

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
Barry Dorland, Vice President
Tom Carrington
Spencer Garrett
David Hanson
Patricia Nelson
Marianne Slade-Troutman

STAFF

Jim Turner, Fire Chief
Jerry Funk, Deputy Fire Chief
Terry McMahan, Fire Marshal
Patrick Mason, Deputy Fire Marshal
Jeff Van Groningen, Finance Manager
Kaitlin Purvis, Finance Assistant
Nicole Long, Operations Support

BOARD OF DIRECTORS AGENDA - REGULAR MEETING THURSDAY, AUGUST 19, 2021 7:00 P.M.

11329 McCourtney Road, Grass Valley, CA 95949

The Board of Directors welcomes you to its meetings and your participation is encouraged and appreciated. All meetings are recorded. 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 President. In order that all interested parties 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.

The Nevada County Consolidated Fire Board of Directors will meet in regular session commencing at 7:00 p.m. August 19, 2021 in the meeting room of Nevada County Consolidated Fire District's Station 91, Grass Valley, CA. This meeting will be recorded for posting on the District's webpage at www.nccfire.com.

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 implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-265-4431 or at the following addresses:

Nicole Long, Board Secretary
Nevada County Consolidated Fire District, 640 Coyote Street, Nevada City, CA 95959

[E-mail](#)

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 President. 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 – July 15, 2021
2. Fund Balances, Check History Report and Credit Card History Report

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Dorland, Slade-Troutman
PERSONNEL: Carrington, Hanson, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg
SUCCESSION PLANNING: Carrington, Hanson, Nelson

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

NEW BUSINESS

3. Discussion and possible action, Resolution R21-23, AB1600 Mitigation Fee Adjustment. Finance Manager Van Groningen
4. Discussion and possible action, GovInvest Extension Agreement. Finance Manager Van Groningen
5. Discussion and possible action, Finance Manager Position. Finance Manager Van Groningen
6. Discussion and possible action, Proposal from the City of Grass Valley for Station 1. Chief Turner

CHIEF'S MONTHLY REPORT

***BOARD DISCUSSION**

DIRECTION TO STAFF & PLANNING FOR NEXT MEETINGS

Regular Board Meeting –

Date: September 16, 2021
Time: 7:00 p.m.
Location: 11329 McCourtney Road, Grass Valley, CA 95949

ADJOURNMENT



Access Issues

In the District's efforts to comply with the requirement of the Title II of the Americans With Disabilities Act of 1990, the Administration requires that any person in need of any type of special equipment, assistance or accommodation(s), in order to communicate at a District public meeting, must inform the District Secretary a minimum of 72 hours prior to the scheduled meeting so that we may make arrangements to accommodate you. Phone (530) 265-4431

Board Meeting Schedule

With the exception of the month of June, 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 President 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 President 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. **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.**

D. 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

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BOARD OF DIRECTORS MINUTES July 15, 2021

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

NCCFD DIRECTORS

Present: Grueneberg (President), Carrington, Dorland, Garrett, Nelson

STAFF:

Present: Fire Chief Turner, Deputy Chief Funk, Deputy Fire Marshal Mason, Finance Manager Van Groningen, Operations Support Long

STANDING ORDERS:

President Grueneberg called the meeting to order at 7:03 pm and took roll call, noting that Director Hanson, Director Dorland and Director Slade-Troutman were absent. President Grueneberg led in the pledge of allegiance.

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

Per CA Government Code 54954.3

Dane Wadle from CSDA and gave an update on the funds offered to Independent Special Districts in regard to additional COVID funding along with other legislative updates.

CONSENT CALENDAR

1. Acceptance of Minutes – June 17, 2021
2. Correction of Finance Committee Meeting Minutes – June 8, 2021
3. Fund Balances, Check History Report and Credit Card History Report – June 2021

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

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Dorland, Slade-Troutman

PERSONNEL: Carrington, Hanson, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg

SUCCESSION PLANNING: Carrington, Hanson, Nelson

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

Finance – No report.

Personnel – No report.

Board Policy & Procedures – Meeting with the City of Grass Valley to update the Joint Operational Agreement.

Succession Planning – No report.

JPA – No report.

NEW BUSINESS

4. Presentation on Pension Obligation Bonds by Weist Law.

Finance Manager Van Groningen discussed that the bonds are more affordable than they were in the past. He introduced Weist Law and the presentation was reviewed and discussed PERS UAL and the increases in the future. The presentation showed how assist with the UAL payments and the pension toolbox on how to handle the increases. Finance Manager Van Groningen said Staff is doing analysis on the best option for the District.

5. Helicopter Rescue Team Program Presentation.

Captain Sullivan introduced himself and discussed his work with technical rescue and the history between H20 (CHP helicopter) in the Tahoe/Truckee area. Captain Sullivan reviewed his prepared presentation.

6. Discussion and possible action, Surplus and Donation of twenty-six (26) Kenwood TK-790 mobile radios.

Chief Funk reported that we received an Assistance to Firefighters Grant (AFG) to replace all the radios. The replacements have been received and the shop has been getting them installed. Chief Funk has been approached by many rural area departments regarding the old radios being replaced. The resale value is very minimal for the old radios. Director Nelson motioned to approve the surplus and donation of twenty-six (26) Kenwood TK-790 mobile radios. Director Carrington seconded. **MOTION** passed unanimously with Director Dorland, Director Hanson and Director Slade-Troutman absent.

7. Discussion and Possible Action, election of a regular special district member for a seat on the Nevada County Local Agency Formation Commission (LAFCo).

President Grueneberg reviewed the candidates for the election. Director Garret nominates Gordan Mangel. Director Carrington seconded. **MOTION** passed unanimously with Director Dorland, Director Hanson and Director Slade-Troutman absent.

8. Discussion and Possible Action, Resolution R21-19, Transfer \$49,000.00 from Fund 734 to Fund 722.

Finance Manager Van Groningen reported that 3 times a year we receive revenue for the Special Tax. Allocations are 55% December, 40% April and 5% in June. Director Garrett motioned to adopt resolution R21-19 and transfer \$49,000.00 from Fund 734 to Fund 722. Director Nelson seconded. **MOTION** passed unanimously with Director Dorland, Director Hanson and Director Slade-Troutman absent.

9. Discussion and Possible Action, Resolution R21-20, Resolution Establishing a Delegation of Authority.

Chief Turner discussed that as a contracting agency with California Public Employees' Retirement System, the District can make and begin a determination of disability retirement. This is the new requirement set forth and replaces Resolution R13-27. Director Carrington motioned to adopt resolution R21-20, Establishing a Delegation of Authority. Director Nelson seconded. **MOTION** passed unanimously with Director Dorland, Director Hanson and Director Slade-Troutman absent.

10. Discussion and approval of Resolution R21-21, 2021/2022 Fiscal Year District Wage and Compensation Schedule.

Chief Turner reported this resolution represents the wage and compensation schedule for the fiscal year 2021/2022 after negotiations were completed. Director Nelson motioned to adopt Resolution R21-21, 2021/2022 Fiscal Year Wage and Compensation Schedule. Director Carrington seconded. **MOTION** passed unanimously with Director Dorland, Director Hanson and Director Slade-Troutman absent.

11. **Discussion and Possible Action, Resolution R21-22, Authorized Benefit Resolution for Miscellaneous Non-Represented Employees.**

Chief Turner reported that recently negotiations just were completed with the represented employees and this resolution makes the same changes for non-represented employees. Director Carrington motioned to adopt resolution R21-22, Authorized Benefit Resolution for Miscellaneous Non-Represented Employee. Director Garrett seconded. **MOTION** passed unanimously with Director Dorland, Director Hanson and Director Slade-Troutman absent.

12. **Correspondence**

12-(A). Placer Hills Fire Protection District, Thank You letter dated June 29, 2021.

12-(B). Notification of Retirement Announcement for Deputy Chief Funk.

Discussion took place on the institutional knowledge that will be lost with the retirement of Deputy Chief Funk and his replacement has big boots to fill.

CHIEF'S MONTHLY REPORT

Below average number of call, most fire responses were out of the District. We did have several technical rescue incidents.

The new OES type 6 engine was received on a Tuesday and has not returned, with a crew swap already taking place.

Chief Turner and Deputy Chief Funk attended the annual cooperators meeting. Chief Turner met with the Board of Realtors and discussed AB38 and public resource 4291.

Fire Marshal McMahan reported that he attended his normal meeting and has been working with Chief Funk and the Greenhorn Firewise community. They would like to put in several large water tanks.

***BOARD DISCUSSION**

No Discussion.

ADJOURNMENT

President Grueneberg adjourned the meeting at 8:25 p.m.

Attest:

Approved by:

Nicole Long
Board Secretary

Keith Grueneberg
President of the Board

**Nevada County Consolidated Fire District
Fund Recap & Cash Balances
July 2021**

	Fund					Total
	722 Operating	723 Contingency	733 AB1600	734 Special Tax	758 Capital	
Beginning Cash ¹	1,976,193	1,321,736	108,246	52,994	560,725	4,019,894
Revenues	6,294	-	1,302	-	-	7,596
Expenditures	49,000 (1,406,621)	-	-	-	(3,419)	(1,410,040)
Other Inc/Expense	-	-	(1,229)	(49,000)	-	(50,229)
Other Activity ²	- 73,635	-	4,810	(18)	-	78,427
Ending Cash ¹	698,501	1,321,736	113,129	3,976	557,306	2,694,648

¹ Includes Well Fargo

² Reconciling items, prior period adjustments

**Nevada County Consolidated Fire District
Operating Fund 722
July 2021**

**Nevada County Consolidated Fire District
Operating Fund 722
July 2021**

	<u>Jul 21</u>	<u>Jul 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4000 · Taxes & Assessments				
4010 · Current Secured			3,333,005	
4020 · Current Unsecured			50,012	
4030 · Prior Unsecured			1,673	
4040 · Supplemental Secured			31,083	
4050 · Supplemental Unsecured			8,354	
4060 · Supplemental Prior Unsecured			307	
4110 · Special Assessment			2,136,436	
4150 · Special Tax of 2012			985,846	
4151 · Special Tax 2012 (transfer in)	49,000	49,000		
4230 · State Homeowners			24,888	
4240 · State Public Safety Prop 172			415,869	
Total 4000 · Taxes & Assessments	<u>49,000</u>	<u>49,000</u>	<u>6,987,473</u>	<u>1%</u>
4500 · Reimbursements				
4510 · Strike Team			149,850	
4540 · Vehicle Repair	1,425	1,425	7,500	19%
4550 · Cost Recovery			6,000	
4690 · Other Reimbursements	1,769	1,769	58,960	3%
Total 4500 · Reimbursements	<u>3,194</u>	<u>3,194</u>	<u>222,310</u>	<u>1%</u>
4800 · Other Revenue				
4810 · Inspections & Permits	396	396	7,500	5%
4812 · Plan Reviews	1,254	1,254	15,000	8%
4820 · Interest & Finance Charges			25,000	
4830 · Rentals	1,450	1,450	3,240	45%
4840 · Other Current Services			3,000	
Total 4800 · Other Revenue	<u>3,100</u>	<u>3,100</u>	<u>53,740</u>	<u>6%</u>
Total Revenue	<u>55,294</u>	<u>55,294</u>	<u>7,263,523</u>	<u>1%</u>

**Nevada County Consolidated Fire District
Operating Fund 722
July 2021**

Expense	Jul 21	Jul 21	Budget	% of Budget
5000 · Wages & Benefits				
5100 · Wages				
5111 · Chief / Deputy Chief (2)	42,419	42,419	360,426	12%
5113 · Battalion Chief (2)	26,605	26,605	225,361	12%
5114 · Prevention (2)	24,728	24,728	210,119	12%
5121 · Captains (9)	98,264	98,264	841,161	12%
5122 · Lieutenants (6)	52,909	52,909	463,061	11%
5123 · Firefighter (12)	88,470	88,470	758,331	12%
5131 · Supplemental / Seasonal FF	27,495	27,495	204,816	13%
5132 · PCF / Reserve FF			1,500	
5141 · Clerical (3)	25,555	25,555	216,773	12%
5145 · Fire Mechanic (1.5)	14,928	14,928	129,730	12%
5151 · Overtime	70,676	70,676	433,954	16%
5153 · Additional Overtime Staffing			18,862	
5161 · Strike Team	114,071	114,071		
5165 · Strike Team Backfill	51,568	51,568		
5171 · Holiday Stipend	7,171	7,171	75,501	9%
5173 · Vacation / CTO Buy Back	9,323	9,323	80,256	12%
5185 · Directors	525	525	4,500	12%
Total 5100 · Wages	654,707	654,707	4,024,351	16%
5500 · Payroll Taxes				
5511 · Medicare Employer Tax	9,010	9,010	58,771	15%
5512 · Soc Security Employer Tax	33	33	372	9%
5521 · SUI Employer Tax	538	538	6,030	9%
Total 5500 · Payroll Taxes	9,581	9,581	65,173	15%
5700 · Benefits				
5711 · Pension	494,593	494,593	1,136,726	44%
5731 · Health Insurance	50,811	50,811	772,464	7%
5735 · Life Insurance	464	464	14,400	3%
5751 · Workers Comp Insurance	126,055	126,055	137,351	92%
Total 5700 · Benefits	671,923	671,923	2,060,941	33%
Total 5000 · Wages & Benefits	1,336,211	1,336,211	6,150,465	22%

Nevada County Consolidated Fire District
Operating Fund 722
July 2021

	Jul 21	Jul 21	Budget	% of Budget
6000 · Personnel Related				
6010 · Clothing / PPE				
6011 · Uniforms	814	814	24,960	3%
6021 · Personal Protective Equip			35,000	
6022 · PPE Auxiliary Personnel	1,378	1,378		
6031 · Safety & PPE (per MOU)	14,415	14,415	32,130	45%
Total 6010 · Clothing / PPE	16,607	16,607	92,090	18%
6100 · Food / Meals				
6111 · Meals - Administration	35	35	300	12%
6113 · Meals - Fire			1,500	
6114 · Meals - Interns			30,822	
Total 6100 · Food / Meals	35	35	32,622	0%
6200 · Training / Fitness				
6211 · Wellness Program			31,660	
6213 · Fitness Program			4,744	
6221 · Tuition - Safety Personnel	1,592	1,592	22,000	7%
6232 · Travel Expense			7,500	
6241 · Training Materials	(1,351)	(1,351)	2,000	(68%)
6246 · Public Safety Training Center			1,000	
6261 · Licenses & Certificates	78	78	2,500	3%
6271 · Training - Administration			8,500	
Total 6200 · Training / Fitness	319	319	79,904	0%
Total 6000 · Personnel Related	16,961	16,961	204,616	8%
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones	1,424	1,424	18,760	8%
6521 · Mobile Phones	581	581	10,600	5%
Total 6510 · Communications	2,005	2,005	29,360	7%
6550 · Station				
6551 · Supplies & Services - Stations	1,998	1,998	20,000	10%
Total 6550 · Station	1,998	1,998	20,000	10%
6610 · Insurance				
6611 · Liability			15,750	
6621 · Property			19,302	
Total 6610 · Insurance			35,052	
6650 · Maintenance				
6681 · Facility Maint & Improvements	4,030	4,030	170,000	2%
Total 6650 · Maintenance	4,030	4,030	170,000	2%
6700 · Medical Supplies				
6716 · EMS Supplies	281	281	15,000	2%
Total 6700 · Medical Supplies	281	281	15,000	2%
6750 · Apparatus Equipment				
6751 · Hose	6,448	6,448	18,000	36%
6756 · Ladders			1,500	

Nevada County Consolidated Fire District Operating Fund 722 July 2021

	Jul 21	Jul 21	Budget	% of Budget
6761 · Suppression Equip	1,515	1,515	7,500	20%
6766 · Power Tools & Equipment			16,800	
6771 · Pump Testing			3,830	
6776 · Mobile Communications	250	250	4,300	6%
6781 · Technical Rescue Equip			13,000	
6786 · SCBA Repair & Maintenance			8,500	
6796 · Drone			1,912	
6798 · Utility Terrain Vehicle			3,220	
Total 6750 · Apparatus Equipment	8,213	8,213	78,562	10%
6800 · Utilities				
6811 · Alarm	165	165	1,500	11%
6821 · Electricity / Gas	7,649	7,649	43,047	18%
6831 · Propane	65	65	12,432	1%
6841 · Trash	240	240	3,600	7%
6851 · Water / Sewer	762	762	8,731	9%
Total 6800 · Utilities	8,881	8,881	69,310	13%
6900 · Capital Expenditures				
6911 · Stations			7,800	
6931 · Vehicles	(71)	(71)		100%
6941 · Admin Office Equipm & Computers	399	399	3,000	13%
Total 6900 · Capital Expenditures	328	328	10,800	3%
Total 6500 · Facility & Equipment Related	25,736	25,736	428,084	6%
7000 · Vehicle Related				
7001 · Insurance				
7005 · Vehicle Insurance	806	806		100%
7001 · Insurance - Other			8,925	
Total 7001 · Insurance	806	806	8,925	9%
7010 · Maintenance				
7011 · Accessories	174	174		
7021 · Body	743	743		
7026 · Brakes	11	11		
7031 · Drive Train	191	191		
7046 · Tools & Shop Related	854	854		
7048 · All Categories for Budget			107,342	
7049 · Outside Agency Vehicle Maint	(1,598)	(1,598)		
Total 7010 · Maintenance	375	375	107,342	0%
7050 · Fuel				
7051 · Fuel	6,364	6,364	44,856	14%
Total 7050 · Fuel	6,364	6,364	44,856	14%
Total 7000 · Vehicle Related	7,545	7,545	161,123	5%
7500 · General & Admin Related				
7501 · Office Expense				
7502 · Administration	256	256	7,000	4%
7506 · Board			500	

Nevada County Consolidated Fire District
Operating Fund 722
July 2021

	Jul 21	Jul 21	Budget	% of Budget
7508 · Computer & Software Expense	2,456	2,456	80,000	3%
7509 · Copier Expense	91	91	1,500	6%
7511 · Memberships	1,555	1,555	15,655	10%
7521 · Postage & Delivery	50	50	1,900	3%
Total 7501 · Office Expense	4,408	4,408	106,555	4%
7550 · Professional Services				
7551 · Accounting			12,880	
7556 · Computer & IT Support	641	641	14,980	4%
7561 · Consultants			7,500	
7563 · Hiring Expense	114	114	11,450	1%
7566 · Legal Expense	5,516	5,516	51,675	11%
7571 · Medical Director			6,600	
Total 7550 · Professional Services	6,271	6,271	105,085	6%
7590 · Publications				
7591 · Legal Notices			600	
7596 · Marketing / Advertising			500	
Total 7590 · Publications			1,100	
7600 · Special District				
7621 · LAFCo	6,157	6,157	5,762	107%
7631 · Nevada County Fees			77,243	
Total 7600 · Special District	6,157	6,157	83,005	7%
7650 · Prevention				
7651 · Code Purchases			1,800	
7653 · Investigation Supplies	2,302	2,302	4,300	54%
7657 · Inspection Supplies	354	354	1,500	24%
7661 · Prof Svcs / Plan Checks			2,500	
7663 · Public Education Supplies			4,000	
7665 · Subscriptions / Memberships			3,000	
7667 · Training	10	10	9,000	0%
7669 · Other Prevention / Law Enforce			3,500	
Total 7650 · Prevention	2,666	2,666	29,600	9%
7800 · JPA				
7831 · Dispatch Charges			125,000	
7841 · Dues / Administration			9,000	
Total 7800 · JPA			134,000	
Total 7500 · General & Admin Related	19,502	19,502	459,345	4%
8500 · Strike Team Non Labor Expenses	666	666		
Total Expense	1,406,621	1,406,621	7,403,633	19%
Fund Over / <Under>	(1,351,327)	(1,351,327)	(140,110)	964%

Nevada County Consolidated Fire District
Operating Fund 722
July 2021

	<u>Jul 21</u>	<u>Jul 21</u>	<u>Budget</u>	<u>% of Budget</u>
Other Expense				
8700 · Transfers Out				
8723 · Transfer to 723			35,604	
8758 · Transfer to 758			125,000	
Total 8700 · Transfers Out			160,604	
9101 · Grant Expense			36,000	
Total Other Expense			196,604	
Net Other			(196,604)	
Net Fund Activity	<u>(1,351,327)</u>	<u>(1,351,327)</u>	<u>(336,714)</u>	<u>401%</u>

**Nevada County Consolidated Fire District
AB 1600 Mitigation Fund 733
July 2021**

**Nevada County Consolidated Fire District
AB1600 Mitigation Fund 733
July 2021**

	<u>Jul 21</u>	<u>Jul 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4000 · Taxes & Assessments				
4160 · AB 1600 Mitigation Fees	1,302	1,302	125,000	1%
Total 4000 · Taxes & Assessments	<u>1,302</u>	<u>1,302</u>	<u>125,000</u>	<u>1%</u>
4800 · Other Revenue				
4820 · Interest & Finance Charges			1,500	
Total 4800 · Other Revenue			<u>1,500</u>	
Total Revenue	<u>1,302</u>	<u>1,302</u>	<u>126,500</u>	<u>1%</u>
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6921 · Apparatus & Equipment			98,996	
Total 6900 · Capital Expenditures			<u>98,996</u>	
Total 6500 · Facility & Equipment Related			<u>98,996</u>	
Total Expense			<u>98,996</u>	
Fund Over/ <Under>	1,302	1,302	27,504	5%
Other Expense				
9101 · Grant Expense	1,229	1,229		
Total Other Expense	<u>1,229</u>	<u>1,229</u>		
Net Other	<u>(1,229)</u>	<u>(1,229)</u>		
Net Fund Activity	<u><u>73</u></u>	<u><u>73</u></u>	<u><u>27,504</u></u>	<u><u>0%</u></u>

**Nevada County Consolidated Fire District
Special Tax Fund 734
July 2021**

**Nevada County Consolidated Fire District
Special Tax Fund 734
July 2021**

	<u>Jul 21</u>	<u>Jul 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4000 · Taxes & Assessments				
4150 · Special Tax of 2012			995,804	
Total 4000 · Taxes & Assessments			995,804	
Total Revenue			995,804	
Expense				
7500 · General & Admin Related				
7600 · Special District				
7631 · Nevada County Fees			9,958	
Total 7600 · Special District			9,958	
Total 7500 · General & Admin Related			9,958	
Total Expense			9,958	
Fund Over/ <Under>			985,846	
Other Expense				
8700 · Transfers Out				
8722 · Transfer to 722	49,000	49,000	985,846	5%
Total 8700 · Transfers Out	49,000	49,000	985,846	5%
Total Other Expense	49,000	49,000	985,846	5%
Net Other	(49,000)	(49,000)	(985,846)	5%
Net Fund Activity	(49,000)	(49,000)		100%

Nevada County Consolidated Fire District
Capital Fund 758
July 2021

Nevada County Consolidated Fire District
Capital Fund 758
July 2021

	<u>Jul 21</u>	<u>Jul 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4800 · Other Revenue				
4850 · Sale Surplus Equipment			60,000	
Total 4800 · Other Revenue			60,000	
Total Revenue			60,000	
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6921 · Apparatus & Equipment			320,048	
6931 · Vehicles	3,419	3,419		100%
Total 6900 · Capital Expenditures	3,419	3,419	320,048	1%
Total 6500 · Facility & Equipment Related	3,419	3,419	320,048	1%
Total Expense	3,419	3,419	320,048	1%
Fund Over/ <Under>	(3,419)	(3,419)	(260,048)	1%
Other Income				
8800 · Transfers In				
8822 · Transfer from 722			125,000	
Total 8800 · Transfers In			125,000	
Total Other Income			125,000	
Net Other			125,000	
Net Fund Activity	(3,419)	(3,419)	(135,048)	3%

**Nevada County Consolidated Fire District
Check History Report
July 2021**

**Nevada County Consolidated Fire District
Check History Report
July, 2021**

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	07/02/2021	235586	LIEBERT CASSIDY WHITMORE	2,140.00
	07/02/2021	944199	A TO Z SUPPLY	5.35
	07/02/2021	944201	AIR EXCHANGE	375.00
	07/02/2021	235629	Areco-Ruiz, Frederico	23.00
	07/02/2021	235617	AUBURN FORD	586.03
	07/02/2021	944204	Axon Enterprises, Inc.	2,280.35
	07/02/2021	944212	Bare Bones Workwear	195.86
	07/02/2021	235607	EVERGUARD SYSTEMS	165.00
	07/02/2021	944220	Hodge, Clayton	25.00
	07/02/2021	944217	JULIA VELIQUETTE	25.00
	07/02/2021	944200	MISSION LINEN SUPPLY, INC.	68.00
	07/02/2021	235598	NETWORK DESIGN ASSOCIATES	270.00
	07/02/2021	944219	Pacific Lift & Equipment, Inc.	2,450.40
	07/02/2021	235621	AFLAC	982.00
	07/02/2021	235595	BLUE SHIELD OF CALIFORNIA	31,380.26
	07/02/2021	944210	FDAC Employee Benefits Authority	1,505.05
	07/02/2021	944208	KAISER FOUNDATION HEALTH PLAN	20,410.23
	07/02/2021	944196	SPECIAL DIST RISK MGMT AUTH.	4,695.65
	07/02/2021	235626	STANDARD INSURANCE COMPANY	986.00
	07/02/2021	GJE 559	Net Pay- Pay Period Ending 6.26.21	117,153.29
	07/12/2021	910372	CalPERS (Retirement)	441,922.00
	07/12/2021	235799	B&C ACE HOME & GARDEN CENTER	29.28
	07/12/2021	944809	BoutinJones	2,584.00
	07/12/2021	944781	BURTON'S FIRE APPARATUS	1,327.84
	07/12/2021	235817	CalPERS (Retirement)	228.80
	07/12/2021	944764	ECONOMY PEST CONTROL	331.00
	07/12/2021	944779	HUNT & SONS, INC.	4,322.92
	07/12/2021	944766	LONG, NICOLE	75.00
	07/12/2021	235800	NEVADA CITY, CITY OF	401.02
	07/12/2021	944768	PURCHASE POWER	50.00
	07/12/2021	944799	ROBINSON ENTERPRISES, INC.	645.43
	07/12/2021	944761	SPECIAL DIST RISK MGMT AUTH.	126,054.65
	07/12/2021	944776	WALKER'S OFFICE SUPPLY	59.60
	07/12/2021	235827	WITMER ASSOCIATES, INC. dba	1,377.56
	07/15/2021	910380	CalPERS (Retirement)	41,453.72
	07/15/2021	944825	NCCFD - EFTPS (Fed & State Taxes)	41,385.30
	07/15/2021	944840	NEVADA COUNTY PROF FF ASSN	1,085.00
	07/15/2021	944848	NATIONWIDE RETIREMENT SOLUTION	6,976.27
	07/15/2021	235864	CalPERS 457 Plan (Def. Comp)	1,375.00
	07/16/2021	GJE 562	Net Pay- Pay Period Ending 7.10.21	159,392.77

Nevada County Consolidated Fire District
Check History Report
July 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
07/19/2021	235996	CalCARD (US BANK)	8,946.92
07/19/2021	236064	ADVANTAGE GEAR, INC.	622.91
07/19/2021	945015	AIRGAS, NCN	281.08
07/19/2021	236039	ATWOOD INSURANCE AGENCY	806.00
07/19/2021	236013	B&C ACE HOME & GARDEN CENTER	81.21
07/19/2021	945050	BANNER COMMUNICATIONS	249.50
07/19/2021	945046	BEST BEST & KRIEGER	792.40
07/19/2021	236014	CALIFORNIA FIRE CHIEFS ASSN.	1,080.00
07/19/2021	945009	HILLS FLAT LUMBER COMPANY	145.91
07/19/2021	945011	MISSION LINEN SUPPLY, INC.	68.00
07/19/2021	236041	NID	89.71
07/19/2021	236050	SIERRA METAL FABRICATORS, INC.	18.73
07/19/2021	945023	WALKER'S OFFICE SUPPLY	537.02
07/19/2021	236023	WASTE MANAGEMENT OF NEV. CO.	240.47
07/19/2021	945044	WILSON, BRANDEN	203.06
07/26/2021	236221	A&A A/C & HEATING	274.00
07/26/2021	236293	AT&T CALNET 3	498.45
07/26/2021	945213	BUCKMASTER OFFICE SOLUTIONS	91.20
07/26/2021	236290	CUMMINS PACIFIC LLC	93.54
07/26/2021	945216	ECONOMY PEST CONTROL	227.00
07/26/2021	236302	FIRECATT	6,448.00
07/26/2021	945221	MISSION LINEN SUPPLY, INC.	58.48
07/26/2021	236232	NETWORK DESIGN ASSOCIATES	371.25
07/26/2021	236244	NID	271.48
07/26/2021	945239	REED'S LOCKSMITHING	8.14
07/26/2021	945257	ROBINSON ENTERPRISES, INC.	1,144.73
07/26/2021	236317	SAC ICE, LLC	641.40
07/26/2021	236238	SACRAMENTO TRUCK CENTER	157.23
07/26/2021	945230	WALKER'S OFFICE SUPPLY	377.30
07/26/2021	236219	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA	400.00
07/29/2021	236326	CalPERS 457 Plan (Def. Comp)	1,400.00
07/29/2021	945306-1	NCCFD - EFTPS (Fed & State Taxes)	58,315.26
07/29/2021	945306-2	NCCFD - EFTPS (Fed & State Taxes)	772.00
07/29/2021	945322	NATIONWIDE RETIREMENT SOLUTION	7,214.50
07/29/2021	945317	NEVADA COUNTY PROF FF ASSN	1,085.00
07/29/2021	910428	CalPERS (Retirement)	40,315.19
07/30/2021	GJE 563	Net Pay- Pay Period Ending 7.24.21	202,378.68
		Total	<u><u>1,353,504.38</u></u>

Fund 733

07/19/2021	235996	CalCARD (US BANK)	1,228.60
		Total	<u><u>1,228.60</u></u>

Fund 758

07/19/2021	235997	Johnson Manufacturing	3,418.91
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Nevada County Consolidated Fire District Check History Report

July 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
		Total	<u><u>3,418.91</u></u>

Nevada County Consolidated Fire District
Account QuickReport
As of July 31, 2021

Nevada County Consolidated Fire District
Credit Card History Report
July, 2021

<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
BENTON	B&C ACE HOME & GARDEN CENTER	173.58
DAVISON	AMAZON MARKETPLACE	419.57
DAVISON	BEACH HUT DELI	40.75
DAVISON	OUTBACK STEAKHOUSE	85.44
DAVISON	JOE'S GIANT ORANGE	61.72
DAVISON	SHELL GAS	77.52
DAVISON	HABIT BURGER	15.41
FIN MGR	STREAMLINE	200.00
FIN MGR	AT&T Long Distance	7.47
FIN MGR	PACIFIC GAS & ELECTRIC CO.	3,267.47
FIN MGR	PACIFIC GAS & ELECTRIC CO.	4,381.23
FUNK	CCAI	395.00
GREENE	SERVICENTER RADIATOR & AUTO	43.47
GREENE	CORNWELL ANDERSON TOOL	17.04
GREENE	DISH NETWORK	75.61
GREENE	MAC TOOLS	800.00
JOHNSEN	CCAI	395.00
JOHNSEN	CCAI	395.00
LONG	SOUTH BAY REGIONAL PUBLIC SAFETY	406.98
LONG	AMAZON MARKETPLACE	18.15
LONG	AMAZON MARKETPLACE	7.26
LONG	MICROSOFT OFFICE	1,002.00
LONG	MICROSOFT OFFICE	-112.00
LONG	AMAZON MARKETPLACE	34.38
LONG	TechSmith	44.75
LONG	TEAMVIEWER	701.06
LONG	AVENZA MAPS	176.25
MASON	RITE AID	21.33
MASON	AMAZON MARKETPLACE	353.68
MCKINLEY	SPD MARKET	64.99
MCKINLEY	SPORTSMANS WAREHOUSE	12.84
MCMAHAN	CALIFORNIA FIRE CHIEFS ASSN.	10.00
MENET	AMAZON MARKETPLACE	13.92
NUNNINK	FACTORY UTV	1,228.60
SERNA	SIERRA-SACRAMENTO VALLEY EMS	68.00
SULLIVAN	RESCUE TRAINING INSTITUTE	10.00
SUNDE	MONTE BIANCO INN	316.25
TURNER	SUDS BROS	15.00
TURNER	MAYA'S MEXICAN FOOD	35.06
WEATHERS	AMAZON MARKETPLACE	79.00
WEATHERS	SPD MARKET	432.89
		<hr/>
		15,791.67

Nevada County Consolidated Fire District
Account QuickReport
As of July 31, 2021

	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
TOTAL			<u>15,791.67</u>



Nevada County Consolidated Fire District

Resolution 21-23

AB1600 Mitigation Fee Adjustment

WHEREAS, the mission of the Nevada County Consolidated Fire District (District) is to provide emergency services relating to the preservation of life and protection of property from fire, respond to medical situations necessitating immediate action, and other emergencies; and

WHEREAS, , the Board of Directors has committed to continue to provide and improve to the best of their ability, fire protection, emergency medical services, rescue, hazardous materials responses and all other services to the public as authorized pursuant to the "Fire Protection District Law of 1987" (Health and Safety Code, §13800 et seq.); and

WHEREAS, budgetary considerations have required that a Capital Fire Facilities Fee be charged against new construction and development to defray costs and mitigate the financial impact of providing additional facilities and equipment to safeguard the lives and property of those who will occupy and use the new construction and development at an acceptable level of services; and

WHEREAS, the District, pursuant to California Government Code § 66000 et seq. (AB1600), is authorized to adopt a Capital Fire Facilities Fee development impact mitigation fee schedule to defray the associated costs necessary to protect the health and safety of the general-public and preserve lives and property; and

WHEREAS, the District performed a fee study in 2016, which resulted in an updated fee structure via Ordinance 16-01, and

WHEREAS, Ordinance 16-01, section 4 provides for an annual fee adjustment effective October 1 of each year, by the change of the Western States Consumer Price Index for the prior fiscal year, and

WHEREAS, the Western States Consumer Price Index for the fiscal year from July 2019 to June 2020 was 2.4%.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Nevada County Consolidated Fire District to adopt an increase in the AB1600 Mitigation Fee Schedule of 2.4%, as reflected in Exhibit A, effective October 1, 2021.

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 19th day of August 2021 by the following roll call:

Ayes:

Noes:

Absent:

Abstain:

Resolution
21-23 August
19, 2021



Nevada County Consolidated Fire District

Resolution 21-23

AB1600 Mitigation Fee Adjustment

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

Attest:

Nicole Long, Secretary of the Board

Exhibit A

Capital Fire Facilities Fee

per Square Foot
As of 10/1/2021

Existing Fees

Land Use	Areawide Fee	Non- Hydrant Area Surcharge
Residential Dwelling Unit	\$ 0.41	\$ 0.02
Accessory Dwelling Unit (ADU)		
-750 Sq Ft or more	\$ 0.41	\$ 0.02
-Less than 750 Sq Ft	\$ -	\$ -
Nonresidential		
Commercial	\$ 0.82	\$ 0.05
Office	\$ 0.77	\$ 0.05
Industrial	\$ 0.43	\$ 0.03
Agriculture	\$ 0.01	

Updated Fees

Land Use	Areawide Fee	Non- Hydrant Area Surcharge
2.4% Increase		
Residential Dwelling Unit	\$ 0.42	\$ 0.02
Accessory Dwelling Unit (ADU)		
-750 Sq Ft or more	\$ 0.42	\$ 0.02
-Less than 750 Sq Ft	\$ -	\$ -
Nonresidential		
Commercial	\$ 0.84	\$ 0.06
Office	\$ 0.79	\$ 0.06
Industrial	\$ 0.44	\$ 0.03
Agriculture	\$ 0.01	

Land use definitions:

- Residential - All detached and attached residential dwellings including garages, shops, covered patios.
- Accessory Dwelling Unit Secondary dwelling unit (incidental to RDU).
- Commercial - All commercial, cannabis, retail, educational and hotel / motel development
- Office - All general, professional and medical office development
- Industrial - All manufacturing and warehouse development
- Agricultural - All agricultural building development (no electrical or other power service).

First Amendment to

Nevada County Consolidated Fire Protection District
AGREEMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment to Agreement No. 1 is made as of 8/16/2021 by

and between the Nevada County Consolidated Fire Protection District (“District”) and GovInvest Inc., a California Corporation (“Contractor”).

Whereas, in July 2018, District and Contractor entered into Agreement No. 1 wherein Contractor agreed to provide the actuarial consulting and technology services for a term ending July 15, 2021.

Whereas, the District and Contractor have agreed to extend the term of the Agreement until December 31, 2021, at no additional cost to District.

Now, therefore, it is mutually understood and agreed by the District and the Contractor that the Original Agreement is hereby amended as follows:

1. The scope of work described in Exhibit A of the Original Agreement is amended to provide as follows: “Services Term: Three-years and Five months from Agreement Effective Date (July 16, 2018).”
2. The District and Contractor agree that, except as amended by this Agreement, all terms and conditions of the Agreement No. 1 shall remain in full force and effect, and that the provisions of this Amendment shall become a part of the Agreement as if fully written therein.
3. This Agreement may be executed in any number of original counterparts. The Agreement will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same Agreement. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Nevada County Consolidated
Fire Protection District,
a Municipal Corporation

GOVINVEST INC.



By: _____
Name:
Title:

Signature
Ted Price

Type or Print Name
CEO

Title
GovInvest Inc.

Address
3625 Del Amo Blvd. Torrance **CA** **90503**

City State Zip
(310) 371-7106

Telephone Number

APPROVED AS TO FORM:

Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Hiscox Insurance Company Inc</td> <td style="border: none;">10200</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hiscox Insurance Company Inc	10200														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED GovInvest Inc. 3625 Del Amo Blvd Ste 200 Torrance, CA 90503															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		N	UDC-1542150-EO-20	02/10/2020	02/10/2021	Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Barbara 735 Anacapa St Santa Barbara CA 93101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Geico Insurance Agency 1 Geico Blvd Fredericksburg, VA 22412	CONTACT NAME: Jeanette Carter PHONE (A/C, No, Ext): (800) 969-5454 E-MAIL ADDRESS: geicosupport@guard.com	FAX (A/C, No): (570) 825-2990
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : AmGUARD Insurance Company	NAIC # 42390
INSURED GovInvest, Inc. 3625 Del Amo Blvd., Suite 200, Torrance, CA 90503	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	GOWC176775	4/22/2020	4/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Barbara 735 Anacapa St Santa Barbara, CA 93101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. GOWC176775
Insurance Company

Endorsement No.

Countersigned By _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Meridian Brokerage 18980 Ventura Blvd., Suite 330 Tarzana CA 91356	CONTACT NAME: Serge Sinanian rA 8Ntfo. ExU: (818) 225-7025 f AJ SS: serge@mbisi.com	r. No: (818) 225-7026
	INSURER(S) AFFORDING COVERAGE	
INSURED GovInvest Inc. 3625 Del Amo Blvd., Suite 200 Torrance CA 90503	INSURERA: Sentinel Insurance Company, Ltd	NAIC#:
	INSURERB: Allstate Insurance Company	
	INSURERC: Hiscox Insurance Company Inc.	
	INSURERD:	
	INSURERE:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	MOB	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <u>1.81</u> OCCUR AGGREGATE LIMIT APPLIES PER: POLICY SUBJECT <u>DLoc</u> OTHER:	y	y	72 SBM BB5518	06/25/2020	06/25/2021	EACH OCCURRENCE \$ 2,000,000 UNMNUC TO LET POLICY PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANYAUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	648847300	04/17/2020	04/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE COED <u>IXI</u> RETENTION \$ 10,000	y	y	72 SBM 8B5518	06/25/2020	06/25/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YIN (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	NIA					PER STATE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Cyber Liability & Professional Liability Claims Made	N	N	MPL207524120	09/28/2020	09/28/2021	Aggregate \$ 2,000,000 Each Claim \$ 2,000,000 Retention \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Application Service Provider.
 City of Santa Barbara, and its agents, officers, officials, employees and volunteers are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. Coverage under the policy is Primary and Non-Contributory. Refer to attached endorsement forms SS 00 08 04 05 for scope of additional insured status. Policy includes Wsiver of Subrogation form SS 12 15 03 00.
 30 Days Notice of Cancellation Or Reduction of Coverage. 10 Days Notice of Cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER City of Santa Barbara 735 Anacapa St Santa Barbara CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE , / ; ; ; ; - - - : : " - - - , 7
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ACORD

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section

F. -Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D**. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury" including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured **is a** partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

POLICY NUMBER: 72 S8M 885518



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies nuance provided in the following:

BU81NE88 LIABILITY COVERAGE FORM

Via WIM, right of recovery - may have against

1. Any person or organization listed in the Declaration, or
2. Any person or organization with whom you have a contract that requires such waiver.



5.

Finance Manager Position.



CITY OF GRASS VALLEY
ADMINISTRATION
125 East Main Street
Grass Valley, CA 95945
(530)274-4310

Council Members
Ben Aguilar, Mayor
Jan Arbuckle, Vice Mayor
Hilary Hodge
Bob Branstrom
Tom Ivy

Grass Valley and NCCFD have worked together to staff Fire Station 1 for the last 20 years, including the housing of Battalion Chiefs. This partnership has ensured immediate emergency response and exceptional service for City and County populations alike. While this agreement has led to much success, challenges related to co-staffing, the oversight of two Fire Chiefs, different labor agreements, and competing priorities have brought about the need for a change. The staffing proposal listed below retains components of the current JOA while addressing the known issues surrounding Fire Station 1. The City is open to discussing alternate compensation models to assure Fire Station 1 continues the same level of service.

Staffing and Equipment

- City proposes to staff Fire Station (FS) 1 providing same level of service to NCCFD as current.
- NCCFD provides reimbursement to City for 3 firefighters at the firefighter rate of NCCFD. Current NCCFD staff will not be impacted, change through attrition of staff only.
- NCCFD current staffing 1 Capt., 1 Lt, 1 FF-\$368,816. 3 FFs reimbursement to City-\$317,184.00 NCCFD Savings \$51,632.00
- City will cover difference in cost between the reimbursement rate, Officers' positions and 3 City positions at FS 1. 3 City FFs-\$354,138.00, Captain Position Increase \$22,352.00. City increased cost \$59,306.00
- City will continue to provide the fire engine and maintenance as is the current practice.
- City will continue to provide fire station and maintenance as is the current practice.
- City will identify service to NCCFD on Engine 1

Boundary Drop and Responses

- No changes to current boundary drop or responses into NCCFD from City.
- City will document all responses in Image Trend and provide NCCFD data on an agreed basis.

Battalion Chiefs

- City will promote one additional Battalion Chief for a total of 2
- City will staff 2 Battalion Chiefs on shift, NCCFD 1 Battalion Chief. The remaining NCCFD Battalion Chief is available for NCCFD use as determined by the Fire Chief.
- Battalion Chiefs will be operational only (incident responses), no administrative duties for other agency. Fire Chiefs will define and provide to Battalion Chiefs expectations for operational involvement.
- Battalion Chiefs will be housed in FS of employing agency.

Coverage of NCCFD and City

- Fire Chiefs are currently considering many options.
- City and NCCFD continue to provide mutual support to each other with cover.
- Increase use of outside agency cover resources when City and NCCFD experience drawdown.

Personnel

- City is open to discussion on shared use of personnel.



NCCFD CHIEFS' MONTHLY REPORT

To: NCCFD Board of Directors
From: Jim Turner, Fire Chief
Jerry Funk, Deputy Chief
Date: August 12, 2021

OPERATIONS

Statistical data for the period of July 1 thru July 31, 2021.

- 452 calls for service.
- Average response time overall - 8 minutes 10 seconds

Significant Incidents:

- Numerous local vegetation fires in Bitney Springs, Brewer, Alta Sierra, Cherry Creek, Washington, Lake Vera, Cerrito and Purdon response areas.
- Residential structure fires, Rattlesnake, Greenhorn and Chalk Bluff areas.
- Technical rescues at the Yuba River / Emerald Pools.
- Several serious traffic accidents.
- Strike Team and overhead resources committed to numerous fires in the North state. Our OES Type VI engine deployed on 6-30-21 remains assigned. Our 4th fourteen-day crew swap occurred on 8-9-21.

Training:

- 592 hours of documented training for the month of July.

ADMINISTRATION

- Chief Turner, Fire Marshal McMahan and B/C Sunde attended the monthly meeting of the Nevada County Fire Chiefs Association.
- Chief Turner, Fire Marshal McMahan and Deputy Chief Funk attended the quarterly Wildfire Stakeholders Meeting.
- Chief Turner and Deputy Chief Funk attended a JOA Chiefs Meeting.
- Chief Turner attended the Law Enforcement and Fire Protection Council Meeting.
- Fire prevention staff participated in the 4th of July Fireworks Task Force.
- Chief Turner and Fire Marshal McMahan attended the Yuba River Public Safety Cohort Meeting.
- Deputy Chief Funk, Captain Nunnink and Mechanics Greene and Margherita attended the pre-construction meeting for the new E-88.



NCCFD CHIEFS' MONTHLY REPORT

- Deputy Chief Funk and Fire Marshal McMahan attended the annual safety meeting for the Nevada County Fair.
- Staff conducted interviews for the Finance Manager position.

FIRE PREVENTION

Public Education:

- Deputy Fire Marshal Mason held a fire extinguisher and bus evacuation training for the Nevada County Transit Staff.

Fire Investigations:

- Deputy Fire Marshal Mason investigated a structure fire that appeared to be accidental.

Meetings and Training attended by Fire Marshal McMahan:

- Virtual Fire Safe Council of Nevada County Board of Directors Special Meeting.
- Sacramento Sierra Arson Task Force Meeting with Deputy Fire Marshal Mason.
- Met with applicants of a proposed Mini Storage Facility to be located in Alta Sierra.
- Virtual California Fire Sprinkler Coalition.
- Get Legit Cannabis, Nest Steps Fire Regulations, Education Virtual with Scott Eckman and Deputy Fire Marshal Mason to discuss requirements and what has been seen on plan reviews and inspections.
- Deputy Fire Marshal Mason attended the monthly Coalition of Fire Wise Communities virtual meeting. This meeting was attended by over 100 Coalition Members.

Comments:

- Deputy Fire Marshal Mason continues to work with County OES and on changes to the current Hazardous Vegetation Ordinance.