

Nevada County Consolidated Fire District

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



www.nccfire.com
nccfire@nccfire.com

BOARD OF DIRECTORS

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

STAFF

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

BOARD OF DIRECTORS AGENDA - REGULAR MEETING THURSDAY, DECEMBER 16, 2021 7:00 P.M.

11329 McCourtney Road, Grass Valley, CA 95949

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

The Nevada County Consolidated Fire Board of Directors will meet in regular session commencing at 7:00 p.m. December 16, 2021 in the meeting room of Nevada County Consolidated Fire District’s Station 91, Grass Valley, CA. This meeting will be recorded for posting on the District’s webpage at www.nccfire.com.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-265-4431 or at the following addresses:

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

[E-mail](mailto:nccfire@nccfire.com)

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

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

STANDING ORDERS:



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

*PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Per CA Government Code 54954.3

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

CONSENT CALENDAR

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

1. Acceptance of Minutes – November 18, 2021
2. Fund Balances, Check History Report and Credit Card History Report

COMMITTEE REPORTS

STANDING COMMITTEES

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

AD HOC COMMITTEES

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

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

NEW BUSINESS

3. Discussion and possible action, Administrative Re-organization. Chief Turner
4. Discussion and possible action, Fleet and Facilities Supervisor. Deputy Chief Funk
5. Discussion and possible action, Resolution R21-36, Approving job descriptions and amending the District Staffing Roster to establish the following positions per the NCCFD Personnel Code Section 1.3.1:
Chief Turner
 - A Full-time, Exempt Administrative Services Manager
 - A Full-time, Non-Exempt Fleet and Facilities Supervisor
 - A Part-time/Full-time, Non-Exempt Administrative Services Assistant I
 - A Part-time, Non-Exempt Secretary/Clerk to the Board of Directors
 -
6. Discussion and possible action, Resolution R21-37, Updated Authorized Personnel Resolution for Fiscal Year 2021/2022. Chief Turner
7. Discussion and possible action, Resolution R21-38, 2021/2022 Fiscal Year District Wage and Compensation Schedule update. Chief Turner
8. Discussion and possible action, Resolution R21-39, Purchasing Policy Update. Chief Turner

9. Discussion and possible action, Resolution R21-40, Amending Participant for US Bank Cal-Card. **Chief Turner**
10. Discussion and possible action, Facilities Budget Amendment. **Deputy Chief Funk**
11. Discussion and possible action, Election of New Board Officers for the term January 1, 2022 through December 31, 2022. **President Grueneberg**

CHIEF'S MONTHLY REPORT

***BOARD DISCUSSION**

DIRECTION TO STAFF & PLANNING FOR NEXT MEETINGS

Regular Board Meeting –

Date: January 20, 2022
Time: 7:00 p.m.
Location: 11329 McCourtney Road, Grass Valley, CA 95949

ADJOURNMENT

◆—————◆

Access Issues

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

Board Meeting Schedule

With the exception of the month of June, all Regular Board Meetings will take place on the third Thursday of the month.

Copies

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

Board Meeting Notices

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

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

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

- Where necessary for the orderly operation of the meeting, the President may limit public comment during the public comment period or public hearing to no more than five minutes per individual.
- B. After receiving recognition, please stand and state your name, as all meetings are being taped. Note that stating your name is a voluntary act and is not required.
- C. **All documents to be presented to the Board of Directors shall be given to the Secretary of the Board for distribution (original and seven copies) prior to the Call of Order of meeting.**
- D. Complaints against any individual District employee cannot be brought up in open meeting directly. The District will only consider such a complaint if submitted in writing.

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BOARD OF DIRECTORS MINUTES November 18, 2021

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

NCCFD DIRECTORS

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

STAFF:

Present: Fire Chief Turner, Deputy Chief Funk, Fire Marshal McMahan, Battalion Chief Sunde, Deputy Fire Marshal Mason, Fire Mechanic Greene, Operations Support Long

STANDING ORDERS:

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

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

Per CA Government Code 54954.3

No public comment.

CONSENT CALENDAR

1. Acceptance of Minutes –October 21, 2021
2. Fund Balances, Check History Report and Credit Card History Report

Director Nelson motioned to accept the consent calendar as presented. Director Carrington seconded. **MOTION** passed unanimously.

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Dorland, Slade-Troutman

PERSONNEL: Carrington, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg

SUCCESSION PLANNING: Carrington, Nelson

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

Finance – No report.

Personnel – No report.

Board Policy & Procedures – No report

Succession Planning – No report.

JPA – No report.

NEW BUSINESS

4. **Discussion and action, Resolution R21-35, Accepting the bid from the winning bidder for the replacement of the roof and gutter for Station 86 and designating an agent to sign the bid documents on behalf of the District.**

Chief Funk verbally discussed his report, highlighting that we had roof failure at Station 86 during the atmospheric river storm. Bids were opened yesterday with Extreme Roofing coming it at the lowest responsible bid. Chief Funk reported there was substantial dry rot damage and will expect some change orders and increased costs. The funding for this project will come from the Aloha Towers lease, fund 758-5. After some discussion, Director Nelson motioned to adopt Resolution R21-35, accepting the bid from the winning bidder for the replacement of the roof and gutter for Station 86 and designating Chief Funk as the agent to sign the bid documents on behalf of the District. Director Garrett seconded. **MOTION** passed unanimously following a roll call vote.

5. **Correspondence**

a. **Thank you card from Judy Wilson**

CHIEF'S MONTHLY REPORT

Chief Funk reviewed the report verbally, highlighting a few items:

- The atmospheric river storm created responses to lines and trees down, trees into structures and with the wet roads traffic accidents.
- All equipment and personnel have been home for a couple weeks now.
- Announced all our new and promoted employees.

Chief Turner reported that the administrative staff may reach out to the succession and personnel committees to discuss reorganization. He also recognized Kaitlin Purvis as doing a tremendous job and has started taking on additional duties.

Chief Turner also met with Patti Ingram Spencer, Board of Supervisor candidate, at her request to discuss Fire District challenges.

Fire Marshal McMahan discussed the Greenhorn Firewise Community was awarded a \$63,000.00 Community Resiliency Grant for water storage. This covers most of the of the costs and they will fundraise for the remaining funds needed.

Deputy Fire Marshal Mason reported the California Fire Foundation Grant that the District was awarded and the process to apply for the bin. In addition, the District is also finally able to distribute smoke alarms and carbon monoxide monitors that were purchased by the 2019 California Fire Foundation Grant.

***BOARD DISCUSSION**

President Grueneberg reported that the District is looking for a location to have a badge pinning ceremony, looking at the date of February 24th.

ADJOURNMENT

President Grueneberg adjourned the meeting at 7:32 p.m.

Attest:

Approved by:

Terry McMahan
Acting Board Secretary

Keith Grueneberg
President of the Board

DRAFT

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

	Fund					Total
	722 Operating	723 Contingency	733 AB1600	734 Special Tax	758 Capital	
Beginning Cash ¹	(1,130,966)	1,321,736	89,049	4,044	946,643	1,230,506
Revenues	163,515	-	4,049	-	3,691	171,255
Expenditures	(440,217)	-	(98)	-	(8,391)	(448,706)
Other Inc/Expense	-	-	-	-	-	-
Other Activity ²	(25,808)	-	-	-	-	(25,808)
Ending Cash ¹	(1,433,476)	1,321,736	93,000	4,044	941,943	927,247

¹ Includes Well Fargo

² Reconciling items, prior period adjustments

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

	<u>Nov 21</u>	<u>Jul - Nov 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4000 · Taxes & Assessments				
4010 · Current Secured		1	3,397,434	0%
4020 · Current Unsecured		39	50,758	0%
4030 · Prior Unsecured		57	2,296	2%
4040 · Supplemental Secured		2,741	47,344	6%
4050 · Supplemental Unsecured		63	8,598	1%
4060 · Supplemental Prior Unsecured		1	388	0%
4110 · Special Assessment		94	2,136,398	0%
4150 · Special Tax of 2012	92	92	1,002,919	0%
4151 · Special Tax 2012 (transfer in)		49,000		
4230 · State Homeowners			24,889	
4240 · State Public Safety Prop 172	85,541	223,945	388,019	58%
Total 4000 · Taxes & Assessments	<u>85,633</u>	<u>276,033</u>	<u>7,059,043</u>	<u>4%</u>
4500 · Reimbursements				
4510 · Strike Team	162,338	238,484	149,850	} 56%
4520 · Strike Team Prior Year		362		
4522 · Strike Team Cost Offset	(103,871)	(154,894)		
4540 · Vehicle Repair		1,615	7,500	22%
4550 · Cost Recovery	840	1,848	6,000	31%
4690 · Other Reimbursements	21,211	26,246	48,460	54%
Total 4500 · Reimbursements	<u>80,518</u>	<u>113,661</u>	<u>211,810</u>	<u>54%</u>
4800 · Other Revenue				
4810 · Inspections & Permits	393	4,175	7,500	56%
4812 · Plan Reviews	411	6,201	15,000	41%
4820 · Interest & Finance Charges	1	6,686	25,000	27%
4830 · Rentals	(3,441)	2,359	3,240	73%
4840 · Other Current Services			3,000	
4870 · Other Revenue		1,008		
Total 4800 · Other Revenue	<u>(2,636)</u>	<u>20,429</u>	<u>53,740</u>	
Total Revenue	<u>163,515</u>	<u>410,123</u>	<u>7,324,593</u>	<u>6%</u>

Nevada County Consolidated Fire District Operating Fund 722 November 2021

Expense	Nov 21	Jul - Nov 21	Budget	% of Budget
5000 · Wages & Benefits				
5100 · Wages				
5111 · Chief / Deputy Chief (2)	28,557	156,646	371,239	42%
5113 · Battalion Chief (2)	21,703	102,131	233,513	44%
5114 · Prevention (2)	16,646	91,314	216,423	42%
5121 · Captains (9)	66,066	364,794	867,572	42%
5122 · Lieutenants (6)	32,318	194,776	477,939	41%
5123 · Firefighter (12)	58,801	304,603	785,470	39%
5131 · Supplemental / Seasonal FF	25,619	150,947	204,816	74%
5132 · PCF / Reserve FF		2,146	1,500	143%
5141 · Clerical (3)	12,656	89,865	223,844	40%
5145 · Fire Mechanic (1.5)	10,001	55,309	134,666	41%
5151 · Overtime	51,994	247,861	523,191	47%
5153 · Additional Overtime Staffing		270	19,488	1%
5155 · EPSL Overtime		9,737		
5161 · Strike Team	328	436,227		
5165 · Strike Team Backfill	71	169,676		
5167 · Strike Team Revenue Offset	(102,386)	(152,688)		
5171 · Holiday Stipend	6,924	27,952	78,028	36%
5173 · Vacation / CTO Buy Back	13,236	61,086	123,066	50%
5185 · Directors	225	1,275	4,500	28%
Total 5100 · Wages	242,759	2,313,927	4,265,255	54%
				<i>Strike Team 11%</i>
5500 · Payroll Taxes				
5511 · Medicare Employer Tax	4,490	33,095	62,264	53%
5512 · Soc Security Employer Tax	14	212	372	57%
5521 · SUI Employer Tax	187	1,755	6,030	29%
5526 · Strike Team Revenue Offset	(1,485)	(2,206)		
Total 5500 · Payroll Taxes	3,206	32,856	68,666	48%
5700 · Benefits				
5711 · Pension	51,623	726,315	1,142,376	64%
		<i>Annual UAL Payment \$441,922</i>		
5731 · Health Insurance	53,142	266,321	772,464	34%
5735 · Life Insurance	4,581	7,417	14,400	52%
5751 · Workers Comp Insurance		140,320	159,009	88%
		<i>Annual Premium \$126,055; FY 20-21 Audit \$14,265.</i>		
Total 5700 · Benefits	109,346	1,140,373	2,088,249	55%
Total 5000 · Wages & Benefits	355,311	3,487,156	6,422,170	54%

Nevada County Consolidated Fire District Operating Fund 722 November 2021

	Nov 21	Jul - Nov 21	Budget	% of Budget
6000 · Personnel Related				
6010 · Clothing / PPE				
6011 · Uniforms	1,783	8,744	26,460	33%
6021 · Personal Protective Equip	4,319	10,719	35,000	31%
6031 · Safety & PPE (per MOU)		15,498	32,130	48%
Total 6010 · Clothing / PPE	6,102	34,961	93,590	37%
6100 · Food / Meals				
6111 · Meals - Administration	135	170	300	57%
6113 · Meals - Fire			1,500	
6114 · Meals - Interns			30,822	
Total 6100 · Food / Meals	135	170	32,622	1%
6200 · Training / Fitness				
6211 · Wellness Program		825	31,660	3%
6213 · Fitness Program	64	636	4,744	13%
6221 · Tuition - Safety Personnel	1,809	4,421	22,000	20%
6232 · Travel Expense	2,691	3,483	7,500	46%
6241 · Training Materials	62	(1,232)	2,000	(62%)
6246 · Public Safety Training Center			1,000	
6261 · Licenses & Certificates	473	639	2,500	26%
6271 · Training - Administration	1,024	1,024	8,500	12%
Total 6200 · Training / Fitness	6,123	9,796	79,904	12%
Total 6000 · Personnel Related	12,360	44,927	206,116	22%
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones	1,523	7,573	18,760	40%
6521 · Mobile Phones	604	2,946	10,600	28%
Total 6510 · Communications	2,127	10,519	29,360	36%
6550 · Station				
6551 · Supplies & Services - Stations	3,365	9,783	20,000	49%
Total 6550 · Station	3,365	9,783	20,000	49%
6610 · Insurance				
6611 · Liability		23,794	18,750	127%
6621 · Property		19,725	22,979	86%
Total 6610 · Insurance		43,519	41,729	104%
6650 · Maintenance				
6681 · Facility Maint & Improvements	18,293	38,252	170,000	23%
Total 6650 · Maintenance	18,293	38,252	170,000	23%
6700 · Medical Supplies				
6716 · EMS Supplies	129	7,224	15,000	48%
Total 6700 · Medical Supplies	129	7,224	15,000	48%
6750 · Apparatus Equipment				
6751 · Hose		13,750	22,000	63%
6756 · Ladders			1,500	
6761 · Suppression Equip/Small Tools	188	2,860	7,500	38%
6766 · Power Tools & Equipment		133	16,800	1%
6771 · Pump Testing			3,830	
6776 · Mobile Communications	2,219	3,763	4,300	88%
6781 · Technical Rescue Equip	1,008	1,029	13,000	8%
6786 · SCBA Repair & Maintenance	509	3,016	8,500	35%
6796 · Drone			1,912	
6798 · Utility Terrain Vehicle		31	3,220	1%
Total 6750 · Apparatus Equipment	3,924	24,582	82,562	30%
6800 · Utilities				
6811 · Alarm	165	660	1,500	44%
6821 · Electricity / Gas	2,794	25,156	50,391	50%
6831 · Propane	1,336	1,980	12,432	16%
6841 · Trash	313	1,282	3,600	36%
6851 · Water / Sewer	3,781	6,041	8,731	69%
Total 6800 · Utilities	8,389	35,119	76,654	46%
6900 · Capital Expenditures				

Nevada County Consolidated Fire District Operating Fund 722 November 2021

	Nov 21	Jul - Nov 21	Budget	% of Budget
6911 · Stations		(4)	7,800	(0%)
6921 · Apparatus & Equipment			6,000	
6931 · Vehicles		(71)		
6941 · Admin Office Equipm & Computers		399	3,000	13%
Total 6900 · Capital Expenditures		324	16,800	2%
Total 6500 · Facility & Equipment Related	36,227	169,322	452,105	37%
7000 · Vehicle Related				
7001 · Insurance				
7005 · Vehicle Insurance	70	876		
7001 · Insurance - Other	(255)	11,585	12,225	95%
Total 7001 · Insurance	(185)	12,461	12,225	102%
7010 · Maintenance				
7011 · Accessories	717	2,789		
7016 · Batteries	839	1,510		
7021 · Body	585	3,093		
7026 · Brakes		280		
7031 · Drive Train	3,292	7,281		
7036 · Pumps	39	11,281		
7041 · Tires	1,736	3,226		
7046 · Tools & Shop Related	944	8,520		
7048 · All Categories for Budget			107,342	
7049 · Outside Agency Vehicle Maint	14	(630)		
Total 7010 · Maintenance	8,166	37,350	107,342	35%
7050 · Fuel				
7051 · Fuel	7,991	32,542	52,412	62%
Total 7050 · Fuel	7,991	32,542	52,412	62%
Total 7000 · Vehicle Related	15,972	82,353	171,979	48%
7500 · General & Admin Related				
7501 · Office Expense				
7502 · Administration	322	1,168	7,000	17%
7506 · Board	83	83	500	17%
7508 · Computer & Software Expense	6,312	45,267	90,000	50%
7509 · Copier Expense	63	413	1,500	28%
7511 · Memberships	170	10,430	15,655	67%
7521 · Postage & Delivery	224	698	1,900	37%
7531 · Other	43	43		
Total 7501 · Office Expense	7,217	58,102	116,555	50%
7550 · Professional Services				
7551 · Accounting		11,364	12,880	88%
7556 · Computer & IT Support	1,418	4,590	14,850	31%
7561 · Consultants	7,251	7,251	7,500	97%
7563 · Hiring Expense	1,251	6,417	12,880	50%
7566 · Legal Expense	1,339	15,858	41,675	38%
7571 · Medical Director			6,600	
Total 7550 · Professional Services	11,259	45,480	96,385	47%
7590 · Publications				
7591 · Legal Notices	301	301	600	50%
7596 · Marketing / Advertising			500	
Total 7590 · Publications	301	301	1,100	27%
7600 · Special District				
7621 · LAFCo		6,157	6,072	101%
7631 · Nevada County Fees			78,541	
Total 7600 · Special District		6,157	84,613	7%
7650 · Prevention				
7651 · Code Purchases		178	1,800	10%
7653 · Investigation Supplies		2,302	4,300	54%
7657 · Inspection Supplies	268	621	1,500	41%
7661 · Prof Svcs / Plan Checks			2,500	
7663 · Public Education Supplies	2,462	2,462	4,000	62%
7665 · Subscriptions / Memberships		237	3,000	8%

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

	<u>Nov 21</u>	<u>Jul - Nov 21</u>	<u>Budget</u>	<u>% of Budget</u>
7667 · Training	10	600	9,000	7%
7669 · Other Prevention / Law Enforce	570	570	3,500	16%
Total 7650 · Prevention	3,310	6,970	29,600	24%
7800 · JPA				
7831 · Dispatch Charges		(2,758)	125,000	(2%)
7841 · Dues / Administration			9,000	
Total 7800 · JPA		(2,758)	134,000	(2%)
Total 7500 · General & Admin Related	22,087	114,252	462,253	25%
8500 · Strike Team Non Labor Expenses	(1,740)	10,688		
8510 · Reimbursables				
8512 · COVID testing		796		
Total 8510 · Reimbursables		796		
Total Expense	440,217	3,909,494	7,714,623	51%
Fund Over/<Under>	(276,702)	(3,499,371)	(390,030)	
Other Income				
9001 · Grant Revenue				
9001.02 · AFG EMU-2020-FG-02126 Covid		6,085		
9001.09 · CA Fire Foundation Comm Veg Red		15,000		
Total 9001 · Grant Revenue		21,085		
Total Other Income		21,085		
Other Expense				
8700 · Transfers Out				
8723 · Transfer to 723			35,604	
8758 · Transfer to 758			125,000	
Total 8700 · Transfers Out			160,604	
8901 · Interest Expense		0		
9101 · Grant Expense	268	268	36,000	
Total Other Expense	268	268	196,604	
Net Other	(268)	20,817	(196,604)	
Net Fund Activity	(276,970)	(3,478,554)	(586,634)	

Nevada County Consolidated Fire District
AB 1600 Mitigation Fund 733
November 2021

	<u>Nov 21</u>	<u>Jul - Nov 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4000 · Taxes & Assessments				
4160 · AB 1600 Mitigation Fees	4,049	29,152	125,000	23%
Total 4000 · Taxes & Assessments	4,049	29,152	125,000	23%
4800 · Other Revenue				
4820 · Interest & Finance Charges		394	1,500	26%
Total 4800 · Other Revenue		394	1,500	26%
Total Revenue	4,049	29,546	126,500	23%
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6921 · Apparatus & Equipment	98	49,596	98,996	50%
Total 6900 · Capital Expenditures	98	49,596	98,996	50%
Total 6500 · Facility & Equipment Related	98	49,596	98,996	50%
7500 · General & Admin Related				
7550 · Professional Services				
7561 · Consultants			23,000	
Total 7550 · Professional Services			23,000	
Total 7500 · General & Admin Related			23,000	
Total Expense	98	49,596	121,996	41%
Fund Over/<Under>	3,951	(20,050)	4,504	
Other Expense				
9101 · Grant Expense				
9101.07 · NCLEFC UTV Accessories		(1,222)		
9101 · Grant Expense - Other		1,229		
Total 9101 · Grant Expense		7		
Total Other Expense		7		
Net Other		(7)		
Fund Activity	<u>3,951</u>	<u>(20,057)</u>	<u>4,504</u>	

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

	<u>Nov 21</u>	<u>Jul - Nov 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4000 · Taxes & Assessments				
4150 · Special Tax of 2012		43	1,011,029	0%
Total 4000 · Taxes & Assessments		43	1,011,029	0%
4800 · Other Revenue				
4820 · Interest & Finance Charges		68	2,000	3%
Total 4800 · Other Revenue		68	2,000	3%
Total Revenue		111	1,013,029	0%
Expense				
7500 · General & Admin Related				
7600 · Special District				
7631 · Nevada County Fees			10,110	
Total 7600 · Special District			10,110	
Total 7500 · General & Admin Related			10,110	
Total Expense			10,110	
Fund Over/<Under>		111	1,002,919	
Other Expense				
8700 · Transfers Out				
8722 · Transfer to 722		49,000	985,846	5%
Total 8700 · Transfers Out		49,000	985,846	5%
Total Other Expense		49,000	985,846	5%
Net Other		(49,000)	(985,846)	5%
Fund Activity		(48,889)	17,073	

Nevada County Consolidated Fire District
Capital Fund 758
November 2021

	<u>Nov 21</u>	<u>Jul - Nov 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenue				
4800 · Other Revenue				
4820 · Interest & Finance Charges		1,924		
4830 · Rentals	3,691	520,000		
		<i>Aloha Towers Settlement</i>		
4850 · Sale Surplus Equipment			60,000	
Total 4800 · Other Revenue	<u>3,691</u>	<u>521,924</u>	<u>60,000</u>	
Total Revenue	<u>3,691</u>	<u>521,924</u>	<u>60,000</u>	
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6921 · Apparatus & Equipment	8,391	107,377	320,048	34%
6931 · Vehicles		33,328	65,000	51%
Total 6900 · Capital Expenditures	<u>8,391</u>	<u>140,705</u>	<u>385,048</u>	<u>37%</u>
Total 6500 · Facility & Equipment Related	<u>8,391</u>	<u>140,705</u>	<u>385,048</u>	<u>37%</u>
7500 · General & Admin Related				
7550 · Professional Services				
7561 · Consultants			6,000	
Total 7550 · Professional Services			<u>6,000</u>	
Total 7500 · General & Admin Related			<u>6,000</u>	
Total Expense	<u>8,391</u>	<u>140,705</u>	<u>391,048</u>	<u>36%</u>
Fund Over/<Under>	<u>(4,700)</u>	<u>381,219</u>	<u>(331,048)</u>	
Other Income				
8800 · Transfers In				
8822 · Transfer from 722			125,000	
Total 8800 · Transfers In			<u>125,000</u>	
Total Other Income			<u>125,000</u>	
Net Other			<u>125,000</u>	
Net Fund Activity	<u>(4,700)</u>	<u>381,219</u>	<u>(206,048)</u>	

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

<u>Fund 722</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	11/01/2021	00000238	CSFA	85.00
	11/01/2021	101821	NEVADA CO COMMUNITY DEVELOPMENT AGENCY	2,494.00
	11/01/2021	239029	A&A A/C & HEATING	14,696.90
	11/01/2021	239063	AT&T CALNET 3	48.69
	11/01/2021	239030	B&C ACE HOME & GARDEN CENTER	3.57
	11/01/2021	949081	BEST BEST & KRIEGER	162.00
	11/01/2021	239052	CD-Data	1,799.00
	11/01/2021	949085	CORDICO PSYCHOLOGICAL CORP	400.00
	11/01/2021	239061	ESI	2,990.00
	11/01/2021	239039	EVERGUARD SYSTEMS	165.00
	11/01/2021	239064	GOLDEN STATE EMERGENCY VEHICLE	267.60
	11/01/2021	239042	GRASS VALLEY FIRE DEPARTMENT	1,204.39
	11/01/2021	239070	Leavitt Communications, LLC	2,218.50
	11/01/2021	239060	MEM ELECTRICAL INC	950.00
	11/01/2021	949068	MISSION LINEN SUPPLY, INC.	126.48
	11/01/2021	239034	NETWORK DESIGN ASSOCIATES	1,360.00
	11/01/2021	239046	RESCUE RESPONSE GEAR	641.70
	11/01/2021	949084	ROBINSON ENTERPRISES, INC.	753.81
	11/01/2021	949088	SOLOON FIRE CONTROL	188.00
	11/01/2021	949073	WALKER'S OFFICE SUPPLY	547.09
	11/04/2021	239123	AFLAC	982.00
	11/04/2021	239088	BLUE SHIELD OF CALIFORNIA	33,912.93
	11/04/2021	949197	FDAC Employee Benefits Authority	2,285.05
	11/04/2021	949175	KAISER FOUNDATION HEALTH PLAN	17,666.11
	11/04/2021	949097	SPECIAL DIST RISK MGMT AUTH.	4,675.46
	11/04/2021	239137	STANDARD INSURANCE COMPANY	1,015.00
	11/04/2021	239082	CalPERS 457 Plan (Def. Comp)	1,500.00
	11/04/2021	949110	NCCFD - EFTPS (Fed & State Taxes)	27,933.36
	11/04/2021	949132	NATIONWIDE RETIREMENT SOLUTION	6,193.58
	11/04/2021	949123	NEVADA COUNTY PROF FF ASSN	1,015.00
	11/04/2021	910726	CalPERS (Retirement)	39,075.73
	11/04/2021	239108	SEG Sustainable ENergy Group	72.00
	11/05/2021	GJE#595	Net Pay- pay period ending 10.30.21	118,750.03
	11/08/2021	239189	NEVADA COUNTY CDA SOLID WASTE	508.92
	11/08/2021	949721	A TO Z SUPPLY	3.74
	11/08/2021	239196	A&A A/C & HEATING	182.75
	11/08/2021	239197	B&C ACE HOME & GARDEN CENTER	141.00
	11/08/2021	949756	BEST BEST & KRIEGER	725.00
	11/08/2021	949715	ECONOMY PEST CONTROL	237.00
	11/08/2021	239252	ESO (Fire House)	949.00
	11/08/2021	239286	GOLDEN STATE EMERGENCY VEHICLE	729.96
	11/08/2021	949743	HUNT & SONS, INC.	5,853.79
	11/08/2021	949726	MISSION LINEN SUPPLY, INC.	136.00
	11/08/2021	239210	NETWORK DESIGN ASSOCIATES	742.50

Nevada County Consolidated Fire District Check History Report November 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
11/08/2021	239312	PLAZA TIRE & AUTO SERVICE	1,605.57
11/08/2021	949727	PURCHASE POWER	224.00
11/08/2021	239234	RIEBES AUTO PARTS	1,053.82
11/08/2021	949731	RIVERVIEW INTERNATIONAL TRUCKS	2,360.41
11/08/2021	949761	ROBINSON ENTERPRISES, INC.	544.83
11/08/2021	239279	TOTAL ADMIN SVCS (TASC)	351.90
11/08/2021	949736	WALKER'S OFFICE SUPPLY	199.40
11/08/2021	239254	WILLDAN FINANCIAL SERVICES	7,251.30
11/08/2021	949752	WILSON, BRANDEN	250.00
11/15/2021	239564	CalCARD (US BANK)	15,445.13
11/15/2021	239563	CSFA	85.00
11/15/2021	239605	AT&T CALNET 3	416.09
11/15/2021	949884	CORDICO PSYCHOLOGICAL CORP	400.00
11/15/2021	239614	GOLDEN STATE EMERGENCY VEHICLE	213.50
11/15/2021	949863	MISSION LINEN SUPPLY, INC.	58.48
11/15/2021	949886	MOTOR ELECTRIC SERVICE CO.	623.53
11/15/2021	239580	NETWORK DESIGN ASSOCIATES	135.00
11/15/2021	239573	NEVADA CITY, CITY OF	466.12
11/15/2021	239585	NID	89.09
11/15/2021	239590	SUBURBAN PROPANE	507.86
11/15/2021	949859	TELLAM, ROBERT	312.00
11/15/2021	949871	WALKER'S OFFICE SUPPLY	72.13
11/15/2021	239578	WASTE MANAGEMENT OF NEV. CO.	240.47
11/18/2021	240182	CalPERS 457 Plan (Def. Comp)	1,500.00
11/18/2021	949912	NCCFD - EFTPS (Fed & State Taxes)	28,748.99
11/18/2021	949921	NEVADA COUNTY PROF FF ASSN	1,012.09
11/18/2021	949930	NATIONWIDE RETIREMENT SOLUTION	6,306.72
11/18/2021	910767	CalPERS (Retirement)	40,996.25
11/19/2021	GJE#600	Net Pay- pay period ending 11.19.21	120,041.13
11/22/2021	240396	ATWOOD INSURANCE AGENCY	70.00
11/22/2021	240377	B&C ACE HOME & GARDEN CENTER	161.56
11/22/2021	950140	Bare Bones Workwear	32.14
11/22/2021	950076	BUCKMASTER OFFICE SOLUTIONS	63.08
11/22/2021	950080	ECONOMY PEST CONTROL	202.00
11/22/2021	240405	GRASS VALLEY FIRE DEPARTMENT	4,027.41
11/22/2021	950086	HILLS FLAT LUMBER COMPANY	2,774.21
11/22/2021	240452	LIGHTHOUSE UNIFORM CO.	894.72
11/22/2021	950131	MOTOR ELECTRIC SERVICE CO.	141.06
11/22/2021	240399	MOULE PAINT & GLASS, INC.	119.59
11/22/2021	950119	MUNICIPAL EMERGENCY SERVICES	509.48
11/22/2021	240389	NETWORK DESIGN ASSOCIATES	200.00
11/22/2021	240400	NID	223.13
11/22/2021	950094	RIVERVIEW INTERNATIONAL TRUCKS	130.68
11/22/2021	950099	THE UNION	301.25
11/22/2021	240436	THE UPS STORE/DJE CONSULTANTS	51.00

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

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
11/22/2021	950101	WALKER'S OFFICE SUPPLY	417.01
11/22/2021	240417	WITMER ASSOCIATES, INC. dba	3,584.47
11/29/2021	240735	ADVANTAGE GEAR, INC.	536.01
11/29/2021	240747	AT&T CALNET 3	72.35
11/29/2021	950269	BEST BEST & KRIEGER	452.00
11/29/2021	950272	CORDICO PSYCHOLOGICAL CORP	400.00
11/29/2021	240737	CRAIG JOHNSON PLUMBING	800.00
11/29/2021	950276	FOSTER & SON HOSE AND FITTINGS, INC.	119.65
11/29/2021	240749	GOLDEN STATE EMERGENCY VEHICLE	61.58
11/29/2021	950260	HILLS FLAT LUMBER COMPANY	205.96
11/29/2021	950261	MISSION LINEN SUPPLY, INC.	126.48
11/29/2021	240730	NETWORK DESIGN ASSOCIATES	540.00
11/29/2021	950270	Reliable Auto Glass Company	290.25
11/29/2021	240733	RESCUE RESPONSE GEAR	366.10
11/29/2021	950271	ROBINSON ENTERPRISES, INC.	823.44
11/29/2021	240732	SUBURBAN PROPANE	827.84
11/29/2021	240736	UPS	12.18
11/29/2021	950264	WALKER'S OFFICE SUPPLY	172.84
11/29/2021	240729	WASTE MANAGEMENT OF NEV. CO.	72.58
		Total	547,680.50
 <u>Fund 733</u>			
11/15/2021	239564	CalCARD (US BANK)	97.78
		Total	97.78
 <u>Fund 758</u>			
11/08/2021	239200	L.N. CURTIS & SONS	1,954.04
11/15/2021	239575	L.N. CURTIS & SONS	505.73
11/29/2021	240726	L.N. CURTIS & SONS	5,930.95
		Total	8,390.72

**Nevada County Consolidated Fire District
 Credit Card History Report
 November, 2021**

<u>Fund 722</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
	COOMBE	Fireline Shields	600.00
	DAVISON	AMAZON MARKETPLACE	82.26
	DAVISON	AMAZON MARKETPLACE	137.90
	DAVISON	AMAZON MARKETPLACE	16.90
	DAVISON	AMAZON MARKETPLACE	29.56
	DAVISON	AMAZON MARKETPLACE	265.73
	DAVISON	AMAZON MARKETPLACE	14.08
	DAVISON	Elite Command Training	400.00
	DAVISON	SAFEWAY	41.30
	DAVISON	AMAZON MARKETPLACE	47.15
	FIN MGR	STREAMLINE	200.00
	FIN MGR	LIEBERT CASSIDY WHITMORE	75.00
	FIN MGR	AT&T Long Distance	7.23
	FIN MGR	PACIFIC GAS & ELECTRIC CO.	2,793.57
	FIN MGR	COMCAST	366.48
	FIN MGR	AT&T (Carol Stream)	39.97
	FIN MGR	COMCAST	131.96
	FIN MGR	SMARTER BROADBAND	40.00
	FIN MGR	SUDDENLINK (CEQUEL)	26.31
	FIN MGR	SUDDENLINK (CEQUEL)	143.45
	FIN MGR	COMCAST	142.64
	FIN MGR	VERIZON WIRELESS	1,917.17
	FUNK	Best Buy	358.73
	FUNK	Southwest Airlines	231.95
	GREENE	SNAP-ON INDUSTRIAL	64.33
	GREENE	CORNWELL ANDERSON TOOL	37.41
	GREENE	Pearsons Small Engine	5.41
	GREENE	MAC TOOLS	12.90
	GREENE	SNAP-ON INDUSTRIAL	111.26
	GREENE	Matco Tools	159.46
	GREENE	KIMBALL MIDWEST	31.92
	GREENE	DISH NETWORK	87.77
	GREENE	LEDlightexpert.com	583.17
	JACKSON	SPD MARKET	16.25
	LONG	AMAZON MARKETPLACE	35.48
	LONG	National Association of EMS Educators	95.00
	LONG	AMAZON MARKETPLACE	-17.66
	LONG	Maya's Mexican Food	134.99
	LONG	AMAZON MARKETPLACE	42.99
	LONG	AMAZON MARKETPLACE	34.05
	LONG	MICROSOFT OFFICE	1,089.09
	LONG	VRC Companies	250.00
	LONG	AMAZON MARKETPLACE	138.18
	MARGHERITA	Consolidated Electrical Distributors Inc.	74.87
	MARGHERITA	ASE Certification Testing	128.00
	MARGHERITA	ROCKLIN HYDRAULICS	144.31
	MARGHERITA	Auburn Service Center	129.95
	MARGHERITA	Jersey Mike's Subs	13.72
	MARGHERITA	Dickey's BBQ Pit	16.70
	MARGHERITA	In N Out	9.59
	MARGHERITA	BJ's Restaurants	15.00
	MARGHERITA	WaBa Grill	11.84
	MARGHERITA	Target	9.67
	MARGHERITA	Olive Garden	27.64
	MARGHERITA	Farmer Boys Restaurant	12.49

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

Num	Name	Paid Amount
MARGHERITA	Southwest Airlines	166.01
MARGHERITA	Dollar Car Rental	604.34
MARGHERITA	Holiday Inn Express	1,096.62
MASON	Best Western (Redding, CA)	171.35
MASON	KNOX	267.69
MCELHANNON	AMAZON MARKETPLACE	91.16
MCELHANNON	AMAZON MARKETPLACE	74.06
MCELHANNON	Pacforest Supply Co.	161.20
MCELHANNON	AMAZON MARKETPLACE	305.29
MCPAHAN	CALIFORNIA FIRE CHIEFS ASSN.	10.00
MENET	Comfort Inn & Suites (Three Rivers, CA)	-870.10
MENET	Comfort Inn & Suites (Three Rivers, CA)	-870.10
MENET	The Studio	255.76
MENET	AMAZON MARKETPLACE	63.94
NUNNINK	Sierra College	309.00
ROSS	AED Superstore	129.00
SERNA	AMAZON MARKETPLACE	7.51
SULLIVAN	North Lake Tahoe FPD	425.00
TREVETHICK	STAPLES	192.03
TURNER	MIWALL CORPORATION	569.76
WILSON	Fire Instruction	425.00
WILSON	Best Western (Oakdale, CA)	313.98
		<u>15,513.62</u>
	TOTAL	<u>15,513.62</u>
Fund 733		
GREENE	Auburn Extreme Powersports	97.78
	TOTAL	<u>97.78</u>



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

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

nccfire@nccfire.com • www.nccfire.com

To: Nevada County Consolidated Fire District Board of Directors
From: Jim Turner, Fire Chief
Date: November 29, 2021
Re: Administrative Re-Organization

Background:

As a governmental agency we need to give special attention to those areas within the organizational makeup that will allow us to remain on the forefront of our profession but ensure financial stability while remaining good stewards of public tax dollars. We have also identified the need to address areas within our organization which have an opportunity to share services with other agencies. An evaluation of current job descriptions and organizational needs has been conducted in order to address what we will need in the future for sustainability.

Within the next twelve months, this organization faces the retirements of potentially eighty percent of the senior management positions.

Financial oversight and accountability is a critical component to the operations and administration of the District. Over the past several years we have had the unmeasurable expertise of our current Finance Manager. He has demonstrated a vast knowledge in budgeting, financial projections, and thinking outside of the box to ensure financial stability within the District. Reviewing the current and future needs of this position have identified a potential opportunity for the District. Based on the input from the current Finance Manager, the availability of sharing this service with another agency may prove to be a worthwhile and a sound financial decision. After evaluating the current workload and assigned responsibilities to this position, it is reasonable to believe that the District could enter into an agreement with another fire district that currently employs a finance manager. The agreement would provide a high-level review and accountability of financial functions performed by the current Administrative staff.

The Penn Valley Fire District currently employs a professional Finance Manager, who has worked on occasion with this office. She has a vast knowledge of accounting principles and is well respected in her profession. We have had preliminary discussion with her and her Fire Chief about this conceptual idea of sharing services and they are both open to further exploration.

In order to make this opportunity reality, we will need to modify the existing responsibilities of our current staff within Administration.

Currently the District's Operations Support Manager is providing her expertise in the preparation of a high percentage of financial responsibilities. Responsibilities which include, payroll, warrant request, mitigation fees, insurance, and direct supervision of the Finance Assistant. By removing some of her ancillary responsibilities such as Board Secretary, Fire Prevention Assistant and Executive Assistant, would allow her to excel in further functions within finance.

By reclassifying the Operations Support Manager to Administrative Services Manager and entering into an agreement with the Penn Valley Fire District for high-level financial oversight would allow the District to reduce cost, share services, while continuing to be transparent and fiscally responsible.

The next step in the reorganization will be to hire someone capable of filling the voids that were created by removing some of the Administrative Services Manager's responsibilities. This can be accomplished by creating an Administrative Services Assistant position. The new position would be responsible for those ancillary functions.

The final step in the reorganization will be to hire someone capable of filling the Secretary/Clerk's position for the District Board of Directors. The Administrative Services Assistant I position may be combined with the Secretary/Clerk to the Board of Directors, if the candidate possesses the skill set.

Recommendation:

Staff is recommending that the Nevada County Consolidated Fire District Board of Directors approve the job descriptions for the following positions to be presented by Resolution within item 5 of the Board's agenda:

1. **Administrative Services Manager**
2. **Administrative Services Assistant I** (*Part-time 20hrs. per week with authority to increase to full-time*)

(Administrative Services Assistant II position to be added to the District organizational chart at a later date.)

3. **Secretary/Clerk to the District Board of Directors** (*Part-time.*)

Reclassification of this position is in accordance with Section 1.3.4. subsection (a) of the District's Personnel Code.

Reclassification of Positions

(a) Positions may be reclassified when the duties, requirements, and responsibilities assigned to a position have been significantly increased, reduced, or modified.

Fiscal Implications:

The positions identified within this staff report is budgeted for in the current fiscal budget and the reclassification of these positions will not represent an increase in expenditures.

Scenario 1: Reclassification of Operation's Support Manager to Administrative Service's Manager and the hiring of a 40 hour per week Administrative Services Assistant position. Scenario 1 would save the District approximately \$15,000.00 over current expenditures.

Scenario 2: Reclassification of Operation's Support Manager to Administrative Service's Manager, hiring a 20 hour per week Administrative Services Assistant position and a 10 hour per week District Board Secretary/Clerk position. Scenario 2 would save the District approximately \$42,000.00 over current expenditures.



Nevada County Consolidated Fire District

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nccfire@nccfire.com • www.nccfire.com

To: Nevada County Consolidated Fire District Board of Directors
From: Jerry Funk, Deputy Chief
Date: December 6, 2021
Re: Fleet and Facility Supervisor

Background:

On September 16, 2021 the Board of Directors adopted Resolution 21-27, reorganizing the divisions of operations and fire prevention. One component of this reorganization was the change of the position of Deputy Fire Chief to Division Chief of Operations. The intent of this change was to allow for the improved management and oversight of the day-to-day operations. To ensure success of the intent of the reorganization, staff has recognized the necessity to reassign certain responsibilities of the Division Chief of Operations. One of those responsibilities is the administration of Fleet and Facilities.

Fire Mechanic II, Kevin Greene currently assumes many of the routine responsibilities for contacting and scheduling vendors for services related to fleet and facilities. At present, all administrative functions related to fleet and facilities are the responsibility of the Deputy Fire Chief / Division Chief of Operations.

Recommendation:

Staff is recommending that the Nevada County Consolidated Fire District Board of Directors approve the attached job description for the position of Fleet and Facilities Supervisor to be presented by Resolution within item 5 of the Board's agenda. This position would be responsible to plan, direct and supervise the operation of the Nevada County Consolidated Fire Districts vehicle fleet and facilities services. The implementation would create a fourth tier to our fleet maintenance division; Service Technician, Fire Mechanic I, Fire Mechanic II and Fleet and Facilities Supervisor. This would not be the creation of a new position, merely developing an additional promotional tier within the fleet maintenance division.

Fiscal Implications:

The wage schedule for the Fleet and Facilities Supervisor would establish an entry-level hourly wage equivalent to top-step level 5 for Fire Mechanic II. Four additional annual merit increases would be included to coincide with wage schedules set for the District. The total encumbered increase for the first year would be \$5,641.00. The increased cost would be offset by the savings seen in the administration reorganization.



Nevada County Consolidated Fire District

Resolution 21-36

Amending the District Staffing Roster

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

WHEREAS, the Board of Directors of The District has approved the job descriptions for the following positions within The District as follows:

- Administrative Services Manager
- Fleet and Facilities Supervisor
- Administrative Services Assistant I
- Secretary/Clerk to the Board of Directors

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

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District hereby approves including the positions and job descriptions listed above.

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 16th day of December 2021 by the following roll call:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

Nicole Long, Secretary of the Board



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

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

nccfire@nccfire.com • www.nccfire.com

POSITION DESCRIPTION

POSITION: Administrative Services Manager

CLASSIFICATION: Regular Employee
Non-Classified, Confidential
Exempt, Management

SUPERVISOR: Reports to the Fire Chief

COMPENSATION: In Accordance with District Wage Schedule

DEFINITION:

Under direction of the Fire Chief, assists and oversees the planning, organizing, directing, and coordinating the activities of the administrative division within the district including but not limited to finance, administration, board, operations, human resources, fire prevention and information technology.

SUPERVISION RECEIVED AND EXERCISED:

Receives supervision from the Fire Chief. This position has supervision over the non-safety Administrative Staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- Manages fiscal and related activities of the District including accounting, payroll, budget, and purchasing activities.
- Assists with the coordination of the annual preliminary and final District budget review and preparation process.
- Assists with the annual financial audit performed by contracted auditing firm.
- Maintains and/or oversees the record management system, on-line training, and scheduling programs.
- Research and prepare technical and administrative reports.
- Trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends discipline to Fire Chief.
- Supervises, plans, directs, and exercises general supervision over work of assigned personnel; reviews, evaluates and acts on activities and reports of assigned personnel.
- Assists in the development and implement goals, objectives, policies, and procedures.

- Assists in the Identification, development, and recommendations to District policy changes for submission to the Fire Chief.
- Responsible for major human resources functions, programs, and activities, such as pre-employment intake, orientation, and policy review.
- Oversees benefit administration, evaluation systems, medical, dental, life and disability insurance, workers' compensation, retirement, and other risk management activities.
- Assists in training of District personnel in computer systems, purchasing and office procedures.
- Maintain and/or oversees public outreach, District website and social media presence.
- May assist with plan intake, permitting, public education and grant administration for the Department of Fire Prevention.
- Maintain a standardized public records filing and retention system for the department.
- Manages the design and development of electronic information systems District-wide.
- Resolves computer system related problems as they occur; provides direction and technical supervision to internal staff and external consultants whose work involves network systems related tasks and work methods.
- Provide support to district personnel and directors.
- Oversee and assist in the development of pamphlets, newsletters, forms, and handouts.
- Draft and prepare correspondence and documents.
- May manage administrative and board projects and functions.
- Represents the District to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.
- Answer phone and customer support

This position may act as Board Secretary when necessary.

Knowledge and Skills Required:

Knowledge of:

- Operational characteristics, services, and activities of Fire District practices.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and project management.
- Modern office methods, forms, and equipment.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Incident command, NIMS, and emergency management principles.
- California Public Employees Retirement System.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- Information technology systems, database management, policies, and procedures, including computer networks, personal computers, telecommunications, copiers, and other electronic office automation systems.
- Hardware and software characteristics of various computer systems and a general understanding of system features and their integration capabilities.
- Principles and practices of organizational analysis and management.
- Principles, practices, and procedures related to public agency record keeping, elections, and Secretary to the Board function.
- Financial accounting and reporting systems.
- Applicable Federal, State, and local laws, codes, regulations, and polices, technical process and procedures, including Public Records Act, the Freedom of Information Act, and the Brown Act, and election laws and procedures.

Skill and Ability:

- Planning, organizing, analyzing, and directing administrative programs of the District.
- Delegating authority and responsibility and scheduling work on a long and short-term basis.
- Preparing, reviewing, and approving analyses and reports.
- Formulating and recommending policies, procedures, and budgets.
- Implementing and making sound decisions in accordance with laws, regulations, and policies.
- Establishing and maintaining effective working relationships.
- Supervise, train, and evaluate personnel.
- Communicate clearly and concisely, both orally and in writing.
- Prepare official minutes, resolutions, and ordinances.
- Organize, manage, implement, and maintain efficient and effective automated systems to ensure the reliability and integrity of computer infrastructure.
- Adapt to changes in processes and procedures.

Education and Experience: A bachelor's degree from an accredited college with major course work in an applicable field AND three (3) years of experience OR an associate's degree from an accredited college in an applicable field AND ten (10) years of progressively responsible administrative experience of which three (3) must have been in a managerial capacity.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record.

Working Environment:

Work is performed in an office environment, regular contact with staff and the public. This is a primarily sedentary office classification although travel between work areas may be required. This position must be able to lift, push, and pull materials weighing up to 50 pounds.

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

DRAFT

Conditional Job Offer Candidate:

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

Signature

Date

District Representative:

Signature

Date

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



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

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nccfire@nccfire.com • www.nccfire.com

POSITION DESCRIPTION

- POSITION:** Fleet / Facilities Supervisor, Non-Safety
- CLASSIFICATIONS:** Regular Employee
Classified, Permanent
Non-Management
- SUPERVISOR:** Reports to the Division Chief of Operations
- COMPENSATION:** District Wage and Compensation Schedule

DEFINITION

The classification of Fleet / Facility Supervisor under limited supervision, plans, directs and supervises the operation of the Nevada County Consolidated Fire Districts vehicle fleet and facilities services. This includes fire apparatus, vehicle, and facility maintenance.

This classification is a Federal Labor Standards Act non-exempt, represented position in the Classified Service.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from the Fleet / Facility Supervisor classification in that the incumbent in this classification provides lead direction to the Service Technician, Fire Mechanic I and Fire Mechanic II.

EXAMPLES OF DUTIES

Depending upon assignment, duties may include, but are not limited to the following:

- Provides oversight in a lead capacity to the Service Technician, Fire Mechanic I and Fire Mechanic II classification.
- Supervises fleet and facility Service activities and functions, including vehicle & equipment maintenance. Supervises and provides oversight to the maintenance of District facilities.
- Oversees, directs, and participates in the development and administration of the assigned fleet and facilities annual budgets; participates in the forecast of funds needed for adequate staffing, equipment, materials and supplies; performs cost-analysis, authorizes and monitors expenditures within purchasing policy and recommends adjustments.
- Coordinates, supervises, and manages inspection, maintenance and repair of fleet and facilities, in compliance with District policies.
- Consults with Staff on fleet usage and needs; assists in the development of District fleet purchase and replacement schedules, specifications, cost estimates and budgets.
- Consults with Staff on facility needs; assists in the development of District facility purchase and replacement schedules, specifications, cost estimates and budgets.
- Evaluates fleet / facility use, damage and accident trends.

- Evaluates trends, anticipates problems, and reports on performance of the fleet and facility services programs.
- Plans and supervises the activities of staff; plans, prioritizes, and assigns tasks and projects.
- Develop plans for school and training of personnel in fleet maintenance division.
- Responds to emergency incidents as directed. May be required to perform a variety of support functions, e.g., emergency scene safety inspections and repairs.
- Performs periodic safety inspections and repair of equipment, apparatus, and facilities.
- Maintains repair records and prepares reports (both hard copy and electronic format)
- Maintains and repairs shop equipment and ensures that shop area is safe and clean.
- Maintains required fleet maintenance facility permitting required by Nevada County Environmental Health, Bureau of Automotive Repair, and the Environmental Protection Agency.
- Participates in District committees and provides input on the purchase of Shop tools and equipment.
- Participates and provides oversight for specifications and purchasing of fire apparatus.
- Provides work direction to other District personnel as pertains to fleet and facilities.
- Prepares budget recommendations for fleet replacement, fleet management and facility maintenance.
- Performs, plans, directs, coordinates and controls all facility maintenance to ensure proper safety, sanitation and mechanical functions for the facility including grounds and equipment.
- Performs related duties, tasks and responsibilities as required.

EMPLOYMENT STANDARDS

Education and Experience:

- Graduation from high school or passing of the General Education Development (GED), and seven (7) years of experience as a journey-level automotive or truck repair technician. Experience managing fleet and facility operations.

Knowledge of:

- Emergency fire apparatus and equipment laws, statutes, rules, regulations, practices, and procedures.
- Principles of diesel and gasoline engines, diagnostic equipment, and hydraulics.
- Basic computer programs (such as Microsoft Word, Excel and Internet use).
- Fundamentals of technological equipment necessary to be used in the performance of duties.
- Safety practices and procedures observed in the performance of work by Shop personnel.
- Public works contracts, project requirements and prevailing wage requirements.
- Facility project management, preventative maintenance, and effective maintenance procedures.

Ability to:

- Communicate effectively, both orally and in written communications.
- Provide program direction to staff engaged in facility / equipment repair and maintenance.
- Research and prepare materials, apparatus, and equipment specifications for bid and contraction process.
- Develop Invitations to Bid, and Requests for Proposal for fleet and facility related projects.
- Prepare and present staff reports to the Board of Directors regarding fleet and facility items.
- To respond to emergencies and work evenings and weekends when required by special circumstances.
- Establish and maintain effective working relationships with those contacted during work.
- Ensure facilities, fleet maintenance shop equipment, practices and procedures meet Occupational Safety and Health Association (OSHA) requirements.

Requirements:

Driver's License: Must possess a valid California Driver's License for the types of apparatus operated.

Certification: As a condition of employment, must possess and maintain at a minimum the California State Fire Marshal Fire Mechanic II Certification and / or Emergency Vehicle Technician Level II Fire Apparatus Technician.

Tools and Shop Equipment: Provided by the Nevada County Consolidated Fire District.

Pre-Employment Requirements: The candidate will be required to complete and pass a background check, Live Scan fingerprint, and medical examination.

Conditional Job Offer Candidate:

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

Signature

Date

District Representative:

Signature

Date

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DRAFT

Addendum to the Fleet and Facilities Supervisor Position

Specific Kevin Greene as it relates to his position as Fleet and Facilities Supervisor for Nevada County Consolidated Fire District:

Kevin Greene was hired as a Fire Mechanic under the job description that fell under the guidelines of a safety employee. While employed he will maintain his status as a safety employee and fall under the International Association of Firefighters Local 3800 Memorandum of Understanding and maintain his classic safety member status with CalPERS.

Upon Kevin Greene's separation with Nevada County Consolidated Fire District the Fleet and Facilities Supervisor will become classified as a non-safety position.

DRAFT



Nevada County Consolidated Fire District

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POSITION DESCRIPTION

POSITION: Administrative Services Assistant I
CLASSIFICATION: Regular Employee
Non-Classified, Confidential
SUPERVISOR: Reports to the Administrative Services Manager
COMPENSATION: In Accordance with District Wage Schedule
DEFINITION:

To perform a wide variety of general clerical duties as required in assigned divisions; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED:

Receives immediate supervision from management positions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- Provide administrative support for the District such as typing, data entry, scheduling, answering the phones, and filing.
- Maintain records and logs of activities for a variety of services and programs, which may include basic accounting.
- Compile data and prepare reports and required.
- Maintain and enter information into databases.
- Answer telephones and provide information to callers or transfer calls to appropriate individuals.
- Format, proofread, edit and distribute general and routine, correspondence, reports, forms, and other documents.
- Prepare logistics for meetings, workshops, and other district-sponsored events.
- Operate office equipment such as computer, fax machines, scanners, copiers and phone systems.
- Perform specialized functions in particular to the respective division (i.e., administration, board, finance, operations, prevention, etc.)
- Provide back-up assistance to other administrative positions.

Knowledge and Skills Required:

Knowledge of:

- Administrative support and clerical procedures.
- Creating and/or formatting basic documents and forms.
- Filing and record keeping procedures.
- Preparation and maintenance of calendars, agendas, and schedules.
- Customer service and telephone techniques.
- Office practices, methods, procedures, and equipment.
- English language structure including correct English usage, rules of composition, spelling, grammar, and punctuation.
- Basic office computer programs including word processing, spreadsheets and database managers.
- Basic mathematics

Skill and Ability:

- Perform specialized program and work for administrative support functions.
- Provide general information regarding District specific policies, practices, and protocols when assisting customers.
- Use computers for various applications such as database management or word processing.
- Work independently with minimal supervision and aid less experienced staff.
- Compile information and prepare accurate reports.
- Perform mathematical calculations.
- Deal tactfully and courteously with officials, the public, and District employees.
- Type 55 words per minute.
- Sort, file, organize, and maintain records.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Operate a variety of general office equipment.
- Interact tactfully and courteously with District personnel and the public, providing information and responding to concerns about the respective divisions and/or programs, policies, and functions.

Education and Experience:

Graduation from high school or passing of the General Education Development (GED) test AND any combination of training and experience which would be two (2) years of experience in a full-time office position performing administrative support.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record.

Highly Desirable:

Special training, education and/or certifications in administrative support related fields are highly desirable. Training in computerized software programs including Microsoft Office suite.

Working Environment:

Work is performed in an office and meeting area environment, contact with staff, public and elected officials. The position is primarily sedentary but travel between work areas may be required. This position must be able to lift, push, and pull files, papers and documents weighing up to 25 pounds.

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

DRAFT

Conditional Job Offer Candidate:

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

Signature

Date

District Representative:

Signature

Date

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POSITION DESCRIPTION

POSITION: Secretary/Clerk to the Board of Directors

CLASSIFICATION: Regular Employee
Non-Classified, Confidential

SUPERVISOR: Reports to Board of Directors

COMPENSATION: In Accordance with District Wage Schedule

DEFINITION:

Under general supervision, performs a variety of administrative and clerical functions in support of the Fire District Board. This position shall be responsible for planning, organizing, scheduling, agendaing and documenting the Board meetings, actions, and directions. The Board Secretary/Clerk shall prepare correspondence and other documents.

SUPERVISION RECEIVED AND EXERCISED:

Receives immediate supervision from management positions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- Serves as Secretary/Clerk of the Board to the Board of Directors; attends meetings and records all official proceedings; prepares public notifications, agendas, minutes, and other documents; oversees the publication, filing, indexing and retention of all proceedings of the Board of Directors; follows-up to ensure the proper execution of Board documents.

Knowledge and Skills Required:

Knowledge of:

- Creating and/or formatting basic documents and forms.
- Filing and record keeping procedures.
- Preparation and maintenance of calendars, agendas, and schedules.
- Customer service and telephone techniques.
- Office practices, methods, procedures, and equipment.
- English language structure including correct English usage, rules of composition, spelling, grammar, and punctuation.

- Basic office computer programs including word processing, spreadsheets and database managers.
- Basic mathematics

Skill and Ability:

- Work independently with minimal supervision.
- Compile information and prepare accurate reports.
- Deal tactfully and courteously with officials, the public, and District employees.
- Type 55 words per minute.
- Sort, file, organize, and maintain records.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Operate a variety of general office equipment.
- Interact tactfully and courteously with District personnel and the public, providing information and responding to concerns about the respective divisions and/or programs, policies, and functions.

Education and Experience:

Graduation from high school or passing of the General Education Development (GED) test and any combination of training and experience which would be two (2) years of experience as a secretary.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record.

Highly Desirable:

- Principles, practices, and procedures related to public agency record keeping, elections, and the Secretary to the Board function.
- Experience in a public agency setting, working with an elected Board, Commission and/or Council.
- Knowledge of applicable laws and regulations, including the Brown Act and Conflict of Interest and Right to Know laws is desirable.

Working Environment:

Work is performed in an office and meeting area environment, contact with staff, public and elected officials. The position is primarily sedentary but travel between work areas may be required. This position must be able to lift, push, and pull files, papers and documents weighing up to 25 pounds.

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

Conditional Job Offer Candidate:

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

Signature

Date

District Representative:

Signature

Date

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RESOLUTION NO. 21-37

AMENDED AUTHORIZED PERSONNEL RESOLUTION

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

WHEREAS, the Board adopted Resolution R21-27 on September 16, 2021, Staff has presented a reclassification and reorganization of positions to improve the administrative services of the District;

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District, the following number of personnel are hereby authorized for Fiscal Year 2021-2022:

<u>Description</u>	<u>Total Number</u>	<u>Description</u>	<u>Total Number</u>
Fire Chief	1	Deputy Fire Chief	1/0
Division Chief	0/2	Battalion Chief	2/3
Fire Marshal	1/0	Deputy Fire Marshal	1
Fire Captain	9	Lieutenant	6
Firefighter/Operator	12	Fire Mechanic I	0/1
Fire Inspector, Non-Safety	0	Finance Manager	1/0
Administrative Services Mgr.	1	Finance Administrative Asst.	1
Fleet and Facilities Supervisor	0/1	Fire Mechanic II	1/0
Reserves	15	Seasonal Firefighters	9
Service Technician	1/0		

ON A MOTION by Director _____, seconded by Director _____, the foregoing resolution was passed and adopted this 16th day of December, 2021, by the following vote to wit:

Ayes:
Noes:
Absent:
Abstain:

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

Attest:

Nicole Long, Secretary of the Board



Nevada County Consolidated Fire District

Resolution 21-38

2021/2022 Updated Fiscal Year District Wage and Compensation Schedule

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

WHEREAS, the pay ranges and compensation schedule in attachment "A" for the identified job classifications are hereby established effective December 26, 2021.

PASSED AND ADOPTED by the Board of Directors as Resolution of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 16th day of December 2021 by the following roll call:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

Nicole Long, Secretary of the Board

Nevada County Consolidated Fire District
Wage and Compensation Schedule
Fiscal Year 2021/22
Effective December 26, 2021

			Step Increases								
			1	2	3	4	5				
Safety											
Hourly Rate (per MOU)											
Firefighter	shift	\$	17.88	\$	18.83	\$	19.78	\$	20.72	\$	21.67
Lieutenant	shift	\$	21.67	\$	22.66	\$	23.76	\$	24.87	\$	25.98
Captain	shift	\$	25.98	\$	27.18	\$	28.45	\$	29.71	\$	30.97
Battalion Chief	shift	\$	30.97	\$	32.42	\$	33.84	\$	35.25	\$	36.66
Fire Mechanic II	40 Hr	\$	34.70	\$	36.29	\$	37.97	\$	39.64	\$	41.31
Deputy Fire Marshal	40 Hr	\$	34.70	\$	36.29	\$	37.97	\$	39.64	\$	41.31
Fleet & Facilities Sup.	40 Hr	\$	41.31	\$	43.38	\$	45.55	\$	47.83	\$	50.22
Salary											
Fire Marshal		\$	95,551	\$	100,038	\$	104,459	\$	108,914	\$	113,433
Division Chief		\$	123,711	\$	129,897	\$	136,391	\$	143,221	\$	150,371
Fire Chief		\$	158,514	\$	166,125	\$	174,117	\$	182,507	\$	191,317
Non-Safety											
Hourly Rate											
Service Technician	40 Hr	\$	19.79	\$	20.62	\$	21.51	\$	22.43	\$	23.40
Admin	40 Hr	\$	21.83	\$	23.02	\$	24.29	\$	25.63	\$	27.06
Fire Inspector	40 Hr	\$	21.83	\$	23.02	\$	24.29	\$	25.63	\$	27.06
Fire Mechanic I	40 Hr	\$	23.97	\$	25.22	\$	26.48	\$	27.73	\$	28.99
Part-Time Admin	20 Hr	\$	25.00	\$	26.25	\$	27.04	\$	27.85	\$	28.68
Salary											
Admin. Svcs Manager		\$	76,009	\$	78,064	\$	83,166	\$	85,432	\$	89,798
/Finance Manager											

Wages do not include education incentive, longevity incentive or shift to 40 hour conversion.



Nevada County Consolidated Fire District

Resolution 21-39

Purchasing Policy

WHEREAS, the Nevada County Consolidated Fire District Board of Directors has the requirement to follow purchasing and related guidelines set as forth by the following California codes; Civil Code, Government Code, Health and Safety Code, and Public Contract Code; and

WHEREAS, the existing District Purchasing Policy requires updating to meet current District operational needs and staffing changes; and

WHEREAS, the purchasing policy submitted herewith, replaces the prior purchasing policy authorized by Resolution R21-03.

NOW, THEREFORE, BE IT RESOLVED by the Nevada County Consolidated Fire District Board of Directors, the attached Policy 209 Purchasing is approved and effective immediately.

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 16th day of December, 2021 by the following roll call:

Ayes:
Noes:
Absent:
Abstain:

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

Attest:

Nicole Long, Secretary of the Board

Policy 209

Purchasing

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209.1 Purpose and Scope

The purpose and scope of this policy is two-fold:

1. To establish efficient procedures for the purchase of supplies and equipment and for obtaining construction and other services by Nevada County Consolidated Fire District (hereafter referred to as District) which will assure the lowest cost commensurate with sound quality and in accordance with appropriate standards and specifications; to provide for positive financial control over purchases; to provide for competitive bidding; and to provide a uniform procedure and notice thereof to prospective suppliers.
2. Meet the requirements of *Ca Government codes §54202 and 54204*.

This policy is written in accordance with the following California governmental codes. Items not specifically addressed in this policy will be governed by the same.

- *CA Civil Code*
- *CA Government Code*
- *CA Health and Safety Code*
- *CA Public Contract Code*

209.2 Purchasing Officer

The Fire Chief is designated as the purchasing officer. The Fire Chief may delegate portions of the purchasing officer authority to subordinates. During times of leave of the Fire Chief, the Deputy/**Division** FireChief assumes the purchasing authority of the Fire Chief.

The purchasing officer, or designated agent, shall have the authority, in accordance with purchasing procedures required by this policy, to:

1. Purchase or contract for work, services, supplies, and equipment;
2. Negotiate, recommend, and execute contracts for the purchase of supplies, equipment, and services;
3. Act to procure for the District optimum quality in supplies, services, and equipment to meet the needs of the district at the least expense to the district;
4. Seek to obtain as full and open competition as possible on all purchases commensurate with the needs of the district; and,
5. Supervise and inspect all supplies and equipment purchased to ensure conformance with specifications.

209.3 Purchasing Authority

209.3.1 Budgeted and non-Budgeted Purchases

1. Board of Directors (BOD) approval of the annual district budget shall constitute authorization for the purchase of equipment, goods and services specifically listed and described in such budget
2. The purchasing officer may, without bids, quotes or prior BOD approval, make single non-budgeted purchases not to exceed Five Thousand Dollars (\$5,000.00).

3. The purchasing officer may exceed the single purchase limit (\$5,000.00) for maintenance of structures and equipment which cannot be postponed until action can be taken by the board. The purchasing officer or his/her designee shall submit a report of these transactions and present such at the next regular BOD meeting (*reference CA Public Contract Code §22050*)

209.3.2 Purchasing Limits

Purchasing limits, within the confines of §209.3.1, are as follows:

- | | |
|--|---|
| 1. Company Officer | Up to \$ 250.00 |
| 2. Service Technician | Up to \$ 250.00 |
| 3. Battalion Chief | Up to \$1,000.00 |
| 4. Deputy Fire Marshal | Up to \$1,000.00 |
| 5. Collateral Duty Officer | Up to \$1,000.00 |
| 6. Operations Support Manager | Up to \$1,000.00 |
| 7. Administrative Svcs Manager | Up to \$2,500.00 |
| 8. Fleet and Facilities Supervisor | Up to \$2,500.00 |
| 9. Mechanic | Up to \$2,500.00 |
| 10. Finance Manager | Up to \$2,500.00 |
| 11. Deputy Fire Chief | Up to \$5,000.00 |
| 12. Division Chief | Up to \$5,000.00 |
| 13. Fire Chief | In accordance with this purchasing policy |

Refer to *Exhibit 1* for Collateral Duty listing.

209.3.3 Purchase Orders

Purchase order requirements are dependent on dollar amount purchased. Purchasing limits per §209.3.2 apply to the following:

1. Purchases of \$250.00 or less do not require a purchase order or purchase order #.
2. Purchases of \$500 or less by ~~the Fire Mechanic~~ Fleet Division Personnel for the purpose of vehicle repair do not require a purchase order #.
3. Purchases of \$250.01 to \$2,500.00 requires obtaining a purchase order # from admin.
4. Purchases of \$2,500.01 to \$5,000.00 requires
 - a. Obtaining a purchase order # from admin,
 - b. Preparation and submittal of a purchase order form, and
 - c. Approval from the Fire Chief, Deputy Fire Chief, Division Chief, Finance Manager or ~~Finance Manager~~ Administrative Services Manager, prior to purchase.
5. Purchases of \$5,000.01 to \$10,000.00 requires
 - a. Bid from 3 or more vendors, if three bids can be obtained. Reference § 209.4.2 *Informal Bids*
 - b. Obtaining a purchase order # from admin,
 - c. Preparation and submittal of a purchase order form, and
 - d. Approval from the Fire Chief, Deputy Fire Chief, Division Chief, Finance Manager and Administrative Services Manager, prior to purchase.
6. Purchases of \$10,000.01 and over – see §209.4 – *Bidding and Quotations*

Refer to *Exhibit 2* for the Purchase Order template.

209.3.4 Obtaining a Purchase Order No.

Purchase order #'s are numerically controlled and are assigned as needed. The following information is required to obtain a purchase order #. The purchase order number # is required prior to the purchase being finalized.

1. Date
2. Vendor
3. Nature of purchase and account classification.
4. Vehicle ID, Station ID or Employee Name, if applicable.
5. Appropriate level of authorization
6. Estimated Amount

209.3.5 Credit Card Purchases

The District provides credit cards to employees of designated classification for the primary purposes of emergency, travel, necessity and expediency. Purchasing activity, as outlined in §209.3.1 through 209.3.4, pertain to credit card purchasing.

Exhibit 3 outlines the monthly credit card purchasing limits of each designated employee classification.

209.4 Bidding and Quotation Procedures: Informal and Formal

209.4.1 Competitive Written Bid and/or Oral Quotation

Except as otherwise provided in this policy, hiring of work, construction, and other services, and purchases of supplies and equipment shall be by competitive bidding (the written submission of prices by individuals or firms competing for a contract, privilege, or right to do work or supply merchandise or services), or solicited oral quotation pursuant to the procedures established by this policy. Bidding shall not be required in any of the following instances:

1. Emergencies: Although exempt from competitive bidding, emergency purchases are subject to provisions of § 209.3 *Purchasing Authority*,
2. When the commodity can be obtained from only one vendor (sole source vendors),
3. When the total amount involved is five thousand dollars (\$5,000.00) or less, subject to the provisions in § 209.3, and
4. Purchases from other public agencies or joint purchasing authority.

209.4.2 Informal Quotation

1. Except as provided in §209.4.4 below work, services, and purchases of an estimated value of between five thousand dollars (\$5,000.00) and ten thousand dollars (\$10,000.00), shall be made by the purchasing officer pursuant to the procedure prescribed in this section.
2. Costs of work, services, and purchases shall, whenever possible, be based upon at least three (3) independent quotations, if three quotations can be obtained, and shall be awarded to the lowest responsible party as determined by the purchasing officer.
3. The purchasing officer shall solicit bids or quotations by written requests, by telephone, by fax, advertising, or by notice posted on a public bulletin board at the administrative office or by any combination of these methods. Formal contracts shall be executed as needed.

209.4.3 Formal Bidding

Except as otherwise provided in this policy, work, services and purchases, and obtaining construction and other services, of an estimated value of ten thousand dollars (\$10,000.00) or more shall be by written contract with the lowest responsible bidder pursuant to the procedures prescribed in the following manner. Reference *Ca Public Contract Codes §20810 to 20813*.

1. Notice Inviting Bids:

- a. Notices inviting sealed bids shall include a general description of the article(s) or service(s) to be purchased or supplied, shall state where bid forms and specifications may be obtained, and the time and place for opening bids. The notice shall specify the amount and form of bidder's security if required. The notice shall state that bids shall be submitted and contracts awarded pursuant to the provisions of this policy and any resolution setting forth other applicable rules and regulations. The notice shall state that the board may reject any and all bids.
- b. Notices inviting bids shall be published at least once in a newspaper of general circulation printed and published in the County of Nevada. A notice shall also be posted on a public bulletin board at the administrative office. This does not preclude, when deemed advantageous, the additional use of metropolitan newspapers and trade publications.

2. Bidder List/Security:

- a. In all transactions where sealed bids are required, the purchasing officer may require bidder's security and specify the amount and form thereof in the call for bids. District counsel may review any such security requirements.
- b. The deposit of the successful bidder shall be held to secure the capacity, readiness, and willingness of the successful bidder to execute the contract. The deposits of the unsuccessful bidders shall be mailed back within ten (10) days following the bid award. The successful bidder shall forfeit the deposit of bid security upon refusal or failure to execute the contract within ten (10) day notice of award of contract.
- c. The board may, on refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest responsible bidder, the amount of the said successful bidder's security shall be applied by the district to the difference between the successful bid and the next lowest responsible bid; and the surplus, if any, shall be forfeited as the reasonable cost to the District of delay and/or administrative cost involved in re-letting the contract.

3. Bid Opening:

Sealed bids shall be submitted as set forth in the published notice and shall be identified as "bids" on the envelope and opened by the purchasing officer or a designated representative at a time and place stated in the published notice. Sealed bids shall be reviewed by the purchasing officer or a designated representative and a recommendation submitted to the board for approval within thirty (30) days of its next regularly scheduled meeting after the date on which the bids are opened. A tabulation of all bids received shall be open for public inspection. Bids received after the closing date and time shall be returned unopened to the bidder.

4. Bid Rejection, Re-advertisement:

The Board may, in its discretion, reject any and all bids and may re-advertise for bids pursuant to the procedures contained in this section.

5. Tie Bids:

If two or more bids are received for the same total amount or unit price and all other applicable considerations are equal, the board may, in its discretion, accept either bid.

6. Performance Bond:

The district shall require bidders to submit a performance bond in such amount as it may find reasonably necessary, and as per *Ca Civil Code §9550*, to protect the interests of the District, and the form and amount of such bond shall be specified in the notice inviting bids.

7. Award:

Except as otherwise provided herein, a contract shall be awarded by resolution of the board of directors to the lowest responsible bidder as determined by the board.

209.4.4 Special Services and Equipment – Requests for Proposals (RFP)

1. Recognizing that acquisition of some goods and services, such as computer and/or telecommunications equipment or professional services, are of such a unique or complex nature that a structured competitive bid process based solely on lowest price would detract from the district's ability to acquire the most appropriate goods or services, the purchasing officer and/or the District Board may determine that it is in the best interest of the District to purchase such goods and services based on criteria other than lowest cost. In such cases, notwithstanding any other provision of this Policy, the purchasing officer may prepare RFP's which shall establish the criteria that the District will use in selecting a provider and in purchasing the goods and services.
2. In structuring an RFP, the RFP should include, but not be limited to, the following:
 - a. Company or individual background;
 - b. Details of products or services;
 - c. Cost;
 - d. Time of delivery;
 - e. Dollar limits of performance bond, and/or liability insurance requested, if required;
 - f. References;
 - g. Products, service capabilities, and warranties;
 - h. Other information or requirements appropriate to the types of products or services; and,
 - i. Any other consideration that may aid the Board or purchasing officer in evaluating the proposal.
3. Proposals may be accepted, rejected, or negotiated prior to final contract approval by the board.
4. Purchase of district utility vehicles - The district has a Federal Identification Number (FIN) with General Motors and Ford which allows the District to purchase utility vehicles from these two

manufacturers at a government wholesale price. All dealerships receive the same pricing from the above manufacturers, which eliminates the competitive pricing between dealerships. In an effort to provide warranty service, the district may contact the closest authorized dealer who participates in the government wholesale purchase program for its purchase of utility vehicles provided that the closest authorized dealers add-on charge does not exceed 3% over the manufacturer's government wholesale price.

209.4.5 Report Results of Bidding to Board:

The purchasing officer shall submit a written report on all bidding, formal or informal, setting forth results, conclusions, and recommendations.

209.5 Requirements on Facility Construction, Maintenance and Related Services

Facility construction, maintenance and related services procured by a public entity in the State of California may have requirements per *SB 854*

1. The following conditions are governed by *SB 854*. If these conditions are not met, *§209.5* does not apply.
 - a. Services procured through a contractor for construction and maintenance services, which utilizes labor for the completion of such services, whether the labor is provided by the contractor or their sub-contractors.
 - b. The project or service contract is \$1,000 or more.
2. Contractor requirements are:
 - a. Registered as a Public Works Contractor with the Department of Industrial Relations (DIR) during the performance of the project and/or contract.
 - b. Maintain an active contractor license with the California Contractor State License Board during the performance of the project and/or contract.
 - c. Pay laborers used on the project/contract prevailing labor wage rates.
 - d. Deliver Certified Payroll reports to the DIR via the eCPR on-line portal. Insure sub-contractors do the same.
 - e. Be vigilant in prevailing wage compliance.
 - f. Provide certificates of insurance with the following limits and the district named as additionally insured.
 1. General liability – \$1,000,000.00.
 2. Property insurance – value of equipment and goods stored on project site.
 3. Commercial automobile - \$300,000.

- g. Understand and agree to terms of the Nevada County Consolidated Fire District Public Works Contract. See *exhibit 4*.
3. District requirements are:
- a. Utilize Public Works Contractors for projects/contracts that apply.
 - b. Insure contractor is aware of DIR requirements, via the contract and/or purchase order .
 - c. File PWC-100 for each subject project/contract on the DIR website.
 - d. Review submitted Certified Payroll reports to insure contractor and sub-contractor(s) compliance.
 - e. File a notice of completion with DIR when the terms of the project/contract are complete.
 - f. All other purchasing and bid requirements remain in force.

209.6 The Purchase

When finalizing the purchase with the vendor, pertinent purchasing information is given to the vendor. Information given to the vendor would include

- 1. Purchase order # - to be included on all vendor documentation, including the receiving document(s) and invoice(s).
- 2. Shipping or service address.
- 3. Receipt date – delivery date of the goods or services.
- 4. Payment terms – when the vendor will be paid.
- 5. Total amount of purchase, including sales tax and freight.

209.7 Authorization for Payment

Vendor payment procurement requires verification the goods or services have been received, and within the parameters of the purchase order. The method of verification is provided to the finance assistant. Valid verifications are as follows:

- 1. Purchases up to \$100.00 – verbal communication, or signed receipt (i.e. receiver, packing slip, credit card receipt, invoice).
- 2. All other purchases – signed receipt, or signed as received on the purchase order.

Vendor payment will be procured when the purchase order, receipt verification and invoice are verified against each other.

Exhibit 1 - Collateral Duties

Program Assignment
SCBA Maintenance / Repair
Annual Pump Testing
Fleet Maintenance
Communications Equipment
Social Media / District web site
Driver Training Coordinator
EMS Coordinator
Grant Research
Small Tools / Power Equipment
Reserve / Intern / Seasonal Program
Facilities Maintenance
Fire Extinguisher Maintenance
Safety Program
Scheduling
Hose / Repair / Testing
Hydrant Program
Mapping Information System
EMS Supplies
Personal Protective Equipment
Public Education
Small Tools / Equipment
Uniforms
Training Coordinator
UAV Program Coordinator
UTV Program
Health & Wellness Coordinator
Vehicle Striping / Labeling
Technical Rescue Program
Infection Control Officer

Exhibit 2 – Purchase Order

Attach in PDF.

Exhibit 3 – Credit Cards Monthly Limit by Designated Classification

Fire Chief	\$5,000.00
Deputy Fire Chief	\$5,000.00
Division Chief	\$5,000.00
Battalion Chief	\$3,000.00
Finance Manager	\$20,000.00
Finance Department	\$20,000.00 (monthly utilities)
Fleet and Facilities Supervisor	\$5,000.00
Deputy Fire Marshal	\$3,000.00
Mechanic	\$5,000.00
Ops Support Mgr Adm Svs Mgr	\$3,000.00
Captain	\$2,000.00
Lieutenant	\$1,000.00
Unassigned	\$1,000.00
Service Technician	\$2,000.00

Exhibit 4 – Public Works Contract template

PARTIES

THIS CONTRACT, made on this (DD) day of (MONTH), 20YY, by and between the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, a fire protection district located in the State of California, hereinafter referred to as the "**District**" and (Name of Contractor), hereinafter referred to as the "**Contractor**".

This contract is for the following project: {project description}

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

Contractor agrees to furnish all permits (as required), tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in the RFP, bid, proposal or similar supporting documents.

CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the District's "Notice of Award to Contractor" and shall be fully completed no later than ___ calendar days thereafter, or in such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein.

A determination of whether delays were avoidable or not shall be made by District.

3. CONTRACT PRICE:

District shall pay Contractor for the full and complete performance of this Contract in the sum of _____ dollars ___ cents (\$ _____ .)

The contract price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the District, and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed

fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

3.1 MONTHLY PROGRESS PAYMENTS

Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a five (5%) percent retention withholding as specified therein.

3.2 FINAL PAYMENT

Final payment shall be made in accordance with the General Conditions of these Contract Documents. Final payment to include the payment of all retention withheld.

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Where the work is anticipated to require more than forty-five (45) days to complete, Contractor may apply for progress payments on a monthly basis. Contractor shall submit an invoice or application for payment covering the work completed to that date and accompanied by supporting documentation to District's satisfaction. Progress payments will be in an amount equal to ninety percent (95%) of the work completed.

4.2 FINAL PAYMENT

Payment in full for the completed project will not be due until at least thirty-five (35) days after recording of the Notice of Completion with the County Recorder (if required). Acceptance of final payment will be deemed as a waiver of all claims except those which were timely made pursuant to the claims provisions of this contract.

4.3 INVOICE CONTENT

Invoices or applications for payment to the District shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the District of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the District or others relating to or arising from the work, to the full extent authorized by Public Contracts Code Section 7100. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from

any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

5. CONTRACT DOCUMENTS:

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written Change Order signed by both parties. The contract documents shall include this contract, plans and specifications, RFP and or bidding documents, addenda thereto dated: MM/DD/YY all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the District dated MM/DD/YY.

In the case of ambiguity or conflict, the documents shall be given the following priority:

- This Agreement
- Request for Proposal
- Contract Drawings
- Technical Specifications
- Duly issued Addenda
- General and/or Special Conditions
- Supplementary conditions, if any
- Duly issued Clarifications and Field Orders
- Duly issued Work Authorizations
- Duly issued Change Orders
- Supplemental Drawings issued pursuant to Article 4 of the General Conditions
- Initial Submittals approved pursuant to Article 3 and all submittals approved pursuant to the General Conditions
- Contractor's Bid Proposal
- Contractors Guarantee and Bond Designation of Subcontractors
- Performance Bond
- Payment Bond

Such documents, collectively referred to herein as the "Contract Documents", are incorporated herein by this reference and made a part hereof.

6. PERFORMANCE AND LABOR & MATERIAL BONDS

Pursuant to the provisions of the California Civil Code Section 9550, the Contractor shall, prior to the performance of any work covered by this Contract, provide to District in such form as may be acceptable to District, a performance bond guaranteeing the faithful and timely performance of the work to be performed under this Contract and guaranteeing the work for a period of one (1) full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by District) and a separate labor and material bond guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR

The Contractor hereby represents that before bidding it carefully examined the Request for proposal, drawings and project manual [if applicable], visited the project site of the location of work and fully informed itself as to all existing conditions at the site and limitations of information provided by the District regarding the site.

The Contractor further represents that it has satisfied itself as to the nature and location of the work, the general and local conditions, conditions of the write, availability of labor, materials on the site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the work and all other matters which in any way affect the work or cost of the project. The Contractor agrees that its failure to acquaint itself with all available information concerning conditions shall not relieve it from its bid or its responsibility for estimating properly the difficulties or cost of the work, or the requirements for any trade, craft or portion of the work.

The Contractor further represents that the contract price shall include everything necessary for the completion of work and of fulfillment of this agreement for construction within the time specified herein, including, but not limited to, furnishing all permits (as required) materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The contract price includes allowance for all Federal, State and local taxes and payment of the prevailing wages as required by applicable state and or federal law as set forth by the Department of Industrial Relations (CA) or the Davis Bacon Act (Federal) and/or the General Conditions of this agreement.

8. DELAY

The Contractor specifically acknowledges and agrees that a time extension is its sole remedy for delays caused by the District, and agrees to make no claim for additional damages for such delay.

Contractor shall be entitled to a price adjustment with such time extension Change Order, but such price adjustment shall be limited to its direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the District.

Processing of Submittals, Clarifications and other information by the District within the time specified in the Contract Documents shall in no event constitute a District-caused delay.

9. NOTICES

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served via E-mail, personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

Nevada County Consolidated Fire District

Attn: Deputy Fire Division Chief

~~11329 McCourtney Road~~

~~Grass Valley, CA 95949~~

640 Coyote Street

Nevada City, CA 95959

Contractor

Address
City, State, Zip

Engineer and/or Architect

Address
City, State, Zip

10. LIQUIDATED DAMAGES

If the work is not completed by Contractor in the time specified in Section 2 of this Agreement, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of (\$_____) each calendar day of delay until the work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the District may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the District Board to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the District.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

Nevada County Consolidated Fire District

By: _____ Date: MM / DD / YYYY
Jerry Funk, Deputy Fire Chief/Fleet & Facilities Supervisor

Contractor:

(Insert Name of Contractor)

By: _____ Date: _____

Name/Title: _____

State Contractor's License Number: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

District may order additions, deletions or revisions in the work which shall be authorized by written Change Order. Circumstances may occur where Contractor may need to apply for a change in the contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in contract price due to change orders shall be established either by (1) unit price (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed fifteen percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

2. BONDS:

A. Contractor shall furnish two (2) bonds each in the amount of one hundred percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in the state of California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by District.

B. For projects involving less than \$50,000, Contractor shall furnish bonds in the amount of fifty percent (50%) of the contract price, or may post negotiable securities in accordance with the following procedures:

Negotiable securities shall be endorsed over to the District and shall be held by District under a surety deposit agreement until Contractor has fully complied with all applicable laws and provisions of the District's public works contract prerequisite to the release thereof. An administrative fee shall be charged by District for the execution of the surety deposit agreement in the amount of \$100.00. The Contract Administrator shall be authorized to execute all security deposit agreements, the form of which shall be as approved by District Counsel.

C. In the event of a default by Contractor, District shall notify Contractor of the specifics of the default and shall extend a reasonable time for Contractor to cure same or to pay such damages as District may reasonably assess under the terms of the Public Works Contract. District shall not

release the bonds or security until Contractor has fully performed under the contract. If Contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, District shall proceed to sell the securities and/or make demand on the bonds.

D. District reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the District.

3. CONTRACTOR LIABILITY AND INSURANCE(S):

Contractor shall be liable for all damages and injury which shall be caused to District or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to District. Said policies shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of One Million Dollars (\$1,000,000.00) and Worker's Compensation Insurance.

Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.

District shall be a named insured and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor shall also purchase and maintain property insurance upon the work or equipment and supplies stored at the site, if any, to the full insurable value thereof. All policies of insurance shall contain a provision that the coverage will not be canceled, materially changed, or renewal refused until at least thirty (30) days' prior written notice has been given to District. If a loss occurs, the above insurance shall be primary.

4. RISK OF LOSS:

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by District until both the work has been completed and District has accepted the work as complete.

5. MATERIALS AND EQUIPMENT:

All material and equipment shall be of good quality and new unless the contract provides otherwise. Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type,

function and quality required. Any substitutions must be expressly consented to by District in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturers' operating and maintenance instructions to District prior to receipt of final payment.

6. WARRANTY AND CORRECTION PERIOD:

If within one (1) year after the date of completion of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents any work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instruction, either correct such defective work, or, if it has been rejected by District, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, District may at its option have the work corrected by such other means as District deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of the contract.

7. PERMITS AND TAXES:

Unless otherwise provided in the special contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

8. INDEMNIFICATION:

Contractor shall fully indemnify, hold harmless and defend District and its consultants, agents, officers and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the negligent performance of the work herein or willful misconduct by Contractor.

9. SUSPENSION OF WORK:

District may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

10. TERMINATION:

Except as limited by law or regulation, District may terminate this contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment for the benefit of creditors;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of District's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the contract documents.

District may, after giving Contractor seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which District has paid Contractor but which are stored elsewhere, and finish the work as District may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to District. When exercising any rights or remedies under this paragraph, District shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by District, the termination will not affect any rights or remedies of District against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by District will not release Contractor from liability.

Upon seven (7) days' written notice to Contractor, District may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any actual expense sustained.

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

District may appoint staff or hire professional services for supervision and administration, at its election. Said person is hereinafter referred to as "Contract Administrator". The Contract Administrator is the delegated authority to determine the amount, quality, acceptability and fitness of the work, materials and equipment to be paid for under this contract, to decide for District all questions relative to contract interpretation, to reject or condemn all work or material which does not conform to the terms of this contract and to review and make a final determination on all claims submitted to District.

11.2 WRITTEN CLARIFICATION

If there is an ambiguity in the contract documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefor.

11.3 CHANGE ORDER

The Contract Administrator may authorize or require variations in the work from the requirements of the contract documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a Change Order justifies an increase in the contract price or an extension of the contract time and the District and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor.

11.4 UNIT PRICING

If the contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefor as required below.

11.5 CLAIM PROCEDURE

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 201 04(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Section 910 and 910.2.

11.6 CLAIMS UNDER \$50,000

If the claim is under \$50,000, District shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty

(30) Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is

thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.7 CLAIMS OVER \$50,000

For claims over \$50,000 and less than or equal to \$375,000, District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of District and Contractor. The District's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

11.8 MEET AND CONFER

If Contractor disputes District's written response, or District fails to respond within the time prescribed above, Contractor may so notify District, in writing, either within fifteen

(15) Days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such District representatives as the Contract Administrator or the District Board directs for settlement of the issues in dispute. Upon such demand, District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

11.9 APPEAL TO DISTRICT BOARD

If following the meet and confer conference the claim or any portion thereof remains in dispute, Contractor may file a claim with the District Board pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the District Board pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the District representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by District must be commenced not later than six (6) months after the recording of the notice of completion or not later than six (6) months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.10 DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of District as a condition precedent to consideration of the claim: Contractor's bidding calculation forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that District shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor-or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. ARBITRATION:

For claims under \$375,000, District shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If District does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above \$375,000, the arbitration provisions of this contract are voluntary. Neither District nor Contractor shall be required to enter into arbitration for amounts above \$375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above \$375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

13. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

14. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the District has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file with the Department of Industrial Relations. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

15. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

16. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

17. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of one hundred dollars (\$100.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to District a certified copy of each payroll record within ten (10) days after close of each payroll period. An additional five percent (5%) retention may be withheld from any payment due for failure to provide same. Payroll records can also be uploaded to the CA DIR Certified Payroll Report website.

18. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the Contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

19. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

20. CONFLICT OF INTEREST RESTRICTIONS:

No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the District who is authorized in such capacity and on behalf of the District who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested

personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

21. WAIVER OF RIGHTS:

No action or lack of action on the part of District at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the District of any of District's other rights or remedies.

22. SUCCESSORS IN INTEREST:

District and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

23. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

24. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the completion of this contract. Contractor will permit District to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at District's option Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any moneys erroneously charged. If District ascertains that it has been billed erroneously by Contractor for an amount equaling five percent (5%) or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

25. NOTICE:

Notices shall be given to District at the following location:

If to "DISTRICT"

Nevada County Consolidated Fire District

Attn: ~~Deputy Fire Chief~~ Chief/Fleet & Facilities Supervisor

~~11329 McCourtney Road~~

~~Grass Valley, CA 95949~~

640 Coyote Street

Nevada City, CA 95959

If to "CONTRACTOR"

Contractor

Address

City, State, Zip

26. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be Nevada County, California.

Contractor's Acknowledgement of General Conditions: _____ (Initials)

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment for the benefit of creditors;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of District's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the contract documents.

District may, after giving Contractor seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which District has paid Contractor but which are stored elsewhere, and finish the work as District may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to District. When exercising any rights or remedies under this paragraph, District shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by District, the termination will not affect any rights or remedies of District against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by District will not release Contractor from liability.

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If the claim is under \$50,000, District shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty

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If following the meet and confer conference the claim or any portion thereof remains in dispute, Contractor may file a claim with the District Board pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the District Board pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the District representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by District must be commenced not later than six (6) months after the recording of the notice of completion or not later than six (6) months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

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11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor-or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. ARBITRATION:

For claims under \$375,000, District shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If District does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above \$375,000, the arbitration provisions of this contract are voluntary. Neither District nor Contractor shall be required to enter into arbitration for amounts above \$375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above \$375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

13. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

14. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the District has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file with the Department of Industrial Relations. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

15. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

16. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

17. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of one hundred dollars (\$100.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to District a certified copy of each payroll record within ten (10) days after close of each payroll period. An additional five percent (5%) retention may be withheld from any payment due for failure to provide same. Payroll records can also be uploaded to the CA DIR Certified Payroll Report website.

18. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the Contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

19. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

20. CONFLICT OF INTEREST RESTRICTIONS:

No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the District who is authorized in such capacity and on behalf of the District who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested

personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

21. WAIVER OF RIGHTS:

No action or lack of action on the part of District at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the District of any of District's other rights or remedies.

22. SUCCESSORS IN INTEREST:

District and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

23. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

24. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the completion of this contract. Contractor will permit District to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at District's option Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any moneys erroneously charged. If District ascertains that it has been billed erroneously by Contractor for an amount equaling five percent (5%) or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

25. NOTICE:

Notices shall be given to District at the following location:

If to "DISTRICT"

Nevada County Consolidated Fire District

Attn: ~~Deputy Fire Chief~~ Chief/Fleet & Facilities Supervisor

~~11329 McCourtney Road~~

~~Grass Valley, CA 95949~~

640 Coyote Street

Nevada City, CA 95959

If to "CONTRACTOR"

Contractor

Address

City, State, Zip

26. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be Nevada County, California.

Contractor's Acknowledgement of General Conditions: _____ (Initials)



Nevada County Consolidated Fire District

Resolution 21-40

Amending Participants for The US Bank Cal-Card Purchasing Program

WHEREAS, the Nevada County Consolidated Fire District (“NCCFD” or “District”) uses the US Bank CAL-Card Purchasing Program for the purpose of allowing more flexibility in the organization in paying bills and meeting the needs of NCCFD personnel during emergencies and regular operations; and

WHEREAS, on January 21, 2021, the NCCFD Board of Directors adopted Resolution R21-03, Amending Participants and Purchasing Limits for the US Bank Cal-Card Purchasing Program, a copy of which is attached hereto as “Exhibit A”; and

WHEREAS, the Board has approved the adoption of new positions, Staff has identified the need to amend the US Bank Cal-Card Purchasing Program to include new positions; and

WHEREAS, Staff requests the Board approve the changes as listed in “Exhibit B”,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District, the Board approves the changes, with purchasing limits listed in “Exhibit B”.

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 16th day of December, by the following roll call:

Ayes:
Noes:
Absent:
Abstain:

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

Attest:

Nicole Long, Secretary of the Board

NCCFD Credit Card Purchasing Limits

Limit	Position
\$20,000	Finance Department
\$5,000	Chief
\$5,000	Deputy Fire Chief
\$5,000	Fire Marshal
\$3,000	Battalion Chief
\$3,000	Battalion Chief
\$3,000	Finance Manager
\$3,000	Dep. Fire Marshal
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Service Technician
\$5,000	Mechanic
\$3,000	Operational Support Manager
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Unassigned
\$1,000	Unassigned

NCCFD Credit Card Purchasing Limits

Limit	Position
\$20,000	Finance Department
\$5,000	Chief
\$5,000	Deputy Fire Chief
\$5,000	Division Chief
\$5,000	Division Chief
\$5,000	Fire Marshal
\$3,000	Battalion Chief
\$3,000	Battalion Chief
\$3,000	Battalion Chief
\$3,000	Finance Manager
\$3,000	Dep. Fire Marshal
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Captain
\$2,000	Service Technician
\$5,000	Mechanic
\$5,000	Fleet & Facilities Supervisor
\$3,000	Administrative Services Manager
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Lieutenant
\$1,000	Unassigned
\$1,000	Unassigned



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

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

nccfire@nccfire.com • www.nccfire.com

To: Board of Directors
From: Jerry Funk, Deputy Chief
Date: December 6, 2021
Re: Facilities Budget Amendment

Background:

Within the F/Y 21-22 budget, the District allocated \$170,000.00 for Facility Maintenance in Operations Fund 722, Account 6681. This account was adjusted from F/Y 20-21 budget of \$120,000.00 due to two large, anticipated projects. Routine facility maintenance items typically run approximately \$3,000.00 per month.

Since the adoption of the F/Y 21-22 budget the District has experienced substantial price increases of two planned projects (Station 84 deck & generator). Additionally, the District has incurred unanticipated expenses due to major equipment failures and the movement of personnel. To date, outstanding facility maintenance expenditures will exceed our budgeted amount by over \$20,000.00.

Recommendation:

Staff recommends the reallocation of funds from the F/Y 20-21 carry over to Operations Fund 722, Account 6681 in the amount of \$80,000.00. This would enable the District to continue with our anticipated projects and maintenance schedule for the remainder of the fiscal year.

The anticipated projects and maintenance include:

- Battalion Chief Office at Station 84
- 7 months of routine maintenance
- Bay door replacement at Station 91
- Extractor at Station 88

Fiscal Impact:

Reallocate the amount of \$80,000.00 from the beginning balance funds to Operations Fund 722, Account 6681.



11.

Board Officer Elections



NCCFD CHIEFS' MONTHLY REPORT

To: NCCFD Board of Directors

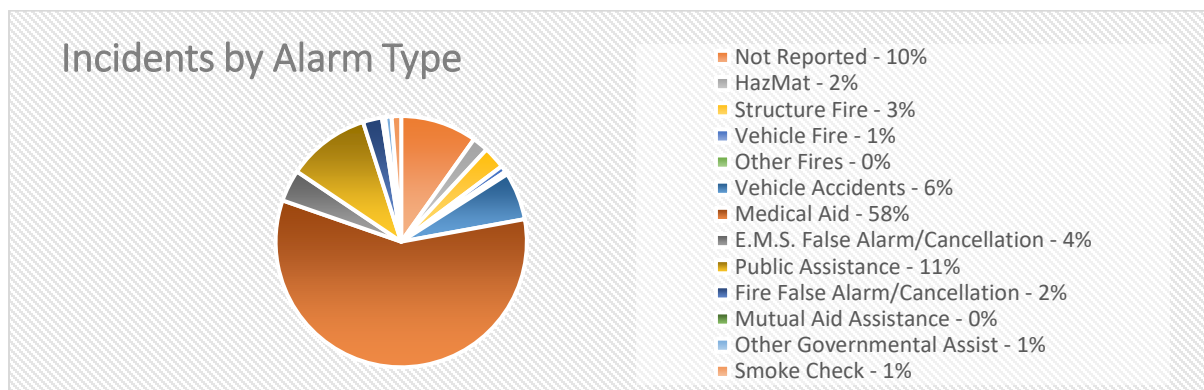
From: Jim Turner, Fire Chief
Jerry Funk, Deputy Chief

Date: December 6, 2021

OPERATIONS

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

- 244 calls for service.
- Average response time overall - 7 minutes 49 seconds



Significant Incidents:

- Residential structure fire Ridge Road area. A two-story residence was found well involved in fire. Unfortunately, a male subject succumbed to the fire. Cause under investigation.
- Numerous serious traffic accidents.

Training:

- 857 hours of documented training for the month of November.

ADMINISTRATION

- Chief Turner, Battalion Chief Sunde and Fire Marshal McMahan attended the monthly meeting of the Nevada County Fire Chiefs Association.
- Deputy Chief Funk and Fire Marshal McMahan attended the monthly Community Agencies United for Safe Schools and Streets Meeting.
- Chief Turner and Board President Grueneberg met with Banner Mountain property owner John Paye.



NCCFD CHIEFS' MONTHLY REPORT

ADMINISTRATION

- Chief Turner, Fire Marshal McMahan along with CAL FIRE met with the Bridge Engineering firm for a site visit and discussion of pros and cons of two locations.
- Deputy Chief Funk and Fire Marshal McMahan conducted a site visit with the Greenhorn Firewise Community regarding site selection for community water storage tanks for fire suppression.
- Numerous staff members are preparing for our January 1, 2022 roll-out of our new records management system, ESO. Special thanks to Operations Support Long for the work she has done.
- NCCFD congratulates Firefighter Julia Veliquette on her recent appointment.

FIRE PREVENTION

Public Education:

Deputy Fire Marshal Mason completed fire extinguisher training for approximately 180 High School Students at Nevada Union High School. A big thank you to Director Dorland for putting us in contact with a Fire Extinguisher Company that donated some fire extinguishers that could no longer be certified but work for training purposes.

Fire Investigations:

Chief Turner and Deputy Fire Marshal Mason investigated a fire in a single-family dwelling which resulted in the

Meetings and Training attended by Fire Marshal McMahan:

- Ready Nevada County Extreme Climate Event Mobility and Adaption Plan Public Workshop.
- Sacramento Sierra Arson Task Force with Deputy Fire Marshal Mason in Roseville.
- Fire Safe Council of Nevada County Executive/Finance Meeting and the Regular Board Meeting at the Fire Safe Council Office.
- PG&E Enhanced Vegetation Management Program presentation at the Rood Government Center.
- Met with Jordan Kohler, Director of Facilities and Construction, to discuss current and future projects at Nevada Union High School.
- California Conference of Arson Investigators Roundtable Training in Roseville.