



FireSafe **COUNCIL**

Board of Directors' Meeting

October 28, 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, October 28, 2020**, at **10:00 a.m. via teleconference** due to the stay-at-home restrictions currently in effect.

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:
 - a. Approval of Agenda and Order of Business **Action**
3. MEETING MINUTES:
 - a. Approval of Meeting Minutes from August 31, 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 – (Please limit to 3-5 minutes)
6. REPORT OF THE FINANCE COMMITTEE – Dave Walker
 - a. Financial Report as of August 31, 2021
 - b. Next Meeting: Thursday, November 11, 2021 at 9:30 am via teleconferencing
7. REPORT OF THE CHAIRMAN OF THE BOARD – Donn Thane
 - a. Executive/Finance Committee Meeting Report
 - b. Next Meeting: Thursday, November 11, 2021 at 9:30 am via teleconferencing.
8. REPORT FROM THE EXECUTIVE DIRECTOR – Jamie Jones
 - a. Staffing & Office Operations Update
 - b. Grant Applications Update
 - c. Project Update
 - d. Funding/Membership Update
 - e. Programs Update
9. DIRECTORS COMMENTS – Information
10. ADJOURNMENT TO CLOSED SESSION –

CLOSED SESSION

1. Employee Complaint Investigation Status and Next Steps.
2. Adjourn

NEXT BOARD MEETING: Thursday, November 18, 2021 at 10:00 a.m. at the FSCNC Office, 143B Springhill Drive, Grass Valley, CA.

If stay-at-home restrictions are still in effect, the meeting will be held via teleconference using Zoom. The internet web address is: <https://zoom.us/j/93896079702?pwd=NTJkRXVvMldaT0haYnJrZ3lQaW5iUT09>

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, September 2021 at 10:00 AM via teleconference



In Attendance:

DIRECTORS

(RN) Rick Nolle, Vice-Chair
(DW) David Walker
(WK) Warren Knox, Secretary
(AD) Alan Doerr, Director
(SE) Steve Eubanks, Director

(SH) Sue Hoek, Director
(TM) Terry McMahan
(ET) Eric Trygg, Director
(HW) Hank Weston, Director
(PW) Pete Williams, Director
(EDJ) Jamie Jones, Executive Director

Visitors:

1. CALL TO ORDER

Vice Chair RN called the meeting to order at 10:02

2. ROLL CALL

As indicated above.
FSC Staff in attendance:

3. AGENDA AND ORDER OF BUSINESS

EDJ requested that item G), Approval of Executive Directors' Contract be pulled from the agenda as FSC attorney Scott Brown had been out of town and unable to complete necessary work to make specified changes to the Executive Director's as required by results of the Special Audit. HW moved that the agenda be so changed. Seconded by WK. Approved by roll call vote unanimously.

4. MEETING MINUTES:

TM requested that two specific spelling changes be made to the minutes. PW moved the acceptance of the minutes with TM's changes. DW seconded and the motion was approved unanimously by voice vote.

5. PUBLIC COMMENT

Don Bessee, representing the Alta Sierra Property Owners Association presented a brief report on the 50th Anniversary of the organization which now represents over 2000 people. He reviewed the history of SPOA's working with FSC and focused on efforts helping seniors and others that required help. He indicated strong support of recent efforts to mitigate fire hazards in the development.

6. AGENCY/PARTNER REPORTS

1. Jacoby Waters (USFS) reported on the implementation of a \$5M grant to implement 1800 acres of fuel reduction on FS land, and the intent of eventually expanding this to 5700 acres. Implementation will be strategically developed for critical areas from the town of Washington to the San Juan ridge. USFS is currently developing the working agreement with FSC.
2. **Lee Helderson (BLM)** introduced his new team that will be working to implement new fuel reduction policies and looking to improve processes and increase flexibility.
3. Jim Mathais (CalFire) reported that there was currently a lull in local fire activity, but there was a new fire in Shasta County. He indicated most fires to date have been driven by topography and drought. He

anticipates that as the season changes wind driven fires will be more prominent in the hotter and drier period ahead. Jim reported that they have hired two new prevention officers.

4. Steve Monaghan (CIO of Nevada County) reported on a meeting with his staff and FSC's EDJ, RN, and HW. After reviewing the recent FSC Special Audit the County will be moving forward with the implementation of the FEMA grant to address the FSC Access & Functional Needs program for Low-income seniors (age 65 or older) or those with medical disabilities may qualify for assistance with defensible space clearing.
5. Paul Cummings (OES, Nevada County) reported that his staff has been busy working on relief and mitigation efforts for the Jones Fire (2020) and now the River and Bennett Fires (2021). OES is also implementing portable radio provided by Homeland Security and looking to update Wildfire Protection Plans as required by FEMA. They are also gearing up to implement the \$1M Alta Sierra South County Fuel Break.
6. Bob Long (Firewise Communities) reported that he has once again obtained permission from the Firewise Communities Program to allow a Zoom meeting on October 7th to be used to meet the annual education requirement for all member Communities. The next meeting will be hosted by County OES to demystify the connections between Code Red App and Emergency Communications.
7. TM reported that the Fire Chiefs have met for the first time since June. Consolidated has obtained a grant to acquire and implement a dumpster for waste removal.

7. REPROT OF THE FINANCE COMMITTEE David Walker

1. FSC policy is to report financials forty-five days after closing. The Finance Committee meeting is scheduled for less than this forty-five day requirement, so July reporting will be provided as usually scheduled at the October Board meeting.
2. The Special Audit was a lot of work and took a great deal of staff time and energy. FSC has learned a lot from this effort and will be implementing an improved Accounting Policy as a result.
3. The issue of potential leasing of FSC vehicles instead of purchasing them had been raised. Since FSC is a nonprofit organization, there is not tax advantage to leasing. As a result, it was recommended that FSC continue to purchase needed vehicles and equipment.
4. EDJ presented a request to purchase four trucks and a track chipper to facilitate the implementation of the newly acquired grants. Vehicles have been come very costly and harder to obtain. These vehicles have already been included in the approved FSC Budget, but are submitted to the Board for capital approval. The trucks, with added special equipment, are expected to cost \$75K each, while the track chipper will be in the range of \$100K. DW moved approval of this purchase. HW seconded. Approved by roll call vote unanimously.
5. EDJ requested approval to increase the FSC Line of Credit at Tri- Counties Bank to \$250K. The purpose of this increase is to facilitate higher cashflow processes commensurate with the new larger grants FSC has received. DW moved the approval of this increase. SE seconded. Approved by roll call vote unanimously.
6. DW stated that the Exec/Fin Committee has recommended that Educations Benefits currently provided to the Executive Director be expanded to all full time FSC employees. This would be up to \$5000 per person per year. This would be an attractant to high quality candidates and a way of further developing good employees internally. AD supported this benefit citing, as an example, the steep and expensive learning curve for developing expertise in GIS (Global Information Services) capabilities in house. DW moved approval of these Benefits. SE seconded. Approved by roll call vote unanimously.
7. DW moved to approve 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. HW seconded. Approved by roll call vote unanimously.
8. EDJ requested formalization of the FSC Vehicle Storage Fee Policy. This fee will be based on an industry standard and will be paid on an IRS 1099 Form. The policy will be implemented in Bambee, FSC's Human Resources program. HW asked that the fee only be for storage of vehicles by employees based on "uncovered" rates. HW moved to approved policy. PW seconded. Approved by roll call vote unanimously.

9. DW formally introduced the new Controller Position to be found in the Updated FSC Accounting Policy. He pointed out that this would be a significant change in operations. This role would report to both the Executive Director and FSC Board. This role has already been included in the approved FSC 2021 Budget. WK moved approval of this new position. TM seconded. Approved by roll call vote unanimously.
10. DW requested approval of the updated FSC Accounting Policy provided to the Board. TM moved the question. DW seconded. Approved by roll call vote unanimously.

8. REPORT OF THE CHAIRMAN OF THE BOARD

1. Vice chair RN reiterated the good news that FSC had a good meeting with the County, and that pending contracts with the County were being released.
2. RN suggested that implementation of the Controller position helped satisfy the County's concern.
3. Steve Monaghan repeated that the county was satisfied.
4. EDJ described the implementation of the Bambee HR software to facilitate FSC improvement in standardizing and documenting HR policies and practices. With the growing number of employees, this will make uniform management of these resources clearer, and maintain documentation of those efforts. EDJ stated that this same software can also be used to inform and document FSC policies and procedures for FSC Board members as well. This can be very helpful in making sure Board members are fully aware of both operational and Board policies. EDJ requested permission to implement Bambee as an education and documentation tool for all FSC Board members. TM moved that the Board authorize this implementation. PW seconded. Approved by roll call vote unanimously.
5. Director Trigg had requested an opportunity to address the Board. RN offer him the floor, but ET replied that he felt that FSC needed to straighten out the Zoom Meeting access information. WK said he will make sure the correct access codes are supplied to all Board members.

9. REPORT FROM THE EXECUTIVE DIRECTOR

EDJ stated that due to the late time of the meeting that the meeting had already covered the most important issues being addressed.

10. DIRECTORS COMMENTS

1. RN expressed his thanks on all the progress that has been made over the summer.
2. HW indicated he thought that the County was looking forward to a continuing relationship with FSC. He suggested a satellite office in Truckee for representation for the east side of the County
3. PW thanked all the DSAV volunteers for efforts on all the requests and indicated some of the most prolific volunteers. One Lake Wildwood volunteer had completed 120 DSAVs!
4. TM stated he appreciates Banner Mountain's work on certification. He has been getting a number of invites to attend local meetings.

11. ADJOURN: WK moved adjournment. Seconded by DW.

I declare that these meeting minutes accurately reflect the actions of the Fire Safe Council of Nevada County's Board meeting held on September 23, 2021 and were approved by the Board of Directors.

Warren Knox, Secretary

Date



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

**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, October 14th, 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**
 - a) FSC Budget reports Update
- 5) CHAIRMAN UPDATE**
 - a) Update on FSC through December 31st, 2020
- 6) EXECUTIVE DIRECTOR OPERATIONS UPDATE**
 - a) Operations update (staffing, facilities, systems, communications, etc.)
 - b) Programs update (Low Cost DS Clearing, Chipping, Signs, DSAVs, AFNs, Scotch Broom, Firewise, etc.)
 - c) Projects update (Ponderosa, Grants, etc)
 - d) Other
- 7) OTHER**
- 8) ADJOURN TO CLOSED SESSION**

CLOSED SESSION:

- 1) FSC Board Structure**
- 2) Board Elections**
- 3) ADJOURN to Open Session**
- 9) Report on Closed Session**
- 10) 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

August 11, 2020 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:
<https://zoom.us/j/93896079702?pwd=NTJkRXVvMldaT0haYnJrZ3lQaW5iUT09>

210110

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. Total time allocated for public comment on particular issues is limited. The meeting is accessible to the physically disabled.



Fire Safe Council of Nevada County Executive/Finance Board Meeting Minutes
Fire Safe Council, 143B Springhill Drive, Ste. 13, Grass Valley, CA 95945
Thursday, October 14, 2021

Board Members in Attendance:

(DT) Donn Thane, Chairman
(RN) Rick Nolle, Vice-Chairman
(DW) Dave Walker, Treasurer
(WK) Warren Knox, Secretary

(PW) Pete Williams, Director (Special attendee to report on committee items)
(EDJ) Jamie Jones, Executive Director
(HW) Hank Weston, Director

1. **Call to Order:** 9:38 AM
2. **Roll call:** was taken and is reflected above.
3. **Public Comment:** No public in attendance.
4. **Financial Committee Update:** David Walker
 - a) FSC Budget Reporting Update – DW reported on July 1 – August 1 for fiscal year 2021.
Net Income was \$148,000
Net Revenue was a negative \$148,000 due to ongoing expenses and significant losses due to approximately \$ 75,000 invested in the Special Audit reported in August 2021.
 - b) EDJ reported that both of the outstanding PPP loans (for \$180K and \$70K) have been accepted and will be formally reported in the next period.
 - c) EDJ reported that all actions have been accomplished with the County. The FSC letter authorized by the Board has been formally delivered to the County in time for the County Board meeting.
 - d) EDJ also reported that the 2019 -- 2020 Audit is scheduled for December 2020 – 2021 audit should be completed by March of 2022. FSC will pay for both of these audits.
 - e) DW reported that due to limited availability of FSC Counsel the two outstanding contracts for the Executive Director and the Controller will be completed next week and be ready for full FSC Board approval at the October Board meeting. WK moved approval of this action, DT seconded, and the motion was approved by a unanimous roll call vote of the Committee.
5. **Chairman Update:** Donn Thane
 - a) HW will be finalizing the Board Nominations next week for full Board action with the subcommittee Steve Eubanks, Hank Scott and Pete Williams.
6. **Executive Director Operations Update:** Jamie Jones
 - a) Staffing:
EDJ reported the hiring of a new staff member – Elzibeth Juarez as our new Accounting Technician. She will report to the Controller.
The Controller, James Delcour has been formally entered as an exempt employee. A copy of his contract will be provided to the ExecFin Committee for review and be presented, for information purposes, to the full Board. The Controller’s starting salary was determined, using the Non-Profit compensation report, at \$75K with a 5% increase for the next two years with

acceptable performance. This is directly paralleling the format of the Exec Directors contract. In addition, the contract also covers the Controller's benefits for his family.

b) Projects:

EDJ reported that the Ponderosa Fuel Break is proving to be a success. CAL FIRE is eager to start the South County Fuel Break and has identified it as an immediate priority. The Forest Health grant has been executed and FSC has communicated that it will need \$1M to get started. FSC is looking to increase the local work force and create another 20-person crew. FSC is looking at wildfire preparedness funding nearing \$700M at the State Level. Federal investment may be as much as \$1.2T in this year's budget.

CalFire has offered a significant number of reflective address signs for residential address display free of charge. The only costs associated will be staff time to create the individual signs.

Nevada County has demonstrated an interest in FSC providing support to fire prevention activities in the east County. FSC is looking at office space and staffing for the Truckee Basin.

7. Adjourn to Closed Session: Counsel Scott Brown became available. DW moved that the Committee move to Closed Session. Seconded by RN and approved unanimously by roll call vote.

- a. Board Response to the Sue McGuire communications.
- b. Employee Complaint Investigation Status and Next Steps.
- c. Review of Sexual Harassment Policy

After an hour and a half, the ExecFin members determined to continue further discussions on **Tuesday, October 19th at 8:00 AM**. Discussion continued at that time. The Committee provided instructions to staff on these several issues. The Board will address this in a special closed session during the October Board meeting. No action was taken.

WK moved that the Committee return to Open Session. This was seconded by DW and approved by voice vote unanimously.

8. Return to Open Session

- a. Adjournment moved by DW, seconded by HW. Approved by unanimous voice vote at 11:23, October 19, 2021.

I declare that these meeting minutes accurately reflect the actions of the Fire Safe Council of Nevada County's Executive / Finance Board meeting held on October 14 & 19, 2021 and were approved by the Board of Directors.

Warren Knox, Secretary

Date

200808

Management Report

Fire Safe Council of Nevada County, Inc
For the period ended August 31, 2021



Prepared on
October 13, 2021

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Statement of Activity

July - August, 2021

	Total
REVENUE	
41500 Foundation & Trust Grants	29,711.43
41600 Project Revenue	37,446.22
43000 Chipping program Revenue	12,658.75
43100 DSCS Services Revenue	58,252.50
43500 Donations - General	2,300.76
44000 Fundraising	2,553.00
44500 Memberships	3,522.00
47000 Firewise Community Services	1,625.00
Services	75.00
Total Revenue	148,144.66
GROSS PROFIT	
	148,144.66
EXPENDITURES	
52000 Payroll Fringe Expenses	
52350 Holiday Pay	2,320.00
52400 Workers Comp Expense	7,766.50
52500 Simple IRA Plan - Company Match	2,489.70
Total 52000 Payroll Fringe Expenses	12,576.20
55000 Reimbursements	
55100 Cell Phone Reimburse	1,250.00
Total 55000 Reimbursements	1,250.00
56000 Payroll Expenses	
56100 Taxes	14,913.06
Wages	
ED Retroactive Pay -	9,605.12
Total Wages	9,605.12
Total 56000 Payroll Expenses	24,518.18
60000 Administrative	10,378.79
64400 Legal fees	2,001.55
64401 Webmaster	319.20
64410 Payroll Service Fee	658.54
64450 Advertising	2,476.92
64500 Rent Expense	4,700.50
64600 Telephone	1,135.69
64650 Internet Services	684.09
64700 Utilities	971.25
64800 Postage	30.92
64900 Office Expense & Supplies	8,307.38
64910 Computer Software	3,179.10
65000 Printing & Copying	1,516.32
65100 Permits and Licenses Expense	150.00
65150 Repairs and Maintenance	715.79

	Total
65160 Building Repair and Maintenance	95.36
65170 Vehicle Repair and Maintenance	2,076.59
65175 Equip/Truck Storage Fee	750.00
65180 Equipment Repair and Maintenance	2,024.31
65190 Computer Repair and Maintenance	520.00
Total 65150 Repairs and Maintenance	6,182.05
65300 Travel and Meals	872.93
65600 Dues and Subscriptions	1,433.02
65800 Bank Charges	0.66
65900 Merchant Services Fees	1,130.53
65901 PayPal Fees	115.71
Total 65900 Merchant Services Fees	1,246.24
69000 Grant Administration Expenses	34.15
Total 60000 Administrative	46,279.30
70000 Program Expenses	
71000 Payroll Wages	147,804.67
74100 Contractual - Services	32,192.22
74300 Fuels Reduction Contracting	
74350 Ponderosa West- Subcontractors	37,446.22
74360 Contractual - Services Internal Projects	-34,420.00
Total 74300 Fuels Reduction Contracting	3,026.22
74910 Reflective Address Signs	1,668.62
74950 Field Supplies	3,560.78
74920 PPE - Personal Protective Equipment	416.30
Total 74950 Field Supplies	3,977.08
75250 Public and Community Outreach	4,440.20
75400 Auto Expense	
75450 Auto Exp - Gas/Mileage/Other	10,473.77
Total 75400 Auto Expense	10,473.77
76500 Fundraising Expense	144.31
77000 Donations and Contributions	34.61
Total 70000 Program Expenses	203,761.70
79010 Bank Service Charges	76.70
90000 Suspense	786.58
Total Expenditures	289,248.66
NET OPERATING REVENUE	-141,104.00
OTHER EXPENDITURES	
67500 Uncategorized / Charges to Dispute	54.95
81000 Interest expense - general	1,090.33
90100 Reconciliation Discrepancies-1	-1,649.50
Total Other Expenditures	-504.22
NET OTHER REVENUE	504.22
NET REVENUE	\$ -140,599.78

Statement of Financial Position

As of August 31, 2021

	Total
ASSETS	
Current Assets	
Bank Accounts	
10000 Tri Counties Bank	0.00
10001 Checking Tri Counties #9854	52,462.72
10010 Tri Counties - Donations #7356	27,937.22
10015 Tri Counties - Grants Account	33,989.41
Total 10000 Tri Counties Bank	114,389.35
10020 PayPal Bank	1,905.34
10050 West America Bank	0.00
10055 West America #8159	288.09
10060 West America #8167***	283.59
Total 10050 West America Bank	571.68
Total Bank Accounts	116,866.37
Accounts Receivable	
11000 A/R - Projects	115,446.33
Total Accounts Receivable	115,446.33
Other Current Assets	
12000 Employee Receivable	1,310.31
13000 Prepaid Insurance	42,487.54
14900 Undeposited Funds	32,229.00
Total Other Current Assets	76,026.85
Total Current Assets	308,339.55
Fixed Assets	
15000 Field Equipment	232,374.67
15101 Donated Office Furniture	2,000.00
15110 Vehicles	282,096.66
17000 Accum Deprec - Equipment	-211,188.13
Total Fixed Assets	305,283.20
TOTAL ASSETS	\$613,622.75
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20101 Accounts Payable	11,495.71
Total Accounts Payable	11,495.71
Credit Cards	
21000 Tri-Counties Bank Credit Card	66.87
21050 Tri Counties Credit Card 1029	1,094.98
21075 Tri Counties Credit Card 1011	340.40
21080 West America Credit Card #4854	8,148.79

	Total
Total Credit Cards	9,651.04
Other Current Liabilities	
21200 Accrued Expenses	6,073.50
21750 Tri Counties Credit Line #960	-153.12
22000 Payroll Liabilities	0.00
22100 Accrued Vacation	22,287.99
22101 CA PIT / SDI	838.35
22102 CA SUI / ETT	2,218.96
22103 Federal Taxes	5,626.60
22125 Workers Comp Payable	42,104.59
22150 Health Insurance Payable	-17,931.26
22151 Dental Insurance Payable	-925.90
22152 Ancillary Benefits Payables	-5,562.80
22300 Simple IRA Plan Payable	-18,687.80
52550 Simple IRA Payable	24,623.24
Aflac	127.61
Blue Shield of CA	916.32
Edward Jones	4,473.70
Humana Dental	138.72
Humana Vision	37.28
Total 22000 Payroll Liabilities	60,285.60
26000 Fiscal Sponsorship	
26200 FS - Lake Vera-Round Mountain	964.90
26300 FS - Cascade Shores Firewise	395.00
26400 FS - Greater Alta Sierra FW	45.00
26500 FS - for Town of Washington FWC	3,724.50
26600 FS - Sherwood Forest FWC	6,210.00
Total 26000 Fiscal Sponsorship	11,339.40
27000 Sales Tax Payable	-1,105.18
27200 Deferred Salaries - Jones	-1,500.00
27300 Direct Deposit Payable	3,797.43
27400 Nev Co. Ponderosa Project Advance	273,492.89
27500 Notes Payable - PPP	77,306.00
27510 Notes Payable - 2nd PPP	187,500.00
Total Other Current Liabilities	617,036.52
Total Current Liabilities	638,183.27
Long-Term Liabilities	
25401 Loans Payable - Tri-Counties Loan No 6020025260	26,298.33
25402 Loans Payable - Tri-Counties Loan No 6020025360	26,298.33
25403 Loans Payable - Tri-Counties Loan No 6020025460	29,999.75
25404 Loans Payable - Tri-Counties Loan No 6020025560	24,827.43
Total Long-Term Liabilities	107,423.84
Total Liabilities	745,607.11
Equity	

	Total
38000 Restricted - Ops/Equip Reserve	36,000.00
39000 Retained Earnings	-27,384.78
39100 Prior Year Adjustments	0.20
Net Revenue	-140,599.78
Total Equity	-131,984.36
TOTAL LIABILITIES AND EQUITY	\$613,622.75

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

July 1, 2021 to June 30, 2024

This 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 be effective as of the 1st day of July, 2021. (the "Effective Date"). 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 for 3 years unless terminated 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 POLICIES

Except as provided in this agreement, the terms, conditions and benefits included in Employer's Personnel Policies (available at <https://www.bambee.com/>) applicable to employees of Employer are incorporated in this Agreement. In the event of a conflict in this Agreement with any term,

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

condition and benefit included in Employer's Personnel Policies, 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,

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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

(a) 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.

(b) To maintain previous agreements with Employee about benefit cost reimbursement, but in a manner consistent with the Personnel Policies, Employee shall receive additional salary compensation to reimburse her for her employee paid share of medical benefits, and pension contributions. The health care additional compensation shall be \$1,129.00 per month and the additional compensation for pension contribution shall be equal to 3% of the Executive's salary. Employee understands that such additional compensation shall be taxable income to Employee.

9. BENEFITS

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

(c) Vacation. Executive shall accrue 20 days (1.67 per month) through the term of this agreement, subject to incremental increases based on length of employment. An additional week of vacation is granted at 37 months and 61 months. Such vacation may be taken at times mutually agreed upon between Executive and the Executive Committee.

(d) Sick Leave and Holidays. As per Personnel Policies.

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(e) Professional Meetings. 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.

(f) Expenses. 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.

(g) Association Dues. 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.

(h) Medical, Dental Vision and Supplemental Coverage Insurance. Employee shall receive the benefits as set forth in the Personnel Policies and will contribute 30% of the cost as provided therein. However, Employer agrees to provide additional salary compensation to Employee to reimburse her for the 30% she is contributing. Said health-related benefits shall be categorized as "Employer reimbursed Health Benefits" on the annual W-2 wage statement, but Employee understands that such payment may be treated as additional taxable income.

(i) Vehicle. Executive shall be provided a vehicle for her business use and for reasonable personal use. Executive shall declare a benefit value of \$150.00 per month for the personal use and treat that value as income subject to taxation. The value shall be determined based on the percentage use for business and personal times a reasonable annual value for use of the vehicle.

(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.

(j) Pension Contribution. Consistent with eligibility requirements and applicable retirement plan documents, Employer shall receive the same pension benefits as other employees.

(k) Mobile Phone. Employer shall provide Employee with a cell phone for business use. Employee shall not use it for personal use and shall obtain her own cell phone for personal use.

(l) Payment on Death. 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.

(m) Education and Training. Per Personnel Policies.

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

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EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

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) Employment At-Will. 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. As such she is an "at-will" employee who may be 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) Early Termination by Board Without Cause. 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 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 voluntarily 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) Termination for Cause. 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

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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) Cause Grounds. 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 Policies 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 non-medically 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) No Severance Payments. Executive shall not be entitled to any severance pay or benefits in the event her employment is terminated for cause, other than those required by law.

(g) Required Vote for Termination. 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 agenda meeting. Termination shall become effective upon written notice to Executive or at such later time as may be specified in said notice.

(h) Resignation by Executive. 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) Key Employee Designation. 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. The parties agree, however, that she will be assured at least 45 days of leave in a 12 month period if requested.

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

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

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) Mediation. 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) Arbitration. 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. No arbitration shall be required for claims which California law precludes requiring arbitration.
- (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.

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EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

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) Severability. 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) Heirs and Successors. This Agreement shall be binding upon the Parties and their respective successors, assigns, heirs, and beneficiaries.
- (g) Notices. 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) Effect of Waiver. 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) Authority. 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) Assignment Prohibited. 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) Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.
- (l) Counterparts. 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

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

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.

As authorized by the Board of Directors on _____, 2021

By: _____
Chairman of the Board

EXECUTIVE:

Jamie Jones

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

EXHIBIT A



Executive Director Job Description

POSITION SUMMARY: Under the general direction of the Fire Safe Council Board of Directors, the Executive Director (ED) oversees a staff of 25+ employees, numerous volunteers, and an annual budget of \$3-4 million in pursuing its mission of making Nevada County safer from catastrophic wildfires through fire safety projects and education.

The Executive Director oversees and manages all administrative and program activities of the Fire Safe Council (FSCNC) and provides the leadership, vision, and operational expertise necessary to achieve numerous goals and objectives in several program areas. Broadly speaking these efforts involve:

Developing and implementing county-wide fire mitigation and education programs, encouraging, and facilitating local grassroots efforts in these programs, securing funding, and developing local grant programs for strategic fire mitigation projects and providing oversight of these projects, and educating and certifying Firewise Communities under the guidelines of National Fire Protection Association, Firewise USA Program.

Broadly speaking these efforts involve developing and implementing county-wide fire mitigation and education programs, encouraging and facilitating grassroots local efforts, securing funding for strategic projects, developing local grant programs, educating Firewise Communities' and citizens about fire mitigation, and oversight of large fire related projects.

An essential element in all program activities is building and fostering relationships with Nevada County citizens, federal, state, and local governmental entities, other non-profit and quasi-public bodies, environmental communities, and private corporations throughout the region that are impacted by wildfire.

FIRE SAFE COUNCIL OF NEVADA COUNTY, INC. EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

Scope of Responsibility. The Executive Director is the Chief Executive Officer of the Fire Safe Council of Nevada County. The Executive Director directly and through subordinate program managers, provides oversight of the Council's ongoing programs, administrative functions and large projects including:

Fiscal Management and Budget Management. Given the large budget and reliance on temporary (e.g., grant) funding sources, the ED carefully oversees the financial health of the organization:

- Supervises and prepares financial records for all Fire Safe Council funds and grants monies received.
- Manages grants awarded to the Council.
- Coordinates fiscal management functions with the FSCNC Treasurer.
- Manages cash flow to ensure continuity of all FSCNC operations.
- Ensures compliance with audit findings, IRS rules and regulations.

Communications and Relations Management: As the face of the FSCNC, the ED is responsible for communications and consensus building among all stake holders.

- Establishes and fosters agency relationships with federal, state, and local elected officials
- Acts as primary spokesperson representing FSCNC programs and interests
- Plans and coordinates community events, makes television, radio, and other media appearances; speaks to community groups
- Coordinates all press and public relations activities on behalf of the FSCNC and its affiliates
- Conducts community awareness campaigns; oversees the preparation and distribution of press releases, flyers, brochures, posters, and other fire safety educational materials
- Manages website or other social media, broadcast events and print media
- Meets with the public and officials from public and private entities
- Serves on the Emergency Services Council, Wildfire Prevention Stakeholders and any other committees deemed necessary and beneficial to the organization
- Represents FSCNC at meetings such as with the California Fire Safe Council and other organizations and grantors

Development Outreach and Fund Raising: Due to the temporary nature of much of the FSCNC funding, the ED works to ensure growth and sustainability, including:

- Overseeing and coordinating the preparation of all FSCNC grant funding requests to local, state, federal, and private sources
- Managing the execution of grant funded programs awarded to the County of Nevada
- Developing and nurturing all types of public and private donors and other funding sources
- Fund raising from membership programs.

Project and Program Development and Management: All programs require well developed leadership and managerial skills and the performance of specific essential functions that cross all programs, including:

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

- Large Fire Mitigation Projects
- Firewise USA Communities
- Defensible Space Advisory Program
- Green Waste Disposal Program
- Access and Functional Needs (AFN) Program
- Low-Cost Defensible Space Clearing Service
- Defensible Space Chipping Program
- Ready, Set, Go! Program
- Community Wildfire Protection Plan Coordinator
- Wildfire Preparedness Season Annual Guide
- Reflective Address Signs

Supervisory Responsibilities:

- Supervises FSCNC office staff, field staff and volunteers
- Hires, orients, and oversees new employee training and skill development
- Builds and sustains an internal team in support of the mission
- Conducts annual staff job performance reviews
- Ensures all personnel actions are taken and files are maintained consistent with FSCNC local, state, and federal HR rules
-

Supervision received: The ED reports directly to the Chair, the Board of Directors and the NCFSC Executive/Finance Committee.

Desirable Qualifications:

Demonstrated abilities, knowledge, experience, and abilities in specific areas:

- Previous non-profit or executive level management experience
- Excellent written and verbal communication skills
- Ability to communicate in a clear/concise manner on complex topics to a wide range of audiences
- Outstanding interpersonal skills with demonstrated ability and success working productively with diverse groups of varying interests, including business communities, non-profit organizations, governmental entities, and the public
- Personal connection and commitment to the mission and goals of the FSCNC
- Grant writing and administration experience
- Demonstrated ability to work independently
- Public relations; academic or other education experience
- Knowledge of fire mitigation, Defensible Space and Firewise concepts
- Experience in development of community-based programs

Education:

A Bachelor's degree in Business Administration, Public Administration, Non-Profit Management, or related field. 5 Years of relevant experience can be substituted for the bachelor's degree

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

Salary range: Commensurate with education and relevant experience

Work Location: Grass Valley, CA

Fire Safe Council of Nevada County, Inc.
Employment Agreement
Controller

July 1, 2021 to June 30, 2024

This Employment Agreement ("Agreement") is made and entered into by and between the Fire Safe Council of Nevada County, Inc. (hereinafter "Employer") and James Delcour (hereinafter "Employee" (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") 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 Employee shall be subject to the day to day direction of the Executive Director but shall also regularly report to the Finance Committee. The Employee shall keep the Executive Director and Finance Committee apprised of all significant actions and events affecting Employer and regularly report to the Executive Director and Board committees at such times as the Executive Director may direct.

2. POSITION, DUTIES AND RESPONSIBILITIES

The Employee shall discharge the customary duties of the Controller of Employer including: managing the day-to-day financial operations of Employer, 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 Executive Director.

Controller is considered an exempt employee of Employer. The parties recognize that the nature of the job requires that Controller 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 for a period of three years, effective July 1, 2021 through June 30, 2024 until terminated 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.

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EMPLOYMENT AGREEMENT – James Delcour**

4. RELATION TO EMPLOYER PERSONNEL POLICIES

Except as provided in this agreement, the terms, conditions, and benefits included in Employer's Personnel Policies (available at <https://www.bambee.com/>) applicable to employees of Employer are incorporated in this Agreement. ("Personnel Policies") In the event of a conflict in this Agreement with any term, condition and benefit included in Employer's Personnel Policies, the terms, conditions and benefits set forth in this Agreement shall govern.

5. CONFLICT OF INTEREST

The Employee 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 Employee's duties hereunder. Employee may pursue professional activities which do not conflict with the business of Employer and do not detract from his best efforts on behalf of Employer.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- (a) Employee acknowledges that he will have access to and be required to work with intellectual property and/or confidential information relating to Employer and its activities during his employment. Employee shall not appropriate, divulge or use any such information except to perform his duties and to further the interests of Employer.
- (b) Employee 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 Employee to Employer at the request of the Executive Director anytime during or after his 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) Employee acknowledges that his duties place him in a position of trust and confidence with respect to certain trade secrets, confidential financial information 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 Employee's own personnel information is not confidential and nothing in this Agreement shall be construed to prevent Employee from disclosing his own wages, hours, or other terms and conditions of employment. Employee shall not, either during his 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;

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EMPLOYMENT AGREEMENT – James Delcour**

- (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 Employee'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

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

8. COMPENSATION

- (a) Salary. Employer shall initially compensate Employee \$75,000 annually as salary and, if the contract continues, with acceptable performance, merit increase of five percent (5%) shall occur on July 1, 2022 and July 1, 2023. Employee's salary shall be payable bimonthly in substantially equal installments in accordance with Employer's payroll practices. The Executive Director may adjust the salary, and grant bonuses as deemed appropriate in her discretion from time to time. The Executive Director will advise the Board of Directors according of any amendments to Employee's compensation.
- (b) Employee shall receive additional salary compensation to reimburse employee for employee's required payment toward medical benefits, and pension contribution. The health care additional compensation shall be \$2188 per month. Controller shall also receive additional compensation for cell phone usage in the amount of \$100 per month, Employee understands that such additional compensation shall be taxable income to Employee.

9. BENEFITS

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

- (b) Vacation\PTO. Employee shall accrue 15 days of paid time off annually (1.25 per month) through the term of this agreement. Such vacation may be taken at times mutually agreed upon between Employee and the Executive Director.
- (c) Sick Leave and Holidays. As per Personnel Policies.

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
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- (d) Professional Meetings. As part of his responsibilities and base salary, Employee 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 Employee and Employer.
- (e) Expenses. Employer shall reimburse Employee for all reasonable travel, accommodation and entertainment expenses incurred in connection with performing his 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.
- (f) Association Dues. Employer may pay dues to professional associations and societies and to such service organizations and clubs of which Employee is a member for the benefit of Employer, if approved in advance by the Executive Director and recorded in the minutes.
- (g) Medical, Dental Vision and Supplemental Coverage Insurance. Employee shall receive the health benefits as provided in the Personnel Policies.
- (h) Vehicle. Employee shall be reimbursed for use of his personal vehicle.
 - a. If Employee uses his personal vehicle, he shall be reimbursed for mileage at the IRS approved rate. In such case, Employee shall submit mileage for reimbursement monthly. Employee 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.
- (i) Pension Contribution. Consistent with eligibility requirements and applicable retirement plan documents, Employer shall receive the same pension benefits as other employees.
- (j) Payment on Death. If Employee dies while still employed by Employer, Employer shall pay to Employee’s estate all compensation and benefits due Employee at the time of his 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 Employee’s estate.
- (k) Education and Training. Per Personnel Policies.

10. PERFORMANCE EVALUATION

The Executive Director shall complete a review of Employee's performance at least annually and prior to determining whether employee shall receive a merit increase. The Executive Director shall meet with Employee to discuss Employee’s performance and prepare an evaluation. Employee 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 Employee’s salary.

11. TERMINATION

- (a) Employment At-Will. Notwithstanding anything in this Agreement, Employee understands and acknowledges that as an officer of Employer he serves at the direction and pleasure of the Executive Director and Employer’s Board of Directors. As such he is an “at-will” employee who may be terminated by the Executive Director at any time, with or without cause.

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
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(b) Early Termination by Executive Director Without Cause. The Executive Director may terminate Employee's employment at any time without cause. Unless termination is "for cause", Employee shall be entitled to 30-day's notice and two month's base salary plus an amount equal to the normal deferred payment amount, if any, for that period as severance pay. The Executive Director may choose to shorten notice but shall still pay the three months' compensation. Upon separation, Employee shall immediately be paid any amounts legally due to Employee in accordance with law, and upon execution of a severance agreement prepared by Employer, Employee shall be paid the severance payments. Upon Employee accepting the full severance benefits or payments described herein, and to the extent not prohibited by law, Employee shall be deemed to have voluntarily 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 Employee's employment, including without limitation any rights, claims and interests set forth in this Agreement.

(c) Termination for Cause. The Executive Director may immediately terminate the Employee for cause (defined below) without any obligation to pay severance to Employee. In the event Employee is terminated for cause, the Executive Director shall notify Employee in writing of the grounds for his termination for cause and provide Employee with a reasonable opportunity to rebut the grounds within thirty (30) days after the date of termination. Failure by Employee to request such a rebuttal hearing in writing within five (5) days of the notice of termination for cause being sent to Employee shall bar any further action by Employee challenging such termination for cause. If the Executive Director determines to rescind her decision to terminate Employee for cause after such hearing, at her sole and absolute discretion, may reinstate the Employee with back pay of all salary and benefits accrued to and after the time of termination to the time of Employee's reinstatement, or may change the basis for termination of Employee's employment to "without cause" and provide severance benefits applicable to termination without cause set forth below, which Employee agrees to accept in such instance.

(d) Cause Grounds. 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 Executive Director, any act of disloyalty, or violation of any obligation in this Agreement or the provisions of the Personnel Policies after written notice of said breach and failure to cure the breach to the satisfaction of the Executive Director within ten (10) days;
- (3) Employee's failure to give timely notice of his election to terminate his employment and/or failure by Employee 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 Employee's ability to perform his duties and responsibilities as an Employee of Employer;
- (5) Excessive or addictive use of alcohol or the illegal use of controlled substances for non-medically prescribed purposes, including intoxication or drug abuse at the workplace;
- (6) Employee's death;
- (7) Termination of the employment relationship after Employee has tendered his resignation of employment.

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(e) No Severance Payments. Employee shall not be entitled to any severance pay or benefits in the event his employment is terminated for cause or Employee voluntarily resigns his employment

(f) Resignation by Employee. Should Employee at his discretion elect to voluntarily resign his employment and terminate this Agreement, he shall give the Executive Director 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 Employee set forth in this Agreement shall cease, this Agreement shall terminate, and Employee will not be entitled to any severance payment or benefits. The Executive Director may waive all or part of the 30 day work period requirement at her discretion.

12. INDEMNIFICATION

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

Employee agrees to indemnify, defend and hold Employer and its employees and agents harmless for any claims or liability arising out of Employee'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, Employee 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) Mediation. 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) Arbitration. In accordance with the Federal Arbitration Act. 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

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
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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) Supersede Prior Employment Agreement. The Parties agree that this Agreement replaces Employee’s prior employment agreement(s) with Employer and its predecessor.
- (b) Advice of Counsel. Employee represents that he has been advised to have independent counsel review this Agreement and that counsel for Employer is not providing and has not provided him with any advice with regard to any portion of this Agreement.
- (c) Joint Drafting. 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) Amendment. 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 the Executive Director and the Employee.
- (e) Severability. 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) Heirs and Successors. This Agreement shall be binding upon the Parties and their respective successors, assigns, heirs, and beneficiaries.
- (g) Notices. 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.,
Attention Executive Director,
P.O. Box 1112
Grass Valley, California 95945;

James Delcour

[insert address]

Each party may change its 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) Effect of Waiver. 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

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
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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) Authority. 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) Assignment Prohibited. 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) Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.
- (l) Counterparts. 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 Employee 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.

By: _____
Jamie Jones, Executive Director

EMPLOYEE:

James Delcour

**FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
EMPLOYMENT AGREEMENT – James Delcour**

EXHIBIT A



**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.

FIRE SAFE COUNCIL OF NEVADA COUNTY, INC.
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- 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



Fire Safe Council of Nevada County
 P.O. Box 1112 143 B Springhill Dr.
 Grass Valley, CA 95945
 Phone (530) 272-1122
 Fax (530) 648-1122
www.areyoufiresafe.com

**FSCNC Board of Directors'
 2021-2022 Directors' Nomination Slate
 2-year term beginning/ending in October annually**

Current Directors	Role	Current Term Ending
Donn Thane	Chairman	October 2021
Hank Weston	Member at Large	October 2021
Steve Eubanks	Member at Large	October 2021
Sue Hoek	County Board of Supervisors	October 2021
Heidi Hall, Alternate	County Board of Supervisors	October 2021
Dave Walker	Treasurer	October 2022
Eric Trygg	Member at Large	October 2022
Pete Williams	Member at Large	October 2022
Alan Doerr	GIS Specialist	October 2022
Terry McMahan	Fire Chief's Association	October 2022
Warren Knox	Secretary	October 2022

Director Nominations	Role	New Term Ending
Donn Thane	Chairman	10/2023
Hank Weston	Director	10/2023
Steve Eubanks	Director	10/2023
Sue Hoek	Director	10/2023
Heidi Hall	Director, Alternate	10/2023

Officer Appointments	Role	New Term Ending
Donn Thane	Chairman	10/2022
Pete Williams	Vice Chair	10/2022
Dave Walker	Treasurer	10/2022
Warren Knox	Secretary	10/2022



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**FSCNC Board of Directors'
2021-2022 Informational Listing of Agency Partner Designees**

Current Agency Partner Designees / Representing Organization

Gretchen Bennitt, Associate	Air Quality Management District
Gerry Martinez	Bureau of Land Management
Jason Schroeder	Bureau of Land Management
Lee Helgeson	Bureau of Land Management
Burns Brimhall	Bureau of Land Management
Brian Estes	CAL FIRE
Jim Mathias	CAL FIRE
Landon Hack	CAL FIRE
Matt Wallen	CAL FIRE
Scott Beesely	Coalition of FireWise Communities
Bob Long, Alternate	Coalition of FireWise Communities
Patrick Mason	Nevada County Consolidated Fire
Bobby Jacobs	Nevada County Sheriff's Department
Steve Monaghan	County of Nevada
Caleb Dardick	County of Nevada
Paul Cummings	County of Nevada, OES
Jenn Tamo	County of Nevada, OES
Cathe' Fish	Master Gardner
Joshua Robinson	TriCounties Bank
Jecobie Waters	US Forest Service

FIRE SAFE COUNCIL OF NEVADA COUNTY

BOARD ROSTER

As of 04/04/2021

POSITION	LAST	FIRST	CITY	PHONE	CELL	EMAIL	REPRESENTING/AFFILIATIONS
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	pacifctrac@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
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 Acronym List

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