

BOARD OF FIRE COMMISSIONERS

Marsha Berkbigler, Chair
Kitty Jung, Vice-Chair
Bob Lucey
Vaughn Hartung
Jeanne Herman

FIRE CHIEF

Charles A. Moore

ASSISTANT DISTRICT ATTORNEY

David Watts-Vial



Notice of Joint Meeting and Agenda

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT SIERRA FIRE PROTECTION DISTRICT

9:00 a.m.

Tuesday, May 19, 2015

**Washoe County Administrative Complex, Commission Chambers
1001 E. Ninth Street, Reno, Nevada**

NOTE: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later.

The Washoe County Commission Chambers is accessible to the disabled. If you require special arrangements for the meeting, call the Truckee Meadows Fire Protection District Office, 326-6000, 24-hours prior to the meeting.

Time Limits. Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to three minutes per person. Additionally, public comment of three minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

Forum Restrictions and Orderly Conduct of Business. The Board conducts the business of the District and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

Responses to Public Comments. The Board can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Board. However, responses from Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board will consider, the Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for staff action or to ask that a matter be listed on a future agenda. The Board may do this either during the public comment item or during the following item: “*Commissioners’/Chief’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda”.

Pursuant to NRS 241.020, the Agenda for the Board of Fire Commissioner Meetings has been posted at the following locations: Washoe County Administration Building (1001 E. 9th Street, Bldg. A), Washoe County Courthouse-District Court Administrator/Clerk of Court (75 Court Street), Washoe County Central Library (301 South Center Street) and Sparks Justice Court (1675 East Prater Way) and Truckee Meadows Fire Protection District's website at www.washoecounty.us/tmfpd

Support documentation for the items on the agenda, provided to the Board of Fire Commissioners is available to members of the public at the District's Admin Office (1001 E. 9th Street, Bldg. D, 2nd Floor, Reno, Nevada) Sandy Francis, Administrative Assistant I, phone (775) 328-6124 and on the Truckee Meadows Fire Protection District's website at www.washoecounty.us/tmfpd ; and <https://notice.nv.gov>.

All items numbered or lettered below are hereby designated **for possible action** as if the words "for possible action" were written next to each item (NRS 241.020). An item listed with asterisk (*) next to it is an item for which no action will be taken.

9:00am *1. Salute to the Flag

*2. Call to order/roll call for each entity.

*3. Public Comment - Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.

4. Consent Items:

- A. Approval of minutes from Board of Fire Commissioners meeting February 24, 2015 and March 24, 2015.
- B. Approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015.
- C. Discussion and possible adoption of a resolution authorizing overtime and portal to portal pay for Truckee Meadows Fire Protection District employees.

*5. Fire Chief Report:

- A) Report and discussion related to fire district operations
- B) Career Statistics' and Report for April 2015
- C) Volunteer Statistics' and Report for April 2015

- 6. Discussion and possible approval of a transition plan for Volunteer Fire Services and direct the Fire Chief to implement the plan.
- 7. Approve the FY 2015/16 Health Benefits Program for District employees, dependents and retirees at an estimated annual cost of \$1,617,461 and authorize the Chairman of the Board of Fire Commissioners to execute all insurance contracts and service agreements pertinent to the Health Benefits Program.
- 8. Discussion and possible direction to staff regarding topics for a possible concurrent meeting with the City of Reno and City of Sparks regarding fire merger.

9. Discussion and possible approval or modification of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators and an acceptance of the organizational chart as requested by Vice Chair Jung.

Public Hearing – Tentative Budget as well as possible changes to adoption of the Final Budget for Fiscal Year 2015-16 – Continued from Monday May 18th

The following agenda item #3 will be heard by the Washoe County Board of Commissioners who will convene solely as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District

10. Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2015-16.

The following agenda item #4 will be heard by the Washoe County Board of Commissioners who will convene solely as the Board of Fire Commissioners for the Sierra Fire Protection District.

11. Discussion and action on the Sierra Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2015-16.

End of Public Hearing

- *12. Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).
- *13. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.
14. Adjournment.

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

11:00 a.m.

FEBRUARY 24, 2015

PRESENT:

Marsha Berkbigler, Chair
Kitty Jung, Vice Chair
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

ABSENT:

Bob Lucey, Commissioner

The Board convened at 11:27 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

15-0024F AGENDA ITEM 2

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole."

Cathy Brandhorst spoke about matters of concern to herself.

15-0025F AGENDA ITEM 3

Agenda Subject: "Consent Items: None."

There was no public comment on this item.

15-0026F AGENDA ITEM 4

Agenda Subject: "Fire Chief Moore Report: A) Report and discussion related to fire district operations, B) Update on Fire Sprinkler requirements on homes, C) Volunteer Statistics and Report for January 2015, and D) Exploding Targets."

Fire Chief Charles Moore announced a new Type 1 Engine was put into service in Sun Valley yesterday. He said the District would be taking delivery of three new Type 3 Brush Engines this week, which would be outfitted with equipment prior to the start of the wildland fire season. He stated they would be put into service at the Cold Springs, the Sun Valley, and the Spanish Springs fire stations.

Chief Moore said regarding the land purchase for Station 14, the District had been having conversations with the County about whether or not to purchase the entire five acres or to purchase just the portion of the land needed for a community fire station and an ancillary building. He displayed a map showing the layout of the site at the corner of Foothill Drive and Broken Hill, which was placed on file with the Clerk. He said an architect was engaged to do a more specific site study to determine if the site could be developed to suit the District's needs. He noted the District had until about August 2015 to close on the land at a purchase price of approximately \$1.6 million for 3.36 acres. He said the intent was not to build immediately, but the District needed to acquire the land for a new station because Station 14 was surrounded by retail development, which made it difficult to get the fire trucks in and out of the station.

Chief Moore noted the volunteer report should indicate the volunteers responded to 56 incidents in the month of January, rather than the 36 stated in the report.

Chief Moore advised the requirements for fire sprinklers in homes were contained in the Fire Code, the County's Building Code, and were embedded in the Nevada Administrative Code (NAC).

Amy Ray, Fire Marshal, stated the State Fire Marshal's Office adopted the 2009 edition of the International Wildland-Urban Interface Code in 2010, which placed requirements into State law regarding mitigating for moderate, high, and extra-high hazard areas within the wildland-urban interface. She said the Building Department adopted Chapter 5, which required a conforming water supply and defensible space to determine the exterior construction elements. She stated the water supply could be in a tank, a manmade supply, or a natural supply. She said in 2013, the District adopted the Wildland-Urban Interface Code with amendments allowing a residential-sprinkler system, which tended to be less expensive, in lieu of the 30,000 gallon water tank or 30,000 gallons of stored water.

Fire Marshal Ray said a handout was prepared to help the community understand how things would work under the newly adopted Wildland-Urban Interface Code. She stated the first step was to determine the severity of the fire hazard, if the property had a conforming water supply, and if it met the defensible space requirements. She said the Building Department looked to the District to determine if the water supply was conforming and if the defensible space requirements were met. She said a conforming water supply allowed the property owner to decrease the residence's exterior construction elements, which included the siding and venting. She stated when the amendment package was done, the District's staff determined a residential-sprinkler system would allow a decrease in the exterior construction elements, would provide a

degree of safety, and would keep a fire from spreading to the wild land and from home-to-home in certain areas. She said the sprinkler system would also allow residents to evacuate if there was a fire within their home. She stated it was determined the conforming water supply requirement could be met by having a residential-sprinkler system.

Commissioner Herman said a lot of people were telling her that the fire sprinkler requirement put a big hardship on them because they did not want to live within city limits.

Commissioner Hartung felt the requirement was a little onerous, because having a sprinkler system in a small house could be difficult. He said he also had some concerns with respect to the house suffering potential damage if they did not use it year round and it was less than 5,000 square feet. He asked if there was empirical data indicating a house fire started a wild land fire in Washoe County. Fire Marshal Ray said it happened. Commissioner Hartung said he wanted to make sure it was not just somebody putting ashes outside. He stated he recognized the District's concern to have a safe community, but sometimes things could be taken to the extreme and could cause people to decide not to build a 1,800 square foot home due to having to spend an additional \$20,000 or more to put in some type of fire suppression system. He asked if there was a way this could be flexed if the home would be less than 5,000 square feet. He asked if a fire suppression was required in large barns. Fire Marshal Ray confirmed large barns were looked at on an individual basis, and took into consideration the size of the barn and whether there were living quarters. She said they were still required to meet the external construction elements and those elements were increased if the water supply requirement was not put on the barn. She said the Code required water for fire suppression, and the District was trying to ensure that requirement was met while causing the least amount of invasiveness.

Commissioner Hartung said there had been the assertion that Washoe County was the only county in Nevada that required the Code be followed for homes of less than 5,000 square feet. He asked how meeting the requirements were being achieved in Humboldt, Clark, or any other county. Fire Marshal Ray said the other counties fell under the same State law, and she did not know what else they did. She stated 10 jurisdictions were worked with to come up with a fairly consistent amendment package, which would ensure builders did not have to do one thing in one area and something else in another. Commissioner Hartung said his concern was people did not want to come to Washoe County because it was onerous to build something here, and not just because of the fire code regulations.

Chief Moore said a large conflagrating fire could happen externally through lightning, carelessness, or a car fire. He stated it would likely be a significant event for the District if there were winds. He said staff would have to research how many internally started structure fires spread to the wild land. He stated defensible space was used to prevent any single fire from becoming a catastrophic event. He said that strategy would mean the fire burned around the home and not through the property. He stated

another key element would be the choice of construction materials. He stated if there was a balance in requiring fire sprinkler systems, there would have to be requirements for defensible space and some mandated fire-resistant materials when homes were built in a high-hazard area for wild land fires. He stated California had gotten very aggressive with the requirements for this type of defense and might have mandated sprinkler systems. He said if the Board wanted to direct staff to look at this, he would be comfortable in looking at mandated defensible space in all cases and, with the help of the Building Official, in looking at exterior construction, such as the choices for roofs, gutters, and exterior decks.

Commissioner Hartung said no matter what kind of fire suppression was put in, when a huge wildfire swept through, it could burn a house down. He stated his point was people could not be protected from everything. He said his suggestion was about reaching a compromise so the requirements were not as onerous, and he thought defensible space was a great idea that should be enforced already. Chief Moore said it was already embedded in the Wildland-Urban Interface Code and was enforced. Commissioner Hartung felt the homeowners needed to take responsibility for maintaining their defensible space, because things grew over time, and the homeowners had the most to gain by protecting themselves. He hoped some type of compromise could be reached for homes of less than 5,000 square feet. Chief Moore said he was not sure how the State's side of the regulations could be dealt with, but that certainly could be addressed in the Building and Fire Codes.

Chair Berkbigler agreed Commissioner Hartung's point was valid regarding how the other counties were dealing with the regulation, but at some point government could not legislate against people doing something stupid. She stated clearly if something was mandated by federal law, then there was no way to work around it. She said other counties were working around the requirements, and the Board was asking staff to look at those areas to see what could be done to further the growth of homebuilding. She stated if it was so difficult for people to build a house in the country in Washoe County, they would go to another county to live. She agreed staff should see what could be done for homes of less than 5,000 square feet.

Commissioner Jung asked if the requirement was only for new structures being built in the defensible-space areas. Chief Moore replied it was. Commissioner Jung asked if there was a program to look at whether existing homes had defensible space. Fire Marshal Ray stated defensible-space requirements were in the Wildland-Urban Interface Code, which allowed the District to inspect a home to see if it had defensible space, but the construction elements and sprinkler systems came into play for new construction.

Commissioner Jung believed Sun Valley was a fire waiting to happen, and she never heard of the District going in and issuing cleanup notices. She asked how she could get that done. Fire Marshal Ray said the District's web site had a form, which was a request for a defensible-space inspection. She stated Sun Valley was considered to be a low-hazard area as delineated by the fire hazard maps and were not covered under the Wildland-Urban and Interface Code. Commissioner Jung asked if the District had any jurisdiction in a low-hazard area. Fire Marshal Ray said there were regulations for the

low-hazard areas. She stated the District did not knock on doors, but instead requested the public initiate the inspections if they felt there was an issue. She said an assessment was made to determine if it violated Code, and then a request for cleanup would be done based on that assessment.

Commissioner Jung asked if it was a mobile home or a manufactured home, was there any consideration of what the actual value of the home was and how much the sprinkler system would cost. Fire Marshal Ray replied the requirement was the same for all structures.

Commissioner Jung requested staff look at what the best practices were before bringing this item back to the Board. She asked if density and land-use patterns were looked at. Fire Marshal Ray said that was taken into consideration in the Wildland-Urban and Interface Code for defensible space practices.

Commissioner Jung asked how close the homes were to other homes in the instances being dealt with. Fire Marshal Ray said the regulations allowed for maintenance at 30, 50, or 100 feet, which depended on the property size. Commissioner Jung asked if those homes were that close to each other. Fire Marshal Ray said some were that close, and those individuals would have to work with their neighbors to accomplish the defensible space zone. She stated that did not always happen because they moved to the area to be by themselves.

Commissioner Jung asked in their professional opinion, should people be building homes in areas if they could not provide some form of water to fight a fire. Chief Moore advised four things were needed to put out a fire: tools and equipment, human resources, water, and access. He said water in Nevada was in short supply. He stated when one of those four things was missing, it would be unlikely that extinguishing a fire would be successful. He said with homes way out in the countryside, the goal might be to confine the fire to the structure of origin. He stated every fire was different and depended on the wind, construction, and a lot of other things; and the fire response was only one of the many things that determined the outcome. He said people should not be prohibited from building because they were in a remote rural part of Washoe County but, if they did not use the right construction, then the rest of the taxpayers would have to pay for the fire protection costs. He stated from a policy perspective, would it be reasonable for an individual not to do anything and then a fire started, which would leave the taxpayers on the hook for footing the bill. He said achieving a balance was difficult, but staff would go back and look for that balance.

Commissioner Jung said asking someone to put in a \$30,000 sprinkler system when they were putting in a \$90,000 manufactured home defied common sense, especially considering how bad water was for the interior of that type of home. She asked if there was any way there could be a policy to stop people from building out there unless they would sign off on investing in something that they would probably never get back and was against the manufacturer's warranty. She stated there had to be some give and take that did not disenfranchise the affected citizens, while not putting other citizens at

risk. She said she saw this occurring more often rather than less, and wondered if common sense could be incorporated rather than just saying no, which was not compassionate or realistic.

Commissioner Hartung said he would not argue that this would save the taxpayers millions of dollars, but that argument also assumed the fire would start in a new dwelling and not in an existing one. He suggested defaulting back to what the State said and then looking at structures of less than 5,000 square feet, which would put the County in a fairly safe place. He noted that Code already existed, and the whole countryside had not burned down. He said he appreciated the hard work the District did every day to protect everyone and they really did a great job. He explained the Board was not trying to usurp the District's authority, but was just trying to find a balance.

Commissioner Herman requested staff find out what the other counties were doing, because there had to be a way. She said she believed in defensible space and clearing 50 feet around every house might be easier and seemed to be the most sensible thing to do.

Chair Berkbigler added that she would be interested in looking at what other northern counties did that had similar topography to that in Washoe County. She stated she did not care what California did, because most of what was done in California we would not want to do in Nevada. She said even with the federal and state regulations, there must be some way to work something out for the County's constituents.

Chief Moore said regarding providing immediate help to the constituents looking to apply for building permits, Legal Counsel would need to help determine if there were any legal solutions available for immediate relief. He stated a solution, possibly in the form of an ordinance, could be brought back to the Board in the next few weeks.

Chair Berkbigler said the Board had the utmost respect for both the Chief and the Fire Marshal, and she appreciated that they were always willing to work with the Board to deal with constituent issues. Chief Moore said they appreciated the risk was never zero and had to be shared between the public and private sectors; and finding a balance was sometimes difficult.

Commissioner Herman said she understood the requirements came from Washington, D.C., but there had to be a way to figure out how to get around them. She knew the people who lived in the country did not want their houses to burn down any more than anyone in town did. She said they paid more in insurance because they were not near a fire department, but they moved there because they were responsible and they wanted their freedom. She stated she understood where everyone was coming from, but a way had to be found to resolve this issue.

In response to the call for public comment, Cathy Brandhorst spoke about fires and exploding targets.

Michael Berenbak asked what the timeline would be since he was currently building, but was at a standstill due to the exceptional expense involved. He said he brought some numbers to Fire Marshal Ray awhile back, and she said she did not know where he was getting his numbers from.

Thomas Daly said the Estates at Mt. Rose was the only community that had a community-wide protection plan thanks to the efforts of Chief Moore, Fire Marshal Ray, and the homeowners association. He said the Caughlin Ranch and Washoe Drive fires were Sagebrush fires; and 54 homes burned to the ground, 17 were seriously damaged, and two people lost their lives. He stated fires could start inside a home and burn outward or start outside and burn in, and sprinklers could work to solve both of those problems. He said residential systems were designed to protect someone's life, not their property. He stated he supported the Code as written and Chief Moore's efforts.

Chief Moore said this item was to provide information only and there were no staff recommendations. He stated he believed there was enough evidence showing exploding targets had the potential to start fires. He said they extinguished wild land fires where the person shooting the target admitted the target blew up when hit with the projectile and started the fire. He said this went back to personal responsibility and education, or going to the extreme of outlawing exploding targets.

Fire Marshal Ray said their Code Amendments outlawing the exploding targets were brought before the Board in 2013, but the Board removed that requirement. She stated the Cities of Reno and Sparks, Carson City, and the North Lyon County Fire Protection District banned exploding targets. She said the State Fire Marshal's Office considered exploding targets as an explosive element, which was against the Alcohol, Tobacco, and Firearm (ATF) regulations for the possession of explosives. She stated the Bureau of Land Management (BLM) was looking at their draft Resource Management Plan and Environmental Impact Statements (EISs) in which they wanted to prohibit exploding targets, which were generally outlawed on all public lands during the fire season.

Chair Berkbigler said she was not sure why this item was before the Board. Commissioner Jung said she requested it. She thought during Fire Marshal Ray's testimony in 2013 that exploding targets would be coming up for review again at the State (BLM) or federal level. Fire Marshal Ray replied there was the possibility of the BLM issue, and the State Fire Marshal's regulations for the adoption of the Fire Code were also getting ready to be reviewed by the Legislative Counsel Bureau (LCB). She said the Fire Code was adopted in December 2014, but that requirement was not put into it. Commissioner Jung asked if the State put exploding targets into the law, would the District have to follow that law. Fire Marshal Ray said they would.

Commissioner Jung said this was not an action item, but this issue had come up in Hungry Valley and the Peavine area, and was also a concern considering how dry the area had become. She felt when this issue was brought to the Board previously,

the Commissioners wanted to wait to see what the State did. She requested staff bring their recommendations to the Board when they were ready.

Commissioner Hartung said exploding targets were illegal by federal standards, but were they allowed on professionally managed shooting ranges. Fire Marshal Ray stated a couple of shooting ranges obtained associated licenses for doing different types of activities on their ranges. She said those ranges were not allowed to use exploding targets when the fire season was declared.

Commissioner Hartung said he agreed with Commissioner Jung that this needed to be revisited, and he discussed hearing explosions where he lived in the center of the Spanish Springs valley. He stated he was aware a few people would say their right to blow stuff up was being taken away, but it was time to have that discussion. He said if it occurred at a managed facility, he did not have a problem with that, but shooting them off in the middle of nowhere was disconcerting.

Chair Berkbigler advised most of the e-mails indicated people were shooting them on their own property in the country, which should be kept in mind when looking at crafting a policy. She realized it was a fire issue but, on some level, citizens should be allowed to do what they wanted on their own property.

In response to the call for public comment, Mitch Gerlinger said he designed steel firearms targets. He explained Tannerite was an oxygen robber, because it pulled in oxygen during the ignition process and prevented a fire from being ignited. He stated when this topic was brought up about a year and a half ago, the District was asked to work out a compromise with them, but they had not yet spoken with them about this. He requested the details regarding the fires that were reported to have been started by the exploding targets. He said the private land issue was a big one and, when he used Tannerite, he did it in a very responsible manner. He stated anytime he went shooting he had fire extinguishers and a shovel available, and he never did anything when it would be risky. He said he would like to continue this discussion in a formal or informal manner. He noted automatic weapons were legal in Nevada, as were the binary explosives. He said the binary explosives had to be prepared onsite and up to 50 pounds were permitted per individual per year.

Jim Monahan said he had been the manager of the Mustang Range, Fernley, Nevada, and dealt with Tannerite for 15 years and never had a problem. He said the county Fire Marshal came out to see if it was safe, and the Fire Marshal did not care whether it was used during fire season, but the Range voluntarily did not use it then. He said Tannerite was used because it was binary and, when it exploded, it created water vapor and drew oxygen out of the atmosphere. He agreed regulations were needed on some exploding targets, such as propane cylinders; but no matter what was done, 10 percent of the people would go out and do something stupid. He stated Tannerite was not banned by the ATF and it was shipped by UPS. He displayed a jar holding unmixed Tannerite. He noted once Tannerite was mixed, it had to be thrown out if not used. He

said it was a safe product and it did not create fires. A copy of the Tannerite instructional sheet and DVD were placed on file with the Clerk.

Chair Berkbigler asked staff to work with Mr. Gerlinger when looking at this issue, and to determine if there was a difference between binary and other types of exploding targets. She believed some type of regulation should be looked at, but she wanted to make sure the regulations would not create more problems than they would solve. Chief Moore replied he would work with Mr. Gerlinger. He mentioned he received an e-mail regarding exploding targets from John and Cathy Glatthar and a copy of the e-mail was placed on file with the Clerk.

There was no action taken.

15-0027F AGENDA ITEM 5

Agenda Subject: “Approve the retention of Eide Bailly LLP to assist with the preparation of the financial statements and perform independent audit services for Sierra Fire Protection District for fiscal year 2014/15 in an amount not to exceed \$21,750.”

This item was heard solely by the Board of Fire Commissioners for the Sierra Fire Protection District.

Fire Chief Charles Moore said Kafoury, Armstrong & Company merged into Eide Bailly LLP, so it was essentially it would be the same people doing the audit.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5 be approved.

15-0028F AGENDA ITEM 6

Agenda Subject: “Approve the retention of Eide Bailly LLP to assist with the preparation of the financial statements and perform independent audit services for Truckee Meadows Fire Protection District for the fiscal year 2014/15 in an amount not to exceed \$31,590.”

This item was heard solely by the Board of Fire Commissioners for the Truckee Meadows Fire Protection District.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6 be approved.

15-0029F AGENDA ITEM 7

Agenda Subject: “Commissioners’/Fire Chief Moore’s announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).”

Fire Chief Charles Moore said he understood he was to come back with more information about exploding targets and residential-fire sprinklers after researching what other counties adopted. He stated if the Board chose to direct staff to do something for the people who were immediately affected, he would ask Paul Lipparelli, Legal Counsel, to help him with that. Chair Berkbighler requested Chief Moore work with Mr. Lipparelli to see if there was a short-term solution, because some people were already in the middle of building.

Commissioner Hartung agreed and was hoping for some sort of solution for the fire sprinkler issue. He asked if there was some type of Director’s modification that could be applied, which would be just short of a variance. He said it seemed that due to the way the Code was written, we were bound by it; and issuing a variance would be breaking the County’s own rules.

Mr. Lipparelli believed the Chief was looking for direction on what the Board would like to see him bring back. He felt under this agenda item, there would not be the ability to talk much about the state of the existing Code and what remedies might exist to get around it. He also did not see other items on the agenda in which those kinds of things could be discussed, and he suggested putting that discussion on a future agenda. Chair Berkbighler agreed that was what she was asking for, but sooner rather than later.

Chief Moore said he would follow up with an e-mail update on the research he would do this week, and would let her know if there was a Director’s ability to make a decision outside of the strict interpretation of the Code.

There was no public comment on this item.

15-0030F AGENDA ITEM 8

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.”

Cathy Brandhorst spoke of things of interest to herself.

* * * * *

12:48 p.m. There being no further business to come before the Board, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Truckee Meadows Fire
Protection District and Sierra
Fire Protection District

ATTEST:

NANCY PARENT, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District and Sierra Fire
Protection District

*Minutes Prepared By:
Jan Frazzetta, Deputy County Clerk*

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

11:00 a.m.

MARCH 24, 2015

PRESENT:

Marsha Berkgigler, Chair
Kitty Jung, Vice Chair
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner
Bob Lucey, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 11:34 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

15-0033F AGENDA ITEM 2

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.”

Cathy Brandhorst spoke about problems at the Knitting Factory.

Cliff Low stated his support to hold Fire Board meetings on a different Tuesday than the regular County Commission meetings, which he thought was a great step towards perceptually separating Washoe County from the Fire Districts. He encouraged the County Commissioners to also consider hearing Proclamation and recognition items during regular County Commission meetings so there would be a Tuesday set aside just for the Fire Board meetings. He advised Board members to always refer to areas outside the cities of Reno and Sparks as the “unincorporated” County and said the Board should recognize the fiduciary duty they had to taxpayers who provided revenue for the Fire Districts. He provided plastic fire hats, which he said was a visible reminder that the Fire Districts were not the same as Washoe County.

15-0034F AGENDA ITEM 3

Agenda Subject: “Consent Items: None”

There were no consent items.

15-0035F AGENDA ITEM 4

Agenda Subject: “Fire Chief Report: A) Red Cross Smoke Detector Campaign, B) Report and discussion related to fire district operations; C) Volunteer Statistics’ and Report for February 2015.”

Fire Chief Charles Moore introduced Zanny Marsh, Executive Director of the Red Cross, and Mike Kramer, Volunteer Partner Disaster Program Manager. He thanked the Red Cross for the work they did to distribute smoke detectors and for installing 128 of them in Sun Valley homes that did not have them.

Ms. Marsh said the Red Cross was really a collaboration of employees and volunteers. She asked Mr. Kramer to speak about the distribution and installation of the smoke detectors.

Mr. Kramer thanked the Board and Chief Moore for the recognition on behalf of all the Red Cross staff. He said 22 percent of homes did not have smoke detectors and home fires accounted for 57 percent of fire related deaths. He said the Red Cross developed the home fire prevention program to decrease the number of home fire deaths by 50 percent and without collaborative partners, such as the Truckee Meadows Fire Protection District (TMFPD), they would not be able to do that. He said the Red Cross looked forward to continuing their efforts alongside the TMFPD.

Chair Berkbigler stated the Board appreciated their efforts.

Chief Moore said they had to leverage the help they received from partners like the Red Cross because it was impossible for his busy staff to go to every residence in the County. He said the Red Cross was a force multiplier and allowed the effort to reach homes that were most at risk. He said it was a proven statistic that people in homes with working smoke detectors were two times more likely to survive a home fire than those without and he thanked Ms. Marsh and Mr. Kramer for their partnership.

Chief Moore asked if the Board had any questions related to the report on Fire District operations. Chair Berkbigler stated it appeared there were none.

Chief Moore said Assembly Bill 333 (AB333), regarding the merger of the TMFPD and the Sierra Fire Protection District (SFPD), would be heard by the Legislature on the upcoming Thursday. He said if the bill passed it would increase financial efficiencies, streamline budget processes, and make Board meetings easier. He said it would take time for staff to develop a transition plan, which could take anywhere

from nine months to a year, but he anticipated the Fire Districts would be fully integrated by fiscal year 2016-17.

Commissioner Hartung asked what types of savings County citizens would enjoy due to the consolidation. Chief Moore said the County would no longer have to perform two audits. He stated the cost of the SFPD audit was \$22,000 and he thought that money could be used for other purposes, such as the installation of more smoke detectors. He did not see any reason for the existence of two Districts. He said it was hard to quantify the staff savings, but he estimated it would amount to about \$50,000. He said the process to develop two different budgets and figure out how to exchange money between them was very complicated. Commissioner Hartung asked if it would be reasonable to guess that savings could amount to somewhere between \$75,000 and \$100,000. Chief Moore said that would be reasonable.

Chief Moore talked about two individuals who suffered cardiac events and were saved due to the actions of both the District's paramedics and the Regional Emergency Services Authority (REMSA). He planned to bring crews from those events, as well as a crew from a past structure event, to a future meeting so he could introduce them to the Board.

Chief Moore noted the TMFPD meetings would be moved to the third meeting of the month starting on April 21st.

There was no action taken or public comment on this item.

15-0036F AGENDA ITEM 5

Agenda Subject: "Presentation, discussion and possible action to accept a presentation from the 2015 Kids Fire Camp Leadership Committee."

Fire Chief Charles Moore said the inaugural Kids Camp was a tremendous success. He introduced Mark Thyer, Truckee Meadows Fire Protection District (TMFPD) Fire Equipment Operator and member of the International Association of Fire Fighters (IAFF) Local No. 3895.

Mr. Thyer conducted a PowerPoint presentation. He stated the second annual Kids Fire Camp was scheduled for June 23rd through June 25th and would be held at Camp WeChMe in Galena Creek Park. He said the camp would consist of three days of training and competitions for kids between the ages of 11 and 14. He stated camp topics included CPR awareness, water safety, back country survival, physical fitness, firefighting and rescue techniques. He explained the instruction, mentoring and supervision was primarily provided by TMFPD volunteers and the goal was to create an environment where positive behaviors were promoted and kids were inspired to adhere to the same principles firefighters held themselves to. He said the Sheriff's Office also participated and even brought the RAVEN helicopter to last year's camp, which was a big hit with the kids. He stated the facility was provided by the County's Regional Parks

Department. He said the enrollment fee was \$99, but they tried to keep costs low by soliciting donations from the community. He stated the IAFF provided some scholarships and also made a financial contribution, which were funds that came from firefighter dues earmarked for community outreach. He said the TMFPD and the North Lake Tahoe Fire Protection District loaned some equipment to the camp, such as apparatus fire engines, a training tower, and some smaller equipment like hoses and tools. He described the organizational structure and said it was handled in the same way that the Fire District managed incidents, so they had a well-managed camp.

Mr. Thyer said the camp was meant as a mechanism for community outreach and to impact kids in a positive way by motivating, challenging, teaching, inspiring and empowering them. He stated the firefighters enjoyed the camp as much as the kids did and they all looked forward to going back. He said the opening ceremony would take place on June 23rd at 8:30 a.m. and the graduation ceremony would be held on June 25th at 4:00 p.m.

Commissioner Hartung asked what the \$99 enrollment fee paid for. Mr. Thyer explained there were certain costs they could not avoid, such as t-shirts, safety equipment, and food. He said the Firefighters Association would take care of any costs that went above and beyond fees collected.

Commissioner Lucey said he thought it was a fantastic program and he planned to attend the camp's opening and graduation ceremonies.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5 be accepted.

15-0037F AGENDA ITEM 6

Agenda Subject: "Approval of the Truckee Meadows Fire Protection District (TMFPD) Five Year Buyout of Workers' Compensation Claims for Fiscal Year 09-10 in the amount of \$275,316.30 per the Reno-TMFPD Interlocal Agreement."

Vicki Van Buren, Fiscal Officer for the Truckee Meadows Fire Protection District (TMFPD), read directly from the staff report regarding the background of the Reno-TMFPD Interlocal Agreement and the recommended buyout of the Workers Compensation claims for the fiscal year 2009-10. She said staff recommended approval of the buyout.

Commissioner Hartung asked if Ms. Van Buren would be coming back to the Board in the next year with a similar figure or if this would be the final request. Ms. Van Buren replied she would return next year with a request to buyout 2010-11 and then the following year to buyout 2011-12, which would conclude the District's liability with the exception of any heart and lung issues. Commissioner Hartung asked if heart and lung

issues were covered under any other policies, such as the Public Employees Retirement System (PERS). Ms. Van Buren replied she was unaware of any other coverage for those issues.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6 be approved.

15-0038F AGENDA ITEM 7

Agenda Subject: "Discussion and action on potential legislation regarding SB185, which would require the closest emergency fire-fighting vehicle to respond to and suppress a fire regardless of jurisdiction (Automatic Aid)."

Fire Chief Charles Moore talked about legislation that was proposed by Senator Kieckhefer and said he thought it was important the Board understood what the Truckee Meadows Fire Protection District's (TMFPD) obligations would be if the legislation was passed.

Chief Moore displayed a map which depicted the reported structure fires for 2013 and 2014 and fire station travel time. He explained many 911 callers could not tell if a fire was an actual structure fire, but if a fire was reported that way dispatchers had to send the appropriate response. Through an analysis of the data, he found only 35 to 36 percent of the structure fire calls made in 2013 and 2014 were actual structure fires. He calculated that during those two years, the TMFPD responded to 11 actual structure fires that were closer to a Reno fire station, which he did not find to be a significant burden.

Chief Moore said he also considered the issue from the Reno Fire Department's perspective and by his estimation the TMFPD was closer to 27 structure fires that the Reno Fire Department responded to during 2013 and 2014. He said it was pretty easy to see why there would be a difference since three of the District's fire stations were inside Reno's city limits. He mentioned TMFPD's Station No. 37 in Hidden Valley was literally 500 feet away from homes that were in the City of Reno and said it made sense to dispatch a crew from that station if there was a structure fire in one of those nearby homes.

Chief Moore said the Blue Ribbon Committee (BRC) found that the first step to creating regional fire services was to engage in automatic aid. He thought it would be difficult to form regional services if Reno and the TMFPD could not come to a consensus on financial, governance, operational and service level issues. He said it seemed logical for the City and the District to agree to limited automatic aid in areas where they knew they could help each other and it did not have to be complicated or difficult to manage. He said if the Board authorized him to testify in support of the legislation he would suggest to the Senate that this would be a good first step towards regionalization.

Chief Moore explained his analysis did not include brush fires, car fires or trash fires, but he did not think those types of fires were significant enough to affect the numbers he reported. He talked about the cost implications of automatic aid and said he believed the District's costs were static because he had to pay his firefighters and for fire engine maintenance and utilities whether they were responding to a call or not. He said there might be additional costs for fuel and broken equipment, but those could be addressed in any automatic aid agreement. He thought the agencies could come to an agreement if there was a hugely disproportionate quid pro quo, but he thought the numbers indicated the two agencies were closely matched and that neither agency would be over-responding. He urged the Board to consider their position on Senate Bill 185 (SB185) and to authorize him to give testimony at the Senate hearing.

Commissioner Hartung asked if Emergency Medical Services (EMS) would be part of the agreement. Chief Moore stated the language in the bill did not address EMS, but it also did not prevent the District from talking with the City of Reno or any of TMFPD's other partners about including EMS in the equation. Commissioner Hartung said he understood the situation the Chief mentioned earlier about the Hidden Valley fire station being so close to the City of Reno and he thought, in the event of a medical emergency, the Hidden Valley crew could respond faster than anyone else. He said he was sure the City of Reno would also be able to help the District, especially in the North Valleys.

Commissioner Lucey stated it was the Board's duty to maintain the health and safety of citizens. He noted the TMFPD offered a six month trial period to the City of Reno if the legislation passed and said it was his recommendation that the Board support SB185 because it got them moving down the right path.

Chair Berkbigler said she thought Senator Kieckhefer asked the Board to take a position on the bill and John Slaughter, County Manager, confirmed that he did.

Commissioner Hartung asked if there was a fiscal note on the bill. Chief Moore replied Reno's fiscal note indicated it would incur costs of \$1.8 million to provide automatic aid and he did not know how they arrived at that number. He wanted it to be clear that Reno's Fire Department was funded by City revenues and the District's Fire Department was funded by the County. He thought if it was determined there was a disproportionate response from one agency to another, it could be resolved at the end of each year; however, he did not think there would be any significant costs over and above what each agency paid to manage its department on a day-to-day basis.

On the call for public comment, Thomas Daly said he thought the bill was timely. He expressed concerns about brown-outs in the City of Reno and how that might create a disproportionate response from the District, but he thought it was up to the Chiefs to work out the details.

Cathy Brandhorst said firefighters were not responding to fires in a timely manner.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered to approve the District's support of SB185 and authorize the Fire Chief to testify at a hearing.

12:31 p.m. The Board remained convened as the Board of Fire Commissioners (BOFC) and convened as the Board of County Commissioners (BCC) for the following item only.

15-0039F AGENDA ITEM 8

Agenda Subject: "Supplemental presentation, discussion and possible action on the Blue Ribbon Committee Report on Regional Fire Service, a presentation on the history of the dissolution of the Interlocal Contract for fire, and a summary of TMFPD service levels."

Sarah Chvilicek, Blue Ribbon Committee (BRC) Chair, conducted a PowerPoint presentation regarding the BRC's supplemental report, which was placed on file with the Clerk. She explained the BRC was created in February of 2013 and for nine months they worked diligently to gather data, interpret information, discuss results, and make conclusions and recommendations regarding the most efficient and effective way to deliver fire services, emergency medical services (EMS), and transportation services.

Ms. Chvilicek said presentations were made by a number of agencies and they followed a specific outline which included the demographics and size of their District of area, the number of stations, the ratio of career staff to volunteer staff, what equipment they had available, how they were funded, and the agreements they had in place. She stated the BRC did not hear from the Reno Fire Department, the Sparks Fire Department, or the Airport Fire Department. She thought if they had received presentations from those agencies, they would have had a better perspective on the Greater Truckee Meadows and could have made more specific recommendations as to how regional fire services would be affected.

Ms. Chvilicek stated the BRC made nine key findings and identified some other miscellaneous issues, which were listed in the presentation. She said the Committee recognized opportunities for borderless response (automatic aid), to educate for fire adapted communities, to enhance code enforcement, to facilitate a public/private relationship with the Regional Emergency Medical Services Authority (REMSA), and to standardize response protocols. She said, in regards to automatic aid funding issues, the BRC recommended those to be addressed and "trued up" at the end of each fiscal year.

Ms. Chvilicek stated some of the challenges included issues such as labor costs and labor contract alignment, deferred maintenance, and tax equalization; however, turf, power and politics were the primary reasons for regionalization failures. She said the BRC's report provided four regional options and outlined the pros and cons of each of them. She said "consolidation via Interlocal Agreement" was one of the options, but

explained that was the cause for the negation of the Truckee Meadows Fire Protection District (TMFPD)/Reno Fire Department Agreement.

Ms. Chvilicek said the BRC strongly supported an independent regional fire department governed by an autonomous board. She said the County should lead the regional collaboration effort and pursue legislative remedies to Nevada Revised Statutes (NRS) 318 and 474. She said a true consolidation would include singular governance, a singular level of service and a single funding source.

Ms. Chvilicek said the Automatic Aid Agreement would be the first step in the path forward. She said the citizens did not care who governed the fire jurisdictions and they only cared about which fire engine responded first. She said governance had to be an independent elected Board because of turf, power and political issues and the goal would be to provide for the protection of the greater community and to maintain a borderless response. She said the service level should not be driven by crew size, but by governance, and a close review of current conditions would be necessary before contract negotiations for the combining of departments could begin.

Commissioner Lucey said he appreciated the presentation and it covered the information he was looking for.

Chief Moore said the economic realities of the recession caused a 25 percent reduction in revenues for the TMFPD and the Sierra Fire Protection District (SFPD), which affected their ability to balance expenditures with revenues and keep fire stations open. He said despite the financial constraints the District had to continue to provide capable Advanced Life Support (ALS) paramedic services to 911 callers and to handle structure fires. He said as much as the City of Reno and the TMFPD attempted to negotiate an agreement, those constraints were an impediment to moving forward with it in a sustainable way.

There was no public comment or motion on this item.

15-0040F AGENDA ITEM 9

Agenda Subject: "Acknowledge Receipt of Truckee Meadows Fire Protection District Emergency Medical Services Review from the Internal Audit Division to include responses from the Washoe County Health District and REMSA."

Alison Gordon, Internal Auditor, appeared to re-present the Truckee Meadows Fire Protection District (TMFPD) Emergency Medical Services (EMS) audit report. She said the report was first presented to the Board at the February 10th meeting and the Board requested she come back to a future meeting with an appearance by a representative of the Regional Emergency Medical Services Authority (REMSA).

Ms. Gordon said during fiscal year 2013-14 the TMFPD responded to 6,257 EMS calls and she estimated the cost for each response to be about \$2,582. She

reported the TMFPD assisted with patient care in REMSA ambulances 56 times between January 1, 2014 and June 30, 2014. She said on June 22nd, 1994, the District Board of Health approved to allow REMSA to maintain an ambulance unit within Wadsworth and to increase the County's ambulance bill by 5.3 percent, or \$27, to cover REMSA's cost to provide 24/7 service in that area. She said REMSA claimed Wadsworth call data for fiscal year 2013-14 was not available, but the Health District reported that REMSA responded to calls in Wadsworth three times. She said various other local emergency service providers responded to calls in Wadsworth a total of 215 times during that same time period. She stated in the first four months of fiscal year 2014-15 REMSA reported that they responded to 19 medical calls in Wadsworth, while other entities reported a total of 101 responses in that area. She reported REMSA had been collecting an additional \$27 for providing service to Wadsworth since May of 1994 and it was estimated that over the last 20 years they collected revenues amounting to about \$6.1 million. She said the audit included a review as to whether REMSA was providing any reimbursement to the County and/or other non-County providers of EMS services for medical supplies used and it was found they only reimbursed the District about \$852 of the \$15,421 they owed through November of 2014.

Commissioner Hartung asked about the method used to calculate the District's costs for EMS responses and said he wanted to ensure that number did not include the cost for fire responses. Ms. Gordon asked Scott Mayne, LSM Consulting Contractor, to answer the question because he assisted with the audit and performed the analysis. Mr. Mayne stated the EMS response costs were determined by looking at the average cost per call and there was no weighting applied to it. Commissioner Hartung asked if the 6,257 calls reported were only EMS calls and Mr. Mayne said yes.

Commissioner Hartung read an email from Aaron Abbott (from REMSA), which was attached to the end of the audit report. In the email Mr. Abbot asked for an incident number to complete a request for reimbursement to the TMFPD. Commissioner Hartung asked if the TMFPD assigned incident numbers to each call and Chief Moore confirmed that it did. He asked if that same number followed a patient through the system and if REMSA used that number as well. Chief Moore said he could not answer that question.

Chief Moore said he wanted to talk about the cost reimbursement issue. He read from paragraph 2.7 of REMSA's Franchise Agreement which stated REMSA would develop and offer a supply exchange reimbursement agreement to County and City fire services. He said, as far as he knew, REMSA had not provided such an agreement, so they had been operating without a defined method for submission and reimbursement. He said the issue could be resolved if REMSA would provide a proposed agreement for the Board's consideration.

Jim Gubbels, REMSA President, said the Board was provided with a detailed response from REMSA in regards to the TMFPD audit review. He said the audit contained some inaccuracies and misleading statements and the information he submitted was meant to clarify and correct them.

Mr. Gubbels said the Health Department asked REMSA to service the Wadsworth area because the District did not have a Mutual Aid Agreement in place with the Fernley Volunteer Fire Department. He said in 2010 REMSA entered into a Mutual Aid Agreement with the North Lyon Fire Protection District who had an Advanced Life Support (ALS) ambulance. He said the Pyramid Lake Paiute Tribe had also obtained a licensed ambulance and since 90 percent of Wadsworth homes were on Tribal lands, the Tribal ambulance was dispatched to those calls. He stated REMSA worked towards the establishment of a Mutual Aid Agreement with the Tribe; however the agreement was still being considered and Don Pelt, Paiute Tribe Emergency Response Coordinator, verbally indicated he would contact REMSA if the Tribal ambulance needed their assistance. He hoped REMSA could finalize a Mutual Aid Agreement with the Tribe in the future. He said REMSA would continue to post an ambulance in Wadsworth, but it would not be a 24-hour post like it was prior to 2010. He requested the Fire Board to direct the issue back to the District Board of Health because the Franchise Agreement was governed by that Board.

Mr. Gubbels stated REMSA entered into medical supply reimbursement agreements with Reno, Sparks and the TMFPD in 2013. He said the agreements indicated that the use of supplies would be monitored and documented for a four-month period of time and then the resulting data would be sent to REMSA. He claimed Reno and Sparks complied with the agreement, but the TMFPD only documented three of the four months. He said REMSA entered into additional agreements to pay Reno and Sparks a quarterly amount based on the history of their supply usage; however, REMSA was not able to complete the initial review process with the TMFPD. He said Chief Moore indicated he wanted to wait and see what his supply use would be, since the TMFPD was just starting up their paramedic stations, but the process was never completed. He suggested they reset the process and start the data collection process over now that the paramedic stations were in place. He said he could not write a check unless there was some kind of audit process.

Mr. Gubbels said REMSA staff reviewed the audit report with Ms. Gordon and Vicki Van Buren, TMFPD Senior Accountant. He stated, in regards to the \$27 increase, the percentage collected by REMSA was misrepresented. He said the graph which was provided to the Board showed the fee rate was .55 cents on the dollar during good times, but was currently .36 cents on the dollar. He said that fact should be considered along with the increased cost to deliver services to the region. He said REMSA had 16 ambulances and 40 staff members in 1994 as compared to the current level of 38 ambulances and 92 staff members. He thought Ms. Gordon had much better information after she met with REMSA staff.

Mr. Gubbels stated REMSA wanted to build a cooperative transport and productive working relationship with the TMFPD. He said a lot of steps had been taken in the past two years, but the work needed to continue. He explained REMSA had a resolution process for complaints and concerns and he thought they should be addressed at the lowest level, between the two agencies, instead of at the Fire District Board. He said if no solution was found at the lower level, then it should go to the Health

Department's EMS staff so they could take a look at the problem from both sides. He requested the Board to direct its questions and concerns to Chief Moore so REMSA and the TMFPD would have the opportunity to work together to address them. He stated REMSA always wanted to be available to answer the Board's questions, but unless they were notified otherwise, they assumed they were not needed at the Fire Board's meetings. He asked the Board to agendaize any questions they had so REMSA would have a heads up and could respond.

Commissioner Jung asked Mr. Gubbels if he could provide information about where the money they collected for transportation fees was and to whom they reported those funds. Mr. Gubbels replied the money was reported to the Board of Health. Commissioner Jung said since REMSA was no longer providing a static ambulance in Wadsworth, as was agreed upon in the Franchise Agreement, she wanted to know what REMSA was doing with the money it collected. Mr. Gubbels stated the money went back into the overall system and Commissioner Jung asked if he could prove it. Mr. Gubbels responded he could because, as the community grew, REMSA added additional ambulances. Commissioner Jung asked if all of REMSA's 38 ambulances were statically placed somewhere. Mr. Gubbels responded the number fluctuated, but due to their system status plan they currently had 17 or 18 on the streets. Commissioner Jung asked if REMSA's 92 employees held full-time equivalent positions and Mr. Gubbels said they did.

Commissioner Jung asked if the District Board of Health approved the Mutual Aid Agreements REMSA had with the North Lyon Firefighters, the Fernley Volunteer Firefighters, and the Tribal EMS providers. Mr. Gubbels replied the Board of Health was aware of the agreements, but did not approve them. He said the Franchise Agreement stated REMSA could not subsidize other entities, which was why the Agreements were for mutual aid. Commissioner Jung stated she was trying to figure out how REMSA had the legal ability to make side agreements when they had a sole-vendor agreement with the County. She said the Mutual Aid Agreements should have been considered by the Board of Health because REMSA was no longer complying with the Franchise Agreement. She said she did not think anyone was providing any oversight and that REMSA was not being transparent.

Commissioner Jung asked Mr. Gubbels who decided the TMFPD did not comply with the supply reimbursement process. Mr. Gubbels said REMSA entered into an agreement with the TMFPD and it was signed by Chief Moore. Commissioner Jung questioned Chief Moore's authority to sign such an agreement and said REMSA did not inform the Board the TMFPD was out of compliance. She thought the vendor/vendee relationship was backwards and that REMSA was telling the governing bodies what to do rather than the other way around. She said she wanted the County's attorney and the attorney for the Board of Health to weigh in on the matter. She said she thought these types of issues should be worked out at a lower level and if they could not be resolved they should be considered by the EMS Oversight Board. She said EMS Oversight Board recommendations should go to the Board of Health for review because they were

ultimately in charge of the Franchise Agreement. She remarked the current process was inefficient, bad for relationships and very frustrating.

Commissioner Hartung stated that REMSA had not provided a static ambulance in Wadsworth since 2010. He said he also knew the North Lyon Fire Department indicated they did not have a Mutual Aid Agreement with REMSA. Mr. Gubbels replied the Mutual Aid Agreement was attached to the backup he provided to the Board and that the Agreement allowed the other agency to decline a mutual aid request from REMSA. Commissioner Hartung said the North Lyon Fire Department had limited resources so he thought they would always decline such a request.

Commissioner Hartung stated REMSA was requiring the TMFPD to provide incident numbers in order to document supply items used to treat patients before the arrival of a REMSA ambulance and he wanted to know if that incident number followed each patient through the system. Mr. Gubbels said it did not, but he hoped the anticipated upgrade to the Washoe County dispatch services would present the opportunity to merge TMFPD identifiers with REMSA's. Commissioner Hartung said he was frustrated with the whole system and he wanted the County Manager to be a part of the conversations between Chief Moore and Mr. Gubbels going forward.

Commissioner Jung thought that was an appropriate suggestion because, even though the Manager had no authority over Chief Moore, he sat on the EMS Oversight Board. She stated she wanted to see evidence of all the Mutual Aid Agreements REMSA had with other entities, an auditing process to show where the extra money was that they collected since 2010, and information about how many ambulances were posted at static locations. Mr. Gubbels replied he could provide the Board with the System Status Plan. Commissioner Jung said she would like to see that information submitted to the Board of Health.

Kevin Dick, District Health Officer, clarified that REMSA's new Franchise Agreement allowed the Board of Health to require more information from them. He stated the audit had been conducted during the transition from the old Franchise Agreement to the new one and some of the information was not available during that period of time, but the Board of Health had better data now. He said the new Agreement also provided for oversight of the reimbursement of funds from REMSA to the TMFPD and the Board of Health would investigate the matter at Chief Moore's request.

Chair Berkbigler declared she met with Mr. Gubbels and had expressed her concerns about the money REMSA collected for servicing Wadsworth. She said she had concerns about taxpayer money being utilized to pay for services REMSA was supposed to provide and the fact that the money was not being reimbursed was a problem that Chief Moore and Mr. Gubbels needed to fix.

Commissioner Hartung talked about a records request that Ms. Gordon made and wondered why the Fire Board had to utilize the Freedom of Information Act in order to obtain information from the Board of Health. Mr. Dick replied he did not think

that was an accurate characterization of what occurred. He said Mr. Mayne submitted a public records request to obtain information that the Health District did not have and did not have the authority to require under the old Franchise Agreement with REMSA. He said he asked the auditors to request the information directly from REMSA and to come back to him if they did not get what they were looking for. He said one of the reasons the Health District put so much work into developing the new Franchise Agreement was to improve the ability to provide oversight. Commissioner Hartung said he was frustrated. He stated elected officials had a duty to account for taxpayer money and he did not know why the data had not been collected all along. Mr. Dick said he shared the Board's frustration.

Chair Berkbigler said she knew the Board sounded frustrated but that was because they were getting a lot of feedback from concerned constituents.

Commissioner Lucey said the citizens in his District were concerned that REMSA failed to respond to a number of calls and response time was poor. He thought data and patient identifiers should be standardized throughout the system. He stated it seemed each agency was taking a position of wanting to do things their own way and he found that frustrating. He wanted to know if there was an estimated timeframe for the update to dispatch services. Mr. Gubbels responded the computer aided dispatch interface (CAD-to-CAD) was a huge project and things were still being finalized. He said the Health District was working to determine a timeline. Commissioner Lucey thought the project should be a number one priority for both REMSA and the TMFPD.

Mr. Gubbels said he had a letter to give to the Board and it was placed on file with the Clerk. He said, since 2012, REMSA continually tried to improve communications, but they kept running into roadblocks. He said REMSA proposed to place an 800 MHz radio with their dispatch service to better communicate with the fire departments and it had been approved by the Fire Chiefs, so that was in the process of being finalized. He stated the Regional Oversight Board was working to collect regional data; however, they had only been up and running for six months. Commissioner Lucey replied he was more concerned about data standardization. He urged Mr. Gubbels and Chief Moore to get together on that issue.

Commissioner Hartung asked if the new CAD system was going to provide for two-way communication. Mr. Gubbels said it would be a true CAD-to-CAD connection. He said they currently had three Public Safety Answering Points (PSAPs), including one in Reno, Sparks and Washoe County. He said the Tri-Data report recommended the entities institute a virtual-to-virtual communication system and the CAD-to-CAD system would accomplish that.

Commissioner Lucey moved to acknowledge the receipt of the Truckee Meadows Fire Protection District Emergency Medical Services (EMS) Review from the Internal Audit Division to include responses from the County Health District and REMSA; and for the report to go to the EMS Oversight Board for review.

Commissioner Hartung did not think the motion included direction to the County Manager to work with Chief Moore and Mr. Gubbels. Paul Lipparelli, Legal Counsel, said the agenda item contemplated acknowledgement of the audit review and Commissioner Lucey's motion was consistent with that. He said if the Board wanted to change or set policy it could do so at a future meeting. Commissioner Hartung wondered if it was beyond the Fire Board's ability to give direction to its Fire Chief to work with Mr. Gubbels. Mr. Lipparelli replied that almost every agenda item implicitly included the ability of the public body to give direction to staff because the Board could only act through its staff, so in his view directing staff was permissible. However, he said if the Board was ready to give new direction, establish a new policy, or chart a new course, it might want to do so very clearly and expressly in a future agenda item. Commissioner Hartung asked if the Board could direct staff to come back with a future agenda item and also direct the Fire Chief to come back to them with more information without including it in the motion. Mr. Lipparelli stated he would expect it to be associated with the motion. He said he wanted to clarify that point because the agenda item did not inform the public that the Fire Board was going to be recommending changes in its relationship with other emergency service providers or other regional partners. He said directing the Fire Chief to deliver a report or come back at a later time with more information was appropriate, but he cautioned the Board to be careful about making a policy statement when it was not on the agenda.

Commissioner Lucey amended his motion to acknowledge the receipt of the Truckee Meadows Fire Protection District Emergency Medical Services (EMS) Review from the Internal Audit Division to include responses from the County Health District and REMSA; and to direct staff to pass the information on to the EMS Oversight Board; and to further review the item on a future agenda. The motion was seconded by Commissioner Jung. On call for the question, the motion was passed on a vote of 5-0.

There was no response to the call for public comment.

15-0041F AGENDA ITEM 10

Agenda Subject: "Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220."

There was no closed session.

15-0042F AGENDA ITEM 11

Agenda Subject: "Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item)."

Fire Chief Charles Moore said the issue regarding exploding targets was still being researched and he hoped to bring that information to the Board in April. He said the issue regarding the requirement for fire sprinklers in homes had been resolved.

He thought people now understood they did not need to install fire sprinklers unless their homes were greater than 5,000 square feet. He said it was his intent to codify that with an Ordinance and with the Board's permission he would bring that item back to the Board in May.

Commissioner Herman stated she wanted the Board to be aware that the Red Rock Volunteer Fire Department made some corrections to data that was provided at the last meeting. Chief Moore said he would look at the data and make sure the corrections were noted. Nancy Parent, County Clerk, stated she received a copy of the documented corrections from Commissioner Herman and she would provide a copy to Chief Moore.

Commissioner Lucey stated he personally supported Assembly Bill 333 (AB333).

Commissioner Jung wondered if Chief Moore would meet with her and Chair Berkbigler to discuss a process to create a more efficient agenda for more businesslike meetings.

Chair Berkbigler said she would be happy to attend that type of meeting.

15-0043F AGENDA ITEM 12

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole."

Cathy Brandhorst spoke about items of concern to herself.

Jim Gubbels, President Regional Emergency Medical Services Authority (REMSA), said Nancy Parent, County Clerk, requested that he state that the letter he referred to and submitted earlier was a history of what REMSA had done to try to improve communications. The letter was placed on file with the Clerk.

Scott Huntley, District Fire Chief North Lyon County Fire Protection District, confirmed there was a Mutual Aid Agreement between REMSA and his District. He said it was a reciprocal arrangement in which either agency would respond if it was available to do so. He said he did not think an automatic aid agreement would be as equitable. He said his crew often responded to Wadsworth and he thought patient care was an important aspect of what they provided. He said his District was definitely interested in helping the TMFPD.

* * * * *

1:55 p.m. There being no further business to come before the Board, on motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, the meeting was adjourned.

MARSHA BERKBIGLER, Chair
Truckee Meadows Fire
Protection District and Sierra
Fire Protection District

ATTEST:

NANCY PARENT, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District and Sierra Fire
Protection District

*Minutes Prepared By:
Cathy Smith, Deputy County Clerk*



**WASHOE COUNTY
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**



STAFF REPORT

**Board of Fire Commissioner Meeting Date: May 19, 2015
Board of County Commissioner Meeting Date: May 12, 2015**

CM/ACM _____
Finance VV/
Legal SW/
Risk Mgt. ST
HR N/A

DATE: April 27, 2014

TO: Board of County Commissioners and
Truckee Meadows Fire Protection District Board of Fire Commissioners

FROM: Charles A. Moore, Fire Chief
Phone: 775-328-6123 Email: cmoore@tmfpd.us
Chuck Allen, Sheriff
Phone: 775-328-3010 Email: Callen@washoecounty.us

SUBJECT: Approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015.
(All Commission Districts)

SUMMARY

Approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015.

Strategic Objective supported by this item: *Safe, Secure and Healthy Communities*

PREVIOUS ACTION

On April 22, 2014 the Board of County Commissioners and the Board of Fire Commissioners approved and accepted a renewal of the 2014 Annual Operating Plan with the inclusion of the Sheriff's RAVEN helicopter program.

On April 23, 2013 the Board of Fire Commissioners approved and accepted a renewal of the 2013 Annual Operating Plan.

On June 26, 2012 the Board of Fire Commissioners approved and accepted a five (5) year Cooperative Agreement with a corresponding Annual Operating agreement that subsequently require the Annual Operating Agreements be renewed annually for the U.S. Forest Service - Humboldt Toiyabe National Forest.

BACKGROUND

The Annual Operating Plans outlines common expectations, operating protocols, reimbursement rates and shared responsibilities, mutual and automatic aid parameters during wildland fires involving the TMFPD and the above mentioned agencies.

By including Washoe County RAVEN, a much needed resource, into this Annual Operating Plan, it gives RAVEN the ability to fly over Federal Lands benefitting the region as a whole.

Acceptance of the Annual Operating plans will continue the practice of sharing critical resources in a timely and cost efficient manner and providing our citizens with the high level of service they have come to expect from the District.

FISCAL IMPACT

Should there be any costs related to exceeding the time threshold and or the need to enter into cost share agreements, there is sufficient budget authority within the TMFPD approved 2015/16 budget under Emergency funds.

RECOMMENDATION

Staff recommends that the Approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015.

POSSIBLE MOTION

Should the Board agree with the staff's recommendation, a possible motion could be:

"I move to approve an Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff's RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015."

2015
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
U.S. FOREST SERVICE – HUMBOLDT-TOIYABE NATIONAL FOREST
and
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

I. IDENTIFICATION

This operating plan is between the Humboldt-Toiyabe National Forest, hereinafter called USFS, and the Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District, which has consolidated into the former, hereinafter called DISTRICT.

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Fire Protection Agreement # 12-FI-11041701-064 (herein after called the Agreement) between the Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District and the Humboldt-Toiyabe National Forest dated 5/18/2012. This plan shall be attached to and become part of the Agreement upon signature of all parties, and shall be reviewed annually not later than March 30. Upon annual review of AOP if District and USFS agree no changes are necessary a letter, signed and dated by both parties documenting that decision, will be issued by USFS to the District. In addition a copy of this letter will be placed in the "official" agreement file located at the USFS Supervisor's Office.

III. PURPOSE

This operating plan provides the officers and employees of the agencies guidelines and information necessary to properly execute the terms of the Agreement.

IV. DEFINITIONS AND DESCRIPTIONS

A. Protection Units

The Direct Protection Areas (DPA) of the following units are covered by this plan:

1. Humboldt-Toiyabe National Forest, Carson Ranger District
2. Truckee Meadows and Sierra Fire Protection districts

B. Direct Protection Areas:

Each agency assumes the responsibility to directly provide adequate fire protection services to the lands of the other agency.

C. Protection Area:

The agencies agree to exchange maps of the protection districts.

The District is primarily responsible for suppression of structural fires and wildland type fires occurring on any private, or County Lands within the boundaries of both the Truckee Meadows and Sierra Fire Protection districts.

USFS is primarily responsible for suppression of wildland fires within the protection boundaries of the Humboldt-Toiyabe National Forests, Carson Ranger District and lands identified as Direct Protection Area (DPA) lands under the California Cooperative Fire Protection Agreement.

USFS will not assume the protection or suppression responsibility for wildland/urban interface lands that are the legal jurisdiction of another entity (State, Tribal, County, local, or property holder) unless the county, or local government entity assumes the lead responsibility for structural protection.

D. Mutual Dispatch Areas (MDAs):

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched.

E. Mutual Aid

It is understood that the mission and intent of both Parties is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to both Parties to jointly take action as necessary to achieve this mission and intent. All ground resources may be considered mutual aid for up to 24 hours. The Mutual Aid period is defined as follows: the 24 hour period following the initial dispatch of suppression resources. All assistance beyond this 24 hour period may be considered assistance by hire, and will be billed retroactively for the full period from the time of initial dispatch. Mutual aid shall be provided within the limits of local resources. Defined as resources within the local dispatch center's area of responsibility, however, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.

F. Assistance by Hire

1. Hand crews are considered assistance by hire
2. All resources provided by District for suppression activities on USFS jurisdiction fires during the "off season" will be considered assistance by hire. This period is defined as the period of time that the USFS does not normally have its initial attack engine resources staffed. This is usually between October 15th and May 15th.

3. All aviation resources are considered assistance by hire. Responding chief officers shall determine the need for aircraft support on behalf of their own jurisdictional lands. No department or agency will pay for aircraft cost dispatched on another department's or agency's initial attack/ CAD run unless specifically requested by the threatened agency or department. Once unified command is in place, the threat will be determined by the unified commanders. Responses to false alarms or resources canceled en route will not be billable

G. RAVEN HELICOPTER PROGRAM:

1. The Washoe County Sheriff's Department Raven Helicopter Program may be utilized on US Forest Service jurisdictional lands pursuant to Washoe County's consent signature at the end hereof and pursuant to the terms and conditions of this AOP, the Agreement governing this AOP, DISTRICT's interlocal agreement with Washoe County and Forest Service Annual Letter of Authorization. USFS and the County Sheriff will coordinate directly with one another the use of said helicopter program.
2. Aircraft and aircraft services provided by County Sheriff's Department Raven Helicopter Program shall be furnished consistent with the operating standards prescribed in the USDA Forest Service, FSM 5713.43 in as well as Interagency Helicopter Operation Guide.
3. County Sheriff's Department Raven Helicopter Program will annually provide a written request to the Humboldt-Toiyabe National Forest Supervisors Office for approval and carding of aircraft which will be accomplished through the USDA Forest Service, Intermountain Region aviation personnel. The request will include a listing of the aircraft and pilots that to be inspected.
4. USDA Forest Service, Intermountain Region aviation personnel will annually issue a letter listing the approved County Sheriff's Department Raven Helicopter Program personnel and aircraft that has meet standards. A copy of this letter will be carried aboard all approved aircraft and made available upon request. It will be the responsibility of the USFS using agency to ensure that only personnel and aircraft that have been approved by Intermountain regional aviation personnel are utilized.
5. Dispatching and flight following of County Sheriff's Department Raven Helicopter will be in accordance with FSM 5700 and will be dispatched by the local agency dispatch center (County Sheriff). Requests for Raven assistance on a Forest Service incident will come from the Federal Dispatch center to the Local Dispatch Center. The Local Dispatch Center will notify the Federal Dispatch Center of the aircraft being dispatched. In the notification will be the aircraft tail number, location of incident, pilot and crew, hours of fuel, and radio frequency. Off -forest dispatches, other than the Humboldt-Toiyabe NF will require notification of the Forest Duty Officer to ensure the response is to a Forest Service incident.
6. Reimbursement (Clause F.3) for the use of County Sheriff's Department Raven Helicopter will be accomplished utilizing form FS-122, Aircraft Use Report, and payment procedures prescribed by the FSM in Attachment 3. All flight time recorded on the Hobbs meter will be documented on form FS-122. Non-revenue flights will be noted "Not for payment purposes" in the remarks section. The USFS will only pay for actual flight hours as reflected in the rates. USFS will not pay for stand-by or extended hours. County Sheriff's

Department Raven Helicopter Department flight personnel shall fill out the FS-122. Once processed by County Finance Section, the FS-122 will be forwarded to the Forest Supervisors Office for review and completion. Rates are posted in Section V part 6 of this AOP.

H. Cost Sharing: On multi-jurisdictional incidents and or incidents that threaten to burn across direct protection boundaries, the parties agree to jointly develop a cost share agreement which details a fair distribution of financial responsibilities as described in the Cooperative Fire Protection agreement.

I. Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The other Parties law enforcement and/or fire investigation personnel may assist the lead agency in making those assessments. Consequently, at the outset of the investigation of multi-jurisdictional fires, the lead agency must invite the other Parties enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused.

For all fire trespass matters, both Parties will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. An estimate of these costs shall be provided to the lead agency within 180 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

V. PROTECTION ORGANIZATION & RATES

A. USFS and DISTRICT

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the responding personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions; however mileage will be reimbursed at the rate indicated in the rate schedule.
4. Vehicles costs are generally figured "wet." If fuel, oil, etc. are provided to another agency's "wet" vehicles, those charges are billable.
5. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply at the location of the incident or RON while in travel status

B. County Fire Suppression Raven Helicopter

Flight Hours: \$1,754.47

Fuel Truck \$1.00 per mile from Stead Air Base

Fuel Truck Driver – Holiday \$37.00 per base hour, \$55.00 per hour (OT)

Helicopter Manager-- Holiday \$37.00 per base hour, \$55.00 per hour (OT)

VI. DISTRICT'S PLAN

2015 BILLING RATES

All Rates based on actual cost to the Fire Protection District. Billed rates may be different than the rate quoted in this document.

APPARATUS RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- Structure Engine - Type I \$187.33/hr
- Brush Engine - Type III \$151.43/hr
- Water Tender \$117.23/hr
- Patrol Truck – Type VI \$93.86/hr
- Rescue \$75.00/hr
- Heavy Rescue \$175.00/hr
- Air Truck \$142.00/hr
- Fuel Truck \$75.00/hr
- Water Rescue Unit w/Boats \$75.00/hr
- Hazmat Unit \$212.50/hr
- Heavy Mechanic Truck \$118.00/hr

SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

County or Fire District Owned Vehicles:

- Command Vehicle \$96.00/day plus 57.5 cents per mile
- SUV/Pickup (1/2 ton and below) \$86.00/day plus 57.5 cents per mile
- Pickup (¾ ton & above) \$96.00/day plus 57.5 cents per mile

- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle 57.5 cents per mile
- Masticator \$65.00/hr
- Ambulance \$112.33/hr

PERSONNEL RATES

Rates shown are for regular, overtime and callback overtime and will be billed portal to portal for the person assigned to the incident. Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

40 Hour Rate	Regular	OT	CB OT
Chief	95.84	N/A	N/A
Deputy Fire Chief	96.79	99.04	138.57
Fire Marshal	74.46	82.36	105.09
Battalion Chief	85.84	87.30	122.15
Fire Prevention Specialist	52.50	56.53	72.14
Logistics Captain	66.96	67.05	93.82
Fire Mechanic	44.05	50.74	64.74
Training Captain	68.78	69.00	96.55

56 Hour Rate	Regular	OT	CB OT
Battalion Chief	61.32	62.36	87.26
Training Captain	44.95	44.81	62.70
Captain	44.95	44.81	62.70
Operator	40.39	39.92	55.86
Paramedic	38.28	37.66	52.70
Firefighter	34.77	33.90	47.44

BILLING ADDRESS

Truckee Meadows/Sierra Fire Protection District
 PO Box 11130
 1001 E. Ninth Street
 Reno, NV 89520-0027

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

CONTACT INFORMATION

Charles A. Moore, Fire Chief
(775) 328-6123 Mobile (775) 313-8903

Tim Leighton, Deputy Fire Chief
(775) 328-6125 Mobile (775) 315-6649

Administrative Office
(775) 326-6000 Fax (775) 326-6003

STATION LOCATIONS

Career Stations

Station #13 – 10575 Silver Lake Rd., Stead,
Station #14 – 12300 Old Virginia Rd., Reno
Station #15 – 110 Quartz Ln., Sun Valley
Station #16 – 1240 East Lake Blvd., Washoe Valley
Station #17 – 500 Rockwell Blvd., Spanish Spring
Station #18 – 3680 Diamond Peak Dr., Cold Springs
Station #30 – 3905 Old Hwy 395, Washoe Valley
Station #35 – 10201 W. 4th St., Mogul
Station #36 – 13500 Thomas Creek Rd., Reno
Station #37 – 3255 W. Hidden Valley Dr., Reno
Station #39 – 4000 Joy Lake Rd., Reno

Volunteer Stations

VFD #220 – 3405 White Lake Pkwy., Cold Springs
VFD #221 – 11525 Red Rock Rd., Silver Lake
VFD #223 – 130 Nectar St., Lemmon Valley
VFD #225 – 400 Stampmill Dr., Wadsworth
VFD #227 – 3010 Lakeshore Blvd., Washoe Valley
VFD #229 – 6015 Ironwood Rd., Palomino Valley
VFD #237 – 23006 US 395 A, Pleasant Valley
VFD #301 – 345 Bellevue Rd., Washoe Valley
VFD #321 – 250 South Ave., Cold Springs
VFD #331 – 11005 Longview Ln., Reno
VFD #351 – 165 Bridge St., Verdi
VFD #381 – 16255 Mt. Rose Hwy., Reno

VII. USFS RATE SCHEDULE

Rates based on actual cost to government personnel rates per 2015 Work Plan for Carson Ranger District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

<u>EQUIPMENT</u>	<u>BASE PAY PER HOUR</u>	<u>OVERTIME RATE PER HOUR</u>
Brush Engine – Type IV (Staffed with Capt. plus 4 personnel rates)	\$150.00/hr	\$225.00/hr
SUV	\$0.30/mi	
Pick Up	\$0.35/mi	
Engine Type IV	\$1.50/mi	\$29.00/hr for pump
Engine Type VI	\$0.52/mi	\$70.00/hr for pump
<u>PERSONNEL</u>		
Division Chief Officer	\$48.00/hr	\$72.00/hr
Battalion Chief Officer	\$38.00/hr	\$57.00/hr
Fire Operation Specialist	\$39.00/hr	\$59.00/hr

VIII. MAPS

The following items should be shown on each map:

1. Protection Boundary
2. Protection Unit Facilities

IX. OPERATING PROCEDURES

A. Notification and Reports

1. Fires occurring on or threatening lands inside the boundaries of TMFPD or SFPD will be reported immediately to Washoe County Dispatch, phone 9-1-1 or 775-785-4252.
2. Fires occurring on or threatening lands of federal ownership inside the boundaries of the USFS will be reported immediately to the SFIDC Dispatcher, telephone 775-883-3535. On Call after hour numbers are; 775-721-0312 and 775-230-4782.
3. The initial fire report will include, if available, the following information: location, present size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.
4. Once unified command is established SFIDC (Minden), if staffed, will become the single point ordering contact point and servicing Dispatch Center for the wildland incident.

X. SHARING OF COMMUNICATIONS SYSTEMS AND FREQUENCIES

Each agency that is a signatory to this operating plan is permitted to use the cooperator's frequencies during emergency activities or training to contact resources of the cooperator or in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of a command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of federal Frequencies between 162.000 and 174.000 is permitted in "Narrowband band" mode only.

Federal frequencies per this Plan:

<u>RX</u>	<u>TX</u>	<u>USE</u>
169.875	169.875	FOREST NET/SIMPLEX
169.875	170.475	FOREST NET/ REPEATER
169.975	169.975	2 ND FOREST NET/LEVIATHAN/SIMPLEX
169.975	171.425	2 ND FOREST NET/LEVIATHAN/REPEATER
168.200	168.200	Crew Net (tac)

HTF REPEATER TONES

Tones	Frequency	Name
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins
4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory

DISTRICT frequencies per this plan:

<u>RX</u>	<u>TX</u>	<u>USE</u>
158.745	159.390	TM Repeater
158.745	158.745	TM Local
158.880	158.880	TM VHF Tac 1
158.940	158.940	TM VHF Tac 2

DISTRICT REPEATER TONES

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

XI. PERSONAL PROTECTIVE EQUIPMENT

USFS may loan District personal protective equipment required for wildland fire suppression. All equipment loaned must be documented on an AD-107 "Report of Transfer or Other Disposition or Construction of Property" and FS 6400-6 "Property Use Notice". Such property

will remain the property of the U.S. Government and shall be returned to USFS at the end of the fire season.

XII. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire problem in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

B. Information and Education:

1. Joint Press Releases:

Protection units should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.

2. Smokey Bear Program:

Protecting units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

3. Local Education Program:

The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.

4. Fire Prevention Signs:

Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.

XIII. GENERAL PROVISIONS:

A. Local Fire Team

Participation of District fire resources is encouraged on area and national IMT's and as single resources. All District team Members will have approval of the Fire Chief or his designee prior to any assignment. Payment of personnel will be in accordance with attached addendum of approved rates.

B. Updating of Plan:

All units will meet at least annually prior to March 30, to review the entire Operating Plan and update it as necessary.

C. Interagency Training:

Interagency training activities can be mutually beneficial and units are encouraged to:

1. Participate in shared local level training at each other's facilities on an on-going basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
3. Department agrees to adhere to NWCG 310-1 training standards when assigned to a federal incident outside their jurisdictional area.

D. Agency Personnel Policies:

It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment and will adhere to the IIBMH guidelines when assigned to Federal incidents.

E. Claims:

Except as otherwise provided in the Master Agreement, all parties to this agreement may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section to ensure proper documentation and investigation.

Should parties to this agreement not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an IMT or agency, it should contact the appropriate agency's administration offices.

XIV. STAFFING PLAN Anticipated Deployment Period: May 16th thru October 14th

IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District as of the last date of signature.

Concurrence:

WILLIAM A. DUNKELBERGER,
Forest Supervisor
Humboldt-Toiyabe National Forest

Date _____

MICHAEL WILDE
Carson District Fire Management Officer
Humboldt-Toiyabe National Forest

Date _____

DEBBIE LYNCH
Usda Forest Service
Grants Management Specialist

Date _____

CHARLES A. MOORE
Fire Chief
Truckee Meadows Fire Protection District

Date _____

Marsha Berkbigler
Chair, Board of Fire Commissioners
Truckee Meadows Fire Protection District

Date _____

Attest to:

County Clerk

Date _____

WASHOE COUNTY, on behalf of its Sheriff Department, does hereby acknowledge and consent to the terms and conditions set forth above concerning its RAVEN Helicopter program.

Marsha Berkbigler
Chair, Washoe County Board of Commissioners

Date _____

Attest to:

County Clerk

Date _____

Exhibit A



United States
Department of
Agriculture

Forest
Service

Intermountain Region

324 25th Street
Ogden, UT 84401
801-625-5605

File Code: 5710

Date: June 20, 2014

Ralph Caldwell
Sergeant
Washoe County Sheriff
911 Parr Blvd.
Reno, NV 89512

Dear Sergeant Caldwell:

Office of Aviation Services (OAS) personnel conducted a review of the Washoe County Sheriff Aviation Program (Raven) in May of 2014. The review revealed no discrepancies or areas of concern relating to safety, training, maintenance, or operational capability of the Aviation Unit.

In accordance with interagency agreements, the Aviation Unit (Raven) will have the authority to perform reconnaissance/surveillance, fire suppression retardant/water delivery, and transport Interagency Fire Crews during initial attack missions when commercial contracted helicopters are not at the incident.

In order to promote safe and effective helicopter operations, the Interagency Helicopter Operations Guide (IHOG) will be complied with during all wild land firefighting operations.

When commercial contracted helicopters are available at an incident, the authorization to transport interagency fire crews is **NOT AUTHORIZED**. During large complex assignments where critical resources are not available, the Incident Commander, the Washoe County Sheriff, Fire Management Officer (FMO), and the Intermountain Regional Aviation Officer must provide approval for transport of Interagency Fire Crews.

This letter of approval is in compliance with USDA Forest Service, FSM 5713.43, documenting that the Washoe County Sheriff aircraft and pilots listed below are comparable to contract aircraft and pilots in providing a level of safety and mission effectiveness.

AUTHORIZED ROTARY WING AIRCRAFT

N911NV

SN 70-2457

AUTHORIZED HELICOPTER PILOTS

Douglas V Russell

Certificate: 2541574

Joseph P Baumann

Certificate: 2761976



Caring for the Land and Serving People

Printed on Recycled Paper



Exhibit A (cont.)

AUTHORIZED SPECIAL MISSIONS FOR HELICOPTER PILOTS

Fire Suppression

Water Delivery

Mountain Flying

Reconnaissance/Surveillance

Interagency Fire Crew Transport

A copy of this letter of authorization will be carried in all aircraft listed above.

This letter of authorization expires June 30, 2015.

Questions concerning this letter of authorization should be directed to Mitch Mignano at 801-620-1890 (office), or 801-745-7867 (cell), or Shannon Hall at 801-620-1880 (office), or 801-391-2798 (cell).

Sincerely,

/s/ Susan A. Stewart

SUSAN A. STEWART
Director, Fire and Aviation Management

cc: Susan A Stewart
Elizabeth W Lund
Mitchell Mignano
Kevin Bailey
Brent W Campbell
Shannon Hall
Loren D Walker



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 19, 2015

CM/ACM _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: May 5, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible adoption of a resolution authorizing overtime and portal to portal pay for Truckee Meadows Fire Protection District employees. (All Commission Districts)

SUMMARY

This item is Discussion and possible adoption of a resolution authorizing overtime and portal to portal pay for Truckee Meadows Fire Protection District (TMFPD) employees.

Strategic Objective supported by this item: *Safe, Secure and Healthy Communities*

PREVIOUS ACTION

None

BACKGROUND

Each year the Fire District completes a salary survey with the California Governor's Office of Emergency Services (OES). This salary survey ensures that the District is properly reimbursed for any mutual aid provided through the OES system. New for 2015, OES is requiring documentation that shows how District personnel are paid. This resolution reaffirms how our personnel are currently compensated and will provide OES with the documentation that they have requested.

TMFPD has a long history of providing mutual aid. This includes mutual aid into the State of California under our existing federal agreements as well as through the California OES system.

The current California Fire Assistance Agreement (CFAA) defines the terms of response and reimbursement for state or federal incidents by local government fire agencies through the California Fire and Rescue Mutual Aid System. The California OES Fire and Rescue Division administers the agreement, including generating invoices on behalf of local government for fire and emergency assistance provided under the terms and conditions of the agreement. Section A-8.2 of the 2015 CFAA, requires any agency seeking reimbursement of personnel for more than actual hours worked on the incident to file an MOU/MOA or Governing Body Resolution or equivalent document to indicate how personnel will be paid.

The proposed resolution affirms how our personnel are currently compensated while on a mutual aid assignment, and meets the requirements for reimbursement through OES. The reimbursement covers

the personnel while they are assigned to the incident as well as covers the overtime cost for covering those personnel while they are on duty but away from the District.

FISCAL IMPACT

There is sufficient budget authority within the TMFPD approved 2015/16 budget under Emergency funds for any costs related to mutual aid/Cost share agreements.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners approve to adopt a resolution authorizing overtime and portal to portal pay for Truckee Meadows Fire Protection District employees.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to approve to adopt a resolution authorizing overtime and portal to portal pay for Truckee Meadows Fire Protection District employees."

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

RESOLUTION AUTHORIZING OVERTIME AND PORTAL TO PORTAL PAY FOR EMPLOYEES

WHEREAS, the Truckee Meadows Fire Protection District Fire Department is a public agency located in the County of Washoe, State of Nevada, and

WHEREAS, it is the Truckee Meadows Fire Protection District' desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the Truckee Meadows Fire Protection District Fire Department has in its employ, Fire department response personnel to include: Deputy Fire Chief, Battalion Chief, Training Captain, Fire Captain, Equipment Operator, Firefighter/Paramedic, Firefighter; and

WHEREAS, the Truckee Meadows Fire Protection District will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the Truckee Meadows Fire Protection District will compensate its employees overtime in accordance with their current Labor Agreement while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the Truckee Meadows Fire Protection District Fire Department provides mutual aid in accordance with the California Fire Assistance Agreement, and said agreement provides for reimbursement to the District in the amount expended in connection thereto; and

WHEREAS, the California Governor's Office of Emergency Services has requested documentation regarding the District's payment of Truckee Meadows Fire Protection District's personnel with respect to wages earned during the course of an assignment obligated by the agreement.

NOW THEREFORE BE IT RESOLVED that the conditions set forth in this resolution, as stated above, take effect upon adoption by the Truckee Meadows Fire Protection District Board.

PASSED, APPROVED AND ADOPTED this 19th day of May 2015.

Marsha Berkbighler, Chair

AYES: _____

NAYES: _____

ABSENT: _____

ATTEST:

Nancy Parent, Washoe County Clerk



MEMORANDUM

May 7, 2015

To: Board of Fire Commissioners
Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: Fire Chief's Report for May 2015

Attached are statistical summaries for career and volunteer operations and training for the month of April 2015.

Other reports are as follows:

1. The Board directed me to put into place additional water conservation measures in addition to measures I reported last month. I have asked staff to suggest other measures. Here is what staff will put into place:
 - Hydrant flushing is prohibited until advised by TMWA.
 - Washing of station truck aprons and bay floors is prohibited except to remove excessive mud and dirt as necessary. When water is needed, the area will be initially swept.
 - Training evolutions requiring water flow will be prohibited.
 - Station irrigation systems will be dialed back 10% and shut off following any significant rain.
 - Washing fire engines will occur as necessary using trigger sprayers.
2. Last month, I reported that Lake Tahoe was 3 feet below the natural rim. That measure was incorrect. I failed to add the gage height to the gage datum of 6,220 feet above sea level as reported on the USGS website. The gage height on April 21, 2015 should have been reported with an additional 2.75 feet. Therefore, the level of Lake Tahoe was approximately 3 inches below the natural rim and not 3 feet. (Please see the table on the following page)

ELEVATIONS OF INTEREST AT LAKE TAHOE (U.S. Bureau of Reclamation datum)	
Description	Elevation (ft)
Maximum legal limit	6,229.1
Natural rim of lake	6,223
Gage Datum	6,220
Note: Current lake elevation = 6,220 + Current gage height (see below)	

❖ April 21, 2015 – add 2.75 feet. (gage height)

3. For the period of January to April 2015 – Ninety-eight (98) Volunteers have documented 2042 hours of training. The second quarter volunteer training coordination meeting was held on May 6th. Staff is planning an Emergency Medical Responder course in the near future. A newer model Type III brush engine was delivered to Palomino Valley on May 4th; Driver and pump training will commence immediately.
4. On April 30th, Fire Prevention Staff and I met with Montreux Homeowners to discuss wildfire risks and offer assistance with the development of a CWPP. I met with Saint James Village Homeowners on Monday May 4th and an open house is planned for June 6th at the Joy Lake Station for the Galena Forest Community. Staff is emphasizing the need to register cell phones for Code Red Alerts.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

April 2015

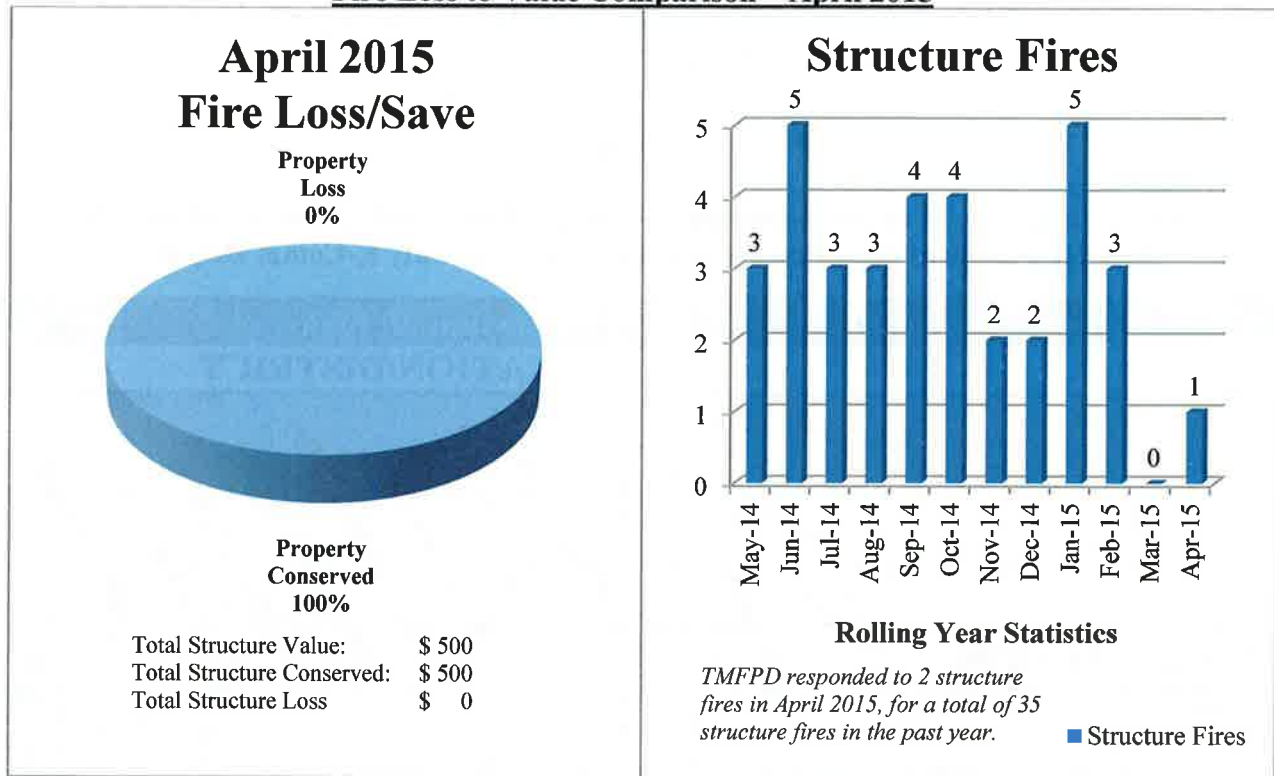
The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

Monthly Call Volume by Station & Type													
INCIDENT TYPE	STATION/DISTRICT												
	13- Stead	14- Damonte Ranch	15- Sun Valley	16- E. Washoe Valley	17- Spanish Springs	18- Cold Springs	30- W. Washoe Valley	35- Verdi/Caughlin	36- Arrowcreek	37- Hidden Valley	39- Galena Forest	Other	TOTAL
Structure Fire					1								1
Wildland Fire			1					1					2
Vehicle/Trash/Other Fire			3		1	1				1			6
Emergency Medical Services	42	26	133	16	96	43	6	13	29	15	1		420
Motor Vehicle Accident	5	3	16		5	3	1		1	3	1	1	39
Rescue													0
Haz-Mat/Hazardous Condition	3	3		1				1	1	1			10
Public Assist	6	4	12		5	2		2	3	1			35
Good Intent Call	9	1	19	1	16	4	2	1	3	10	4		70
Activated Fire Alarm		3	5		5	5		4	2				24
Severe Weather Related												1	1
Other													0
APRIL 2015 TOTAL	65	40	189	18	129	58	9	22	39	31	6	2	608
APRIL 2014 TOTAL	68	47	171	31	110	44	5	34	32	46	16	11	615

In the month of April, 2015 the TMFPD responded to 608 incidents, for a cumulative total of 8,123 incidents in the past twelve months.

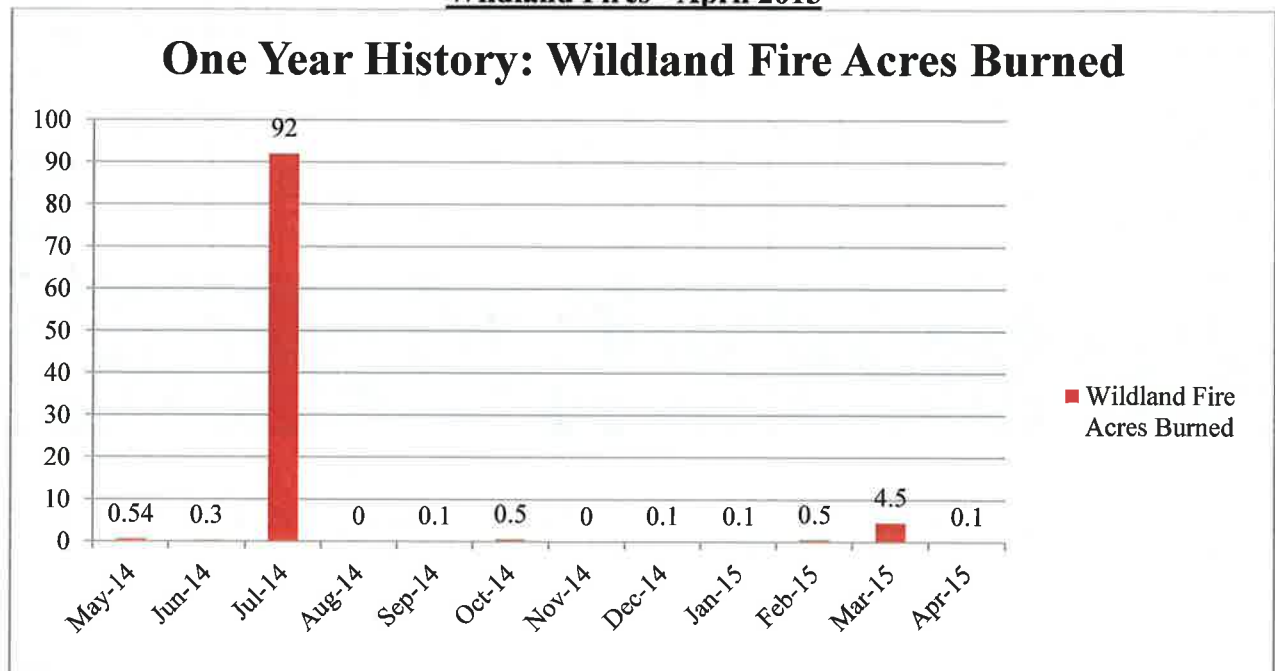
AGENDA ITEM # 5B

Fire Loss to Value Comparison – April 2015



**Includes incidents only in Truckee Meadows Fire Protection District. Mutual Aid and Automatic Aid calls are excluded from this graph.*

Wildland Fires - April 2015



In the month of April 2015, .1 acres were burned. As of April 30, 2015, 98.74 acres burned in the past twelve months.

Mutual Aid Given and Received - April 2015

Mutual Aid Given & Received by Department		
DEPARTMENT	AID GIVEN	AID RECEIVED
Bureau of Land Management	0	0
Carson City FD	1	0
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	1
North Lyon County FPD	0	0
Pyramid Lake Fire	0	0
Reno FD	0	0
Reno/Sparks Indian Colony	0	0
Sierra County, CA	1	0
Sparks FD	3	4
Storey County FPD	0	3
Truckee Fire, CA	0	0
US Forest Service	0	0
TOTAL	5	8

The TMFPD received aid **8** times from neighboring agencies and provided aid **8** times based on NFIRS reporting standards. Additional responses to/from the TMFPD may have occurred but did not meet the NFIRS definitions for automatic or mutual aid. Only incidents where representatives from two or more entities are on scene together qualify as aid given or received by an agency. When one entity handles an incident for another jurisdiction without assistance, the incident is not classified as auto/mutual aid according to NFIRS, and neither are responses where one entity cancels its response prior to arriving at the incident.

SIGNIFICANT INCIDENTS

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

Station by Commission District		
Station	District	Commissioner
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5	Herman
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2	Lucey
Station 39 – Galena Forest	2	Lucey

Stations are predominantly within the Commissioner's District as listed above.

Incidents:

Technical Rescue – Station 37 (Hidden Valley); I-80 Eastbound Commissioner District 5

On April 4th at 04:13 hours crews were dispatched to a vehicle over the side with possible extrication required. Multiple locations were given by the reporting parties and an extensive search was conducted prior to locating the vehicle. The vehicle was located 1 mile west of the Patrick exit on I-80 eastbound, where it had rolled several times over a steep embankment. One patient was ejected from the vehicle. No extrication was needed, however crews set up a light tower and a technical rope rescue was required in order to bring the victims from the vehicle to the ambulance. TMFPD performed the rescue operation with assistance from NHP and WCSO. The patient who had been ejected from the vehicle was packaged to a backboard and loaded into the stokes basket, where she was hauled up from the scene and transferred to the ambulance. The other patient was able to walk from the site of the accident to the ambulance.

2 TM Engines, 1 TM Heavy Rescue, 1 Training Captain and 1 Battalion Chief responded to this incident.

**Wildland Fire – Station 35 (Mogul); I-80 at Floriston Exit
Commissioner District 5
Automatic Aid Given to Sierra County**

On April 20th at 17:32 hours, crews responded to a wildland fire off of I-80 Eastbound in Sierra County near the County line. Upon arrival crews found a single tree lightning strike resulting in a small ground fire. Crews hiked approximately 300 feet with hand tools and a chainsaw and constructed a handline around the fire. Cal Fire, Truckee Fire, and Verdi VFD arrived on scene and began working the fire with hand tools and bladder bags. TMFPD and Verdi VFD were released during the mop up phase of the fire.

1 TM Brush Truck, 1 Verdi VFD Brush Truck, 1 Cal Fire Brush Truck, and 1 Truckee Fire Brush Truck responded to this incident.

Training

- Traffic Management Training at Sparks FD
- RT-130 Annual Wildland Fire Safety Refresher
- Fire Shelter Refresher
- EMS Training: Obstetrical Emergencies
- EMS Training: Patient Assessment
- Medical Marijuana Establishments
- Communicable Disease Body Isolation Kits
- Hosted three nights of training for Volunteer RT-130 Annual Wildland Fire Safety Refresher at the RPSTC

Accomplishments

- Falling Recertification
- Annual Hose Testing
- VFD Hose Testing
- Completed Swim Testing
- Communicable Disease Body Isolation Kits
- Hosted Ride-Alongs for 15 EMT Students from TMCC
- Station 17 (Spanish Springs) hosted a station tour for Girl Scouts/Brownies
- Station 17 (Spanish Springs) hosted a station tour for 50 elementary school students

- Station 18 (Cold Springs) hosted a station tour for students
- Medic 30 Orientation
- Conducted a public CPR class in Caughlin Ranch
- MDT/ Dispatch upgrade and conversion
- New Hire Academy with Carson City and North Lyon

Recognition of Noteworthy Actions

- Several Truckee Meadows Firefighters participated in the Spring Forward for Autism 5k and fun run at UNR's Mackay Stadium, hosted by the JustIn Hope Foundation.



VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

April 2015

The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

Monthly Call Volume by Station & Type													
STATION/DISTRICT													
VOLUNTEER RESPONSE: INCIDENT TYPE	220 - 321- Cold Springs VFD	221-Silver Lake VFD	223 - Lemmon Valley VFD	227 - South Valleys VFD	229 - Palomino Valley	237 - South Valleys VFD	240 - Red Rock VFD	242 - Gerlach VFD	301 - South Valleys VFD	331 - Peavine VFD	351 - Verdi VFD	381 - Galena VFD	TOTAL
Structure Fire													0
Wildland Fire										1			1
Vehicle/Trash/Other Fire													0
Emergency Medical Services	1		2		3	3				2			11
Motor Vehicle Accident													0
Rescue													0
HazMat/Hazardous Condition				1						1			2
Public Assist									1				1
Good Intent Call			1				1	1					3
Activated Fire Alarm													0
Severe Weather Related		1		1	1		1	1	1				6
Other													0
APRIL 2015 TOTAL	1	1	0	3	1	2	3	3	2	3	5	0	24

In the month of April, 2015 the Truckee Meadows Volunteers responded to 24 incidents.

SIGNIFICANT INCIDENTS

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

Incidents:

Wildland Fire – Station 35 (Mogul); I-80 at Floriston Exit Commissioner District 5 Automatic Aid given to Sierra County

On April 20th at 17:32 hours, crews responded to a wildland fire off of I-80 Eastbound in Sierra County near the County line. Upon arrival crews found a single tree lightning strike resulting in a small ground fire. Crews hiked approximately 300 feet with hand tools and a chainsaw and constructed a handline around the fire. Cal Fire, Truckee Fire, and Verdi VFD arrived on scene and began working the fire with hand tools and bladder bags. TMFPD and Verdi VFD were released during the mop up phase of the fire.

1 TM Brush Truck, 1 Verdi VFD Brush Truck, 1 Cal Fire Brush Truck, and 1 Truckee Fire Brush Truck responded to this incident.

TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Cold Springs VFD	CECBEMS Cardiac Emergencies Basic	1	1	1
	CECBEMS Obstetrical Emergencies Basic	1	1	1
	CECBEMS Patient Assessment Advanced	1	1	1
	Communicable Disease Body Isolation Kits	2	0.5	1
	Training and pump testing on E-220 and B-220 at Station 220.	6	2	12
	Set up for vehicle extrication exercise.	5	2	10
	Station maintenance at Station 321.	2	2	4
	April business meeting and potluck at Station 321.	5	2	10
	Fire Shelters	2	1	2
	Measles Review	1	0.5	0.5
	NFPA 1001 Fire Detection, Alarm & Suppression Systems	1	1	1
	NFPA 1001 Loss Control	1	1	1
	NFPA 1500 Confined Space Entry	1	1	1
	NFPA 1500 Respiratory Protection	1	1	1
	Recording Company Training	1	0.25	0.25
	RT-130	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	2	2	4
	The First Responder's Role in Fire Investigation	1	0.5	0.5
	Volunteer PPE Inspection	3	1	3
Cold Springs Total				70.25
Galena VFD	Fire Shelters	5	1	5
	Infection Control Test-2015	1	0.5	0.5
	Measles Review	2	0.5	1
	NFPA 1021 Pre-Incident Planning	1	1	1
	NFPA 1500 Respiratory Protection	1	1	1
	Recording Company Training	1	0.25	0.25
	RT-130	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2	2	4

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Galena VFD, Cont'd	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
	The First Responder's Role in Fire Investigation	1	0.5	0.5
Galena VFD				27.25
Gerlach VFD	CECBEMS Pediatric Assessment	1	1	1
Gerlach VFD Total				1
Lemmon Valley VFD	Communicable Disease Body Isolation Kits	2	0.5	1
	Fire Shelter Practical	1	3	3
	NFPA 1500 Respiratory Protection	1	1	1
	RT-130	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	3	2	6
	The First Responder's Role in Fire Investigation	1	0.5	0.5
	Volunteer PPE Inspection	1	1	1
Lemmon Valley VFD Total				36.5
Palomino Valley VFD	1.3.3 TMFPD Code of Conduct	1	0.25	0.25
	Fire Shelter Practical	4	1	4
	NFPA 1001 Loss Control	1	1	1
	RT-130	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
	TargetSolutions User Overview Video	1	0.25	0.25
Palomino Valley VFD Total				19.5
Peavine VFD	CECBEMS Pharmacology Basic	1	1	1
	Communicable Disease Body Isolation Kits	2	0.5	1

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Peavine VFD, Cont'd	Attended mandatory RT 130 refresher - shelter training	10	2	20
	Performed a 1.5 mile hike with hose packs, upon returning to station performed a progressive hose lay (dry) using 8 wildland packs, surrounding station 331.	8	2	16
	Trained on repacking the 8 hose packs used in previous weeks training	7	2	14
	WENT OVER CHAPTER 18 LOSS CONTROL IN THE CLASSROOM	1	4	4
	WENT OVER TACTICAL VENTILATION, AND SALVAGE COVERS. DID 3 DIFFERENT VENTILATION STATION, USING A CHAINSAW TO VENT FLAT, AND PITCHED ROOFS. ALSO WENT OVER FOLDING AND DEPLOYING SALVAGE COVERS.	1	9	9
	With B 331 & T 331, practiced mobile attack in vacant field at North Virginia and Trail Drive	7	2	14
	With B 331 & Tender 331, practiced mobile attack in the vacant field @ North Virginia and Trail Drive	5	2	10
	Ebola Infection Control	1	0.5	0.5
	Fire Shelter Practical	6	2	12
	HAZMAT OPERATIONS REFRESHER	1	1	1
	Lock-Out / Tag-Out	1	1	1
	Measles Review	1	0.5	0.5
	NFPA 1021 Pre-Incident Planning	2	1	2
	NFPA 1500 Respiratory Protection	5	1	5
	RT-130	5	2	10
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	8	2	16
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	5	2	10
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	5	2	10
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	5	2	10
	The First Responder's Role in Fire Investigation	1	0.5	0.5
Peavine VFD Total				167.5
Red Rock VFD	CECBEMS Infectious Disease Control	1	1	1
	Communicable Disease Body Isolation Kits	2	0.5	1
	Fire Shelters	5	1	5
	NFPA 1500 Respiratory Protection	1	1	1
	RT-130	6	2	12

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Red Rock VFD, Cont'd	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	6	2	12
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	4	2	8
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	4	2	8
	TargetSolutions User Overview Video	1	0.25	0.25
	The First Responder's Role in Fire Investigation	1	0.5	0.5
Red Rock VFD Total				54.75
Silver Lake VFD	Communicable Disease Body Isolation Kits	3	1	3
	Prep for hose testing on T221, testing hose - all past 5 minute time and pressure, rolled all hose tested and packed on tender.	2	4	8
	Fire Shelters	3	1	3
	RT-130	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
	Volunteer PPE Inspection	1	1	1
Silver Lake VFD Total				33
South Valleys VFD	1.3.3 TMFPD Code of Conduct	1	0.25	0.25
	Communicable Disease Body Isolation Kits	3	0.5	1.5
	Ebola Infection Control	1	0.5	0.5
	Fire Shelter Practical	17	1	17
	Fire Shelters	7	1	7
	Infection Control Test-2015	2	0.5	1
	NFPA 1021 Pre-Incident Planning	2	1	2
	Recording Company Training	1	0.25	0.25
	RT-130	8	2	16
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	9	2	18
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	8	2	16
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	7	2	14

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
South Valleys VFD, Cont'd	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	7	2	14
	TargetSolutions User Overview Video	1	0.25	0.25
	The First Responder's Role in Fire Investigation	2	0.5	1
	Volunteer PPE Inspection	1	1	1
South Valleys VFD Total				109.75
Verdi VFD	CECBEMS Obstetrical Emergencies Basic	1	1	1
	CECBEMS Patient Assessment Advanced	1	1	1
	Communicable Disease Body Isolation Kits	2	0.5	1
	Thursday night EMS training 1900-2200	3	3	9
	Fire Shelter Practical	3	1	3
	RT-130	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	2	1	2
Verdi VFD Total				37



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 19, 2015

CM/ACM _____
Finance YV
Legal DN
Risk Mgt. DE
HR _____

DATE: May 6, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval of a transition plan for Volunteer Fire Services and direct the Fire Chief to implement the plan. (All Commission Districts)

SUMMARY

This item is discussion and possible approval on a transition plan for Volunteer Fire Services.

Strategic Objective supported by this item: *Safe, Secure and Healthy Communities*

PREVIOUS ACTION

On April 17, 2012 the Board of Fire Commissioners received a presentation on the Volunteer Fire Departments (VFD's) and a Volunteer needs assessment.

On June 11, 2014, the Board of Fire Commissioners received an Audit Report from the Washoe County Internal Auditor which recommended agreements between VFD's and the District.

On March 24, 2015, the Board heard a supplemental presentation on the Blue Ribbon Committee Report on Regional Fire Service.

On January 27, 2015, the Board heard a presentation on issues related to the Volunteer Program and recommendations for reform.

BACKGROUND

There are ten (10) VFD's in the County. Eight (8) are within the boundary of TMFPD and Sierra Fire Districts. TMFPD has management and support obligations to Red Rock and Gerlach by way of an Interlocal Agreement with Washoe County. Within the boundary of TMFPD, Sierra Fire Protection District and the County, the volunteer departments are:

- South Valley (3 stations)
- Galena (1 Station)
- Cold Springs (2 Stations)
- Peavine (1 Station)
- Lemmon Valley (1 Station)

- Silver Lake (1 Station)
- Verdi (1 Station)
- Palomino Valley (1 Station)
- Red Rock (1 Station – County)
- Gerlach (1 Station – County)

Exclusive of Red Rock and Gerlach, VFD's have historically operated by way of a contractual relationship with the District as authorized by the Board of Fire Commissioners. This system of independent volunteer departments was deemed in need of reform and revision by the Blue Ribbon Committee on Regional Fire (2014), Truckee Meadows Internal Audit (2014) and a Volunteer Needs Assessment report (2011).

On January 27, 2015, I presented elements of volunteer fire service reform that detailed critical issues in risk management, training, operations and response effectiveness. Since that presentation, I have met with each Volunteer Departments to frame the reform plan and how the department will operate going forward.

In February of 2015, the District commissioned Emergency Services Consulting International (ESCI) to prepare a transition plan which would identify in detail, specific changes and tasks related to reforms that will shift independent volunteer departments to one that is centrally managed by TMFPD with the Board of Fire Commissioners as the sole policy maker. ESCI met with Fire Administration, Legal, Risk Management, Fire Operations, Fire Prevention, Logistics and Fleet and Human Resources to develop specific work elements necessary to complete the transition.

Major elements of the reforms are as follows:

1. Maintain the commitment to volunteer services but reform the volunteer mission. Emphasize capabilities along the rural fringe areas of the District and redirect the response capability to emphasize force multiplication, peak activity units and support of incidents with extended operational periods.
2. Reduce liability and risk to the District, and increase skills of volunteer firefighters by taking control of the quantity and quality of training. Develop a training needs assessment that relates to specific emergency response roles.
3. Contract with individual 501C3 Volunteer Corporations limited to civic, charitable and social functions - and not for fire management.
4. Develop uniform standards of practice and protocols for operations, inventory, and apparatus, ordering and budgeting.
5. Develop a global effort to recruit new members and discontinue individual department recruitment.
6. Prepare a deployment analysis to determine which volunteer stations are effective and those that can be consolidated or eliminated. Identify the types of calls each volunteer unit should be dispatched to.
7. Involve volunteers in appropriate risk reduction and fire prevention activities.

8. Increase lines of communication to individual volunteers and reorganize the chain of command.
9. Develop a reward and incentive system for individual volunteer and station performance.
10. Establish minimum standards and responsibilities to participants in volunteer service.

FISCAL IMPACT

The fiscal impact is not determined; however, volunteer program costs are not expected to increase as the result of the reforms, but it is more likely that new financial efficiencies will result and costs may decrease.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners approve the Volunteer Transition Plan and direct the Fire Chief to implement the plan.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to approve the Volunteer Transition Plan and direct the Fire Chief to implement the plan."

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Executive Summary

On January 27, 2015 the Truckee Meadows Fire Protection (TMFPD) District Board of Fire Commissioners directed Fire Chief Charles Moore to reconfigure the organization's volunteer services component. Presently, volunteer services are provided by independent organizations contracted with TMFPD. This arrangement has not been successful as illustrated and described in three recent studies and reports:

- Volunteer Fire Department Needs Assessment - 2011
- Blue Ribbon Committee Report on Regional Fire Services – 2014
- Truckee Meadows Fire Protection District Audit Report – June 2014

Beginning July 1, 2015, TMFPD will assimilate all volunteers interested in continuing service into the TMFPD organization. Operating relationships with the independent organizations will be revised or terminated.

This Transition Plan describes in detail the actions that are necessary to accomplish the reorganization of the volunteer services component. The Plan is divided into nine functional areas:

1. Administration
2. Operations
3. Training
4. Prevention
5. Logistics, Fleet, and Facilities
6. Risk Management
7. Legal
8. Human Resources
9. Internal and External Information

Each functional area begins with a summary description of the work effort required to ensure all needs of that function have been properly addressed prior to and during the transition. Following the summary is a comprehensive and detailed list of tasks to be completed, the outcomes intended by each task, dates by which the task should be completed, and the person(s) or organizational unit(s) responsible for completing each task.

Keeping an open line of communications with TMFPD staff, volunteers, and the public will be imperative. All will need assurance that the transition will produce a more effective and efficient fire and emergency services organization.



Administration

Other than the newly constituted “reserve” program, volunteer personnel have never been a direct component of the TMFPD organization. Policies, procedures, organizational relationships, chain of command, and communications pathways all need to be developed.

How volunteers will be utilized needs to be clearly defined. Relationships with existing volunteer organizations need to be determined and any continuing relationship defined and described in written documentation.

Records keeping systems need to be developed so that accurate and complete information about each volunteer is available. Many of these records need to be developed for existing volunteers. A recruitment and selection process needs to be developed for new volunteers.

The critical focus of the Administration effort will be to develop and communicate clarity about the volunteer program within TMFPD, the manner in which it will operate, and its relationship with all other organizational elements.

Truckee Meadows Fire Protection District – Volunteer Transition Plan

Administration Tasks	Completion Date	Responsibility
<p>1. Clearly define and publish a new TMFPD organizational structure and chain of command that includes the volunteer personnel organizational component. Determine a volunteer rank structure that provides for effective chain of command and that integrates with the career rank structure.</p> <p>Outcome: All personnel are fully aware of the new organizational structure and each individual's role within it.</p>	June 1, 2015	Fire Chief
<p>2. Develop a records system to capture and track volunteer demographic information, equipment issued, and other information as needed. Integrate this record to the extent possible with TMFPD training and medical exam records.</p> <p>Outcome: All important information about each volunteer can be captured and recorded in a records system.</p>	July 1, 2015	Training Captain Volunteer Coordinator
<p>3. Develop an intake process for volunteers moving to TMFPD. This process should include an intake interview. The intent is to capture:</p> <ul style="list-style-type: none"> a. Demographic information b. Current skills and qualifications c. Current certifications d. Recent training received and recorded e. Which functions each volunteer wishes to provide through their service <p>Outcome: TMFPD has captured needed information about each volunteer and understands their current qualifications and service delivery interests.</p>	July 1, 2015	Training Captain Volunteer Coordinator
<p>4. Develop a recruitment, application, and intake process for new volunteers.</p> <p>Outcome: People wishing to volunteer their services to TMFPD understand the opportunity to do so. An application and screening process is in place that ensures only individuals qualified to be a volunteer are selected.</p>	September 1, 2015	Division Chief
<p>5. Determine if proximity to station time limits should be in place and if so, what that time limit should be.</p> <p>Outcome: A determination is made and defined regarding how far away from a fire station a volunteer may live and/or work.</p>	September 1, 2015	Fire Chief



Truckee Meadows Fire Protection District – Volunteer Transition Plan

Administration Tasks	Completion Date	Responsibility
<p>6. Develop participation requirements for volunteers. This may include percentage of alarms answered and number of training sessions attended.</p> <p>Outcome: Reasonable expectations for volunteer service are defined and communicated to volunteer personnel.</p>	<p>September 1, 2015</p>	<p>Fire Chief</p>
<p>7. Develop a system to recognize volunteers providing significant contribution to the system.</p> <p>Outcome: A system is in place to recognize contributions by volunteer personnel.</p>	<p>January 1, 2016</p>	<p>Volunteer Coordinator</p>
<p>8. Complete development of operating practices and procedures of the volunteer organizational component. Develop new policies and standard operating guidelines. Consider developing a Volunteer Handbook describing the program and operational practices as a training resource. Distribute the document to all personnel (career and volunteer) and provide training on its contents.</p> <p>Outcome: Operating procedures are clearly defined in policy and guideline documents. All personnel have been trained on new procedures.</p>	<p>July 1, 2015</p>	<p>Division Chief Training Captain</p>
<p>9. Define the relationship between existing 501C3 organizations and TMFPD. Identify authorized activities in support of TMFPD and necessary communications/coordination practices. Codify any intended relationship in an operating agreement.</p> <p>Outcome: A cooperative relationship is developed between remaining 501C3s and TMFPD that ensures a mutually supportive relationship.</p>	<p>July 1, 2015</p>	<p>Fire Chief</p>
<p>10. Define the relationship between the Washoe County Volunteer Firefighters Association and TMFPD. Codify any intended relationship in an operating agreement.</p> <p>Outcome: A cooperative relationship is developed between The Washoe County Volunteer Firefighters Association and TMFPD that ensures a mutually supportive relationship.</p>	<p>July 1, 2015</p>	<p>Fire Chief</p>



Operations

While volunteers have always been an operational resource to TMFPD, the manner in which volunteers are used on incidents needs considerable refinement.

A thorough review of existing deployment must be completed to determine what resources are needed and which are not. Not all existing volunteer stations are necessary to effective emergency response. Not all stations need to deliver the same level and types of service as others.

Based on this review it's likely that the functions performed by individual volunteers may be modified. This will reduce the training requirements for some. Functional job descriptions need to be developed for the different services volunteers can perform.

The existing volunteer resource dispatch system is complicated. Improving the efficiency, accuracy, and appropriateness of volunteer resource dispatch should lead to a more effective and reliable volunteer system.

The critical focus of the Operations effort will be to make the volunteer organizational component effective, reliable, and valued in the emergency response system.

Operations Tasks	Completion Date	Responsibility
<p>1. Evaluate the TMFPD service area to determine which volunteer stations should continue to provide all-risk services, which can move to an EMS, wildland, and/or support only role, and which could be closed and consolidated with an adjacent career or volunteer station.</p> <p>Outcome: The volunteer component is efficiently organized. Services delivered from remaining stations are appropriate for area risks and are likely to be used on a regular basis.</p>	June 1, 2015	Division Chief
<p>2. For each volunteer station, define the call types it will be dispatched to. This definition will consider:</p> <ul style="list-style-type: none"> a. Distance to adjacent career stations b. Local response workload <p>Outcome: Volunteer stations are utilized on incidents in which it is expected that volunteer services will be needed.</p>	June 1, 2015	Division Chief
<p>1. Identify response types that should generate a volunteer unit dispatch on initial alarm based on call type and station location.</p> <p>Outcome: Volunteer units are dispatched only to incidents that they are likely to be utilized on.</p>	June 1, 2015	Division Chief
<p>2. Determine the appropriate apparatus and equipment types for each station based on its expected utilization.</p> <p>Outcome: Only the resources expected to be used are provided to each station reducing cost and training requirements.</p>	June 1, 2015	Division Chief
<p>3. Determine the response capabilities and skill qualifications that must be held by volunteers assigned to each station.</p> <p>Outcome: A volunteer's time commitment for training is reduced to the minimum amount required based on the needs of the local area.</p>	June 1, 2015	Division Chief



Truckee Meadows Fire Protection District – Volunteer Transition Plan

Operations Tasks		Completion Date	Responsibility
4. Identify and define positions to be held by volunteers. Develop job descriptions for each position (i.e. Logistics, EMS, Tender Operator, Support, Wildland, All Risk) Outcome: Services provided by volunteers are clearly defined for both nature and qualification.		June 1, 2015	Division Chief
5. Develop a helmet marking, or other identification system, so that all personnel can know the qualifications of any volunteer responder. Consider developing a similar system for career staff. Outcome: The qualifications of each individual on an incident are clearly identifiable.		July 1, 2015	Division Chief
6. Improve the process for dispatching volunteers. Streamline the alerting system. Consider dispatching volunteers by unit designation rather than station. Outcome: Volunteer dispatch is simplified and reliable. Units are dispatched based on the specific needs of each incident.		September 1, 2015	Division Chief
7. Develop procedures so that volunteers assigned to one station can respond from another station and operate equipment in that station. Outcome: Response reliability is increased through the ability to use volunteers in multiple stations.		September 1, 2015	Division Chief Volunteer Coordinator
8. Identify the maximum number of volunteers needed by station and function. Outcome: Organizational efficiency and response reliability are improved.		September 1, 2015	Division Chief
9. Determine if TMFPD wishes to support an "auxiliary" program. If so, develop necessary training, support, and communications systems. Outcome: An auxiliary program, if supported, provides valuable service to the community.		January 1, 2016	Fire Chief Volunteer Coordinator
10. Improve the collection of incident information at both the career and volunteer level. Ensure that all incident activity by volunteer units is captured in NFIRS reports. Ensure that all information possible captured by Reno Dispatch is downloaded directly to Fire RMS incident records. Outcome: A complete and accurate record of volunteer response activity is maintained and useable for program evaluation.		September 1, 2015	Division Chief Holland

Training

One of the more significant concerns that drove the need for this transition is volunteer training. Fire and emergency service is a high-risk environment. Quality training is required for safe and effective emergency operation.

Documenting existing volunteer training levels is a key first step. From this can be develop a training needs assessment and delivery plan that will ensure volunteers have the type and level of training necessary for safe and effective operations.

Developing the ability for volunteers to respond from any station will also require cross-training on a variety of apparatus and equipment. Training and certification programs must be developed and implemented to ensure that a volunteer responding from other than their home station is qualified to do so.

The critical focus for the Training effort will be to ensure volunteers are adequately trained to perform the functions expected of them and that documentation of training and qualification is maintained.

Training Tasks	Completion Date	Responsibility
<p>1. Develop a training needs assessment to guide the development and delivery of training to volunteers. This needs assessment should consider:</p> <ul style="list-style-type: none"> a. Information received during intake interviews b. Individual skills assessments, c. Individual volunteer interests d. Volunteer resource deployment analysis. <p>Outcome: Training provided to volunteers is relevant and appropriate and ensures compliance with requirements and organizational needs.</p>	August 1, 2015	Training Captain
<p>2. Develop training modules that define the skills and abilities, and training required for each functional role performed by volunteers as defined in the Operations section of this Transition Plan. Develop task books as appropriate. Develop skills qualification review procedures to ensure ongoing capability and to plan future training.</p> <p>Outcome: Training and qualification requirements are clearly defined and measurable for each volunteer functional role.</p>	September 1, 2015	Training Captain
<p>3. Develop a schedule of training to ensure individual volunteers are qualified by certification and skills maintenance. Utilize on-duty career companies supported by training staff. Determine best times and days of week to ensure maximum availability of training for volunteers.</p> <p>Outcome: Volunteers have adequate opportunity to receive needed training. Career and volunteer interaction promotes organizational unity and mutual respect.</p>	October 1, 2015	Training Captain
<p>4. Develop a new training standard for Type 1 engine crew leader</p> <p>Outcome: Skills and abilities requirements for a volunteer engine crew leader are the minimum necessary for safe and effective operation.</p>	September 1, 2015	Division Chief Training Captain
<p>5. Develop training programs that allow volunteers to respond from other their primary station.</p> <p>Outcome: Volunteer response reliability is improved.</p>	January 1, 2016	Training Captain



Truckee Meadows Fire Protection District – Volunteer Transition Plan

Training Tasks	Completion Date	Responsibility
<p>6. Develop criteria to determine if special training requested by a volunteer should be approved (i.e. likelihood of use of skill). Establish procedures to define the manner in which training costs will be pre-paid or reimbursed.</p> <p>Outcome: Volunteers have the ability to receive special training that will benefit TMFPD's delivery of services.</p>	<p>September 1, 2015</p>	<p>Training Captain Fire Chief</p>
<p>7. Schedule and require volunteers to attend sexual harassment, hostile workplace, substance abuse, and diversity training.</p> <p>Outcome: Volunteers receive training necessary to reduce liability.</p>	<p>January 1, 2016</p>	<p>Training Captain</p>



Prevention

One role anticipated for volunteers is to support the community risk reduction effort. Some may not wish to participate in emergency operations but may be valuable to the prevention effort.

Determining the types of risk reduction activities that are appropriate for volunteers will be the first step. Identifying needed training and qualification for each activity will follow.

There will need to be a management process developed so that risk reduction volunteers are utilized, supervised, and trained to satisfactory levels. The amount of time this will take from existing staff effort must be evaluated.

Finally, emergency operations volunteers should receive training regarding risk reduction activities and the fire investigation process.

The critical focus of the Prevention effort will be to create an effective and manageable volunteer community risk reduction resource to further the fire and life safety effort.

Truckee Meadows Fire Protection District – Volunteer Transition Plan

Prevention Tasks	Completion Date	Responsibility
1. Determine risk reduction activities appropriate for volunteers. Outcome: Activities are selected that can be delivered by volunteers.	September 1, 2015	Fire Marshal
2. Develop a job description for community risk reduction volunteer Outcome: The specific function of risk reduction volunteers is clearly defined.	October 1, 2015	Fire Marshal
3. Identify sources of or develop training for the identified activities Outcome: Training is available to ensure qualified personnel are conducting activities.	October 1, 2015	Fire Marshal
4. Develop criteria describing the minimum commitment required from a volunteer Outcome: TMFPD receives sufficient return on its training and management investment.	October 1, 2015	Fire Marshal
5. Recruit and select people qualified to be a risk reduction volunteers Outcome: Capable volunteers with a strong interest in participation are available.	March 1, 2016	Fire Marshal
6. Provide necessary training and orientation for new risk reduction volunteers. Outcome: Training provided so that qualified personnel are conducting activities	June 1, 2016	Fire Marshal
7. Develop a process for scheduling and monitoring volunteer activities Outcome: Procedures for effective utilization and evaluation of volunteer activities is in place.	June 1, 2016	Fire Marshal
8. Ensure basic fire inspection and fire investigation evidence preservation is included in initial and ongoing volunteer training Outcome: Volunteers understand their role and responsibilities in the fire prevention and investigation process.	October 1, 2015	Fire Marshal Training Captain
9. Develop a procedure for volunteers to report fire and life safety risk concerns directly to Fire Prevention. Outcome: Volunteers become an additional resource in the community risk reduction program.	September 1, 2015	Fire Marshal



Truckee Meadows Fire Protection District – Volunteer Transition Plan

Prevention Tasks	Completion Date	Responsibility
<p>10. Determine if the Washoe County Volunteer Firefighters Association (WCVFFA) fire safety trailer has value to TMFPD. Develop a purchase, lease, or use agreement if appropriate. If not, determine if TMFPD wishes to contract with WCVFFA to operate the trailer or discontinue its use within the district altogether.</p> <p>Outcome: The fire safety trailer is used in the most effective manner possible.</p>	July 1, 2015	Fire Chief Fire Marshal



Logistics, Fleet, and Facilities

Management of apparatus, facilities, and supply has been an evolving process. The transition will consolidate this effort into the TMFPD logistics systems.

Inventory systems, ordering processes, and maintenance requests processes all need to be defined and described.

Budget and accounting processes are already in place. TMFPD currently budgets by volunteer station and accounts for expenditures by station and line item.

An accurate accounting of the ownership of each volunteer station needs to be completed early. This information will be critical to other tasks.

The critical focus of the Logistics, Fleet, and Facilities effort will be to ensure maintenance and supply ordering systems are in place, procedures developed, and personnel trained in their use.

Truckee Meadows Fire Protection District – Volunteer Transition Plan

Logistics, Fleet, and Facilities Tasks	Completion Date	Responsibility
<p>1. Develop a standard supply inventory for each station. Outcome: The material needs of each station are clearly identified facilitating the ordering and budget process.</p>	July 1, 2015	Division Chief Volunteer Coordinator
<p>2. Adapt existing procedures for requesting supplies, maintenance, equipment, etc. to include volunteer stations. The system must accommodate normal non-time sensitive requests and immediate needs such as apparatus repair. Outcome: Supply and service support for volunteer stations is effective and timely.</p>	July 1, 2015	Logistics Volunteer Coordinator
<p>3. Develop a standardized uniform policy for all career and volunteer personnel. Determine if uniforms will be issued by TMFPD or purchased by volunteers. Outcome: Uniformity in appearance is improved for all TMFPD personnel.</p>	September 1, 2015	Division Chief
<p>4. Retrieve and inventory personal protective equipment (PPE) that may be stored at each volunteer station. Plan to warehouse excess PPE at a central location. Outcome: Control of the PPE inventory is improved and costs are reduced.</p>	August 1, 2015	Logistics
<p>5. Develop records keeping systems for uniforms, PPE and other equipment issued to individual volunteers. Outcome: The material issued to each TMFPD volunteer is accurately recorded.</p>	July 1, 2015	Volunteer Coordinator
<p>6. Develop records keeping systems for durable equipment, apparatus and other supplies issued to each volunteer station. Outcome: An accurate inventory is maintained.</p>	September 1, 2015	Logistics
<p>7. Develop a quick and convenient method for volunteer station managers to report repair and maintenance needs. Outcome: Apparatus, equipment, and facilities repairs are completed promptly.</p>	July 1, 2015	Logistics Volunteer Coordinator
<p>8. Evaluate each vehicle used by volunteers and determine if it should be retained for use in the future. Outcome: The apparatus fleet contains only vehicles needed to deliver effective service.</p>	September 1, 2015	Division Chief Fire Mechanic



Truckee Meadows Fire Protection District -- Volunteer Transition Plan

Logistics, Fleet, and Facilities Tasks	Completion Date	Responsibility
<p>9. Develop a monitoring process to ensure periodic apparatus checks are completed.</p> <p>Outcome: Apparatus checks are completed as required.</p>	July 1, 2015	Volunteer Coordinator
<p>10. As vehicle maintenance and repair records system upgrades are completed for career apparatus, include volunteer apparatus in new processes and procedures</p> <p>Outcome: An accurate record of volunteer apparatus repair and maintenance is maintained.</p>	To be determined	Fire Mechanic
<p>11. Identify the ownership of existing volunteer fire stations.</p> <p>Outcome: The ownership of each volunteer station is known.</p>	May 1, 2015	Logistics



Risk Management

The risk created by the current system was significant to determining that a transition was necessary. As volunteers become a direct component of the TMFPD organization risk issues will need to be addressed.

Careful attention to risk management issues such as workers compensation, facilities use, and personnel policies will be important. Some definitions need to be developed and procedures modified.

The critical focus of the risk management effort will be to ensure liability control and personnel safety are strongly considered during and after the transition.

Truckee Meadows Fire Protection District – Volunteer Transition Plan

Risk Management Tasks		Completion Date	Responsibility
1. Develop a plan to provide station security during the transition phase. Outcome: TMFPD property is secure and services maintained.		June 1, 2015	Division Chief
2. Review TMFPD's drug and alcohol policy to ensure volunteers are covered. If not, rewrite the policy to ensure volunteers are included. Outcome: The policy is written to cover all members of TMFPD		July 1, 2015	Volunteer Coordinator Risk Management
3. Develop a procedure that defines facilities uses by both volunteers and outside groups that are appropriate and balance risk management and service delivery needs. Provide to Risk for review and comment. Outcome: Rules and procedures for the use of TMFPD property are clearly written and enforced.		September 1, 2015	Logistics Risk Management
4. Determine and then document in volunteer policies or procedures the extent to which loss or damage to personal items will be reimbursed by TMFPD. Outcome: All personnel understand the limits to which personal items are covered for loss or damage.		July 1, 2015	Fire Chief Volunteer Coordinator
5. Determine and document the start and end time point for workers compensation coverage for incidents, training, and other activities. Outcome: Coverage a start and end points are clearly defined and communicated.		July 1, 2015	Fire Chief Risk Management
6. Ensure volunteers sign that they have received and understand the Volunteer Handbook and/or associated policies and/or procedures. Outcome: Documentation is provided that confirms each volunteer has received, reviewed, and understands organizational rules and procedures.		July 1, 2015	Volunteer Coordinator
7. Ensure the OSHA rights and responsibilities form is read and signed by volunteers. Outcome: Volunteers acknowledge understanding of the contents of the form.		July 1, 2015	Volunteer Coordinator
8. Provide all documents describing the transition and the volunteer component of TMFPD to Risk Management for review and comment. Outcome: Any risk management issues or concerns are resolved prior to implementation.		Ongoing	Volunteer Coordinator Risk Management



Legal

There are several important legal considerations to be resolved prior to the transition. It must be clear that volunteers are not employees post-transition. Notice must be provided to the existing independent organizations prior to the transition implementation date.

It may be necessary to develop agreements with one or more independent organization for use of facilities owned by each depending on the outcome of the deployment analysis.

Finally it will be important to have all documents, policies and procedures reviewed for any legal issues or concerns.

The critical focus of the Legal effort will be to help ensure the transition accomplishes its stated goals.

Truckee Meadows Fire Protection District – Volunteer Transition Plan

Legal Tasks	Completion Date	Responsibility
<p>1. Research law and court cases to determine if the transition of volunteers to TMFPD creates an employee/employer relationship. Revise the program as needed to ensure this relationship is not created.</p> <p>Outcome: The status of TMFPD volunteers is clearly established as volunteer and not employee.</p>	May 1, 2015	Legal
<p>2. Provide notice to 501C3s at least 30 days prior to the transition date. The notice should provide for termination of tenancy, restrictions on delivery of emergency services, coordination of community and other organization activities associated with TMFPD, and other concerns.</p> <p>Outcome: All interested parties are provided full information and notice of the transition and its impact to each.</p>	June 1, 2015	Legal Fire Chief
<p>3. Provide all documents describing the transition and the volunteer component of TMFPD to Legal for review and comment.</p> <p>Outcome: Any legal issues or concerns are resolved prior to implementation.</p>	Ongoing	Volunteer Coordinator
<p>4. Develop and execute lease or purchase agreements for 501C3 owned stations that remain of value to TMFPD.</p> <p>Outcome: The continued use of stations determined to be of value to the delivery of emergency services by TMFPD is assured.</p>	June 1, 2015	Legal



Human Resources

Truckee Meadows Fire Protection District volunteers are not employees and thus not subject to the District's human resource rules and procedures required of career employees. Each volunteer will be expected to sign an agreement denoting their status as volunteers and not employees.

The balance of tasks related to personnel rules and procedures are found in other sections of this Transition Plan.

Internal and External Information

This transition is not without controversy. There are elements of the current volunteer system who are highly resistive to the effort.

Ensuring all personnel, career and volunteer, are well informed of the need for the transition and its implementation will be very beneficial. The transition plan itself should be shared and explained. Progress report should be provided and any course changes identified. Opportunities to provide input into the process should also be provided.

Public information will also need to be provided. The public must be informed of the need for the transition and assured that emergency services should be improved post-transition.

The critical focus of the information effort will be to ensure all internal and external interest have complete and accurate information about the transition.

Internal and External Information Task		Completion Date	Responsibility
Internal:			
1. Develop and communicate the vision of TMFPD post-transition. Ensure all personnel, career and volunteer, fully understand what TMFPD looks like and operates like post-transition. Outcome: All personnel understand what is being accomplished and why it is necessary to make the transition.		May 1, 2015	Fire Chief
2. Develop and communicate clear and direct expectations to both volunteer and career staff regarding the transition. The outcome of the transition should be communicated in detail. Behavioral expectations should be communicated and enforced. Outcome: Interpersonal conflict is minimized.		May 1, 2015	Fire Chief
3. Provide regular progress updates to all personnel. Communicate both accomplishments and set-backs along with proposed course changes. Outcome: All personnel are up to date on the progress of the transition.		Ongoing	Fire Chief Division Chief Volunteer Coordinator
4. Develop opportunities for all personnel to offer ideas and feedback on the transition activities and expected outcomes. These opportunities should not necessarily require following normal chain of command such as periodic open meetings, suggestions blog, etc. Outcome: Ideas and suggestions for ensuring a successful transition are provided for consideration.		May 1, 2015	Fire Chief
5. Develop a joint management/career/volunteer advisory group to review plan details and report to the fire chief Outcome: Inclusiveness is promoted to ensure effective implementation of the transition.		May 1, 2015	Fire Chief
External:			
6. Work with County PIO to develop public information strategy Outcome: The public is fully informed of the need for the transition and the benefits it will provide.		May 1, 2015	Fire Chief



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 19, 2015

CM/ACM
Finance *JUG*
Legal *DJN*
Risk Mgt. *SE*
HR *STA*

DATE: May 8, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Telephone: (775) 328-6123, Email: cmoore@tmfpd.us
SUBJECT: Approve the FY 2015/16 Health Benefits Program for District employees, dependents and retirees at an estimated annual cost of \$1,617,461 and authorize the Chairman of the Board of Fire Commissioners to execute all insurance contracts and service agreements pertinent to the Health Benefits Program. (All Commission Districts)

SUMMARY

Staff is recommending Board of Fire Commissioners authorization to approve the FY 2015/16 Health Benefits Program for District employees, dependents and retirees at an estimated annual cost of \$1,617,461 and authorize the Chairman of the Board of Fire Commissioners to execute all insurance contracts and service agreements pertinent to the Health Benefits Program.

Strategic Outcome supported by this item: Sustainability of our financial, social, and natural resources.

PREVIOUS ACTION

Health Benefits Program for FY 2014/15 for District insurance was approved April 2014.

BACKGROUND

The current Truckee Meadows Fire Protection District health insurance plan is set to expire June 30, 2015. All coverage information referenced in this section is based on bids received by the District's broker, LP Insurance Services. The bids were evaluated by the Health Benefits Committee which consists of members of the employee associations plus the District's Chief Fiscal Officer, Administrative Assistant I and Fire Chief. The Committee has completed its annual review of the bids received. Competitive proposals for health benefits were received from Hometown Health, Prominence, and Anthem. In order to align with the calendar year, the Committee requested 18 month rate lock contracts from the providers. Changing to health benefits aligned with the calendar year cycle is more favorable for HSA options and will give more flexibility for future health benefit contracts.

From the bid results, several different plan options were evaluated which included PPO, HMO, HSA, as well as a new hybrid from Prominence. Hometown Health offered a renewal of the current plan with a 10% increase in cost from the current year and would be rate locked for the 18 month term of the contract. The other plans offered from Prominence and Anthem did offer some savings from the current year costs; however, the benefits offered were not at the same level that Hometown Health was able to offer. Additionally, some of the plans also would have required the members to change provider networks as well.

After careful consideration, the Committee recommends to stay with Hometown Health so that member plan benefits would not decrease and so that members would not have to change provider networks. Dental bids were received from Guardian, Aetna, MetLife, Standard, and Kansas City Life. Guardian offered a renewal for 18 months at a 9% increase over current rates. The Committee recommends staying with Guardian as the benefits were less than the other plans and could require a change in providers. The vision plan is currently with VSP and is offered at a 4% increase over the current year plan. Life insurance is offered through Standard Insurance with no increase in cost per member. The Committee evaluated the Flexible Benefit Plan (Section 125) and recommends changing from American Fidelity to Discovery Benefits. The change is recommended to increase customer service for the members and would be approximately \$1,600 per year depending on participation. Since employees already have some voluntary supplemental benefit plans through American Fidelity, it is recommended that those still be supported for the employee through payroll deductions but the District does not contribute to those plans.

Group Health Plan

The cost of the fully-insured plan premium, with no change in carrier, results in an estimated 10% increase from the current premium.

PPO Network

The network selection recommended by Hometown Health (HH's) PPO is in network and First Health for the out of network option.

Dental Insurance

The cost of the fully-insured dental premium, with no change in carriers, results in an estimated 9% increase from the current premium.

Life Insurance

The cost of the fully-insured life premium, with no change in carrier, results in no increase in cost for FY 2015/2016.

Vision Insurance

The cost of the fully-insured VSP vision premium, with no change in carrier, results in an estimated 4% increase in cost for FY 2015/16.

Flexible Benefit Plan (Section 125)

The Flexible Benefit Plan provides employees the ability to direct a part of their pay, on a pre-tax basis into a special account that can be used to reimburse them for dependent day care and/or unreimbursed medical expenses. Changing to Discovery Benefits would be an estimated cost of \$1,600 per year depending on enrollment.

American Fidelity would continue to provide voluntary supplemental benefit plans to employees at no charge to the District.

FISCAL IMPACT

Funding for the Health Benefits Program is included in the Fiscal Year 2015-16 budget. The estimated annual cost is \$1,617,461. Of this amount, the District paid portion is estimated at \$1,220,252 and the employee paid portion is estimated at \$397,209.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners approve the FY 2015/16 Health Benefits Program for District's employees, dependents and retirees at an estimated annual cost of \$1,617,461 and authorize the Chairman of the Board of Fire Commissioners to execute all insurance contracts and services agreements pertinent to the Health Benefits Program.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

"Move to approve the FY 2015/2016 Health Benefits Program for District's employees, dependents and retirees at an estimated annual cost of \$1,617,461 and authorize the Chairman of the Board of Fire Commissioners to execute all insurance contracts and service agreement pertinent to the Health Benefits Program."

FY 2015/2016

***Health Benefits Program Contracts for
Truckee Meadows Fire Protection District***

*Hometown Health (HH) Recommendation for group
Medical and Prescription benefits (Attachment A)*

Guardian Dental Insurance (Attachment B)

Standard Life Insurance (Attachment C)

VSP Vision Policy (Attachment D)

Discovery Benefits Section 125 (Flexible Benefit Plan) (Attachment E)



Hometown Health Providers Insurance Company, Inc.
Alternative Benefit Plan Options

Group Name: TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Group Number: 3041

Rate Effective Date: July 1, 2015

Broker: L P Insurance

Blended Rate Indicator: No

18 Month Contract

Current Plan* - Benefit Plan 1

		Premiums by Tier				Rate Change	Vision Plan		Pharmacy Plan		Premiums by Tier				Overall Total	
Alternative	Custom Plan	Medical Plan	Medical Plan	Pharmacy Plan	Pharmacy Plan		None (\$0.00)	None (\$0.00)	Included in Medical	Included in Medical	Employee	EE & Spouse	EE & Child	EE & Children	Family	
15 LG PPO 15-90 CINS P D0500X2 A9;RX \$10-\$30 (\$50)																
						9.5%				41	8	6	8	52	115	
										\$ 485.21	\$ 869.91	\$ 869.91	\$ 1,268.82	\$ 1,268.82	\$ 108,201.82	\$

		Alternative Benefit Options				Rate Change	Vision Plan		Pharmacy Plan		Premiums by Tier				Overall Total	
Alternative	Custom Plan	Medical Plan	Medical Plan	Pharmacy Plan	Pharmacy Plan		None (\$0.00)	None (\$0.00)	Included in Medical	Included in Medical	Employee	EE & Spouse	EE & Child	EE & Children	Family	
1		15 LG PPO HD-80 CINS U D1500X2 HSA;HSA RX Plan		Included in Medical	Included in Medical	-20.0%	None (\$0.00)	None (\$0.00)		354.29	635.19	635.19	926.47	926.47	79,006.55	\$
2		15 LG PPO HD-80 CINS U D2000X2 HSA;HSA RX Plan		Included in Medical	Included in Medical	-21.4%	None (\$0.00)	None (\$0.00)		348.03	623.97	623.97	910.11	910.11	77,611.41	\$
3		15 LG PPO HD-90 CINS U D1500X2 HSA;HSA RX Plan		Included in Medical	Included in Medical	-13.7%	None (\$0.00)	None (\$0.00)		382.32	685.45	685.45	999.77	999.77	85,257.42	\$
4		15 LG PPO HD-NA CINS U D2500X2 HSA;HSA RX Plan		Included in Medical	Included in Medical	-12.5%	None (\$0.00)	None (\$0.00)		387.44	694.63	694.63	1,013.16	1,013.16	86,999.18	\$
5		15 LG PPO HD-80 CINS U D2500X2 HSA;HSA RX Plan		Included in Medical	Included in Medical	-24.8%	None (\$0.00)	None (\$0.00)		333.18	597.35	597.35	871.27	871.27	74,299.79	\$
6	Yes	15 LG PPO 15-90 CINS P D0500X2 B1;RX \$10-\$30 (\$50)		Included in Medical	Included in Medical	8.4%	None (\$0.00)	None (\$0.00)		480.02	860.61	860.61	1,255.26	1,255.26	107,045.01	\$

* current plan was automatically cross-walked to a similar, compliant plan.

Signature Required for Acceptance

Authorized Company Representative (please print)	Title	Signature	Date

This renewal of premium rates is based on information reviewed as of the date of this quote.

Rates may be adjusted based on final enrollment and/or new or differing information discovered within seventy days after the Effective Date.

Vision benefits are offered by Vision Service Plan (VSP). VSP is solely responsible for providing vision benefits provided under their vision benefit plans.

Certain combinations of plans may not be sold together and may be subject to additional charges.

A final binding rate quote and contract, if approved by Hometown Health, will be delivered to a Company representative authorized to accept health insurance contracts.

All insurance contracts have a duration of twelve months unless otherwise stated.

Key benefits listed above do not constitute a comprehensive list of benefits and are listed as a reference only. Coinurance benefits are applied after all associated deductibles have been paid.

Certain limits and exclusions not described above may apply. Refer to the Evidence of Coverage and Summary of Benefits for a more detailed description of the benefits for each plan.

In the event of a conflict between this information and the final binding contract, the binding contract will prevail.

Custom Alternative Plan Notes

Plan 1: Alternative B: OOPM \$3000, ER \$250, CT, MRI, PET \$250, Ambulance ground \$200, Air \$300

Please fax (775-982-3747) or return to Hometown Health 30 days prior to the Effective Date.



RENEWAL INFORMATION FOR

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
GROUP PLAN # 00477445**

**RENEWAL PERIOD
July 1, 2015 - June 30, 2016**



GUARDIAN®

DENTAL | DISABILITY | LIFE | VISION | CRITICAL ILLNESS | CANCER | ACCIDENT

The Guardian Life Insurance Company of America 7 Hanover Square, New York, NY 10004-4025

What you'll find in this package

RENEWAL INFORMATION	PAGE
Renewal Premiums At-a-Glance	1
Renewal Rates At-a-Glance	2
Dental Details	3

Renewal Premiums At-a-Glance

EMPLOYER-SPONSORED COVERAGE		
Coverage	Current Annual	Renewal Annual
Dental	\$109,318	\$122,110

KEY POINTS OF INFORMATION REGARDING PLAN PRICING

Product-specific rates shown in this package have been determined based on a number of factors, including:

- Employee age and gender
- Group location
- Changes in group size
- Claims experience (when applicable)

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - PPO VU0Y					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	40	\$29.98	\$14,390	\$33.49	\$16,075
EE & SP	11	\$63.07	\$8,325	\$70.45	\$9,299
EE & CH	15	\$82.04	\$14,767	\$91.64	\$16,495
FAMILY	52	\$115.12	\$71,835	\$128.59	\$80,240
TOTAL	118		\$109,318		\$122,110

Your dental and/or vision premium includes 3.20% to cover the expected cost of the Health Insurance Fee. This fee is not tax deductible to insurance carriers and applies to all insurers offering fully insured medical, dental, and vision coverages.

Current Dental Plan Information

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY		
	In-Network	Out-of-Network
Coinsurance		
Preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Deductible		
	\$0	\$50
Waived for preventive?	Yes	Yes
Maximum		
	\$1,500	\$1,500
Orthodontia		
	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$700
Rollover Amount		\$350
In-network only rollover		\$500
Max Rollover Limit		\$1,250
Dependent Age Limit		26/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2015

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	96	\$0.00
\$1 - \$250	1	\$7.60
\$251 - \$500	87	\$40,744.40
\$501 - \$750	16	\$11,059.40
\$751 - \$1,000	52	\$51,400.00
Over \$1,000	69	\$82,850.00
TOTAL	225	\$186,061.40

3 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2015 are applied to the members Maximum Rollover Account for use starting the next benefit year.

Additional Dental Information

HOW WE DETERMINED THE RENEWAL ACTION

	Experience Period 02/01/2014 - 01/31/2015
Total Dental Claims Paid	\$86,728
Amount Guardian paid for the plan's dental claims	
Adjustment for Plan Changes	\$0
Value to adjust paid claims amount to the plan's current utilization level	
Mature Adjustment	\$0
Claim \$ incurred, but not yet reported at the end of the experience period	
Adjustment for Enrollment Change - Adjustment to account for growth or shrinkage in plan enrollment during the experience period	\$347
Incurred Claims Adjustment	\$1,393
Adjustment to account for increase in value of incurred yet unreported claims	
Incurred Claims in Experience Period	\$88,468
Claims Trend	\$4,423
Expected increase in future claims cost due to common plan/environment changes	
Adjustment for Claims from Prior Period - Adjustment to trended incurred claims based upon group experience immediately prior to the current period.	-\$953
Manual Claims Adjustment - Adjustment to trended incurred claims for expected manual claims based on the plan's specific demographic characteristics	\$0
Adjustment for Exposures in Renewal Period	-\$452
Expected change in claims cost due to difference between current enrollment and experience period average enrollment	
Incurred Claims Projected to Renewal Period	\$91,486
Retention - Cost for Guardian to administer the plan for the upcoming year	\$27,481
Underwriting Risk Adjustment	\$0
Calculated Renewal Premium	\$118,967
Premium Based on Current Rates and Enrollment	\$106,469
CALCULATED RENEWAL ACTION	11.7%
FINAL RENEWAL ACTION	11.7%

Additional Dental Information

SUMMARY OF PLAN EXPERIENCE

For period: 02/01/2014 - 01/31/2015

CURRENT ENROLLED	PREMIUM	PAID CLAIMS
118	\$107,911	\$86,728

HOW WE DETERMINE TREND

Period 02/01/2014 - 01/31/2015

Midpoint of Experience Period	08/01/2014
Midpoint of Rating Period	01/01/2016
Months from Midpoint to Midpoint	17
Annual Trend	3.5%
5- Month Trend	1.4%
Trend from Midpoint of Experience to Midpoint of Rating Period	4.994%

17 Months from Midpoint to Midpoint

MIDPOINT

02/01/2014 08/01/2014 01/31/2015

EXPERIENCE PERIOD

MIDPOINT

07/01/2015 01/01/2016 06/30/2016

RATING PERIOD



February 23, 2015

L/P INSURANCE SERVICES, INC.
300 EAST 2nd STREET, SUITE 1300
RENO, NV 89501

Dear L/P INSURANCE SERVICES, INC:

Group Policy Renewal for Truckee Meadows Fire Protection District

Thank you for placing your trust in Standard Insurance Company. We appreciate the opportunity to provide you with quality products to support your clients' employee benefits needs. In this packet, we will review premium rates for Truckee Meadows Fire Protection District as of their June 1, 2015, policy renewal.

The Standard recognizes that real value in employee benefits comes only from the right combination of a quality product, competitive price and superior customer service.

In addition to Life we also offer Long Term Disability, Short Term Disability and Dental. Please keep us in mind and let us know if Truckee Meadows Fire Protection District would like a quote for any of these lines of coverage.

If you have any questions about premium rates or our review process, the San Francisco Employee Benefits Sales and Service Office at (800) 428-0505 is available to serve your needs. We value your business and welcome the opportunity to provide continued assistance to you and your clients.

Cordially,

Brandon L Stokes
San Francisco Sales and Service Office
Employee Benefits Division
Standard Insurance Company



February 23, 2015

Truckee Meadows Fire Protection District
Attn: Maureen O'Brien
1001 E Ninth St
Reno NV 89512

Group Number 154720

Thank you for allowing Standard Insurance Company to provide quality products to support your employees' insurance needs. We are pleased to renew your policy with continued coverage and services.

We have carefully reviewed the current composition of your organization, evaluating age, occupation, gender and salary of your insured employees. Based upon this review and application of rate factors appropriate for your industry classification, we are renewing your policy at existing premium rates as indicated in the chart below. These rates are guaranteed until June 1, 2018.

Product & Services	Through 05/31/15	Effective 06/01/15
Basic Life	\$0.16 Per \$1000 of Benefit	\$0.16 Per \$1000 of Benefit
Basic AD&D	\$0.07 Per \$1000 of Benefit	\$0.07 Per \$1000 of Benefit

If you have any questions about your rates or our review process, the San Francisco Employee Benefits Sales and Service Office at (800) 428-0505 is available to serve your needs. We value your business and welcome the opportunity to provide continued assistance to you.

Sincerely yours,

Emily Williams
Associate Underwriter
Employee Benefits Division
Standard Insurance Company

cc: L/P INSURANCE SERVICES, INC.
San Francisco Employee Benefits Sales and Service Office



January 30, 2015

MS. VICKI VAN BUREN
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
PO BOX 11130
RENO, NV 89520-0027

DEAR MS. VICKI VAN BUREN:

Thank you for choosing VSP® Vision Care. We put your employees first and guarantee their satisfaction. As the only national not-for-profit vision company, VSP gives you:

- Lowest employee out-of-pocket costs
- Reduced healthcare costs
- World Class Service

Your VSP plan automatically renews on June 1, 2015. No action is required to continue to receive consumers' #1 choice in vision care.

Group Name/Number:	TRUCKEE MEADOWS FIRE PROTECTION DISTRICT / 30010936
Renewal Period:	July 1, 2015 - June 30, 2017
Current Plan Frequency:	12 / 12 / 24
Current Copay:	\$10 Exam / \$25 Materials
Current Allowance:	\$120.00 Retail Frame / \$120.00 Elective Contact Lenses
Current Rates:	\$7.98 / 12.77 / 13.03 / 21.01
Renewal Rates:	\$8.38 / 13.41 / 13.68 / 22.06

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Contact Lens Benefit

This benefit design allows members to use their full contact lens allowance toward contact lenses and provides both standard and premium fit contact lens wearers a covered-in-full contact lens exam after a copay that will never exceed \$60.

Alternative Offering

We're pleased to offer the following **plan frequency and/or copay alternative** to the current renewal to deliver greater employee value:

Alternate Plan Frequency:	12 / 12 / 24
Alternate Copay:	\$10.00 Exam / \$30.00 Materials
Alternate Allowance:	\$120.00 Retail Frame / \$120.00 Elective Contact Lenses
Alternate Renewal Rates:	\$7.92 / 12.67 / 12.93 / 20.85

Please let me know if you have any questions about your VSP plan. Should you choose to accept the renewal alternative or would like to see additional options to enhance your benefit or lower your premium, please contact me at the number below and I can assist you.

Cordially,

Melissa Clark (800) 852-7600

Western Team

Reimbursement Account Administrative Services Agreement

This Administrative Services Agreement ("Agreement") is entered into by **Truckee Meadows Fire Protection District** ("Employer") and **Discovery Benefits, Inc. ("DBI")** as of **06/01/2015** ("Effective Date").

Recitals

The Employer has adopted an Internal Revenue Code Section 125 Cafeteria Plan ("125 Plan") for its eligible employees. Employer has also adopted one or more of the following: a health flexible spending arrangement ("Health FSA"), a dependent care flexible spending arrangement ("Dependent Care FSA") (a Health FSA and a Dependent Care FSA shall be referred to collectively as an "FSA"), a limited purpose health flexible spending arrangement ("Limited Health FSA"), a health reimbursement arrangement ("HRA"), a limited purpose health reimbursement arrangement (Limited HRA) and/or a qualified transportation fringe benefit plan under Code Section 132(f) ("Transportation Accounts" or "TSA"). Collectively, the foregoing arrangements and plans shall be referred to as the "Plan."

The Employer desires DBI to assist in the administration of the Plan, and DBI desires to assist the Employer in the administration of the Plan on the terms outlined below.

Therefore, the Employer and DBI agree that DBI shall assist in the administration of the Plan on the following terms:

- The Employer has established the Plan for the exclusive benefit of its employees.
- The Employer is the administrator of the Plan.
- DBI acts as agent on behalf of the Employer.

The Employer remains responsible for maintaining the Plan, including the establishment of eligibility and paying all benefits owed or established under the Plan to its participants; DBI is to provide the agreed upon services to the Plan, without assuming any liability beyond the performance of services as set forth below.

Now therefore, in consideration of good and valuable consideration, the parties agree as follows.

Article 1 - Benefits Administrative Services

Services provided by DBI in the administration of the Plan shall include the following:

1.1 Plan Administration

DBI shall assist the Employer in the administration of the Plan as provided in this Agreement. The specific Plans that DBI shall assist with and that are covered by this Agreement are listed in Exhibit A. If a Plan is not covered by this Agreement as provided in Exhibit A, then DBI shall have no responsibilities or duties with respect to such non-covered Plan. DBI's duties with respect to the Plan shall be limited to those expressly provided in this Agreement or subsequently agreed to in writing by DBI and the Employer.

1.2 Plan Documents

DBI shall assist the Employer in the establishment and operation of the Plan by providing sample documents for review by the Employer's legal counsel, including a sample plan document, summary plan description and other documents relating to the administration of the Plan. It is the Employer's responsibility to ensure that the documents are legally compliant for purposes of the Employer's needs and business, are appropriately completed, are in compliance with the requirements of the Employer's Plan and are appropriately and timely adopted by the Employer. The Employer shall provide DBI with an executed copy of the plan document.

1.3 Plan Document Compliance

DBI shall provide a sample plan document, summary plan description and other applicable documentation, which shall be up-to-date based on any legal or regulatory requirements then in effect, and DBI's internal policies and procedures, which may be changed by DBI from time to time. Periodically, DBI shall provide necessary Plan amendments to the sample Plan documents for review by the Employer's legal counsel. If the Employer provides its own plan document and/or summary plan description, DBI shall not be obligated to provide any amendments or updates other than those described in the preceding sentence. It is the Employer's responsibility to ensure that the amendments and other revisions are legally compliant for the Employer's purposes, are appropriately completed, are in compliance with the requirements of the Employer's Plan and are appropriately and timely adopted by the Employer.

1.4 Record-Keeping

DBI shall assist the Employer in the development and maintenance of administrative and record-keeping systems for the Plan. The recordkeeping services are listed in Exhibit A.

Reimbursement Account Administrative Services Agreement

1.5 Reporting Obligations

DBI shall provide general information regarding reporting and disclosure requirements relating to the Plan and shall provide the Employer with information reasonably available to DBI that is necessary for the Employer to prepare the annual Form 5500. DBI shall not be responsible for the accuracy of any information provided by the Employer in preparation of any of these reports nor shall DBI be responsible for determining the level of compliance required by the Employer's Plan. It is the sole responsibility of the Employer to assure compliance with all legal reporting and disclosure requirements.

1.6 Forms

DBI shall provide administrative forms for the Employer's use in administering the Plan. Administrative forms are available on the Internet at www.discoverybenefits.com. All forms and user guide information shall be subject to periodic updates and revisions. DBI shall also provide instructions and forms for the processing of benefit claims under the Plan.

1.7 Plan Payments

Using funds received from the Employer, DBI shall pay the amounts due as a result of the operation of the Plan and in compliance with the participant's current Plan elections.

1.8 Claims Processing

DBI shall process claims received from Employer or Plan participants on a daily basis Monday through Friday, during regular business hours (6:00 a.m. to 9:00 p.m. Central Time Monday through Friday, excluding holidays). DBI shall arrange for the payment of approved reimbursement requests as provided in the Plan. DBI shall consider any initial claims for benefits made under the Plan, provided the claim is in accordance with the Plan, the summary plan description and any reasonable rules established by DBI and communicated to participants. DBI shall grant or deny each participant's initial claim for benefits after making such investigation, as it deems necessary.

- a) If DBI finds that a participant is entitled to the benefits under the Plan, DBI shall arrange for the proper payment from the Plan, using the funds provided by the Employer.
- b) If DBI finds that a participant is not entitled to benefits under the Plan, DBI shall provide to such participant a written notification of its decision as soon as administratively practicable after the claim was received by DBI, but no later than the time period required by Section 503 of ERISA and 29 CFR § 2590.715-2719, if applicable. The written notice shall comply with the requirements set out in Section 503 of ERISA and 29 CFR § 2590.715-2719, if applicable. To the extent that DBI provides foreign language assistance to a participant, Employer shall reimburse DBI for any related fees and expenses.
- c) DBI shall establish a procedure to receive appeals of initial denials of benefit claims. DBI shall be responsible for making the decision to allow or deny all appeals of denied benefit claims and for notifying each participant of the decision regarding the appeal consistent with Section 503 of ERISA and 29 CFR § 2590.715-2719, if applicable. In making the decisions regarding claims for benefits and appeals of denied claims, DBI shall have discretionary authority to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything herein to the contrary, the Employer shall be responsible for making any and all eligibility determinations. All remaining fiduciary duties under this Agreement are the responsibility of Employer.

1.9 Monthly Reports

DBI shall render reports to the Employer, which include the following:

- Employer Funding Report – Frequency is dependent on funding method (daily or monthly)
- Payment History Report – On demand
- Enrollment Report – Monthly and on demand
- Account Balance Detail Report – Monthly and on demand
- Payroll Deduction Report – Timing based on payroll frequency for auto-post groups
- A monthly statement of the fees due to DBI

1.10 Custodial Account

Funds provided to DBI by the Employer for the payment of Plan benefits ("Employer Funds") shall be held in a Custodial Account pursuant to Article 3 of this Agreement.

1.11 Forfeited Funds

Except for those amounts which are subject to carryover, if elected by the Employer in accordance with IRS Notice 2013-71, all amounts that remain unpaid for a Flexible Spending Account or Transportation Account after the end of the period specified by the applicable Plan during which the participant can make a claim, plus any periods for appeal or any claim dispute, shall be immediately forfeited by participant to the Employer, minus any applicable fees and expenses that are owing to DBI pursuant to this Agreement (or any other agreement between the Employer and DBI). Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed or

Reimbursement Account Administrative Services Agreement

uncashed, and that remain unpaid after the end of the run-out period selected by the Employer, shall be returned to the Employer, minus any applicable fees and expenses that are owing to DBI pursuant to this Agreement (or any other agreement between the Employer and DBI). The direct terms of an applicable Plan document may alter the forfeiture provisions of this subsection with respect to only a Plan participant.

1.12 Fidelity Bonds

DBI shall maintain a fidelity bond or another similar insurance policy that provides adequate coverage for DBI and any of its employees who may collect, disburse, or otherwise handle or have possession of any funds provided by the Employer or who may have the authority to order disbursements or payments on behalf of the Plan.

1.13 Plan Data

a) DBI agrees to retain for eight (8) years Employer Plan records under this Agreement, including without limitation records of all assets and transactions involving the Custodial Account. Upon termination of this Agreement, DBI will maintain Employer's records in an electronic format up to eight (8) years.

b) Following the Agreement's termination and provided all fees have been paid, DBI will cooperate with Employer (or Employer's subsequent service provider) to effect an orderly transition of services covered by the Agreement and will release to Employer (or Employer's subsequent service provider), in DBI's standard format, a copy of all data, records and files regarding qualified beneficiaries within a reasonable time period following the termination date. All costs associated with the release of data, records and files from DBI to Employer shall be paid by Employer.

c) Upon termination of this Agreement, DBI will be entitled to retain a copy of all "Information" (as defined in Section 2.15(a)), including any data, records and files released by DBI pursuant to Section 1.13(b), and will be entitled to continue to use and disclose such Information for claims, audit, legal and contractual compliance purposes to the extent permitted by law.

1.14 Notice of Litigation

DBI shall notify the Employer promptly of any summons, complaint, or other communication concerning threatened litigation and any inquiry by any governmental agency that is related to the Employer's Plan, unless such notification would be a violation of applicable law.

1.15 Confidentiality

DBI shall keep confidential all information it obtains concerning the Plan. Other than in due course of business, such information must not be disclosed without prior approval of the Employer or as otherwise provided for in Article 4.

1.16 Claims Fiduciary

DBI has a fiduciary duty only to the extent described in Section 1.8. All remaining fiduciary duties under this Agreement are the responsibility of the Employer.

1.17 Disclaimer

DBI shall not be liable or use its funds for the payment of benefits under the Plan, including, without limitation, where sought as damages in an action against the Employer, DBI or the Plan. DBI does not insure or underwrite the Employer's liability to provide benefits under the Plan, and the Employer shall have the sole responsibility and liability for payment of all benefits under the Plan.

1.18 Audit

During the term of this Agreement, and at any time within six (6) months following its termination, the Employer or a mutually agreeable entity may audit DBI to determine whether DBI is fulfilling the terms of this Agreement with respect to processing claims for benefits. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by DBI. All audits shall be limited to claims information relating to the calendar year in which the audit begins and/or the immediately preceding calendar year. The Employer shall pay or cause to be paid any expenses that it incurs in connection with the audit. Audits will be subject to the following additional requirements:

- a) Audits must be completed within 6 months following the date the audit begins.
- b) The Employer will utilize individuals to conduct audits on its behalf who (i) are qualified by appropriate training and experience for such work; (ii) will perform its review in accordance with published administrative safeguards or procedures against unauthorized use or disclosure (in the audit report or otherwise) of any individually identifiable information (including health care information) contained in the information to be audited; and (iii) will not make or retain any record of payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit. There must be no conflict of interest which would prevent the auditor from performing an independent audit. Auditors may not be compensated on the basis of a contingency fee or a percentage of overpayments identified.

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- c) Audits are subject to any related proprietary and confidentiality requirements protecting the nature of the data, and before the audit commences the Employer and any independent third party auditor shall execute a confidentiality agreement the scope of which shall be reasonable and shall be determined by DBI.
- d) The Employer shall provide at least sixty (60) days advance notice of its intent to audit in writing. At least four (4) weeks in advance of commencement of the audit, the Employer or its representative will provide DBI with a complete and accurate listing of the transactions to be pulled for the audit.
- e) Prior to the audit, the auditors will provide a listing of the transactions selected for testing and the specific service for which each item is being tested. The sample must be based on a statistical random sampling methodology (e.g., systematic random sampling, simple random sampling, stratified random sampling). DBI will provide timely inquiry and feedback at the time of the proposed audit regarding the sample size and sampling methodology as it relates to the objective of the audit proposed by the Employer or its representatives.
- f) The auditors will provide their draft audit findings to DBI, in writing, before a final audit report is presented to the Employer. This draft will provide the basis for discussions between DBI and the auditors to resolve disagreements and summarize the audit findings. DBI shall have a right to review the final Audit Report, before delivery to the Employer. Auditors shall provide DBI with a copy of the final audit report delivered to the Employer and DBI shall have the right to include with the final Audit Report a supplementary statement containing facts that DBI considers pertinent to the audit.

1.19 Red Flags Rule Compliance

To the extent applicable, DBI shall comply with the Red Flags Rule with respect to the Covered Services. For purposes of this provision, (a) "Red Flags Rule" mean the regulations adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention and mitigation of identity theft, and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended, and (b) "Covered Services" mean the services provided by DBI (if any) with respect to the Plan, as designated in Exhibit A and described in Exhibit C, that allow Plan participants to pay for eligible expenses under the Plan with a debit or other stored-value card and any other services provided by DBI under this Agreement that are covered by the Red Flags Rule, as determined by DBI in its sole discretion.

As a part of the Red Flags Rule compliance, DBI shall adopt, maintain and use appropriate and commercially reasonable rules, procedures and safeguards to detect and identify red flags and to prevent and mitigate identity theft, as required by the Red Flags Rule. Such rules, procedures and safeguards shall be set forth in a written program that complies with the Red Flags Rule (the "Red Flags Program"). DBI shall, upon request, make available to Employer a copy of its Red Flags Program. The parties agree that if a Breach of Unsecured PHI (as defined in the Business Associate Agreement between the parties) and a violation of the Red Flags Rule occur with respect to the same incident, both the Red Flags Rule and the Business Associate Agreement provisions shall apply, except that the notice requirements of the Business Associate Agreement shall satisfy any notice obligations of this section.

1.20 Overpayments

If DBI determines that it has paid Plan benefits to an ineligible person or for more than the appropriate amount, DBI shall undertake a good faith effort to recover such erroneous payment. DBI shall have the sole discretion to determine what constitutes a "good faith effort" for purposes of this provision, which efforts may vary from time to time according to the circumstances of the overpayment, but may include DBI's attempt to contact the participant twice via letter, phone, email or other means regarding the recovery of the payment at issue. The Employer shall cooperate fully with DBI's efforts to recover overpayments of Plan benefits pursuant to this Section 1.20.

1.21 External Review

To the extent that the external review requirements set forth in 29 CFR § 2590.715-2719, shall apply to the Plan, DBI shall serve as a conduit for external review requests. In that regard, DBI shall send appropriate information to, and shall cooperate fully with, the external review organization conducting the review. Any fees and/or expenses related to a request for external review shall be paid by the Employer. If DBI pays any such fee or expense on behalf of Employer, Employer shall reimburse DBI promptly upon request.

Article 2 - The Employer's Responsibilities

Responsibilities of the Employer in the administration of the Plan shall include the following:

2.1 General Compliance

Although DBI serves as Employer's agent for services rendered pursuant to this Agreement, the Employer remains solely responsible for all Plan activities, including compliance with the Patient Protection and Affordable Care Act of 2010 ("ACA"), Employee Retirement Income Security Act of 1974 ("ERISA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Internal Revenue Code, (the "Code"), or other applicable laws or regulations. Employer agrees to hold DBI harmless (including reasonable attorney fees and costs) and expressly releases all claims against DBI in connection with any

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claim or cause of action, for any occurrences prior to the effective date of this Agreement, that results from the failure or alleged failure of Employer (its officers and employees, and any other entity related to or performing services on behalf of Employer) to comply with ACA, ERISA, HIPAA, the Code or any other applicable law or the provisions of this Agreement, or its failure to provide DBI with the required information for proper and timely reporting under the MSP secondary payor requirements for Employer's HRA participants.

2.2 Participants

The Employer shall provide DBI with a complete list of all employees eligible to participate in the Plan, and any other demographic and related information that DBI may need to properly administer the Plan pursuant to this Agreement. Employer shall notify DBI on a monthly basis of all changes in its employees eligible to participate in the Plan. Employer shall be responsible to collect and provide to DBI in an electronic format all required information to ensure compliance with the MSP Secondary Payor rules and regulations where DBI acts as a Responsible Reporting Entity (RRE) for HRA plans offered by Employer. Employer shall be solely responsible for determining its employees who are eligible to participate in the respective Plans, collecting the requested information from employees and informing DBI of such affected or eligible employees.

2.3 Contributions

The Employer shall contribute funds into the Custodial Account to be used to pay Plan benefits or other Plan expenses as agreed to herein and in accordance with the Plan. Contributions to the Custodial Account shall consist solely of general assets of the Employer. Participant contributions, if any, made by employees to the Plan through salary reduction or otherwise, shall be used to reimburse Employer for contributions advanced by the Employer to pay benefits under the Plan.

2.4 Enrollment

The Employer shall assist in the enrollment of the employees in the Plan, cooperate with DBI with regard to proper settlement of the claims and transmit any inquiries pertaining to the Plan to DBI. Late notification of Plan eligibility or incorrect Plan eligibility information provided by the Employer to DBI may result in erroneous Plan benefit payments. In this event, the Employer shall be solely responsible for any such erroneous payment and the Employer shall also be solely responsible for collecting any such erroneous payments from the employee. If there are insufficient Employer funds that are available to restore the erroneous payments or the requested reimbursement of funds would otherwise cause the Minimum Account Balance deposit to become insufficient, DBI has the right to request immediate restoration of funds from the Employer directly and suspend or terminate all services under this Agreement.

2.5 Amendments

The Employer shall provide DBI with a copy of any contemplated amendment to the Plan no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances may the Employer adopt any amendment that would alter DBI's duties hereunder without prior written consent of DBI. In addition, DBI shall have no obligation to provide any Plan amendments or updates to the Employer other than as described in Section 1.3.

2.6 Plan Documents

The Employer shall file with the appropriate governmental agencies all required returns, reports, documents and other papers relating to the Plan. The Employer shall distribute to participants all materials and documents as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of applicable law and the Employer shall remain responsible for the final contents of all materials and documents.

2.7 Summary Plan Description

The Employer shall distribute to its employees participating in the Plan a copy of the summary plan description and/or the Summary of Benefits and Coverage.

2.8 Non-discriminatory Plans – 125 Plan and FSA

At no additional charge, DBI shall perform the following three quantitative non-discrimination tests based on information provided by Employer: Section 125 25% Key Employee Concentration Test; Section 129 More than 5% Owners Concentration Test; and Section 129 55% Average Benefits test. The standard non-discrimination tests described in the preceding sentence shall be performed twice during the plan year unless the parties agree otherwise. All other non-discrimination tests are the responsibility of the Employer to complete. However, for an additional charge, DBI may provide other non-standard non-discrimination testing services, including re-running a test that is failed. The Employer must provide DBI with the information that DBI needs to perform the nondiscrimination testing services required under this Agreement. This information must be provided in the file format required by DBI. The Employer's HRIS/payroll system is the system of record for non-discrimination testing information, and DBI may rely on the information provided by the Employer in performing any testing. Employer shall maintain a non-discriminatory Plan or, shall be responsible for taking any immediate corrective action required in the event the Plan becomes discriminatory. DBI shall cooperate with the Employer fully to implement any corrective action that is required as a result of the failure or potential failure of one or more applicable discrimination tests.

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2.9 Non-discriminatory Plans – HRA

All HRA non-discrimination tests are the responsibility of the Employer to complete. However, for an additional charge, DBI may provide non-discrimination testing services for the HRA, including re-running a test that is failed. The Employer must provide DBI with the information that DBI needs to perform the nondiscrimination testing services required under this Agreement. This information must be provided in the file format required by DBI. The Employer's HRIS/payroll system is the system of record for non-discrimination testing information, and DBI may rely on the information provided by the Employer in performing any testing. Employer shall maintain a non-discriminatory Plan or, shall be responsible for taking any immediate corrective action required in the event the Plan becomes discriminatory. DBI shall cooperate with the Employer fully to implement any corrective action that is required as a result of the failure or potential failure of one or more applicable discrimination tests.

2.10 Claims Based Funding

If Claims Based Funding is selected, Employer gives DBI approval to draft applicable amounts from the Employer's United States bank account to the Custodial Account from which disbursements can be made on the Employer's behalf for qualifying expenses, which are otherwise specified by the Employer in its Plan document, or as provided for under the Code. Disbursements will not be made until the amounts are credited to the Custodial Account.

2.11 Deduction/Contribution Based Funding

If Deduction/Contribution Based Funding is selected, Employer shall establish a pre-determined initial deposit (known as the "Minimum Account Balance") within the Custodial Account that will adequately fund the reasonable needs of the Employer's Plan. If the Employer's account balance falls below the Minimum Account Balance amount, the Employer will be notified of the deficiency and will be further required to transfer additional monies until such time the Employer's Minimum Account Balance can be restored. If the Employer fails to immediately restore the Minimum Account Balance, DBI shall have the immediate right to suspend or terminate all services under this Agreement after providing written notice of the deficiency to the Employer (see "Termination" section below).

2.12 Debit Card Payments

All participants in the Health FSA, Dependent Care FSA, Transportation Fringe Benefit Plan (TSA) or a comprehensive HRA shall automatically receive one or more debit cards. The terms of the debit card provisions shall control and are incorporated as Exhibit C.

2.13 Ownership of Account Asset

All amounts transferred by the Employer to the Custodial Account, as described herein, remain the Employer's general assets. DBI or its representatives shall only be responsible for administering the Employer's funds in accordance with the terms of this Agreement. Amounts transferred by the Employer shall only be disbursed from the Custodial Account by DBI or any of its designees, if it is an allowable Plan expense as determined by the Employer or its representative (including DBI), or as otherwise required by a court of appropriate jurisdiction.

2.14 Employee Fraud

The Employer is solely responsible for making the Plan whole if fraud is committed against the Plan by Plan participants or Employer's employees. DBI shall not be responsible for pursuing or correcting any such actions.

2.15 Reliance by DBI

(a) DBI shall provide the services in accordance with this Agreement based on Information that is provided to DBI by Employer, any designee or agent of Employer (as designated by Employer). For this purpose, "Information" means all data, records and other information supplied to DBI, obtained by DBI or produced by DBI (based on data, records or other information supplied to, or obtained by, DBI) in connection with performing the services pursuant to this Agreement, including any information provided by the Employer in accordance with Section 2.2, regardless of the form of the Information (e.g., paper, oral, electronic etc.) or the manner in which the Information is provided to DBI.

(b) Employer has authorized and instructed DBI in this Agreement to implement its standard administrative forms and procedures to provide services in accordance with this Agreement. DBI's standard administrative procedures may be revised by DBI at any time without notice. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. DBI is entitled to rely on the most current Information in its possession when providing services under this Agreement. DBI is not responsible for any acts or omissions it makes in reliance on: (i) direction or consent by Employer, any designee or agent of Employer (as designated by Employer) or a qualified beneficiary; or (ii) inaccurate, misleading or incomplete Information.

(c) Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard forms and procedures, DBI may (but need not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including

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reasonable attorney fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

Article 3 - Custodial Account

3.1 Appointment and Acceptance of Custodian

By signing this Agreement, the Employer appoints DBI as custodian of Employer Funds for the purposes and upon the terms and conditions set forth in this Agreement, and DBI accepts such appointment and agrees to act as custodian hereunder and to hold any Employer Funds received by and hereunder in accordance with the terms and conditions set forth in this Agreement.

3.2 Custodial Account

DBI shall open and maintain one or more depository accounts (the "Custodial Account") at Bell State Bank & Trust, Fargo, ND (the "Bank") and hold in such Custodial Account all Employer Funds initially transferred by the Employer plus any additional Employer Funds that may be received from the Employer for the Custodial Account from time to time. For administrative convenience and to reduce costs, DBI shall hold the Employer Funds of the Employer together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by DBI). However, DBI shall maintain records as to the exact amount of funds allocated to each employer so that each employer has a legal right to the specific amount of its funds held in the Custodial Account (minus any applicable fees or other costs as set forth in this Agreement). At all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term, "Custodial Account," shall refer to either the separate subaccount for the Employer or all of the subaccounts for all employers in the aggregate.

3.3 Employer Funds

DBI and the Employer intend and agree that all Employer Funds transferred by the Employer to the Custodial Account shall be comprised of and shall remain the Employer's general assets. In no event will Employer deposit funds that constitute or include participant or employee contributions to employee benefit plans, whether made by salary reduction or otherwise, as those terms have their general meanings under ERISA. Except to the extent that outstanding checks have been written or withdrawals made against the Custodial Account balance on behalf of Employer, the Employer Funds may be withdrawn by the Employer at any time (minus any applicable fees or other costs as set forth in this Agreement), and are subject to Employer's general creditors in the same manner as funds contributed to Employer's ordinary checking accounts. Notwithstanding the forgoing, this Agreement does not alter or eliminate any separate obligation of the Employer to fund and maintain a Minimum Account Balance in the Custodial Account pursuant to Section 2.11 of this Agreement.

3.4 Disbursements

DBI shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices and procedures established by DBI for this purpose, and as set forth in the Plan or as otherwise agreed upon or directed by Employer. DBI shall neither have nor shall be deemed to have any discretion, control, or authority with respect to the disposition of Employer Funds.

3.5 Compensation

Employer acknowledges and understands that DBI may receive interest from time to time on the funds held in the Custodial Account and that any such interest received by DBI shall be part of DBI's compensation. Employer acknowledges and understands that compensation otherwise charged by DBI for services under this Agreement would be higher if it did not retain such interest on these funds. The period during which interest may be earned begins on the date the funds are transferred to the Custodial Account and ends when this Agreement terminates. Funds shall be disbursed on a first-in-first-out basis.

3.6 Maintenance of Records

Upon the Employer's written request, DBI shall provide the Employer with an accounting of all assets, transfers and transactions involving the Employer's Custodial Account, including description of all receipts, disbursements and other transactions. Bank charges may apply for providing copies of checks, statements or other certified documentation.

3.7 Resignation of Custodian

DBI may resign from its duties as custodian pursuant to this Article 3 at any time by giving written notice to Employer no less than sixty (60) days prior to the effective date of such resignation; provided, in any event, that such resignation shall not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to Employer.

Article 4 - Confidentiality

Neither party shall disclose Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) is subsequently learned

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from a third party that does not impose an obligation of confidentiality on the receiving party; (iii) was known to the receiving party at the time of disclosure; (iv) was generated independently by the receiving party; or (v) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer's or the Plan's Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, Confidential Information shall mean any information identified by either party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, employees, service methods, software, documentation, financial information, prices and product plans (including Information as defined in Section 2.15). DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

DBI represents and warrants that it has implemented and maintains a written and comprehensive information security program, and complies with all applicable laws and regulations, including without limitation state privacy and data security laws and regulations, such as the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00).

Article 5 - Term of the Agreement

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve months (the "Initial Term"). This Agreement shall automatically renew for another twelve months at the end of the Initial Term and every twelve (12) months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent twelve (12) month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes. DBI reserves the right to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.

Article 6 - Termination of the Agreement

- 6.1** This Agreement may be terminated by either the Employer or DBI without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice. Except as provided in Section 6.4, all obligations of DBI relating to payment of claims under the Employer's Plan will be terminated on the effective date of termination given in the notice regardless of when the claim for such benefits is incurred.
- 6.2** The Agreement shall automatically terminate:
- a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
 - b) If any administrative fee for any service provided by DBI to Employer remains unpaid to DBI beyond thirty (30) days past the due date, upon notification by DBI to the Employer in writing that DBI intends to exercise its option to enforce this provision;
 - c) If at any time the Employer fails to provide funds for the payment of Plan benefits or fails to restore the Minimum Account Balance, upon written notification by DBI; or
 - d) If Employer fails to provide the required information in a timely manner to ensure compliance with the MSP Secondary Reporting required for HRAs.
- 6.3** If either party is in default under any provision of this Agreement, the other party may give written notice to the other party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice.
- 6.4** When this Agreement is terminated, DBI will immediately cease the performance of any further services under this Agreement unless both parties agree that DBI shall continue performing services during any post-termination "run-out" period. If the Employer engages DBI to administer a post-termination "run-out period" in accordance with the terms of the plan document, DBI will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of the "run-out fee," DBI will continue the processing of qualifying expense reimbursements and general Plan administration with respect to any claims that are received by DBI on or before the date agreed to by the parties in writing.
- 6.5** Upon the completion of the later of the Agreement, or any agreed-upon "run-out period," DBI will cease the processing of any expense reimbursement requests received after the "run-out period" terminates and the Employer shall be immediately responsible for all aspects of its Plan, including the processing of all expense reimbursements, annual reporting and general plan administration. DBI shall also return any funds in the Custodial Account that have not been used for Plan benefit payments to the Employer, along with any unpaid or other pending payment requests and/or any subsequent reimbursement

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requests that are received after the date of the specified run-out period. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of applicable unpaid fees and other expenses under this Agreement or any other agreement between the parties. If necessary, DBI shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to DBI as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

- 6.6** Within sixty (60) days after the later of the termination of this Agreement or the applicable run-out period DBI shall prepare and deliver to the Employer a complete and final accounting and report of the financial status of the Plan as of the date of termination, together with all books and records in its possession and control pertaining to the administration of the Plan, all claim files, and all reports and other paper pertaining to the Plan.

Article 7 - Cost of Administration

7.1 Plan Administrative Services Fees

DBI shall be entitled to a fee for its services to the Plan and under this Agreement, which shall be payable in accordance with the fee schedule attached as Exhibit B. Monthly fees will be invoiced monthly and are due within thirty (30) days after invoice.

7.2 Compliance with Anti-Rebating Laws

Employer represents and warrants that, if someone other than Employer is paying DBI's fees on behalf of the Employer, such payment shall not violate any applicable anti-rebating laws. Furthermore, Employer agrees to hold DBI harmless (including reasonable attorney fees and costs) from any and all losses which may result from a breach of this provision.

7.3 Past Due Amounts

Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if the Employer fails to pay DBI within the required time period any amount (except for amounts subject to a good faith dispute) that is due as a result of any product or service provided by DBI to the Employer under this Agreement or any other agreement between the parties, including, without limitation, services provided with respect to flexible spending arrangements, health reimbursement arrangements, individual premium reimbursement accounts, qualified transportation programs or health savings accounts, DBI shall be permitted to deduct the past due amount from any funds held by DBI that were provided by the Employer pursuant to this Agreement or any other agreement between the parties without prior notice and without prior approval of the Employer. This right of offset shall be in addition to any other remedies that DBI may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past due amount is paid in full as a result of the offset rights provided herein.

7.4 Participant Definition

Reimbursement Account participants (FSA, HRA, and TSA) are defined as those individuals who are eligible to receive reimbursement from their account based on the Employer's Plan document, including carryovers in accordance with IRS Notice 2013-71 or applicable grace period per IRS code section 1.125-1(e). Participant counts for billing purposes are determined on the last business day of each month. In addition, Participants that lose eligibility to receive reimbursement after the first business day of a month will be included in the count for that month's billing.

Article 8 - Miscellaneous Provisions

8.1 Governing Laws

The laws of the State of North Dakota shall govern this Agreement, to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

8.2 Binding Agreements

This Agreement, including any Exhibits attached, constitutes the entire contract between DBI and Employer and no modification or amendment shall be valid unless agreed to in writing by both parties. If there is an inconsistency between the terms of this Agreement and the terms of any prior agreement between the parties, the terms of this Agreement will control, unless otherwise provided in such other agreement.

8.3 Final Authority

Except as expressly provided otherwise in this Agreement, Employer has total control and discretionary authority over the Plan and the manner in which it is operated. DBI and its representatives are only an agent of the Employer for processing of qualifying expense requests, as provided under this Agreement.

8.4 Plan Fiduciary

Employer agrees that DBI is not the plan administrator, the Named Fiduciary and is not a plan fiduciary under the Plan, as such terms are described under ERISA, except as noted under Section 1.16. DBI shall have no power or authority to waive, alter, breach or modify any terms and conditions of the Plan. DBI shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices and procedures set forth in the Plan, this

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Agreement and as otherwise agreed upon or directed by Employer. DBI shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer funds. Employer agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to DBI under this Agreement or any other agreement between the parties shall constitute an Employer action that is authorized by the Employer under this Agreement. Employer agrees that such actions are not discretionary acts of DBI and do not create fiduciary status for DBI. DBI agrees that it will perform services on the Plan's behalf, as set forth in this Agreement and any attachments or other exhibits. However, DBI will not undertake any duties or responsibilities, regardless of whether they are set forth in the Plan, if such actions are in violation of any applicable laws or regulations.

8.5 Successor

In the event of DBI's resignation or inability to serve, the Employer may appoint a successor. Any successor, upon appointment and acceptance, shall succeed to and be invested with all powers conferred on DBI. In such situations, the replacement of DBI shall be considered a termination of this Agreement and the Termination provisions of Article 6 shall remain effective and controlling.

8.6 Tax Obligations

The Plan and/or the Employer is responsible for any state or federal tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the Plan and/or DBI relating to the Plan or the services provided by DBI pursuant to this Agreement, including those imposed pursuant to ACA. This includes the funding, remittance and determination of the amount due for ACA required taxes and fees. In the event that DBI is required to pay or elects to pay any such tax, fee, assessment, surcharge and/or penalty, DBI shall report the payment to the Employer and the Employer shall promptly reimburse DBI for such amount (or for Employer's proportionate share of such amount, as determined by DBI), except as provided in Section 8.7. This payment shall be in addition to the Plan administrative service fees described in Section 7.1. The Employer is at all times responsible for the tax consequences in the establishment and operation of the Plan.

8.7 Indemnification

- a) Subject to the limitations in Section 8.8, DBI will be liable to and will defend, indemnify and hold harmless Employer, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, including attorney fees, disbursements and court costs, reasonably incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by DBI's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- b) Except as provided in (a) above, Employer will be liable to and will defend, indemnify and hold harmless DBI, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, including attorney fees, disbursements and court costs, reasonably incurred by DBI in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by Employer's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- c) The party seeking indemnification under (a) or (b) above must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- d) In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits which is filed or asserted against DBI ("Claim Litigation"), DBI may, at its election, select and retain its own counsel to protect its interest. DBI shall be responsible for payment of all legal fees and expenses reasonably incurred by it in defense of Claim Litigation unless the Claim Litigation is attributable to the Employer's actions or inactions DBI shall consult with the Employer before settling Claim Litigation. DBI and the Employer shall cooperate fully with each other in the defense of Claim Litigation. In addition, nothing in this subsection (d) shall prevent DBI and/or the Employer from pursuing any rights that such party has under subsection (a) or (b) of this Agreement.

8.8 Limitation of Remedies

In no event shall either Party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such

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damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of DBI to Employer shall be limited to direct money damages in the dollar amount that is available to cover such liability under the insurance policy or policies provided for in Section 8.21. This remedy is Employer's sole and exclusive remedy. No action under this Agreement may be brought more than two (2) years after the cause of action has accrued.

8.9 Authority

Neither party to this Agreement, when dealing with the other party in relation to the Plan, will be obliged to determine the other party's authority to act pursuant to the Agreement. Furthermore the individuals executing this Agreement on behalf of DBI and Employer do each hereby represent and warrant that (a) they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals, and (b) the execution and delivery of this Agreement and the consummation of the transactions herein provided have been duly approved by Employer and DBI and do not violate any agreements to which Employer or DBI is a party or otherwise bound.

8.10 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by DBI), brochures and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use.

8.11 Number/Gender

Where the context of the Agreement requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine.

8.12 Amendments

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

8.13 Legal Notice

DBI shall not be bound by any communication until it has been received at its office at 4321 20th Avenue South, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.

8.14 Assignment

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party.

8.15 Waiver

If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.16 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.17 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice and the response shall each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of the parties subject to the dispute shall meet at a

Reimbursement Account Administrative Services Agreement

mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored.

8.18 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in performance of any of their respective obligations under this Agreement (other than the Employer's obligation to provide funding for claims or pay service fees) to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency or government restrictions.

8.19 Relationship of the Parties

The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venturer or any association for profit between Employer and DBI. The parties further agree that DBI does not provide any legal, tax or accounting advice to the Plan and/or Employer.

8.20 Online Employer Account

In the event Employer accesses services provided by DBI online or through any mobile or other electronic devices ("Online Account"), Employer is solely responsible for: (i) designating who is authorized to have access to the Online Account; (ii) safeguarding all of Employer's passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iii) Employer's use of the Online Account under any usernames, logins or passwords; (iv) ensuring that use of the Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of the Online Account caused by Employer's actions or inactions, including, without limitation, its failure to safeguard the Online Account or Online Account Access. Employer is solely responsible for the maintenance and routine review of computing and electronic system usage records (i.e. log files) and the security of its own data, data storage, computing devices, other electronic systems, and network connectivity. Employer acknowledges and agrees that DBI is not liable to Employer, Employer's employees or any other third-party for any consequences, losses, or damages resulting from unauthorized access or uses of the Online Account as set forth in this section.

8.21 Insurance

During the term of this Agreement, DBI shall maintain general, professional, and cyber liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Upon request, DBI shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

8.22 Survival

The provisions of Section 2.1, Section 2.15, Article 4, Section 6.4, Section 7.2, and Article 8 shall survive the termination of this Agreement.

8.24 Call Recording

From time-to-time and in compliance with applicable federal and state laws, DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that DBI's services fully comply with the terms of this Agreement.

8.25 Miscellaneous

Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

Reimbursement Account Administrative Services Agreement

Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the parties as of the effective date of this Agreement.

Signed for Employer by:

Marsha BerkBigler, TMFPD Board of Fire Commissioner Chair
Print Name and Title

Signature

1001 E. 9th St. Bldg. D, 2nd Floor, Reno, NV 89512
Employer Address for Section 8.13 Notice Purposes

Signed for Discovery Benefits, Inc. by:

Suzanne Rehr, Chief Compliance Officer/EVP

Signature

4321 20th Avenue South, Fargo, ND 58103

Reimbursement Account Administrative Services Agreement

EXHIBIT A

A.1 Covered Plans. The Plans covered by this Agreement include the following:

Plans	Services Included in this Agreement	Service Effective Date (If different from Agreement Effective Date)	Services Not Included in this Agreement
Section 125 Premium Only Plan (POP)	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>
Flexible Spending Accounts (FSA)	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>
Limited Purpose Health FSA (Limited Health FSA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Health Reimbursement Arrangement (HRA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Limited Purpose HRA (Limited HRA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Transportation Fringe Benefit Plan (TSA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>

A.2 Record-Keeping. The record-keeping services provided by DBI for the Plans, include the following:

Benefits	
Plan Design and Set Up	Included
Web Enrollment	Included
Online Enrollment Presentation (Health FSA and Dependent Care FSA Only)	Included
Employee group meetings	Additional fee
Record-Keeping	
Debit Card (as provided in Exhibit C)	Included
Claims Based or Deduction/Contribution Based (as provided in Exhibit C)	Included
Maintain and update employee FSA/HRA/Transportation Account records	Included
Automatic email to participant when claims received and reimbursement is made	Included
Adjudicate FSA, HRA and Parking/Bicycle Reimbursement Requests	Included
IIAS Compliant Debit Card	Included
Daily processing of reimbursement requests	Included
Issue direct deposit to participant savings or checking accounts	Included
Issue reimbursement checks to participants	Included
Postage for Standard Mailings	Included
Process claims during plan year run-out period	Included
Reconcile records to employer's payroll, if applicable	Included
Administration for 2 ½ month grace period extension, if applicable	Included
Archive records for 7 years	Included
Reporting and Communication – Employer	
Employer Web Portal	Included
Employer Administrative Guide	Included
Daily, weekly and/or monthly reporting available on status of account balances	Included
Consult on interpretation of applicable laws	Included
Reporting and Communication – Participant	
Employee Administrative Guide	Included
Enrollment Materials	Included
Statement included with each reimbursement check	Included
Communication concerning ineligible claims	Included
Online access to account information 24/7	Included
Quarterly emailed statements to participants	Included
Account balance statement sent 60 days prior to end of plan year (FSA Only)	Included
Toll-free customer service line 6:00 a.m. to 9:00 p.m. CST Monday – Friday	Included

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Compliance, Reporting and Disclosure	
Generic Sample plan document (Section 125, FSA and HRA only)	Included
Generic Sample summary plan description	Included
Generic Sample plan document and summary plan description Updates	Included
Information for Annual 5500 Filing (health FSA and HRA)	Included
Section 125 25% Key Employee Concentration Non-discrimination Testing	Included
Section 129 55% Average Benefits Non-discrimination Testing	Included
Section 129 More than 5% Owners Concentration Non-discrimination Testing	Included
Additional 125 Plan and FSA non-discrimination testing and related services	Additional Fee
Health Reimbursement Arrangement 105(h) non-discrimination testing services	Additional Fee

EXHIBIT B Fee Schedules

FSA Administrative Fees	
Monthly Administrative Fee	\$5.25 per FSA Participant per month
<ul style="list-style-type: none"> Includes Dependent Care Includes Benefits Debit Card Spouse, dependent and replacement cards available at no fee 	
Enrollment Meetings (optional)	\$350 per day plus travel expense. WebEx meetings included at no additional fee.
Enrollment Materials	Included for standard materials, unassembled.
Postage and Printing (Additional charges will apply for non-standard mailings and/or expedited requests)	Included for standard mailings and materials
Plan Document and SPD	Included
Direct Deposit	Included
Electronic File Transfers	Included
Minimum Monthly Fee (Applies only if the monthly administrative fee times the number of participants is less than this amount)	\$50.00
<p>DBI does not charge implementation, set-up or renewal fees. Fees are quoted net of commissions.</p> <p>Monthly administrative fees are guaranteed for three years. DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.</p>	

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125 Plan and FSA Non-Discrimination Testing – Clients	
A) Standard Tests See below for the list of Standard tests	Included for two test runs per plan year
B) Cafeteria Plan Only (Premium Only Plan/Premium Conversion Plan) See below for the list of Cafeteria Plan tests	\$250 per plan year (two test runs per plan year)
C) Expanded Testing See below for the list of Expanded tests	\$500 per plan year (two test runs per plan year)
Failed Test Follow-Up or Additional Standard Test Runs	\$100 per additional test run
A) Standard Tests Include The Following Tests:	
<ul style="list-style-type: none"> • Cafeteria Plan 25% Key Employee Concentration Test • Dependent Care More than 5% Owners Concentration Test • Dependent Care 55% Average Benefits Test 	
B) Cafeteria Plan Only Tests (Premium Only Plan/Premium Conversion Plan) Include The Following Tests:	
<ul style="list-style-type: none"> • 25% Key Employee Concentration Test • Eligibility Test • Safe Harbor Percentage Test • Contributions and Benefits Test – Safe Harbor for Health Plans • Contributions and Benefits Test <ul style="list-style-type: none"> • Availability Test • Utilization Test 	
C) Expanded Tests Include All Of The Following Tests:	
Cafeteria Plan Only (POP): <ul style="list-style-type: none"> • 25% Key Employee Concentration Test • Eligibility Test • Safe Harbor Percentage Test • Contributions and Benefits Test – Safe Harbor for Health Plans • Contributions and Benefits Test <ul style="list-style-type: none"> • Availability Test • Utilization Test 	
Health FSA (Section 105h): <ul style="list-style-type: none"> • Health FSA Eligibility Test <ul style="list-style-type: none"> • Nondiscriminatory Classifications Test • 70% Test • 70%/80% Test • Health FSA Benefits Test 	
Dependent Care (Section 129): <ul style="list-style-type: none"> • More than 5% Owners Concentration Test (same as above) • 55% Average Benefits Test • Eligibility Test • Contributions and Benefits Test 	

Health Reimbursement Arrangement 105(h) Non-Discrimination Testing Fee Schedule - Clients	
Health Reimbursement Arrangement 105(h) Test	\$250 per plan year (two test runs per plan year)
Failed Test Follow-Up or Additional Test Runs	\$100 per additional test run
HRA 105(h) Tests Include The Following:	
HRA (Section 105h): <ul style="list-style-type: none"> • Eligibility Test <ul style="list-style-type: none"> • Nondiscriminatory Classifications Test • 70% Test • 70%/80% Test • Benefits Test 	

Reimbursement Account Administrative Services Agreement

Exhibit C Debit Card Provisions

To the extent that debit cards (referred to as a "Card" in this Exhibit C) are provided with respect to FSA accounts, TSA accounts and/or HRA accounts, the following additional provisions shall apply with respect to the debit card services. Unless otherwise provided below, all of the provisions of the Agreement shall apply to the provision of debit card services as well.

C.1 Definitions

- 1.1** Card Transaction means when the Card is presented for payment of Qualified Services.
- 1.2** For a Health FSA and/or HRA account, Qualified Services include any and all related goods and services within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 and the rulings and Treasury regulations thereunder to the extent that such goods and services are allowable for the Account in question.
- 1.3** For a TSA account, Qualified Services include "parking," "transit passes," and "commuter highway vehicle," within the meaning of Codes Section 132(f) as it relates to "qualified transportation plans."
- 1.4** Account means the FSA, TSA and/or HRA, as the context requires and as elected by the Employer as part of this Agreement.
- 1.5** Plan Participants or Participants mean Employees that are participating in the Accounts.
- 1.6** Employee means those employees eligible to participate in the Plan.

C.2 General Provisions

- 2.1** DBI shall be responsible to provide administrative services to Participants, including updating Participant records, maintaining accurate account balances and deposit information, activating and deactivating Cards, responding to Participant inquiries and providing appropriate notices of actions taken.
- 2.2** DBI agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in Card transactions asserted by Participants within five (5) business days.
- 2.3** DBI agrees to cancel, as soon as is practical, access to a Participant's account when a Card is reported as lost or stolen.
- 2.4** DBI agrees, upon notice from Employer of termination or ineligibility of a Participant to, as soon as is practical, deactivate such Participant's Card. Should Employer fail to provide this notice in a timely manner causing payment of ineligible expenses, Employer will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible Participant.
- 2.5** DBI will make available to the Employer, for distribution to the Participants, information as to the proper use of the Card.
- 2.6** Employer agrees to re-credit Participant Accounts by facilitating an after-tax payroll deduction in accordance with applicable law in those instances where the debit card was used to pay for an ineligible expense and the participant failed to reimburse the Plan or the ineligible expense could not be offset with an eligible expense.
- 2.7** Employer agrees to notify DBI immediately upon suspicion or confirmation of inappropriate or fraudulent Card use.
- 2.8** The liability for payment of claims falls on the Employer or the Plan Participant. Any additional costs, including administrative costs, shall be paid by the Employer or Plan Participant. In no event shall DBI be responsible for these payments.
- 2.9** Employer agrees to administer the Plan in accordance with the rules and regulations of the Plan and the Agreement.

Reimbursement Account Administrative Services Agreement

- 2.10 Employer understands and acknowledges that the origination of ACH transactions to the account must comply with the provisions of U.S. law.
- 2.11 Employer agrees to provide all information to be included in any reports or other required documents in a timely fashion, as established by the rules of all governmental entities involved with the Plan, including but not limited to the Department of Labor and the Internal Revenue Service.
- 2.12 As provided in Section 2.15 of the Agreement, the Employer has authorized and instructed DBI in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. Such standard administrative procedures may be different for Card Transactions with respect to a health FSA, TSA and HRA and with respect to one or more groups of Card Transactions, as determined solely by DBI. Such standard administrative procedures may change without notice, as determined solely by DBI.

C.3 Settlement Provisions

- 3.1 Employer has, in conjunction with this Agreement, executed and delivered an Authorization Agreement for Direct Payment form to DBI that, among other things, authorizes the issuer of Cards (the "Issuer") to debit the account ("Account") designated by Employer on such Authorization Agreement for Direct Payment as more fully set forth therein and in this Exhibit C.
- 3.2 All information regarding Employer and its Account in the Authorization Agreement for Direct Payment is true and correct. Employer will provide the Issuer's company ID and routing number to Employer's Depository. If Employer wishes to change the designated Account, Employer must submit the change to Issuer in writing at least ten (10) days before the intended effective date of the change.
- 3.3 Each business day, Issuer is authorized to debit Employer's Account in the amount required to settle all Card Transactions (the "Daily Settlement Amount"). Each business day, collected and available funds in Employer's Account must be greater than or equal to the Daily Settlement Amount for the previous business day.
- 3.4 Notwithstanding whether there are sufficient funds in the Account to pay a debit originated by Issuer, Employer shall reimburse Issuer for all Card Transactions irrespective of whether any authorization for a Card Transaction was made in accordance with the terms of the applicable health or other Employer Plan.
- 3.5 If Employer fails to fund the Account to settle with Issuer for Card Transactions, fails to reimburse Issuer for all Card Transactions, or breaches its obligations to Issuer, Issuer may, at its option, suspend or terminate all Cards or change the method by which Employer may settle with Issuer for Card Transactions, including requiring Employer to prefund a settlement account at Issuer.
- 3.6 Employer acknowledges that Issuer is not a party to the agreement between Employer and DBI and Issuer has no obligation or responsibility to process and or adjudicate benefit claims; Issuer's sole role is to issue Cards and to make settlements arising from Card Transactions based solely on information provided to it by the Card processor.
- 3.7 Employer acknowledges that the Issuer shall be deemed to be a third party beneficiary with respect to Section C.3 and C.4 of this Exhibit C with full rights to rely upon and enforce the provisions thereof.

C.4 Other Provisions

Debit card transactions and direct deposit payments will be settled directly to the Employer Account at the depository financial institution designated by Employer and on record with DBI. Changes to Employer Account information must be made by completing a new Authorization Agreement for Direct Payment form (provided by DBI) and submitting it to DBI. This authorization is to remain in full force and effect until DBI and Issuer receive written notification from an authorized representative of its termination in such time and in such manner as to afford DBI, Issuer and Depository a reasonable opportunity to act on it.

Business Associate Agreement

GPID 25139 Employer Tax ID _____

GPID: 25139

This Business Associate Agreement (the "Agreement") is made and entered into effective as of **06/01/2015** by and between Discovery Benefits, Inc. and its subsidiaries and affiliate companies ("DBI") and **Truckee Meadows Fire Protection District Health Plan** (the "Plan"), which is sponsored by **Truckee Meadows Fire Protection District** (the "Sponsor").

WITNESSETH:

WHEREAS, DBI shall provide certain administrative services, activities or functions in connection with the Plan (the "Services") pursuant to a Services Agreement between DBI and the Sponsor (the "Services Agreement"); and

WHEREAS, the parties desire to enter into this Agreement as set forth below for the purpose of addressing the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder relating to the privacy and security of protected health information; the "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 (specifically recognizing here 45 CFR Part 160, Subparts C, D, and E (the "Enforcement Rule")) and Part 164, Subparts A and E (the "Privacy Rule"); the "Standards for Electronic Transactions," 45 CFR Part 160, Subpart A, and Part 162, Subpart A and Subparts I through R (the "Electronic Transaction Rule"); the "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160, Subpart A, and Part 164, Subparts A and C (the "Security Rule"); and the "Standards for Breach Notification for Unsecured Protected Health Information," 45 CFR Part 164, Subpart D (the "Breach Notification Rule"), as amended and clarified by the HIPAA Omnibus Rule or any regulations, rules or guidance that may be issued after the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plan and DBI agree as follows:

Article I – Definitions

1.1 "Agent" shall have the meaning given to it in Section 2.5. As provided by HIPAA, an Agent and a Subcontractor are two separate types of arrangements.

1.2 "Breach" shall have the meaning given to it by 45 CFR § 164.402.

1.3 "Business Associate" shall have the meaning given to it by 45 CFR § 160.103.

1.4 "Designated Record Set" shall have the meaning given to it by 45 CFR § 164.501.

1.5 "Health Care Operations" shall have the same meaning given to it in 45 CFR § 164.501.

1.6 "HIPAA" shall mean, collectively, the Privacy Rule, the Electronic Transaction Rule, the Security Rule, and/or the Breach Notification Rule, each as amended and clarified by the HIPAA Omnibus Rule.

1.7 "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (the HITECH Act) and the Genetic Information Nondiscrimination Act (GINA)," 78 Federal Register 5566 (January 25, 2013).

1.8 "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Individual Rights Requests" shall mean Access Requests, Amendment Requests, Accounting Requests, and requests under Section 3.3.

1.10 "Payment" shall have the same meaning given to it in 45 CFR § 164.501.

1.11 "PHI" shall mean any information, whether oral or recorded in any form or medium, that – (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.12 "Plan" shall have the meaning provided as first written above. In all cases, the Plan shall mean the group health plan or plans of the Sponsor as set forth in 45 CFR § 160.103.

Business Associate Agreement

1.13 "Plan Administration Functions" shall have the same meaning given to it in 45 CFR § 164.504.

1.14 "Plan Administrator" shall mean the entity, individual, group or committee appointed by the Sponsor, or its successor or successors with the authority to administer the Plan.

1.15 "Privacy Official" shall mean the person designated by the Plan to serve as its privacy official within the meaning of 45 CFR § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.

1.16 "Protected Information" shall mean PHI received from the Plan or created, received, maintained or transmitted by DBI on behalf of the Plan.

1.17 "Required by Law" shall have the same meaning given to it in 45 CFR § 164.103.

1.18 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

1.19 "Services" shall mean the activities, functions and/or services that DBI from time to time renders to or on behalf of the Plan to the extent that those activities, functions and/or services are covered by HIPAA.

1.20 "Subcontractor" shall have the same meaning given to it in 45 CFR § 160.103.

1.21 "Unsecured PHI" shall mean Protected Information that is not secured through the use of a technology or methodology that renders such Protected Information unusable, unreadable or indecipherable to unauthorized individuals as specified in 45 CFR § 164.402.

Article II – Obligations and Activities of DBI

2.1 Status of DBI. DBI acknowledges and agrees that it is a Business Associate of the Plan for purposes of the Privacy Rule.

2.2 Permitted Uses and Disclosures of Protected Information.

(a) Permitted Uses. DBI shall not use Protected Information other than as permitted by this Agreement. DBI may use Protected Information: (i) in connection with the performance, management and administration of the Services; (ii) for the proper business management and administration of DBI, (iii) to carry out DBI's legal responsibilities; (iv) to report violations of law consistent with 45 CFR § 164.502(j); (v) to the extent and for any purpose authorized by an Individual under 45 CFR § 164.508; and (vi) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR § 164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). Notwithstanding the foregoing sentence, DBI shall not use Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so used by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(b) Permitted Disclosures. DBI shall not disclose Protected Information other than as permitted by this Agreement. DBI may disclose Protected Information – (i) in connection with the performance, management and administration of the Services; (ii) to report violations of law consistent with 45 CFR § 164.502(j); (iii) to the extent and for any purpose authorized by an Individual under 45 CFR § 164.508; and (iv) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR § 164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). In addition, DBI may also disclose Protected Information to a third party for the proper business management and administration of DBI and to carry out DBI's legal responsibilities; provided, that the disclosure is Required by Law, or DBI obtains, prior to the disclosure – (1) reasonable assurances from the third party that the Protected Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and (2) an agreement from the third party that the third party will notify DBI immediately of any instances in which it knows the confidentiality of the information has been breached. Further, DBI shall disclose, upon request, Protected Information to the Sponsor for Plan Administration Functions and to designated Sponsor employees (or designated Business Associates of the Plan) who are working for or on behalf of the Plan for purposes of Payment and Health Care Operations (including claims assistance activities) consistent with 45 CFR § 164.506(c)(1). Notwithstanding the foregoing, DBI shall not disclose Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so disclosed by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(c) Minimum Necessary. To the extent required by the Privacy Rule, DBI shall only request, use and/or disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use and/or disclosure. For this purpose, the determination of what constitutes the minimum necessary amount of Protected Information shall be determined in accordance with Section 164.502(b) of the Privacy Rule.

Business Associate Agreement

(d) Direct Application of Privacy Rules. DBI shall not use and/or disclose Protected Information or provide any Services that require the use and/or disclosure of Protected Information unless such use and/or disclosure directly complies with this Section 2.2 and Sections 164.502(a)(3) and 164.504(e) of the Privacy Rule.

(e) GINA Provisions. Notwithstanding subsections (a) through (c) above, DBI shall not use and/or disclose Protected Information that is genetic information for underwriting purposes, as set forth in 45 CFR § 164.502(a)(5).

2.3 Safeguards. DBI shall maintain and use appropriate and commercially reasonable safeguards to prevent use and/or disclosure of Protected Information other than as permitted or required in this Agreement.

2.4 Reports of Prohibited Disclosures. If DBI becomes aware of a disclosure of an Individual's Protected Information by DBI and the disclosure violated the provisions of this Agreement, DBI must inform the Privacy Official regarding the prohibited disclosure of the Individual's Protected Information. To the extent that a disclosure described in this Section 2.4 also constitutes a Breach of Unsecured PHI, the provisions of this Section 2.4 shall not apply, but rather the provisions of Section 2.8 shall apply.

2.5 Agents and Subcontractors. DBI shall require each of its representatives, agents, and entities (collectively, "Agents") to whom DBI provides Protected Information on behalf of the Plan to agree to observe the restrictions on use and disclosure of the Protected Information imposed upon DBI by this Agreement and the Privacy Rule. In addition, DBI shall enter into a Business Associate Agreement with each of its Subcontractors which meets the requirements of the Privacy Rule, including the requirements set forth in 45 CFR § 164.504(e).

2.6 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to DBI's use and disclosure of Protected Information for the purpose of enabling the Secretary to assess the Plan's and/or DBI's compliance with HIPAA. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless it is prohibited by applicable law from doing so.

2.7 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI of a use or disclosure of Protected Information by DBI in violation of the requirements of this Agreement.

2.8 Notice of Breach of Unsecured PHI.

(a) DBI Requirements. Upon DBI's discovery of a Breach of Unsecured PHI by DBI, DBI shall—

(1) Pursuant to the requirements set forth in subsection (b) below, provide written notice of the Breach, on behalf of the Plan, without unreasonable delay but no later than sixty (60) calendar days following the date the Breach is discovered or such later date as is authorized under 45 CFR § 164.412, to:

(i) each Individual whose Unsecured PHI has been, or is reasonably believed by DBI to have been, accessed, acquired, used or disclosed as a result of the Breach;

(ii) the media to the extent required under 45 CFR § 164.406; and

(iii) the Secretary to the extent required under 45 CFR § 164.408 (unless the Plan has elected to provide this notification and has informed DBI);

(2) Pursuant to the requirements set forth in subsection (c) below, provide written notice of the Breach to the Privacy Official, as soon as administratively practicable, but no later than three (3) business days after the Breach is discovered; and

(3) If the Breach involves less than 500 individuals, maintain a log or other documentation of the Breach which contains such information as would be required to be included if the log were maintained by the Plan pursuant to 45 CFR § 164.408, and provide such log to the Plan within five (5) business days of the Plan's written request.

(b) Notice Requirements. This subsection (b) provides the following special rules that shall each be applicable to the provisions of Section 2.8(a)(1)—

(1) The date that a Breach is discovered shall be determined by DBI, in its sole discretion, in accordance with the Breach Notification Rule.

(2) The content, form and delivery of each of the notices required by Section 2.8(a)(1) shall comply in all respects with the breach notification provisions applicable to the Plan, as set forth in the Breach Notification Rule.

Business Associate Agreement

(3) DBI shall send the notices described in Section 2.8(a)(1)(i) to each Individual using the address on file with DBI (or as may be otherwise provided by the Plan). If the notice to any Individual is returned as undeliverable, DBI shall make one additional attempt to deliver the notice to the Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.

(4) With respect to notices required under Section 2.8(a)(1)(i) and (ii), DBI and the Privacy Official shall cooperate in all respects regarding the drafting and the content of the notices. To that end, before sending any notice to any Individual or the media under Section 2.8(a)(1)(i) or (ii), DBI shall first provide a draft of the notice to the Privacy Official. The Privacy Official shall have five (5) business days (plus any reasonable extensions) to either approve DBI's draft of the notice or revise the language of the notice. Alternatively, the Privacy Official may elect to draft the notice for review by DBI. Once DBI and the Privacy Official agree on the final content of the notice, DBI shall send the notice to the Individuals and/or the media based on the requirements of the Breach Notification Rule.

(c) Privacy Official Notice. The notice to the Privacy Official pursuant to Section 2.8(a)(2) shall include the identity of each Individual whose Unsecured PHI was involved in the Breach and a brief description of the Breach. To the extent that DBI does not know the identities of all affected Individuals when it is required to notify the Privacy Official, DBI shall provide such information as soon as administratively practicable after such information becomes available. Upon the Plan's written request, DBI shall provide such additional information regarding the Breach as may be reasonably requested from time to time by the Plan.

(d) Services Agreement. DBI reserves the right to charge reasonable, cost based fees for sending the notices required by this Section 2.8 should a Breach be due to actions on the part of the Sponsor, the Plan or any other entity other than DBI, its Agents or Subcontractors.

Article III – Individual Rights Requirements

3.1 Designated Record Sets.

(a) General. DBI agrees to maintain a Designated Record Set for the Plan in a manner and form that will allow the Plan to provide access and amendment rights to an Individual with respect to the Individual's Protected Information in conformance with 45 CFR §§ 164.524 and 164.526.

(b) Access to Protected Information. Upon request from the Plan, DBI shall process and respond to a request by an Individual for access to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.524 (an "Access Request"). DBI shall respond to such Access Request within the timeframes required by 45 CFR § 164.524 by furnishing such Protected Information to the Plan. If the Protected Information that is requested is maintained electronically and the Individual requests an electronic copy of such information, DBI will provide access to the information in an electronic format that complies with 45 CFR § 164.524(c)(2)(ii). Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Amendment to Protected Information. Upon request from the Plan, DBI shall process a request by an Individual for amendments to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.526 (an "Amendment Request"). DBI shall process such Amendment Request within the timeframes required by 45 CFR § 164.526.

(d) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Access Requests and Amendment Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Access Request or an Amendment Request with DBI and such request is directed solely to DBI.

3.2 Accounting of Disclosures of Protected Information.

(a) Documentation of Disclosures. DBI agrees to document and maintain a log of any and all disclosures from and after the date or dates required by 45 CFR § 164.528 made by DBI of Protected Information in a manner and form that will allow the Plan to provide to an Individual an accounting of disclosures or other applicable report of the Individual's Protected Information in compliance with and based on the requirements of 45 CFR § 164.528.

(b) Accounting Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for an accounting of disclosures or other applicable report of an Individual's Protected Information pursuant to the requirements of 45 CFR § 164.528 (an "Accounting Request"). DBI shall respond to such Accounting Request within the timeframes required by 45 CFR § 164.528 by furnishing such accounting to the Plan. Thereafter, the Plan will be responsible for sending such information to the Individual.

Business Associate Agreement

(c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Accounting Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Accounting Request with DBI and such request is directed solely to DBI.

3.3 Privacy Protection Requests.

(a) Restriction Requests on Uses and Disclosures. The Plan and DBI on behalf of the Plan shall not agree to a restriction on the use or disclosure of Protected Information pursuant to 45 CFR § 164.522(a) without first consulting with the other party. DBI is not obligated to implement any restriction, if such restriction would hinder Health Care Operations or the Services DBI provides to the Plan, unless such restriction would otherwise be required by 45 CFR § 164.522(a).

(b) Confidential Communication Requests. DBI shall implement any reasonable requests by Individuals relating to a request to receive communications of Protected Information by alternative means or at alternative locations to the extent required by 45 CFR § 164.522(b).

(c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to requests under this Section 3.3.

Article IV – Electronic Transaction Rule

4.1 Business Associate Requirements. DBI acknowledges that it is a Business Associate of the Plan for purposes of the Electronic Transaction Rule. DBI agrees that it shall comply with all Electronic Transaction Rule requirements that may be applicable to DBI with respect to the Services it provides to and on behalf of the Plan. DBI shall also require each of its Agents and Subcontractors to whom DBI provides Protected Information that is received from, or created or received by DBI on behalf of the Plan to comply with the applicable requirements of the Electronic Transaction Rule.

4.2 Sponsor Transmissions. Electronic transmissions between DBI and the Sponsor are not required to comply with the Electronic Transaction Rule. Accordingly, the Sponsor hereby represents and warrants that all electronic transmissions with respect to the Plan between the Sponsor (either directly or through its designated agent) and DBI relating to enrollment and disenrollment information and premium payment information as each are covered by the Electronic Transaction Rule are sent or received by the Sponsor (either directly or through its designated agent) in the Sponsor's capacity as an employer and are not sent or received by the Plan.

Article V – Obligations of Plan

5.1 Privacy Notice. Upon request, the Plan will provide DBI with a copy of its notice of privacy practices pursuant to 45 CFR § 164.520.

5.2 Authorizations. The Plan will notify DBI of any changes in or revocations of Individual authorizations for use or disclosure of Protected Information to the extent that such changes or revocations may affect DBI's use or disclosure of Protected Information.

5.3 Officials. The Plan will notify DBI of the current name and contact information of the Plan Administrator, the Privacy Official and any other person that has the authority to act on behalf of the Plan with respect to the provisions contained in this Agreement.

5.4 Plan Amendments. Sponsor represents that it has amended its Plan documents to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the Privacy Rule.

5.5 Additional Certification. The Plan represents and warrants that: (a) it has amended its plan documents, in accordance with 45 CFR § 164.504(f), so as to allow the Plan to receive Protected Information; (b) it has received a certification from the Sponsor in accordance with 45 CFR § 164.504(f)(2)(ii), and will provide a copy of such certification to DBI upon request; and (c) the plan document amendments permit the Plan to receive Protected Information (including detailed invoices, reports and statements from DBI); and (d) the Plan has determined, through its own policies and procedures and in compliance with 45 CFR § 164.502(b), that the Protected Information that it receives from DBI (including the detailed invoices, reports and statements) contains the minimum information necessary for the Plan to carry out its Payment and Health Care Operations activities.

Business Associate Agreement

Article VI – Amendment and Termination

6.1 **Amendment.** No change, modification, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party against whom enforcement is sought. DBI agrees to take such action as is necessary to amend this Agreement from time to time as the Plan reasonably determines necessary to comply with HIPAA, or any other applicable law, rule or regulation.

6.2 **Term.** The Term of this Agreement shall be effective on the date first written above (except as otherwise noted herein) and shall terminate when all of the Protected Information received from the Plan, or created or received by DBI on behalf of the Plan, is destroyed in accordance with the Plan's authorization or is returned to the Plan (or its designated agents) pursuant to Section 6.4.

6.3 **Termination.** If one party to this Agreement (the "Non-Breaching Party") has knowledge of a material violation of this Agreement by the other party to this Agreement (the "Breaching Party"), as determined in good faith by the Non-Breaching Party, the Non-Breaching Party must promptly:

(a) Provide an opportunity for the Breaching Party to end and to cure the material violation within a reasonable time specified by the Non-Breaching Party, and if the Breaching Party does not end and cure the material violation within such time (including reasonable extensions that the Non-Breaching Party determines are necessary) to the satisfaction of the Non-Breaching Party, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto; or

(b) If a cure is not possible as determined by the Non-Breaching Party in its sole discretion, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto.

6.4 **Effect of Termination.** Upon termination pursuant to Section 6.3, the Plan within a reasonable time thereafter must inform DBI to either destroy or return to the Plan (or any agents designated by the Plan) the Protected Information that DBI and its Agents and Subcontractors maintain in any form, and DBI and its Agents and Subcontractors shall retain no copies of the Protected Information. However, in many situations DBI maintains one or more backup copies of Protected Information for auditing, data management and other related purposes and DBI has determined that destruction of all copies of Protected Information that it maintains is infeasible. Therefore, after termination of the Services and pursuant to 45 CFR § 164.504(e)(2)(ii)(J), this Agreement shall remain in effect and DBI shall continue to observe and shall ensure that its Agents and Subcontractors continue to observe its obligations under this Agreement to the extent copies of the Protected Information are retained by DBI and shall limit further uses and disclosures of Protected Information to the purposes that make its return or destruction infeasible and that are consistent with the Privacy Rule.

Article VII – Electronic Security Standards

7.1 **Definitions.** When used in this Article, the following terms shall have the meanings set forth as follows:

(a) "Electronic Media" shall have the meaning given to it in 45 CFR § 160.103.

(b) "Electronic Protected Information" shall mean Protected Information received from the Plan or created, received, maintained or transmitted by DBI on behalf of the Plan that is transmitted by Electronic Media or maintained in Electronic Media.

(c) "Security Incident" shall have the meaning given to it in 45 CFR § 164.304.

7.2 **Requirements.** Pursuant to 45 CFR § 164.314(a)(2)(i), DBI shall:

(a) Comply with the applicable requirements of the Security Rule, including the requirement that DBI implement, maintain and document administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Information to the extent required by the Security Rule;

(b) Report (pursuant to the terms and conditions of Section 7.3) to the Privacy Official (or such other person designated for this purpose) any Security Incident of which DBI becomes aware and which occurred during the applicable reporting period;

(c) Require each of its Agents to whom DBI provides Electronic Protected Information to agree to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Information that is provided to the agent to the extent required by the Security Rule; and

(d) Enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Information on behalf of DBI pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule.

7.3 Reporting Protocols. All reports required by Section 7.2(b) shall be provided pursuant to the terms and conditions specified in this Section.

(a) **Attempted Security Incidents.** Reporting for any Security Incident involving the attempted unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, an "Attempted Security Incident") shall be provided pursuant to the standard reporting protocols of DBI (as determined by DBI).

(b) **Successful Security Incident.** Reporting for any Security Incident involving the successful unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, a "Successful Security Incident") shall be provided to the Plan pursuant to the standard reporting protocols of DBI (as determined by DBI); provided, that (i) the reports shall at a minimum include the date of the incident, the parties involved (if known, including the names of Individuals affected), a description of the Successful Security Incident, a description of the Electronic Protected Information involved in the incident and any action taken to mitigate the impact of the Successful Security Incident and/or prevent its future recurrence and (ii) the reports shall satisfy the minimum requirements for Security Incident reporting that may be required from time to time by the Secretary. In addition, Successful Security Incidents shall be reported to the Plan as soon as administratively practicable after the occurrence of the incident taking into account the severity and nature of the incident. Notwithstanding the foregoing, the Plan may request details about one or more Successful Security Incidents, and DBI shall have thirty (30) days thereafter to furnish the requested information.

(c) **Breach of Unsecured PHI.** To the extent that a Security Incident described in this Section 7.3 also constitutes a Breach of Unsecured PHI, the provisions of this Section 7.3 shall not apply, but rather the provisions of Section 2.8 shall apply.

7.4 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI relating to any Security Incident.

7.5 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to the safeguards established by DBI with respect to Electronic Protected Information for the purpose of enabling the Secretary to assess DBI and/or the Plan's compliance with the Security Rule. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless DBI is prevented by applicable law from doing so.

Article VIII – General

8.1 Other Agreements. The Plan and DBI acknowledge and affirm that this Agreement is in no way intended to address or cover all aspects of the relationship of the Plan and DBI and of the Services that are rendered by DBI to and on behalf of the Plan. Rather, this Agreement deals only with those matters that are specifically addressed herein. Further, this Agreement supersedes any prior business associate agreements entered into by DBI and the Plan (or any predecessor to the Plan), and shall apply to all Protected Information existing as of the effective date of this Agreement or created or received thereafter while this Agreement is in effect.

8.2 Indemnification. Any indemnification relating to violations of this Agreement by DBI or the Plan (or the Sponsor on behalf of the Plan) shall be addressed to the extent applicable by the Services Agreement.

8.3 Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provisions (or remaining part thereof). If any part of any provision contained in this Agreement is determined by a court of competent jurisdiction, or by any administrative tribunal, to be invalid, illegal or incapable of being enforced, then the court or tribunal shall interpret such provisions in a manner so as to enforce them to the fullest extent of the law.

8.4 Interpretation. The provisions of this Agreement shall be interpreted in a manner intended to achieve compliance with HIPAA. Whenever the Agreement uses the term "including" followed by a specific item or items, or there is a passage having a similar effect, such passages of the Agreement shall be construed as if the phrase "without limitation" followed such term (or otherwise applied to such passage in a manner that avoids limitations on its breadth of application). Where the term "and/or" is used in this Agreement, the provision that includes the term shall have the meaning the provision would have if "and" replaced "and/or," but it shall also have the meaning the provision would have if "or" replaced "and/or." Any reference to a section or provision of HIPAA shall include any amendment or clarification of such section or provision contained in the HIPAA Omnibus Rule and any regulation, rule or guidance issued by the Secretary following the effective date of this Agreement.

Business Associate Agreement

8.5 Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

8.6 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. The Plan shall have the right to assign this Agreement to any successor or surviving health plan, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by any such assignee.

8.7 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

8.8 Applicable Law. The provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under HIPAA. To the extent that HIPAA is not applicable in a particular circumstance, the provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In the event that HIPAA and ERISA do not preempt state law in a particular circumstance, the laws of the State of North Dakota shall govern.

8.9 State Privacy and Security Laws.

(a) General. Pursuant to 45 CFR § 160.203, DBI and the Plan acknowledge that HIPAA only preempts state laws which are contrary to a HIPAA standard, requirement or implementation specification, provided that state laws which relate to the privacy of Protected Information and are more stringent than the Privacy Rule are not preempted. Accordingly, the parties acknowledge that certain State Privacy Laws affecting the privacy and/or security of personally identifiable information (e.g., name, address, age, and social security number) relating to a Plan participant or beneficiary ("Privacy Restricted Data") may apply to the Services provided by DBI to the extent such State Privacy Laws are not preempted by HIPAA. For purposes of this Section 8.9, "State Privacy Laws" shall mean any applicable state and local privacy laws governing the creation, collection, storage, maintenance, access, modification, transmission, use or disclosure of Privacy Restricted Data.

(b) State Privacy Laws. All Privacy Restricted Data created, collected, received or obtained by or on behalf of DBI in the course of performing its Services shall be created, collected, received, obtained, stored, maintained, accessed, modified, transmitted, used and disclosed in accordance with any and all applicable State Privacy Laws. DBI shall at all times perform the Services in accordance with the State Privacy Laws and as not to cause the Sponsor or the Plan to be in violation of the State Privacy Laws. DBI shall be fully responsible for any creation, collection, receipt, access, storage, maintenance, modification, transmission, use and disclosure of Privacy Restricted Data performed by or on behalf of DBI that is in violation of any State Privacy Laws. DBI shall remedy and mitigate the damages of any breach of privacy, security, integrity or confidentiality with respect to the unauthorized creation, collection, receipt, storage, maintenance, access, modification, transmission, use or disclosure (a "State Breach") of Privacy Restricted Data that is or may be in violation of any State Privacy Laws.

(c) Notification. DBI shall notify the Privacy Official (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(c)) of any State Breaches by or on behalf of DBI of Privacy Restricted Data that is or may be in violation of any State Privacy Laws. In addition, DBI shall also notify the affected Plan participants and beneficiaries (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(b)) of any State Breaches by or on behalf of DBI of Privacy Restricted Data that is in violation of any State Privacy Laws and any state or local governmental agencies, authorities or other entities, but only to the extent required by such State Privacy Laws.

(d) HIPAA Coordination. The parties acknowledge that in certain situations the provisions of both Section 2.8 and this Section 8.9 shall apply. If both Sections 2.8 and 8.9 apply in a given situation, DBI shall comply with both Sections 2.8 and 8.9 to the extent applicable.

8.10 Obligation of Plan and DBI. To the extent that DBI carries out the HIPAA obligations of the Plan (including the obligations set forth in Section 2.8 and Article III), DBI shall comply with the applicable requirements of HIPAA as they apply to the Plan in the performance of such obligations on behalf of the Plan.

Business Associate Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the date set forth above.

Signed for by the Sponsor on behalf of and as a representative of the Plan:

Discovery Benefits, Inc.

By: _____

By: _____

Name: Marsha BerkBigler

Name: Suzanne Rehr

Title: Truckee Meadows Fire Protection District
Board of Fire Commissioners Chair

Title: Chief Compliance Officer/EVP



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 19, 2015

CM/ACM _____
Finance 1/1/13
Legal DWV
Risk Mgt. DE
HR NA

DATE: May 12, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible direction to staff regarding topics for a possible concurrent meeting with the City of Reno and City of Sparks regarding fire merger. (All Commission Districts)

SUMMARY

This item was requested by Board Chair Berkbigler for Board discussion of topics regarding a possible concurrent meeting with the City of Reno and city of Sparks regarding fire merger.

Strategic Objective supported by this item: *Safe, secure and healthy communities*

PREVIOUS ACTION

None

BACKGROUND

At the May 12, 2015 Board of County Commissioner Meeting, Commission Chair Berkbigler requested an agenda item be placed on the May 19, 2015 Board of Fire Commissioner Agenda regarding agenda topics for a possible joint meeting with the City of Reno and City of Sparks related to fire merger.

A list of possible topics are:

- Service level. Staffing levels and flexible staffing. Service level differences. TMFPD operates all paramedic engines. The Cities operate at the EMT-Intermediate level.
- Governance.
- Blue Ribbon Committee recommendations. Automatic aid. SB185.
- Costs. Expenditure and revenue differences between the District's fixed tax rate and cities general fund funding.
- Personnel and benefit costs including specific difference in labor agreements. Costs associated with blending labor agreements.
- Differences in fire code and development procedures.
- Unfunded liabilities including OPEB and others.
- Existing debt.

- Financial capacity to sustain current service levels and future improvements. Financial sustainability. Need for a pro-forma that projects labor, capital and revenues.
- Need for new labor agreement to resolve any cost and staffing issues.

FISCAL IMPACT

For purposes of discussion, there is no fiscal impact. A fiscal impact for fire merger for all fire based services is not known.

RECOMMENDATION

There are no recommendations from staff.

POSSIBLE MOTION

A possible motion may include direction to staff.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 19, 2015

CM/ACM _____
Finance WLB
Legal DEU
Risk Mgt. SE
HR _____

DATE: April 28, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval or modification of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators and an acceptance of the organizational chart as requested by Vice Chair Jung. (All Commission Districts)

SUMMARY

This item is discussion and possible approval of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators and to accept an organizational Chart indicating Span of Control of Truckee Meadows Fire Protection District.

Strategic Objective supported by this item: *Safe, secure and healthy communities*

PREVIOUS ACTION

Charles A. Moore was appointed as Fire Chief of Truckee Meadows Fire Protection District by the Board of Fire Commissioners pursuant to NRS 474.470 and 474.500, inclusive, at its regular meeting on February 28, 2012 and entered into an employment agreement dated March 15, 2012, with the first day of employment commencing on April 2, 2012.

On October 28, 2014, the Board of Fire Commissioners approved Amendment No. 1 to the Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore.

On April 21, 2015, the Board of Fire Commissioners postponed the Fire Chief's evaluation so that a 360 degree evaluation could be prepared and names of evaluators could be submitted to the Board for possible approval or modification.

On May 12, 2015 Board of County Commissioner Meeting, Vice Chair, Kitty Jung, requested an organizational chart be included along with the 360 degree evaluation list of names of evaluators

BACKGROUND

The Board of Directors directed the Fire Chief to develop a list of names to submit to the Board for possible approval or modification for the purpose of conducting a 360 evaluation of the Fire Chief.

AGENDA ITEM # 9

The list of names is as follows:

1. East Truckee Canyon CAB Chair Bambi Van Dyke – blvandyke@gmail.com
2. South Truckee Meadows/Washoe Valley CAB Chair Patricia Phillips – pataphillips@yahoo.com
3. North Valleys CAB Chair Francine Donshick – f.donshick@att.net
4. Northern Nevada Builders Association Jess Travers – jesst@thebuilders.com
5. WC Communications and Engagement Manager Nancy Leuenhagen – nleuenhagen@washoecounty.us
6. WC Public Information Officer Chris Ciarlo – cciarlo@washoecounty.us
7. TMFPD Deputy Fire Chief Tim Leighton – tleighton@tmfpd.us
8. TMFPD Fiscal Officer Vicki Van Buren – vlvanburen@tmfpd.us
9. TMFPD Administrative Assistant Sandy Francis – sfrancis@tmfpd.us
10. TMFPD Purchasing Agent Erin Holland – eholland@tmfpd.us
11. Sparks Fire Department Chief Tom Garrison - tgarrison@cityofsparks.us
12. North Lake Tahoe Fire Protection District Chief Mike Brown – mbrown@nltfpd.net
13. Storey County Fire Chief Gary Hames – ghames@storeycounty.org
14. Pyramid Lake Paiute Tribe Emergency Response Coordinator Don Pelt – DPelt@plpt.nsn.us
15. Channel 2 KTVN News Director Jason Pasco – jpasco@ktvn.com
16. Channel 8 KOLO News Director Stanton Tang – stang@kolotv.com
17. Local 3895 President Ian Satterfield – president@iaff3895.org
18. Washoe County Manager John Slaughter – jslaughter@washoecounty.us
19. Al Rogers, Management Services Director – arogers@washoecounty.us
20. Aaron Kenneston, Washoe County Emergency Manager – akenneston@washoecounty.us

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

A motion is requested for approval of a list of names to act as evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and to direct staff to develop a survey and distribute the survey to the evaluators, and to accept the organizational chart as presented.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion could be:

"I move to approve a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators and to accept the organizational chart as presented."



MEMORANDUM

May 12, 2015

To: Board of Fire Commissioners
Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: Span of Control, Organizational Chart and Job Duties

The Board requested an organizational chart of TM showing the span of control of the Fire Chief and those positions reporting to him, along with general duties assigned to each.

Those Positions Reporting to the Fire Chief:

1. Fire Marshal. This position is responsible for plans review of new construction, business inspections, schools, open burning program, smoke and ash can programs, community outreach and assisting communities with development of CWPP and wildfire risk reduction. The Fire Marshal supervises one Fire Prevention Specialist and a part time Program Assistant.
2. Deputy Chief of Operations. This position is responsible emergency response for career and volunteer response, policies and procedures, rolling stock acquisitions and supervises fleet maintenance, logistics, policies and procedures, dispatch process and inter-agency agreement review. The Deputy Chief of Operations supervises a total of 6 Battalion Chiefs (2 on duty per day) and the Logistics Captain. Each Battalion Chief has collateral duties.
3. Fiscal Officer. The Fiscal Officer is responsible for budget development and management, interfaces with internal and external auditors, purchasing, accounts receivable and payable. The Fiscal Officer supervises the Purchasing Agent and one Account Clerk. The Fiscal Officer works with the Fire Chief to develop long term financial plans and forecasts.
4. Ten (10) Volunteer Chiefs. The Volunteer Chiefs (under the current structure) manage their departments and respond as directed. VFD Chiefs in the TM boundary are responsible for training of their personnel in conjunction with career staff, maintaining rosters and checks of apparatus and equipment. Two Fire Chiefs are in County areas, and interface with the Fire Chief as do TM Volunteer Chiefs, except that County has expenditure authority.
5. Administrative and Program Assistants. One Administrative Assistant is shared between the Deputy Chief of Operations and the Fire Chief. The Administrative Assistant works

with the Fire Chief to prepare agenda and Board materials and manage meetings between the Board, CAB's and citizen inquiries.

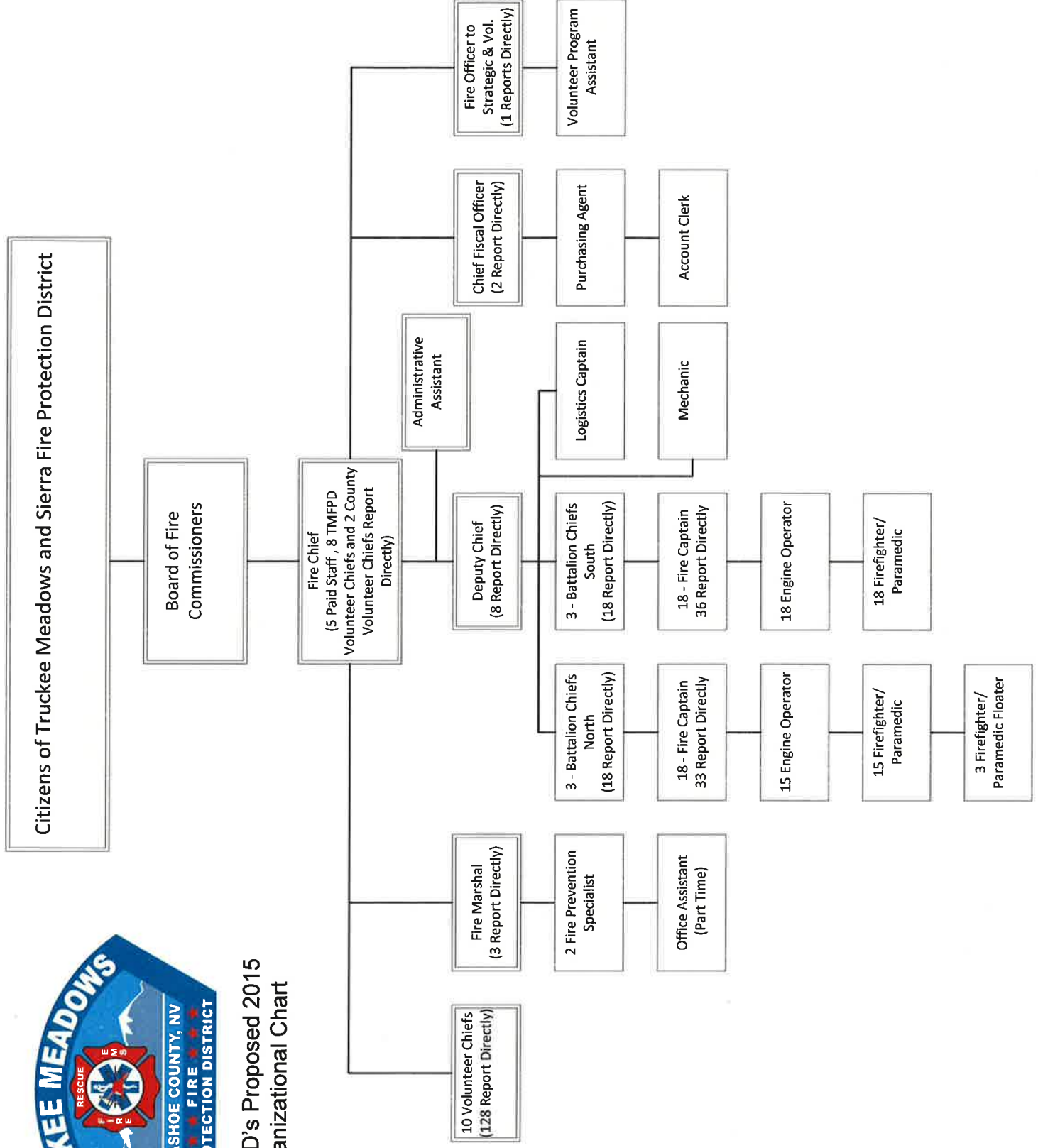
6. Program Assistant. This position monitors volunteer compliance with training, NRS required physicals, and acts as the Ombudsman for volunteer requests and issues. This position is proposed to move to a reporting relationship under the Fire Officer in Charge of Strategic and Volunteer Services in 2015.

General Duties of the Fire Chief:

- Provides general direction to direct reports.
- Provides response to emergency incidents and necessary and provides public information to the press. Acts as the District's spokesman as requires and as requested.
- Provides standby emergency response for major incidents and when Deputy Chief of Operations is out of town.
- Provides regular communications and updates to the Board of Fire Commissioners on District matters. Responsible for development of monthly agendas and reports. Recommends service level improvements and sustains the financial health of the District.
- Develops new strategic directions and alternatives for recommendation to the Board of Fire Commissioners.
- New fire station development and planning for future facilities.
- Regular presentations to CABs.
- Regular presentations to Homeowner groups.
- Develops new mutual aid agreements
- Meets with Labor Groups to resolve issues and complaints. Administers labor agreements and grievances (on a level one basis). Works with County Human Resources to resolve other personnel issues.
- Meets with Volunteer Department Chiefs to provide updates and resolve issues.
- Works with Fiscal Officer to develop long range financial stability and plans for future capital.
- Confers with legislators regarding proposed legislation.
- Assists staff with grant writing proposals.
- Answers Citizen and Insurance Industry questions regarding District response and capability
- Participates in EMS Program Groups and Health District statistical tracking
- Serves as President of Northern Nevada Fire Chiefs Association
- Serves on Homeland Security Commission as the pleasure of the Governor.
- Interfaces with other County Departments as necessary.



TMFPD's Proposed 2015 Organizational Chart





TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 18, 2015

CM/ACM _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: May 5, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2015-16. This item may be continued on Tuesday, May 19, 2015 at 10:00 AM. (All Commission Districts)

SUMMARY

This item is discussion and action on the Truckee Meadows Fire Protection District Tentative Budget for FY 15-16, as well as possible changes to the adoption of the Final Budget.

Strategic Objective supported by this item: *Sustainability of our financial, social and natural resources.*

PREVIOUS ACTION

On February 26, 2013, the Board of Fire Commissioners approved an enhancement in the EMS service level to ALS within the Truckee Meadows Fire Protection District.

March 27, 2012 Board of Fire Commissioners directed staff to implement Plan B to provide Fire and EMS service to all areas of the Fire District and approved the Interlocal Agreement between the SFPD and TMFPD for Consolidated Fire Service.

October 25, 2011 Board of Fire Commissioners approved the operational and administrative consolidation of the SFPD and TMFPD with TMFPD as fire service provider and defined the level of service therein. Board directed staff to return with an Interlocal Agreement between the SFPD and TMFPD to effectuate the consolidation.

BACKGROUND

Truckee Meadows Fire Protection District's revenues have stabilized and the District is financially sound and sustainable in the short and long term. In addition, the District is able to pay for the acquisition of land and construction of a new Station #14 and continue funding a capital improvement program with cash savings instead of acquiring debt.

AGENDA ITEM #3

10

FY 15-16 General Fund Budget Highlights

1) The total General Fund revenues are estimated at \$24,910,227 which includes the \$6,681,780 payment from the Sierra Fire Protection District to pay for SFPD operations per the Interlocal Agreement.

2) The property tax rate for the TMFPD is set at current levels at \$0.5400 per \$100 of assessed value. Even though the Board of Fire Commissioners approved a tax rate increase from \$0.4713 to \$0.5400 in 2012, the total amount of property tax revenue collected is expected to be \$10,911,909 which is \$773,811 or 7% below the property tax collected in FY 09-10 of \$11,685,720 at the \$0.4713 tax rate. Therefore, even though the tax rate was increased in 2012, the average TMFPD taxpayer is paying 7% less in property taxes than they paid in FY 09-10 due to the decline in assessed values.

3) The total General Fund expenditures for the TMFPD and SFPD consolidated operations are budgeted at \$23,321,555 which include the cost of full paramedic engine companies at all career fire stations. The budget also includes the addition of 1 new staff member - a Fire Prevention Specialist.

4) The expenditures include continuing the Community Smoke Detector Program and Fireplace Ash Safety Program as well as funding for the Fuels Management Program.

5) The budget includes a one-time transfer of \$4 million to the Capital Projects Fund in order to fund the District's capital improvement program in FY 15-16. The funding for the transfer comes from one-time budget savings and the normal on-going funding for capital expenditures. The expenditures include normal capital purchases as well as \$225,000 to replace District radios and MDTs, refurbishing apparatus and buildings, the purchase of equipment for 2 Water Tenders, and \$5.2 million for funding a Fire Station Replacement Program.

6) The General Fund Balance is at the Board established 25% of expenditure level and is \$5,965,718. This will allow the District to provide for the necessary cash flow in the summer months before the first property tax revenues are distributed in late August/early September, as well as provide for cash flow for large wildland fire expenditures as needed.

7) The General Fund includes an operating contingency of \$350,000 which is 1.5% of expenditures.

8) The District's General Fund is financially sustainable in the short-term and long-term.

**TMFPD/SFPD CONSOLIDATED FIRE DEPARTMENT
GENERAL FUND PROJECTIONS**

	FY 14-15	FY 15-16	FY 16-17	FY 17-18
Total Revenues	\$23,737,788	\$24,910,227	\$25,824,575	\$26,662,629
Less Total Expenditures	<u>21,040,476</u>	<u>23,321,555</u>	<u>24,337,193</u>	<u>25,243,484</u>
Operating Surplus (Deficit)	2,697,312	1,588,672	1,487,382	1,419,145
Less: Other Financing Sources/Uses	4,299,870	4,350,000	1,400,000	1,400,000
Beginning Fund Balance	<u>10,329,604</u>	<u>8,727,046</u>	<u>5,965,718</u>	<u>6,053,100</u>
Ending Fund Balance	\$8,727,046	\$5,965,718	\$6,053,100	\$6,072,245

Capital Projects Fund

1) For FY 15-16, the District's Capital Improvement Program resources includes the \$4 million transfer from the General Fund (noted above) due to one-time savings and the annual capital appropriation. These transfers as well as interest earnings and fund balance carry forward will fund the \$7,050,000 anticipated expenditures in the Capital Projects Fund in FY 15-16. These expenditures allow the District to fully fund the capital improvement program without acquiring any debt.

2) In total, the Capital Improvement Budget for FY 15-16 is estimated at \$7,050,000 leaving a fund balance of \$577,965 which will be carried over to FY 16-17.

Emergency Fund

NRS 474.510 requires a Fire Protection District to establish a District Emergency Fund which must be used solely for the purpose of funding unforeseen emergencies such as large wildland fires. By law, the fund may have up to \$1 million set aside for these emergencies. Due to the anticipation of large wildland fires which may have to be paid for upfront before reimbursement from NDF due to the NDF Emergency Program, the District has budgeted \$520,000 in FY 15-16 in order for the District to be sufficiently prepared when the wildland fires occur.

Other Funds

1) The Sick, Annual, and Comp Benefits Fund which was created to fund employees' termination benefits when they retire or leave service was established in FY14-15. The establishment of this fund was in anticipation of several retirements in the next few years. This fund was funded in FY 14-15 by a one-time \$589,769 transfer from the Health Benefits Fund which was being eliminated since it was no longer needed. The anticipated expenditure for FY 15-16 is \$308,000. The remaining fund balance is estimated at \$168,419 and will be carried forward to FY 16-17.

2) The Workers' Compensation Internal Service Fund was established to accumulate resources to pay the City of Reno for the workers' compensation liability which claims were incurred during the term of the Reno/TMFPD Interlocal Agreement. The TMFPD will pay the City of Reno for 5 years after the end of the Agreement in 2012. For FY 15-16, the workers' compensation liability is fully funded. The FY 15-16 Workers' Compensation Fund ending cash balance is budgeted at \$3,491,940 and insures the District has adequate cash set aside to pay for the District's liability costs in the future.

3) The Health Benefits Fund was established to account for the TMFPD group medical and retiree health benefit cost. With the District going to a guaranteed group medical program and the establishment of the OPEB Trust for retiree health benefits, the Fund is no longer required and the Budget reflects the elimination of the Fund with a budgeted FY15-16 OPEB Trust payment of \$611,030.

4) The Stabilization Fund was established according to NRS 354 to provide funding for revenue shortfalls or natural disasters. The beginning fund balance of \$580,698 has been accumulated over the past 16 years.

Conclusion

The Truckee Meadows Fire Protection District's Tentative Budget for FY 15-16 is financially sustainable in the short-term and long-term.

FISCAL IMPACT

The total expenditure in the FY 15-16 Truckee Meadows Fire Protection District Budget for all the governmental funds is \$31,699,555 and for the proprietary fund, the total expenditure is budgeted at \$1,611,030. The changes from the Tentative Budget were due to finalizing budget estimates.

RECOMMENDATION

It is recommended the Board of Fire Commissioners of the Truckee Meadows Fire Protection District approve the FY 15-16 Final Budget as presented.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

"I move to approve the Truckee Meadows Fire Protection District FY 15-16 Final Budget as presented."

Amy Ray
Fire Marshal



Tim Leighton
Deputy Fire Chief

Charles A. Moore
Fire Chief

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Truckee Meadows Fire Protection District herewith submits the FINAL budget for the
fiscal year ending June 30, 2016

This budget contains 7 funds, including Debt Service, requiring property tax revenues totaling \$ 10,911,909

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 0. If the final computation requires, the tax rate will be lowered.

This budget contains 5 governmental fund types with estimated expenditures of \$ 31,699,555 and
2 proprietary funds with estimated expenses of \$ 1,611,030

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I Vicki Van Buren
(Printed Name)
Chief Fiscal Officer
(Title)
certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed *V. Van Buren*

Dated: 05/05/15

SCHEDULED PUBLIC HEARING:

Date and Time May 18, 2015 at 8:30 AM

Publication Date May 8, 2015

Place: Washoe County Commission Chambers, 1001 E. 9th Street, Reno, Nevada

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FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/14	ESTIMATED CURRENT YEAR ENDING 06/30/15	BUDGET YEAR ENDING 06/30/16
General Government			
Judicial			
Public Safety	117	123	124
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT	117	123	124
Utilities			
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	117	123	124

POPULATION (AS OF JULY 1)	80,315	80,315	80,315
SOURCE OF POPULATION ESTIMATE*	Comprehensive Planning	Comprehensive Planning	Comprehensive Planning
Assessed Valuation (Secured and Unsecured Only)	1,920,776,304	2,039,805,070	2,278,621,188
Net Proceeds of Mines	1,815,000	1,803,000	1,321,000
TOTAL ASSESSED VALUE	1,922,591,304	2,041,608,070	2,279,942,188
TAX RATE			
General Fund	0.5400	0.5400	0.5400
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0.5400	0.5400	0.5400

* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

PROPERTY TAX RATE AND REVENUE RECONCILIATION

Fiscal Year 2015-2016

	(1) ALLOWED TAX RATE	(2) ASSESSED VALUATION	(3) ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	(4) TAX RATE LEVIED	(5) TOTAL PREABATED AD VALOREM REVENUE [(2)X(4)/100]	(6) AD VALOREM TAX ABATEMENT [(5)-(7)]	(7) BUDGETED AD VALOREM REVENUE WITH CAP
OPERATING RATE:							
A. PROPERTY TAX Subject to Revenue Limitations	1.3866	2,278,621,188	31,595,361	0.5400	12,304,554	1,392,645	10,911,909
B. PROPERTY TAX Outside Revenue Limitations:							
Net Proceeds of Mines							
VOTER APPROVED:							
C. Voter Approved Overrides							
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides							
I. SCORT Loss (NRS 354.59813)	0.0368	2,278,621,188	839,824				
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES	0.0368	2,278,621,188	839,824				
M. SUBTOTAL A, C, L	1.4234	2,278,621,188	32,435,186	0.5400	12,304,554	1,392,645	10,911,909
N. Debt							
O. TOTAL M AND N	1.4234	2,278,621,188	32,435,186	0.5400	12,304,554	1,392,645	10,911,909

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

(Local Government)

**SCHEDULE S-3 - PROPERTY TAX RATE
AND REVENUE RECONCILIATION**

If an entity chooses to budget for an amount in column 5 which is lower or higher than the amount produced by the formula, please attach an explanation.

Note 1: This form calculation does not include net proceeds of mines revenue calculations.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

[illegible]

Budget Summary for TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

[illegible]

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2016

Budget Summary for TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

FUND NAME	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
					IN (5)	OUT (6)	
Workers' Compensation Fund	I	1,000,000	50,000	-	-	-	(950,000)
Health Benefits Fund	I	611,030	-	-	-	-	(611,030)
TOTAL		1,611,030	50,000	-	-	-	(1,561,030)

* FUND TYPES: E - Enterprise
I - Internal Service
N - Nonexpendable Trust

** Include Depreciation

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/16	
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	TENTATIVE APPROVED	FINAL APPROVED
Taxes:				
Property Tax	9,818,203	10,150,166	10,911,909	10,911,909
Property Tax-AB 104	142,180	155,066	155,066	155,066
Licenses and permits:				
Gaming, AB 104	2,100	800	1,000	1,000
Other	750	1,250	1,000	1,000
Intergovernmental:				
Federal grants	46,929	158,727	108,837	108,837
Consolidated taxes	5,206,953	5,537,974	5,641,952	5,641,952
Real property transfer tax, AB 104	30,582	31,454	31,454	31,454
Supplemental city/county relief tax, AB 104	654,633	667,137	667,137	667,137
Interlocal agreement, fire suppression	7,110,696	6,906,924	7,277,208	7,266,780
Charges for Services:				
Charges for services	11,070	10,700	10,700	10,700
Miscellaneous:				
Investment earnings	156,001	100,000	100,000	100,000
Reimbursements	285,688	4,359	500	500
Other	31,366	13,231	13,892	13,892
SUBTOTAL REVENUE ALL SOURCES	23,495,149	23,737,788	24,920,655	24,910,227
OTHER FINANCING SOURCES				
Operating Transfers In (Schedule I)	-	-	-	-
Proceeds of asset disposition	18,762	130	-	-
Proceeds of Long-term Debt	-	-	-	-
Other	-	-	-	-
SUBTOTAL OTHER FINANCING SOURCES	18,762	130	-	-
BEGINNING FUND BALANCE	9,919,097	10,329,604	8,727,046	8,727,046
Prior Period Adjustments	-			
Residual Equity Transfers	-			
TOTAL BEGINNING FUND BALANCE	9,919,097	10,329,604	8,727,046	8,727,046
TOTAL AVAILABLE RESOURCES	33,433,008	34,067,522	33,647,701	33,637,273

Note: FY13/14 Beginning Fund Balance does not include the Stabilization Fund Balance.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)
SCHEDULE B - GENERAL FUND

	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/16	
			TENTATIVE APPROVED	FINAL APPROVED
<u>REVENUES</u>				
Intergovernmental:				
Federal grants	-	-	-	-
Miscellaneous				
Interest earnings	68,461	20,000	50,000	50,000
Subtotal	68,461	20,000	50,000	50,000
<u>OTHER FINANCING SOURCES:</u>				
Operating Transfers In (Schedule T)	3,650,000	4,900,000	4,000,000	4,000,000
BEGINNING FUND BALANCE	4,861,041	3,329,172	3,577,965	3,577,965
Prior Period Adjustment(s)	-			
Residual Equity Transfers	-			
TOTAL BEGINNING FUND BALANCE	4,861,041	3,329,172	3,577,965	3,577,965
TOTAL RESOURCES	8,579,502	8,249,172	7,627,965	7,627,965
<u>EXPENDITURES</u>				
PUBLIC SAFETY:				
FIRE:				
Services and Supplies	660,957	922,860	430,000	430,000
Capital outlay	4,589,373	3,748,347	6,620,000	6,620,000
Subtotal	5,250,330	4,671,207	7,050,000	7,050,000
<u>OTHER USES</u>				
CONTINGENCY (not to exceed 3% of total expenditures)	-			
Operating Transfers Out (Schedule T)	-			
ENDING FUND BALANCE	3,329,172	3,577,965	577,965	577,965
TOTAL COMMITMENTS & FUND BALANCE	8,579,502	8,249,172	7,627,965	7,627,965

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE B -2

FUND _____ CAPITAL PROJECTS FUND _____

Page: 10
Form 14
11/20/2014

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/16	
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	TENTATIVE APPROVED	FINAL APPROVED
Taxes				
Ad valorem, general	150,000	-	-	-
Intergovernmental				
Federal grants	-	-	-	-
State grants	102,953	-	-	-
Miscellaneous				
Reimbursements	401,165	275,000	-	-
Subtotal	654,118	275,000	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	-	-	-	-
BEGINNING FUND BALANCE	586,387	771,851	641,851	641,851
Prior Period Adjustment(s)	-			
Residual Equity Transfers	-			
TOTAL BEGINNING FUND BALANCE	586,387	771,851	641,851	641,851
TOTAL RESOURCES	1,240,505	1,046,851	641,851	641,851
EXPENDITURES				
PUBLIC SAFETY:				
FIRE:				
Salaries and wages	286,918	250,000	250,000	250,000
Employee benefits	18,184	25,000	25,000	25,000
Services and supplies	163,572	130,000	245,000	245,000
Subtotal	468,654	405,000	520,000	520,000
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-		
Operating Transfers Out (Schedule T)	-	-		
ENDING FUND BALANCE	771,851	641,851	121,851	121,851
TOTAL COMMITMENTS & FUND BALANCE	1,240,505	1,046,851	641,851	641,851

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE B -3

FUND EMERGENCY FUND

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/16 (4)	
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	TENTATIVE APPROVED	FINAL APPROVED
Miscellaneous	-	-	-	-
Investment Earnings	-	5,000	10,000	10,000
Subtotal	-	5,000	10,000	10,000
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule 1)	-	589,769	-	-
BEGINNING FUND BALANCE	-	-	466,419	466,419
Prior Period Adjustment(s)	-	-		
Residual Equity Transfers	-	-		
TOTAL BEGINNING FUND BALANCE	-	-	466,419	466,419
TOTAL RESOURCES	-	594,769	476,419	476,419
EXPENDITURES				
PUBLIC SAFETY:				
FIRE:				
Salaries and wages	-	126,516	300,000	300,000
Employee Benefits	-	1,834	8,000	8,000
Subtotal	-	128,350	308,000	308,000
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-	-	-
Operating Transfers Out (Schedule 1)	-	-	-	-
ENDING FUND BALANCE	-	466,419	168,419	168,419
TOTAL COMMITMENTS & FUND BALANCE	-	594,769	476,419	476,419

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE B -4

FUND SICK ANNUAL COMP BENEFITS FUND

REVENUES	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	BUDGET YEAR ENDING 06/30/16 TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/16 FINAL APPROVED
Miscellaneous				
Investment Earnings	8,225	8,000	8,000	8,000
Subtotal	8,225	8,000	8,000	8,000
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	-	-	-	-
BEGINNING FUND BALANCE	565,468	573,198	580,698	580,698
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	565,468	573,198	580,698	580,698
TOTAL RESOURCES	573,693	581,198	588,698	588,698
EXPENDITURES				
PUBLIC SAFETY:				
FIRE:				
Salaries and wages	-	-	-	-
Employee Benefits	-	-	-	-
Services and supplies	495	500	500,000	500,000
Subtotal	495	500	500,000	500,000
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-	-	-
Operating Transfers Out (Schedule T)	-	-	-	-
ENDING FUND BALANCE	573,198	580,698	88,698	88,698
TOTAL COMMITMENTS & FUND BALANCE	573,693	581,198	588,698	588,698

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE B -5

FUND STABILIZATION FUND

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	BUDGET YEAR ENDING 06/30/16 TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/16 FINAL APPROVED
OPERATING REVENUE				
Charges for services	-			
Total Operating Revenue	-	-	-	-
OPERATING EXPENSE				
Services and supplies	97,734	240,000	1,000,000	1,000,000
Depreciation/Amortization				
Depreciation/Amortization				
Total Operating Expense	97,734	240,000	1,000,000	1,000,000
Operating Income or (Loss)	(97,734)	(240,000)	(1,000,000)	(1,000,000)
NONOPERATING REVENUES				
Interest Earned	66,795	50,000	50,000	50,000
Property Taxes	-	-	-	-
Subsidies	-	-	-	-
Consolidated Tax	-	-	-	-
Total Nonoperating Revenues	66,795	50,000	50,000	50,000
NONOPERATING EXPENSES				
Interest Expense	-	-	-	-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(30,939)	(190,000)	(950,000)	(950,000)
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	-	-	-	-
Net Operating Transfers	-	-	-	-
NET POSITION	(30,939)	(190,000)	(950,000)	(950,000)

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME

FUND WORKERS' COMPENSATION FUND

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/16	
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from other funds	-	-	-	-
Cash received from customers	-	-	-	-
Cash received from others	-	-	-	-
Cash payments for services and supplies	(488,367)	(240,000)	(1,000,000)	(1,000,000)
a. Net cash provided by (or used for) operating activities	(488,367)	(240,000)	(1,000,000)	(1,000,000)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Cash received from operating transfers	-	-	-	-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Investment earnings	70,134	50,000	50,000	50,000
d. Net cash provided by (or used in) investing activities	70,134	50,000	50,000	50,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(418,233)	(190,000)	(950,000)	(950,000)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	5,050,173	4,631,940	4,441,940	4,441,940
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	4,631,940	4,441,940	3,491,940	3,491,940

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND WORKERS' COMPENSATION FUND

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Form 20

11/20/2014

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	BUDGET YEAR ENDING 06/30/16 TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/16 FINAL APPROVED
OPERATING REVENUE				
Charges for Services	-			
Miscellaneous	2,479			
Total Operating Revenue	2,479	-	-	-
OPERATING EXPENSE				
Services and supplies	19,330	-	611,030	611,030
Depreciation/Amortization	-	-	-	-
Total Operating Expense	19,330	-	611,030	611,030
Operating Income or (Loss)	(16,851)	-	(611,030)	(611,030)
NONOPERATING REVENUES				
Interest Earned	22,792	25,000	-	-
Property Taxes				
Subsidies				
Consolidated Tax				
Total Nonoperating Revenues	22,792	25,000	-	-
NONOPERATING EXPENSES				
Interest Expense	-	-	-	-
Total Nonoperating Expenses	22,792	25,000	-	-
Net Income before Operating Transfers	5,941	25,000	(611,030)	(611,030)
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	-	(1,189,769)	-	-
Net Operating Transfers	-	(1,189,769)	-	-
NET POSITION	5,941	(1,164,769)	(611,030)	(611,030)

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME

FUND HEALTH BENEFITS FUND

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/16	
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING				
ACTIVITIES:				
Cash received from other funds	-	-	-	-
Cash received from customers	-	-	-	-
Cash received from others	2,479	-	-	-
Cash payments for services and supplies	(44,320)	-	(611,030)	(611,030)
a. Net cash provided by (or used for) operating activities	(41,841)	-	(611,030)	(611,030)
B. CASH FLOWS FROM NONCAPITAL				
FINANCING ACTIVITIES:				
Cash received from operating transfers	-	-	-	-
Transfer Out	-	(1,189,769)	-	-
b. Net cash provided by (or used for) noncapital financing activities	-	(1,189,769)	-	-
C. CASH FLOWS FROM CAPITAL AND				
RELATED FINANCING ACTIVITIES:				
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
D. CASH FLOWS FROM INVESTING				
ACTIVITIES:				
Investment earnings	22,471	25,000		
d. Net cash provided by (or used in) investing activities	22,471	25,000	-	-
NET INCREASE (DECREASE) in cash and				
cash equivalents (a+b+c+d)	(19,370)	(1,164,769)	(611,030)	(611,030)
CASH AND CASH EQUIVALENTS AT				
JULY 1, 20xx	1,795,169	1,775,799	611,030	611,030
CASH AND CASH EQUIVALENTS AT				
JUNE 30, 20xx	1,775,799	611,030	-	-

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND HEALTH BENEFITS FUND

* - Type	
1 - General Obligation Bonds	
2 - G.O. Revenue Supported Bonds	
3 - G.O. Special Assessment Bonds	
4 - Revenue Bonds	
5 - Medium-Term Financing	
6 - Medium-Term Financing - Lease Purchase	
7 - Capital Leases	
8 - Special Assessment Bonds	
9 - Mortgages	
10 - Other (Specify Type)	
11 - Proposed (Specify Type)	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/16		(10)	(11)
NAME OF BOND OR LOAN List and Subtotal By Fund	*	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2016	INTEREST PAYABLE	PRINCIPAL PAYABLE	(9)+(10)	TOTAL
FUND							\$	\$	\$	\$	
NONE							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
TOTAL ALL DEBT SERVICE							\$	\$	\$	\$	

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

[illegible]

FORM 4404LGF Last Revised 01-21-15

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
CAPITAL PROJECTS FUND	General Fund	10	4,000,000			
SUBTOTAL						
EXPENDABLE TRUST FUNDS						
SUBTOTAL						
DEBT SERVICE						
SUBTOTAL			4,000,000			

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

FORM 4404LGF Last Revised 01-21-15

Transfer Schedule for Fiscal Year 2015-2016

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS						
SUBTOTAL						
INTERNAL SERVICE Health Benefits Fund						
SUBTOTAL						
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						
TOTAL TRANSFERS			4,000,000			4,000,000

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2015 - 2016

Local Government: Truckee Meadows Fire Protection District

Contact: Charles A. Moore, Fire Chief

E-mail Address: cmoore@tmfpd.us

Daytime Telephone: 775-328-6123

Total Number of Existing Contracts: 2

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2015-16	Proposed Expenditure FY 2016-17	Reason or need for contract:
1	ESCI	7/1/2015	6/30/2016	\$ 10,000	\$ 10,000	Fire related studies
2	Walker & Associates	12/1/2015	11/30/2016	\$ 20,000	\$ 20,000	CPA assistance in developing budgets and audits
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures			\$ 30,000	\$ 30,000	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2015 - 2016

Local Government: Truckee Meadows Fire Protection District

Contact: Charles A. Moore, Fire Chief

E-mail Address: cmoore@tmfpd.us

Daytime Telephone: 775-328-6123

Total Number of Privatization Contracts: 2

2

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2015-16	Proposed Expenditure FY 2016-17	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	ESCI	7/1/2015	6/30/2016	12 Mos.	\$ 10,000	\$ 10,000	Fire Chief	1	\$86.00	Fire Related Studies
2	Walker & Associates	12/1/2015	11/30/2016	12 Mos.	\$ 20,000	\$ 20,000	Finance Dir	1	\$85.00	CPA assistance for budget and audit preparation
3										
4										
5										
6										
7										
8	Total				\$ 30,000	\$ 30,000		2		

Attach additional sheets if necessary.

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Form 32

1/20/2015



SIERRA FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: May 18, 2015

CM/ACM _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: May 5, 2015
TO: Sierra Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and action on the Sierra Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2015-16. This item may be continued on Tuesday, May 19 at 10:00 AM. (All Commission Districts)

SUMMARY

This item is discussion and action on the Sierra Fire Protection District Tentative Budget for Fiscal Year 15-16, as well as possible changes to the adoption of the Final Budget.

Strategic Objective supported by this item: *Sustainability of our financial, social, and natural resources.*

PREVIOUS ACTION

March 27, 2012 Board of Fire Commissioners directed staff to implement Plan B to provide Fire and EMS service to all areas of the Fire District and achieve financial sustainability. The Board also approved the Interlocal Agreement between the SFPD and TMFPD to consolidate fire services.

October 25, 2011 Board of Fire Commissioners approved the operational and administrative consolidation of the SFPD and TMFPD with TMFPD as fire service provider and defined the level of service therein. Board directed staff to return with an Interlocal Agreement between the SFPD and TMFPD to effectuate the consolidation.

BACKGROUND

Sierra Fire Protection District's revenues have stabilized and the District is financially sound and sustainable in the short and long term. Per an Interlocal Agreement for fire service between the Sierra Fire Protection District (SFPD) and Truckee Meadows Fire Protection District (TMFPD), SFPD contributes their direct incremental costs of the Adopted Consolidated Budget which include direct costs associated with serving SFPD fire stations and any additional staffing costs needed above and beyond what is required for TMFPD, plus associated direct services and supplies costs and an operating contingency. TMFPD uses SFPD's portion of the Adopted Consolidated Budget to pay for the costs to provide fire services in SFPD with the exception of annual audits, property and liability insurance, independent contractors hired by SFPD, capital expenditures, wildland fire emergency fund expenditures, and any other costs needed to sustain a local government organization. For FY 15-16, the

AGENDA ITEM #4

11

SFPD is budgeted to pay \$6,681,780 to the TMFPD according to the Interlocal Agreement for Fire Service and Consolidation.

FISCAL IMPACT

The Sierra Fire Protection District's finances have stabilized and the District is financially sound. The District's tax rate is budgeted at its current \$0.5400 property tax rate. The District's total General Fund revenues are budgeted at \$7,062,335 while its expenditures are budgeted at \$7,527,140 which leaves an estimated fund balance of \$1,198,741. The General Fund balance of \$1,198,741 equates to 16% of expenditures. The expenditures of \$7,527,140 include a one-time capital expenditure of \$500,000 for building improvements at Station 39 Joy Lake. The District's Emergency Fund expenditures for wildland fires is budgeted at \$645,000 leaving a fund balance of \$110,386 which will be carried forward to future years.

Therefore, the total expenditure in the FY 15-16 Sierra Fire Protection District Final Budget for the governmental fund types is \$8,172,140. The changes from the Tentative Budget were due to finalizing budget estimates.

RECOMMENDATION

It is recommended the Board of Fire Commissioners of the Sierra Fire Protection District approve the Final Budget for Fiscal Year 2015-16 as presented.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

"I move to approve the Sierra Fire Protection District Final Budget for Fiscal Year 2015-16 as presented."

1001 E 9th St, Bldg. D
PO Box 11130
Reno, NV 89520



Chief Charles A. Moore
Phone: (775) 326-6000
Fax: (775) 326-6003

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Sierra Fire Protection District herewith submits the FINAL budget for the
fiscal year ending June 30, 2016

This budget contains 2 funds, including Debt Service, requiring property tax revenues totaling \$ 5,209,250

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 0 If the final computation requires, the tax rate will be lowered.

This budget contains 2 governmental fund types with estimated expenditures of \$ 8,172,140 and
0 proprietary funds with estimated expenses of \$ 0

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I Vicki Van Buren
(Printed Name)
Chief Fiscal Officer
(Title)
certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed *V. Van Buren*

Dated: 05/05/15

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time May 18, 2015 at 8:30 AM

Publication Date May 8, 2015

Place: Washoe County Commission Chambers, 1001 E. 9th Street, Reno, Nevada

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FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/14	ESTIMATED CURRENT YEAR ENDING 06/30/15	BUDGET YEAR ENDING 06/30/16
General Government			
Judicial			
Public Safety	-	-	-
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT	-	-	-
Utilities			
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL			

POPULATION (AS OF JULY 1)	14,320	14,320	14,320
SOURCE OF POPULATION ESTIMATE*	Comprehensive Planning	Comprehensive Planning	Comprehensive Planning
Assessed Valuation (Secured and Unsecured Only)	906,703,516	989,532,997	1,087,979,988
Net Proceeds of Mines	121,000	-	-
TOTAL ASSESSED VALUE	906,824,516	989,532,997	1,087,979,988
TAX RATE			
General Fund	0.5400	0.5400	0.5400
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0.5400	0.5400	0.5400

*** Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.**

SIERRA FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

PROPERTY TAX RATE AND REVENUE RECONCILIATION

Fiscal Year 2015-2016

	(1) ALLOWED TAX RATE	(2) ASSESSED VALUATION	(3) ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	(4) TAX RATE LEVIED	(5) TOTAL PREABATED AD VALOREM REVENUE [(2)X(4)/100]	(6) AD VALOREM TAX ABATEMENT [(5)-(7)]	(7) BUDGETED AD VALOREM REVENUE WITH CAP
OPERATING RATE:							
A. PROPERTY TAX Subject to Revenue Limitations	1.1722	1,087,979,988	12,753,301	0.5400	5,875,092	665,842	5,209,250
B. PROPERTY TAX Outside Revenue Limitations: Net Proceeds of Mines							
VOTER APPROVED:							
C. Voter Approved Overrides							
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides							
I. SCRT Loss (NRS 354.59813)	0.0478	1,087,979,988	520,214				
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES	0.0478	1,087,979,988	520,214				
M. SUBTOTAL A, C, L	1.2200	1,087,979,988	13,273,515	0.5400	5,875,092	665,842	5,209,250
N. Debt							
O. TOTAL M AND N	1.2200	1,087,979,988	13,273,515	0.5400	5,875,092	665,842	5,209,250

SIERRA FIRE PROTECTION DISTRICT
(Local Government)
SCHEDULE S-3 - PROPERTY TAX RATE
AND REVENUE RECONCILIATION

If an entity chooses to budget for an amount in column 5 which is lower or higher than the amount produced by the formula, please attach an explanation.

Note 1: This form calculation does not include net proceeds of mines revenue calculations.

Budget Summary for

SIERRA FIRE PROTECTION DISTRICT

(Local Government)

[illegible]

Budget Summary for SIERRA FIRE PROTECTION DISTRICT
(Local Government)

[illegible]

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/16	
	ACTUAL PRIOR YEAR ENDING 6/30/2014	ESTIMATED CURRENT YEAR ENDING 6/30/2015	TENTATIVE APPROVED	FINAL APPROVED
Taxes:				
Property Tax	4,791,560	4,950,025	5,209,250	5,209,250
Property Tax-AB 104	54,487	57,190	60,050	60,050
Licenses and permits:				
Gaming, AB 104	798	1,000	2,500	2,500
Intergovernmental:				
Federal grants		-	-	-
Consolidated taxes	1,207,498	1,273,344	1,331,415	1,331,415
Real property transfer tax, AB 104	11,618	9,500	9,500	9,500
Supplemental city/county relief tax, AB 104	248,213	252,424	257,472	257,472
Local contributions	1,194,869	383,620	153,148	153,148
Charges for Services:				
Charges for services	-	-	-	-
Miscellaneous:				
Investment earnings	32,973	24,000	24,000	24,000
Reimbursements	-	-	15,000	15,000
Other	34,154	-	-	-
SUBTOTAL REVENUE ALL SOURCES	7,576,170	6,951,103	7,062,335	7,062,335
OTHER FINANCING SOURCES				
Operating Transfers In (Schedule 1)	-	-	-	-
Proceeds of Long-term Debt				
Other	-	-	-	-
SUBTOTAL OTHER FINANCING SOURCES	-	-		
BEGINNING FUND BALANCE	1,487,395	1,300,497	1,663,546	1,663,546
Prior Period Adjustments	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	1,487,395	1,300,497	1,663,546	1,663,546
TOTAL AVAILABLE RESOURCES	9,063,565	8,251,600	8,725,881	8,725,881

SIERRA FIRE PROTECTION DISTRICT
(Local Government)
SCHEDULE B - GENERAL FUND

	(1) ACTUAL PRIOR YEAR ENDING 6/30/2014	(2) ESTIMATED CURRENT YEAR ENDING 6/30/2015	(3) (4) BUDGET YEAR ENDING 06/30/16	
			TENTATIVE APPROVED	FINAL APPROVED
REVENUES				
INTERGOVERNMENTAL				
Federal Grants	-	-	-	-
State grants	31,171	-	-	-
MISCELLANEOUS				
Reimbursements	8,730	-	-	-
Subtotal	39,901	-	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	-	-	-	-
BEGINNING FUND BALANCE	976,694	870,386	755,386	755,386
Prior Period Adjustment(s)	-			
Residual Equity Transfers	-			
TOTAL BEGINNING FUND BALANCE	976,694	870,386	755,386	755,386
TOTAL RESOURCES	1,016,595	870,386	755,386	755,386
EXPENDITURES				
PUBLIC SAFETY:				
FIRE:				
Salaries and wages	-	-	-	-
Employee benefits	-	-	-	-
Services and supplies	146,209	115,000	645,000	645,000
Subtotal	146,209	115,000	645,000	645,000
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-		
Operating Transfers Out (Schedule T)	-	-		
ENDING FUND BALANCE	870,386	755,386	110,386	110,386
TOTAL COMMITMENTS & FUND BALANCE	1,016,595	870,386	755,386	755,386

SIERRA FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE B -2

FUND EMERGENCY FUND

* - Type	
1 - General Obligation Bonds	
2 - G.O. Revenue Supported Bonds	
3 - G.O. Special Assessment Bonds	
4 - Revenue Bonds	
5 - Medium-Term Financing	
6 - Medium-Term Financing - Lease Purchase	
7 - Capital Leases	
8 - Special Assessment Bonds	
9 - Mortgages	
10 - Other (Specify Type)	
11 - Proposed (Specify Type)	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/16		(10) PRINCIPAL PAYABLE	(11) (9)+(10) TOTAL
NAME OF BOND OR LOAN List and Subtotal By Fund	*	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2016	INTEREST PAYABLE	PRINCIPAL PAYABLE		
FUND							\$	\$	\$	\$	\$
NONE							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
TOTAL ALL DEBT SERVICE							\$	\$	\$	\$	\$

SIERRA FIRE PROTECTION DISTRICT Budget Fiscal Year 2015-2016
(Local Government)

Transfer Schedule for Fiscal Year 2015-2016

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND	NONE					
SUBTOTAL						
SPECIAL REVENUE FUNDS						
SUBTOTAL						

SIERRA FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

[illegible]Page: 12
Form 23b
11/20/2014

Transfer Schedule for Fiscal Year 2015-2016

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS	NONE					
SUBTOTAL						
INTERNAL SERVICE						
SUBTOTAL						
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						
TOTAL TRANSFERS						

SIERRA FIRE PROTECTION DISTRICT
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

FORM 4404LGF Last Revised 01-21-15

SCHEDULE OF EXISTING CONTRACTS
Budget Year 2015 - 2016

Local Government: Sierra Fire Protection District
Contact: Charles A. Moore, Fire Chief
E-mail Address: cmoore@smfpd.us
Daytime Telephone: 775-328-6123

Total Number of Existing Contracts: 1

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2015-16	Proposed Expenditure FY 2016-17	Reason or need for contract:
1	Walker & Associates	7/1/2015	7/1/2016	\$ 10,000	\$ 10,000	CPA assistance in developing budgets and audit reports
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures			\$ 10,000	\$ 10,000	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS
Budget Year 2015 - 2016

Local Government: Sierra Fire Protection District

Contact: Charles A. Moore, Fire Chief

E-mail Address: cmoore@tmfipd.us

Daytime Telephone: 775-328-6123

Total Number of Privatization Contracts:

1

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2015-16	Proposed Expenditure FY 2016-17	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	Walker & Associates	7/1/2015	7/1/2016	12 Months	\$ 10,000	\$ 10,000	Finance Dir	1	\$ 85.00	CPA assistance for budget and audit preparation
2										
3										
4										
5										
6										
7										
8	Total				\$ 10,000	\$ 10,000		1		

Attach additional sheets if necessary.