



## **\*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 – August 17, 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**

## **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 the 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 the right to comment during the Report Out of Closed Session when 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.*

### 3. 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 Non-Management Safety Employees*

### 4. Public Employee Appointment

*Pursuant to CA Government Code Section 54957(b)*

**Title: Lateral Firefighter**

## **REPORT OUT OF CLOSED SESSION**

### **OLD BUSINESS**

5. Public Hearing, With Discussion and Possible Action, for the 2nd Reading of Ordinance OR23-01, Nexus Study Impact. Admin. Svcs. Long

### **NEW BUSINESS**

6. Discussion and Possible Action, Resolution 23-25, Designating Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees.  
Admin. Svcs. Long

7. Discussion and Possible Action, Resolution 23-26, Fee Schedule of Prevention, Regulatory Programs, Incidents and Other Services. **Admin. Svcs. Long**
8. Discussion and Possible Action, Resolution 23-27, Establishing A Health Reimbursement Arrangement. **Admin. Svcs. Long**
9. Public Hearing regarding the Fiscal Year 2023/2024 Final Budget with Discussion and Possible Action concerning:
  - Resolution 23-28, A Resolution Establishing the Final Budget for Fiscal Year 2023/2024 for the Nevada County Consolidated Fire District. **Chief Robitaille**
10. Discussion and Possible Action, Letter for Support for ACA 13. **Chief Robitaille**

## **CHIEFS MONTHLY REPORT**

### **\*BOARD DISCUSSION**

## **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](mailto: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](mailto: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](http://www.nccfire.com)  
[nccfire@nccfire.com](mailto:nccfire@nccfire.com)

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**BOARD OF DIRECTORS MINUTES May 18, 2023**

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

REMOTELY VIA ZOOM

PHONE: 1-669-900-6833

WEBINAR ID: [August 17, 2023 Meeting Zoom Link](#)

PASSCODE: 08172023

**NCCFD DIRECTORS**

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

**STAFF:**

**Present:** Fire Chief Robitaille, Fire Marshal Mason, Administrative Services Long, and Board President of Penn Valley Fire Bruce Stephenson.

**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**

1. Acceptance of Minutes – July 20, 2023
2. Fund Balances, Check History Report and Credit Card History Report
3. 2012 Special Tax Report for Fiscal Year 2022/2023
4. Annual AB1600 Report for Fiscal Year 2022/2023

Director Carrington motioned to accept the consent calendar. Director Dorland 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 stated there was a meeting on August 16 in which the by-laws were re-written. The Nevada County Auditor estimates the new income of the district to be approx. \$13 million. The districts are utilizing Trident for financial analysis to sift anything out and the payment will be divided amongst the three agencies.

JPA – None

## **NEW BUSINESS**

### **5. Discussion and Possible Action, Senate Bill 1205 Annual Inspection Compliance Report**

Fire Marshal Mason reported to the Board his series of inspections of large assemblies, schools, hotels, organized camps and churches. All but one large assembly was inspected. Director Nelson motioned to accept the Senate Bill 1205 Annual Inspection Report with the correction that 4 out of 5 large assemblies were inspected, instead of a mistype of 9. Director Hall seconded. **MOTION** passed unanimously by a roll call vote.

### **6. Public Hearing, With Discussion and Possible Action, for the 1<sup>st</sup> Reading of Ordinance OR23-01, Nexus Study Impact**

President Grueneberg opened the public hearing at 7:40 pm. Hearing no comments, the public hearing was closed at 7:41pm.

Carlos Villarreal with Wildan Financial explained the Nexus Study Impact and Development Impact Fees, which are one-time fees imposed at building permit stage on all development projects within a general location. This study takes into account existing development and future growth, facility standards, facility needs & costs, allocate cost share to accommodate growth and several other components. These projections were done through 2045 utilizing the current CPI. Director Dorland requested Wildan utilize the CA Construction Index and see what the projections are with that index due to it being more concise. Director Nelson motioned to approve the 1<sup>st</sup> reading of Ordinance OR23-01, Nexus Study Impact and follow the advice of Wildan Financial. Director Hall Seconded. **MOTION** passed unanimously by a roll call vote.

### **7. Discussion and Possible Action, Resolution 23-22, Transfer \$57,084.00 from Fund 734 to Fund 722**

Administrative Services Long advised this resolution is the June allocation of the Special Tax. We receive this revenue three times a year. Director Carrington motioned to adopt R23-22, Transfer \$57,084.00 from Fund 734 to Fund 722. Director Slade-Troutman seconded. **MOTION** passed unanimously by a roll call vote.

### **8. Discussion and Possible Action, Resolution 23-23. Approving the Department of Forestry and Fire Protection Agreement #7GF23316 for Services from the Date of this Last Signatory on Page 1 of the Agreement to June 30, 2024 Under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021.**

Chief Robitaille briefed the Board on a grant that Division Chief Sullivan applied for. Essentially, it is a 50% off coupon for PPE in which CDF pays half of the costs. The resolution must be passed to order the equipment. Director Nelson motioned to adopt Resolution 23-23, Approving the Department of Forestry and Fire Protection Agreement #7GF23316 for Services from the Date of the Last Signatory on Page 1 of the Agreement to June 30, 2024 Under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021. The total project amount is \$19,834.96, this is a matching grant, District responsibility is \$9,917.84. Director Dorland seconded. **MOTION** passed unanimously following a roll call vote.

### **9. Resolution 23-24 of the Board of Directors of the Nevada County Consolidated Fire District in Opposition of the Taxpayer Protection and Government Accountability Act- Initiative Number 21-0042A1**

Chief Robitaille advised that the Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopting new and stricter

rules for raising taxes and fees, and make it more difficult to impose fines and penalties for violation of state and local laws. This measure puts billions of local government tax and revenue fees at risk at risk statewide with related core public service impacts. Director Nelson motioned to adopt Resolution 23-24, Opposing the Taxpayer Protection and Government Accountability Act- Initiative Number 21-0042A1. Director Garrett seconded. **MOTION** passed unanimously following a roll call vote.

**CHIEFS MONTHLY REPORT**

Chief Robitaille advised he met with Cascade Shores Board of Directors and that the district was awarded several grants this month (Outdoor Visitor Safety Fund, CALFire and NCLEFPC). He attended several meetings such as the Nevada County Ad Hoc Committee Meeting, Economic Resource Council, Outdoor Visitors Safety Meeting Round 2, LAFCO and NID. He and Division Chief Sullivan attended the Nevada County Chiefs Meeting, Joint leadership Meeting with PVFD, R&R and NCC Fire, and the District Battalion Chiefs Meeting. Division Chief Sullivan went to the Law Enforcement Fire Council Meeting, Nevada County Sheriff AC Heart Chris Kiley Meeting, Yuba River Cohorts and Ice Cream with a Cop (NCPD). He reported there was 340 calls for service, 12 calls on average per day. Highlights are 4 vehicle accidents with 1 extrication, 4 river rescues, 10 fires (3 structure, 7 vegetation) 2 strike team out of county responses and 1 overhead assignment with BC Smith as a Division Supervisor.

Fire Marshal Mason briefly reviewed his report, stating he and FPO Tellam attended the Sierra Sacramento Arson task Force hosted at Woodland Fire. He also met with Nevada County OES Defensible Space Lead Inspector to discuss a 5 year plan. He stated FPO Tellam responded to the Old Pond Fire and investigated the cause. FPO Tellam is also currently investigating a vehicle fire in the Brewer Road area. He reported Station 84 hosted Little Friends Daycare, Rescue 84 was on display at a Kids Camp at Deer Creek School and E88 assisted Nevada County Transit Service with their annual training.

**\*BOARD DISCUSSION**

President Grueneberg stated that PVFD and Truckee are the only two agencies in Nevada County with Advanced Life Support. He said PVFD is very family and community oriented- they have a scholarship program for Paramedics all donated by the community.

**ADJOURNMENT**

President Grueneberg adjourned the meeting at 8:00 P.M.

Attest:

Approved by:

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Tricia Bush  
Board Secretary

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Keith Grueneberg  
President of the Board

**Nevada County Consolidated Fire District  
Fund Recap & Cash Balances  
August 2023**

	Fund					Total
	722 Operating	723 Contingency	733 AB1600	734 Special Tax	758 Capital	
Beginning Cash <sup>1</sup>	1,248,990	1,143,736	191,879	63,766	613,226	3,261,597
Revenues	61,408		6,252	-	0	67,660
Expenditures	(500,055)		(1,200)	-	(34,127)	(535,382)
Other Inc/Expense	(1,233)					(1,233)
Other Activity <sup>2</sup>	4,376		52			4,429
Ending Cash <sup>1</sup>	813,486	1,143,736	196,983	63,766	579,099	2,797,071

<sup>1</sup> Includes Well Fargo

<sup>2</sup> Reconciling items, prior period adjustments

**Nevada County Consolidated Fire District**  
**Operating Fund 722**  
**August 2023**

	<u>Aug 23</u>	<u>Jul - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Revenues</b>				
<b>4000 · Taxes &amp; Assessments</b>				
4010 · Current Secured		44,825	3,771,520	1%
4020 · Current Unsecured		86	50,012	0%
4030 · Prior Unsecured		78	1,673	5%
4040 · Supplemental Secured		7,318	31,083	24%
4050 · Supplemental Unsecured		426	8,354	5%
4060 · Supplemental Prior Unsecured			307	
4110 · Special Assessment		(33,876)	2,300,699	(1%)
		<i>Period 13 Teeter Adjustment</i>		
4150 · Special Tax of 2012			1,022,747	
4230 · State Homeowners			24,888	
4240 · State Public Safety Prop 172	50,392	88,661	437,757	20%
<b>Total 4000 · Taxes &amp; Assessments</b>	<u>50,392</u>	<u>107,518</u>	<u>7,649,040</u>	<u>1%</u>
<b>4500 · Reimbursements</b>				
4510 · Strike Team	26,969	26,969	75,000	9%
4522 · Strike Team Cost Offset	(20,156)	(20,156)		
4540 · Vehicle Repair			5,000	
4550 · Cost Recovery	410	4,685	3,000	156%
4690 · Other Reimbursements	108	5,228	23,480	22%
<b>Total 4500 · Reimbursements</b>	<u>7,331</u>	<u>16,726</u>	<u>106,480</u>	<u>16%</u>
<b>4800 · Other Revenue</b>				
4810 · Inspections & Permits	1,440	2,376	7,500	32%
4812 · Plan Reviews	1,368	2,664	10,000	27%
4820 · Interest & Finance Charges	177	337	25,000	1%
4830 · Rentals	700	900	4,440	20%
4840 · Other Current Services			3,000	
<b>Total 4800 · Other Revenue</b>	<u>3,685</u>	<u>6,277</u>	<u>49,940</u>	<u>13%</u>
<b>Total Revenues</b>	<u>61,408</u>	<u>130,521</u>	<u>7,805,460</u>	<u>2%</u>



## Nevada County Consolidated Fire District Operating Fund 722 August 2023

Expense	Aug 23	Jul - Aug 23	Budget	% of Budget
<b>5000 · Wages &amp; Benefits</b>				
<b>5100 · Wages</b>				
5111 · Chief / Div. Chief (2)	25,552	51,105	309,900	16%
5113 · Battalion Chief (3)	29,344	58,625	351,592	17%
5114 · Fire Marshal / DFM (2)	20,115	44,003	235,682	19%
5121 · Captains (9)	55,151	127,524	872,671	15%
5122 · Lieutenants (6)	33,849	66,648	468,475	14%
5123 · Firefighter (12)	55,711	110,753	739,305	15%
5131 · Supplemental / Seasonal FF	22,050	47,538	166,421	29%
5132 · PCF / Reserve FF	2,201	2,201	5,500	40%
5141 · Clerical (2.5)	16,163	31,167	211,058	15%
5145 · Fire Mechanic (1.5)	12,354	24,307	158,719	15%
5151 · Overtime	44,953	114,340	368,452	31%
	<i>Vacant Positions and extended injury</i>			
5153 · Additional Overtime Staffing	534	534	49,805	1%
5159 · St. 59 Staffing (Wages)	(19,353)	(13,265)		
5161 · Strike Team	23,907	37,979		
5165 · Strike Team Backfill	12,008	16,553		
5167 · Strike Team Revenue Offset	(19,868)	(19,868)		
5171 · Holiday Stipend		8,536	83,623	10%
5173 · Vacation / CTO Buy Back	5,470	19,950	48,572	41%
5185 · Directors	300	825	4,500	18%
<b>Total 5100 · Wages</b>	<b>320,441</b>	<b>729,455</b>	<b>4,074,275</b>	<b>18%</b>
<b>5500 · Payroll Taxes</b>				
5511 · Medicare Employer Tax	4,997	10,281	58,644	18%
5512 · Soc Security Employer Tax	204	227	620	37%
5521 · SUI Employer Tax	134	506	5,598	9%
5526 · Strike Team Revenue Offset	(288)	(288)		
5559 · St. 59 Payroll Taxes (Taxes)	149	634		
<b>Total 5500 · Payroll Taxes</b>	<b>5,196</b>	<b>11,360</b>	<b>64,862</b>	<b>18%</b>
<b>5700 · Benefits</b>				
5711 · Pension	55,241	606,869	1,206,610	50%
	<i>Annual UAL Payment \$492,237</i>			
5731 · Health Insurance	47,679	110,400	772,464	14%
5735 · Life Insurance	808	1,559	14,400	11%
5751 · Workers Comp Insurance		276,198	264,057	105%
	<i>Annual Worker's Comp Program Payment</i>			
5759 · St. 59 Workers Comp. (Benefits)	(2,560)	(2,560)		
<b>Total 5700 · Benefits</b>	<b>101,168</b>	<b>992,466</b>	<b>2,257,531</b>	<b>44%</b>
<b>Total 5000 · Wages &amp; Benefits</b>	<b>426,805</b>	<b>1,733,281</b>	<b>6,396,668</b>	<b>27%</b>

## Nevada County Consolidated Fire District Operating Fund 722 August 2023

	Aug 23	Jul - Aug 23	Budget	% of Budget
<b>6000 · Personnel Related</b>				
<b>6010 · Clothing / PPE</b>				
6011 · Uniforms	537	537	31,787	2%
6021 · Personal Protective Equip	14,028	15,172	64,004	24%
6031 · Safety & PPE (per MOU)	549	15,667	33,990	46%
<b>Total 6010 · Clothing / PPE</b>	<b>15,114</b>	<b>31,376</b>	<b>129,781</b>	<b>24%</b>
<b>6100 · Food / Meals</b>				
6111 · Meals - Administration			3,250	
6113 · Meals - Fire	(34)	(34)	1,500	(2%)
<b>Total 6100 · Food / Meals</b>	<b>(34)</b>	<b>(34)</b>	<b>4,750</b>	<b>(1%)</b>
<b>6200 · Training / Fitness</b>				
6211 · Wellness Program	47	192	34,210	1%
6213 · Fitness Program			6,100	
6221 · Tuition - Safety Personnel	3,522	3,522	33,050	11%
6232 · Travel Expense	1,749	1,749	13,000	13%
6241 · Training Materials			1,500	
6246 · Public Safety Training Center			1,550	
6261 · Licenses & Certificates	72	164	2,500	7%
6271 · Training - Administration			8,500	
<b>Total 6200 · Training / Fitness</b>	<b>5,390</b>	<b>5,627</b>	<b>100,410</b>	<b>6%</b>
<b>Total 6000 · Personnel Related</b>	<b>20,470</b>	<b>36,969</b>	<b>234,941</b>	<b>16%</b>
<b>6500 · Facility &amp; Equipment Related</b>				
<b>6510 · Communications</b>				
6511 · Telephones	1,802	3,399	23,970	14%
6521 · Mobile Phones	809	1,620	10,000	16%
<b>Total 6510 · Communications</b>	<b>2,611</b>	<b>5,019</b>	<b>33,970</b>	<b>15%</b>
<b>6550 · Station</b>				
6551 · Supplies & Services - Stations	1,457	3,813	20,000	19%
<b>Total 6550 · Station</b>	<b>1,457</b>	<b>3,813</b>	<b>20,000</b>	<b>19%</b>
<b>6610 · Insurance</b>				
6611 · Liability & Umbrella		80,813	144,130	56%
<b>Total 6610 · Insurance</b>		<b>80,813</b>	<b>144,130</b>	<b>56%</b>
<b>6650 · Maintenance</b>				
6681 · Facility Maint & Improvements	2,235	30,961	155,000	20%
<b>Total 6650 · Maintenance</b>	<b>2,235</b>	<b>30,961</b>	<b>155,000</b>	<b>20%</b>
<b>6700 · Medical Supplies</b>				
6716 · EMS Supplies	219	1,407	22,500	6%
<b>Total 6700 · Medical Supplies</b>	<b>219</b>	<b>1,407</b>	<b>22,500</b>	<b>6%</b>
<b>6750 · Apparatus Equipment</b>				
6751 · Hose		6,536	22,000	30%
6756 · Ladders			1,800	

## Nevada County Consolidated Fire District Operating Fund 722 August 2023

	Aug 23	Jul - Aug 23	Budget	% of Budget
6761 · Suppression Equip/Small Tools	435	742	7,500	10%
6766 · Power Tools & Equipment		15	12,700	0%
6771 · Pump Testing			4,820	
6776 · Mobile Communications	398	678	16,517	4%
6781 · Technical Rescue Equip		869	13,300	7%
6782 · Swift Water Rescue	1,030	2,825	5,410	52%
6783 · Urban Search and Rescue	1,860	2,706		
6786 · SCBA Repair & Mainteneace			17,240	
6796 · Drone			2,340	
6798 · Utility Terrain Vehicle	2,115	2,789	7,200	39%
<b>Total 6750 · Apparatus Equipment</b>	<b>5,838</b>	<b>17,160</b>	<b>110,827</b>	<b>15%</b>
<b>6800 · Utilities</b>				
6811 · Alarm		330	1,630	20%
6821 · Electricity / Gas	7,913	12,589	71,500	18%
6831 · Propane	179	428	17,316	2%
6841 · Trash	283	920	3,708	25%
6851 · Water / Sewer	376	1,118	8,731	13%
<b>Total 6800 · Utilities</b>	<b>8,751</b>	<b>15,385</b>	<b>102,885</b>	<b>15%</b>
<b>6900 · Capital Expenditures</b>				
6941 · Admin Office Equipm & Computers	(627)		8,200	
<b>Total 6900 · Capital Expenditures</b>	<b>(627)</b>		<b>8,200</b>	
<b>Total 6500 · Facility &amp; Equipment Related</b>	<b>20,484</b>	<b>154,558</b>	<b>597,512</b>	<b>26%</b>
<b>7000 · Vehicle Related</b>				
7001 · Insurance		14,654	35,262	42%
<b>7010 · Maintenance</b>				
7011 · Accessories	2,026	2,969		
7016 · Batteries		97		
7021 · Body	1,948	5,607		
7026 · Brakes	123	123		
7031 · Drive Train	1,123	1,691		
7036 · Pumps		18		
7041 · Tires	3,308	9,506		
7046 · Tools & Shop Related	1,219	1,687		
7048 · All Categories for Budget			109,560	
7049 · Outside Agency Vehicle Maint	(8,897)	(267)		
<b>Total 7010 · Maintenance</b>	<b>850</b>	<b>21,431</b>	<b>109,560</b>	<b>20%</b>
<b>7050 · Fuel</b>				
7051 · Fuel	7,144	14,213	86,412	16%
7050 · Fuel - Other	92	407		
<b>Total 7050 · Fuel</b>	<b>7,236</b>	<b>14,620</b>	<b>86,412</b>	<b>17%</b>
<b>Total 7000 · Vehicle Related</b>	<b>8,086</b>	<b>50,705</b>	<b>231,234</b>	<b>22%</b>

## Nevada County Consolidated Fire District Operating Fund 722 August 2023

	Aug 23	Jul - Aug 23	Budget	% of Budget
<b>7500 · General &amp; Admin Related</b>				
<b>7501 · Office Expense</b>				
7502 · Administration	183	359	7,000	5%
7506 · Board	141	152	750	20%
7508 · Computer & Software Expense	9,566	15,796	86,233	18%
7509 · Copier Expense			1,500	
7511 · Memberships	1,115	5,340	16,155	33%
7516 · Mileage Reimbursements			150	
7521 · Postage & Delivery	176	175	1,100	16%
7501 · Office Expense - Other	0	0		0%
<b>Total 7501 · Office Expense</b>	<b>11,181</b>	<b>21,822</b>	<b>112,888</b>	<b>19%</b>
<b>7550 · Professional Services</b>				
7551 · Accounting	4,400	4,900	19,100	26%
7556 · Computer & IT Support	943	2,103	17,120	12%
7561 · Consultants		600	22,000	3%
7563 · Hiring Expense	249	249	6,300	4%
7566 · Legal Expense	2,776	3,405	40,075	8%
7571 · Medical Director		1,650	6,600	25%
<b>Total 7550 · Professional Services</b>	<b>8,368</b>	<b>12,907</b>	<b>111,195</b>	<b>12%</b>
<b>7590 · Publications</b>				
7591 · Legal Notices			600	
7596 · Marketing / Advertising			500	
<b>Total 7590 · Publications</b>			<b>1,100</b>	
<b>7600 · Special District</b>				
7621 · LAFCo		7,901	6,663	119%
7631 · Nevada County Fees			84,389	
<b>Total 7600 · Special District</b>		<b>7,901</b>	<b>91,052</b>	<b>9%</b>
<b>7650 · Prevention</b>				
7651 · Code Purchases	1,552	1,552	1,800	86%
7653 · Investigation Supplies		2,273	4,300	53%
7657 · Inspection Supplies			1,500	
7661 · Prof Svcs / Plan Checks	380	380	2,500	15%
7663 · Public Education Supplies	879	879	6,000	15%
7665 · Subscriptions / Memberships		60	3,000	2%
7667 · Training	990	990	9,000	11%
7669 · Other Prevention / Law Enforce	145	361	3,500	10%
<b>Total 7650 · Prevention</b>	<b>3,946</b>	<b>6,495</b>	<b>31,600</b>	<b>21%</b>
<b>7800 · JPA</b>				
7831 · Dispatch Charges			185,000	
7841 · Dues / Administration			13,505	
<b>Total 7800 · JPA</b>			<b>198,505</b>	
<b>Total 7500 · General &amp; Admin Related</b>	<b>23,495</b>	<b>49,125</b>	<b>546,340</b>	<b>9%</b>
<b>8500 · Strike Team Non Labor Expenses</b>	<b>715</b>	<b>715</b>		
<b>Total Expense</b>	<b>500,055</b>	<b>2,025,353</b>	<b>8,006,695</b>	<b>25%</b>

**Nevada County Consolidated Fire District**  
**Operating Fund 722**  
**August 2023**

	<u>Aug 23</u>	<u>Jul - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
Fund Over/<Under>	(438,647)	(1,894,832)	(201,235)	
Other Expense				
9101 · Grant Expense				
9101.09 · CA Fire Foundation Comm Veg Red	1,233	1,233		
Total 9101 · Grant Expense	<u>1,233</u>	<u>1,233</u>		
Total Other Expense	<u>1,233</u>	<u>1,233</u>		
Net Other	<u>(1,233)</u>	<u>(1,233)</u>		
Net Fund Activity	<u><u>(439,880)</u></u>	<u><u>(1,896,065)</u></u>	<u><u>(201,235)</u></u>	

**Nevada County Consolidated Fire District**  
**AB 1600 Mitigation Fund 733**  
August 2023

	<u>Aug 23</u>	<u>Jul - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Revenues</b>				
<b>4000 · Taxes &amp; Assessments</b>				
4160 · AB 1600 Mitigation Fees	6,252	35,065	125,000	28%
<b>Total 4000 · Taxes &amp; Assessments</b>	<u>6,252</u>	<u>35,065</u>	<u>125,000</u>	<u>28%</u>
<b>4800 · Other Revenue</b>				
4820 · Interest & Finance Charges			1,500	
<b>Total 4800 · Other Revenue</b>			<u>1,500</u>	
<b>Total Revenues</b>	<u>6,252</u>	<u>35,065</u>	<u>126,500</u>	<u>28%</u>
<b>Expense</b>				
<b>7500 · General &amp; Admin Related</b>				
<b>7550 · Professional Services</b>				
7561 · Consultants	1,200	2,835	23,000	12%
<b>Total 7550 · Professional Services</b>	<u>1,200</u>	<u>2,835</u>	<u>23,000</u>	<u>12%</u>
<b>Total 7500 · General &amp; Admin Related</b>	<u>1,200</u>	<u>2,835</u>	<u>23,000</u>	<u>12%</u>
<b>Total Expense</b>	<u>1,200</u>	<u>2,835</u>	<u>23,000</u>	<u>12%</u>
<b>Fund Over/&lt;Under&gt;</b>	<u>5,052</u>	<u>32,230</u>	<u>103,500</u>	<u>31%</u>
<b>Net Fund Activity</b>	<u><u>5,052</u></u>	<u><u>32,230</u></u>	<u><u>103,500</u></u>	

## Nevada County Consolidated Fire District Special Tax Fund 734

August 2023

	Aug 23	Jul - Aug 23	Budget	% of Budget
<b>Revenues</b>				
4000 · Taxes & Assessments				
4150 · Special Tax of 2012		(3,318)	1,041,058	(0%)
<b>Total 4000 · Taxes &amp; Assessments</b>		(3,318)	1,041,058	(0%)
4800 · Other Revenue				
4820 · Interest & Finance Charges			2,100	
<b>Total 4800 · Other Revenue</b>			2,100	
<b>Total Revenues</b>		(3,318)	1,043,158	(0%)
<b>Expense</b>				
7500 · General & Admin Related				
7600 · Special District				
7631 · Nevada County Fees			10,411	
<b>Total 7600 · Special District</b>			10,411	
<b>Total 7500 · General &amp; Admin Related</b>			10,411	
<b>Total Expense</b>			10,411	
<b>Fund Over/&lt;Under&gt;</b>		(3,318)	1,032,747	
<b>Net Fund Activity</b>		(3,318)	1,032,747	

**Nevada County Consolidated Fire District**  
**Capital Fund 758**  
**August 2023**

	<u>Aug 23</u>	<u>Jul - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Revenues</b>				
<b>4800 · Other Revenue</b>				
<b>4850 · Sale Surplus Equipment</b>		38,000	275,000	14%
<b>Total 4800 · Other Revenue</b>		38,000	275,000	14%
<b>Total Revenues</b>		38,000	275,000	14%
<b>Expense</b>				
<b>6500 · Facility &amp; Equipment Related</b>				
<b>6650 · Maintenance</b>				
<b>6681 · Facility Maint &amp; Improvements</b>			175,000	
<b>Total 6650 · Maintenance</b>			175,000	
<b>6700 · Medical Supplies</b>				
<b>6716 · EMS Supplies</b>		19,198		
<b>Total 6700 · Medical Supplies</b>		19,198		
<b>6900 · Capital Expenditures</b>				
<b>6911 · Stations</b>			103,000	
<b>6921 · Apparatus &amp; Equipment</b>	34,127	100,991	387,355	26%
<b>Total 6900 · Capital Expenditures</b>	34,127	100,991	490,355	21%
<b>Total 6500 · Facility &amp; Equipment Related</b>	34,127	120,189	665,355	18%
<b>7500 · General &amp; Admin Related</b>				
<b>7550 · Professional Services</b>				
<b>7561 · Consultants</b>			20,500	
<b>Total 7550 · Professional Services</b>			20,500	
<b>Total 7500 · General &amp; Admin Related</b>			20,500	
<b>Total Expense</b>	34,127	120,189	685,855	18%
<b>Fund Over/&lt;Under&gt;</b>	(34,127)	(82,189)	(410,855)	20%
<b>Net Fund Activity</b>	<u>(34,127)</u>	<u>(82,189)</u>	<u>(410,855)</u>	



## Nevada County Consolidated Fire District Check History Report

August 2023

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	08/03/2023	261980	AFLAC	763.76
	08/03/2023	261930	BLUE SHIELD OF CALIFORNIA	35,563.72
	08/03/2023	V975837	FDAC Employee Benefits Authority	1,380.65
	08/03/2023	V975824	KAISER FOUNDATION HEALTH PLAN	15,289.63
	08/03/2023	V975794	SPECIAL DIST RISK MGMT AUTH.	4,441.98
	08/03/2023	261999	STANDARD INSURANCE COMPANY	899.00
	08/03/2023	261921	U.S. FIRECOM	225.00
	08/03/2023	V975891	Isaiah Saenz	248.50
	08/03/2023	V975803	PURCHASE POWER	85.47
	08/10/2023	262103	Verizon Wireless Services	50.00
	08/10/2023	262102	CalPERS 457 Plan (Def. Comp)	1,442.69
	08/10/2023	V976432	NATIONWIDE RETIREMENT SOLUTION	7,316.68
	08/10/2023	V976426	NEVADA COUNTY PROF FF ASSN	1,120.00
	08/10/2023	V976414	NCCFD - EFTPS (Fed & State Taxes)	35,794.60
	08/10/2023	912640	CalPERS (Retirement)	43,954.99
	08/14/2023	912665	CalPERS (Retirement)	1,400.00
	08/14/2023	262263	NID	31.23
	08/14/2023	262256	WASTE MANAGEMENT OF NEV. CO.	16.09
	08/14/2023	262264	NID	55.58
	08/14/2023	262257	WASTE MANAGEMENT OF NEV. CO.	7.68
	08/14/2023	262259	WASTE MANAGEMENT OF NEV. CO.	386.62
	08/14/2023	262258	WASTE MANAGEMENT OF NEV. CO.	442.30
	08/14/2023	262260	WASTE MANAGEMENT OF NEV. CO.	404.11
	08/14/2023	262261	WASTE MANAGEMENT OF NEV. CO.	212.60
	08/14/2023	262265	CalCARD (US BANK)	30,988.98
	08/14/2023	262262	WASTE MANAGEMENT OF NEV. CO.	46.44
	08/14/2023	V976540	A TO Z SUPPLY	16.32
	08/14/2023	262297	AUBURN FORD	320.24
	08/14/2023	262289	Auburn Tire	3,807.49
	08/14/2023	262274	B&C ACE HOME & GARDEN CENTER	237.58
	08/14/2023	V976581	Bare Bones Workwear	94.71
	08/14/2023	262286	BETTS TRUCK PARTS	79.10
	08/14/2023	V976601	Big Brand Tire & Service	1,396.31
	08/14/2023	V976596	BoutinJones	456.00
	08/14/2023	262304	GOLDEN STATE EMERGENCY VEHICLE	96.98
	08/14/2023	262277	HBE RENTALS	24.14
	08/14/2023	V976564	HUNT & SONS, INC.	5,678.48
	08/14/2023	262275	L.N. CURTIS & SONS (Stale Dated Check)	0.00
	08/14/2023	262300	MEM ELECTRICAL INC	450.00
	08/14/2023	V976602	MESCHER DOOR COMPANY	250.00
	08/14/2023	262306	Mid-Sierra Towing &Repair	760.00
	08/14/2023	V976547	MISSION LINEN SUPPLY, INC.	58.48
	08/14/2023	262278	NETWORK DESIGN ASSOCIATES	507.50
	08/14/2023	262288	NFPA	1,552.00

## Nevada County Consolidated Fire District Check History Report

August 2023

Date	Num	Name	Paid Amount
08/14/2023	V976548	PURCHASE POWER	90.85
08/14/2023	262310	RIEBES AUTO PARTS	167.34
08/14/2023	V976574	ROBINSON ENTERPRISES, INC.	1,248.58
08/14/2023	262299	SCOTT'S PPE RECON, INC.	245.75
08/14/2023	262283	SIERRA METAL FABRICATORS, INC.	406.80
08/14/2023	262285	SUBURBAN PROPANE	132.89
08/14/2023	V976577	TargetSolutions	1,602.80
08/14/2023	V976600	THE UNION (Gold Hill Media)	249.00
08/14/2023	V976557	WALKER'S OFFICE SUPPLY	118.20
08/14/2023	262292	WITMER ASSOCIATES, INC. dba	81.97
08/14/2023	262296	AUBURN FORD	109.22
08/14/2023	262284	SUBURBAN PROPANE	22.31
08/14/2023	262293	WITMER ASSOCIATES, INC. dba	202.93
08/21/2023	262428	CALIFORNIA FIRE CHIEFS ASSN.	960.00
08/21/2023	262432	AT&T CALNET 3	474.04
08/21/2023	262431	NID	109.06
08/21/2023	262430	NID	180.07
08/21/2023	V976700	A TO Z SUPPLY	20.92
08/21/2023	262445	A&A A/C & HEATING	98.00
08/21/2023	262488	ADVANTAGE GEAR, INC.	32.18
08/21/2023	V976701	BENTON, BROCK	125.00
08/21/2023	V976712	BURTON'S FIRE APPARATUS	69.54
08/21/2023	262500	FECHTER & COMPANY, CPA's	3,000.00
08/21/2023	262502	GOLDEN STATE EMERGENCY VEHICLE	455.77
08/21/2023	V976703	HILLS FLAT LUMBER COMPANY	2.88
08/21/2023	262466	LIEBERT CASSIDY WHITMORE	2,320.00
08/21/2023	V976704	MISSION LINEN SUPPLY, INC.	126.48
08/21/2023	262458	NETWORK DESIGN ASSOCIATES	435.00
08/21/2023	V976708	RIVERVIEW INTERNATIONAL TRUCKS	148.32
08/21/2023	262515	SAC ICE, LLC	661.63
08/21/2023	262506	Synapse Technologies Inc.	7,150.00
08/21/2023	262489	ADVANTAGE GEAR, INC.	128.70
08/21/2023	262490	ADVANTAGE GEAR, INC.	230.59
08/24/2023	262661	CalPERS 457 Plan (Def. Comp)	2,443.77
08/24/2023	V976760	NCCFD - EFTPS (Fed & State Taxes)	36,259.93
08/24/2023	V976775	NEVADA COUNTY PROF FF ASSN	1,120.00
08/24/2023	V976784	NATIONWIDE RETIREMENT SOLUTION	7,497.36
08/24/2023	912693	CalPERS (Retirement)	42,773.16
08/28/2023	262769	L.N. CURTIS & SONS (Re-Issue Payment)	13,143.72
08/28/2023	262770	AT&T CALNET 3	28.53
08/28/2023	V976915	A TO Z SUPPLY	13.81
08/28/2023	262801	ADVANTAGE GEAR, INC.	32.18
08/28/2023	V976921	AIRGAS, NCN	218.80
08/28/2023	262802	AUBURN FORD	257.02
08/28/2023	V976936	BURTON'S FIRE APPARATUS	47.29

## Nevada County Consolidated Fire District Check History Report

**August 2023**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
08/28/2023	262833	GOLDEN STATE EMERGENCY VEHICLE	172.93
08/28/2023	V976940	Greene, Kevin	42.74
08/28/2023	V976918	HILLS FLAT LUMBER COMPANY	137.47
08/28/2023	V976935	HUNT & SONS, INC.	1,835.14
08/28/2023	262785	NETWORK DESIGN ASSOCIATES	198.00
08/28/2023	V976923	RIVERVIEW INTERNATIONAL TRUCKS	308.44
08/28/2023	262841	SAC ICE, LLC	285.00
08/28/2023	V976913	SUNDE, JOSH	78.60
08/28/2023	262799	WITMER ASSOCIATES, INC. dba	318.89
<b>Total Fund 722:</b>			<b><u><u>326,973.23</u></u></b>
<b><u>Fund 733</u></b>			
08/21/2023	262492	WILLDAN FINANCIAL SERVICES	1,200.00
<b>Total Fund 733:</b>			<b><u><u>1,200.00</u></u></b>
<b><u>Fund 758</u></b>			
08/21/2023	262429	WESTAMERICA BANK (WT84 Annual Payment 1/7)	34,126.98
<b>Total Fund 758:</b>			<b><u><u>34,126.98</u></u></b>

## Nevada County Consolidated Fire District Credit Card History Report

August 2023

Num	Name	Paid Amount
<b>Fund 722</b>		
BENTON	REED'S LOCKSMITHING	92.22
BENTON	Diamond Pacific	204.03
BENTON	Treestuff Co.	428.07
BENTON	West Marine	602.18
BENTON	AMAZON: USAR Supplies	106.25
BENTON	Targer	216.99
COOMBE	AMAZON: St. 59 Facility Mtc	288.12
COOMBE	AMAZON: St. 89 Supplies	325.69
DAVISON	AMAZON: Wellness	47.28
FIN MGR	STREAMLINE	200.00
FIN MGR	AT&T Long Distance	40.26
FIN MGR	SMARTER BROADBAND	200.00
FIN MGR	Cloudflare	5.00
FIN MGR	COMCAST	406.78
FIN MGR	AT&T (Carol Stream)	43.88
FIN MGR	PACIFIC GAS & ELECTRIC CO.	7,912.98
FIN MGR	COMCAST	136.33
FIN MGR	MICROSOFT OFFICE	1,355.14
FIN MGR	SMARTER BROADBAND	40.00
FIN MGR	OPTIMUM (SUDDENLINK)	26.61
FIN MGR	OPTIMUM (SUDDENLINK)	159.45
FIN MGR	COMCAST	146.86
FIN MGR	VERIZON WIRELESS	808.70
GREENE	Casper.com	2,755.32
GREENE	MAC TOOLS	361.28
GREENE	Auburn Extreme Powersports	1,476.39
GREENE	DISH NETWORK	98.81
GREENE	Auburn Extreme Powersports	10.61
JACKSON	AMAZON: St. 86 Supplies	30.09
JACKSON	AMAZON: St. 86 Supplies	15.59
JACKSON	AMAZON: St. 86 Supplies	5.99
JACKSON	AMAZON: St. 86 Supplies	204.67
JOHNSEN	PK Safety	425.70
LONG	AMAZON: Admin Supplies	19.35
LONG	Filezilla Pro Enterprise Server	299.00
LONG	STAPLES	24.94
LONG	STAPLES	71.15
LONG	AMAZON: Computer/Software Supplies	45.68
LONG	AMAZON: Computer/Software Supplies	21.49
LONG	AMAZON: Admin Office Supplies	14.71
LONG	AMAZON: St. 59 Computer/Software Supplies	29.01
LONG	CALIFORNIA FIRE CHIEFS ASSN.	75.00
LONG	AMAZON: Admin Supplies	59.11
LONG	Zoom	299.80

## Nevada County Consolidated Fire District Credit Card History Report

August 2023

Num	Name	Paid Amount
MARGHERITA	Drive Line Service of W. Sacramento	23.24
MARGHERITA	Auburn Extreme Powersports	16.40
MARGHERITA	CORNWELL ANDERSON TOOL	856.61
MASON	CCAI	495.00
MCELHANNON	Sacramento Fire	1,000.00
MCELHANNON	Habit Burger Grill	43.27
MCELHANNON	Del Taco	34.88
MCELHANNON	Wal Mart	17.14
MENET	Sam's Club	138.86
MENET	Wal Mart	63.05
NIEDERBERGE	AMAZON: Uniforms	10.30
NIEDERBERGE	AMAZON: St.84 Facility Mtc	28.37
NIEDERBERGE	AMAZON: Uniforms	8.16
NUNNINK	TRACTOR SUPPLY CO	1,088.86
NUNNINK	Fire Instruction	425.00
NUNNINK	Holiday Inn Express (Oakdale, CA)	209.26
NUNNINK	Chevron (Auburn, CA)	92.91
NUNNINK	AMAZON: St.84 Supplies	249.78
ROBITAILLE	Northridge of Nevada City	112.16
ROBITAILLE	ROBINSON ENTERPRISES, INC.	69.35
ROBITAILLE	ROBINSON ENTERPRISES, INC.	69.59
ROBITAILLE	Grand Sierra Resort	100.57
ROBITAILLE	Grand Sierra Resort	100.57
ROSS	Shell Gas	200.00
ROSS	Shell Gas	93.04
SMITH	Chevron (Chowchilla, CA)	105.44
SMITH	Chevron "Fast5Xpress" (Beaumont, CA)	16.00
SMITH	Petro#390 Chevron (Lebec, CA)	74.00
SMITH	Shell (Fresno, CA)	131.21
SMITH	Mtech Inc.	2,051.34
SULLIVAN	INTERNATIONAL ASSOC. OF FIRE CHIEFS	1,848.00
SULLIVAN	INTERNATIONAL ASSOC. OF WILDLAND FIRE	80.00
SULLIVAN	Wesco	269.00
SULLIVAN	Bare Bones Workwear	279.83
SULLIVAN	Arrow Mountain	878.85
SULLIVAN	Delta Airlines	609.40
SUNDE	BIG 5 SPORTING GOODS	54.23
SUNDE	Southwest Airlines	557.96
TELLAM	CCAI	495.00
TELLAM	THE UPS STORE #5417/TAJI INC.	95.00
TELLAM	EFI Global	380.00
WEATHERS	AMAZON: St. 86 Supplies	220.61
		33,828.75
	<b>Total Fund 722:</b>	<b>33,828.75</b>



**Agenda Items 3 & 4**

# **Closed Session**

**Nevada County Consolidated Fire District**

**ORDINANCE NO. OR23-01**

**ESTABLISHING CAPITAL IMPROVEMENT FEE FOR ALL  
DEVELOPMENTS WITHIN THE FIRE DISTRICT**

**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, and the prior independent districts, 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 engaged Willdan Financial Services to update the District’s Capital Fire Facilities Fee to meet the needs of future growth, and

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF NEVADA COUNTY CONSOLIDATED FIRE DISTRICT hereby ordains as follows:**

**SECTION 1. Amendment of Fee Schedule**

The Board of Directors of the District amends the Capital Fire Facilities Fee schedule as set forth in attached Exhibit “A” and directs that the fees shall be uniformly applied to new construction and develop within the District boundaries.

**SECTION 2. Collection of the Fee**

The Board of Directors of the District gives the authority to staff to collect the fees at the District’s administrative office(s).

**SECTION 3. Effective Date**

The fees provided for herein shall become effective October 1, 2023, or as soon thereafter as possible, and shall remain in effect through December 31, 2040.

**SECTION 4. Annual Fee Adjustment**

The Capital Facilities Fees shall be adjusted annually, beginning on October 1, 2024 and each October 1 thereafter, by the change in the California Construction Cost Index, as provided by the State of California Department of General Services Real Estate Service Division, for the prior fiscal year.

**SECTION 5. Revision of Fee Schedule**

The Board of Directors of the District may, from time to time, revise this fee schedule as a result of changes in required capital expenses of the District associated with new construction and development and/or the consolidation with other Districts.

This ordinance shall take effect, and be in force, at the expiration of thirty (30) days after approval by the Board of Supervisors of the County of Nevada. **PASSED AND ADOPTED** by the Board of Directors of the Nevada County Consolidated Fire District, County of Nevada, State of California, at a regular meeting of said Board, held on the 21st day of September, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

BY:

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Tricia Bush,  
Secretary to the Board

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



Note: The calculation of fees is available in the Fire Facilities Impact Fee Study for Nevada County Consolidated Fire District, which is available at NCCFIRE.com.

**Exhibit A**

**Capital Fire Facilities Fee**

**Proposed Fees**

Land Use	Areawide Fee	Non-Hydrant Area Surcharge
Residential Dwelling Unit	\$ 0.63	\$ 0.04
Accessory Dwelling Unit (ADU)		
-750 Sq Ft or more	\$ 0.63	\$ 0.04
-Less than 750 Sq Ft	\$ -	\$ -
Nonresidential		
Commercial	\$ 1.21	\$ 0.08
Office	\$ 1.15	\$ 0.07
Industrial	\$ 0.63	\$ 0.04
Agriculture	\$ 0.02	

**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).

**Exhibit B**

**Capital Fire Facilities Fee**

**Current Fees**

Land Use	Areawide Fee	Non- Hydrant Area Surcharge
Residential Dwelling Unit	\$ 0.45	\$ 0.02
Accessory Dwelling Unit (ADU)		
-750 Sq Ft or more	\$ 0.45	\$ 0.02
-Less than 750 Sq Ft	\$ -	\$ -
<b>Nonresidential</b>		
Commercial	\$ 0.90	\$ 0.06
Office	\$ 0.85	\$ 0.06
Industrial	\$ 0.47	\$ 0.04
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).



# Nevada County Consolidated Fire District

## Resolution 23-25

### A Resolution Designating the Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees

**WHEREAS**, the Nevada County Consolidated Fire District is a contracting agency of the California Public Employees' Retirement System; and

**WHEREAS**, the Public Employees' Retirement Law ("PERL") requires that a contracting local government agency determine (a) whether an employee of such agency in which he/she is classified as a "local safety member" is disabled for purposes of the Public Employees' Retirement Law and (b) whether such disability is "industrial" within the meaning of the PERL;

**WHEREAS**, the District Board of the Nevada County Consolidated Fire District may delegate responsibility and authority under section 21173 of the Government Code to a body or officer of the District.

**NOW, THEREFORE, BE IT RESOLVED** by the District Board of the Nevada County Consolidated Fire District as set forth:

Section 1. The District Board hereby delegates to the District Fire Chief or their designee the authority to file disability applications on behalf of all employees pursuant to Government Code section 211753;

Section 2. The Nevada County Consolidated Fire District does hereby delegate to the District Fire Chief or his/her designee, the authority to make any and all determinations on behalf of the Nevada County Consolidated Fire District under section 21152(c) of the Government Code, as it may from time to time be amended, of the existence of a disability and whether such disability is industrial, and to certify such determinations and all other necessary information to the California Public Employees' Retirement System; and

Section 3. That the District Fire Chief or his/her designee is authorized to make applications on behalf of the Nevada County Consolidated Fire District for disability retirement on behalf of eligible employees and to initiate requests for reinstatement of such employees who have previously been retired for disability; and

Section 4. A certified copy of this Resolution must be placed on file with the California Public Employees Retirement System or must accompany all such resolutions or letters of designation signed by the delegate named in this resolution and be included as part of the submission to the California Public Employees Retirement System;.

Section 5. The Nevada County Consolidated Fire District hereby adopts the following procedures for processing applications of local safety members for disability retirement:



# Nevada County Consolidated Fire District

## Resolution 23-25

### A Resolution Designating the Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees

(1) Verification of CalPERS determination of member eligibility

Upon receipt of verification from the California Public Employees Retirement System that the member is eligible to apply for disability retirement, the District Fire Chief will proceed with determination.

(2) Contingencies Completed

An initial determination will begin after determination that the following conditions have been met:

- 4850 payments have been exhausted
- Employee has exhausted all leave balances
- OR Employee has filed for disability retirement

(3) Promissory Note

In the event applicant becomes eligible for Advanced Disability Pension Payments. Applicant must sign a promissory note agreeing to repay and Advance disability Pension Payments made by the District should the applicant later be deemed ineligible for retirement.

(4) Determination of Disability

An initial determination will be made by the District upon medical and other available evidence offered by either the applicant or the District to determine whether the applicant is substantially incapacitated from the performance of his or her duties. The determination shall be made within six months of the date of the District 's receipt of CalPERS request for such determination unless this time requirement is waived in writing by the applicant. The District Fire Chief or his/her designee shall certify the District 's findings and direct them to CalPERS.

A resolution determination for disability retirement will include all the following information statements:

- A statement certifying under penalty of perjury that the determination was not used as a substitute for the disciplinary process.
- A statement certifying under penalty of perjury that the determination was made based on competent medical opinion.
- A finding indicating the member has been found substantially incapacitated from the performance of the usual duties of his/her position.



# Nevada County Consolidated Fire District

## Resolution 23-25

### A Resolution Designating the Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees

- A statement that there is competent medical opinion certifying the disability is expected to a) be permanent; b) last at least twelve consecutive months from the date of an application for benefit; c) will result in death.
- A statement confirming whether or not the member had filed a workers compensation claim(s) for his or her disabling condition(s) and if so, whether the claim was accepted.
- A finding by the employer as to whether the causation of the disability was industrial.
- A statement by the employer documenting the member's last day on payroll.
- A statement by the employer as to whether there is, or is not, a possibility of third-party liability present.
- The monthly amount and beginning date of Advance Disability Pension Payments (ADPP) paid or to be paid to the member along with the address where the reimbursement check should be mailed.
- A certified copy of this signed resolution must accompany the determination resolution.

#### (5) Appeal Process

If the applicant requests a hearing pursuant to the PERL, the hearing shall be held in conformity with Government Code section 21156, as it may from time to time be amended.

Once the District issues its decision following a hearing, the decision and findings will be served on the applicant by certified mail and CalPERS will be notified.

If applicant is found to be substantially incapacitated the District shall so certify to CalPERS. If applicant is found not to be substantially incapacitated the applicant will be further advised that he or she has thirty calendar days to seek judicial review, not including prospective or prophylactic restrictions as defined by CalPERS guidance on disability retirement and in CA Government Code Section 21166 which excludes any determination of disability under Labor Code 4600, 5811 or any other provision of the Labor Code.

**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 21st day of September, 2023 by the following roll call:



# Nevada County Consolidated Fire District

## Resolution 23-25

### A Resolution Designating the Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees

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 23-26

### Fee Schedule of Prevention, Regulatory Programs, Incidents and Other Services

**WHEREAS**, the Board of Directors of the Nevada County Consolidated Fire District has determined that there is a need for a Fee Schedule for services provided; and

**WHEREAS**, the current fee schedule was approved by Ordinance 17-01 at the regular board meeting on May 18, 2017; and

**WHEREAS**, Ordinance 17-01 specifies fees can be adjusted annually beginning October, 2018 and each October thereafter, based on the actual cost calculations provided by staff; and

**WHEREAS**, staff has performed cost calculations.

**NOW, THEREFORE, BE IT RESOLVED** the fee schedule be updated to reflect the updated cost calculations, as specified on the attached exhibit.

**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 21st day of September, 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**  
**Fee Schedule for**  
**Prevention, Regulatory Programs, Incidents and Other**

The following Fee Schedule provides the cost to be paid by the requestor for the services listed. It does not provide comprehensive review, instruction, forms or government codes associated with each service listed. Those can be obtained by contacting district staff.

The fees reflect the minimum fee associated with providing these services.

Payment of fees and quotes for Permits, Reviews, Office time, Field time, Planned Events and other items, are required before services are provided. Actual costs incurred above the minimum fee paid will be billed. Amounts not paid when due are subject to late fees, as specified in item Z.

**Expedited services outside of normal business hours will be invoiced at double the normal rate.**

Items not specifically described within the fee schedule will be assigned a fee category by determination of the Fire Marshal.

Inquires and payments can be sent to NCCFD, 640 Coyote Street, Nevada City, CA 95959 or call (530) 265-4431. Payments can also be paid on our website at [www.nccfire.com](http://www.nccfire.com).

<b>Hourly Rate</b>	<b>\$</b>	<b>175.00</b>
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**A. Office Time - Hourly - 1 hour minimum**

1. General		
a. Preapplication review	\$	175.00
b. Consultation and Meetings	\$	175.00
c. Research	\$	175.00
d. Miscellaneous plan reviews	\$	175.00
e. Review of revised plans or proposals	\$	175.00

**B. Field Time - 1 hour minimum**

1. General		
a. Site inspections	\$	175.00
b. Vacant lot inspection with drone.	\$	225.00
*This includes drone fee (\$50.00/hour)		
b. Second and subsequent inspections of deficiencies	\$	175.00
c. Failure to cancel inspection requests	\$	175.00
d. Witness additional test or procedures above what is allowed in minimum fee	\$	175.00
e. Inspection of health care, day care and other facilities requiring fire safety clearance for licensing.	\$	175.00
f. Meetings, public hearings, etc.	\$	175.00

**C. Incident Reports, Investigation Reports, and Photocopy Costs**

1. Incident reports		
a. Printed	\$	25.00
b. Emailed	\$	20.00
2. Inspection reports		
a. Printed	\$	25.00
b. Emailed	\$	20.00

Effective October 1, 2023



**Nevada County Consolidated Fire District**  
**Fee Schedule for**  
**Prevention, Regulatory Programs, Incidents and Other**

3.	Investigation reports		
	a. Printed	\$	25.00
	b. Emailed	\$	20.00
4.	Digital Photographs - emailed		
	a. Up to 20	\$	20.00
	b. Over 20, each additional	\$	0.50
5.	CD - Photo or video	\$	25.00
6.	Thumb drive	\$	30.00
7.	Photocopies (per page)	\$	0.50
8.	Scans - Actual time spent scanning and sending.	Minimum \$	5.00
9.	Body Cam Footage	\$	50.00

**D. Operation Permits (Minimum fee - additional charges may apply)**

1.	Aviation Fees <i>(Aircraft servicing, repair and aircraft fuel-servicing vehicles)</i>	\$	262.50
2.	Aviation Fees in excess of #1 - hourly, 1/2 hour minimum		
3.	Cannabis operations	\$	262.50
4.	Compressed gas		
	a. Storage and use, including fixed installation of medical gas	\$	175.00
	b. Medical gas system - new installation; code compliance review and site inspections.	\$	262.50
5.	Cryogenes	\$	175.00
6.	Dust producing operations, including woodworking and cabinet shops	\$	175.00
7.	Explosives and blasting agents	\$	175.00
8.	Fireworks	\$	437.50
9.	Flammable/combustible liquids <i>(for underground tanks, see section E)</i>		
	a. Storage cabinet, each location	\$	175.00
	b. Storage rooms	\$	262.50
	c. Inside storage	\$	175.00
	d. Outside storage	\$	175.00
	e. Dispense	\$	262.50
	f. Install or repair equipment	\$	437.50
10.	Repair Garages and Motor Fuel Dispensing Facilities	\$	262.50
11.	Hazardous materials	\$	350.00
12.	Hazardous production materials	\$	350.00
13.	High piled combustible storage	\$	350.00
14.	Liquefied petroleum gas		
	a. Dispense	\$	175.00
	b. Install tank less than 2,000 gallon water capacity	\$	175.00
	c. Install tank more than 2,000 gallon water capacity	\$	262.50
	d. Underground residential tank	\$	262.50
	e. Underground commercial tank	\$	525.00
15.	Lumber Yard	\$	262.50
16.	Mobile Food Preparation Vehicles	\$	175.00
17.	Ovens, industrial baking or drying	\$	350.00

Effective October 1, 2023

**Nevada County Consolidated Fire District**  
**Fee Schedule for**  
**Prevention, Regulatory Programs, Incidents and Other**

18. Place of assembly		
a. Occupancy by 50 to 99 persons	\$	175.00
b. Occupancy by 100 to 299 persons	\$	262.50
c. Occupancy of more than 300 persons	\$	350.00
19. Spray painting		
a. Spray booths and spray areas	\$	175.00
b. Code compliance review and testing of fire suppression system	\$	437.50
20. Tents, canopies, and temporary membrane support structures	\$	262.50
21. Waste Handling	\$	262.50
22. Welding or cutting operations in any occupancy	\$	175.00
23. Outdoor Events	\$	262.50
24. Miscellaneous Permits, 1 hour minimum	\$	175.00
25. Multiple permit discount (each after 1st permit)	\$	(87.50)
Discount applies for multiple inspections at same location at same time.		

**E. Operation Permits (Minimum Fee - applied to hourly charge)**

1. Flammable/Combustible liquids		
a. Installation of underground tanks		
1. Base fee (single tank)	\$	525.00
2. Fee for each additional tank	\$	87.50
b. Removal of underground tanks		
1. Base fee (single tank)	\$	350.00
2. Fee for each additional tank	\$	87.50
2. Auxiliary Power Equipment		
a. Residential	\$	175.00
b. Business	\$	262.50

**F. Building Plan and Occupancy Review (Minimum Fee - applied to hourly charges)**

All new building construction and tenant improvements will have a minimum fee of 3 hours with additional charges being billed monthly.

\$ 525.00

Outside Service - Cost plus 10% and inspection fees  
(discretion of the Fire Marshal)

**G. Fire Suppression and Detection System Review (Minimum Fee - applied to hourly charge).**

1. Fire alarm systems		
1 hour minimum, will bill additional time	\$	175.00
b. Fire sprinkler monitoring	\$	175.00
c. Tenant improvement of 999 square feet or less	\$	175.00
d. Tenant improvement of more than 1,000 square feet	\$	175.00
2. Fire hydrant system, on-site	\$	525.00
3. On-site water storage systems	\$	262.50
4. Fire sprinkler systems	\$	350.00
5. Hood and duct fire suppression system	\$	350.00
Outside Service - Cost plus 10% and inspection fees (discretion of the Fire Marshal)		

Effective October 1, 2023

**Nevada County Consolidated Fire District**  
**Fee Schedule for**  
**Prevention, Regulatory Programs, Incidents and Other**

**H. Land Use Review (Minimum Fee- applied to hourly charges)**

1.	2nd Dwelling/Accessory Dwelling Unit	\$	437.50
2.	Subdivisions		
	a. 1 or 2 newly created parcels	\$	350.00
	b. 3 or 4 newly created parcels	\$	437.50
	c. 5 to 9 newly created parcels	\$	525.00
	d. 10 or more newly created parcels	\$	787.50
3.	Temporary roadside business		
	a. Enclosed area, single use	\$	175.00
	b. Enclosed area, multiple use	\$	262.50
4.	Use Permit	\$	87.50
5.	Site plan review	\$	87.50
6.	Cannibas Administrative Development Permit	\$	350.00

**I. Incidents**

1.	Bill by Fire Recovery at their published rates		
2.	OES incident response - Per CFAA guidelines and prevailing rates		
3.	Investigation (hourly)		Actual Cost

**J. Equipment Hourly - Quoted upon request**

1. Engine Company - Planned Events - (includes staffing)
2. Water Tender - Planned Events (includes staffing)
3. Drone Surveillance

**K. Staffing - Planned Events**

1. Quoted upon request

**Y. Other**

1.	Legal Appearance		Actual Cost
2.	Mechanic Shop Rate (hourly)	\$	110.00
3.	Administrative (hourly)	\$	85.00
4.	Credit card convenience fee paid directly to processor- the greater of:		\$3.00 or 2.65%
5.	Certified Postage and Other activities		Actual Cost

**Z. Late Fees**

1. 01-30 days past due, 10% late fee
2. 31-60 days past due, 25% late fee
3. 61 + days past due, 1% additional per month for each month or partial month, the fee remains unpaid.
4. Over 90 past due, additional fees may apply along with referral to collections, and revoking of permits if applicable.
5. Non-Sufficient Fund check - applicable late fee plus \$25 processing fee.



# Nevada County Consolidated Fire District

## Resolution 23-27

### Resolution Establishing A Health Reimbursement Arrangement

**WHEREAS**, the Nevada County Consolidated Fire District (“District”) desires to establish a health reimbursement arrangement to provide for the reimbursement of health insurance premiums of certain eligible retirees pursuant to the terms and conditions of said plan; and

**WHEREAS**, the Board of Directors have reviewed a proposed form of plan document, the Nevada County Consolidated District Retiree Health Premium Reimbursement Plan (“Plan”), prepared by Best Best & Krieger LLP, to establish a health reimbursement arrangement which allows participants to exclude the value of eligible reimbursements from the participant’s income under Internal Revenue Code Section 105(b); and

**WHEREAS**, The Plan incorporates Schedule “A” which identifies the amount of the Allowance which may change annually as determined by the Board, and as such, it is necessary that District staff have the authority to automatically update or revise Schedule “A” whenever adjustments to the Allowance are approved by the Board of Directors; and

**WHEREAS**, the Board of Directors desires to authorize the Fire Chief, or his or her designee, to execute the proposed plan document on behalf of the District, along with any future amendments that contain only non-substantive and/or administrative changes or are otherwise directed by the Resolution of the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Nevada County Consolidated Fire District as follows:

SECTION 1. That the Nevada County Consolidated Fire District Retiree Health Premium Reimbursement Plan (“Plan”), a copy of which is attached hereto as Exhibit A, is hereby adopted effective as of October 1, 2023.

SECTION 2. The Fire Chief, or his or her designee, is hereby authorized to duly execute the Plan on behalf of District, along with any future amendments that contain only non-substantive and/or administrative changes or are otherwise directed by Resolution of the Board of Directors.

SECTION 3. The Administrative Services Manager, or his or her designee, is hereby authorized to automatically update Schedule “A” of the Plan as adjustments to the Allowance referenced therein are approved by the Board of Directors.

SECTION 4. Nothing in this Resolution shall be construed to create any vested right to retiree health benefits under the Plan or otherwise. The District Board of Directors reserves the absolute right to modify or terminate health benefits, reimbursements, or contributions for any or all retirees, before or after retirement, without compensation or provision of any substitute benefits.



# Nevada County Consolidated Fire District

## Resolution 23-27

### Resolution Establishing A Health Reimbursement Arrangement

**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 21st day of September, 2023 by the following roll call:

Ayes:  
Noes:  
Absent:  
Abstain:

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

Attest:

---

Tricia Bush, Secretary of the Board

#### **Resolution 23-27 Attachment List:**

- Attachment 1: Health Reimbursement Arrangement (HRA)
- Attachment 2: Sample NCCFD HRA Claim Form
- Attachment 3: Sample NCCFD HRA Enrollment Form & Elections Agreement

**NEVADA COUNTY CONSOLIDATED FIRE DISTRICT  
RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN**

The Employer hereby establishes the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN as of October 1, 2023, on the following terms and conditions.

ARTICLE I  
TITLE AND PURPOSE

This plan shall be known as the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN. The Plan is intended as an uninsured health reimbursement arrangement to provide reimbursement of health insurance premiums. The Employer intends that the Plan qualify as an accident and health plan within the meaning of Section 106 of the Internal Revenue Code (the “Code”) so that the Employer’s contributions on behalf of Participants will be excludable from gross income for federal income tax purposes and Section 105 of the Code so that the benefits provided under the Plan are eligible for exclusion from the Participant’s income.

ARTICLE II  
DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.1 Allowance. “Allowance” shall refer to the amount set forth at Schedule “A”. The Allowance is intended for the purpose of reimbursing a Participant for Health Premiums paid by the Participant and shall only be paid upon the District receiving satisfactory substantiation of the Participant’s payment of Health Premiums.

2.2 Benefits. “Benefits” means any amounts paid to a Participant in the Plan as reimbursement for Health Premiums.

2.3 CalPERS. “CalPERS” shall refer to the California Public Employees’ Retirement System created under the authority of the Public Employees’ Retirement Law as provided under Section 20000 et. seq. of the California Government Code and as administered by the Board.

2.4 COBRA. “COBRA” means the health care continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272), as amended, and the regulations issued thereunder.

2.5 Code. “Code” means the Internal Revenue Code of 1986, and the same as may be amended from time to time.

2.6 Dependent. “Dependent” means an individual who is the legal dependent of the Participant, as defined in Section 152 of the Code, determined without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B), and any child of the Participant (as defined in Code Section 152(f)(1)) who as of the end of the Plan Year has not attained age 27 years.

2.7 Dependent Domestic Partner. “Dependent Domestic Partner” shall mean a Domestic Partner who meets the following five requirements: (1) Domestic Partner has the home of Participant as his or her principal abode and is a member of Participant’s household during the entire taxable year of Participant; (2) Domestic Partner’s gross income for the calendar year in which such taxable year begins is less than the exemption amount, as defined in Section 151(d) of the Code; (3) Domestic Partner receives more than half of his or her support from Participant for the year; (4) Domestic Partner is not a qualifying child, as defined in Section 152(c) of the Code, of any taxpayer for any taxable year beginning in the calendar year in which such taxable year begins; and (5) the relationship between Domestic Partner and Participant is not in violation of local law.

2.8 Domestic Partner. “Domestic Partner” means an individual that has fulfilled the requirements of a registered domestic partnership pursuant to Section 297 of the California Family Code.

2.9 Effective Date. “Effective Date” shall mean October 1, 2023, the date this Plan first became effective.

2.10 Employer. “Employer” means the District and any other local government entity which adopts this Plan with the consent of the District, and any successor of such Employer electing to continue this Plan.

2.11 District. “District” means the Nevada County Consolidated Fire District, a local government entity.

2.12 Health Premiums. “Health Premiums” means amounts paid by the Participant, or his or her Spouse or Domestic Partner, and/or Dependents, as premiums for medical, dental, and vision insurance coverage (including hospitalization, surgical, and medical insurance and COBRA continuation coverage for the Participant’s dependents).

2.13 Participant. “Participant” means a Retired Employee who is eligible to receive benefits under this Plan after his or her Separation Date.

2.14 Plan. “Plan” means the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN.

2.15 Plan Administrator. “Plan Administrator” or “Administrator” means the individual holding the position of Administrative Services Manager. The Plan Administrator shall be responsible for the administration of the Plan, including the delegation of various Plan responsibilities and duties; however, the District reserves the right to appoint any person or entity, including another employee, to administer the Plan on its behalf.

2.16 Plan Year. “Plan Year” means each twelve-month period commencing each July 1 and ending on June 30.

2.17 Retired Employee. “Retired Employee” shall refer to an employee of the District who has at least ten (10) continuous Years of Service with the District and that retired from service with the District through CalPERS on or after October 1, 2023. An employee is deemed to be “retired from service with the District” if his or her effective retirement date is within 120 days of separation from employment with the District and: (1) is receiving a service retirement allowance from CalPERS resulting from the employee’s service to the District; or (2) is receiving an industrial disability retirement allowance from CalPERS resulting from the employee’s service to the District.

2.18 Separation Date. “Separation Date” shall mean the date of Retired Employee’s separation from service with the Employer.

2.19 Spouse. “Spouse” means a spouse, by legal marriage, of the Participant.

2.20 Year of Service. “Year of Service” shall mean the twelve (12) consecutive month period beginning with a Participant’s date of hire and each anniversary of that date during which such Participant provides services on behalf of the District of an average of forty (40) hours per week.

### ARTICLE III ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. This Plan shall cover all Retired Employees. A Retired Employee who is eligible to participate in this Plan pursuant to this Section 3.1 shall be eligible to receive Benefits as of the later of the Effective Date or the date that he or she submits the election form required under Section 3.2. A Retired Employee who has met the foregoing eligibility requirements shall be referred to as a Participant.

3.2 Participation. All eligible Retired Employees shall submit a duly completed election form to the Plan Administrator, in the form provided by the Plan Administrator, to commence participation in the Plan. Participants shall not be required to submit a subsequent election form prior to each Plan Year unless a Participant chooses to make a change in the previously submitted form. A Participant’s election to participate in the Plan shall continue to be valid until expressly revoked or altered.

3.3 Duration of Benefit; No Survivor Benefits. Benefits shall be available to a Participant for the sooner to occur of the following: (1) a period not to exceed ten (10) years from the date that Participant first becomes eligible to receive benefits under this Plan; (2) the date upon which Participant becomes eligible for Medicare; or (3) the Participant’s death. There shall be no survivor benefits.



ARTICLE IV  
BENEFITS AND CONTRIBUTIONS

4.1 Benefits. Participants shall be eligible for a monthly Allowance, in the amount set forth in Schedule “A”, which shall be available to Participant only in the form of a reimbursement for substantiated Health Premiums, as that term is defined in Section 2.12 of this Plan. Any portion of the monthly Allowance that is not used to reimburse substantiated Health Premiums incurred in the same month shall be forfeited.

(a) Substantiation. The Allowance is intended for the purpose of reimbursing a Participant for Health Premiums actually paid by the Participant and shall only be paid upon the District receiving satisfactory substantiation of the Participant’s payment of the premiums.

4.2 Funding. The Benefits provided herein shall be paid solely by the District; provided, however, that the District’s reimbursements to each Participant shall be limited to the amount of substantiated Health Premiums incurred by the Participant which are properly submitted for reimbursement by the Participant and shall not exceed the Allowance in effect for the month.

4.3 No Funding Under Cafeteria Plan. Under no circumstances will the Benefits be funded with salary reduction contributions, employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions under a cafeteria plan be treated as the District contributions to the Plan.

4.4 Taxable Benefits. Any Benefits provided to a Domestic Partner, other than a Dependent Domestic Partner, shall constitute wages of the Participant and shall be subject to inclusion in the gross income of the Participant.

ARTICLE V  
PAYMENT OF BENEFITS

5.1 Claims for Benefits. No Benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator on a form specified by the Plan Administrator.

5.2 Reimbursement of Health Premiums. A Participant must first submit a written claim to the Administrative Services Department, unless otherwise designated by Plan Administrator, to receive reimbursement of his or her Health Premiums in accordance with Sections 4.1 and 5.3. Reimbursement will generally be provided to a Participant within thirty (30) days after a qualifying claim for reimbursement is submitted for the actual cost of Health Premiums incurred while that individual is a Participant in the Plan. The District shall establish procedures which shall require the Participant to substantiate the payment of premiums for insurance coverage.

5.3 Claims Procedures.

(a) Written Claim. Each Participant who desires to receive

reimbursement under the Plan for his or her Health Premiums shall submit a claim on a form provided by the District, or responses to other supplementary factual requests, containing the following information:

- (1) the name of the person or persons on whose behalf Health Premiums have been incurred;
- (2) the nature of the expenses so incurred;
- (3) the date of the expenses so incurred;
- (4) the amount of the requested reimbursement; and
- (5) that such expenses have not otherwise been paid through insurance or reimbursed from any other source.

The claim shall be accompanied by satisfactory substantiation of the Participant's payment of premiums. As soon as is administratively feasible, the Plan Administrator or his or her designated claims administration representative shall review all the forms submitted by Participants in accordance with the foregoing procedures and shall pay each Participant the Benefits which each Participant is entitled to receive under the Plan, in accordance with the Plan.

(b) Time Limit. No expenses shall be reimbursed for any Plan Year unless the Participant applies for such reimbursement within ninety (90) days after the conclusion of the Plan Year.

(c) Claims Processing. The Plan Administrator will review the claim and will advise the Participant of any Benefit to which he or she is entitled. If a Participant believes he or she has not been reimbursed in accordance with the Plan or has not been advised of his or her Benefits, he or she may submit a written request to the Plan Administrator to provide either an explanation of how Benefits are reimbursed or further information of his Benefits. The Plan Administrator must respond to such a request within a reasonable time.

Additionally, the Plan Administrator will provide to every claimant, who is denied a claim for Benefits, a written notice stating in a format determined to be understood by the claimant:

- (1) the specific reason or reasons for the denial;
- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim; and
- (4) an explanation of the claim review procedure set forth in Paragraph (d) below.

(d) Claims Review. Within sixty (60) days of receipt by a claimant of a notice denying a claim under Paragraph (a), the claimant or his or her duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator or by the administrator which may be appointed by the District for that purpose. The Plan Administrator may extend the sixty (60) day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his or her duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Plan Administrator shall make a decision promptly, and not later than 60 (sixty) days after the Plan Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based

## ARTICLE VI ADMINISTRATION

### 6.1 Allocation of Responsibility for Administration.

(a) Plan Administrator. The Plan Administrator shall have only those powers, duties, responsibilities and obligations as are specifically given to the Plan Administrator under the Plan or under any administration agreement between the Plan Administrator and the District.

(b) District Responsibilities. The District shall have the sole responsibility for making the contributions provided for under Article IV and shall have the sole authority to amend or terminate, in whole or in part, the Plan at any time.

(c) Plan Administrator's Responsibilities. The Plan Administrator shall have the sole responsibility for the administration of the Plan, as set forth herein. The Plan Administrator warrants that any directions given, information furnished, or action taken by him or her shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. The Plan Administrator shall be responsible for the proper exercise of his, her or its own powers, duties, responsibilities and obligations under this Plan and shall not be responsible for any act or failure to act of another employee. Neither the Plan Administrator nor the District makes any guarantee to any Participant for any loss or other event because of Participant's participation in the Plan.

(d) Transfer of Duties. The District may, at any time, assign all or any portion of the Plan Administrator's duties to a third party.

### 6.2 Powers and Duties of Plan Administrator.

(a) Powers and Duties Delegated to Plan Administrator. The Plan Administrator shall supervise the administration of the Plan. The Plan Administrator shall be responsible for ensuring that the terms and conditions of the Plan are carried out for the exclusive

benefit of persons entitled to participate in the Plan without discrimination. The Plan Administrator shall have full power to administer the Plan, subject to the applicable requirements of the law and any administration agreement executed by and between the District and Plan Administrator. For this purpose, the Plan Administrator's powers shall include the following:

(1) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any Benefits hereunder;

(2) to prescribe the procedures for Participants to follow in filing applications for Benefits and to prepare forms to be used by Participants;

(3) to prepare and distribute, in such manner as the Plan Administrator determines appropriate, information explaining the Plan;

(4) to receive from the District, Participants and other persons, such information as shall be necessary for the proper administration of the Plan;

(5) to furnish to the District and Participants, upon request, annual reports detailing the administration of the Plan;

(6) to receive, review and keep on file such records pertaining to the Plan as the Plan Administrator deems convenient and proper;

(7) to allocate his, her or its administrative responsibilities;

(8) to appoint or employ individuals and any other agents the Plan Administrator deems advisable, including legal and actuarial counsel, to assist in the administration of the Plan;

(9) to adopt such rules as the Plan Administrator deems necessary, desirable or appropriate, subject to applicable laws. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances; and

(10) to take all other steps necessary to properly administer the Plan in accordance with its terms and conditions and the requirements of applicable laws.

(b) Powers and Duties Not Delegated to Plan Administrator. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any Benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for Benefits under the Plan, except as may be expressly provided herein. Interpretations of the provisions of the Plan shall not be deemed to be additions, subtractions or modifications of the Plan.

6.3 Indemnification of Plan Administrator. The District agrees to indemnify any employee serving as Plan Administrator (including any employee or former employee who formerly served as Plan Administrator), against any and all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by Board of

Directors) occasioned by any act or omission to act in connection with the Plan, if such act or omission is made in good faith pursuant to the provisions of the Plan and not as a result of the Plan Administrator's gross negligence or willful misconduct.

6.4 Claims Procedure. All claims for benefits that are provided through insurance contracts, whether such contracts are between an insurer and the District or an insurer and Participant, shall be made by filing a claim for benefits in accordance with the claims procedure set forth under the insurance contract. The District does not have the authority or responsibility for processing, reviewing or paying such claims. All disputes regarding those claims shall be resolved in accordance with the procedures set forth in the separate document concerning those benefits.

6.5 COBRA. Notwithstanding any provision of this Plan to the contrary, to the extent required by COBRA (as defined in Section 2.4), any Participant in this Plan (or other qualifying beneficiary) whose coverage terminates under the Plan because of a COBRA qualifying event, shall be given the opportunity to continue, on a self-pay basis, the same coverage that he or she had under the Plan the day before the qualifying event for the periods described in COBRA, subject to all conditions and limitations under COBRA.

## ARTICLE VII HIPAA PRIVACY STANDARDS

7.1 Protection of Individually Identifiable Health Information. the District and the Plan have adopted policies and procedures ("Privacy Policy") for the sole and limited purpose of complying with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR § 164.102 *et seq.*, as amended (the "Privacy Rule"). The manner in which these provisions will be administered shall in no way affect, or be taken into account in determining, the benefits under the Plan with respect to any individual.

7.2 Definitions. The defined terms and phrases used in this Article shall carry the same meaning and intent set forth under the Privacy Rule, and in some instances may replace the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth herein and those of Article II, the defined terms shall carry the meaning prescribed under the Privacy Rule.

7.3 Protected Health Information. For purposes of this Article VII, Protected Health Information (or "PHI") means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is limited to the information created or received by Business Associate, or is made accessible to Business Associate. Further, PHI means individually identifiable information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g,

records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.

7.4 Identity of Plan Sponsor. the District shall be the Plan Sponsor for purposes of the Privacy Rule when performing Plan administration functions or Plan Sponsor functions, when acting on behalf of the Plan with respect to its obligations under the Privacy Rule, and when acting on behalf of the Plan's participants and beneficiaries with respect to Participation and Enrollment Information. The Privacy Official shall act for the Plan Sponsor and shall be entitled to delegate its powers and responsibilities in accordance with its usual practices.

7.5 Responsibilities and Undertakings. The Plan Sponsor shall be responsible for making any necessary certifications to the Plan. Such certifications shall be delivered to the Plan's Privacy Official. The Plan Sponsor also undertakes and agrees that it:

- (a) Shall not use or disclose any PHI except as to those uses specifically permitted under the Privacy Rule.
- (b) Shall require any agents or subcontractors to whom it discloses PHI to agree to the same restrictions on the use and disclosure of PHI as apply to the Plan Sponsor.
- (c) Shall not use or disclose PHI for any employment-related actions of the District.
- (d) Shall not use or disclose PHI in connection with any other benefits or benefit plan, program, or arrangement of the District.
- (e) Shall report to the Privacy Official any uses or disclosures of PHI inconsistent with the Privacy Policy of which it becomes aware.
- (f) Shall make PHI available in accordance with an individual's right of access in accordance with the Privacy Policy.
- (g) Shall make PHI available for amendment and shall incorporate amendments in accordance with the Privacy Policy.
- (h) Shall make information available to provide any required accounting of disclosures of PHI in accordance with the Privacy Policy.
- (i) Shall make available to the Secretary of Health and Human Services its internal practices, books, and records relating to the use and disclosure of PHI from the Plan for purposes of determining the Plan's compliance with the Privacy Rule.
- (j) Shall, if feasible, return to the Plan or destroy any PHI from the Plan that it maintains in any form, and shall retain no copies of the PHI when the PHI is no longer needed for the purpose for which

disclosure was originally made. If it is not feasible to return or destroy the PHI, the Plan Sponsor agrees that it shall further limit any uses and disclosures to those purposes that make the return or the destruction of the information not feasible.

- (f) Shall ensure that adequate separation between the Plan Sponsor and the Plan is established.

#### 7.6 Uses and Disclosures of Protected Health Information.

(a) Certification. The Plan, and any Health Insurance Issuer or Health Maintenance Organization with respect to the Plan, may disclose PHI to the Plan Sponsor only following receipt of the Plan Sponsor's certification that the Plan has been amended in accordance with the requirements of the Privacy Rule.

(b) Plan Administration. The Plan Sponsor shall be permitted to the limited use and disclosure of PHI for purposes of plan administration, including all Payment Activities and health care operations, as permitted under the Plan's Privacy Policy.

(c) Compliance with Privacy Rule. The Plan Sponsor shall be entitled to those uses and disclosures of PHI as permitted by the Privacy Rule to the extent necessary for compliance, including but not limited to any uses and disclosures permitted (1) without permission from an individual; (2) only with explicit or implicit authorization; or (3) because the PHI has been cleansed.

(d) Participation and Enrollment Information. Participation and Enrollment Information may be disclosed as necessary to the Plan Sponsor.

(e) Summary Health Information. Summary Health Information may be disclosed to the Plan Sponsor for the limited purpose of performing Plan Sponsor functions.

(f) Individuals With Access to PHI. The Privacy Official and his or her delegates, if any, are permitted to have access to PHI disclosed to or by the Plan. In addition, the Plan Sponsor shall designate the individual(s) or group(s) of individuals under the direct control of the Plan Sponsor who are permitted to have access to PHI disclosed by or to the Plan.

(g) Limitations on Disclosures of, Access to, and Uses of PHI. PHI may be disclosed from the Plan only for Plan Administration Functions performed on behalf of the Plan, and the other purposes identified in the Plan's Privacy Policy.

### ARTICLE VIII AMENDMENT; TERMINATION

8.1 Amendment. The Plan may be amended by the Board of Directors at any time and from time to time. This Plan may be amended by a written resolution adopted by a majority of the Board of Directors.

8.2 Termination. The Plan may be terminated at any time by the District. Termination of the Plan shall be effected by a written resolution adopted by a majority of the Board of Directors.

ARTICLE IX  
MISCELLANEOUS

9.1 Non-Assignability and Facility of Payment. Benefits payable under the Plan are not in any way subject to the debts or other obligations of the persons entitled thereto and may not be voluntarily or involuntarily sold, transferred or assigned to any person or persons other than the provider or providers of such Benefits. When any person entitled to Benefits under the Plan is under a legal disability or, in the Plan Administrator's opinion, is unable to manage his or her affairs, then, to the extent permitted under the applicable group contract, the Plan Administrator may cause his or her Benefit to be paid to his or her legal representative for his or her benefit, or to be applied for his or her benefit in any other manner that the Plan Administrator may determine.

9.2 Mistake of Fact. Any misstatement or any other mistake of fact in any notice or other document filed with the District or Plan Administrator shall be corrected when it becomes known and proper adjustment made by reason thereof. Neither the District nor the Plan Administrator shall be liable in any manner for any determination of fact made in good faith.

9.3 Source of Payments. the District shall be the sole source of Benefits under the Plan. No Participant shall have any right to, or interest in, any assets of the District except as provided from time to time under the Plan, and then only to the extent of the Benefits which are payable under the Plan to such Participant.

9.4 Status of Benefits. the District believes that this Plan is written in accordance with Section 105 of the Code and that it provides certain benefits to Participants which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

9.5 Applicable Law. Subject to the provisions of ERISA, which may be applicable and which provide to the contrary, this Plan, as amended from time to time, shall be administered, construed and enforced according to the laws of the State of California.

9.6 Employment Rights. Employment rights of an employee shall not be deemed to be enlarged or diminished by reason of the establishment of this Plan, nor shall any provisions of this Plan be deemed to confer any right upon any employee to be retained in the service of the District.

9.7 Construction. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine or neuter gender, and the singular shall be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section.



IN WITNESS WHEREOF, the Employer has caused this Nevada County Consolidated Fire District Retiree Health Premium Reimbursement Plan to be executed on \_\_\_\_\_, 2023.

EMPLOYER:

NEVADA COUNTY CONSOLIDATED  
FIRE DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
CONTENT:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Attorneys for Employer

**SCHEDULE "A"**  
*Effective July 1, 2023*

**NEVADA COUNTY CONSOLIDATED FIRE DISTRICT  
RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN**

*All terms used in this schedule which are capitalized shall be defined in accordance with the definitions found in Article II of the Plan.*

The monthly Allowance available to a Participant for the reimbursement of Health Premiums shall be determined on the basis of Years of Service as set forth below:

<u>YEARS OF SERVICE</u>	<u>MONTHLY CAP</u>
10-14	\$135.00
15 – 19	\$220.00
20 – 22.49	\$305.00
22.5 – 24	\$390.00
25	\$475.00
26	\$560.00
27	\$645.00
28	\$730.00
29	\$815.00
30 or more	\$900.00

**CERTIFICATION OF NEVADA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT TO THE NEVADA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN**

The NEVADA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT is the sponsor of the NEVADA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN. The Plan includes health care components within the meaning of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The health care components of the Plan include the following separate group health plans:

❖ Self-funded health reimbursement arrangement

The Plan is a group health plan within the meaning of HIPAA. The Plan and the Nevada County Consolidated Fire Protection District desire to exchange health information protected under HIPAA for purposes related to administration of the Plan. The Nevada County Consolidated Fire Protection District, acting in its capacity as plan sponsor of the Plan (“Plan Sponsor”) makes the following certifications for purposes of administering the Plan as required by the “Standards for Privacy of Individually Identifiable Health Information,” 45 CFR § 164.102 et seq. (the “Privacy Rule”):

The plan document of the Plan incorporates the following provisions and Plan Sponsor agrees to:

- not use or further disclose any protected health information (“PHI”) received from the Plan (including any health insurance issuer or HMO with respect to the group health plan) except as permitted or required by the Plan documents or required by law;
- ensure that any agents to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
- not use or disclose PHI for employment-related actions and decisions;
- not use or disclose PHI in connection with any other benefit plan, program, or arrangement of the Nevada County Consolidated Fire Protection District except to the extent such other benefit plan, program or arrangement is part of an organized health care arrangement of which the Plan also is a part;
- report to the Plan any use or disclosure of PHI that is inconsistent with the uses and disclosures specified in the Plan of which it becomes aware;
- give individuals access rights to PHI in its possession in accordance with 45 CFR §164.524 and the policies and procedures of the Plan;

- permit individuals to request amendment of their PHI in the Plan Sponsor's possession, and to make any necessary amendments, in accordance with 45 CFR §164.526 and the policies and procedures of the Plan;
- make information available to provide any necessary accounting of disclosures of PHI in accordance with 45 CFR §164.528 and the policies and procedures of the Plan;
- make its internal practices, books, and records relating to the use and disclosure of PHI from the Plan available to the Secretary of the Department of Health and Human Services for purposes of determining the Plan's compliance with the Privacy Rule;
- if feasible, return to the Plan or destroy any PHI from the Plan that it maintains in any form, and retain no copies of the PHI when the PHI is no longer needed for the purpose for which disclosure was originally made. If it is not feasible to return or destroy the PHI, the Plan Sponsor agrees that it shall further limit any uses and disclosures to those purposes that make the return or the destruction of the information not feasible; and
- ensure that adequate separation between the Plan Sponsor and the Plan is established.

PLAN SPONSOR

PLAN

NEVADA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT

NEVADA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN

By: \_\_\_\_\_  
 Name:  
 Title:  
 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Name:  
 Title: Privacy Official  
 Dated: \_\_\_\_\_

**NEVADA COUNTY CONSOLIDATED FIRE DISTRICT  
RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN**

REIMBURSEMENT CLAIM FORM

Retiree Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Directions:** List each expense separately. Attach copy of invoice or receipt reflecting name/address of payee, individuals covered and type of coverage. Canceled checks are not acceptable receipts. Please submit the claim to the Plan Administrator via any of the methods noted below.

**Health Premium Expenses (Premiums Only)**

Date of Expense	Description of Expense	Covered Persons	Amount
		<b>TOTAL:</b>	

**Certification**

I hereby certify that all health premium expenses submitted for reimbursement comply with the Nevada County Consolidated Fire District Retiree Health Premium Reimbursement Plan, and that such items have not (and will not) be covered by any other plan or program of any employer or other person.

Signature: \_\_\_\_\_

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

**This completed claim form may be submitted by fax to [Insert Fax #], by email to [insert email address] or in person or by mail to the [insert department] at the following address [insert address].**

**NEVADA COUNTY CONSOLIDATED FIRE DISTRICT  
RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN**

**ENROLLMENT FORM AND ELECTION AGREEMENT**

Nevada County Consolidated Fire District (“District”) has adopted the Nevada County Consolidated Fire District Retiree Health Premium Reimbursement Plan (“Plan”) effective July 1, 2023. If you are an eligible retiree under the terms of the Plan, you may elect to participate in the Plan pursuant to the terms set forth therein. Please complete this form and return it to the Plan Administrator to indicate your election on participating in the Plan.

**SECTION I: PERSONAL INFORMATION**

<b>Last Name:</b>	<b>First Name:</b>	<b>Gender:</b>	<b>Marital Status:</b> <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Registered <input type="checkbox"/> Domestic Partner
<b>Mailing Address:</b>	<b>Employee Number:</b>	<b>Contact Number:</b> (    )	
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	<b>Birth Date:</b> ____/____/____

**SECTION II: PARTICIPANT ELECTION**

Pursuant to the terms of the Plan, the District will make available to you an amount, as defined under the Plan, to be used for the purpose of reimbursement of health insurance premiums, subject to the terms set forth in the Plan.

Please select A *or* B below:

A. Election to Participate:

\_\_\_\_\_ I elect to participate in the Plan.

B. Election *not* to Participate:

\_\_\_\_\_ At this time, I decline to participate in the Plan. *(Skip to Signature Line)*

**SECTION III: OTHER ELECTIONS**

A. Method of Payment *(Please choose either direct deposit or check):*

\_\_\_\_\_ Direct Deposit: I authorize the District to deposit the reimbursement to which I am entitled via direct deposit to the bank account identified below. **Please enclose a voided check.**

ABA Number (9 digits): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

\_\_\_\_\_ Check: I hereby direct the District to issue the reimbursement to which I am entitled via check mailed to the mailing address identified in Section I above.

**SECTION IV: ELECTION AGREEMENT**

1. I hereby elect the option(s) listed above and revoke all prior elections, if any. I understand this election will remain in force until expressly revoked or modified by submitting a new election form to the District.
2. I understand that I must provide the District with substantiation of my health insurance premium expense in order to receive a reimbursement from the Plan.
4. The Plan is written and adopted in accordance with Section 105(b) of the Internal Revenue Code of 1986, as amended, and it provides that benefits paid to participants are excludible from Federal income tax. By accepting any benefit under the Plan, I agree to be liable for any taxes (plus applicable interest and penalties) which may be imposed with respect to the benefits received for any reason in the event it is determined that such benefit, for whatever reason, does not qualify for tax-free treatment under the Internal Revenue Code.
5. I agree to provide to the District any information relevant for the administration of the Plan, including any change in eligibility or in my address. Accordingly, the District is not responsible for any delay, liability or loss resulting from my failure to provide information necessary to determine the amount of benefits and where to deliver such benefits.
6. I hereby agree to repay to the District any excess benefit that I receive from the Plan due to my failure to provide timely information to the District.
7. I understand that written notice of any change to the contact information provided in Section I above must be provided to the Human Resources Department to the following mailing address or electronic mail address:

[Enter Mailing Address]

[Enter Email Address]

The District will not be responsible for any misdirected reimbursement due to my failure to provide updated contact information.

**I HAVE READ AND AGREE TO THE TERMS OF PARTICIPATION AND TO ANY APPLICABLE CERTIFICATIONS SET FORTH IN THIS AGREEMENT. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED IN THIS FORM IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Nevada County Consolidated Fire District

## Resolution 23-28

### Final Budget for the Fiscal Year 2023-24

**WHEREAS**, § 13895 of the California Health and Safety Code requires the adoption of an Operations Budget by the Board of Directors on or before October 1 each year at a public hearing; and

**WHEREAS**, management has identified the need to expend funds during Fiscal Year 2023-24 to maintain a designated level of service over and above operational expenditures; and

**WHEREAS**, the District currently has three designated Funds from which supplemental purchases may be taken; Fund 733 AB 1600, Fund 734 Special Tax Assessment (2012) and Fund 758 Capital Purchases (if necessary);

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Nevada County Consolidated Fire District hereby adopts the Final Budget for Fiscal Year 2023-24 in the amount of \$9,206,731 attached hereto as Exhibit "A", with the stipulation that all purchases comply with Resolution R21-39:

1. Fund 722 - \$7,416,904
2. Fund 733 - \$ 58,000
3. Fund 734 - \$1,059,652
4. Fund 758 - \$ 672,175

**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 21<sup>st</sup> day of September 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

Final Budget for  
Fiscal Year 2023-2024

**Presented By:**  
Jason Robitaille  
Fire Chief



# TABLE OF CONTENTS

- ▶ Overview Narrative Page 2
- ▶ Operating Fund 722 Budget Recap Page 4
- ▶ Budget Summary Operating Fund 722 Page 5
- ▶ Budget Summary Mitigation Fee Fund 733 Page 12



- ▶ Budget Summary Special Tax Fund 734 Page 13
- ▶ Budget Summary Capital Expenditure Fund Page 14
- ▶ Budget Summary All Fund Summary Page 15

# BOARD OF DIRECTORS



**Keith Grueneberg**  
Board President



**Patricia Nelson**  
Board Vice President



**Barry Dorland**  
Director



**Tom Carrington**  
Director



**Marianne Slade-  
Troutman**  
Director



**Jon Hall**  
Director



**Spencer Garrett**  
Director

## *Mission Statement*

We will provide the highest level of emergency services to our community by valuing our members, promoting positive leadership, and dedicating ourselves to excellence.

## OUR CORE VALUES

**To our Residents:** We owe the constituents of Nevada County the highest quality of service possible, characterized by responsiveness, integrity and professionalism. We will continually strive for improvement.

**To The Fire Agency:** We owe the Nevada County Fire District our full commitment and dedication. We will always look beyond the traditional scope of our individual positions to promote teamwork and organizational effectiveness.

**To Each Other:** We owe each other a safe working environment characterized by trust and respect for the individual, fostering open and honest communication at all levels.

**To Ourselves:** We owe ourselves personal and professional growth. We will seek new knowledge and greater challenges, and strive to remain at the leading edge of our profession.

# BUDGET SUMMARY

Fund 722 is the general operating fund of the district. The primary sources of the General fund are Property Taxes, Special Assessment, reimbursement for items such as strike team assignments, vehicle repairs and cost recovery, and other revenue for rentals, operations permits and plan reviews.

Fund 723 is an internal contingency fund for the district. This fund is to maintain 10% of revenue.

Fund 733 is for development impact fees, or more commonly known as AB 1600 mitigation fees. The revenue source from this fund is for new development (building) within the boundaries of Nevada County Consolidated Fire District. These funds are restricted for use for new improvements or services.

Fund 734 is the 2012 Special Tax fund; these funds are to maintain prompt local fire protection and emergency medical responses within the district. This was to maintain the current staffing and prevent the layoff of personnel. These funds are transferred to the general fund, 722, to maintain these services.

Fund 758 is the capital reserve fund of the district. The main revenue source for this fund is from the sale of surplus equipment and transfers from the general operating fund, 722. These funds cover expenses for capital improvement, apparatus, and equipment replacement.

<b>FISCAL YEAR 2023-24 BUDGET SUMMARY</b>	<b>Fund 722</b>	<b>Fund 723</b>	<b>Fund 733</b>	<b>Fund 734</b>	<b>Fund 758</b>	<b>Total</b>
<b>Revenue</b>						
Taxes & Assessments	\$ 7,838,912	\$ -	\$ -	\$ 1,059,652	\$ -	\$ 7,857,911 *
Reimbursements	\$ 129,240	\$ -	\$ -		\$ -	\$ 129,240
Other Revenue	\$ 53,740	\$ -	\$ 125,000	\$ 1,500	\$ 279,542	\$ 459,782
<b>Total Revenues</b>	<b>\$ 8,021,892</b>	<b>\$ -</b>	<b>\$ 125,000</b>	<b>\$ 1,061,152</b>	<b>\$ 279,542</b>	<b>\$ 8,446,934</b>
* This number reflects the transfer from fund 734 to 722						
<b>Expenditures</b>						
Salaries & Benefits	\$ 6,856,141	\$ -	\$ -	\$ -	\$ -	\$ 6,856,141
Personnel Related	\$ 209,831	\$ -	\$ -	\$ -	\$ -	\$ 209,831
Facility & Equipment	\$ 580,351	\$ -	\$ -	\$ -	\$ -	\$ 580,351
Vehicle Related	\$ 229,039	\$ -	\$ -	\$ -	\$ -	\$ 229,039
General & Admin	\$ 575,068	\$ -	\$ -	\$ -	\$ -	\$ 575,068
Capital Expenses	\$ -	\$ -	\$ 58,000	\$ -	\$ 672,175	\$ 730,175
Other	\$ 14,055	\$ -	\$ -	\$ 10,597	\$ -	\$ 24,652
<b>Total Expenditures</b>	<b>\$ 8,464,485</b>	<b>\$ -</b>	<b>\$ 58,000</b>	<b>\$ 10,597</b>	<b>\$ 672,175</b>	<b>\$ 9,205,257</b>
<b>Total Surplus / (Deficit)</b>	<b>\$ (442,593)</b>	<b>\$ -</b>	<b>\$ 68,500</b>	<b>\$ (48,682) **</b>	<b>\$ (392,633)</b>	<b>\$ (815,408)</b>
** Due to transfer of 22/23 funds in 23/24 fiscal year						
<b>Transfers - OUT / (IN)</b>	<b>\$ (325,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 325,000</b>	<b>\$ -</b>
<b>Beginning Balance</b>						
July 1, 2023	\$ 2,685,865	\$ 1,143,729	\$ 145,965	\$ 67,084	\$ 661,288	\$ 4,703,931
<b>Projected Ending Fund Balance</b>						
July 1, 2024	\$ 1,918,272	\$ 1,143,729	\$ 214,465	\$ 18,402	\$ 593,655	\$ 3,888,524

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

	2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Revenues</b>				
Taxes & Assessments	7,838,912	7,649,040	7,519,887	102%
Reimbursements	129,240	106,480	120,000	259%
Other Revenue	53,740	49,940	54,740	158%
<b>Revenue Total</b>	<b>8,021,892</b>	<b>7,805,460</b>	<b>7,694,627</b>	<b>105%</b>
<b>Operating Expenditures</b>				
<b>Wages &amp; Benefits</b>				
Wages	4,560,709	4,074,277	4,071,929	103%
Taxes	72,687	64,862	67,879	91%
Benefits	2,222,745	2,257,531	2,273,853	87%
<b>Wages &amp; Benefits Total</b>	<b>6,856,141</b>	<b>6,396,670</b>	<b>6,413,661</b>	<b>97%</b>
Personnel Related	209,831	234,441	220,270	90%
Facility & Equipment	580,351	597,511	550,545	84%
Vehicle Related	229,039	231,234	214,532	107%
Gen & Admin	575,068	546,340	506,911	96%
<b>Total Operating Expenditures</b>	<b>8,450,430</b>	<b>8,006,196</b>	<b>7,905,919</b>	<b>96%</b>
Other Income & Expense	(14,055)	-		
<b>Fund 722 Over / &lt;under&gt;</b>	<b>(442,593)</b>	<b>(200,736)</b>	<b>(211,292)</b>	
Seasonal program funded from prior yr		-		
<b>Fund 722 adjusted Over / &lt;under&gt;</b>	<b>(442,593)</b>	<b>(200,736)</b>		
<b>Beginning Cash Balance</b>	<b>2,685,865</b>	<b>2,024,545</b>		
Revenues	8,021,892	7,805,460		
<b>Available Cash</b>	<b>10,707,758</b>	<b>9,830,005</b>		
Expenditures	(8,450,430)	(8,006,196)		
Other Income & Expense	(14,055)	-		
Transfer Out Capital Expenditures (758)	(325,000)	(250,000)		
Transfer Out Contingency Fund (723)	-	-		
<b>Ending Cash Balance</b>	<b>1,918,272</b>	<b>1,573,809</b>		
<b>Contingency Fund (723)</b>				
Beginning Cash Balance	1,143,728	1,143,729		
Transfer In Operating Funds (722)	-	-		
<b>Ending Cash Balance</b>	<b>1,143,728</b>	<b>1,143,729</b>		

**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23		
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun	
<b>Revenues</b>					
<b><u>Taxes &amp; Assessments</u></b>					
4010 Current Secured (Tax)	3,808,156	3,771,520	3,661,951	100%	4.0% increase
4011 Prior Secured (Tax)	-	-	-		
4020 Current Unsecured (Tax)	55,013	50,012	57,942	101%	
4030 Prior Unsecured (Tax)	2,026	1,673	2,296	63%	
4040 Supplemental Secured (Tax)	104,000	31,083	100,000	150%	
4050 Supplemental Unsecured (Tax)	4,800	8,354	8,598	58%	
4060 Suppl Prior Unsecured (Tax)	307	307	388	133%	
4110 NCCFD Special Assessi	2,281,680	2,300,699	2,214,078	101%	3.0% increase
4150 Special Tax - 2012	1,040,653	1,022,747	1,001,388	101%	3% increase
4230 State - Homeowners (Tax)	24,888	24,888	24,888	99%	
4240 State Aid - Prop 172	517,390	437,757	448,358	119%	
4290 Other	-	-	-		
	<b>7,838,912</b>	<b>7,649,040</b>	<b>7,519,887</b>	<b>102%</b>	
4510 Fire Reimbursement (net)	75,000	75,000	75,000	911%	
4520 Prior Year Fire Reimbursement		-	-		
4540 Vehicle Repairs (Non-Tax)	5,000	5,000	5,000	128%	
4550 Cost Recovery (Non-Tax)	12,000	3,000	20,000	148%	
4690 Reimbursement - Other	37,240	23,480	20,000	208%	Includes DSI, Fair, Parking Rentals
<b>Subtotal</b>	<b>129,240</b>	<b>106,480</b>	<b>120,000</b>	<b>259%</b>	
<b><u>Other Revenue</u></b>					
4810 Inspections/Permits (Prevention)	8,300	7,500	7,500	106%	
4812 Plan Review (Prevention)	12,000	10,000	12,000	103%	
4820 Interest (Non-Tax)	25,000	25,000	32,000	183%	
4830 Rentals (Non-Tax)	4,440	4,440	3,240	112%	
4840 Other Current Svcs (Non-Tax)	4,000	3,000	-	0%	
4850 Sale: Surplus Equipment (net)	-	-	-	0%	
4860 Prior Year Revenue (Non-Tax)	-	-	-	0%	
4870 Other Revenue (Non-Tax)	-	-	-		
<b>Subtotal</b>	<b>53,740</b>	<b>49,940</b>	<b>54,740</b>	<b>158%</b>	
<b>Revenue Total</b>	<b>8,021,892</b>	<b>7,805,460</b>	<b>7,694,627</b>	<b>105%</b>	

**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Wages &amp; Benefits</b>				
<u>Wages (staffing level)</u>				
5111 Chief / Division Chief (2)	342,058	309,900	338,478 (2)	105%
5113 Battalion Chief (3)	384,926	351,592	350,039 (3)	102%
5114 Prevention(2)	261,749	235,682	152,289 (2)	99%
5121 Captains (9)	953,162	872,671	875,804 (9)	103%
5122 Lieutenants (6)	515,316	468,475	467,539 (6)	100%
5123 Firefighter (15)	1,002,588	739,305	652,987 (12)	98%
5131 Supplemental/Seasonal	166,421	166,421	157,277 (6)	
5132 PCF Program	5,500	5,500	4,800	84%
5141 Clerical(2.75)	203,743	211,058	203,691 (2.75)	91%
5145 Fire Mechanic (2)	169,989	158,719	149,089 (2)	100%
5151 Overtime	807,039	368,452	501,048	114%
5153 Additional Overtime Staffing	47,163	49,805	18,541	230%
5159 Station 59 Staffing	(461,783)			
5161 Strike Team	-	-	-	0%
5165 Strike Team Backfill	-	-	-	0%
5171 Holiday Stipend	97,883	83,623	80,199	106%
5173 Vacation Sell Back	61,685	48,572	115,648	88%
5185 Directors	4,500	4,500	4,500	83%
<b>Subtotal</b>	<b>4,561,938</b>	<b>4,074,277</b>	<b>4,071,929 (44.75)</b>	<b>103%</b>
<u>Taxes</u>				
5511 Medicare: Employer Tax	72,411	58,644	61,355	99%
5512 FICA: Employer Tax	1,172	620	887	97%
5521 SUI: Employer Tax	5,819	5,598	5,637	108%
5559 Station 59 Taxes	(6,696)			
<b>Subtotal</b>	<b>72,705</b>	<b>64,862</b>	<b>67,879</b>	<b>91%</b>
<u>Benefits</u>				
5711 CalPERS	1,145,801	1,206,610	1,258,282	90%
5731 Health Insurance	922,464	772,464	772,464	83%
5735 Life Insurance	14,400	14,400	14,400	78%
5751 Workers Comp Insurance	326,595	264,057	228,707	90%
5759 Station 59 Benefits	(186,288)			
<b>Subtotal</b>	<b>2,222,972</b>	<b>2,257,531</b>	<b>2,273,853</b>	<b>87%</b>
<b>Wages &amp; Benefits Total</b>	<b>6,857,615</b>	<b>6,396,670</b>	<b>6,413,661</b>	<b>97%</b>
% of Revenue	85.5%	82.0%	83.4%	
Adjusted for seasonals	83.4%	78.8%		

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

**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Personnel Related</b>				
<b><u>Clothing/PPE</u></b>				
6011 Uniforms	31,787	31,787	35,000	86%
6021 Personal Protective Equipment	44,004	64,004	51,500	100%
6031 Safety & PPE (per MOU)	33,990	33,990	38,000	93%
Subtotal	109,781	129,781	124,500	94%
<b><u>Food / Meals</u></b>				
6111 Meals - Administration	3,250	3,250	1,700	155%
6113 Meals - Fire & Training	1,500	1,000	1,000	63%
Subtotal	4,750	4,250	3,200	116%
<b><u>Training / Fitness</u></b>				
6211 Wellness	33,900	34,210	31,660	96%
6213 Fitness	6,100	6,100	5,910	102%
6221 Tuition/Licenses	31,250	33,050	30,500	69%
6232 Travel	12,000	13,000	10,000	76%
6241 Training Materials	1,500	1,500	2,500	100%
6246 Public Safety Training Center	1,550	1,550	1,000	0%
6261 Mandatory Licenses	2,500	2,500	2,500	114%
6271 Admin Training	6,500	8,500	8,500	87%
Subtotal	95,300	100,410	92,570	84%
<b>Personnel Related Total</b>	<b>209,831</b>	<b>234,441</b>	<b>220,270</b>	<b>90%</b>



**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Facility &amp; Equipment</b>				
<b>Communication</b>				
6511 Telephones	18,970	23,970	19,260	97%
6521 Cellular Phones	10,000	10,000	15,500	46%
Subtotal	28,970	33,970	34,760	74%
<b>Station</b>				
6551 Supplies & Services	20,000	20,000	24,760	69%
Subtotal	20,000	20,000	24,760	69%
<b>Insurance</b>				
6611 Liability, Property & Umbrella	119,850	144,130	85,000	97%
Subtotal	119,850	144,130	85,000	97%
<b>Facility Maintenance</b>				
6681 Facility Maintenance & Imp	158,600	155,000	189,000	76%
Subtotal	158,600	155,000	189,000	76%
<b>Medical Supplies</b>				
6716 EMS Supplies	15,500	22,500	18,500	81%
Subtotal	15,500	22,500	18,500	81%
<b>Apparatus Equipment</b>				
6751 Hose	28,600	22,000	22,000	41%
6756 Ladder	1,800	1,800	1,553	0%
6761 Suppression Equip/Small Tools	9,300	7,500	7,500	71%
6766 Power Tools	12,700	12,700	7,902	90%
6771 Pumps	4,820	4,820	4,337	107%
6776 Mobile Communication	13,354	16,517	7,685	107%
6781 Technical Rescue Equipment	13,300	13,300	13,000	90%
6782 Swift Water Rescue	5,410	5,410	-	
6783 Urban Search & Rescue	5,000			
6786 SCBA's	10,610	17,240	10,500	51%
6796 Drone	2,340	2,340	1,412	71%
6798 Utility Terrain Vehicle	7,200	7,200		
Subtotal	114,434	110,827	75,889	69%

Includes Siding - Station 81

**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Utilities</b>				
6811 Alarm	1,630	1,630	1,500	101%
6821 Electricity / Gas (PGE)	75,313	71,500	65,000	105%
6831 Propane	21,521	17,316	13,924	122%
6841 Trash	3,708	3,708	3,600	92%
6851 Water / Sewer	14,326	8,731	11,487	74%
Subtotal	116,497	102,885	95,511	103%
<b>Capital Expenditures</b>				
6911 Station	-	-	-	
6921 Equipment	-	-	-	0%
6931 Vehicle	-	-	-	0%
6941 Admin	6,500	8,200	27,125	105%
6951 Other	-	-	-	
Subtotal	6,500	8,200	27,125	105%
<b>Facility &amp; Equipment Total</b>	<b>580,351</b>	<b>597,512</b>	<b>550,545</b>	<b>84%</b>
<b>Vehicle Related</b>				
<b>Insurance</b>				
7001 Vehicle Insurance	24,630	35,262	10,085	195%
Subtotal	24,630	35,262	10,085	195%
<b>Maintenance</b>				
7048 All categories	109,560	109,560	111,000	
Subtotal	109,560	109,560	111,000	112%
<b>Fuel</b>				
7051 Fuel	94,849	86,412	93,447	91%
Subtotal	94,849	86,412	93,447	91%
<b>Vehicle Related Total</b>	<b>229,039</b>	<b>231,234</b>	<b>214,532</b>	<b>107%</b>

**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Gen &amp; Admin</b>				
<b>Office Expense</b>				
7502 Administration	7,750	7,000	4,500	132%
7506 Board	1,000	750	1,000	20%
7508 Computers	90,707	86,233	86,233	89%
7509 Copier	1,500	1,500	1,200	95%
7511 Memberships	16,155	16,155	16,190	99%
7516 Mileage Reimbursement	300	150	100	44%
7521 Postage & Delivery	1,100	1,100	1,100	92%
7531 Other	-	-	-	
Subtotal	118,512	112,888	110,323	91%
<b>Professional Services</b>				
7551 Accounting	19,100	19,100	15,000	96%
7556 Computer	17,120	17,120	14,980	79%
7561 Consultants	22,500	22,000	10,000	110%
7563 Hiring	11,945	6,300	11,380	153%
7566 Legal	41,420	40,075	46,675	72%
7571 Medical Director	6,600	6,600	6,600	100%
Subtotal	118,685	111,195	104,635	93%
<b>Publications</b>				
7591 Legal Notices	600	600	600	64%
7596 Marketing/Advertising	500	500	500	0%
Subtotal	1,100	1,100	1,100	35%
<b>Special District</b>				
7611 Election	-	-	30,000	108%
7621 LAFCo Budget Share	7,901	6,663	6,663	85%
7631 Nevada County Fees	85,145	84,389	89,228	92%
7641 Other	-	-	-	
Subtotal	93,046	91,052	125,891	95%

Negotiations included

**Budget Summary for:**  
**~Operating Fund 722~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b><u>Prevention</u></b>				
7651 Code purchases	2,000	1,800	1,800	105%
7653 Investigation supplies	4,300	4,300	4,300	73%
7657 Inspection supplies	1,500	1,500	1,500	7%
7661 Professional Svcs/Plan checks	2,500	2,500	2,500	4%
7663 Public Education supplies	6,000	6,000	3,100	58%
7665 Subscriptions/Memberships	3,000	3,000	1,400	114%
7667 Training	9,000	9,000	6,000	100%
7669 Other	16,050	3,500	1,500	195%
Subtotal	44,350	31,600	22,100	79%
<b><u>JPA</u></b>				
7831 Dispatch Charges	185,000	185,000	130,000	105%
7841 JPA Expense Allocation	14,375	13,505	12,862	100%
Subtotal	199,375	198,505	142,862	104%
<b>Gen &amp; Admin Total</b>	<b>575,068</b>	<b>546,340</b>	<b>506,911</b>	<b>96%</b>
<b>Strike Team Non Labor Direct Expenses</b>	<b>14,055</b>			
<b>Total Operating Expenditures</b>	<b>8,465,959</b>	<b>8,006,197</b>	<b>7,905,919</b>	<b>96%</b>
	-	-	-	
<b><u>Other Income &amp; Expense</u></b>				
9101 Grant Expense	-	-		
<b>Fund 722 Over / &lt;under&gt;</b>	<b>(444,067)</b>	<b>(200,737)</b>	<b>(211,292)</b>	

Budget Summary for: ~Mitigation Fee Fund 733~	FY 23-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 31-May
<b>Revenues</b>				
4160 Mitigation Fees	125,000	125,000	100,412	92%
4820 Interest	2,500	1,500	1,200	125%
<b>Revenue Total</b>	<b>127,500</b>	<b>126,500</b>	<b>101,612</b>	<b>110%</b>
<b>Expenses</b>				
6911 Structure & Improvements	35,000		0	0%
6921 Equipment		-	51,803	100%
7561 Consultants	23,000	23,000	23,000	0%
	<b>58,000</b>	<b>23,000</b>	<b>74,803</b>	<b>99%</b>
<b>Fund 733 Over / &lt;under&gt;</b>	<b>69,500</b>	<b>103,500</b>	<b>26,809</b>	
<b>Beginning Cash</b>	145,965	145,965	0	
Fund 733 Over / <under>	69,500	103,500	0	
<b>Ending Cash</b>	<b>215,465</b>	<b>249,465</b>	<b>0</b>	

Budget Summary for: ~Special Tax Fund 734~	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 31-May
<b>Revenues</b>				
4150 Special Tax 2012	1,059,652	1,041,058	1,010,219	95%
4820 Interest	1,500	2,100	1,500	141%
<b>Revenue Total</b>	<b>1,061,152</b>	<b>1,043,158</b>	<b>1,011,719</b>	<b>94%</b>
<b>Expenses</b>				
7631 Special District Fees	10,597	10,411	10,331	79%
<b>Expense Total</b>	<b>10,597</b>	<b>10,411</b>	<b>10,331</b>	<b>93%</b>
<b>Fund 734 Over / &lt;under&gt;</b>	<b>1,050,555</b>	<b>1,032,747</b>	<b>1,001,388</b>	<b>95%</b>
<b>Beginning Cash</b>	67,084	0		
Fund 734 Over / <under>	1,050,555	1,032,747		
Transfer Out	(1,097,737)	(1,022,747)		
<b>Ending Cash</b>	<b>19,902</b>	<b>10,000</b>		

**Budget Summary for:**

**~Capital Expenditure Fund 758~**

	FY 2023-24		2022-23	
	Final Budget	Preliminary Budget	Amended Budget	Through 30-Jun
<b>Revenues</b>				
4820 Interest	6,542		9,216	100%
4830 Equipment Rental			0	
4850 Sale of Surplus Property	273,000	275,000	60,000	0%
<b>Revenue Total</b>	<b>279,542</b>	<b>275,000</b>	<b>69,216</b>	<b>15%</b>
<b>Expenses</b>				
6911 Station	223,000	278,000	8,000	0%
6921 Equipment	352,675	387,355	151,249	199%
6931 Vehicles	80,000	0	65,000	72%
7561 Consultants	16,500	20,500	6,000	0%
	<b>672,175</b>	<b>685,855</b>	<b>230,249</b>	<b>90%</b>
<b>Fund 758 Over / &lt;under&gt;</b>	<b>(392,633)</b>	<b>(410,855)</b>	<b>(161,033)</b>	
<b>Beginning Cash</b>	661,288	430,940		
<b>Transfer in from 722</b>	325,000	250,000		
Fund 758 Over / <under>	(392,633)	(410,855)		
<b>Ending Cash</b>	<b>593,655</b>	<b>270,085</b>		

**Detail**

Acct	Amount	
6911 Station		
Station 89 Base Radio	8,000	223,000
88 Interior Remodel	20,000	
89 Interior Remodel	20,000	
86 Interior Remodel	175,000	
6921 Apparatus & Equipment		
AED Replacements - 6	20,425	373,100
E88 Payments (Aug & Feb)	133,729	
WT 84 Payments (Sep)	34,127	
Teal Golden Eagle UAV		
R84 Payments	59,819	
New E84	125,000	
Jaws, Full Set E-Tools		
6931 Vehicles		80,000
Staff Vehicle	80,000	
7561 Consultants		
Water Tender	6,000	16,500
Explorers		
Stations	10,500	
	<b>692,600</b>	

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

	722 Operating	723 Contingency	733 AB1600	734 Spec Tax	758 Capital	Total
Beginning Balance	2,685,865	1,143,729	145,965	67,084	661,288	4,703,931
Receipts	6,981,239		126,500	1,059,652	279,542	8,446,934
Special Tax	1,040,653			(1,097,737)		(57,084)
Expenditures	(8,464,485)		(58,000)	(10,597)	(672,175)	(9,205,257)
Change for Fiscal Year	(442,593)	-	68,500	(48,682)	(392,633)	(815,407)
Other Income & Expense	-					-
Transfers						
Contingency	-				-	-
Equipment Fund	(325,000)				325,000	-
Ending Balance	1,918,272	1,143,729	214,465	18,402	593,655	3,888,524





## Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

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

[nccfire@nccfire.com](mailto:nccfire@nccfire.com) • [www.nccfire.com](http://www.nccfire.com)

September 13, 2023

The Honorable Christopher Ward  
California State Assembly  
1021 O Street, Suite 6350  
Sacramento, CA 95814

### **RE: Assembly Constitutional Amendment 13 (Ward) – Support [As Amended August 17, 2023]**

Dear Assembly Member Ward:

The Nevada County Consolidated Fire District is pleased to support your Assembly Constitutional Amendment 13 (ACA 13), related to protecting the majority vote. Nevada County Consolidated Fire District proudly serves rural areas of Nevada County, providing the highest level of emergency services to our community by valuing our members, promoting positive leadership, and dedicating ourselves to excellence. Today, the Nevada County Consolidated Fire District is a full-service emergency response agency, covering 143 square miles of residential, commercial, industrial, and rural areas and serving approximately 32,000 people.

Under current law, an initiative constitutional amendment that proposes to amend the California Constitution requires a simple majority of voters casting votes in favor of the measure for the amendment to be approved. Notably, this simple majority requirement is irrespective of any of the provisions contained within the proposed constitutional amendment; should the text of the proposed constitutional amendment contain provisions that would otherwise require voter thresholds in excess of a simple majority in the future, those increased vote thresholds may nonetheless be imposed with a simple majority of voters. Phrased another way, this allows a simple majority of voters to insert a three-fifths, two-thirds, four-fifths, or higher vote threshold into the California Constitution, even without the corresponding level of support in terms of votes cast in favor of the original amendment proposal.

ACA 13 would propose to California voters a solution to this problem with the initiative process: if placed on the ballot by the California Legislature, California voters would be asked to decide whether an initiative constitutional amendment containing provisions that increase vote thresholds should be required to attain the same proportion of votes in favor of the amendment that the proposed increased vote thresholds would demand. In this way, ACA 13 would ensure that a proposal cannot impose vote thresholds on our communities and our State that exceed the level of support for imposing such thresholds.

ACA 13 protects the democratic process in local communities by ensuring that a simple majority of statewide voters cannot restrict the will of a supermajority of voters in a local community. For these reasons, Nevada County Consolidated Fire District supports Assembly Constitutional Amendment 13. Please feel free to contact me with any questions.

Sincerely,

*Signature*

Keith Grueneberg, Board President

CC: The Honorable Megan Dahle  
The Honorable Brian Dahle  
Marcus Detwiler, Legislative Representative, California Special Districts Association, [advocacy@cda.net](mailto:advocacy@cda.net)

NEVADA COUNTY  
CONSOLIDATED  
FIRE DISTRICT

# CHIEFS MONTHLY REPORT



**SEPTEMBER 21, 2023  
REGULAR BOARD MEETING**



**PREPARED BY:**

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

NEVADA COUNTY CONSOLIDATED

**AUGUST**  
HIGHLIGHTS



**ADMINISTRATION**

- Approved \$77,500 - Outdoor Safety Gant
- Co-hosting with Supervisor Hall a preplanning workshop meeting for Station #82 Project
- CALFire VFA grant awarded \$10,000 for PPE and Fire Shelters
- Attended 9/11 Ceremony Downtown Grass Valley
- Received \$15,000 for the LZ Project behind Station #84. Several contractors have looked at the site.



**MEETINGS**

- Attended NCLEFPC Event at Naggiar Vineyards (Robitaille)
- CalTrans - Highway 20 Project (Robitaille)
- Meeting with Nevada County OES Director (Robitaille)
- District Battalion Chiefs Meeting (Robitaille/ Sullivan) CAUSS
- Meeting with Nevada Joint Union High School District (Sullivan)
- Emergency Preparedness Interagency Coalition Meeting - County Health (Sullivan)
- CALFire hand crew walkthrough for project work at Station #84 and Station #92 (Sullivan)
- Yuba River Cohorts Meeting (Sullivan)
- International Association of Fire Chiefs Conference (Kansas City, MO) (Sullivan / Sunde)



NEVADA COUNTY CONSOLIDATED

# AUGUST

## MONTHLY STATISTICS

Previous Month ▾ Aug 1, 2023 - Aug 31, 2023 ▾

**44%**

**FIRE**  
Percentage of Total Incidents

**56%**

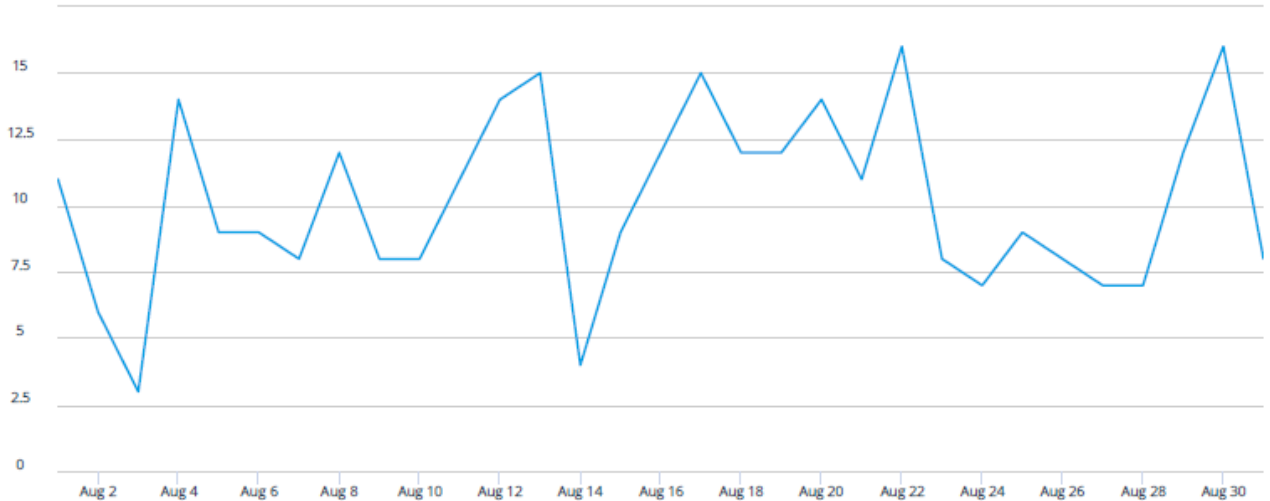
**EMS**  
Percentage of Total Incidents

**315**

**INCIDENTS**  
In Selected Time Slice

**31**

**DAYS**  
In Selected Time Slice



## SUPPRESSION

### 315 CALLS FOR SERVICE

- 56% EMS / 44% FIRE
- 5:43 for first arriving unit on scene

### OUT OF COUNTY RESPONSES- SUMMER 2023

- BC Smith: Division Group Supervisor (Rabbit Incident, Riverside County)
- Brush 89: Cpt. McElhannon, Lt. Ross & FF Rogers (Rabbit Incident)
- OES 4610: Cpt. McElhannon, FF Tantum, FF Bryant (Bonnie Incident, Riverside County)
- Cpt Menet: Situation Unit Leader (Deep Incident, Trinity National Forest)
- Cpt. Trevethick: Fireline EMT (South Fork Complex)
- BC Sunde: Division Group Supervisor (Smith River Complex, Six River National Forest)
- BC Davison: Strike Team Leader (Head & Scott Fires, Klamath National Forest)
- Brush 89: Cpt. Jackson, Lt. Ross, FF Mendoza, FF Int. Gruber (Head & Scott Fires, Klamath National Forest).

NEVADA COUNTY CONSOLIDATED  
**AUGUST**  
FIRE PREVENTION REPORT

## **MEETINGS**

- FM Mason Attended the Nevada County Chiefs Meeting
- The Department of Fire Prevention and Nicole met to discuss the roll out of the engine company inspection program, public education, and the fee schedule.
- FM Mason met with Captain Clayton Thomas of the Penn Valley Fire District to open the discussion of how the Department of Fire Prevention can operate with the reorganization.
- FM Mason and Captain Tellam met with property owners on Wolf Drive to discuss secondary evacuation routes.

## **COMMENTS**

- Captain Tellam participated the fire evacuation / earthquake / active shooter drills at Nevada Union High School.
- Captain Tellam completed his level 2 Inspector courses.
- Met with multiple property owners one on one to walk their properties and discuss hazardous vegetation.
- Worked with the District Attorney's Office and CHP's Computer Crimes Investigation Unit to obtain a search warrant and extract the vehicle data for Captain Tellam's fire investigation.
- FM Mason Investigated a structure fire on Paddock Road. The occupant of the house sustained significant burn injuries. The cause of the fire was cigarettes on the bedding material.