada City, CA, and;

WHEREAS, following the NCCFD Purchasing Policy, _____ bids were received by the specified deadline of May 16, 2023 at 3:00 p.m. at 640 Coyote Street, Nevada City, CA 95959; and

WHEREAS, after review, Staff determined that _____, had the lowest, responsible bid in the amount of \$ _____; and,

WHEREAS, the Board of Directors designates Fleet and Facilities Supervisor Kevin Greene, as the agent to sign on behalf of the District, all documents required to complete the project at Station 86.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District hereby approves the HVAC reconfiguration at station 84 and accepts the winning bidder, _____, with their winning bid of \$ _____.

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 18th day of May 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

Resolution 23-09

Updating the Job Descriptions for Battalion Chief and Captain

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

WHEREAS, the Board of Directors of the Nevada County Consolidated Fire District has approved the job descriptions for the following positions within the district as follows:

- Battalion Chief, Safety
- Captain, Safety

WHEREAS, the attached Exhibit A defines, in detail, the job descriptions within the fire district, as approved by the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District hereby wishes to include the updated job descriptions.

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 18th day of May, 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

11329 McCourtney Road, Grass Valley, CA 95949

(530) 273-3158 FAX (530) 273-1780

nccfire@nccfire.com • www.nccfire.com

POSITION DESCRIPTION

POSITION: Fire Captain

CLASSIFICATION: Regular Employee
Classified, Permanent
Non-Management Position

SUPERVISOR: Reports to Battalion Chief

COMPENSATION: Based on current MOU

DESCRIPTION:

Under general direction Battalion Chief, to command a firefighting company and provide direction and supervision to subordinates, typically, Engineers / Lieutenants and Firefighter(s); provide leadership for, and train, inspect and evaluates subordinates; perform all related work as required.

DISTINGUISHING FEATURES

This class is the first line working supervisor of the Fire District, and is directly responsible for assigned personnel discipline, safety, performance and training; for the condition of fire apparatus and equipment; and for the overall emergency readiness of a fire company and stations. Supervision is exercised by leading assigned personnel to direct their work; the work may involve considerable physical exertion, and risk to health and safety. This class differs from the higher rank of Battalion Chief because the Battalion Chief is primarily an overhead position and is responsible for specialized firefighting work which includes investigation, management of personnel and equipment. It is further distinguished from the next lower class of Engineer / Lieutenant because the Engineer / Lieutenant is not responsible for the fire station and is supervised by the Captain.

EXAMPLE OF DUTIES:

NOTE: The following are duties performed by employees in this classification. However, employees may perform other related duties as required. Each individual in the classification does not necessarily perform all duties listed.

1. Responds to emergency calls and fire alarms and directs the route to be taken. If the first company to arrive, the captain evaluates the situation and decides if additional companies are needed and, if so, informs communications of his/her decision, then selects and applies the best method of handling the situation until relieved of command by a superior officer.
2. Supervises his/her crew in rescue, administering of first-aid, placement of fire apparatus, hose evolutions, direction and pressure of water streams, placing of ladders, ventilating buildings, and placing of salvage covers; directs the overhaul, and clean up after a fire; conducts preliminary investigation of cause and origin.
3. Lays hose lines and supply lines; ventilates buildings to release heat and smoke; places salvage

covers to prevent water damage; overhauls and cleans up after a fire; checks for fire extension and to prevent rekindling. May establish wildland fire lines by cutting, scraping and shoveling.

4. Ensures that assigned District equipment is returned to its proper place before leaving the emergency scene. On arrival at the fire station, supervises the cleaning, servicing, and return to in-service status of apparatus and equipment.
5. Supervises the cleaning and maintenance of station quarters and grounds. Conducts drill evaluations; conducts roll call; reads and transmits orders and information; Assures a proper state of readiness by supervising assigned drills and training sessions to increase proficiency and maintains a high state of company conduct, discipline, and morale, taking corrective action to maintain said conditions.
6. Prepares performance evaluations and counseling of assigned personnel.
7. Using a computer, keeps a daily log of company activities; submits reports on emergency, non-emergency and EMS incidents, drills, apparatus inspections, supplies, station inspections, target hazards, and personnel performance. May have responsibilities for scheduling.
8. Is held accountable for the overall condition of the station, its maps, grounds, inventory reports.
9. Studies and becomes familiar with district streets, terrain, fire hydrants, auxiliary water supplies, sprinkler systems, building occupancy and its contents; the location of gas and electric motor shut-offs, freezing units, auxiliary alarms and panels.
10. Maintains level of physical condition to perform duties.
11. Schedules, supervises or participates in: Fire inspections as directed; pre-fire plans, target hazards; school fire drills; conducts station visits by schools; and participates in public education.
12. Is subject to emergency call-back while off duty.
13. Participates and meets the minimum District training programs and requirements.

MINIMUM QUALIFICATIONS:

Candidate must maintain minimum qualifications as written in Firefighter/Operator and Lieutenant Position Descriptions.

- 5 years full time experience (including 3 years with NCCFD).
- 2 years as an Engineer/ Lieutenant with NCCFD (probation included), or 3 years combined as an Acting Engineer / Lieutenant / Engineer / Lieutenant with NCCFD. Candidate must be on current promotional list.
- CSFM Fire Officers Certificate and / or Company Officer Certification.
- S-290 (Classroom) Intermediate Wildland Fire Behavior
- S-330 Task Force / Strike Team Leader

Desirable Qualifications:

- Rescue Systems I
- S-390 Intermediate Fire Behavior
- S-404 Safety Officer (All-Risk)
- Chief Fire Officer 3A Human Resources Management
- Chief Fire Officer 3B Budget and Fiscal Responsibilities
- Chief Fire Officer 3C General Administrative Functions

- Chief Fire Officer 3D Emergency Service Delivery Responsibilities
- Chief Officer (old certification)
- A.S. Degree

KNOWLEDGE AND ABILITIES: (in addition to Firefighter Operator and Engineer / Lieutenant):

Note: The level and scope of the following knowledge and abilities are related to duties listed under the “Examples of Duties” section of this Job Description.

Knowledge of:

- Working knowledge of the practices, procedures and equipment used in fighting fires and saving lives/property.
- The operations and maintenance of fire and rescue apparatus and equipment.
- Laws, rules and regulations which govern the Fire District.
- Hazardous and flammable materials.
- Effective methods of crowd control, building evacuation techniques, and traffic rules/
- Principles of hydraulics and chemistry as applied to firefighting.
- District topography.
- Operation and basic maintenance of fire pumping equipment and related apparatus.
- Working knowledge of modern firefighting methods.
- Fire prevention and safety principles and methods.
- General knowledge of departmental rules, regulations, policies, codes and ordinances; modern first-aid techniques.
- Basic building construction and basic fire chemistry.
- Common office practices, including copying, typing and basic computer operations.

Ability to:

- Supervise personnel and equipment under emergency conditions effectively.
- Appraise an emergency situation and initiate an effective course of action quickly.
- Maintain discipline and high morale.
- Handle varying amounts of workload and stress effectively.
- Establish and maintain effective working relationships with other employees and the public.
- Know the names of streets and the location of water mains, fire hydrants and fire hazards in the Fire District.
- Prepare clear, concise reports, evaluations and communications using a computer.
- Perform shift work.

Conditional Job Offer Candidate:

I have read and I understand the duties and responsibilities listed above. I agree to execute the tasks in accordance with my employment agreement.

Signature of Appointee

Date

Signature of Chief

Date

The Nevada County Consolidated Fire District is fully committed to Equal Employment Opportunity and to attracting, retaining, developing and promoting the most qualified employees without regard to their race, gender, color, religion, sexual orientation, national origin, age, disability, veteran status or any other characteristic prohibited by state or federal law. We are dedicated to providing a work environment free from discrimination and harassment, and where employees are treated with respect and dignity.



Nevada County Consolidated Fire District

11329 McCourtney Road, Grass Valley, CA 95949

(530) 273-3158 FAX (530) 273-1780

nccfire@nccfire.com • www.nccfire.com

POSITION DESCRIPTION

POSITION: Battalion Chief

CLASSIFICATION: Regular Employee
Classified, Permanent
Management Position

SUPERVISOR: Reports to Operations- Division Chief

COMPENSATION: Based on current MOU

DESCRIPTION:

Under general direction of the Operations Chief, is responsible for fire suppression and performs a range of firefighting and related duties. This position operates under the general direction of the Operations Chief and is responsible for the supervision of the District's fire station operations in relation to the Shift they are assigned including accountability and discipline of assigned personnel. This position requires a high degree of discipline, which allows duties to be performed with a degree of independence within established policies and procedures.

WORK SCHEDULE:

Shift Battalion Chiefs are required to work 48/96 schedule and are assigned to the oversight and supervision of one of three identified shift platoons.

DISTINGUISHING FEATURES:

This class is distinguished from that of the next higher-level class of Operations Chief in that the latter has primary responsibility for personnel oversight and operation of the Fire District. It is further distinguished from that of the next lower rank of Fire Captain in that the latter has responsibility typically for a station, which includes the supervision of Engineer / Lieutenant and Firefighters as assigned.

DUTIES AND RESPONSIBILITIES:

NOTE: The following are duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all duties listed.

1. Directs the activities of the Fire District personnel at assigned stations.
2. Responds to emergency and non-emergency incidents; takes command, and determines resources required. Makes decisions as to the most efficient and safe methods of incident management until relieved of command by a superior officer.
3. Supervises, directs, delegates incident controls and may participate in all emergency scene tasks.
4. Attends classes and fire related conferences as assigned.

5. Makes public presentations; handles public complaints and investigates such complaints under the direction of the operations Chief.
6. Supervises the inspection of buildings for fire safety and hazards. Prepares, plans, and directs pre-fire incident planning.
7. Ensures that a preventative maintenance program for the stations and equipment is maintained; assists in maintaining inventories and assists in the purchase of supplies and equipment.
8. Provides support to administration and management services which include but are not limited to: creation and implementation of policies and procedures to recommend to the Chief, providing program and project management, completing administrative assignments, participation in the budgeting process and supervision of assigned personnel.
9. Submits reports, as required, showing the status of personnel, apparatus, quarters, and equipment.
10. Establishes and maintains, personally and through subordinates, cooperative relationships with District citizens to gain acceptance of and participation in fire prevention programs, home fire inspections, building evacuation drills, and pre-fire planning.
11. Subject to emergency re-call when off duty.
12. Collateral Duties as assigned in the areas of Operations, Administration, Training and Prevention.
13. Shift Battalion Chiefs are exempt from residency requirements for Chief Officers as defined in the District Personnel Code.

Experience:

Minimum eight (8) years of increasingly responsible fire suppression and prevention experience in an organized fire district/department including a minimum of 3 years (probation included) as a full-time NCCFD Captain and;

MINIMUM QUALIFICATIONS:

Candidate must maintain minimum qualifications as written in Firefighter/Operator, Engineer/Lieutenant and Captain Position Descriptions.

- Computer and writing skills.
- Extensive experience in fire, EMS and incident management.
- Experience in competent management and leadership practices.
- Education: Completion of a minimum 45 units from an accredited college.

Effective January 1, 2023, the minimum qualifications will include the following:

- Chief Fire Officer 3A Human Resources Management
- Chief Fire Officer 3B Budget and Fiscal Responsibilities
- Chief Fire Officer 3C General Administrative Functions
- Chief Fire Officer 3D Emergency Service Delivery Responsibilities
- The completion of Chief Fire Officer position task book, one year from date of appointment.

-OR-

- Chief Fire Officer

-OR-

- Chief Officer (old certification)

- An Associates degree from an accredited college
- S-330 Strike Team Leader, Engine (All-Risk)
- S-390 Introduction to Wildland Fire Behavior Calculations
- S-404 Safety Officer (All-Risk)

Desirable Qualifications:

- Executive Chief Fire Officer Courses
- Bachelor's degree

KNOWLEDGE AND ABILITIES:

Note: The level and scope of the following knowledge and abilities are related to duties listed under the "Examples of Duties" section of this Job Description.

Knowledge of:

- Modern fire prevention practices and techniques.
- Extensive knowledge of streets, water supplies, target hazards and wildland fire risks.
- Training practices and techniques.
- Law, ordinances, and regulations which govern the Fire District.
- Principles, practices, procedures and equipment used in fighting fires and saving lives and property.
- Operation and maintenance of fire and rescue apparatus and equipment, coupled with the ability to supervise its effective application and use.
- Principles of hydraulics and chemistry as applied to firefighting.
- Arson investigation.
- Modern principles of supervision.
- Modern administrative, project management, budgetary principles and techniques and computers.

Ability to:

- Direct and train subordinates.
- Quickly evaluate risk and implement the appropriate action to mitigate risk in an effective manner.
- Develop command and calmly maintain effective management of emergency scene during high stress situations.
- Maintain discipline and high morale.
- Prepare clear and concise reports using a computer.
- Communicate effectively both orally and in writing.
- Meet and deal tactfully and effectively with the public.
- Recognize and appraise fire hazards.
- Manage time in an effective manner.

Conditional Job Offer Candidate:

I have read and I understand the duties and responsibilities listed above. I agree to execute the tasks in accordance with my employment agreement.

Signature of Appointee

Date

Signature of Chief

Date

The Nevada County Consolidated Fire District is fully committed to Equal Employment Opportunity and to attracting, retaining, developing and promoting the most qualified employees without regard to their race, gender, color, religion, sexual orientation, national origin, age, disability, veteran status or any other characteristic prohibited by state or federal law. We are dedicated to providing a work environment free from discrimination and harassment, and where employees are treated with respect and dignity.

NEVADA COUNTY
CONSOLIDATED
FIRE DISTRICT

CHIEFS MONTHLY REPORT



MAY 18, 2023
REGULAR BOARD MEETING



PREPARED BY:

Fire Chief Jason Robitaille
Division Chief Patrick Sullivan
Fire Marshal Patrick Mason

NEVADA COUNTY CONSOLIDATED

APRIL

HIGHLIGHTS



ADMINISTRATION

- Badge Pinning & Recognition at Alta Sierra Country Club
- Seasonal Firefighter Interviews with BC Davison and BC Sunde.
- Needs Assessment Review and Comments with Senior Staff
- PG&E Gas Transmission Project Overview and Timelines.
- Chief addressed the Lake Vera Round Mountain Fire Wise Committee.
- Future partnership discussion with PVFD.
- ASPOA Thank the First Responders Event- May 20, 2023



MEETINGS

- Rob Wood- AIPC Principal Planner (Robitaille)
- Greg Anderson- ESO (Robitaille)
- Millennium Planning (Robitaille)
- Rough & Ready Dissolution Workshop (Robitaille)
- Citizens Oversight Committee (Robitaille)
- John Paye, Banner Mountain Project (Robitaille)
- PHFD- Partnership (Robitaille)
- CAL OES- SWT and Special Operations (Robitaille)
- PVFD & Rough and Ready Consolidation Meeting (Robitaille)
- Nevada County Chiefs Meeting (Robitaille/Sullivan)
- District Battalion Chiefs Meeting (Robitaille/Sullivan)
- Law Enforcement Fire Council Meeting (Robitaille/ Sullivan)
- CISM Team Response (Sullivan)



NEVADA COUNTY CONSOLIDATED

APRIL

MONTHLY STATISTICS

06:16

MM:SS
Average First
Apparatus Travel Time

11:37

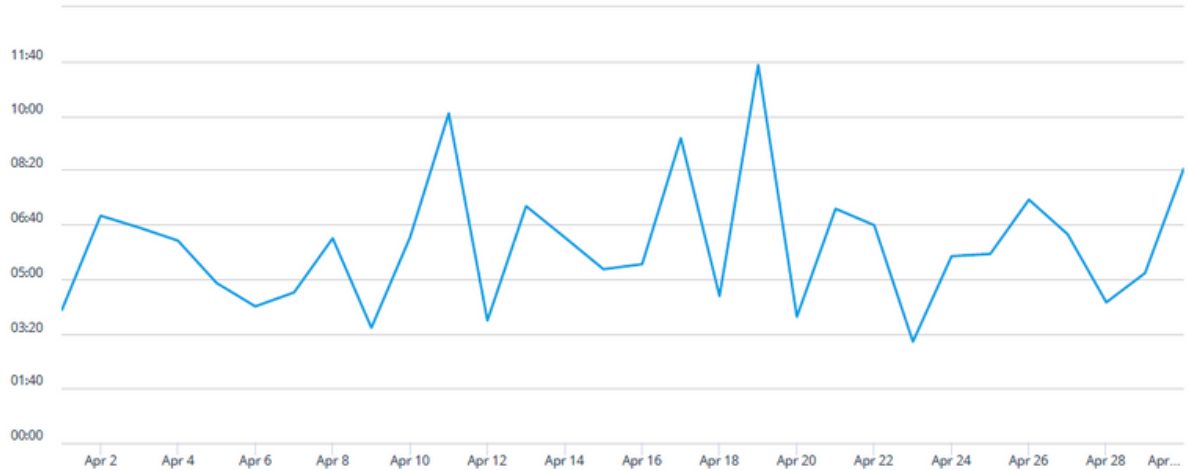
MM:SS
90th Percentile First
Apparatus Travel Time

30

DAYS
In Selected Time Slice

213

INCIDENTS
In Selected Time Slice



41%

FIRE
Percentage of Total
Incidents

59%

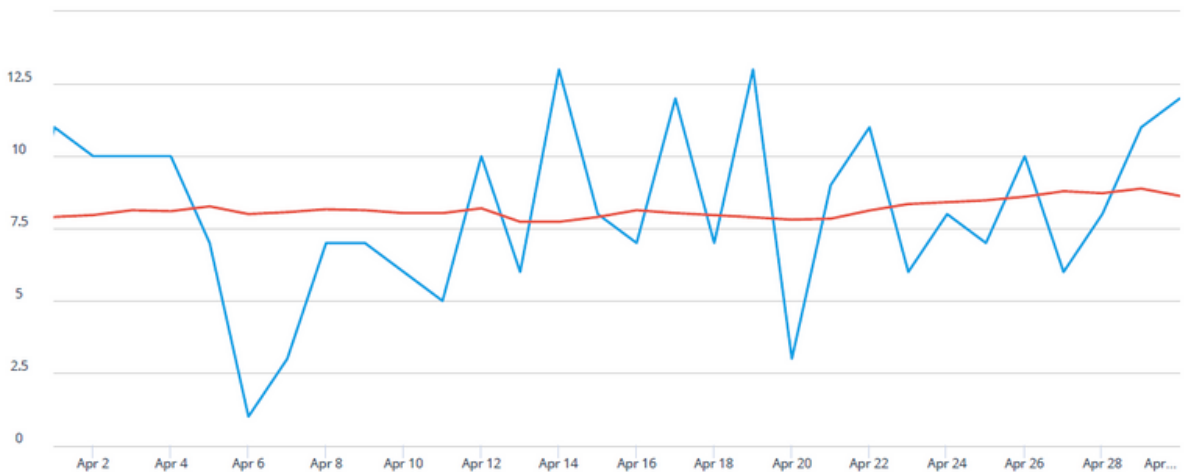
EMS
Percentage of Total
Incidents

244

INCIDENTS
In Selected Time Slice

30

DAYS
In Selected Time Slice



SUPPRESSION

244 CALLS FOR SERVICE

- 41% FIRE / 59% EMS - 244 CFS
- 6:16 minutes average travel time for first due units



NEVADA COUNTY CONSOLIDATED
APRIL
FIRE PREVENTION REPORT

Meetings:

- Met with OES to discuss moving a hazardous vegetation case forward for abatement.
- Attended the Nevada County Fire Chiefs Association breakfast.
- Met with Nevada County Code Compliance to develop a new workflow for Annual Cannabis Permits.
- Met with Local 3800 to discuss staffing for the Department of Fire Prevention and review the FPO II position description.
- Myself and E-88, (Captain Menet, FF Graves) met with the Lakewood Lane Fire Wise Community to discuss wildfire preparedness.
- Attended the Sacramento- Sierra Arson Task Force meeting at Davis Fire.
- Admin meeting with PG&E to discuss the Gas Transmission Project and associated mitigation factors. This project is located at Rough and Ready Highway and Adams Ave.

Comments:

- Assisted OES with interviews for a Supervising Defensible Space Inspector position.
- E-88 attended the Forest Springs Mobile Home Park wildfire preparedness event and provided fire extinguisher training for the residents.



13.

Closed Session