

Board of Directors' Meeting September 23, 2021



Fire Safe Council of Nevada County P.O. Box 1112 Grass Valley, CA 95945 Phone (530) 272-1122 Fax (530) 648-1122 www.areyoufiresafe.com

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#### FIRE SAFE COUNCIL OF NEVADA COUNTY BOARD OF DIRECTORS' MEETING PUBLIC NOTICE & AGENDA

Fire Safe Council of Nevada County P.O. Box 1112 Grass Valley, CA 95945 Phone (530) 272-1122 Fax (530) 272-3232 www.areyoufiresafe.com

Notice is now given that a regular meeting of the Board of Director's has been called and will be held on **Thursday**, **September 23, 2021**, at **10:00 a.m. via teleconference**.

#### MISSION

"The Fire Safe Council is a non-profit, local volunteer organization. We are dedicated to making Nevada County safer from catastrophic wildfire through fire safety projects and education."

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE
- 2. AGENDA AND ORDER OF BUSINESS: Approval of Agenda and Order of Business **Action**
- 3. MEETING MINUTES: Approval of Meeting Minutes from August 26, 2021 Board Meeting **Action**
- 4. PUBLIC COMMENT: This time is set aside for persons wishing to address the Board on any matter of interest that is not on the agenda. The Board invites comments from the agenda items after discussion by the Board Members. Speakers will be limited to five (5) minutes, unless extended by the Board chair. The Board chair reserves the right to further limit or exclude repetitious or irrelevant presentations. If written material is included, 20 copies of all information to be distributed to Board members should be given to the Secretary prior to the meeting. Action will not be taken at this meeting on citizen comments. The Board, however, after hearing from interested citizens, may place items under new business on a future agenda so proper notice may be given to all interested parties. If no one wishes to comment, the next scheduled agenda item will be considered.
- 5. AGENCY/PARTNER REPORTS
  - a. Don Bessee Alta Sierra Firewise Community.
  - b. FSC Agency/Partner Reports
- 6. REPORT OF THE FINANCE COMMITTEE Dave Walker
  - a. Financial Update through July 30, 2021.
  - b. Comments on Special Audit presented in August Board Meeting.
  - c. Comments on decisions pertaining to purchasing or leasing vehicles.
  - Approve purchase of vehicles and equipment for the CAL FIRE Forest Health grant. Action
  - d. Approve increase in Tri Counties Bank line of credit to \$250K. Action
  - e. Approval of extension of Education Benefits for all FSC Staff members Action
  - f. Approval of a three percent increase in the negotiated annual salary for the Executive Director to offset the loss of a three percent contribution that FSC has been mistakenly making that is not allowed under Federal rules. **Action**
  - g. Finalize employment contract of Executive Director. Action
  - h. Formalize Vehicle Storage Fee Policy Action
  - i. Create position of FSC Controller Action
  - j. Update FSC Accounting Policy Action
  - k. Next Meeting: Thursday, October 14, 2021 at 10:00 am via teleconferencing

#### 7. REPORT OF THE CHAIRMAN OF THE BOARD - Donn Thane

- a. Executive Committee Meeting Report
- b. Update on FSC through August 2021
- c. Update Red Zone Event
- d. Implementation of new Bambee Human Resources program including functionality for FSC Board of Directors Action
- e. Director Trygg requested to be agendized to speak.

#### 8. REPORT FROM THE EXECUTIVE DIRECTOR – Jamie Jones

- a. Operations update
- b. Programs update
- c. Projects update
- d. Other
- 9. DIRECTORS COMMENTS Information

#### 10. ADJOURN

NEXT BOARD MEETING: Thursday, October 28, 2021 at 10:00 a.m. at the FSCNC Office, 143B Springhill

**Drive, Grass Valley, CA**. and via Zoom teleconference. The internet web address is: <u>https://zoom.us/j/93896079702?pwd=NTJkRXVvMIdaT0haYnJrZ3lQaW5iUT09</u>

Times stated are approximate and subject to change. Agenda order is tentative and may be changed by Board action without prior notice. This meeting will conform to the Open Meeting Act. Agenda discussions and report items are subject to action being taken on them during the meeting by the Board at its discretion. The Board provides the public the opportunity at meetings to address each agenda item during the Board's discussion or consideration of the item. Total time allocated for public comment on particular issues is limited. The meeting is accessible to the physically disabled. A person who needs disability-related accommodations or modifications in order to participate in the meeting shall make a request no later than five (5) working days before the meeting to the Board to (530) 272-1122 or by email to info@areyoufiresafe.com.

Meeting Notice/Agenda of this Fire Safe Council of Nevada County Board Meeting was posted on \_\_\_\_\_\_ per Open Meeting Law Requirements at the following locations:

Fire Safe Council Administrative Office, 143B Springhill Drive, Suite 13, Grass Valley, CA www.areyoufiresafe.com

200916

Fire Safe Council of Nevada County Board of Directors Meeting Minutes Fire Safe Council Office, 143B Springhill Dr., Grass Valley, CA Date and Time: Thursday, August 26, 2021 at 10:00 AM *via teleconference* 



#### In Attendance:

DIRECTORS (DT) Donn Thane, Chair (RN) Rick Nolle, Vice-Chair (DW) David Walker (WK) Warren Knox, Secretary (PW) Pete Williams, Director (SE) Steve Eubanks, Director

(SH) Sue Hoek, Director(TM) Terry McMahan(ET) Eric Trygg, Director(HW) Hank Weston, Director(EDJ) Jamie Jones, Executive Director(AD) Alan Doerr, Director

#### Visitors:

#### 1. CALL TO ORDER ROLL CALL

Meeting called to order by Chairman Donn Thane at 10:05 AM via Zoom teleconference Attendance as indicated above.

#### 2. AGENDA AND ORDER OF BUSINESS

DT asked to add a discussion of the 2018 - 2019 Audit to the agenda and Board approval. HW moved the addition of this item to the agenda. Seconded by SE. Rollcall vote was unanimous.

#### 3. MEETING MINUTES

TM requested that the Minutes read "July Special Board Meeting". SH suggested that the minutes should also read "200" people for the fund-raising event instead of "2000". TM moved to approve the minutes with these corrections. Seconded by SE. Rollcall vote was unanimous.

#### 4. PUBLIC COMMENT

Linda Roemisch stated that she was at the meeting to express her concerns after reading the newspaper article on the FSC. Council Scott Brown asked if they items were on the agenda, and advised that if they were they would best be addressed when those items came up. Linda agreed to address them then.

#### 5. AGENCY/PARTNER REPORTS

- 1. Jim Mathias, CalFire discussed fire activity. The Nevada/Yuba/Placer unit is up only 4 fires over last year. However, acreage burned is up 2675 acres over last year. Fires are being driven by the wind-blown embers that are spotting out one to two miles ahead of the fire. He also reported on the Bennett St. fire in Grass Valley, 56.8 acres. He praised the unified command for the excellent coordination.
- 2. Paul Comings, County OES outlined the County input into the Bennet Fire. County is working hard to keep the messaging working. State assistance for the River Fire are now approved for both State and Federal funding.
- 3. Terry McMahan, NCC Fire reported that they have been very busy supporting all the fire activity in the region.

#### 6. REPROT OF THE FINANCE COMMITTEE

- Resolution to Accept CalFire Grant, non-prevailing wage grant. EDJ outlined the activities required for the grant and its
  financial structure. The Board is required to formally accept this award for fuel reduction and prescribed fire on 1800 acres of
  USF land in a number of places around the County. The grant total is \$4,967,200. RN moved FSC accept this grant. DW
  seconded. The motion was passed by unanimous rollcall vote. It also includes the cost associated with the contracts requiring
  "prevailing wage."
- 2. Approval of Budget Ammendment for Fiscal Year 2021-2022 Action EDJ explained that this a modification that was approved by the Board in June, and included the CalFire Grant approved above. EDJ explained that these changes will bring

the 2021-21 budget to \$5.7 M and result in a net to FSC of \$656 K. DW moved approval of this budget. RN seconded. Amendment was approved by rollcall vote unanimously.

3. Special Audit Report by Richardson & Co. Board acceptance. EDJ stated that this report was commissioned by FSC in response to a letter from attorney Sue McGuire on behalf of a former FSC employee detailing certain concerns, and a subsequent letter from County of Nevada asking FSC to address these issues. In July the Board decided to ask our independent outside auditor, Richardson and Company, to address these concerns and report back as soon as possible.

Ingrid Sheipline, Managing Partner at Richardson and Company, Sacramento, presented a detailed review of her findings as contained in the audit report and questioned the expertise of the FSC treasurer.

Linda Roemisch questioned the Board's lack of action prior to June in addressing identified issues. Chairman Thane explained that the Board had been made aware of the issues that were identified in the 2018 -19 audit in January and the Finance Committee had been made aware of them. EDJ said that many of the identified issues were addressed but gathering of data had been impeded by loss of personnel and Covid issues while continuing to operate as normal. Treasurer David Walker said that he is a CPA with fifty-six years of experience including turnaround projects for troubled public organizations. EDJ gave a brief overview of FSC internal controls of its accounting processes.

Ms. Sheipline continued with a report of the questions that are identified as the "Special Audit" providing detailed responses to the issues presented by the McGuire communication, and formal recommendations to FSC on changes necessary to address remaining deficiencies. Ms. Sheipline indicated number of these have already been addressed. EDJ stated that FSC would be responding to the County's letter on all issues in the County letter.

HW moved that the Board except the Special Audit report of the Richardson audit, and to give staff to make all changes recommended in this audit. RN seconded. Rollcall vote: Yes – DT, RN, DW, WK, SE, SH, TM, HW, PW; No -- ET

- 4. Communicate Special Audit Report to Nevada County HW moved that the FSC communicate the Special Audit Report to the County along with any answers that FSC has that has not been covered in the Special Audit Report. In addition, staff should set up a meeting to discuss the results with them. DT seconded this motion. Rollcall vote: Rollcall vote: Yes – DW, DT, HW, AD, ET, PW, RN, WK, SE, TM, SH
- Financial Report: Budget Year 2020 2021.
   Discussion indicated that required changes required by addressing PPT loan have not yet been made. The recommendation was to not yet close out the Budget Year. HW moved the acceptance of the Financial Report thru June 30, 2021. Seconded by DT. Rollcall vote: PW, ET, WK, DT, DW, AD, RN, SE, TM, HW, SH

#### 7. REPORT OF THE CHAIRMAN OF THE BOARD

- 1. DT reported that the Bord had received complaints from an employee, a former employee, and a Director. The employee complaint will be investigated. Staff has been given instructions on the process of responding. ET said he would like the response to his letter in a public session.
- 2. DT reported that due to Covid, the potential for snow concerns the Red Zone is postponed till next June. SE gave special thanks to TM, Billy Spearing, EDJ for all their help. And a special thanks to Joanne Shenner the event planner, and John Paye. We are planning for June 25th for next year. Steve is requesting critiques of the process, and soliciting all comments. EDJ has been working on the Bambee Human Resources to ensure compliance with all government policies. Her recommendation is that FSC includes all Board members in the Bambee portal for access to Board policies and all FSC policies. Inclusion of the Board members will not increase any cost to FSC. HW moved that the Board members be incorporated in this Bambee portal. RN seconded. Rollcall vote: Yes: PW, ET, WK, DT, DW, AD, RN, SE, TM, HW, SH

#### 8. REPORT FROM THE EXECUTIVE DIRECTOR

- 1. Operations
  - i. Adding another accounting technician to our staff.
  - ii. Need to implement a new Controller will see a request for this in the future
- 2. Projects -
  - i. CalFire grant implementation was scheduled for next year, but we are seeing interest in starting much sooner.
  - ii. A very big thank you to Sue Williams for all her work on selling the new membership package

#### 9. DIRECTORS COMMENTS

1. PW 300 DSAV's last year. We had 23 advisors that did at least five or more visits, and 45 did at least two. Barbara Teague did 50 in Lake Wildwood. Question where do we stand on AB38? EDJ CalFire is doing all of them now. We are still a possible resource for it.

2. SE Steve wants to understand what criteria is being used on AB38

3. SH Have created another history collaboration with the county. It is very interesting. You can get a link on that from EDJ.

4. TM Scheduled to go on training during next meeting and may not be able to attend next meeting.

5. HW Commented on FSC significant growth. Growing pains will occur, but we need to address them quickly. We have come a long ways.

6. Hank will be working on the nominating committee over the next month.

#### **10. ADJOURN**

HW moved adjournment. RN seconded. Approved by consensus.

I declare that these meeting minutes accurately reflect the actions of the Fire Safe Council of Nevada County's Board meeting held on March 25, 2021 and were approved by the Board of Directors.

Warren Knox, Secretary

Date



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#### FIRE SAFE COUNCIL OF NEVADA COUNTY PUBLIC NOTICE AND AGENDA OF JOINT EXECUTIVE/FINANCE COMMITTEES MEETING

Notice is now given that a regular EXECUTIVE/FINANCE Committees meeting of the Board of Directors has been called by DONN THANE, Chairman, and will be held on Thursday, September 9, 2021 at 9:30 a.m. via Zoom teleconference for the following purposes specified here in the Agenda.

#### **ROSTER:**

Donn Thane, Chairman Rick Nolle, Vice-Chairman Dave Walker, Treasurer

Warren Knox, Secretary Hank Weston, Director Jamie Jones, Executive Director

#### 1) CALL TO ORDER

2) ROLL CALL

#### 3) PUBLIC COMMENT

#### 4) FINANCE COMMITTEE UPDATE – Dave Walker

- FSC Budget Reporting Update through July 30, 2021 a)
- Discussion of Tax Impact of special audit b)
- Discussion of purchase vs. leasing for FSC vehicles Josh Robinson, Tri-City Bank c)
- d) Increase bank credit line to \$250K Action
- Education Benefits for all Staff members. Action e)
- f) Replacement of 3% annual IRA contribution for Exec Dir in negotiated contract Action
- Finalize Exec Dir Contract Action g) h)
- Vehicle storage fee payments **Action** Create position of FSC Controller **Action** i)
- Increase threshold limit for purchases for \$5000 (Exec Dir & Controller) Action j)
- Threshold for depreciation of assets **Action** k)
- I) Accounting Policy update
- m) Next Finance Committee Meeting October 14, 2021

#### 5) CHAIRMAN UPDATE – Donn Thane

- a) Update on FSC through August 2021
- b) Next FSC Executive Committee Meeting October 14, 2021

#### 6) EXECUTIVE DIRECTOR OPERATIONS UPDATE – Jamie Jones

- a) Operations update (staffing, facilities, systems, communications, etc.)
  - Staffing issues Progress
    - ii. Staff Presentation
- Programs update (Low-Cost DS Clearing, Chipping, Signs, DSAVs, AFNs, Scotch Broom, Firewise, etc.) b)
- Projects update (Ponderosa, Grants, etc) c)
- d) Other

#### 7) OTHER

#### 8) ADJOURN to Closed Session

- a) Discuss an Inappropriate Behavior accusation.
- **b)** Return to Open Session

#### 9) OPEN SESSION: Adjourn

FOR FUTHER INFORMATION regarding this meeting, please contact Donn Thane, Chairman, at 530-575-0566 or 6dthane@gmail.com. You may also contact Dave Walker, Chair of the Finance Committee at 530-362-0614 or

dwalker.assoc@gmail.com.

#### AFFIDAVIT OF POSTING

Meeting Notice/Agenda of this Executive/Finance Committees meeting of the Fire Safe Council of Nevada County was posted on

June 7, 2021 per Open Meeting Law Requirements at the following locations:

Fire Safe Council Administrative Office, 143B Springhill Drive, Suite 13, Grass Valley, CA

www.areyoufiresafe.com

If stay-at-home restrictions are still in effect, the meeting will be held via teleconference using Zoom. The internet web address is: <u>https://zoom.us/j/93896079702?pwd=NTJkRXVvMldaT0haYnJrZ3IQaW5iUT09</u>

210110

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#### **ROSTER:**

Donn Thane, Chairman Rick Nolle, Vice-Chairman Dave Walker, Treasurer Warren Knox, Secretary Hank Weston, Director Jamie Jones, Executive Director

- **1) CALL TO ORDER:** 9:32
- 2) ROLL CALL Indicated above.
- 3) **PUBLIC COMMENT:** No public present.
- 4) FINANCE COMMITTEE UPDATE Dave Walker
  - a) FSC Budget Reporting Update through July 30, 2021
  - b) Discussion of Tax specific impacts of Special Audit. DW explained that the audit did not change any of our formal reports, but did demonstrate the difficulties of meeting all necessary requirements of some of FSC's most stringent funding agencies mostly Federal Grants. Multi-year grants that require extensive post-completion reviews require complicated accounting mechanisms. These mechanisms did not seem to be understood completely, causing confusion in reporting processes. A thorough review of the processes ultimately used did prove appropriate.
  - c) Discussion of purchases vs. leasing had been questioned and a more extensive review was recommended.
     d) Because of FSC's financial growth it had been recommended that the corporate Line of Credit be raised to \$250K.
  - WK moved this be implemented; seconded by DW and approved by unanimous rollcall vote.
    e) EDJ had previously recommended that Education Benefits be extended to all Staff. Exec. Dir. currently is provided with \$5000/year for this purpose in current contract. Indications are that few employees take advantage of this
  - benefit, but it could be a benefit for acquiring and retaining valuable staff. WK moved that this be recommended to the Board, and it was seconded by DT, and approved unanimously by rollcall vote.
  - f) The Special Audit identified a long-standing problem with FSC's contract with its Exec Dirs. For a number of years FSC has provided a 6% contribution to the Director's individual retirement account. The organization however is limited to a 3% contribution. Therefore, FSC must reduce its contribution to this purpose by 3%. This reduction will mean a 3% reduction in overall income to the Executive Director. The maintain the bargained-for total income to the Director, FSC needs to increase the salary by the same 3%. There is no net fiscal impact to FSC for this change. It was decided by a consensus of the Committee to recommend inclusion of this change in the pending Contract with the Exec Dir, with notification to the entire Board.
  - g) Executive Director has been limited to an Interim Contract while the Special Audit has completed. No action on a final contract has been undertaken pending the outcome of this Audit, and consideration has been given to a similar review by the County of Nevada. Discussion indicated that with the significant level of contracts have already been awarded, FSC should give appropriate consideration to the County's concerns. It was indicated that the County may be able to meet on this topic before the September RSC Board meeting, but that FSC should also consider all of its needs. The Exec. Fin. Comm. Indicated that the final Contract be brought back to the full Board once again for discussion and action.
  - h) Vehicle storage fee payments to employees was another issue assessed in the Special Audit. A discussion of the Comm. focused on vehicle security concerns and the cost of contracted Commercial storage. Discussion recommended that storage for vehicles should not be put on W2 Forms, but be reported on 1099s. Staff was directed to develop a formal storage fee policy and bring it to the full Board for review and action. This action was moved by HW, seconded by WK and approved by unanimous rollcall vote.
  - In order to further strengthen FSC's financial controls, EDJ has recommended the development of a more robust Accounting Policy, including the implementation of the role of Controller. HW moved the question, which was seconded by WK and approved by unanimous rollcall vote.
  - j) Threshold for depreciation of assets -- EDJ recommended simplification FSC management of assets that the threshold for depreciation of assets be raised to \$5000. All smaller purchases would thus become expenses. This was moved by HW, seconded by WK and approved by unanimous rollcall vote.
  - k) EDJ presented an outline for an improved Accounting Policy as indicated above and indicated it would be available for Board review and implementation at the next Board meeting.

#### 5) CHAIRMAN UPDATE

- a) The Red Zone event has once again been postponed until June on 2022.
- b) DSAV training will likely be required twice a year.
- Discussion of the new FSC Bambee Human Resources software, and it use by the Board of Directors. c) Implementation as a tool for the Directors will be on the Agenda for September's Board Meeting.

#### 6) EXECUTIVE DIRECTOR OPERATION UPDATE

- a) Operations
  - i. CalFire Grant CalFire wants to start immediately \$4.9 M
  - ii. South County Fuel Break \$1.1 M has also been announced
  - iii. Outlined FSC response to this growth
  - Programs outlined staffing requirements for these and existing projects.
- c) Projects

b)

- i. DSAV's are continuing to come in even in heat and smoke
- ii. Chipping No grant from CalFire, need to develop alternative funding mechanisms
- iii. AFN press reports
- iv. Firewise getting about five new requests a week
- d) Ponderosa is now under audit with the County
- e) New contracts will require the purchase of at least three additional vehicles and another track chipper

#### 7) Adjourned to Closed Session

- Discuss an Inappropriate Behavior accusation. No action was taken.
- a) Discuss an Inappropriate Behavior accusation. No action was taken.
  b) Return to Open Session Moved by HW, seconded by DT, approved by unanimous voice vote.

#### 8) ADJOURN

a) Moved by HW, seconded by DT and approved by unanimous voice vote.



# **The ASPOA September 2021 Newsletter**

By Don Bessee

Last month we were hoping for the smoke to clear and then in quick succession we had the river fire roar up to the back side of Alta Sierra and get into Loadstar and some of our neighbors tragically lost their homes. Then the Caldor and then this week we had the extremally dangerous Bennet fire that is still not under control.

There were issues with the evacuations, while we had general compliance, we also saw how things like accidents could shut down our main evac route Hwy 49 which caused significant backups on feeder roads like Alta Sierra Drive.

We also had some problems with evacuation notices where some zones who were not evacuated to be notified to evacuate which poured more cars into the mix than was necessary. There is still an investigation into how that happened. I had calls with people as I was closely monitoring events for our Neighborhood Watch ASPOA page and had the main tabs open. When they told me they had been evacuated I said the Office of Emergency Service evacuation zone map did not show their zone as evacuated and in some cases not even warned yet. When we get the details, we will provide them to you.

Incredibly we again had a significant number of people call 911 inappropriately to ask questions like, I had a deputy drive by with the evacuation siren and I wanted to make sure I needed to evacuate or other non-emergency calls crashed the system. It was so bad they had to put it out on social media and the OES page to STOP IT! Call 211 or look to the OES evacuation dashboard. It is very disappointing that all the

VISA



PHOTO BY ELIAS FUNEZ

A barren wasteland is visible along Taylor Crossing Road near the Bear River after Wedneday's River Fire consumed thousands of acres of vegetation before heading toward the Nevada County community of Chicago Park.

fire education effort we still see the negative behavior that could contribute to real world tragedies such as a medical emergency that is unable to get to a 911 dispatcher.

Now we are bathed in toxic smoke every day from the Dixie, Caldor and Bennet fires. A Harvard study showed smoke particulates can make one more vulnerable to covid. So while it may be uncomfortable to curtail your regular activities the threat is very real. I changed my air filter after the River and it was very brown when it normally grayish in a regular change cycle. So keep the windows closed and change those filters and don't forget a lot of cars have cabin filters, you should check them too since they likely need changing. Driving up for an appointment in the Brunswick area I watched the dark smoke cloud rise up from the start of the Bennet fire and was shocked at how fast it blew up and expanded. It was a miracle that no homes were lost. There is one common

denominator in these amazingly heroic fights to save our neighborhoods and that's our amazing First Responders many of whom had been rotating to the Dixie fire and were already fatigued.

No words can adequately express our gratitude and love for our First Responders and their superhuman toils in horrendous conditions and high heat. Please consider dropping an email or a note to your First Responders because they deserve to know how much we care. Please don't bring home cooked items because of the covid rules.

The preliminary audit of the Fire Safe Council of Nevada County is out and it could reasonably be summed up as growing pains. Remember not that long ago it had 1 employee and a handful of volunteers. Now it has over 30 full time employees and many more volunteers and they now administer an exponentially greater amount of money to the benefit of all our neighborhoods. The Fire Safe Council has adopted all of the

recommendations to improve processes.

That being said it is extremely important to get back on track and move forward with the grants in the pipeline with all haste in this already historic fire season.

We call on the County to get moving now and to start with the grant for elderly fixed income and disabled to get their parcels fire safe. There are hundreds of parcels on the list. We have waited years for something like this to address this doughnut hole in our fire efforts.

This fire season has just begun and these parcels pose

a threat to their neighbors and we can not be mad at a disabled widow lady on a fixed income who can not possibly deal with clearing their parcel.

Tell your supervisors to support an immediate continuation with grants and that one in particular, it could save your neighborhood. EVERYONE HAVE A SAFE

AND FUN LABOR DAY!

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# **District II Government Update** September 2021

By Supervisor Ed Scofield



ne of the primary responsibilities of a County Supervisor is to listen to their constit-

uents. The area where we hear the public most is during the Public Comment portion of our regular Board of Supervisors meeting. This is an extremely important part of our government process. I know when presentations are being made, three minutes goes very quickly and often the speaker feels that they have not been heard. We listen. More than once my vote has been swayed through comments I've heard during this period. For the past year and longer, our public comment section of the meeting has been dominated by COVID related topics, "No Vaccines, No Masks, No COVID, Fire our Public Health staff." I listen, it's my responsibility, but I

don't have to agree. That's my responsibility also.

Recently, many comments have been received calling for the resignation of our Public Health Officer Scott Kellermann. Nevada County is extremely fortunate to have Dr. Kellerman in his current role. As a physician for many years in our County, he is well aware of our local needs. He's worked closely with those with drug and alcohol issues and is always available for those needing comforting consultations. An example being during the first night of the River Fire Dr. Kellerman was at the Bear River shelter until early morning hours. I asked why the Public Health Officer felt the need to be at the shelter, and he replied, "They needed a nurse."

Dr. Kellermann brings to the position a medical degree from Tulane University School of Medicine with a Master's in Public Health and a Master's in tropical disease. He was an intern at USC/LA County Hospital and a Family Practice resident at UCLA. Currently, Dr. Kellermann is an adjunct professor at the University of San Francisco and an assistant clinical professor at California Northstate University College of Medicine in Elk Grove, California. He is a Senior Consultant for the Centers for Research in Emerging Infectious Diseases (CREID), through the National Institute of Health and UC Davis. CREID research will attempt to identify novel viruses and prevent future pandemics. Add to this his efforts as Humanitarian, when he and his wife Carol, founded the **Bwindi Community Hospital** and Nursing School in Uganda. His experiences in Uganda with viruses such as EBOLA

makes him incredibly valuable during these times anywhere in the world.

When I'm asked a question regarding COVID, I don't have that knowledge. So where do I go for advice, Dr. Kellermann or a link that's someone has found on the internet? I think you know my choice.

Personally, I think of Dr. Kellermann as a friend. His goal beyond taming COVID is bringing together our sadly divided community. He is a compassionate person who would never condone bringing harm or shooting someone who refused to wear a mask. For that matter, I can't envision anyone that's part of our County organization that would even think that could be an acceptable option. It's the opposite of who we are.

To Dr. Kellerman, I offer my gratitude and my full support.



# Give your home the protection it deserves.

Your home is where you make some of your best memories, and that's worth protecting. I'm here to help. LET'S TALK TODAY.

# **Renters Insurance** CALL ME!

This single-story 1679 3 bed 2 bath Lakefront home with one of the few flat lots with GORGEOUS lake views, Brand new boat dock and boat lift just installed, almost every room has beautiful lake views, You can picture this house as 1976 VINTAGE SHEIK ORIGINAL the only thing missing is the avocado green countertops, Master bedroom, living room, family room and kitchen all have views.

MLS# 221088729 \$999.000

EDGAR GOSALVEZ REALTOR® LIC.: 01375400





This 1650 Sq Ft 3 bed 3 bath home offers Peak a boo lake views from the front deck, Kitchen, dining & living rooms. Plus a Sunroom to enjoy year round. All stainless steel appliances including refrigerator & New fireplace. New Vinyl Milgard windows with new coverings, 50 year cool roof, generator hookup & Lots of parking & storage. MLS# 221097613 \$549,000



filtered lake views. Single story with flat concrete driveway.

Open floor plan with great room leading out to two newer

decks, one on the side of the home off the kitchen and the

other full width of the back of the home to enjoy the gold

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Fantastic Estate property in 3 separate parcels located in a million-dollar neighborhood! Exceptional building site from the top large parcel has breathtaking views over the valley and dynamic sunsets. Used as an original cattle ranch, there are multiple barns and outbuildings that can be brought to multiple uses! NID canal with 2.5 miners inches. Build your dream ranch!! MLS# 221097750 \$599,000



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**NEVADA COUNTY** 

# **Mike Bratton State Farm Insurance** 530 273-0521 or 913-4012

mike@mikebrattonagency.com

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# Memo

- To: FSCNC Board of Directors
- From: James Delcour
- Cc: Jaimie Jones
- Date: September 22, 2021

#### Re: Status of financial reporting to the FSCNC Board of Directors

At the August 26, 2021, meeting the June 30<sup>th</sup> financials were presented and reported to the Board of Directors earlier than normal. It is our practice to have the financials reviewed by the Executive/Finance Committee at their first meeting 45 days after the close of the month being reported. After which the Treasurer reports the financials at the next Board meeting. Since the June financials were expedited and reported early and the Executive/Finance Committee met inside of 45 days from the end of July there are no financials to be reported at this meeting. The July financials will be reported at the next Executive/Finance Committee and the normal schedule will be followed thereafter.

# **FSCNC** Proposed Vehicle and Equipment Purchase

<u>Vehicles</u>	Approximate Cost
Truck 1	\$75,000
Truck 2	\$75,000
Truck 3	\$75,000
Truck 4	\$75,000
Equipment	\$100,000
Tracked Chipper	<b>\$400,000</b>

# **FSCNC Existing Vehicle and Equipment**

2019 Chevy Silverado 1500 2019 Dodge Ram 3500 2019 Dodge Ram 3500 2019 Dodge Ram 5500 2012 Ford F-350

2019 Bandit Tracked Chipper 2018 Vermeer Chipper 2019 Vermeer Chipper

# Fire Safe Council of Nevada County, Inc. Executive Director Employment Contract

July 1, 2021 to June 30, 2024

This Interim Executive Director Employment Agreement ("Agreement") is made and entered into by and between the Fire Safe Council of Nevada County, Inc. (hereinafter "Employer") and Jamie Jones (hereinafter "Executive" (collectively the "Parties".) It is entered into on the date below but is intended to effective as of the 1st day of July, 2021. (the "Effective Date") It is intended to remain in effect on a month-by-month basis until replaced by a regular contract or otherwise. The Parties have mutually agreed to enter into this Agreement setting forth the terms and conditions of that employment relationship, and to use best efforts to adhere to all applicable laws concerning this agreement.

#### 1. DIRECTION AND CONTROL

The Executive shall be subject to the direction of the Board of Directors of Employer ("Board of Directors" or "Board") and the Board Executive Committee between Board meetings. The Executive shall keep the Board and Executive Committee apprised of all significant actions and events affecting Employer and regularly report to the Board of Directors and Board committees at such times as the Board of Directors may direct.

#### 2. POSITION, DUTIES AND RESPONSIBILITIES

The Executive shall discharge the customary duties of the Chief Executive Officer of Employer including: managing the day-to-day operations of Employer, hiring and firing of employees, maintenance and growth of sufficient financial resources to insure the continued viability of Employer, and its operations, , safeguarding Employer resources, and other duties as set forth in the Job Description for the position attached as Exhibit A hereto and any and all such other duties as may be requested by the Board of Directors.

Executive is considered an exempt employee of Employer. The parties recognize that the nature of the job requires that Executive hours be flexible and certain times of the year will require more than an eight-hour day or a forty-hour week.

#### 3. TERM

This agreement shall continue in effect on a month-to-month basis until terminated. f by either party as provided in Section 11 below. Except for those provisions that extend beyond termination, this Agreement shall terminate upon termination of Employee's employment. This Agreement may be renegotiated from time to time and only amended in writing signed by the parties. No liability shall arise from either party's exercise of their right to terminate and/or not renew this Agreement, except as provided in Section 11.

#### 4. RELATION TO EMPLOYER PERSONNEL MANUAL

Except as provided in this agreement, the terms, conditions and benefits included in Employer's Personnel Manual applicable to employees of Employer are incorporated in this Agreement. In the event of a conflict in this Agreement with any term, condition and benefit included in Employer's Personnel Manual, the terms, conditions and benefits set forth in this Agreement shall govern.

#### 5. CONFLICT OF INTEREST

The Executive shall not directly or indirectly render any service of a business, commercial or professional nature to any other person, firm or corporation, whether for compensation or otherwise, that would conflict with the performance of Executive's duties hereunder. Executive may pursue professional activities which do not conflict with the business of Employer and do not detract from her best efforts on behalf of Employer. Any decisions by Executive that affect the compensation or working conditions of immediate family members of Executive, shall require prior approval of the Executive Committee and a written record of such approval maintained.

#### 6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- (a) Executive acknowledges that she will have access to and be required to work with intellectual property and/or confidential information relating to Employer and its activities during her employment. Executive shall not appropriate, divulge or use any such information except to perform her duties and to further the interests of Employer.
- (b) Executive acknowledges that all notes and memoranda containing any trade secrets/intellectual property or proprietary information of Employer shall be the property of Employer and shall be surrendered by Executive to Employer at the request of Employer's Board of Directors anytime during or after her employment with Employer.
- (c) The provisions of this section shall continue indefinitely. Consistent with the provisions in the Arbitration Agreement below, Employer expressly reserves and retains all legal rights and remedies it may have to enforce this provision by judicial proceedings or otherwise to prevent the appropriation or disclosure of confidential information and/or to seek damages and other relief including injunctive and other equitable relief.
- (d) Executive acknowledges that her duties place her in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of Employer and not generally known to the public or competitors. Such proprietary information includes, without limitation, product and service information, personnel information and financial information, provided that Executive's own personnel information is not confidential and nothing in this Agreement shall be construed to prevent Executive from disclosing her own wages, hours, or other terms and conditions of employment. Executive shall not, either during her employment with Employer or any time in the future, directly or indirectly:
- (1) disclose or furnish to any other person, firm, agency, corporation, business, or enterprise, any confidential information acquired during your employment;

- (2) individually or in conjunction with any other person, firm, agency, corporation, business, or enterprise employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;
- (3) without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Executive's duties;
- (4) after separation from employment with Employer use, disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, business, or enterprise Employer's confidential and proprietary information.
- (e) Upon termination of employment, employees are required to immediately return to Employer all property of Employer in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

#### 7. PLACE OF EMPLOYMENT

Executive shall perform her primary duties under this Agreement at the offices of Fire Safe Council of Nevada County, Inc., Inc. in Nevada County, California. Executive may be required to travel to perform her duties, and in that event, shall work temporarily in any place which may be necessary for the proper performance and expertise of her duties and powers.

#### 8. COMPENSATION

Employer shall initially compensate Executive \$140,000 annually as salary and, if the contract continues, with acceptable performance increase of five percent (5%) on July 1, 2022 and July 1, 2023. Executive's salary shall be payable bimonthly in substantially equal installments in accordance with Employer's payroll practices. The Board may adjust the salary, and grant bonuses as it deems appropriate in its discretion from time to time thereafter by passage of a formal motion recorded in the Board meeting minutes.

#### 9. BENEFITS

Employer shall provide Executive all of the benefits set forth in Employer's Personnel Manual except as modified below:

(a) <u>Vacation</u>. Executive shall accrue 20 days at the start of the fiscal year through the term of this agreement. Such vacation may be taken at times mutually agreed upon between Executive and the Executive Committee. Executive may accrue paid vacation to a maximum of 45 days at which point the accrual ceases until the accrual falls below the maximum cap. Once in each 12-month period, Executive may request and receive a cash payment in lieu of vacation for up to 10 days of accrued paid vacation.

(b) <u>Sick Leave and Holidays</u>. As per Personnel Manual.

(c) <u>Professional Meetings</u>. As part of her responsibilities and base salary, Executive shall be permitted to be absent from Employer's facilities during working days to attend professional meetings and such other outside professional activities as have been mutually agreed upon between Executive and Employer.

(d) <u>Expenses</u>. Employer shall reimburse Executive for all reasonable travel, accommodation and entertainment expenses incurred in connection with performing her duties (except automobile expense, which is addressed below), including to attend approved professional meetings; provided, however, that such reimbursement is subject to limitations set and approved by the Executive Committee.

(e) <u>Association Dues</u>. Employer may pay dues to professional associations and societies and to such service organizations and clubs of which Executive is a member for the benefit of Employer, if approved in advance by the Executive Committee and recorded in the minutes.

(f) <u>Medical, Dental Vision and Supplemental Coverage Insurance</u>. Employer agrees to pay 100% of these coverages, including additional coverage of benefits for Employee's eligible dependents. Said health-related benefits shall be categorized as "Employer Paid Health Benefits" on the annual W-2 wage statement, but Employee understands that such payment may be treated as additional taxable income.

(g) <u>Vehicle</u>. Executive shall either receive an Employer vehicle for her business use or be reimbursed for use of her personal vehicle. If supplied with an Employer vehicle, Executive may use it for reasonable personal use.

- (1) If a vehicle is provided, Employer shall be responsible for all maintenance and insurance, and for fuel used for business related purposes.
- (2) If Executive uses her personal vehicle, she shall be reimbursed for mileage at the IRS approved rate. In such case, Executive shall submit mileage for reimbursement monthly. Executive shall maintain vehicle insurance with minimum limits of \$300,000 of liability per occurrence, which coverage shall be primary in the event of a claim.

(h) <u>Pension Contribution</u>. Consistent with eligibility requirements and applicable retirement plan documents, Employer shall annually contribute to Employer's SIMPLE IRA, for Executive's benefit, a sum equal to and consistent with the retirement contribution made on behalf of other similarly situated employees.

(i) <u>Mobile Phone</u>. Employer shall reimburse Executive for mobile phone use in the amount of \$100 per month, to be paid monthly. Said benefits shall be categorized as "Employer Paid Mobile Phone Benefits" on the annual W-2 wage statement.

(j) <u>Payment on Death</u>. If Executive dies while still employed by Employer, Employer shall pay to Executive's estate all compensation and benefits due Executive at the time of her death, less standard deductions and withholdings, and Employer shall have no obligation to make any other payment, including severance or other compensation, of any kind to Executive's estate.

(k) <u>Education and Training</u>. Employer shall offer tuition reimbursement for Undergraduate programs up to \$5,250 and up to \$8,000 for Graduate programs, including reimbursement for required textbooks.

#### **10. PERFORMANCE EVALUATION**

The Board of Directors shall complete a review of Executive's performance at least annually. The Executive Committee or Personnel Committee if active, shall meet with Executive to discuss Executive's performance and prepare a proposed evaluation for consideration by the Board. Executive understands that such evaluation process may also include confidential conversations with other staff and stakeholders to insure a comprehensive basis for the evaluation. The evaluation shall be one of the considerations for determining whether to adjust Executive's salary.

#### **11. TERMINATION**

(a) <u>Employment At-Will</u>. Notwithstanding anything in this Agreement, Executive understands and acknowledges that as an officer of Employer she serves at the direction and pleasure of Employer's Board of Directors. <u>As such she is an "at-will" employee who may be</u> terminated by Employer's Board of Directors at any time, with or without cause.

(b) End of Term. If not earlier terminated, Executive's employment will end at the end of the term unless the Agreement is renewed. The Board of Directors will notify Executive in writing whether it intends to renew the Agreement no later than ninety (90) days prior to the termination of this Agreement. It shall be the responsibility of Executive to insure the item is timely agendized on the Executive Committee and Board agendas such that they can make a decision before the notice deadline. After the matter is duly agendized, failure of the Board of Directors to make a decision and timely notify Executive of non-renewal will automatically extend the Agreement until 90 days after a decision has been made. Any extension of the term of employment shall be in the form of an amendment to this Agreement or a new Agreement incorporating the terms of this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by both parties.

(c) <u>Early Termination by Board Without Cause</u>. The Board may terminate Executive's employment at any time without cause. Unless termination is "for cause", Executive shall be entitled to 30-day's notice and two month's base salary, for that period as severance pay. The Board may choose to shorten notice, but shall still pay the three months' compensation. Upon separation, Executive shall immediately be paid any amounts legally due to Executive in accordance with law, and upon execution of a severance agreement prepared by Employer, Executive shall be paid the severance payments. Upon Executive accepting the full severance benefits or payments described herein, and to the extent not prohibited by law, Executive shall be deemed to have voluntary released and forever discharged Employer and its officers, directors, employees, agents, successors and assigns from any and all claims arising out of or related to Executive's employment, including without limitation any rights, claims and interests set forth in this Agreement.

(d) <u>Termination for Cause</u>. The Board of Directors may immediately terminate the Executive for cause (defined below) without any obligation to pay severance to Executive. In the event Executive is terminated for cause, the Chairman of the Board shall notify Executive in writing of the grounds for her termination for cause and provide Executive with a reasonable opportunity to rebut the grounds before the Board of Directors in closed session within thirty (30) days after the date of termination. Failure by Executive to request such a rebuttal hearing in writing within five (5) days of the notice of termination for cause being sent to Executive shall bar any further action by Executive challenging such termination for cause. If the Board determines to rescind its decision to terminate Executive for cause after such hearing, at its sole and absolute discretion it may reinstate the Executive with back pay of all salary and benefits accrued to and after the time of termination to the time of Executive's reinstatement, or may change the basis for termination

of Executive's employment to "without cause" and provide severance benefits applicable to termination without cause set forth below, which Executive agrees to accept in such instance.

- (e) <u>Cause Grounds</u>. [Omitted for Interim Contract] As used herein, "for cause" means:
- (1) Dishonesty, embezzlement, fraud, criminal act (other than an infraction), sexual harassment, serious ethical violation, incompetence;
- (2) Failure to follow Employer's policies or direction from the Board of Directors, any act of disloyalty, or violation of any obligation in this Agreement or the provisions of the personnel manual after written notice of said breach and failure to cure the breach to the satisfaction of the Board of Directors within ten (10) days;
- (3) Executive's failure to give timely notice of her election to terminate her employment and/or failure by Executive to work for a 30 day period after notice of termination as required below.;
- (4) Conviction of a felony, or conviction of a misdemeanor that creates a conflict of interest or otherwise interferes with the Executive's ability to perform her duties and responsibilities as an executive of Employer;
- (5) Excessive or addictive use of alcohol or the illegal use of controlled substances for nonmedically prescribed purposes, including intoxication or drug abuse at the workplace;
- (6) Executive's death;
- (7) Termination of the employment relationship after Executive has tendered her resignation of employment.
- (f) <u>No Severance Payments</u>. Executive shall not be entitled to any severance pay or benefits in the event her employment is terminated other than those required by law.

(g) <u>Required Vote for Termination</u>. Termination of Executive's employment or a decision not to renew shall require a majority vote of the full Board of Directors at a duly noticed and agendized meeting. Termination shall become effective upon written notice to Executive or at such later time as may be specified in said notice.

(h) <u>Resignation by Executive</u>. Should Executive at her discretion elect to voluntarily resign her employment and terminate this Agreement, she shall give the Chairman of the Board at least thirty (30) days' advance written notice. At the end of the thirty (30) day period, all rights, duties and obligations of Employer and Executive set forth in this Agreement shall cease, this Agreement shall terminate, and Executive will not be entitled to any severance payment or benefits. The Board may waive all or part of the 30 day work period requirement at its discretion.

(i) <u>Key Employee Designation</u>. Executive understands and acknowledges that her position is a key position in that she is a salaried employee who is one of the highest paid 10% of all employees within 75 miles of her worksite. If Executive requests a leave of absence in accordance with the Family Medical Leave Act, California Family Rights Act, or other similar legislation, Employer may designate Executive as a key employee and limit any reinstatement rights of Executive and any reinstatement obligations it may have consistent with applicable law. <u>The parties agree, however, that she will be assured at least 45 days of leave in a 12 month</u> <u>period if requested</u>.

#### **12. INDEMNIFICATION**

Employer agrees to indemnify, defend and hold Executive harmless for any claims or liability to third parties arising out of Executive's acts reasonably taken within the course and scope of her employment and to maintain general liability and officer's and director's insurance to cover such acts.

Executive agrees to indemnify, defend and hold Employer and its employees and agents harmless for any claims or liability arising out of Executive's gross negligence or willful, wrongful acts.

#### 13. MEDIATION\ARBITRATION AGREEMENT

#### READ THIS PROVISION CAREFULLY BEFORE YOU SIGN IT.

To resolve employment disputes in an efficient and cost-effective manner, Executive and Employer agree that any and all claims arising out of or related to the employment relationship or this Agreement that could be filed in a court of law, including but not limited to, claims of unlawful harassment or discrimination, wrongful demotion, defamation, wrongful discharge, breach of contract, invasion of privacy, or class action shall be submitted to mediation, and, if necessary, to final and binding arbitration, and not to any other forum.

(a) <u>Mediation</u>. Any controversy between the Parties involving the construction, application, or performance of any of the terms, provisions, or conditions of this Agreement or the employment relationship shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all Parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the Parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or arbitration.

(b) <u>Arbitration</u>. If the mediation is unsuccessful, either party may initiate the arbitration process by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in court. A late request will be void. No claim should be submitted to arbitration without first attempting to resolve the matter informally and exhausting Employer internal and mediation procedures noted above.

- (c) If the Parties are unable to agree upon a neutral arbitrator, they will obtain a list of arbitrators from a neutral dispute resolution service, and strike names alternatively until one arbitrator remains.
- (d) The arbitrator shall conduct the arbitration in accordance with the procedures set forth in the most recent version of the National Rules for the Resolution of Employment Disputes of the American Arbitration Association, except to the extent that any such rule or procedure would invalidate the enforceability of this Agreement, and to the extent that administration of the arbitration by American Arbitration Association is required.
- (e) Regardless of the outcome, Employer shall pay all the costs that are unique to the arbitration forum, namely the arbitrator's fee.



- (f) The arbitrator shall determine the prevailing party in the arbitration. Costs and attorneys' fees shall be awarded to the prevailing party in accordance with the same legal standards that would apply had the action been filed in court.
- (g) The arbitrator shall have the authority to order any legal or equitable remedy that would be available in a civil or administrative action on the claim. The arbitrator shall prepare a written decision that includes the essential findings and conclusions upon which the award is based.
- (h) This arbitration shall be the exclusive means of resolving any claim arising out of the employment relationship or this Agreement, and no action will be filed in any court or other forum. However, nothing in this provision will affect National Labor Relations Board, Workers' Compensation Appeals Board, Unemployment Insurance Appeals Board, Department of Fair Employment and Housing or Equal Employment Opportunity Commission proceedings, petitions for judicial review of a decision issued after an administrative hearing or the ability of either party to seek injunctive relief in an appropriate court of law.

# THIS ARBITRATION AGREEMENT IS A WAIVER OF ALL YOUR RIGHTS TO A CIVIL JURY TRIAL OR PARTICIPATION IN A CIVIL CLASS ACTION LAWSUIT FOR CLAIMS ARISING OUT OF YOUR EMPLOYMENT.

<b>Employer:</b>		<b>Executive:</b>		
	[Initials]		[Initials]	
Date:		Date:		

- (i) <u>Attorneys' Fees</u>. Subject to the foregoing requirement regarding mediation of a dispute, the prevailing party in an arbitration or court proceeding shall be entitled, in addition to such other relief as may be granted, their costs and reasonable attorneys' fees as determined by the Arbitrator in any arbitration, a Court in any litigation, or in a separate action brought for that purpose.
- (j) <u>Jurisdiction</u>. It is agreed by the Parties hereto that, unless otherwise expressly waived by them, any action brought to interpret or enforce any of the provisions hereof shall be filed and remain in a Court of competent jurisdiction in Nevada County, State of California. Any arbitration shall occur in Nevada County unless otherwise agreed.

#### **14. GENERAL TERMS**

- (a) <u>Supersede Prior Employment Agreement</u>. The Parties agree that this Agreement replaces Executive's prior employment agreement(s) with Employer and its predecessor.
- (b) <u>Advice of Counsel</u>. Executive represents that she has been advised to have independent counsel review this Agreement and that counsel for Employer is not providing and has not provided her with any advice with regard to any portion of this Agreement.
- (c) <u>Joint Drafting</u>. This Agreement has been prepared by both of the Parties and their respective attorneys and as such this Agreement shall not be construed against any of the Parties but

shall be construed as if prepared collectively by the Parties. The Parties expressly waive the provisions of California Civil Code Section 1654.

- (d) <u>Amendment</u>. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be valid or effective it shall have been reduced to writing and signed by Employer's Chairman of the Board and the Executive.
- (e) <u>Severability</u>. The invalidity or unenforceability of any particular provision of this contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.
- (f) <u>Heirs and Successors</u>. This Agreement shall be binding upon the Parties and their respective successors, assigns, heirs, and beneficiaries.
- (g) <u>Notices</u>. Any notices to be given by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to Employer as follows:

Fire Safe Council of Nevada County, Inc., Inc., Attention Chairman of the Board, P.O. Box 1112 Grass Valley, California 95945;

Jamie Jones [Insert Mailing Address]

Each party may change its or her address for notice by serving written notice on the other party in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated two business days after the date of mailing.

- (h) <u>Effect of Waiver</u>. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- (i) <u>Authority</u>. The Parties warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.
- (j) <u>Assignment Prohibited</u>. None of the Parties may assign any right or obligation contained in or arising from this Agreement without the prior written consent of both Parties.
- (k) <u>Governing Law</u>. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.
- (1) <u>Counterparts</u>. This Agreement may be executed in counterparts, which counterparts when taken together shall constitute the whole of the Agreement.



(m)Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the employment of Executive by Employer and contains all of the covenants and agreements between the Parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party (including Employer's attorneys), which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

EMPLOYER:

FIRE SAFE COUNCIL OF NEVADA COUNTY, INC., INC.

As authorized by the Board of Directors on \_\_\_\_\_, 2018

By:

Chairman of the Board

EXECUTIVE:

Jamie Jones

#### Fire Safe Council of Nevada County Schedule of Storage Fees (Vehicles & Equipment)

It is the policy of FSCNC to pay employees a storage fee when circumstances require storage of vehicles and/or equipment on personal property. The following schedule will be used when a vehicle and/or equipment is stored for 10 days or more during any given month.

Vehicle Rates		Equipment	
Car	\$ 65.00	10-15 feet	\$ 65.00
Truck	\$ 75.00	16-20 feet	\$ 85.00
		20-25 feet	\$ 110.00



#### FIRE SAFE COUNCIL OF NEVADA COUNTY JOB DESCRIPTION

#### Controller

Wildfire is an ever-present danger in California. It can feel like the problem is too big to address on our own, but there is a way you can help. Join our team at Fire Safe Council of Nevada County and know that your work has meaning. We are a non-profit, volunteer run organization dedicated to making Nevada County safer from catastrophic wildfire through fire safety projects and public education. We collaborate with many other Agencies and non-profits so that together, we can all make a difference. We work daily in the mindset that our combined strength and effectiveness lies within those collaborations.

We are looking for energetic people to help us change the world with optimism and a passion for meeting the challenges of keeping a community fire safe in Northern California. We offer Full time positions with benefits and growth opportunities. Beyond that, we provide the additional benefit of working with other great people, from every background, to build a stronger and safer community. We know the unique experiences of all our employees drive our success and people do their best work when they feel like they can be themselves.

If you share these values, we want to meet you and learn how you might contribute to our team.

Controller Job Responsibilities:

- Maximizes return on financial assets by establishing financial policies, procedures, controls, and reporting systems.
- Guides financial decisions by establishing, monitoring, and enforcing policies and procedures.
- Protects assets by establishing, monitoring, and enforcing internal controls.
- Monitors and confirms financial condition by conducting audits and providing information to external auditors.
- Maximizes return and limits risk on cash by minimizing bank balances and making investments.
- Prepares budgets by establishing schedules; collecting, analyzing, and consolidating financial data; recommending plans.
- Achieves budget objectives by scheduling expenditures; analyzing variances; initiating corrective actions.
- Provides status of financial condition by collecting, interpreting, and reporting financial data.
- Prepares special reports by collecting, analyzing, and summarizing information and trends.
- Complies with federal, state, and local legal requirements by studying existing and new legislation, anticipating future legislation, enforcing adherence to requirements, filing financial reports, and advising management on needed actions.
- Ensures operation of equipment by establishing preventive maintenance requirements and service contracts, maintaining equipment inventories, and evaluating new equipment and techniques.
- Completes operational requirements by scheduling and assigning employees, following up on work results.
- Maintains financial staff by recruiting, selecting, orienting, and training employees.

- Maintains financial staff job results by coaching, counseling, and disciplining employees, planning, monitoring, and appraising job results.
- Protects operations by keeping financial information and plans confidential.

This is a full-time, salaried position. Benefits include medical; dental; vision; supplemental insurance; paid time off; health club membership; retirement.

Controller Qualifications / Skills:

- Managing processes
- Financial software
- Developing standards
- Auditing, accounting, and corporate finance
- Tracking budget expenses
- Financial skills
- Analyzing information
- Developing budgets
- Performance management

Education, Experience, Licensing Requirements, Preferred Qualifications:

- Bachelor's degree in accounting or finance
- Minimum 5-10 years' experience in accounting/finance
- Working knowledge of finance law and regulatory standards (GAAP)
- Experience in non-profit administration
- Strong understanding of economic and banking processes
- Working knowledge of federal, state, and local tax compliance regulations and reporting
- Experience with financial reporting requirements

Please submit all resumes and applications through indeed.com.



Accounting Policies and Procedures Manual

# DRAFT I. Introduction

The purpose of this manual is to describe all accounting policies and procedures currently in use at Fire Safe Council of Nevada County (FSCNC) and to ensure that the financial statements conform to generally accepted accounting principles; assets are safeguarded; guidelines of grantors and donors are complied with; and finances are managed with accuracy, efficiency, and transparency.

All FSCNC's staff with a role in management of fiscal and accounting operations are expected to comply with the policies and procedures in this manual.

These policies will be reviewed annually and revised as needed by the staff and approved by the Executive Director and Finance Committee of the Board of Directors.

# II. Division of Responsibilities

The following is a list of personnel who have fiscal and accounting responsibilities:

#### **Board of Directors**

- 1. Reviews and approves the annual budget as provided by the Executive Committee by July 1<sup>st</sup>.
- 2. Reviews and approves annual and monthly financial statements and information as provided by the Executive/Finance Committee.
- 3. Reviews and approves Executive Director's performance annually and establishes the compensation.
- 4. Reviews and approves all non-budgeted, non-grant/non-project related contracts in excess \$100,000.
- 5. Reviews and advises staff on internal controls and accounting policies and procedures.
- 6. Chooses and contracts with the auditor.
- 7. Reviews and approves audit recommendations as reported by Executive/Finance Committee.

#### Executive/Finance Committee of Board of Directors

- 1. Treasurer and additional member appointed as authorized signers on all bank accounts.
- 2. Reviews Treasurer finance reports as provided by Treasurer and reports to the Board of Directors for approval.
- 3. Reviews annual budget prepared by Executive Director and reports for Board of Directors for approval.

- 4. Reviews, approves and provides 2<sup>nd</sup> signature for all non-grant related, nonbudgeted expenditures over \$2,500.
- 5. Selects auditor for approval by the entire Board of Directors.
- 6. Resolves audit findings in a timely and appropriate manner and reports to the Board of Directors.

#### Treasurer

- 1. Authorized signer on all bank accounts.
- 2. Reviews annual and monthly financial statements and information and reports to Executive Committee of Board of Directors.
- 3. Monthly reviews bank statements and credit card statements and reports to Executive Committee of Board of Directors.
- 4. Signs all checks payable to Executive Director.

#### **Executive Director**

- 1. Reviews and approves all financial reports including cash flow projections.
- 2. Sees that an appropriate budget is developed annually.
- 3. Reviews and signs all issued checks.
- 4. Reviews and approves all grant related contracts and all non-grant related contracts \$100,000 or less.
- 5. Reviews and approves all grant submissions.
- 6. Approves inter-account bank transfers.
- 7. Is on-site signatory for all bank accounts.
- 8. Opens all bank statements, reviews for irregularities, and reviews completed bank reconciliations.
- 9. Overseas the adherence to all internal controls.
- 10. Prepares all board packages.
- 11. Approves all general ledger journal entries.
- 12. Hires new employees, approves salaries of all employees and signs Employment Information forms prior to pay changes being made.

#### Controller

- 1. Approves all program expenses.
- 2. Monitor project budgets.
- 3. Reviews all payrolls and is responsible for maintaining all personnel files.
- 4. Reviews and manages cash flow.
- 5. Reviews and approves all reimbursements and fund requests.
- 6. Processes all inter-account bank transfers.
- 7. Assists Executive Director with development of annual and program budgets.
- 8. Reviews all incoming and outgoing invoices.

- 9. Manages collection of cash receipts.
- 10. Monitors and manages all expenses to ensure most effective use of assets.
- 11. Monitors grant reporting and appropriate release of temporarily restricted assets.
- 12. Oversees expense allocations.
- 13. Monitors and makes recommendations for asset retirement and replacement.
- 14. Maintains a trackable asset list and audits periodically.
- 15. Reviews, revises, and maintains internal controls and procedures.
- 16. Reviews all financial reports.
- 17. Makes all general ledger journal entries upon approval by Executive Director.
- 18. Reconciles accounts as necessary.
- 19. Assists Executive Director with board packages.
- 20. Assists Field Supervisor tracking grant deliverables and reporting schedules.
- 21. Maintains proper documentation for Single Audits and ensures compliance with all grant requirements.
- 22. Reviews in-kind donations spreadsheet monthly.

#### Accounting Technician

- 1. Overall responsibility for data entry into accounting system and integrity of accounting system data (excluding general ledger journal entries.)
- 2. Processes invoices and prepares checks for signatures.
- 3. Prepares and maintains grant reports.
- 4. Makes bank deposits.
- 5. Processes payroll.
- 6. Prepares monthly and year-end financial reports.
- 7. Reconciles all bank accounts.
- 8. Manages Accounts Receivables.

#### Administrative Assistant

- 1. Receives and opens all incoming accounting department mail except bank statements which are delivered to Executive Director unopened.
- 2. Initiates donor thank you letters.
- 3. Receives and documents all cash receipts.
- 4. Mails vendor checks.
- 5. Records in spreadsheet all qualifying volunteer hours as in-kind donations and provides to Controller for review.

# III. Chart of Accounts and General Ledger

FSCNC has designated a Chart of Accounts specific to its operational needs of its financial statements. The Chart of Accounts is structured so financial statements can be shown by natural classification (expense type) as well as by functional classification (program expenses vs. fundraising vs. administration). The Controller is responsible for maintaining the Chart of Accounts and revising as necessary. The Chart of Accounts is attached to this manual as an addendum.

The general ledger is automated and maintained using QuickBooks Online (QBO). All routine input and balancing is the responsibility of the Accounting Technician with final approval by the Controller. Journal entries will be proposed by the Controller to Executive Director for approval and entered by Accounting Technician.

The Controller should review the general ledger monthly for any unusual transactions.

# IV. Cash Receipts

Cash receipts generally arise from contracts and grants, donor contributions, purchases of memberships and reflective signs, and fundraising activities.

The principal steps in the cash receipts process are:

The Administrative Assistant receives incoming mail, opens, date stamps, and distributes accordingly. All checks are entered into a log, stamped "For Deposit Only," and makes two copies of each check. Checks and any cash received are given to the Controller to be locked in cabinet.

The Administrative Assistant assists walk-in customers with purchasing memberships and reflective signs. Customers are given a receipt for all in-person purchases. Carbon copies of receipts are kept by the Administrative Assistant for later review. Checks and cash from in-person purchases are handled the same as if received in the mail (see above.)

Weekly (or more often if necessary), the Controller submits the endorsed checks to the Accounting Technician with the proper account for deposit added to the endorsement. The Accounting Technician uses the logbook to verify the checks and then processes the deposit and takes it to the bank for deposit. A copy of the deposit slip is attached to the deposit and copies of the checks. The deposits are put in a file to attach to the bank statements. The deposit logbook is returned to the Administrative Assistant.

### V. Defensible Space Clearing Service (DSCC) and Chipping Invoicing

When a customer requests a DSCS service a field operations employee completes a site visit and issues a quote using Jobber. The quote is emailed to the customer who can accept the offer via a link in the email. When an offer is accepted the Field Operations Supervisor is notified by Jobber and they convert the quote to a job in Jobber. Flat fees are charged for chipping services and are created as a job in Jobber by the Field Operations Supervisor upon request of service by a customer.

When field crew completes DSCS or chipping work they generate an invoice in Jobber while still at the work site. Jobber generates an email and sends to customer who can pay using credit card via Jobber, mailing a check or paying in person at FSCNC office. When credit cards are used Jobber batches the payments periodically and deposits directly into designated bank account as an E-Commerce Transaction (see below.) Checks are processed as described in Section IV, Cash Receipts (see above.) During the bank deposit procedure, the Accounting Technician enters the payment in QBO which triggers Jobber to mark the job as paid.

# VI. E-Commerce Transactions

When customers use their credit cards on PayPal or Jobber an email is generated and sent to the Accounting Technician. Weekly the Accounting Technician reviews the sites and records the payments in QBO. As mentioned above Jobber payments are for DSCS or chipping services. PayPal transactions are for donations, memberships, and sign orders. Clients can access PayPal through the FSCNC website. Weekly the Accounting Technician accesses QBO and processes the Jobber and PayPal receipts coding as directed by the Controller. I would suggest that this be a weekly activity. E-Customers/Members etc. are used to rapid posting of transactions and potentially receiving receipts (posted in their bank statements) five or six weeks later may be a disconnect for them. Weekly posting assures a reasonable connection to services.

#### **VII. Inter-Account Bank Transfers**

The Controller monitors the balances in the bank accounts (preference is given to local banks) to determine when there is a shortage or excess in the bank accounts. The Controller recommends to the Executive Director when a transfer should be made to maximize the potential for earning interest and to ensure funds are properly insured (FDIC/NCUA). The Executive Director makes the transfer online and gives the Accounting Technician a copy of the transfer for entry into QBO and filing.

#### VIII. Cash Disbursements & Expense Allocations

Cash disbursements are generally made for: payments to vendors for goods and services, taxes/licenses fees, staff training and development, memberships and subscriptions, meeting expenses, employee reimbursements, and marketing/promotional materials.

Checks are processed weekly. Invoices submitted to the Controller by Wednesday will be processed and paid by Friday of the same week. Checks can be prepared manually within one day, but this should be limited to emergency situations.

Requests for payments are submitted to accounting in three ways: 1) original invoice, 2) purchase request, or 3) employee expense report or reimbursement request.

Requests for payments must either include an account code (or detailed description) along with approval by the Program Manager prior to being submitted to accounting.

Travel reimbursements should conform to HR policy as stated on Bambee.

The Controller reviews all requests for payment and:

- 1. Verifies expenditure and amount.
- 2. Approves for payment in accordance with budget.
- 3. Provides or verifies appropriate allocation information.
- 4. Provides date of payment taking into account cash flow projections.
- 5. Submits to Accounting Technician for processing.

The Accounting Technician processes all payments and:

- 1. Immediately enters them into QBO.
- 2. Prints checks according to allocation and payment date provided by Controller.
- 3. Submits checks, with attached supporting documentation, to Executive Director for signature. All non-grant related, non-budgeted checks over \$2,500 require a second signature of an Executive/Finance Committee member.
- 4. Stamp invoices as "paid."
- 5. Provides checks to Administrative Assistant to be mailed with proper support.
- 6. Files all proper supporting documents in appropriate file.
- 7. Controller runs A/P aging reports at the middle and end of each month to ensure timely payments of all invoices.

#### **Cost Allocation**

Expenses which cannot be easily identified to a specific project shall be allocated and the methodology used will be documented with the support.

# IX. Credit/Debit/Gas Card Policy

Cardholders will be designated by the Executive Director. The Controller will retain a list of all current cardholders, corresponding card numbers, and expiration dates. The Controller will review the list at least twice a year. Cardholders will return their card to the Controller immediately when their duties no longer require the card. At which point the Controller will remove them from the active cardholder list.

All staff members who are authorized to carry a FSCNC credit/debit/gas card will be held personally responsible for any charge which is deemed personal or unauthorized. Unauthorized use of credit/debit/gas cards includes: personal expenditures of any kind, expenditures which have not been properly authorized, or other expenditures which are prohibited by budgets, laws, and regulations, and the entities from which FSCNC receives funds.

The receipts for all credit/debit/gas card charges will be given to the Controller within 2 weeks of the purchase along with proper documentation. Attached to the documentation should be an expense form noting the purpose and project of the charge. The controller will verify all charges for reasonableness and denote the proper account codes on each. The documentation will be given to the Accounting Technician for posting and the proper filing.

The Controller will retain a spreadsheet summarizing monthly charges of each cardholder and perform analytical analysis monthly to look for irregularities. For example, for the gas card gallons purchased shall be compared to the capacity of the vehicle, Miles Per Gallons will be tracked and compared monthly, and variances in total dollar amount will be investigated.

# X. Accruals and Adjusting Entries

The Controller will propose accruals and adjusting entries to the Executive Director for approval. Upon approval the entries will be given to the Accounting Technician for entry into QBO and proper filing. The accruals will include depreciation, unbilled revenue, rent, insurance, etc. The Controller will determine when each accrual should be made (monthly/yearly).

# XI. Bank Account/Credit Card Reconciliations

- 1. All statements are given unopen to the Executive Director. The Executive Director reviews the statements for unusual balances and/or transactions.
- Executive Director gives statements to Accounting Technician for timely reconciliation using QBO. This will include a comparison of dates and amounts of deposits, comparison of inter-account transfers, investigation of rejected items, a comparison of cleared checks with QBO including amount, payee, and sequential check numbers.

- 3. The Accounting Technician will verify voided checks were appropriately defaced and filed.
- 4. The Accounting Technician will investigate any checks outstanding over six months.
- 5. The Accounting Technician will attach the completed bank reconciliation to the applicable bank statement, along with documentation.
- 6. The reconciliation report will be reviewed, approved, dated, and initialed by the Controller.
- 7. Controller gives reconciliations to Treasurer for review.
- 8. Supporting documentation is returned to the Accounting Technician for proper filing.
- Treasurer has electronic access to bank accounts and credit/debit/gas card statements. These are reviewed monthly and questionable charges are reported to the Executive/Finance Committee.

# XII. Property and Equipment

FSCNC's policy is to capitalize all items which have a cost greater than \$5,000. Items of lesser value shall be expensed when purchased. The depreciation period will be determined by the tax code.

All capital purchases require 3 written estimates when possible and an explanation of the reasoning for choosing the selected item. This will be filed with the support for the purchase.

All capitalized items and non-capitalized items deemed necessary by the Controller (computers, tablets, chainsaws, etc.) will be tracked in an excel spreadsheet by the Controller. Annually a physical inspection and inventory will be taken with the capitalized items being reconciled to the general ledger. Depreciation is recorded at least annually and is computed using the straight-line method. Any missing items discovered during audit will be removed from the log and, if necessary, removed from the books.

# XIII. Personnel Records

All personnel files contain the following documents: application and/or resume, date of employment, position and pay rate (including date pay rate to effect), authorization of payroll deductions, W-4 withholding authorization, termination data when applicable, an emergency contact form, and other forms as deemed appropriate by the Executive Director.

All employees will fill out an I-9 form and submit the allowable forms of identification to the Executive Director. The completed I-9 forms will be kept in a secure location separate from the personnel files. All personnel files are to be kept in a secure, locked file cabinet and accessed only by authorized personnel. While performing the annual vacation accrual the Controller reviews personnel files for completeness and accuracy.

# XIV. Payroll Processing

- 1. Prior to an employee's start date the Executive Director shall send a link inviting the future employee to register with QuickBooks Time (QBT.) This should be accomplished no later than the employee's first day of work along with designation of bank account for direct deposit in QBT.
- 2. Each workday employees are expected to log hours using QBT accurately.
- 3. Timesheets are reviewed and approved in QBT prior to payroll being ran by the Operations Manager for field staff and the Executive Director for administrative staff
- 4. Any changes to the standing information on the payroll register from the prior period including addition of new employees, deletion of employees, or changes in base pay rate must be accompanied by an Employment Information Form and signed by the Executive Director before the change can be made in QBO by the Controller.
- 5. The Accounting Technician will process payroll in a timely manner using QBO.
- 6. Paychecks are deposited to the designated bank accounts on or before payday. The employee can access their paystub via QBT.
- 7. The Controller reviews payroll expenditures and allocations monthly.
- 8. All quarterly federal and state payroll reports will be prepared and filed appropriately by the Accounting Technician using QBO and downloaded to Sharepoint files.
- 9. The Controller will ensure all W-2 statements and 1099's are issued to employees and vendors prior to January 31st for the prior calendar year.
- 10. The controller will test the PTO balances for reasonableness each year while performing the vacation accrual and investigate any outliers.

# XV. End of Month and Fiscal Year-End Close

- The Controller will propose to the Executive Director all month- and year-end journal entries. Once approved by the Executive Director the entries will be entered by the Accounting Technician and filed for audit trail purposes.
- 2. At the end of each month and fiscal year, the Controller will review all balance sheet accounts including verification of the following balances: cash accounts match the reconciliations, fixed assets reflect all purchases and retirements, A/R and A/P match outstanding amounts due and owed, all loans and credit debt match month end balances. At Year-end the Controller review of accounts will consist of preparing an

audit binder which includes lead sheets and documents supporting the year-end balances.

- 3. The income and expense accounts review by the Controller will include reconciliation to amounts received and expended and verification that payroll expenses match the payroll reports including federal and state payroll tax filings.
- 4. Once the final monthly and fiscal year-end financial statements are run, reviewed, and approved by the Controller and the Executive Director, no more entries or adjustments will be made into QBO for that month or year.
- 5. At the end of the fiscal year, an outside CPA will prepare the annual IRS form 990. The return will be presented to the Executive Director, the Executive/Finance Committee for their review. They will report to the entire Board of Directors for their approval of the IRS form 990. The Controller will then file with the return with the IRS by the annual extended deadline.
- 6. The California Charitable Solicitation Registration will also be filed at this time.

# XVI. Financial Reports

The Accounting Technician will prepare the monthly and annual financial reports for distribution to the Controller. The reports will include: statement of financial position, statement of activity, budget vs. actual report for each project which has an established budget, a budget versus actual report for FSCNC, accounts receivable aging, accounts payable register and aging, cash flow projection, and any other requested reports.

Periodically and annually a Management Report which includes the statement of financial position and the statement of activity will be submitted to the Executive/Finance Committee for review. They will report to the entire Board of Directors for approval. This includes a budget which shall be approved by the Board of Directors before July 1<sup>st</sup> of each year.

# **XVII. Fiscal Policy Statements**

- 1. All cash accounts owned by FSCNC will be held in financial institutions which are insured by the FDIC/NCUA. No bank account will carry a balance over the FDIC insured amount.
- 2. All capital expenditures which exceed \$5,000 will be capitalized.
- 3. No salary advances will be made under any circumstances.
- 4. Travel advances (Per Diem) shall only made under special conditions and must be approved by the Executive Director or the Controller.
- 5. Reimbursements will be paid upon complete expense reporting and approval using the FSCNC form.

- Any donated item with a value exceeding \$50 will be recorded and a letter acknowledging receipt will be sent to the donor within 2 weeks of the receipt of the donation.
- 7. A list of all other federal and state fiscal and compliance reports and due dates is maintained by the Controller who insures timely filing, i.e., sales tax, raffle compliance, etc.
- 8. All qualifying volunteer time shall be recorded as in-kind donations by the Administrative Assistant and reviewed by the Controller.
- 9. The Executive Director will be signatory on FSCNC bank accounts in addition to the Treasurer and designated member of the Executive/Finance Committee. Non-grant related, non-budgeted disbursements over \$2,500 requires a second signature by the Treasurer or designated Executive/Finance Committee member. Non-grant related checks over \$100,000 need approval of the Board of Directors.
- 10. Bank Statements will be reconciled monthly. All bank statements will be given unopened to the Executive Director for review.
- 11. Accounting and personnel records will be kept in locked cabinets and only the Executive Director and the Controller will have access to the keys.
- 12. The yearly budget shall be approved by the Board of Directors by July 1<sup>st</sup> each year.
- 13. Biennially the Board Secretary files Statement of Information with the California Secretary of State.

# FIRE SAFE COUNCIL OF NEVADA COUNTY BOARD ROSTER As of 04/04/2021

POSITION	LAST	FIRST	CITY	PHONE	CELL	EMAIL	<b>REPRESENTING/AFFILIATIONS</b>
Chairman	Thane	Donn	Grass Valley	530-273-8685	530-575-0566	6dthane@gmail.com	Member at Large
Vice-Chair	Nolle	Rick	Penn Valley	530-432-5360	530-205-6201	ricknolle@sbcglobal.net	Realtor
Treasurer	Walker	Dave	Penn Valley	530-432-4111	530-362-0614	dwalker.assoc@gmail.com	Business/Certified Public Accountant
Secretary	Knox	Warren	Nevada City	530-265-6461	530-559-1522	knoxwarren@sbcglobal.net	Member at Large
Director	Doerr	Alan	Nevada City	530-274-8417	530-559-3090	avdoerr@gmail.com	GIS Specialist
Director	Eubanks	Steve	Rough & Ready	530-559-5487		steubanks@gmail.com	Biomass Specialist/ Retired USFS
Director	Hoek	Sue	Nevada County			Sue.hoek@co.nevada.ca.us	County of Nevada, Board of Supervisors
Director	Trygg	Eric	Grass Valley	530-273-9161	NA	pacifictrac@hotmail.com	Member at Large
Director	McMahan	Terry	Nevada City	530-265-4439	530-913-4587	terrymcmahan@nccfire.com	Nevada County Fire Chiefs' Assoc. Rep.
Director	Weston	Hank	Penn Valley			hankweston@comcast.net	Member at Large
Director	Williams	Pete	Nevada City	530-265-2686	916-965-4561	peteandsuewi@sbcglobal.net	Member at Large 37
Partner	Bennitt	Gretchen	Grass Valley	530-274-9360	NA	nsaqmd.gretchen@gmail.com	NSAQMD
Alternate	Nicholas	David				david@myairdistrict.com	NSAQMD
Partner	Fish	Cathe'	Rough & Ready	530-432-5109		sunshine.works@gmail.com	Master Gardener's Assoc.
Partner	Houdyschell	Bill	Truckee	530-587-9432	NA	forestry@tahoedonner.com	RPF
Partner	Martinez	Jerry	El Dorado Hills	916-941-3101	916-212-3108	gmmartin@blm.gov	BLM
Partner	Mathias	Jim	Nevada City	530-265-7855	530-277-2303	jim.mathias@fire.ca.gov	CALFIRE
Partner	Long	Bob	Grass Valley	530-913-0287	NA	boblong162@gmail.com	Firewise Coalition
Partner	Josh	Robinson	North Auburn			joshuarobinson@tcbk.com	Tri-Counties Bank
Partner	Waters	Jecobie	Nevada City	530-288-3231	NA	jecobiewaters@fs.fed.us	USFS, Tahoe National Forest
Partner	Dunning	Jeff	Rocklin, CA	530-263-1565.		jdunning@alstate.com	Allstate Insurance
Alternate	Hall	Heidi	Grass Valley	530-265-1480	NA	heidi.hall@co.nevada.ca.us	County of Nevada, Alternate

Fire Safe Council of Nevada County ● P.O. Box 1112 ● Grass Valley CA 95945 ● (530) 272-1122 ● (530) 648-1122 fax ● areyoufiresafe.com

# Fire Safe Council of Nevada County Acronym List

<u>ACE</u>	American Conservation Experience	<u>FSCNC</u>	Fire Safe Council of Nevada County
AC	AmeriCorps NCCC	<u>GIS</u>	Geographic Information Systems
<u>AFN</u>	Access and Functional Needs	<u>IRWMP</u>	Integrated Regional Water Mgmt Plan
<u>BLM</u>	Bureau of Land Management	<u>MBF</u>	Thousand Board Feet
<u>CABY</u>	Cosumnes, American, Bear and Yuba	<u>MBTA</u>	Migratory Bird Treaty Act
	Rivers	<u>MJMHMP</u>	Multi-Jurisdiction, Multi-Hazard
<u>222</u>	California Conservation Corp		Mitigation Plan
<u>CDF</u>	California Department of Forestry	<u>MOU</u>	Memorandum of Understanding
<u>CEQA</u>	California Environmental Quality Act	<u>MUTCD</u>	Manual on Uniform Traffic Control
<u>CFSC</u>	California Fire Safe Council		Devices for Streets & Highways
<u>CFIP</u>	California Forest Improvement Program	<u>NEPA</u>	National Environmental Policy Act
<u>CIP</u>	Capital Improvement Program	<u>NHPA</u>	National Historic Preservation Act
<u>CNPS</u>	California Native Plant Society	<u>NRCS</u>	Natural Resource Conservation Service
<u>CPRC</u>	California Public Resources Code	<u>NSAQMD</u>	Northern Sierra Air Quality
<u>CSBG</u>	Community Service Block Grant		Management District
<u>CWPP</u>	Community Wildfire Protection Plan	<u>OES</u>	Office of Emergency Services
<u>DBH</u>	Diameter at Breast Height	PAL	Project Activity Levels
<u>DOTS</u>	Department of Transportation &	<u>PHI</u>	Pre-Harvest Inspection
	Sanitation (Nevada County)	<u>PICP</u>	Partners in Community Program
<u>DSAV</u>	Defensible Space Advisory Visit	RAC	Resource Advisory Committee
<u>DSCS</u>	Defensible Space Clearing Services	<u>RCD</u>	Resource Conservation District
<u>DMA</u>	Disaster Mitigation Act	<u>RFQ/RFP</u>	Request for Quote/ Proposal
<u>EDD</u>	Employment Development Department	<u>ROP</u>	Regional Occupational Program
<u>EIR</u>	Environmental Impact Report	<u>RPF</u>	Registered Professional Forester
<u>EPA</u>	Environmental Protection Agency	<u>SAF</u>	Society of American Foresters
<u>EPIC</u>	Electric Program Investment Charge	<u>SEDD</u>	Sierra Economic Development District
<u>EQIP</u>	Environmental Quality Incentive	<u>SIP</u>	Shelter in Place
	Program	<u>SOA</u>	Solicitation Offer Award
<u>ERC</u>	Economic Resource Council	<u>SPCC</u>	Spill Prevention & Counter Measures
<u>ESA</u>	Endangered Species Act		Plan
<u>FEMA</u>	Federal Emergency Management	<u>SPI</u>	Sierra Pacific Industries
	Agency	<u>THP</u>	Timber Harvest Plan
<u>FHSZ</u>	Fire Hazard Severity Zone	<u>TRPA</u>	Tahoe Regional Planning Agency
<u>FIRST</u>	Forest Integrated Resource Safety	<u>USFS</u>	United States Forest Service
	Taskforce	<u>VMP</u>	Vegetation Management Program
FREED	Foundation of Resources for Equality &	<u>WLPZ</u>	Watercourse and Lake Protection Zone
	Employment for the Disabled	<u>WUI</u>	Wildland Urban Interface
<u>FSCA</u>	Fire Safe Communities Association	<u>YWI</u>	Yuba Watershed Institute

# FSCNC 2021 Calendar

#### SEPTEMBER 2021

• 09/23/21 - FSCNC Board of Directors Meeting

#### OCTOBER 2021

- 10/05 & 10/06 California Fire Safe Council 1st annual Conference
- 10/09 & 10/08 Home & Garden show at Fairgrounds
- 10/14/2021 FSCNC Executive/Finance Committee Meeting
- 10/28/2021 FSCNC Board of Directors Meeting

#### NOVEMBER 2021

- 11/11/2021 FSCNC Executive/Finance Committee Meeting
- 11/28/2021 HOLIDAY Office Closed Thanksgiving
- 11/28/2021 FSCNC Board of Directors Meeting
   ^^^ NEEDS TO BE RESCHEDULED DUE TO THANKSGIVING

#### DECEMBER 2021

- 12/09/2021 FSCNC Executive/Finance Committee Meeting
- 12/23/2021 FSCNC Board of Directors Meeting