Nevada County Consolidated Fire District

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



www nccfire.com nccfire@nccfire.com

BOARD OF DIRECTORS

Keith Grueneberg, President Barry Dorland, Vice President Tom Carrington Spencer Garrett David Hanson Patricia Nelson Marianne Slade-Troutman Jim Turner, Fire Chief
Jerry Funk, Deputy Fire Chief
Terry McMahan, Fire Marshal
Patrick Mason, Deputy Fire Marshal
Jeff Van Groningen, Finance Manager
Amy Powers, Finance Assistant
Nicole Long, Operations Support Manager

BOARD OF DIRECTORS

AGENDA - REGULAR MEETING

THURSDAY, DECEMBER 17, 2020 – 7:00 PM

Held Remotely at Conference Caller

1 (800) 444-2801

Conference Code: 1665498

Governor Newsom has declared a State of Emergency to exist in California as a result of the threat of the Coronavirus (COVID-19). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow the public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public's and Employees health and well-being are the top priority for the Board of Directors of the Nevada County Consolidated Fire District, and you are urged to take all the appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available by:

Held Remotely at Conference Caller 1 (800) 444-2801 Conference Code: 1665498

Note: The meeting is being held <u>only</u> by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board <u>only</u> through the phone number set forth above, except members of the public seeking to attend and address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twelve (12) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Nicole Long, Board Secretary (530)265-4431 nicolelong@nccfire.com

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 presiding officer. 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.

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.

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

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

STANDING ORDERS:



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

*Public Comment for Items NOT on the Agenda

Per CA Government Code 54954.3

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

CONSENT CALENDAR

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

1. Acceptance of Minutes – November 19, 2020

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Dorland, Slade-Troutman

PERSONNEL: Carrington, Hanson, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg

WESTERN NEVADA COUNTY FIRE AGENCY: Grueneberg, Dorland, Hanson

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

NEW BUSINESS

- 2. Discussion and possible action, alternate meeting location for in-person meetings. Fire Marshal McMahan
- 3. Discussion and possible action, Engagement Agreement with Boutin Jones Inc. Fire Chief Turner
- 4. Discussion and possible action, Election of New Board Officers for the term January 1, 2021 through December 31, 2021. President Grueneberg
- Correspondence.
 - 5.(A) Sky Pines Neighborhood Representative Letter, Received November 16, 2020.
 - 5.(B) Thank you card and donation from the Hutchinsons, dated November 25, 2020.

CHIEF'S MONTHLY REPORT

*BOARD DISCUSSION

<u>ADJOURNMENT</u>

Board Meeting Schedule

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

Copies

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

Board Meeting Notices

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

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

- A. Members of the public wishing to address the Board upon any subject within the jurisdiction of the Nevada County Consolidated Fire District may do so upon receiving recognition from the presiding officer at the appropriate time. You may address the Board on any agenda item prior to Board Action. If you wish to address the Board on an item not on the agenda, you may do so during the General Public Comment period. Understand that no action may be taken on an item not on the agenda.
 - Where necessary for the orderly operation of the meeting, the presiding officer may limit public comment during the public comment period or public hearing to no more than five minutes per individual.
- B. After receiving recognition, please stand and state your name, as all meetings are being taped. Note that stating your name is a <u>voluntary</u> act and is not required.
- C. Members of the public may submit written comments on any matter that is listed on the agenda or for general public comment. You may submit written comments on any matter by U.S. Mail addressed to 640 Coyote Street, Nevada City, CA 95959 or by e-mail to nicolelong@nccfire.com. For comments to be read at the meeting and entered into the minutes they must be received no later than 8:00 a.m. on the morning of the noticed meeting.
- D. <u>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.</u>
- E. Complaints against any individual District employee cannot be brought up in open meeting directly. The District will only consider such a complaint if submitted in writing.

DRAFT Nevada County Consolidated Fire District

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



www.nccfire.com nccfire@nccfire.com

BOARD OF DIRECTORS MINUTES November 19, 2020

Regular Meeting held remotely at 1 (800) 444-2801 Conference Code: 1665498

NCCFD DIRECTORS

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

STAFF:

Present: Fire Chief Turner, Deputy Chief Funk, Fire Marshal McMahan, Deputy Fire Marshal Mason,

Finance Manager Van Groningen, 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. President Grueneberg led in the pledge of allegiance. Congratulations to the incumbents for the election.

*PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Per CA Government Code 54954.3

No public comment.

CONSENT CALENDAR

- 1. Acceptance of Minutes October 15, 2020
- 2. Fund Balances, Check History report and Credit Card History Report
- 3. 2012 Special Tax report for fiscal year 2019/2020
- 4. Annual AB1600 report for fiscal year 2019/2020

Director Carrington motioned to accept the consent calendar. Director Slade-Troutman seconded. MOTION passed unanimously following a roll call vote.

COMMITTEE REPORTS

STANDING COMMITTEES

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

AD HOC COMMITTEES

NEGOTIATIONS: Carrington

BOARD POLICY AND PROCEDURES: Grueneberg

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

Finance - No report

Personnel - No report

Board Policy & Procedures - No report

JPA – Chief Turner met and conducted regular business.

NEW BUSINESS

5. <u>Discussion and possible action, Resolution R20-32, Making Nomination to the Position of Special District Member of the Nevada County Local Agency Formation Commission (LAFCo).</u>

President Grueneberg asked for interest from any member of the Board. Director Nelson has interest, but unable to currently serve.

4. <u>Discussion and possible action, Resolution R20-32, Making a Nomination to the Position of Special District Member of the Nevada County Local Agency Formation Commission (LAFCo).</u>

President Grueneberg, asked for interest from any member of the Board. No interest from any directors.

5. Discussion and possible action, alternate meeting location for in-person meetings.

President Grueneberg reported that he asked Fire Marshal McMahan to look into any locations available to have in-person meeting that would be able to adhere to the 6 feet social distance guidelines. If a location is found and possible in-person meeting could start in January. After board discussion, directors are all interested.

6. <u>Discussion and possible action, surplus vehicle, 1999 Ford F550 Rescue Vehicle.</u>

Deputy Chief Funk gave an update, this vehicle is being replaced by the new rescue which is anticipated to be on a truck tomorrow. Director Hanson motioned to surplus the 1999 Ford F550 Rescue Vehicle and authorize Chief Funk to negotiate best price. Director Nelson seconded. MOTION passed unanimously following a roll call vote.

7. Discussion and possible action, modification to staffing.

Fire Chief Turner reported that with the increase in COVID-19 and a couple cases within our District, a staffing modification was reviewed. Chief Turner met with Robin Serna, Local 3800 Shop Steward to discuss the modification and compose a side letter. Director Nelson motioned to approve the side letter. Director Slade-Troutman seconded. MOTION passed unanimously following a roll call vote.

8. <u>Discussion and possible action, District Succession Planning.</u>

President Grueneberg reported that many upper management staff has announced possible retirement next year. Director Hanson requested that the personnel committee should start meeting with the senior chiefs to begin succession planning. After board discussion, the personnel committee is to meet and report to the board at the February 18, 2021 meeting.

CHIEF'S MONTHLY REPORT

Chief Funk reported that this is the first month of only District calls reported on the report. The strike team activity was heavy for the month, but everyone is now home, and we have had a little rain. The largest vegetation fire in our District was 2 acres.

Staff attended numerous meetings. Chief Funk and Shop Steward Serna met and completed the re-write of the call-back and mandatory policies.

Fire Marshal McMahan reviewed the meetings he attended. It was recognized that he was appointed to the Director's position on the Fire Safe Council Board.

*BOARD DISCUSSION

ADJOURNMENT

President Grueneberg adjourned the meeting at 7:31 p.m.

Attest: Approved by:

Nicole Long Keith Grueneberg President of the Board



2.
Meeting Location.



Gage C. Dungy Attorney gdungy@boutinjones.com

December 3, 2020

VIA EMAIL (jimturner@nccfire.com)

Nevada County Consolidated Fire District Attn: Jim Turner, Fire Chief 10135 Coyote St. Nevada City, CA 95959

Re: **Engagement Letter**

Dear Chief Turner:

We are pleased to represent the Nevada County Consolidated Fire District in connection with its employment matters. In addition, we will provide other ongoing legal services, if any, requested or directed by you from time to time.

Legal Fees

We have agreed to undertake your representation at our standard hourly rates. My hourly rate is \$380. Our firm includes lawyers with a variety of skills and experience, and we draw upon each other's skills to provide cost-effective legal services to you. When appropriate, we will assign certain portions of the work to persons with lower billing rates in order to minimize your legal costs. All work not performed by the firm's shareholders, however, will be completed under a shareholder's direct supervision, and Boutin Jones Inc. assumes full responsibility for all work performed.

Costs

In addition to legal fees, we charge for costs we incur on your behalf. We separately itemize certain costs such as express delivery fees, computerized legal research charges, fees for recording deeds or other documents, travel expenses, large-volume copy jobs and other reasonable costs and expenses. We may send the invoices for some of these costs directly to you for payment, and we may ask that you pay such costs in advance. For disbursements over \$500, we may ask that billings be sent directly to you or that advances be provided.

We welcome a free and open discussion about our fee structure or any particular statement or charge. We respect the importance which our clients attach to the significant matter of fees.

555 Capitol Mall

Tel / 916.321.4444 Suite 1500

Fax / 916.441.7597

Sacramento, CA 95814

BOUTINJONES.COM



Nevada County Consolidated Fire District December 3, 2020 Page 2

Advance

It is the policy of our firm to ask for an advance from all new clients and from existing clients in connection with all new matters. At this time, we are waiving the advance; however, we reserve the right to request one in the future. All advances paid to us are deposited in our client trust account. This letter will authorize us to withdraw from the trust account balance the monthly fees and costs we bill you. If the trust account balance is insufficient to cover our fees and costs, we will bill you for the insufficiency and ask you to replenish the advance. If you fail to replenish the advance the firm may cease work on your file and/or withdraw from our representation in accord with the Rules of Professional Conduct. Any balance remaining in the trust account after the conclusion of our work will be promptly refunded to you.

Schedule of Payment

We request that you pay our invoice within ten (10) days following your receipt of our invoice, and we reserve the right to withdraw from your representation for nonpayment of our fees. Delinquencies of thirty (30) days or more from the date of the invoice will be subject to a late charge to cover additional costs that we incur. The late charge is 0.75% of the fees and costs incurred during the billing period covered by the invoice.

Attorney-Client Privilege

Attorney-client communications are privileged only if there is a reasonable expectation of privacy. Generally, there is no reasonable expectation of privacy regarding electronic communications, including e-mails, text messages and facsimile transmissions, through an employee's business e-mail account or through an employee's business hardware. Therefore, when communicating with us you should avoid using an e-mail address provided by your employer or using a personal e-mail account on a workplace device or system such as a smartphone.

In addition, the invoices we send to you are intended to be and to remain privileged as they include or may include entries designed to confirm privileged communications between attorney and client and to keep you, as client, reasonably informed of significant developments.

Standard Provisions Attached

The enclosed Boutin Jones Inc. Standard Terms Regarding Services further clarify terms and conditions of our representation. Together with this letter, the Standard Terms contain our agreement for legal services.

I encourage you to contact me if you have any questions regarding our representation or our fees. If these terms are acceptable, please sign the Acceptance attached to this letter and return the



Nevada County Consolidated Fire District December 3, 2020 Page 3

copy to me. This will confirm your agreement to the terms of our engagement as described in this letter and the Standard Terms. You may keep the original for your files.

Thank you for the opportunity to represent the Nevada County Consolidated Fire District.

Very truly yours,

Gage C. Dungy

GCD:gc Enclosure



Nevada County Consolidated Fire District December 3, 2020 Page 4

ACCEPTANCE

The undersigned accepts the agreeme	ent for legal services	contained in this	letter and the attached
Standard Terms.			

Dated:	NEVADA COUNTY CONSOLIDATED FIRE DISTRICT
	By: Keith Grueneberg, Board President

BOUTIN JONES INC. STANDARD TERMS REGARDING LEGAL SERVICES

These Standard Terms, together with the fee engagement letter, constitute the Agreement for Legal Services ("Agreement") between you and Boutin Jones Inc.

- 1. <u>Effective Date</u>. This Agreement is effective as of the date we first perform services on your behalf. If we perform legal services at your request while we are waiting for you to sign and return this Agreement, you will still be required to pay for those services even if you decide not to sign and return this Agreement.
- 2. <u>Conflicts of Interest</u>. We have conducted a search of our files to determine if any conflicts exist that would make it impossible for us to represent you in this matter. A conflict occurs when we are asked to represent a party against a present client. A conflict may also exist when we are asked to represent a party against a former client under certain circumstances, including where we have confidential information of the former client relevant to the proposed representation. We are prohibited from providing services where a conflict exists unless all affected parties give us permission in writing. If a conflict arises in the future, we may not be able to continue to represent you with respect to this matter unless we obtain the appropriate waivers. If we discover any such conflicts during the course of our representation, we will bring them to your attention immediately.
- 3. Attorney Time. Our lawyers and paralegals bill in minimum units of 0.10 hours (six minutes) for any task. We will charge for all telephone calls relating to your case, including, but not limited to, calls with you and opposing counsel. Our legal personnel may confer among ourselves about your matter, as required. When we do confer, each person will charge for the time expended. If more than one of our legal personnel attends a meeting or other proceeding, each will charge for his or her time. We will charge for waiting time and for travel time, both local and out of town. We will also charge for legal research and analysis, review of documents, drafting of documents and negotiation. All of the charges will be at the rates in effect when the services are rendered.
- 4. Out-of-Pocket Costs. In addition to our legal fees, we charge for costs we incur on your behalf. We separately itemize certain costs such as filing fees, process service fees, court reporter fees, messenger and other delivery fees, document recordation fees, travel and charges for computerized legal research. We may send the invoices for some of these costs directly to you for payment, and we may ask that you pay such costs in advance.
- 5. Extraordinary Compensation. In matters requiring great urgency, unusual complexity or special sophistication or training, the American Bar Association's Rules of Professional Conduct allow for these factors to be considered in formulating fees, and we would propose to do so in such instances. For example, in the course of our representation, we may be asked to render a legal opinion to a third party on your behalf. Where such an opinion is rendered by our firm, we may include a reasonable additional charge over and above the time spent on the matter by firm personnel. The amount of such additional charge will be determined by consideration of the following factors: (1) the complexity, novelty and difficulty of the questions involved and the skill, experience and professional judgment required for the opinion; (2) the amount involved in the transaction and the firm's responsibility to the recipient of the opinion rendered; (3) the

time limitations imposed by the circumstances; and (4) the scope of the diligence and investigation appropriate to the transaction.

- 6. Advances. It is our standard practice to request an advance from you prior to rendering any legal services on your behalf. The nature, amount and terms of the advance required for this work are set forth in the engagement letter above. Any advance remaining in the client trust account at the conclusion of our representation, after payment of all fees and costs, will be returned to you absent any agreement otherwise. Failure to pay our fees and costs on a timely basis, or failure to replenish the advance as requested from time to time, will be cause for Boutin Jones Inc. to withdraw from your representation.
- 7. <u>Billing Statements.</u> We will bill you on a monthly basis. Our billings are submitted electronically unless you request that billings be submitted by hard copy via U.S. mail. Our invoices will state the date of each service, the name and hourly rate of the professional performing the service, a description of the service performed, and the amount of time devoted to each item. Our out-of-pocket costs will be itemized. We invite you to discuss with us at any time any questions you may have regarding our invoices or the status of your matter. You agree to inform us in writing within thirty (30) days if you dispute any part of an invoice, and you agree that any invoice not disputed within that time is accurate.
- **8.** <u>Late Payment.</u> Payment of our invoices is due within ten (10) days following your receipt of our invoice. If payment is not received within thirty (30) days from the date of the invoice, you agree to pay simple interest of 0.75% (3/4%) per month on the outstanding fees and costs. This interest covers additional costs that we incur as a result of late payment.
- 9. Notice of Change in Rates and Charges. The hourly rates quoted to you in the fee engagement letter are those currently used by our firm. Like all business people, we are not immune from increasing costs. From time to time, therefore, we must review and revise our rates and charges in order to keep pace with such demands. The revised rates and charges then will be applied to the services rendered thereafter on your behalf. While we will make every effort to notify you in advance of any increase, any increase will be reflected in our billings to you, and your receipt of such billings will constitute notice of any increase in our rates or charges.
- 10. <u>Additional Services</u>. We will provide other ongoing legal services as may be agreed upon between us from time to time. This Agreement shall apply to any such additional services.

- 11. Client Responsibilities. You agree to be truthful with us, to cooperate, to keep us informed of developments that relate to our services, to comply with this Agreement, to pay our bills on time and to keep us advised of your current address, telephone number and place of employment. You also agree to respond promptly, fully and accurately to requests for information or documents and to other requests for assistance made by Boutin Jones Inc. We may communicate with you by email at any email address you provide to us from time to time.
- **Litigation.** We cannot precisely determine the full nature and extent of the legal services that may be necessary. Much of what will be done depends upon the responses of other parties or the actions of the courts. Consequently, compensation for our services is not a fixed fee. Our fees are based upon the time devoted to your representation, including time spent on telephone calls, negotiations, factual investigations and analysis, legal research and analysis, conferring with other attorneys or staff in the office, document preparation and revision, travel away from the office and all other items related to your representation.
- Experts. To prepare or present your case or legal position, we may need expert 13. witnesses, consultants or investigators. We will select and engage them and you are responsible for their bills. When feasible we will consult with you before completing the engagement of expert witnesses, consultants or investigators.
- Settlement. If we are hired to pursue or defend a claim on your behalf, Boutin Jones Inc. 14. will not settle the claim without your approval, and you have the absolute right to accept or reject any offer of settlement. We will notify you promptly of the terms of any settlement proposal that we receive on your behalf.
- Liens. You grant Boutin Jones Inc. a lien on any and all claims or causes of action that are the subject of our representation and on any advance held in our client trust account on your behalf. Our lien is for any sums owing to us for any unpaid costs or attorneys' fees. The lien attaches to any recovery you obtain.
- 16. Disclaimer of Guaranty. Boutin Jones Inc. can make no promises or guarantees about the outcome of this representation. Our comments about the outcome of your matter are expressions of opinion only.
- 17. Termination of Representation. You have the right to terminate our representation of you at any time. We have the same right, subject to our ethical obligation to provide you with reasonable notice to arrange for alternative representation. If requested by you, we will return your file to you, or to a substitute attorney of your choice at your written direction. You agree to pay our time at our applicable hourly rates and out-of-pocket costs associated with copying, retrieving and processing the file (including client documents) in both paper and electronic form. In so doing, we will be under no obligation to create any new information, but will simply be turning over existing information in the form in which it is kept in the ordinary course of our practice.

- 18. <u>Negotiated Agreement</u>. This is a negotiated agreement that can be accepted or rejected by the parties. The terms of this Agreement are not set by law. You may consult independent counsel before entering into this Agreement.
- 19. Attorneys' Fees. In the event that suit or arbitration is brought to enforce or interpret any part of this engagement agreement, the prevailing party will be entitled to recover, in addition to the amount of any judgment or award, a sum as and for reasonable attorneys' fees and costs incurred. If collection is undertaken by the firm's attorneys or staff, and if we are determined to be the prevailing party, we shall be entitled to reimbursement for our time based on our hourly billing rates then in effect.
- **20.** Consent to the Use of E-Mail. Unless you specifically direct us otherwise, we may use cell phones, e-mail and facsimile machines in the course of this engagement. Our e-mail and facsimile transmissions may not be encrypted so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of cell phones may place confidential or privileged information at risk. By signing the engagement letter, you consent to our use of these forms of communication.
- **Client Documents.** During the engagement, we will maintain a file of documents relevant to your representation. The file may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, transaction documents and other items reasonably necessary to your representation. Upon the completion of our engagement or the termination of our representation, you may request that the file be turned over to you. You agree to pay our labor, time and out-of-pocket costs associated with copying, retrieving and processing the file in both paper and electronic form. In so doing, we will be under no obligation to create any new information, but will simply be turning over existing information in the form in which it is kept in the ordinary course of our practice. We routinely retain files after completion of an engagement or termination of our representation that are not requested by a client to be returned for a period of five (5) years. If you have not requested possession of the file or any of its contents at the end of five (5) years, we may destroy the file, in both paper and electronic form.
- 22. Entire Agreement. This Agreement constitutes the entire agreement between you and Boutin Jones Inc. No other agreement or statement made on or before the effective date of this Agreement is binding. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing signed by both parties. This Agreement is deemed to be entered into at our principal office in Sacramento, California. The laws of the State of California shall apply to this Agreement.

Boutin Jones Inc.

Fee Schedule for Nevada County Consolidated Fire District Employment Law Matter

Hourly Rates of Employment Law Practice Group (As of Agreement Effective Date)

Shareholders \$380/hour

Associates \$270 - \$305/hour



4.
Board Officers.

6/11/20

Terry McMahan, Fire Marshall Nevada County Consolidated Fire District 640 Coyote Street Nevada City, Ca. 95959

TERRY,

DON'T TELL US THAT EFFECTIVE PEOPLE IN LOCAL BUREAUCRACIES CAN'T GET SOME THING DONE!! WE KNEW YOU WOULD PROPERLY PROCESS OUR REQUEST. HOWEVER, IT IS APPARENT NOW, THAT YOUR CONNECTIONS WITH NID AND YOUR ABILITY TO SEE THINGS THROUGH HAVE PAID OFF HUGE FOR THIS NEIGHBORHOOD.

OUR NEW FUNCTIONAL AND PROPERLY RECOGNIZED FIRE HYDRANT HAS BEEN INSTALLED! THE NEIGHBORHOOD WILL BENEFIT BEYOND CALCULATIONS. NOT ONLY WILL WE BE MORE FIRE DEFENSIVE, BUT PROPERTY VALUES WILL BE ENHANCED AS WELL AS FIRE INSURANCE PREMIUMS BEING SIGNIFICANTLY REDUCED.

THUS, THE NEIGHBORHOOD IS GREATLY APPRECIATIVE OF YOUR EFFORTS AND ACCOMPLISHMENTS!

SINCERELY, SKY PINES NEIGHBORHOOD REPRESENTATIVES;

Stort Berl. Houser Stocke & Coling.

South Sugarme Freschi

Robert and Juriel Rinds
watoon

5.(A)-1



= Thank you Station 88 for all your help on the second day of our recent PSPS, Oct. 26th All five of our smoke detectors went Off and you were so thorough checking our home for everything. Again, thank you for all you do in Somany facets, Sunya + Scot Hutchison (enclosed is adopation)

SCOT AND SUNTA HOTCHISON	3123
The second second	11/25/2020 410
Three hundred de	onsolidated Fire \$ 30000
(For Donation)	Summy Hutchison



NCCFD CHIEFS' MONTHLY REPORT

To: NCCFD Board of Directors

From: Jim Turner, Fire Chief

Jerry Funk, Deputy Chief

Date: December 9, 2020

OPERATIONS

Statistical data for the period of November 1 thru November 30, 2020.

- 371 calls for service. (176 emergency, 195 non-emergency)
- Average response time urban 3 minutes 47 seconds
- Average response time rural 9 minutes 46 seconds
- Average response time overall 7 minutes 47 seconds
 *Averages based on emergency responses only.

Significant Incidents:

- Residential structure fire Cement Hill area. Fire contained to room and contents. Cause under investigation.
- Two residential structure fires as a result of chimney fires extending to the structure. One in the Hwy 49 North area and the other in the Auburn Road area.
- Residential structure fire Deadman's Flat area. An approximate 1500 square foot home was fully involved upon arrival. Fire remains under investigation.
- Technical rescue Ziebright Mine area for a subject over the edge as a result of an offhighway vehicle accident.
- Numerous small local vegetation fires.

Training:

• 214 hours of documented training for the month of November.

ADMINISTRATION

- Chief Turner, Deputy Chief Funk, Fire Marshal McMahan and B/C Sunde participated in the virtual meeting of the Nevada County Fire Chiefs Association.
- Deputy Chief Funk and Fire Marshal McMahan attended the virtual monthly CAUSSS Meeting.
- Chief Turner and Deputy Chief Funk attended the virtual Law Enforcement and Fire Protection Council Meeting.



NCCFD CHIEFS' MONTHLY REPORT

- Chief Turner participated in a virtual meeting with the County of Nevada regarding hazardous materials response.
- Chief Turner met with GV / NC Chief Buttron regarding the JOA.
- Chief Turner and Fire Marshal McMahan met with Nevada County CEO regarding fire prevention service in Nevada County.
- Chief Turner and Fire Marshal McMahan virtually met with the Yuba River Safety Cohort.
- Chief Turner and Fire Marshal McMahan completed quarterly range qualifications.

FIRE PREVENTION

Projects:

• Fire Marshal McMahan met with representatives of Waste Management and a member of the Nevada County Airport Commission to discuss a small increase in the storage of fuel at their newly installed Compressed Natural Gas fuel station. This system has been relocated from the Robinson Enterprises Site to their repair and office facility located near the airport. Since they have to truck in the fuel, they were asking for an increase in the storage to reduce the number of deliveries and to have extra storage in the event of a major storm that would delay fuel deliveries.

Fire Investigations:

- Fire Marshal McMahan investigated a fire in an outbuilding that spread to a detached garage. The cause is undetermined.
- Deputy Fire Marshal Mason investigated a structure fire in an inhabited structure. The cause appears to be from a kitchen cook stove and is accidental.

Meetings and Training attended by Fire Marshal McMahan:

- Met with Barbara Bashall and Bruce Ivy from the Nevada County Contractors Association to discuss improving communications with the Contractors Association. This was a very productive meeting.
- Discussed ideas for a vacant parcel hazard reduction ordinance with County OES, Chief Turner, and Deputy Fire Marshal Mason. Through two meetings we learned that the Board of Supervisors has asked OES to investigate a program like the program we started in Alta Sierra several years ago.
- Sacramento Regional Fire Prevention Officers Association Virtual.
- Nor Cal Fire Prevention Officers Association Virtual.
- Fire Safe Council of Nevada County Board Meeting Virtual.