

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, June 16, 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 meetings April 21, 2015 and May 19, 2015.
- B. Approval of a Cooperative Agreement between the Truckee Meadows Fire Protection District and the Reno Sparks Indian Colony.
- C. Approve a resolution to donate a surplus used fire apparatus, one (1) 1995 Freightliner Type I Engine VIN# IFV6HLCBXML656164 in "as is" condition from the Truckee Meadows Fire Protection District to Washoe County; if approved, authorize the Chairman to execute Resolution for same.
- D. Board of Fire Commissioners approval of a Memorandum of Understanding to permit IAFF Local 3895 the use of storage lockers for uniforms and apparel

*5. Fire Chief Report:

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

6. Authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2015 for an annual premium of \$116,387.32.

7. Authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County District Attorney's office and the Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 021-461-27, for an Administration and Logistics Facility located at 4835 Longley Lane; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed,

including an appraisal and a survey, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition.

8. Authorize the Fire Chief in conjunction with the Washoe County District Attorney's office, and Washoe County Property Program Manager to enter into a Purchase and Sale Agreement for a 3.00 acre (+/-) parcel of a portion of APN 044-300-10 to be used as a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street, and to authorize the opening of escrow by deposit of the amount of \$50,000 as called for in the Purchase and Sale Agreement; fiscal impact not to exceed \$1,307,000 for acquisition.
- *9. 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).
- *10. 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.
11. Adjournment.

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

TUESDAY

9:00 a.m.

APRIL 21, 2015

PRESENT:

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

Nancy Parent, County Clerk
John Slaughter, County Manager
Dave Watts, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 9:01 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:

15-0046F AGENDA ITEM 3

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.”

Chief Richard Boykin, Cold Springs Volunteer Fire Department, explained the history, structure, and mission of the County’s Volunteer Fire Departments. He said the Volunteer Fire Departments contracted with the District and any problems were dealt with through cooperation, negotiation and management skills. He said the volunteers had not received copies of the Volunteer Handbook nor were they asked to provide input and, from what he heard, the proposed overhaul of the volunteer system threatened to destroy morale. He stated that would most likely result in the decline of the depth of service provided to the citizens of Washoe County by the volunteers. He said it would be a shame to lose their hundreds of years of experience and knowledge. He encouraged the Commissioners to visit their volunteer departments and to make their own decisions as to their value.

Agenda Item #4A

APRIL 21, 2015

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CONSENT ITEMS – 4A THROUGH 4D

15-0047F AGENDA ITEM 4A

Agenda Subject: “Approval of minutes from Board of Fire Commissioners meeting January 27, 2015 and February 10, 2015.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4A be approved.

15-0048F AGENDA ITEM 4B

Agenda Subject: “Approval of an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County, on behalf of the Washoe County Sheriff’s Office, for the testing and training connected to Self-Contained Breathing Apparatus Equipment commencing April 21, 2015.”

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

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4B be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

15-0049F AGENDA ITEM 4C

Agenda Subject: “Approval of a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office and Truckee Meadows Fire Protection District.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4C be approved. The Cooperative Fire Protection Agreement for same is attached hereto and made a part of the minutes thereof.

15-0050F AGENDA ITEM 4D

Agenda Subject: “Approval of the Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff’s Office, Truckee Meadows Fire

Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively] for the provision, when requested of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sherriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Unit (RAVEN), and if approved, authorize the Finance Division to make the necessary budget adjustments.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Lucey absent, it was ordered that Agenda Item 4D be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

15-0051F AGENDA ITEM 5

Agenda Subject: "Fire Chief Report: A) Report and discussion related to fire district operations and B) Career and Volunteer Statistics' and Report for March 2015."

Fire Chief Charles Moore advised the City of Reno and the District completed the Computer Aided Dispatch (CAD) upgrade of the Tiburon system. He stated there was a significant enhancement to the software upgrade that allowed the dispatchers to see the position of every law enforcement vehicle and fire truck, which by the end of June should include the City of Sparks. He stated the CAD software would automatically select the closest unit, which he felt was consistent with the intent of SB 185. He stated in real time, the dispatcher could see if a fire vehicle was on a call, returning from a call, or if it was in quarters. He said that removed any of the technological problems with automatic aid moving forward in the region. He stated he believed the coordinated dispatch center was the first step in getting regional fire going.

Commissioner Hartung asked if seeing the Reno-Tahoe International Airport Authority Fire Department vehicles would be included. Chief Moore said only if they had a mobile-data terminal. He advised the airport's vehicles were generally restricted to the airport's property per Federal Aviation Administration (FAA) regulations.

Commissioner Jung asked if dispatch could see the location of the Regional Emergency Medical Services Authority's (REMSAs) ambulances. Chief Moore replied they could not be seen with the Tiburon software upgrade due to REMSA being on a different system. He stated when the CAD-to-CAD interface was connected, it would be likely the ambulance locations would be seen. Commissioner Jung encouraged Chief Moore to speak with whoever was in charge of the Airport Authority's Fire Department because all of the separate fire departments needed to be included to achieve a truly regional fire department. She stated she understood the FAA regulations, but she

was aware there were other communities that fully regionalized all of their fire departments. Chief Moore said he would follow up with Chief Nelson.

***9:10 a.m.** Commissioner Lucey arrived.

Chair Berkgigler asked for a report at the next meeting on what the timeframe for REMSA would be because the Commissioners were getting a lot of questions about that issue. Chief Moore said the company that produced REMSA's dispatching software purchased Tiburon. He felt perhaps in a year or two there would be some kind of connectivity between Tiburon and the software REMSA used. He said in the shorter term, once Tiburon's upgrade was done with the City of Sparks, there would be a link between REMSA, the County's dispatch, and the City of Reno's dispatch. He stated when a call came up and REMSA saw it, the District's dispatchers would see it also, and vice versa.

Commissioner Hartung asked if eventually the police and sheriff units would be hooked up. He said fire might be able to be the first responder, but if it was a situation that had to be cleared first by the Sheriff's Office or one of the police departments, it would be important to know where those resources were at any given time. Chief Moore replied a dispatcher would also be able to see law enforcement. He said many communities equipped law enforcement with an automatic heart defibrillator because they often arrived ahead of fire. He said a fully integrated dispatch operation would solve not knowing where resources were, especially during instances when a fire was three blocks away from a fire truck sitting in its station. Commissioner Hartung said he hoped it would involve saying there was an emergency three blocks away regardless of what the emergency entailed. Chief Moore stated he believed SB 185 set a minimum level of cooperation between the fire agencies and contained nothing that would restrict the jurisdictions from taking it one step further so there would be automatic aid across the board for any sort of emergency that needed an immediate response from whatever agency. Chair Berkgigler believed the intent of SB 185 was to get the communities talking to each other on how to best serve its citizens, and hopefully this would be step one.

Chief Moore said the moisture level in the tall timbers was very dangerous and the District's fear was about a fire getting into the tall timbers and crowning. He stated one projection indicated the potential was for 1,000 hours of fuel to be incinerated in 4 hours due to the very dry conditions. He said he was not as concerned about the Sagebrush and the grass fires, because there were always some of those types of fires during the summer. He stated a huge amount of caution needed to be exercised with respect to the 1,000-hour fuels. He said last year's Hunter Creek fire would be a different fire if it happened this year, because it would be a lot more severe. He stated the Truckee River watershed basin was 15 percent of normal and the water in Lake Tahoe was three feet below its natural rim and was expected to drop to about six feet. He said the District would do its part to conserve water by restricting any training that would require flowing water; it would test its fire hydrants, but not flush them; and would look at all of the fire stations' irrigation systems.

Commissioner Lucey said he lived near Reno's Fire Station 12, and he saw them washing off the back aprons with the brush tender's water. He asked if there were any water restrictions in place due to the drought. Chief Moore said he had been talking about conserving water at the staff level. He stated the fire trucks would not be washed as often unless the vehicle had been out on a brush fire and was exceptionally dirty. He stated in that case it would be washed due to dirt being abrasive. He said conserving water in the facilities was also being looked at.

Chief Moore said minor issues were corrected with the Type 3 Engines after they were delivered, and they should be in service by the end of May; and the last Type 1 Engine would be delivered in about three months. He stated he was proud of what was done to upgrade the District's emergency vehicles during the last few years.

Chief Moore said there was a meeting of the Regional Fire Chiefs at Lake Tahoe, and a busy fire season was expected and there was a discussion on limiting mutual aid requests. He stated if the area received some monsoonal moisture, the stance of limiting mutual aid to the District's regional partners could be relaxed somewhat. He said when a call went out, the response would occur within 30 minutes in an attempt to keep the fire small.

Chair Berkbighler said Incline Village would be conducting a program on how the citizens in a specific senior community would egress in the event of a fire, and she asked if the District would be participating. Chief Moore said he would be talking with the new homeowners in Montrose at the end of April, and he asked to get on an agenda for the Galena Forest Homeowners Association because he was very worried about that area's fuels. He said regarding community wide evacuations, people should sign up for Code Red, which was the best way to get the word out to an area's citizens that it was time to leave. Chair Berkbighler asked if the citizens would be given an evacuation plan. Chief Moore said Galena had only one way out. He stated an evacuation needed to be coordinated so it did not conflict with the incoming fire trucks. He said it was necessary to understand where the fire was burning and where it was heading to determine who needed to be evacuated. He said the National Weather Service was a partner in understanding that issue. He stated the strategy was to get enough resources surrounding the fire and then work inward to suppress it. He said once the fire crews had control of the perimeter of a wildfire, they could breathe easier. He stated wind was the one thing they could not control and no amount of mutual aid would allow surrounding a wind-driven fire quickly enough to contain it. He said during a wind event, fire personnel had to get downstream of where the fire would be in 30 to 45 minutes and start setting up there. He stated it had been proven time and time again that defensible space would increase a home's survivability.

Chief Moore said a Wildfire Awareness seminar would be hosted by the Cooperative Extension of the University of Nevada, Reno on May 2nd for the West Washoe Valley residents, which was held last year for the residents of Arrowcreek. Amy Ray, Fire Marshal, discussed other upcoming events.

Chief Moore said community preparedness would pay dividends this summer. He stated the National Weather Service warned of wind events during May and June, but they would not be as severe as those typically seen in July.

Chief Moore said the District's staff was involved in three cardiac arrests that had successful outcomes, and he was very proud of them. He believed that validated the District's strategy of having the advanced life support (ALS) program in place when it was stood up.

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

15-0052F AGENDA ITEM 6

Agenda Subject: "Approval of a two year Interlocal Contract between Truckee Meadows Fire Protection District and the State of Nevada acting by and through the Nevada Division of Forestry Department of Conservation and Natural Resources in the amount of \$180,000 per fiscal year, not to exceed \$360,000 for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents."

Fire Chief Charles Moore said this Interlocal Contract worked much like an insurance program. He stated if there was a major wildfire and the costs kept climbing, the Nevada Division of Forestry (NDF) would pay any extraordinary costs. He urged the Commission to ratify the Interlocal Contract.

Commissioner Hartung asked if it was the same amount as last year. Chief Moore said the Interlocal Contract included the Sierra Fire Protection District and the Truckee Meadows Fire Protection District, and he believed it was for the same amount as last year. Commissioner Hartung stated it was not an unreasonable figure. Chief Moore said \$180,000 could be spent in about 15 minutes.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 6 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

15-0053F AGENDA ITEM 7

Agenda Subject: "Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, and objectives."

Fire Chief Charles Moore said last year he provided a list of what was accomplished and what the District's needs were for the following year. Commissioner

Hartung requested information on whether the goals set last year were met and whether the District stayed inside of its budgetary constraints. Chief Moore said he could do it now or next month, but he needed to know what items the Board wanted him to work on for the next year. Chair Berkgigler suggested the Chief provide a brief synopsis of the goals that were met, after which the Commissioners could provide him with what they would like him to do during the next year.

Chief Moore said the memo attached to the staff report outlined a number of his accomplishments. He believed what the Board felt was important for next year was to complete the merger of the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD). He said a lot of steps had been taken with respect to the Legislature because a law was needed to allow the Board to dissolve the SFPD, would increase the Emergency Fire Fund from \$1million to \$1.5 million, and would ensure any SFPD tax abatements were left intact as the TMFPD came in over the SFPD. He said once the Board approved the dissolution, staff would have to work with the Assessor's and the Treasurer's Offices to put everything in place by Fiscal Year 2016-17 with respect to the tax billings. He advised this should be the last year there would be separate budgets for the TMFPD and the SPFD.

Chief Moore said there was a need to consolidate the volunteer departments due to the difficulty in managing nine departments. He stated the training program also needed to be reenergized, which was a very high priority. He said with respect, the way the volunteers did business for the last 40 years he did not see as a good model to use going forward. He understood change was difficult, but it was necessary for managing risk, organizational efficiency, and many of the things he outlined during previous presentations. He said he would be presenting the full plan to the Board next month, and he believed building up the volunteers would take about two years.

Chief Moore said work on automatic aid was well under way and, once SB 185 was passed, the Fire Chiefs would work out a plan and figure out how CAD would make that work.

Chief Moore said there were some glaring facility needs. He advised the logistics warehouse needed a new roof, because the existing roof contained asbestos, and it was not seismically up to date. He stated an analysis indicated it did not make sense to spend money on the facility and a new location needed to be found for the logistics warehouse. He said staff was doing an analysis of the options, which he should be able to bring to the Board in a couple of months. He stated relocating Station 14 was a high priority and the Hidden Valley Station needed an extension to its truck bay because only one of the fleet's engines fit. He said Station 39 needed an additional bathroom due to the increasing gender diversity of the workforce, along with some exterior upgrades.

Chief Moore stated because the District's operations to respond to I-80 calls would be co-located with Storey County, he spoke to some of the Commissioners about the Reno Industrial Park's developer wanting to fund the rolling stock needed now instead of building that station in the future. He said doing that would add the rolling

stock to the District's fleet at no additional cost to the taxpayers. Commissioner Hartung asked if the rolling stock would cost the same as the station. Chief Moore said it would be close. Commissioner Hartung said he understood the need for rolling stock, but his concern was about the life expectancy of the rolling stock versus a station. Chief Moore said the life expectancy of a ladder truck and a heavy rescue was about 15 plus years, because they were not used on a daily basis, and a station could last 30 to 50 years depending on the materials used to build it. Commissioner Hartung said the rolling stock was a relatively short-term investment compared to a piece of property, which would be an asset owned by the District that would continue to escalate in value. Chief Moore said he saw a need for that station in 10 to 15 years, and he would propose leaving the option open of building the station if needed. He advised the rolling stock was needed now and would be an investment of \$2 million or more. Commissioner Hartung requested an analysis of the cost to purchase the equipment with the inflationary rate versus a hard location. He also wanted to know if there would be any flexibility regarding locating the station, because he thought that station could be built anywhere up and down the I-80 corridor. Chief Moore explained there was a specific site earmarked for the station at the entrance to the Reno Industrial Park.

Chief Moore reviewed items 6 through 9 and item 11 listed in his memo to the Board attached to the staff report. He said Item 10 was about amending the TMFPD and Washoe County agreement, because it was felt there were a number of ways the District could be more efficient with respect to expenditures, especially fleet maintenance, by having the ability to use outside contractors. He stated staff would like to bring forward a purchasing policy unique to the District. Commissioner Jung said she would like to see an evaluation of the top three things the District was paying back to the General Fund under the County wide cost allocation plan (COWCAP) to see if the District would be better off if it had its own attorney or mechanic.

Commissioner Jung requested a 360-evaluation be done for the Chief based on a list of 15 people the Chief and Chair agreed would provide good feedback on the Chief's performance. Chief Moore said he would be happy to do that as long as people would attach their name to their comments. Commissioner Jung advised the evaluations were always anonymous. She said she wanted feedback on the Chief's strengths and difficulties, because she certainly was not a fire expert. She stated she would not set him up for failure, and she, the Chief, and the Chair could sit down to figure out who those people would be. Chair Berkgigler said a 360-evaluation was a pretty standard protocol for evaluating department heads. She felt it would be beneficial to the Chief, because she had gone through them herself and found them to be very beneficial.

In response to the call for public comment, Cliff Low said if the District did a State of the District message, it would indicate the District was strong and getting stronger. He stated for anyone to say the District provided inferior service would be someone who did not have all of the information, especially if they stated it was inferior due to the flexible staffing the District used to match its resources to the types of calls it dealt with. He said Chief Moore was a good man and was doing a fine job in less than

ideal circumstances. He felt if the Chief's performance was satisfactory, the Board should look at his compensation to make sure it was in line with what it should be.

Thomas Daley said the Chief left off one accomplishment, which was fuel reduction. He thanked the Chief and his staff for getting the Estates at Mt. Rose five fuel reduction grants over the last eight years. He said in some cases the District administered the grants and in some cases they also did the work. He stated they were as safe as any community in Washoe County and was the only community with a community-wide protection plan for reducing wildfires. He said there was another grant pending, which they hoped to have by the fall.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Chief Moore's evaluation be postponed to allow extra time for a 360-degree survey to be conducted by a mutually-agreed upon group of people, to provide information as discussed regarding the COWCAP expenditures to see if there might be a more advantageous way for the District to have those duties performed, and about the Chief's proposed priorities and expectations. She said regarding the Chief's salary, no staff time should be used to do the pay evaluation. She stated budget oversight was number one in terms of how people were paid throughout the region, as well as how many employees they had.

15-0054F AGENDA ITEM 8

Agenda Subject: "Discussion and possible action to create a position in concept (based upon the draft job specification attached) titled Fire Officer in Charge of Strategic and Volunteer Services and if approved, authorize staff to perform a risk analysis, ADA assessment and submit to NV PERS for evaluation."

Chief Moore discussed Captain Bill Winchester's situation. He said it was believed Captain Winchester's knowledge and experience could be leveraged in some way other than by his being a Fire Captain. He stated the Board was being asked to consider the concept of the Fire Officer in Charge of Strategic and Volunteer Services position. He said if the position was approved, the next step would be to do a risk analysis based on what the American's with Disabilities Act (ADA) modifications would be needed in the workplace. He stated it was important to Captain Winchester that he be able to stay within the Fire/Police Public Employees' Retirement System (PERS). He said Captain Winchester would manage the volunteer program along with performing the other duties shown in the draft Class Specification attached to the staff report. Chair Berkbighler believed this was the right step to take, because she felt strongly the gentleman still had a lot to offer the County. She thanked Chief Moore for bringing this forward and Commissioner Jung for working with Captain Winchester on this.

Commissioner Lucey said he wanted to run this through the Police/Fire PERS to make sure there would be no issues going forward. He said Captain Winchester was and continued to be an amazing asset for the District, and we need to make sure we did whatever we could to help him continue his career with the District. Chief Moore said

Nevada PERS had its own evaluation process and would make that decision, which would be the next step if this recommendation was approved.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 8 be approved and authorized. She requested staff to be mindful of the PERS calendar that we were working under and she wanted this expedited.

15-0055F AGENDA ITEM 9

Agenda Subject: "Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget for Fiscal Year 2015-16 and direct staff to return at the Final Budget Hearing set for May 18, 2015."

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

Vicki Van Buren, Chief Fiscal Officer, said the final budget for Fiscal Year 2015-16 would be brought before the Board on May 18, 2015. She conducted the first part of a PowerPoint presentation highlighting the District's financial overview, which included revenues and expenditures. While reviewing the District's revenues, Ms. Van Buren noted the \$24,920,655 included a payment from the Sierra Fire Protection District (SFPD) of approximately \$6.6 million to pay for operations per the Interlocal Agreement. She said the District's property tax rate was \$.54 per \$100 of assessed property value, which would amount to approximately \$10.9 million for Fiscal Year 2016. She stated that amount was around \$700,000 or about 7 percent less than what was collected in Fiscal Year 2009-10. She noted even with the tax rate increase, property owners were paying 7 percent less due to the property's lower assessed values. She said the expenditures included the full cost of the engine companies with paramedics, keeping all of the stations open, a new Fire Prevention Specialist position, and several programs. She stated there was a one-time \$4 million transfer to the Capital Projects Fund to fund the District's Capital Improvement Program for 2016, which came from a onetime budget savings and the normal ongoing funding done each year. She explained the purpose of the General Fund Balance, which was at 25 percent of the expenditures or approximately \$5.9 million. She said the General Fund was sustainable in the short and long term, and she discussed the District's other funds. She stated the District's tentative budget for Fiscal Year 2015-16 was financially sustainable in the short and long term.

Chief Moore said regarding the service levels slide, all of the District's stations were staffed fulltime, were paramedic capable, and no station had been browned out in the last three years. He said the Blue Ribbon Task Force suggested looking at the peak activity, and the District considered its peak activity resources to be its volunteers. He stated the National Weather Service gave the District 24-hours' notice to mobilize the volunteers based on projected thunderstorm activity, which provided the District with

added depth in its resources. He advised the emergency-vehicle fleet was upgraded and was now substantially more reliable. He said the Level 3 Insurance Services Office (ISO) rating was a substantial improvement from the Level 5 rating the District had when it was under the Interlocal Agreement with the City of Reno. He advised the lower the number, which ranged from 1-10, the better the rating. He believed it was a mistake to assume the city level of fire service should be applicable to the County with its rural and suburban densities, which was different than downtown Reno where there was a concentration of risk and should have a concentration of resources. He said the City of Reno was rated as a Level 2 and the County was a Level 3, which accounted for a de minimis amount in an insurance premium; but going from a Level 5 to a Level 3 saved the Board's constituents quite a bit of money. He said during the last ISO audit, the District got credit for hauled water, which meant the water tenders were equivalent to a fire hydrant. He said not every insurance company used the ISO ratings, but this was a significant improvement and lowered the amount of money the Board's constituents paid for fire insurance.

Fire Marshal Amy Ray reviewed the slide highlighting the District's prevention and community outreach programs. She said a fee structure would be brought forward to cover the plan review services done by the District's Prevention Division.

Chief Moore reviewed the personnel and the 2014 incidents slides. He said structure fires requiring two in and two out totaled only 17 calls. He stated staffing the station with four firefighters would require spending 33 percent more to cover 17 calls, which he felt was not a good business strategy. He said if there was a fire that called for two in and two out, the operation could be started with three firefighters, and he discussed an incident in Hidden Valley. He stated he was proud of the District's value to fire loss rate.

Commissioner Hartung noted the total percentage on the 2014 Incidents slide only came to about 75 percent, and he asked what was excluded. Chief Moore said false alarms, auto accidents with no injuries, and natural gas leaks were excluded. He said the 7,933 total responses counted each response as one incident no matter how many vehicles were involved.

Chief Moore reviewed the 2014 Capital Program Facilities slide, and noted two of the District's water tenders were being replaced. A copy of the presentation was placed on file with the Clerk.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 9 be approved.

15-0056F AGENDA ITEM 10

Agenda Subject: “Discussion and action on the Sierra Fire Protection District Tentative Budget for Fiscal Year 2015-16 and direct staff to return at the Final Budget Hearing set for May 18, 2015.”

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

Vicki Van Buren, Chief Fiscal Officer, said the final budget for Fiscal Year 2015-16 would be brought to the Board on May 18, 2015. She said the SFPD’s finances had stabilized and the District was financially sound. She stated the District’s tax rate was \$.54 per \$100 of assessed value. She advised the total General Fund revenues were budgeted at approximately \$7 million and the expenditures were budgeted at \$7.5 million, which left an estimated fund balance of about \$1.2 million or 17 percent of the expenditures. She said the expenditures included a onetime capital expenditure of \$500,000 for the building improvements at Station 39 and the payment to the Truckee Meadows Fire Protection District of approximately \$6.7 million. She said the SFPD paid for its own annual audits, property and liability insurance, independent contractors, Wildland Fire Emergency Fund, and capital expenditures.

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 10 be approved.

15-0057F AGENDA ITEM 11

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.

15-0058F AGENDA ITEM 12

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).”

Chief Moore said there would be the possible consideration of a ballot question regarding regional or consolidated fire on next month’s agenda.

15-0059F AGENDA ITEM 13

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."

John Howitt said he favored reasonable compensation for government employees, but a line needed to be drawn. He stated he sent Commissioner Lucey several e-mails and left messages requesting a meeting about the Reno-Tahoe Airport Authority, which suffered some of the worst gorging by public officials. He said the purpose of the meeting was to share important information about the Reno-Tahoe Airport Authority to help the Board select the new Trustee. He stated good government did not just happen and there must be trust between elected officials and their constituents, and that trust was achieved through talking and sharing ideas.

Cathy Brandhorst spoke about issues of concern to herself.

Sam Dehne said he was proud of the District's personnel and he supported the volunteers and the budget.

* * * * *

10:39 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

9:00 a.m.

MAY 19, 2015

PRESENT:

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

Nancy Parent, County Clerk
David Watts-Vial, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 9:08 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:

15-0068F AGENDA ITEM 3

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.”

Fire Chief Richard Boykin, Cold Springs Volunteer Fire Department, spoke about the majority of the volunteers’ having issues with the Transition Plan being considered by the Board in Agenda Item 6. He said they requested the Plan’s adoption be delayed until the volunteers had the opportunity to provide input to the Plan. A copy of his comments was placed on file with the Clerk.

Debbie Sheltra said she was speaking about SB 185 and the City of Reno’s Mayor stating the City only wanted to consider consolidation due to automatic aid being a band-aid approach. She requested the Board not talk with the City of Reno until the City’s fire service had a dedicated funding source like the Truckee Meadows Fire Protection District (TMFPD) had. She said the Interlocal Contract for fire services with the City of Reno had not worked before and there was no reason to assume it would work now. She said if the City of Reno was serious about working in the best interests of the citizens, they should agree to a two-year period of automatic aid with the TMFPD. A copy of Ms. Sheltra’s comments and an e-mail from Jane Countryman to Commissioner Lucey were placed on file with the Clerk.

Agenda Item #4A

MAY 19, 2015

PAGE 1

Nancy Parent, County Clerk, read an e-mail from Dorothy Ramsdell into the record regarding automatic aid.

CONSENT AGENDA – ITEMS 4A THROUGH 4C

15-0069F AGENDA ITEM 4A

Agenda Subject: “Approval of minutes from Board of Fire Commissioners meeting February 24, 2015 and March 24, 2015.”

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 4A be approved.

15-0070F AGENDA ITEM 4B

Agenda 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.”

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 4B be approved.

15-0071F AGENDA ITEM 4C

Agenda Subject: “Discussion and possible adoption of a resolution authorizing overtime and portal to portal pay for Truckee Meadows Fire Protection District employees.”

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 4C be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

15-0072F AGENDA ITEM 5

Agenda Subject: “Fire Chief Report: A) Report and discussion related to fire district operations, B) Career Statistics’ and Report for April 2015, and C) Volunteer Statistics’ and Report for April 2015.”

Fire Chief Charles Moore advised the only structure fire in the last 2.5 months caused no major damage to a shed in Sun Valley. He stated he was proud of the citizens for being extra cautious and safe.

Commissioner Herman felt additional time was needed for the volunteers to get some communications going. Chair Berkgigler believed Commissioner Herman was talking about Agenda Item 6, because Agenda Item 4C was just the statistics for the volunteers.

Commissioner Hartung commented the District's staff was doing a great job, because he had been getting nothing but positive feedback from the community. He said the lack of structure fires was not due to anything we had done, other than making people aware of possible dangers and passing out smoke detectors. Chief Moore noted the volunteers assisted in distributing the smoke detectors.

Commissioner Herman said Chief Moore deserved a raise. She stated she hoped the Chief stayed here for a long time, because he was doing a beautiful job.

There was no public comment on this item.

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

15-0073F AGENDA ITEM 6

Agenda Subject: "Discussion and possible approval of a transition plan for Volunteer Fire Services and direct the Fire Chief to implement the plan."

Fire Chief Charles Moore said he articulated the reasons in January 2015 regarding why the present structure of the volunteer force was not optimal. He advised he supported the volunteer service and wanted it to continue, but he wanted to see it become affective. He said over the last three years, he had been able to analyze the volunteers' performance and response. He said the Transition Plan came out of having eight autonomous volunteer agencies within the District each with their own Chief. He found the most substantial problem was how training was delivered and documented. He stated if there was an accident involving a volunteer, the Occupational Safety and Health Administration (OSHA) would request to see the training records for that person, which he would not be able to provide because he did not have them.

Chief Moore stated another issue was all of the volunteer departments wanted to be all risk, but the ability of the District's staff to deliver training to new members was more than they could do. He said structure fires required 260 hours of training, along with the ongoing training needed to keep their skill level fresh, while only one half of one percent of the District's calls were for structure fires. He felt now that the career side was up and running and provided a very well-oiled response, often the fires

were extinguished prior to the volunteers getting to their station. He stated their opportunities to get to a structure fire were few. He said the volunteers wanted to participate, but the District needed them to participate in a way that supplemented the career side and would actually provide some benefit. He said the strategy should be for the volunteers not to do all risk, but to provide support. He stated the need was for them to be wildland firefighters, which did not involve a big learning curve, along with them being emergency medical service (EMS) responders. He said they could fight structure fires if adequately trained, because he would not put any volunteer in harms way. He said what was needed was for the volunteers to provide support on structure fires and not to be combat firefighters on the end of a nozzle.

Chief Moore said communications were another issue, because he was not sure the messages to the Chiefs were being filtered down into the ranks. He stated there needed to be an understanding that about \$800,000 per year was being spent on the volunteer program, and the deployment analysis needed to look at what stations needed to do what.

Chief Moore felt the appropriate strategy for the volunteers was they needed to protect the rural fringe, provide some measure of backup to the career side, and provide backup during peak activity. He agreed some changes need to be made to narrow the volunteers' mission to make it more specific. He said a lot of time was being spent trying to determine if the volunteers were in compliance regarding their training. He advised getting the volunteers up to the standards for physicals required by the Nevada Revised Statutes (NRS) took a year, and it would be a lot more efficient to centralize the management of the volunteers.

Chief Moore said he met with each individual volunteer agency to explain what needed to be done and, if anyone said that had not been done, it was not true. He stated he met with the Chiefs on a monthly basis to try and explain his concerns and to listen to their concerns, but not enough progress was made in the last 2.5 years to resolve the issues. He said he and a consultant from ESCI looked at the specific issues and he met with Legal Counsel, Risk Management, Human Resources, and departments that had a lot to say about how the risk was managed.

Commissioner Jung felt this item should either be sped up or continued due to all of the people waiting for the Proclamations. She said the last time this was done, the people had to wait two hours to receive their Proclamations. Chair Berkbigger felt the staff report was very clear. She said she did not see anything in the major elements of reform that dictated exactly what would be done, and she felt this was the planning stage for moving forward. Chief Moore advised specific steps needed to be taken to get this done. Commissioner Jung said this was direction given to the Chief when he first came on board. She stated she had known for seven years that the training delivery and documentation did not exist and communications were not part of the volunteer packet. She said the Board did not want to put volunteers out fighting fires if they were not capable of assisting the District's career firefighters, because that put both the volunteers and the career firefighters at risk. She stated it needed to be recognized

what the volunteers' assets were, and she felt there should be no further delay on implementing this. She agreed there should be some input from the volunteers, but ultimately he was the Chief and he needed to be the one to say where they could be used. She said in the unincorporated areas, the Chief had flexibility in staffing, which should be true for the volunteers also. Commissioner Hartung said he concurred, because it would reduce the liability and risk to the District and increase the volunteers' skills. He said any of the volunteers who were serious would be thrilled to do this, because the training could lead to a career spot when there was an opening. He stated no blindsiding was done, but this was something that had been discussed and discussed. He said the District had liabilities and had to cover itself.

Commissioner Herman said she would be happy to work with the Chief anytime to help mend fences. She stated it looked like a good program, but she wanted to make sure it was right for everybody.

In response to the call for public comment, John Howe, Silver Lake Volunteer Fire Department, spoke about the volunteers' past relationship with the District, the changes to the dispatch procedures, and the legal ownership of the vehicles and stations. He said the Plan should be adopted only after more extensive examination by the District and the Volunteer Firefighters Association in a transparent process. A copy of his comments was placed on file with the Clerk.

Kim Toulouse said he had been supportive of doing changes to the volunteer program for a very long time, and the Transition Plan was a needed step the process. He reviewed the details he felt were lacking in the Plan, which were outlined in a copy of his comments placed on file with the Clerk. He said he supported the Transition Plan, but felt it needed to be tweaked a little. He stated many firefighters' careers got started by being a volunteer. A copy of a memo from Mr. Toulouse to Chief Moore regarding the Transition Plan was placed on file with the Clerk.

Chief Steven Reich, Verdi Volunteer Fire Department, said he supported Chief Moore, the TMFPD, and the Transition Plan.

Commissioner Jung said a deployment timeline should be identified as the Transition Plan moved forward. She mentioned the position the Board approved for Captain Winchester was for the District's Volunteer Coordinator and the Public Information Officer.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 6 be approved and the Fire Chief be directed to implement the Transition Plan.

15-0074F AGENDA ITEM 7

Agenda 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.”

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 7 be approved, authorized, and executed.

15-0075F AGENDA ITEM 8

Agenda 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.”

Chair Berkbigler said there was a request from the City of Reno to hold a concurrent meeting to discuss the potential for a fire merger between the City of Reno and the Truckee Meadows Fire Protection District (TMFPD). She stated the City of Reno had a meeting where they outlined the details of their proposal, and she wanted to go into the meeting with a similar document. She asked if the Commissioners had any ideas regarding items to be addressed before moving forward with any serious discussion about a merger.

Commissioner Herman stated the Blue Ribbon Committee recommended waiting until an automatic aid agreement was worked out, see if it worked, and then go forward. Chair Berkbigler said she was supportive of the study, but the City of Reno asked to meet with the Commission to discuss the issues; and she felt it was incumbent on the Commission to do so, which was why she was encouraging holding the meeting.

Commissioner Hartung said he would like to see a staff report from the City of Reno showing what their proposals were. He stated he would like to see an automatic aid agreement first rather than jumping straight into a full-fledged merger. He noted SB 185 only outlined assistance with fire, but he felt the District was more valuable with respect to the emergency medical services (EMS). He stated he would like to see what the City of Reno proposed in writing, which gave him the opportunity to digest and understand the proposal and then write down his thoughts so they could be incorporated into a report along with the other Commissioners’ thoughts. He said after that was done would be the time to have a meeting. He stated he was a little reticent to have the meeting without understanding the full scope of the City of Reno’s proposal. Commissioner Lucey said he agreed with Commissioner Hartung that the conversation should be about automatic aid, which had been a constant theme in regards to the constituents he spoke with.

Commissioner Jung said she wanted to ensure either entity would be subsidizing the other. She stated there would have to be a dedicated revenue source, which could either be a tax or a percentage that both entities determined would be the

proper amount to fund their part of the fire services for this region. She felt there should be regional oversight, which might include another elected Board that would have equal representation for the jurisdictions. She said there should only be one Chief and should include all of the fire agencies in the area, which was the best practice and was much safer in terms of communication and coordination. She stated there also needed to be flexibility in staffing outside of the densely populated areas, which would be based on the collected data and the probabilities of certain things happening. She felt in the densely populated urban areas, it should never change from being a four-person crew. She stated it was critical to discuss those things and to go into the meeting speaking with one voice.

Chair Berkbigler said those were the items on her list. She noted Agenda Item 6 indicated the City of Sparks would be at the meeting, which she was not sure would happen because of the bill moving through the Legislature.

Commissioner Jung said one of the areas of conflict was when the City of Reno annexed an area that was part of the District, the County lost that tax base but the City of Reno did not put in any more money in with which to respond to any need in that annexed area. She said there needed to be a conversation on making annexation equitable for everybody. She stated that was not just about fire, but had to do with water, sewer, and so on.

Commissioner Hartung stated he would like time to digest what the proposals were and to give them some thought, because once burned twice shy. Chair Berkbigler said she had no intention to rush this, and the meeting on May 26th would be a preliminary discussion. She said the TMFPD was an excellent fire department and the Chief was doing a superb job. She stated automatic aid would be an additional benefit to the County and the Cities, and would certainly be a step in the right direction. She said the Blue Ribbon study indicated one regional fire department would be the best way to save taxpayer dollars at some point. She agreed she wanted to see Reno's proposal first, but she had no control over that.

Commissioner Jung said she did not believe this was being rushed, because she had been dealing with this issue for eight years. She stated this was a new Board and the City of Reno had a new Council. She felt we should remove the ego component and think about what would be best for public safety as a region, which started with automatic aid. She said if there was any way to entice the City of Reno to do automatic aid, she supported moving forward with what Reno requested.

Commissioner Hartung said since this also had to do with the County as a whole, should John Slaughter, County Manager, be a part of the conversation. Chair Berkbigler stated he was a part of the conversation.

Chair Berkbigler asked if staff had enough direction. Fire Chief Charles Moore said he could work with the County Manager. He asked if the Board was requesting he do a staff report. Chair Berkbigler said they were requesting a staff report

that outlined the items just identified, which could be used for discussion purposes at the meeting.

In response to the call for public comment, Thomas Daly stated he supported having a meeting with the City of Reno regarding this issue, but not on May 26th. He said the Senate would vote on SB 185 in 90 minutes, but the Assembly would not vote on the bill before May 26th. He said the Labor agreement had not been made public, and he asked if it contained the exclusive right to serve clause as the existing contract did. He said it had to be determined how the exclusive right to serve would affect any potential agreement, whether it was for automatic aid or a merger. He said the City of Reno versus the TMFPD lawsuit was before the Judge and the Board should know what the ruling was before holding a meeting, because it would be a potential \$600,000 hit if the District lost.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that staff be directed to prepare a staff report outlining the items previously discussed for the concurrent meeting on May 26, 2015.

15-0076F AGENDA ITEM 9

Agenda 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."

Commissioner Hartung asked if this agenda item would allow the Board to take action on Fire Chief Charles Moore's compensation. David Watts-Vial, Legal Counsel, replied it did not.

Commissioner Jung thanked the Chief for the list of possible evaluators. She suggested adding a Volunteer Fire Chief, someone who would be the most fair and balanced; a line firefighter; and Maureen O'Brien to the list. Commissioner Lucey suggested adding someone representing the Regional Emergency Medical Services Authority (REMSA) and Kim Toulouse.

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 the list of evaluators be approved with the inclusions of the names suggested by Commissioner Jung and Commissioner Lucey. It was further ordered that staff be directed to develop a survey and distribute the survey to the evaluators and that the organizational chart requested by Vice Chair Jung be accepted.

PUBLIC HEARING

15-0077F AGENDA ITEM 10

Agenda 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 was not heard because the Truckee Meadows Fire Protection District Budget was adopted on May 25, 2015.

15-0078F AGENDA ITEM 11

Agenda 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 was not heard because the Sierra Fire Protection District Budget was adopted on May 25, 2015.

15-0079F AGENDA ITEM 12

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).”

Chief Moore said SB 185 was under consideration by the Senate this morning.

Commissioner Herman suggested Chief Moore should decide how long he needed for Truckee Meadows Fire Protection District (TMFPD) meetings, because it was important business that should not be rushed.

15-0080F AGENDA ITEM 13

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.”

Sam Dehne spoke about his background and what he did for the community.

* * * * *

10:13 a.m. There being no further business to come before the Board, on motion by Commissioner Lucey, seconded by Commissioner Hartung, 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:
Jan Frazzetta, Deputy County Clerk*



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: June 16, 2015

CM/ACM

Finance

Legal

Risk Mgt.

HR

DATE: June 1, 2015
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@washoecounty.us
SUBJECT: Approval of a Cooperative Agreement between the Truckee Meadows Fire Protection District and the Reno Sparks Indian Colony. (All Commission Districts)

SUMMARY

This staff report seeks approval of a Cooperative Agreement between the Truckee Meadows Fire Protection District (TMFPD) and the Reno Sparks Indian Colony (RSIC).

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

Strategic Outcome supported by this item: *Improve Fire Safety*

PREVIOUS ACTION

June 28, 2011 – The BOFCs directed staff to prepare a Notice of Termination of the Interlocal Agreement for Fire Services and Consolidation dated July 1, 2004, to the City of Reno and direct staff to return to the Board, no later than August 9, 2011, with a transition plan.

August 9, 2011 – The BOFCs directed staff to initiate implementation of the Strategic Transition Plan which included a tasks related to developing and having in place by July 1, 2012 automatic/mutual aid agreements with our regional cooperators.

June 26, 2012 – The Board of Fire Commissioners (BOFC) approved a 3 year Cooperative Agreement between RSIC and TMFPD and has subsequently approved corresponding Annual Operating Plans.

BACKGROUND

Staff has with the cooperation of our regional partner, the Reno Sparks Indian Colony, updated the necessary agreements to provide for a seamless transition of automatic and mutual aid.

Approval of the Cooperative Agreement 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 approved 2015/16 budget.

RECOMMENDATION

Staff recommends that the Board approve a Cooperative Agreement between the Truckee Meadows Fire Protection and the Reno Sparks Indian Colony.

POSSIBLE MOTION

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

"I move to approve a Cooperative Agreement between the Truckee Meadows Fire Protection and the Reno Sparks Indian Colony."

COOPERATIVE AGREEMENT

BETWEEN

**THE RENO-SPARKS INDIAN
COLONY**

AND

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

COOPERATIVE AGREEMENT FOR MUTUAL AID

This Agreement is made and entered into this ____ day of _____, 2015, by and between the Reno-Sparks Indian Colony, a tribal government organized under Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. § 476 (hereinafter "RSIC"), and the Truckee Meadows Fire Protection District, on behalf of itself and the Sierra Fire Protection District, which has consolidated into the former for operation purposes (hereinafter collectively referred to as the "District").

WITNESSETH

WHEREAS, the governing body of RSIC is the Reno-Sparks Tribal Council ("Tribal Council"), established pursuant to Article III, Section 1, of the *Constitution and Bylaws of the Reno-Sparks Indian Colony*, January 7, 1936, as amended, and which Tribal Council provides certain fire and emergency response within its lands, and is authorized to enter into contracts and agreements for the provision of additional services to its residents and property; and

WHEREAS, the District provides fire and emergency response to the territories of both the Truckee Meadows and the Sierra Fire Protection Districts, and is authorized by NRS 277.180 to contract with other public agencies for the joint and cooperative use of fire-fighting resources for the protection of property and the prevention and suppression of fire; and

WHEREAS, the Bureau of Indian Affairs is responsible for wildland fire protection on tribal lands and delegates those duties to the Bureau of Land Management; and

WHEREAS, the mutual assistance of the parties in providing fire prevention and suppression services is deemed to be of benefit to all parties; and

WHEREAS, the parties desire to set forth the terms and conditions under which mutual assistance is to be provided under this Agreement and its integrated attachments of Schedule A

(Billing Schedule) and Schedule B (Automatic Mutual Aid Areas, Maps and Structure Inventory).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties do hereby agree based upon the foregoing recitals that are incorporated by this reference as follows:

1. RSIC authorizes, pursuant to this Agreement and attached schedules, which are incorporated into this Agreement by reference, the District and its personnel and equipment to enter onto RSIC trust lands as identified in the maps included in Schedule B (hereinafter such land is referred to as “Colony Lands”) and to take and direct emergency action under the following circumstances:

- (a) *Structure fires* – when District aid is requested through established communications for structures involved in or threatened by fire, the District is authorized to respond.
- (b) *EMS Responder support* – when District emergency medical aid is requested through established communications, the District is authorized to respond.
- (c) *Basic Rescue* – when District emergency rescue aid is requested through established communications, the District is authorized to respond.

The District’s authority to take and direct emergency actions on Colony Lands terminates when the emergency is over or the District is relieved of command by the Tribal Chairman or his designee.

2. The RSIC authorizes the District and its personnel and equipment to enter onto Colony lands and assist RSIC’s incident commander in directing emergency operations and

stabilizing a hazardous materials emergency when District aid is requested through established communications.

3. The Tribal Council or its designee is authorized to utilize the District's emergency dispatch center for reporting emergencies and dispatching the District's emergency units and the tribal emergency units. The Tribal Council and the District however recognize that the Bureau of Indian Affairs is responsible for wildland fire protection through the Bureau of Land Management.

4. Upon written request of the Tribal Chairman or his designee, the District shall furnish a written incident report on any incident responded to by the District within ten days of receipt of such request. In the case of a structure fire, the District shall also furnish a cause/origin report if District personnel either conducted or participated in an investigation of the fire's origin pursuant to Paragraph 5 below.

5. Upon written request from the Tribal Chairman or his designee to the Chief of the District or his designee, the District is authorized to conduct fire cause investigations for RSIC. Notwithstanding the provisions of this paragraph, on-scene District and RSIC personnel may, but the District is not required to, gather and preserve evidence pertaining to the origin or cause of a fire during the period of emergency action.

6. Upon written request from the Tribal Chairman or his designee, the District is authorized to conduct training for RSIC for emergency actions under this Agreement in accordance with the terms and costs set forth in Schedule A. RSIC shall agree to adhere to all basic response training requirements consistent with the qualifications outlined in NFPA 1001, NWCG requirements, EMS and HazMat response requirements. Upon receiving a written request from the Tribal Chairman or his designee, the District is also authorized to conduct

training for RSIC employees on fire prevention or to conduct fire code inspections on Colony Lands. Training requirements and costs, including costs for inspections, shall be in accordance with the terms and costs set forth in Schedule A. The goal is to eventually train an RSIC employee or representative so that this person has the training and expertise to conduct fire code inspections and to implement fire prevention programs on Colony Lands. RSIC's goal is to work towards implementing and applying the International Fire Code to new, future structures on Colony Lands and, to the extent practicable, to existing structures.

7. RSIC will provide automatic and mutual aid at no cost to parts of the District's territories identified in the maps included in Schedule B, including that of the Sierra Fire Protection District, upon request by the District and will also make available to the District RSIC's Hungry Valley volunteer fire personnel to assist the District and RSIC with responding to emergencies on Colony Lands depicted in Schedule B. RSIC may also make available other tribal volunteers or fire fighters for other purposes as the parties may agree. All emergency response volunteers will be trained to the Firefighter I level, and in extrication in accordance with District Standards consistent with National Standards. In addition, EMT-B will be encouraged by RSIC. If responding to wildland fires, RSIC volunteers shall be NWCG qualified.

8. Except for automatic and mutual aid emergency services provided by the parties to each other according to the terms of this Agreement, the RSIC shall pay for all other emergency services provided by the District under Paragraph 1 and training and fire code inspection services provided under Paragraph 6 in accordance with the billing schedule attached as Schedule A. Schedule A may be revised, as needed, by the parties. All payments shall be by check payable to "Truckee Meadows Fire Protection District." RSIC shall make an annual

payment for all charges incurred during the calendar year, which shall be due no later than February 25th of the following year, provided that a final invoice from the District stating all annual charges is received by RSIC by January 25th. In limited circumstances, no fee shall be charged to RSIC for emergency services performed by the District under Paragraph 1, or for fire code inspections or fire prevention activities under Paragraph 6, regarding non-tribal businesses located on the Colony Lands where such businesses are taxed by the State of Nevada and/or its local governments at a comparable rate as off-Colony businesses with regard to fire protection services. RSIC agrees to provide the District the documentation needed in a timely manner so that the District can make this determination on such non-tribal businesses, and the District reserves the right to assess a fee for services rendered based on the particular circumstances, which RSIC agrees to pay as provided above.

9. No later than thirty days after this Agreement goes into effect, and annually thereafter, RSIC shall submit a structure inventory in accordance with Schedule B. The structure inventory shall be provided to the District for attachment to Schedule B of this Agreement and shall be part of this Agreement. In the event that new, large commercial facilities are proposed for Colony Lands by RSIC, or if either party at any time has reason to seek or discuss changes, revisions or additions to this Agreement or its schedules, the initiating party shall notify the other party and the two parties shall then discuss and/or negotiate any necessary changes to Schedule B as may be agreed to and approved in writing by the two parties pursuant to Paragraph 12.

10. To the fullest extent of NRS Chapter 41 liability limitations, and for the RSIC as such liability limitations are adopted in Section 1-030-060 of the RSIC Law and Order Code, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and

expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. This Agreement shall become effective upon the date of the last party to sign this Agreement and shall remain in full force and effect until June 30, 2018, unless revoked by either party with or without cause, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice of revocation upon the other party. In the event of such revocation, or if the District has failed to appropriate or budget funds for the purposes specified in this Agreement, or that District has been required, in its sole discretion, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge or sanction.

12. This Agreement constitutes the entire Agreement of the parties and may only be modified by a written amendment ratified by the governing boards of both parties.

13. All notices and communications concerning this Agreement shall be directed as follows:

To the Reno-Sparks Indian Colony

Tribal Chairman
Reno-Sparks Indian Colony
98 Colony Road
Reno, NV 89502

To the District:

Fire Chief
Truckee Meadows Fire Protection District
P.O. Box 11130
Reno NV 89520

14. This Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The parties also consent to jurisdiction in the state courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of this Agreement. The RSIC hereby waives any right to claim exhaustion of tribal court remedies prior to such dispute proceeding to such state court forum. For the limited purpose of enforcement of this Agreement and any disputes that arise out of this Agreement, the RSIC hereby agrees to a limited waiver of sovereign immunity to any action or claim brought by a party to the Agreement. In all other respects, RSIC retains its immunity from suit.

15. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

16. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not a signatory to this Agreement, nor create the status of third party beneficiary for any person or entity.

17. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible.

The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

IN WITNESS WHEREOF, on the dates indicated below, the parties have set their hands with the intent to be bound by the terms and conditions of this Agreement.

RENO-SPARKS INDIAN COLONY:

Arlan D. Melendez
Chairman, Reno-Sparks Indian Colony

Dated: _____

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT:

Marsha Berkgigler, Chair
Board of Fire Commissioners
Truckee Meadows/Sierra Fire Protection District

Dated: _____

ATTEST:

County Clerk Nancy Parent

SCHEDULE A

2015 Annual Billing Rate for the Truckee Meadows Fire Protection District

PERSONNEL AND EQUIPMENT BILLING RATES

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document.

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.

EQUIPMENT 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 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 per day plus .57.5 cents per mile
- Pickup (3/4 ton and 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

40 Hour Rate	Regular	OT	CB OT
Chief	95.84	N/A	N/A
Deputy Fire Chief	96.79	99.04	138.57

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

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
P.O. Box 11130
1001 E. Ninth Street
Reno, NV 89520-0027

CONTACT PERSON AND PHONE NUMBERS

Charles 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

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

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 E. 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., Hidden Valley
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

FREQUENCIES TO BE USED FOR WILDLAND FIRES

<u>RX</u>	<u>TX</u>	<u>TX Tone</u>	<u>USE</u>
158.745	159.390	See below	TM Local
158.880	158.880		TM Tac 1
158.940	158.940		TM Tac 2

REPEATER TONES

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

Response Levels

Medical Emergency and Vehicle Accidents– 1 Engine

Vehicle Accident with Extrication

2 Engines, Chief Officer and Safety Officer

Structure Fire

1st alarm – 1 Engine

2nd Alarm – 2 Engines, 1 Chief Officer, 1 Safety Officer

Wildland Fire

1st alarm – 1 Brush Engine

2nd Alarm –2 Brush Engines, 1 Chief Officer, 1 Safety Officer

Hazmat Incident

1 Engine and 1 Chief Officer

SCHEDULE B

Automatic Mutual Aid Areas, Maps, and Structure Inventory

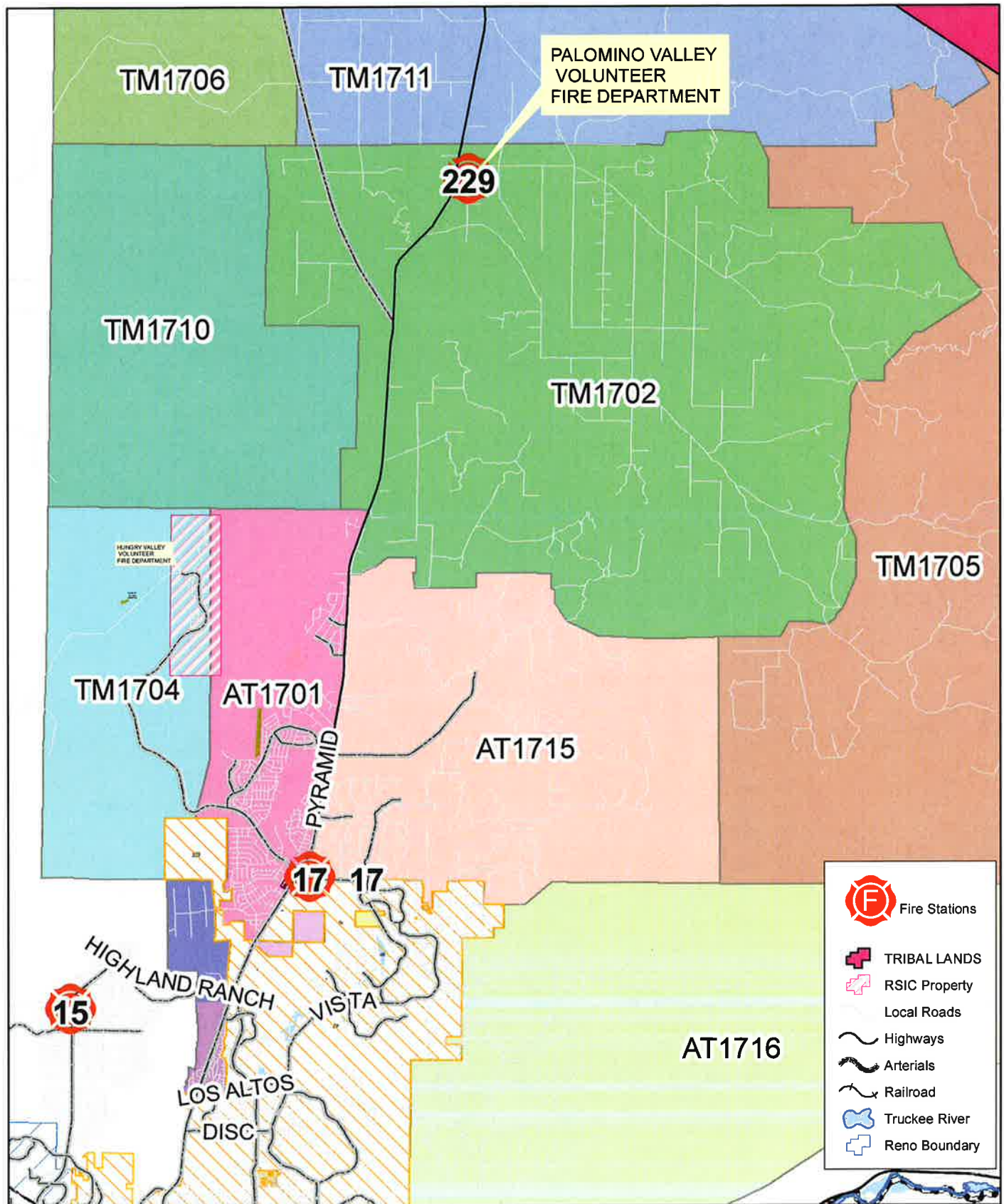
The parties agree to exchange automatic aid in certain areas upon dispatch and as resources permit. In these areas automatic and mutual aid response will be without expectation of reimbursement from either party for the first 24 hour period. In these areas, the District will send a full alarm to all structure fires, brush fires, and hazardous materials incidents. The District will send a single engine response to all medical and vehicle accidents not involving extrication. The District will send a modified response to all vehicle accidents requiring extrication. In return, The RSIC will respond to District areas according to the attached District maps, and will respond to all incidents in the Hungry Valley Area and the surrounding area as long as personnel and equipment are available.

These certain areas into which the District may respond are commonly known as Hungry Valley, Eagle Canyon-Pyramid Lake Highway, and Verdi. See the first three attached maps, which are incorporated herein by this reference. Those certain areas into which the RSIC may respond are commonly known as Palomino Valley-Warm Springs, Hungry Valley, and Spanish Springs. See the last attached map, which is incorporated herein by this reference. The run cards involved for both parties are numbered 1701, 1702, and 1704.

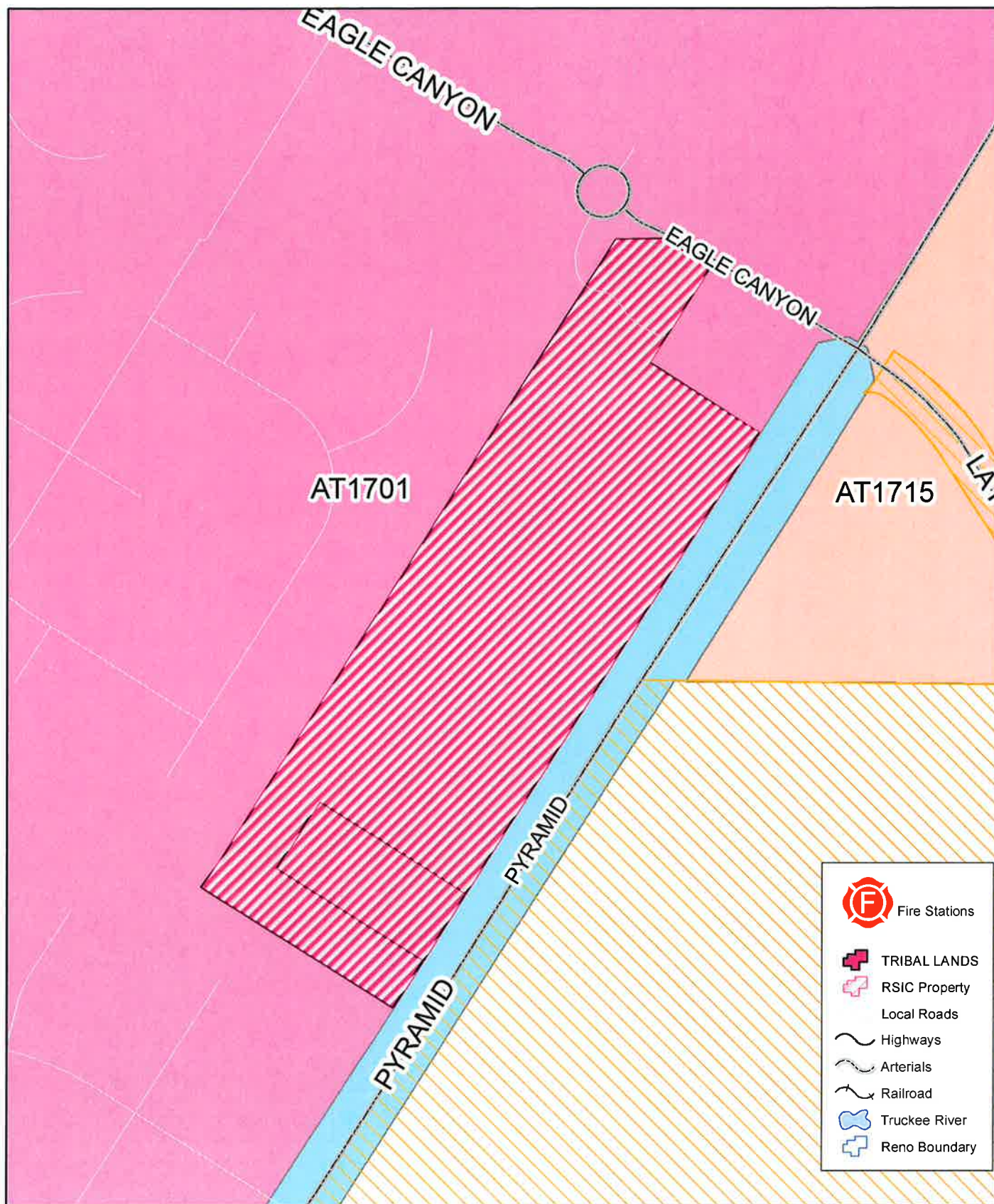
Inventory of Structures and Occupancies

A list of all Colony area structures by type and occupancy types (i.e., industrial, residential, commercial, etc.), and any known hazards associated with the use or occupancy of the structures. This inventory must be provided to the District within thirty (30) days after execution of the Agreement and shall be updated annually.

Automatic Aid from RSIC to TMFPD



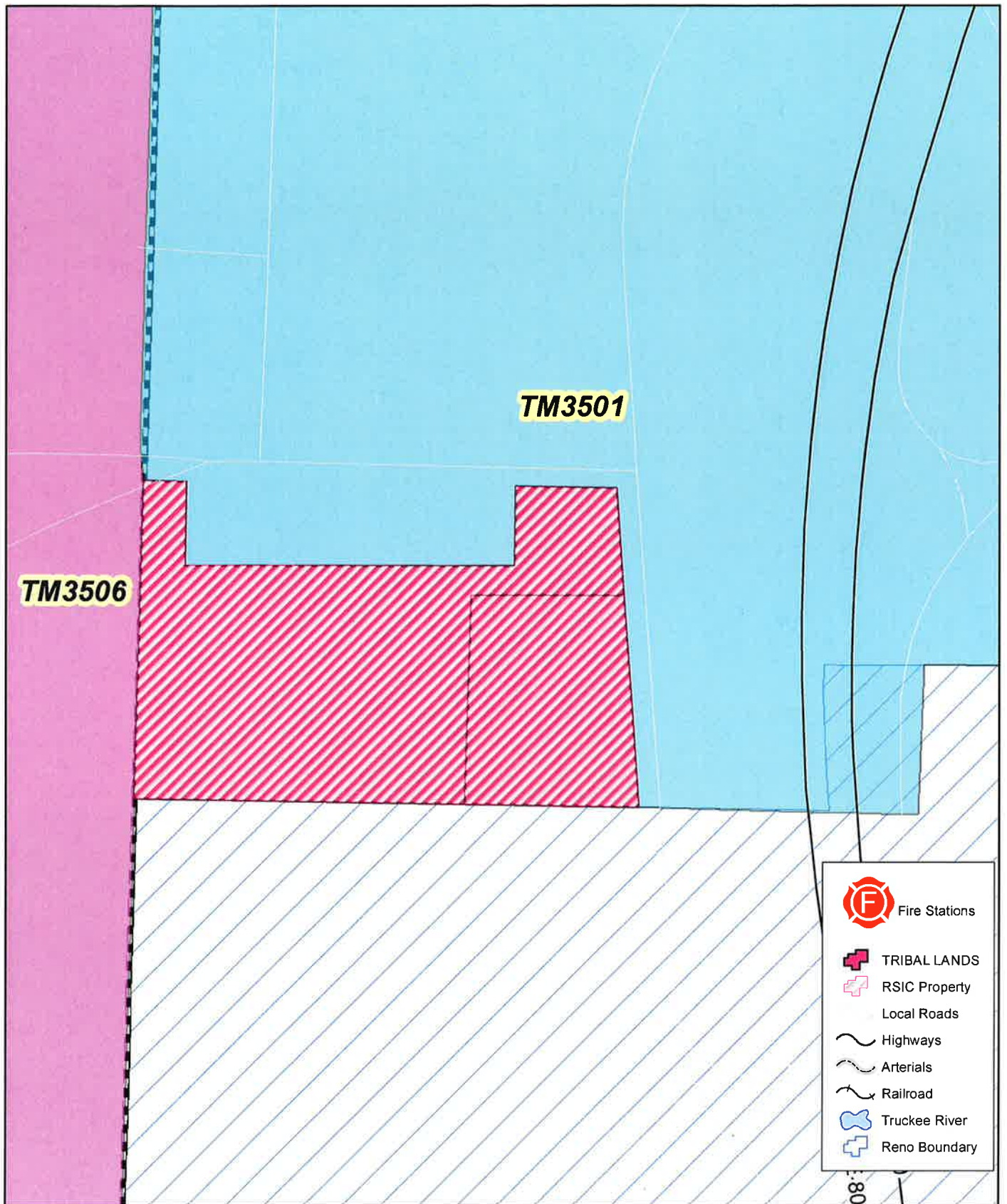
Tribal Lands Pyramid Hwy. Automatic Aid from TMFPD to RSIC



0 0.04 0.08 0.16
Miles



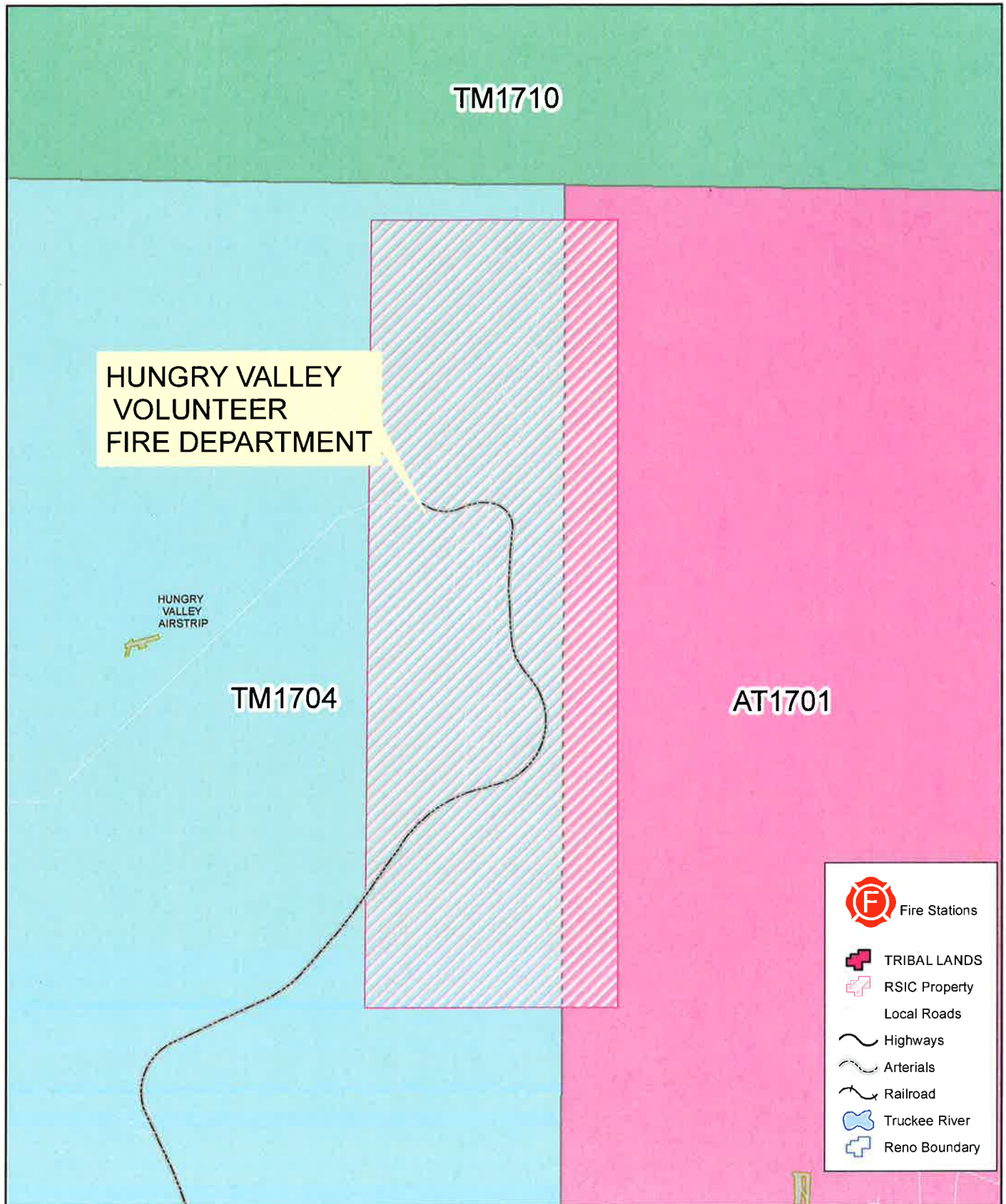
Verdi Properties



0 0.0175 0.035 0.07
Miles



Hungry Valley Community Automatic Aid from TMFPD to RSIC



0 0.275 0.55 1.1
Miles





TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: June 16, 2015

CM/ACM

Finance

Legal

Risk Mgt.

HR

DATE: June 8, 2015

TO: Truckee Meadows Fire Protection District Board of Fire Commissioners

FROM: Charles A. Moore, Fire Chief
Phone: (775) 326-6000, E-mail: cmoore@tmfpd.us

SUBJECT: Approve a resolution to donate a surplus used fire apparatus, one (1) 1995 Freightliner Type I Engine VIN# IFV6HLCBXSL656164 in "as is" condition from the Truckee Meadows Fire Protection District to Washoe County; if approved, authorize the Chairman to execute Resolution for same. (Commission District 5)

SUMMARY

Donation of a surplus used fire apparatus, one (1) 1995 Freightliner Type I Engine VIN# IFV6HLCBXSL656164 in "as is" condition from the Truckee Meadows Fire Protection District to Washoe County for use in providing Fire and EMS response to the Red Rock and surrounding area.

Strategic Objective supported by this item: *Regional Collaboration*

Strategic Outcome supported by this item: *Expand formal and informal partnerships among governmental and non-governmental entities that improve service and/or increase efficiency, or reduce cost.*

PREVIOUS ACTION

In the past the Commission has taken action to donate surplus Fire Apparatus to other agencies.

BACKGROUND

- NRS 244.1505, Section 2. (a) Provides that the Board of County Commissioners is empowered to donate to other government entities certain commodities, supplies, materials and equipment that the Board determines to have reached the end of their useful lives.
- Staff has determined that the 1995 Freightliner Type I Engine VIN# IFV6HLCBXSL656164 no longer fits the needs of the District.
- Washoe County has identified a need for a Type 1 Fire Engine to replace an outdated Type 1 Engine to serve the Red Rock and surrounding areas. Given the District's working relationship with the Washoe County, staff is of the opinion that donation of this surplus piece of fire apparatus is in the best interest of providing enhanced service to the communities.

FISCAL IMPACT

The estimated salvage value for the surplus used 1995 Freightliner Type I Engine VIN# IFV6HLCBXSL656164 is approximately \$20,000.00. Sale at auction, which is the typical method for disposal of surplus used equipment, does not guarantee any minimum sale price.

RECOMMENDATION

It is recommended that the Board approve a resolution to donate a surplus used fire apparatus, one (1) 1995 Freightliner Type I Engine VIN# IFV6HLCBXML656164 in "as is" condition from the Truckee Meadows Fire Protection District to Washoe County; if approved, authorize the Chairman to execute Resolution for same.

POSSIBLE MOTION

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

I move to approve the resolution to donate a surplus used fire apparatus, one (1) 1995 Freightliner Type I Engine VIN# IFV6HLCBXML656164 in "as is" condition from the Truckee Meadows Fire Protection District to Washoe County; if approved, authorize the Chairman to execute Resolution for same."

RESOLUTION

A RESOLUTION TO DISPOSE OF ASSETS BY DONATION TO WASHOE COUNTY FROM THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

WHEREAS, The Truckee Meadows Fire Protection District has determined that a piece of fire equipment is no longer needed as part of its service delivery program; and

WHEREAS, The Truckee Meadows Fire Protection District is proposing to dispose the following piece of fire equipment, which is surplus to the District's needs, described as:

One 1995 Freightliner Type I Engine, VIN#IFV6HLCBXS656164; and

WHEREAS, Washoe County is in need of this piece of fire equipment.

NOW, THEREFORE, BE IT RESOLVED by the **BOARDS OF FIRE COMMISSIONERS FOR THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** that they support and authorize donation and acceptance of the fire equipment as stated, and declare:

Section 1. NRS 474.470(7) empowers the Board of Fire Commissioners to dispose of personal property provided it is determined that the property is no longer needed, and to accept donations.

Section 2. The piece of fire equipment described above is no longer required for its public use and the equipment is hereby donated by the TRUCKEE MEADOWS FIRE PROTECTION DISTRICT in "as is" condition, and said donation is hereby accepted by WASHOE COUNTY. All costs for registration, title transfer and smog fees will be the responsibility of WASHOE COUNTY.

Section 3. This Resolution shall be effective upon passage and approval by both the Board of Fire Commissioners and the Washoe County Board of Commissioners.

Section 4. The County clerk is hereby directed to distribute copies of this Resolution to the Comptroller's Office, Finance, Purchasing, and Equipment Services.

ADOPTED this 16th day of June, 2015.

**TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

By: _____
Marsha Berkbigler, Chair

Date signed: _____

ATTEST:

Nancy Parent
Washoe County Clerk



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: June 16, 2015

CM/ACM
Finance MB
Legal DF
Risk Mgt. DF
HR DF

DATE: June 4, 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: Board of Fire Commissioners approval of a Memorandum of Understanding to permit IAFF Local 3895 the use of storage lockers for uniforms and apparel.

SUMMARY

This item is approval of a Memorandum of Understanding between TMFPD and IAFF Local 3895 to permit IAFF Local 3895 to use storage lockers for uniforms and apparel.

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

PREVIOUS ACTION

On March 15, 2015, the Board of Fire Commissioners approved an employment agreement with the Fire Chief that stipulates any "side agreements" with Labor Associations must be approved by the Board.

BACKGROUND

IAFF Local 3895 requests authorization to place two lockers at Station 15 (Sun Valley) and Station 36 (Arrowcreek) for the purpose of storage for uniforms and apparel. The agreement indemnifies the District from any loss, theft, damage or other.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners authorize the Chair to sign the Memorandum of Understanding between TMFPD and IAFF Local 3895 dated June 3, 2015.

POSSIBLE MOTION

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

"I authorize the Chair to sign the Memorandum of Understanding."



Memorandum of Understanding

June 3, 2015

This Memorandum of Understanding, by and between Truckee Meadows Firefighters Association IAFF Local 3895, herein as (L3895) and Truckee Meadows Fire Protection District, herein as (TMFPD) shall authorize L3895 to place one locker at Station 15 (Sun Valley) and Station 36 (Arrowcreek) for the exclusive use of L3895 and for the purpose of storing uniforms and apparel.

L3895 agrees to indemnify and hold harmless, TMFPD, its Commissioners, officers, agents and employees from any loss, theft, claim, demand, damage or cost that may result from the use of its lockers.

This MOU may be terminated by TMFPD and or L3895 for any reason with thirty (30) days' written notice.

Signed this _____ day of _____ 2015.

Truckee Meadows Fire Protection District

Marsha Berkbigler, Chair

IAFF Local 3895
Truckee Meadows Firefighters Association

Ian Satterfield, President



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 updates are as follows:

1. AB 333, legislation that permits the Board of Fire Commissioners to administratively merge Sierra and Truckee Meadows Fire Districts was signed by the Governor and becomes law on July 1, 2015. Staff anticipates recommending enabling resolutions to you in July or August and a timeline for implementation.
2. I have met with Jim Gubbels regarding mutual aid assistance to REMSA and he will be drafting an agreement for TM to review. TM staff has completed the input for cost reimbursement for medical soft goods for REMSA and this issue should conclude soon.
3. I have copied you with correspondence addressed to several of my staff members who went beyond their normal role as firefighters to assist an elderly couple in Sun Valley with repairs to their fence, which was partially damaged in a recent wind event.
4. The District has initiated a process to claim reimbursement for repairs to fire hydrants damaged in automobile accidents. The District has recovered approximately \$15,000 which covers the cost of the parts and repairs.
5. The District has placed a surplus fire engine at Red Rock VFD. (Red Rock is a County Volunteer Station.) TM will propose to donate the engine to the County, and dispose the County engine that has been taken out of service.

Amy Ray
Fire Marshal



Tim Leighton
Deputy Fire Chief

Charles A. Moore
Fire Chief

June 3, 2015

Mr. Brian Bunn, Captain
Mr. Trevor Kantrud, Fire Equipment Operator
Mr. Kyle Endres, Firefighter Paramedic
Mr. Travis Johnson, Firefighter Paramedic

Gentlemen,

I would like to acknowledge your assistance to Sun Valley Residents - Mr. and Mrs. Stanley Burke. The Burke's called my office to express their appreciation and assistance you offered them to repair their fence that was damaged in a recent storm.

As they are elderly and were not physically able to do the repair themselves, they wanted me to pass on their gratitude and for the special attention you gave them.

Your efforts in this matter showcase the Districts' excellent service to its citizens and I want to commend you for going beyond your normal routine and helping them out.

On behalf of the Board of Fire Commissioners, please accept our thanks for a job well done.

Best Regards,

Charles A. Moore, Fire Chief

cc: Board of Fire Commissioners.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

May 2015

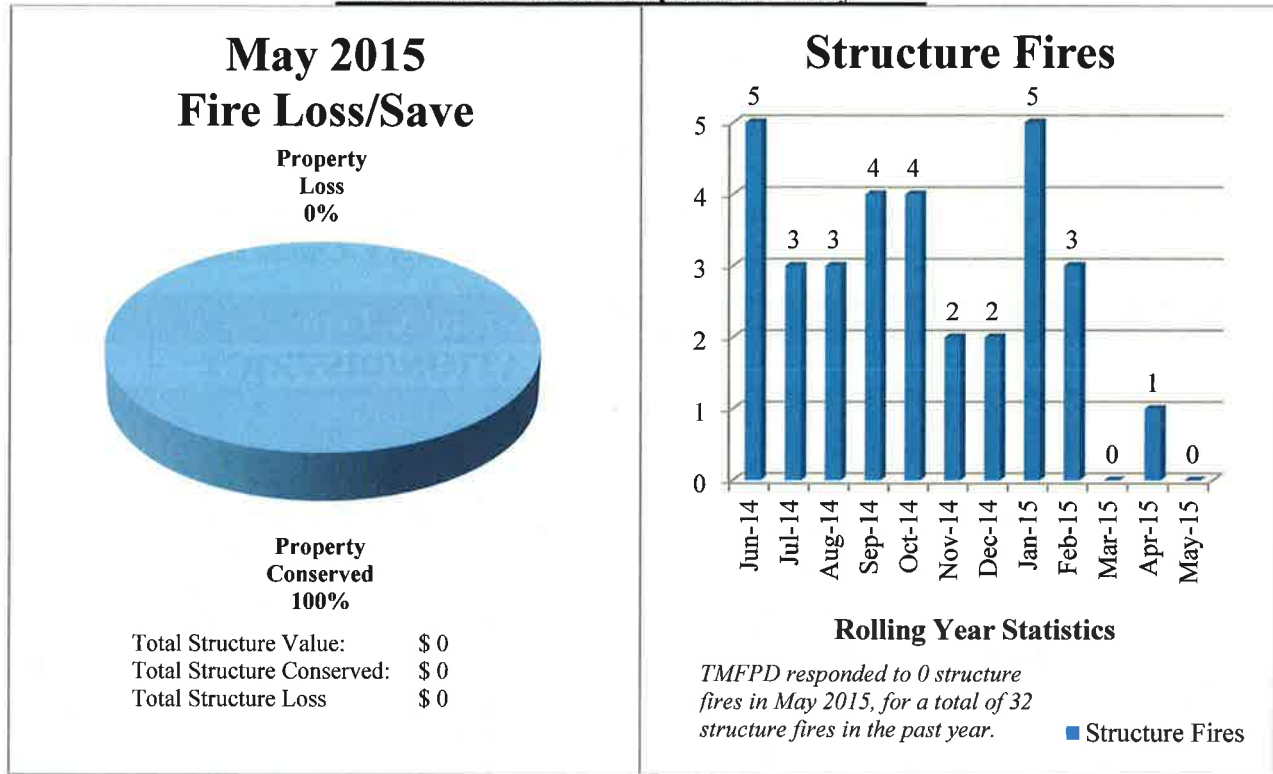
The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

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			1					3
Vehicle/Trash/Other Fire		2	2					1	1	2	3		11
Emergency Medical Services	60	28	132	19	99	55	4	21	24	17	3		462
Motor Vehicle Accident	3	5	14	2	9	1	9	2		1		2	48
Rescue	1		1										2
Haz-Mat/Hazardous Condition		1	1	1	2	1			1				7
Public Assist	5	1	15	3	15	2	1	3			1		46
Good Intent Call	5	6	5	1	7	2		2	1	8	5		42
Activated Fire Alarm	2	3	3		11		1	3	6	2			31
Severe Weather Related													0
Other			2			2							4
MAY 2015 TOTAL	76	46	176	26	144	63	15	33	33	31	12	2	657
MAY 2014 TOTAL	75	59	160	25	154	50	9	41	36	55	11	0	675

In the month of May, 2015 the TMFPD responded to 657 incidents, for a cumulative total of 8,146 incidents in the past twelve months.

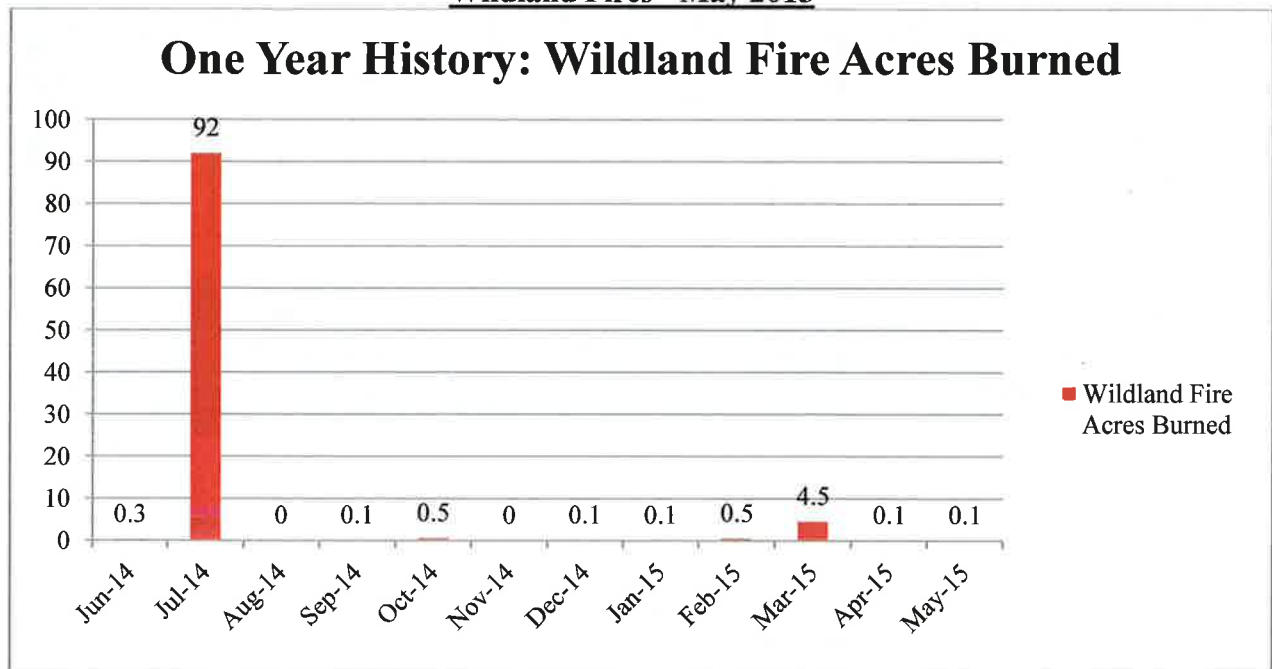
AGENDA ITEM #5B

Fire Loss to Value Comparison – May 2015



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

Wildland Fires - May 2015



In the month of May 2015, .1 acres were burned. As of May 31, 2015, 98.3 acres burned in the past twelve months.

Mutual Aid Given and Received - May 2015

Mutual Aid Given & Received by Department		
DEPARTMENT	AID GIVEN	AID RECEIVED
Bureau of Land Management	0	0
Carson City FD	0	3
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	1
North Lyon County FPD	2	0
Pyramid Lake Fire	5	2
Reno FD	2	0
Reno/Sparks Indian Colony	3	0
Sierra County, CA	0	0
Sparks FD	3	5
Storey County FPD	0	4
Truckee Fire, CA	0	0
US Forest Service	0	0
TOTAL	15	15

The TMFPD received aid 15 times from neighboring agencies and provided aid 15 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:

**Wildland Fire – Station 17 (Spanish Springs); SR 446, 8 miles West of Nixon
Commissioner District 5
Automatic Aid was given to Pyramid Lake Volunteer Fire Department**

On May 3rd at 16:41 hours crews were dispatched to a wildland fire near a residence on the Pyramid Lake Reservation. Upon arrival TMFPD assumed command at the request of the Pyramid Lake Emergency Manager. The TM Battalion Chief assumed Incident Command as two out buildings were becoming fully involved. He ordered additional resources from RFD, SFD, NLFPD, CLCFPD, Easter Sierra and the Black Mountain Hot Shots, and moved suppression efforts toward the uninvolved structure with the limited resources that were available for suppression efforts at this point. Objectives were to protect the uninvolved structure and to protect the town of Nixon, holding the fast moving wind-driven fire west of SR 447. The Training Captain arrived and identified /flagged access points, and served as look out for the units working in that area. He then conducted risk assessment for the heavily involved trees near the structure that continued to disperse embers, mitigating that threat and establishing collapse zones to relay to crews working in the area. At 19:20 hours the fire was contained with wet line, and the loss of acreage was stopped at 144.6 acres. Black Mountain hot shots arrived at 20:00 hours and completed a line around the fire. BLM arrived at approximately 20:30 hours and

oriented himself to the scene, which was dark by this time. Command was transferred to BLM at approximately 21:30 hours. TMFPD resources remained on scene, assisting with transition to other resources until 23:00 hours.

2 TM Brush Engines, 1 TM Water Tender, 1 Training Captain and 1 Battalion Chief responded to this incident.

**Carbon Monoxide Poisoning – Station 16 (East Washoe Valley); White Pine Dr.
Commissioner District 2**

On May 10th at 13:52 hours, an elderly couple came into the station seeking assistance. They had just left the Emergency Room where the wife was experiencing dizziness, fatigue and nausea. Blood gas measurements at the hospital indicated that the patient had been exposed to a large amount of Carbon Monoxide. Engine 16 generated an incident and proceeded to the couple's home to investigate. Using a gas monitor device to verify there were no hazards outside of the home, they then proceeded to check the house and individual appliances until they isolated the leak to the gas range/oven. Crews disconnected the oven and ventilated the house until the readings returned to normal. Crews advised dispatch, who notified Southwest Gas to send someone to the home.

1 TM Engine responded to this incident.

**Mobile Property Fire – Station 37 (Hidden Valley); Mustang Road near I-80
Commissioner District 4
Automatic Aid provided by Storey County Fire Department**

On May 16th at 09:02 hours, crews were dispatched to a possible structure fire involving a motorhome at a gas station. SCFD Engine 74 was the first arriving unit via Automatic Aid, and reported all occupants had evacuated the motorhome and successfully extinguished the fire before it engulfed the structure or the area of the gas pumps, which had been turned off by a station attendant. 3 TM Engines were canceled en route and 1 TM Engine arrived and assisted SCFD with loading hose and putting their engine back in service, as well as taking the report.

1 SCFD Engine, 4 TM Engines, 1 Training Captain, and 1 Battalion Chief responded to this incident.

**Mobile Property Fire – Station 15 (Sun Valley); Quartz Lane
Commissioner District 5**

On May 31st at 17:09 hours, crews were dispatched to a fire in the 200 block of Quartz Lane. Crews confirmed sight of the fire and corrected the location to the 400 block of Quartz Lane. Crews arrived at the corrected address to find heavy fire and smoke venting out of the roof and windows of a fully involved 30 ft. fifth wheel type RV being used as a permanent occupancy with wood frame addition. RV occupant was moving their vehicle and confirmed the trailer was unoccupied as the fire was extending to an exterior rubbish pile. Crews worked to extinguish

and overhaul the scene and prevent extension to the rubbish pile. Loss stop was called at 19:09 and Red Cross assisted the home owner as the scene was turned over to him.

4 TM Engines, 1 Training Captain, 1 Battalion Chief, 1 Verdi VFD Engine and 1 Peavine VFD Patrol Truck responded to this incident. 1 South Valleys VFD Engine responded to provide coverage to Career stations during the incident.

Training

- Operational Water Rescue Refresher Training
- RT-130 Annual Wildland Fire Safety Refresher
- Completed 30 hours of Wildland Fire Evolutions
- Fire Shelter Practical
- EMS Training: Medical, Ethical and Legal Issues
- EMS Training: HIV/AIDS Awareness
- EMS: Fisdap/ EMT Transition/Bridger Course
- Waterous Pump Familiarization Class
- S200 Incident Command Training
- Completed Annual VFD Wildland Training
- Hosted Volunteer Training: Community Education for the First Responder

Accomplishments

- Annual Hose Testing Completed (82,839' or 15.9 miles of Fire Hose)
- Completed VFD Hose Testing
- Wildland Fire Ceremony meeting with West Washoe Valley
- Numerous Public Education and Tour Sessions
- Station 15 (Sun Valley) Hosted a Ride-Along
- Station 18 (Cold Springs) hosted a station tour for Girl Scouts/Brownies
- Station 17 (Spanish Springs) Cub Scout event at Jesse Hall Elementary
- Final Inspection of Type I Apparatus
- Station 14 (Damonte Ranch) Public Education Event at Lenz Elementary School Sleep-over

Recognition of Noteworthy Actions

- The Truckee Meadows Fire Protection District and the Washoe County Sheriff's Office held their Third Annual Guns and Hoses Golf Tournament, which raised more than \$16,000 for Children's Cancer Foundation.
- Please see the Chief's letter of appreciation to the Station 15 (Sun Valley) Crew for helping an elderly disabled couple with home repairs caused by a recent wind storm.



VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

May 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													0
Vehicle/Trash/Other Fire								1	1	1			3
Emergency Medical Services			1			1			1	2			5
Motor Vehicle Accident						1	1						2
Rescue													0
HazMat/Hazardous Condition													0
Public Assist													0
Good Intent Call													0
Activated Fire Alarm									1				1
Severe Weather Related													0
Other													0
MAY 2015 TOTAL	0	0	0	1	0	0	2	1	1	3	3	0	11

In the month of May, 2015 the Truckee Meadows Volunteers responded to 11 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:

Mobile Property Fire – Station 15 (Sun Valley); Quartz Lane Commissioner District 5

On May 31st at 17:09 hours, crews were dispatched to a fire in the 200 block of Quartz Lane. Crews confirmed sight of the fire and corrected the location to the 400 block of Quartz Lane. Crews arrived at the corrected address to find heavy fire and smoke venting out of the roof and windows of a fully involved 30 ft. fifth wheel type RV being used as a permanent occupancy with wood frame addition. RV occupant was moving their vehicle and confirmed the trailer was unoccupied as the fire was extending to an exterior rubbish pile. Crews worked to extinguish and overhaul the scene and prevent extension to the rubbish pile. Loss stop was called at 19:09 and Red Cross assisted the home owner as the scene was turned over to him.

4 TM Engines, 1 Training Captain, 1 Battalion Chief, 1 Verdi VFD Engine and 1 Peavine VFD Patrol Truck responded to this incident. 1 South Valleys VFD Engine responded to provide coverage to Career stations during the incident.

TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Cold Springs VFD	CECBEMS HIV/AIDS Awareness	1	2	2
	CECBEMS Medical, Ethical, and Legal Issues	1	1	1
	Business meeting/Preventative Maintenance	1	2.5	2.5
	Business meeting/Potluck/Preventative Maintenance	5	2	10
	Ebola Infection Control	1	0.5	0.5
	Fire Shelter Practical	2	1	2
	First Responder Operations Level Refresher (MOD #1)	3	2	6
	First Responder Operations Level Refresher (MOD #2)	3	2	6
	First Responder Operations Level Refresher (MOD #3)	3	2	6
	First Responder Operations Level Refresher (MOD #4)	3	2	6
	Hazard Communication	2	1	2
	HAZMAT OPERATIONS REFRESHER	2	1	2
	Infection Control Test-2015	2	0.5	1
	Lock-Out / Tag-Out	2	1	2
	Measles Review	1	0.5	0.5
	NFPA 1001 Fire Detection, Alarm & Suppression Systems	2	1	2
	NFPA 1001 Loss Control	1	1	1
	NFPA 1021 Pre-Incident Planning	2	1	2
	NFPA 1500 Confined Space Entry	1	1	1
	NFPA 1500 Respiratory Protection	1	1	1
	RT-130	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
	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)	2	2	4
	Wildland Practical Drill-2015	3	3	9
Cold Springs Total				77.5
Galena VFD	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	1	2	2

Galena VFD, Cont'd	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
Galena VFD Total				6
Gerlach VFD	CECBEMS Fundamentals of 12 Lead ECG Operation and Interpretation	1	1	1
	CECBEMS Pharmacology Basic	1	1	1
	Ebola Infection Control	1	0.5	0.5
	Recording Company Training	1	0.25	0.25
Gerlach VFD Total				2.75
Lemmon Valley VFD	None	0	0	0
Lemmon Valley VFD Total				0
Palomino Valley VFD	Chief Leighton discussed EVOC, Class B + F endorsement licensure procedure, pending wildland field days in May. Lt. Black introduced staff to hydrostatic pump operation on our new brush truck.	1	3	3
	General Station Maintenance, Tender Inspection	1	1	1
	Measles Review	1	0.5	0.5
	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)	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
	Wildland Practical Drill-2015	5	3	15
Palomino Valley VFD Total				35.75
Peavine VFD	CECBEMS Obstetrical Emergencies Basic	1	1	1
	CECBEMS Patient Assessment Advanced	2	1	2
	CECBEMS Pediatric Assessment	1	1	1
	Fire Shelters	1	2	2
	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
Peavine VFD Total				12
Red Rock VFD	Fire Shelters	1	2	2

	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	3	2	6
	Wildland Practical Drill-2015	3	3	9
Red Rock VFD Total				27
Silver Lake VFD	RT-130	1	2	2
	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
	Wildland Practical Drill-2015	1	2	2
Silver Lake VFD Total				10
South Valleys VFD	Infection Control Test-2015	1	0.5	0.5
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	1	2	2
	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
	Wildland Practical Drill-2015	7	3	21
South Valleys VFD Total				32
Verdi VFD	CECBEMS MRSA Infections	1	1	1
	CECBEMS Supplemental Oxygen	1	1	1
	Instruction on progressive hose lays: deploying and repacking. Chainsaw safety. Brush truck familiarization for new members.	6	3	18
	Waterous Rep in at Station 35 for waterous pump training	4	3	12
	RT-130	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
	Wildland Practical Drill-2015	4	3	12
Verdi VFD Total				48



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: June 16, 2015

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

DATE: May 29, 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: Authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2015 for an annual premium of \$116,387.32. (All Commission Districts)

SUMMARY

Authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2015 at an annual premium of \$116,387.32.

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

PREVIOUS ACTION

In July 2003, the Board approved the membership of the District in the Pool and the Chairman signed an Interlocal Cooperation Agreement. At the same time, the Board authorized the Risk Manager to place the District's insurance program with the Pool. The program has been renewed each year.

BACKGROUND

The Nevada Public Agency Insurance Pool was formed in 1985 pursuant to the insurance laws of the State of Nevada to allow political subdivisions to pool and jointly administer their insurance programs. This program provides participating members with property, casualty and surety insurance in a reasonable, cost-effective manner. Pool membership currently includes approximately 14 counties, 12 cities, 14 school districts and 5 towns and special districts throughout Nevada.

The insurance program for the District was placed with the Pool in July 2003, following three years of insurance coverage with three different carriers. The Pool has provided a long-term, stable insurance program for the District. It has offered to renew the current program for a premium of \$116,387.32, an increase from \$110,639.64, for an overall increase of approximately 5%. The increase in premium is due to the addition of new apparatus and a change in reporting that includes replacement values.

FISCAL IMPACT

The cost for the one-year insurance policy is \$116,387.32 and sufficient funding exists in the FY15-16 Budget.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2015 at an annual premium of \$116,387.32.

POSSIBLE MOTION

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

"I move to authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2015 at an annual premium of \$116,387.32."



Proposal of Insurance

Truckee Meadows Fire Protection District

NPAIP (Property/Casualty) and PACT (Workers Compensation)

Policy Term: July 1, 2015 to July 1, 2016

Presented by:

Brandon Lewis, CPCU, ARM | Sales Executive | NV Lic #188024 | CA Lic #0F20957
Stephen Romero, CIC | Sales Executive

Margo May, CIC, CISR, ACSR | Account Executive | NV Lic #38117

Wells Fargo Insurance Services USA, Inc. (REN)
604 W. Moana Lane
Reno, NV 89509-4903
Direct: (775) 827-1555
Fax: (866) 612-8440
www.wellsfargo.com/wfis

May 28, 2015

Products and services are offered through Wells Fargo Insurance Services USA, Inc. and Wells Fargo Insurance Services of West Virginia, Inc., non-bank insurance agency affiliates of Wells Fargo & Company.

Products and services are underwritten by unaffiliated insurance companies except crop and flood insurance, which may be underwritten by an affiliate, Rural Community Insurance Company. Some services require additional fees and may be offered directly through third-party providers. Banking and insurance decisions are made independently and do not influence each other.

Please refer to the policy contract for specific terms, conditions, limitations and exclusions.



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This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Service Team

Sales Executive

Manages your overall account, and brings all of Wells Fargo's resources together for your benefit.

Brandon Lewis, CPCU, ARM

Direct: (775) 827-2278
Mobile: (775) 453-4297
brandon.lewis@wellsfargo.com

Stephen B. Romero, CIC

Direct: (775) 827-2302
stephen.romero@wellsfargo.com

Account Executive

Responsible for completing all technical transactions regarding the delivery and maintenance of insurance and underwriting services.

Margo May, CIC-CISR-ACSR

Direct: (775) 827-2289
margo.may@wellsfargo.com

Account Representative

Primary contact for day-to-day service. Handles questions you may have, monitors your account, processes endorsement requests and invoices.

Edna Ginter

Direct: (775) 827-2219
edna.ginter@wellsfargo.com

Workers Compensation Claims Consulting

Advocates on claims to troubleshoot servicing issues, answer questions about the claims process and assist with optimizing claims outcomes.

Angela Babb

Direct line: (702) 247-5402
angela.babb@wellsfargo.com

Risk Control

Conducts site inspections, provides loss control insights, and acts as your advocate in relation to carrier loss control representatives.

John J. Canepa, ARM, CIE, CSP

Direct line: (650) 868-4411
john.canepa@wellsfargo.com

Certificates of insurance

Please contact your account team for any certificate needs.

Office Telephone Numbers

Main office: (775) 827-1555
Toll-free: (800) 546-0340
Fax: (866) 612-8440

Office hours

8 a.m. to 5 p.m. Pacific Time Zone M-F

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Premium Summary

Coverage	Expiring Premium 07-01-14/15	Renewal Premium 07-01-15/16
NPAIP (Property/Casualty)	\$110,639.64	\$116,387.32
PACT (Workers Compensation)	TBD on a quarterly basis	TBD on a quarterly basis
Pollution Liability	Purchased mid-term	\$3,597

As a course of business, Wells Fargo Insurance is required to pay premiums to insurers on a monthly basis. In return we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

Note: Payment calculations may vary slightly upon policy issuance.

Changes in Values from last year to this year (please see attached spreadsheet):

Values	07-01-14/15	07-01-15/16
NPAIP (Property/Casualty)	\$29,695,787	\$38,816,700

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Payment Information

Payment address:	Wells Fargo Insurance Services USA, Inc. (REN) P.O. Box 53553 Phoenix, AZ 85072
Mailing and parcel delivery:	Wells Fargo Insurance Services USA, Inc. 604 W. Moana Lane Reno, NV 89509
Wiring instructions:	Wells Fargo Bank 1 Montgomery Street San Francisco, CA 94104 Swift code: WFBIUS6S Wire Transit Routing #: 121000248 ACH Transit Routing #: 091000019 Account Name: Wells Fargo Insurance Services USA, Inc. Account #: 1806327431 Reference: (Indicate Policy # and Invoice #)
Premium due:	Policy Effective Date or Invoicing Date – whichever is later.

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Named Insureds

Note: Any entity not named as an insured may not be covered under this policy. This includes partnerships, joint ventures and newly formed entities of any type.

- **Truckee Meadows Fire Protection District**

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NPAIP Coverage Proposal

See Attached NPAIP/PACT Proposal

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The Power Of The Pool.SM
poolpact.com

MEMBER COVERAGE SUMMARY

Prepared For:

Truckee Meadows FPD

Prepared By:

Wells Fargo Insurance Services of Nevada

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2015.

Dear POOL Member:

Thank you for your renewed commitment to the Nevada Public Agency Insurance Pool (POOL). In 1987, four counties in Nevada formed their own municipal risk sharing pool and now a quarter of a century later, the vast majority of Nevada's rural public entities remain committed to each other and the mission of this organization.

We are pleased to provide this Member Coverage Summary for your review. We continue to excel and provide an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL/PACT Board is comprised of an impressive group of dedicated, hardworking, and ethical leaders in public sector risk management. They continue to do a superb job of representing the interests of the Member-owners of POOL.

Our members continue to see great value in being part of POOL/PACT because of the extensive services, thus membership retention remains strong. We encourage you to discuss the services we offer with your insurance agent, a valued partner in the POOL program. Details on the financial performance and the services we offer are available on our website at www.poolpact.com.

If you have any questions, please call us toll free: (877) 883-7665 or (775) 885-7475.

Sincerely,



Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool
Public Agency Compensation Trust

PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2015 – 07/01/2016 Standard Time	Truckee Meadows FPD	\$5,000 all perils each and every loss

PROPERTY LIMITS

Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss. The following sub-limits apply to Section V. C.

Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$10,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$60,000,000 per loss
Loss of Income & Extra Expense	included
Hazardous Substance Coverage	\$250,000 per loss
Spoilage Coverage	\$250,000 per loss
Data Restoration	\$100,000 per loss
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Transmission Facilities	\$100,000 per loss
Vehicle Replacement	Per Attachment E, if applicable

LIABILITY LIMITS

The Limits of Liability are as follows:

Combined Single Limit	\$10,000,000	Each Event/Each Member
Liability Limits are further subject to sub-limits, Member Annual Aggregate Limits and Group Annual Aggregate limits.		

CYBER SECURITY EVENT AND PRIVACY RESPONSE EXPENSE COVERAGE LIMITS

The Limits of Liability are as follows:

Per Cyber Security Event	\$2,000,000	Each Member/Annual Aggregate
Privacy Response Expense Coverage	\$500,000	

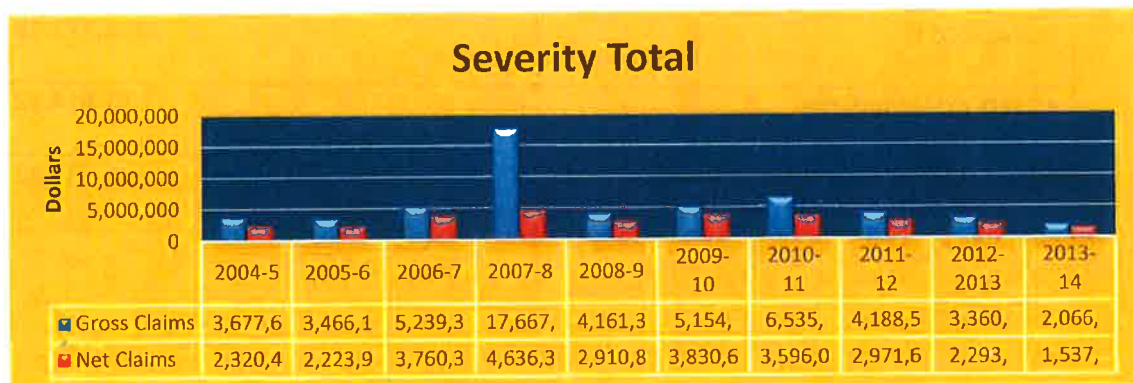
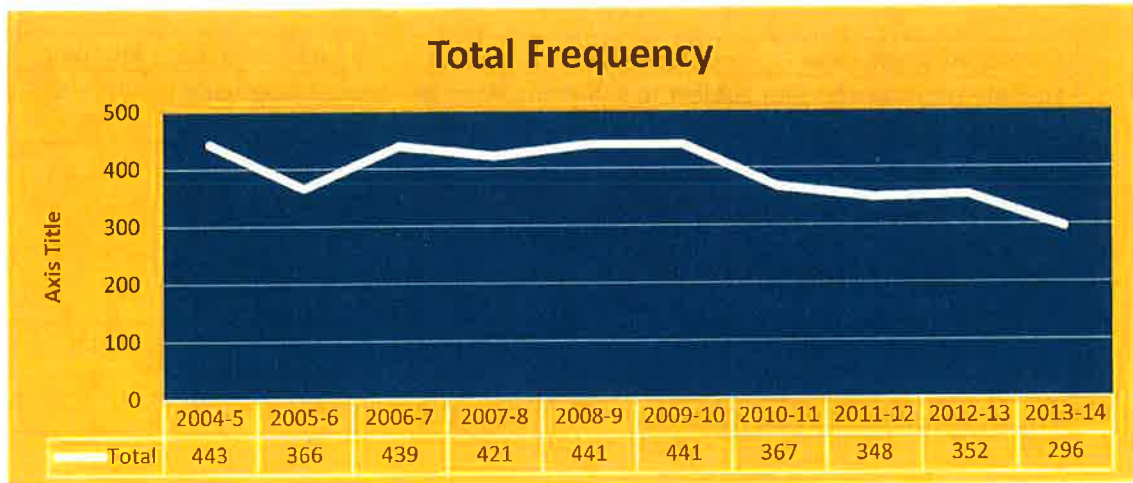
MEMBER CONTRIBUTION:

TOTAL COST:	\$108,773.19
AGENT COMMISSION:	\$7,614.12
TOTAL PROGRAM COST:	\$116,387.32

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2015.

TOTAL POOL EXPERIENCE

The claims count per year averaged 391 for the ten year period. Claims activity overall appears to be fairly stable.



Severity, based on total loss costs incurred without deduction for excess/reinsurance or member deductibles, has averaged \$5,551,874 with the worst year (2007-8) at \$17,677,991 comprising 32% of total costs for all years. Net of member deductibles and of excess/reinsurance payments, 2007-8 also was the worst year at 15%. The POOL's retained incurred claims averaged \$3,008,184 for the period. Large losses in 2007-08 were from one catastrophic property and one class action liability loss.

NPAIP Membership

Counties:

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Mesquite
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

North Lake Tahoe Fire Protection District
Pahrnagat Valley Fire District
Sierra Fire Protection District
Tahoe Douglas Fire Protection District
Truckee Meadows Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Rural Housing Authority
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Convention & Tourism Authority
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Tahoe Conservation District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Primecare Nevada, Inc. dba Nye Regional Medical Center
Sierra Estates General Improvement District
Silver Springs General Improvement District
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Virgin Valley Water District
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District



Nevada Public Agency Insurance Pool
Public Agency Compensation Trust
201 S. Roop Street, Suite 102
Carson City, NV 89701-4779
Toll Free Phone (877) 883-7665
Telephone (775) 885-7475
Facsimile (775) 883-7398

DATE: April 22, 2015

TO: Vicki Van Buren
Truckee Meadows FPD

FROM: Melissa Mack, Accounting Technician

RE: Adjusted Modification Factors
Classifications
ACH Transfer Amount & Agent Compensation
Police/Fire Retirees Heart Funding

RECEIVED

APR 27 2015

WTRB - RENO, NV

1. Adjusted Modification Factors

Our actuary has recalculated and adjusted the PACT modification factors to be used effective July 1, 2015 through June 30, 2016. Your modification factor for next year, based on historical payroll and losses incurred by your entity, is on the attached worksheet

2. Classifications

The attached worksheet(s) list codes applicable to your entity effective July 1, 2015. Class code rates have decreased by 5% for all entities.

3. ACH Transfer Amount & Agent Compensation

The assessment due for the fourth quarter of fiscal year 2014-2015 will be adjusted based on the results of the payroll audit. You will be notified of the revised amount around the middle part of May.

4. Reminder – Police/Fire Retirees Heart Funding

Code 9999 uses the payroll total for your paid police and paid fire classifications as its rating basis. It is not subject to the experience modification factor (mod) or agent fees. However, it was increased by 10% this year, to reflect increased long-term actuarial projections.

If you have any questions or need any additional information regarding these items, please contact our office.

cc: PACT Board Member
PACT Alternate Board Member
PACT Liaison
Insurance Agent

**PUBLIC AGENCY COMPENSATION TRUST
JOINED PACT EFFECTIVE 4/30/02**

ASSESSMENT WORKSHEET

PARTICIPANT # 53M

COVERAGE PERIOD: 7/1/15 - 6/30/16
PAYROLL PERIOD: 7/1/15 - 6/30/16

PARTICIPANT TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Class Code	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT	QUARTERLY TRANSFER
------------	------------	----------------	-------------	-------------------	--------------------

(Round all figures to nearest dollar)

7704	FIREMEN, AMBULANCE (Part of Fire Dept.)	-	15.33	-	-
7711V	VOLUNTEERS FIREMEN, AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month	-	1.42	-	-
9410	GOVERNMENT EMPLOYEES, Not Otherwise Classified	-	3.90	-	-
9410B	GOVERNMENT BOARDS - Deemed Wage \$250/Month	-	3.90	-	-
9410V	GOVERNMENT VOLUNTEERS - Deemed Wage \$100/Month	-	3.90	-	-

TOTAL OF PAYROLL REPORTED (Including Deemed Wages)

TOTAL MANUAL ASSESSMENT	1.23
EXPERIENCE MODIFIER	1.23

STANDARD ASSESSMENT

9999	FIRE / LAW ENFORCEMENT HEART FUND	5.85
------	-----------------------------------	------

(WORKSHEET WILL AUTOMATICALLY CALCULATE THIS AMOUNT FOR YOU)

AGENT COMPENSATION

TOTAL DUE:

PLEASE NOTE:

PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16
PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16

PUBLIC AGENCY COMPENSATION TRUST

JOINED PACT EFFECTIVE 7/01/02

ASSESSMENT WORKSHEET

PARTICIPANT # 53E

PARTICIPANT COLD SPRINGS VOL FIRE DEPT.

COVERAGE PERIOD: 7/1/15 - 6/30/16

PAYROLL PERIOD: 7/1/15 - 6/30/16

Class Code	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT	QUARTERLY TRANSFER
7711V	VOLUNTEERS FIREMEN, AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month		1.42	-	-
9410V	GOVERNMENT VOLUNTEERS - Deemed Wage \$100/Month		3.90	-	-

(Round all figures to nearest dollar)

TOTAL OF PAYROLL REPORTED (Including Deemed Wages)

TOTAL MANUAL ASSESSMENT	-
EXPERIENCE MODIFIER	0.96
STANDARD ASSESSMENT	-
AGENT COMPENSATION	-
TOTAL DUE:	-

PLEASE NOTE:

PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16

PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16

**PUBLIC AGENCY COMPENSATION TRUST
JOINED PACT EFFECTIVE 7/01/02**

ASSESSMENT WORKSHEET

PARTICIPANT # 53A		COVERAGE PERIOD: 7/1/15 - 6/30/16		QUARTERLY
PARTICIPANT HIDDEN VALLEY VOL. FIRE DEPT.		PAYROLL PERIOD: 7/1/15 - 6/30/16		TRANSFER
Class	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT
Code				
(Round all figures to nearest dollar)				
7711V	VOLUNTEERS FIREMEN. AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month		1.42	-
9410V	GOVERNMENT VOLUNTEERS - Deemed Wage \$100/Month		3.90	-
TOTAL OF PAYROLL REPORTED (Including Deemed Wages)				
		TOTAL MANUAL ASSESSMENT		-
		EXPERIENCE MODIFIER		0.96
		STANDARD ASSESSMENT		-
		AGENT COMPENSATION		-
		TOTAL DUE:		-
PLEASE NOTE:				
PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16				
PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16				

**PUBLIC AGENCY COMPENSATION TRUST
JOINED PACT EFFECTIVE 7/01/02**

ASSESSMENT WORKSHEET

PARTICIPANT # 53G

COVERAGE PERIOD: 7/1/15 - 6/30/16
PAYROLL PERIOD: 7/1/15 - 6/30/16

PARTICIPANT LEMMON VALLEY VOL FIRE DEPT.

Class Code	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT	QUARTERLY TRANSFER
------------	------------	----------------	-------------	-------------------	--------------------

(Round all figures to nearest dollar)

7711V	VOLUNTEERS FIREMEN, AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month		1.42	-	-
-------	--	--	------	---	---

TOTAL OF PAYROLL REPORTED (Including Deemed Wages)

TOTAL MANUAL ASSESSMENT	-
EXPERIENCE MODIFIER	0.96

STANDARD ASSESSMENT	-
---------------------	---

AGENT COMPENSATION	-
--------------------	---

TOTAL DUE:	-
------------	---

PLEASE NOTE:

PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16

PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16

**PUBLIC AGENCY COMPENSATION TRUST
JOINED PACT EFFECTIVE 7/01/02**

ASSESSMENT WORKSHEET

PARTICIPANT # 53H

COVERAGE PERIOD: 7/1/15 - 6/30/16

PAYROLL PERIOD: 7/1/15 - 6/30/16

PARTICIPANT PALOMINO VALLEY VOL FIRE DEPT

Class Code	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT	QUARTERLY TRANSFER
------------	------------	----------------	-------------	-------------------	--------------------

(Round all figures to nearest dollar)

7711V	VOLUNTEERS FIREMEN, AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month		1.42		
9410V	GOVERNMENT VOLUNTEERS - Deemed Wage \$100/Month		3.90		

TOTAL OF PAYROLL REPORTED (Including Deemed Wages)

TOTAL MANUAL ASSESSMENT	0.96
EXPERIENCE MODIFIER	0.96

STANDARD ASSESSMENT

AGENT COMPENSATION

TOTAL DUE:

PLEASE NOTE:

PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16

PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16

PUBLIC AGENCY COMPENSATION TRUST					
JOINED PACT EFFECTIVE 7/01/02					
ASSESSMENT WORKSHEET					
PARTICIPANT # 53B					
COVERAGE PERIOD: 7/1/15 - 6/30/16					
PAYROLL PERIOD: 7/1/15 - 6/30/16					
PARTICIPANT PLEASANT VALLEY VOL FIRE DEPT.					
Class Code	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT	QUARTERLY TRANSFER
(Round all figures to nearest dollar)					
7711V	VOLUNTEERS FIREMEN, AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month		1.42		
9410V	GOVERNMENT VOLUNTEERS - Deemed Wage \$100/Month		3.90		
TOTAL OF PAYROLL REPORTED (Including Deemed Wages)					
		TOTAL MANUAL ASSESSMENT		0.96	
		EXPERIENCE MODIFIER			0.96
		STANDARD ASSESSMENT			
		AGENT COMPENSATION			
		TOTAL DUE:			
PLEASE NOTE:					
PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16					
PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16					

PUBLIC AGENCY COMPENSATION TRUST

JOINED PACT EFFECTIVE 7/01/02

ASSESSMENT WORKSHEET

PARTICIPANT # 153C

PARTICIPANT SILVER LAKE VOL. FIRE DEPT.

COVERAGE PERIOD: 7/1/15 - 6/30/16

PAYROLL PERIOD: 7/1/15 - 6/30/16

Class Code	DEPARTMENT	ACTUAL PAYROLL	MANUAL RATE	ANNUAL ASSESSMENT	QUARTERLY TRANSFER
------------	------------	----------------	-------------	-------------------	--------------------

(Round all figures to nearest dollar)

7711V VOLUNTEERS FIREMEN, AMBULANCE (Part of Fire Dept.) - Deemed Wage \$2,000/Month

1.42

9410V GOVERNMENT VOLUNTEERS - Deemed Wage \$100/Month

3.90

TOTAL OF PAYROLL REPORTED (Including Deemed Wages)

TOTAL MANUAL ASSESSMENT

EXPERIENCE MODIFIER

0.96

STANDARD ASSESSMENT

AGENT COMPENSATION

TOTAL DUE:

PLEASE NOTE:

PAYMENTS WILL BE TRANSFERRED ON THE FOLLOWING DATES: 10/20/15, 1/20/16, 4/20/16

PAYMENT FOR THE PAYROLL AUDIT WILL BE TRANSFERRED ON : 7/20/16

Attachments

1. Coverage to consider
2. Client authorization to bind coverage
3. Evaluating financial strength and capacity of insurance markets
4. Market Security Letter for NPAIP/PACT
5. Notice of Surplus Lines Placement
6. Claims Made Coverage Notice
7. Transparency and disclosure
8. Important disclosures
9. When to notify Wells Fargo Insurance
10. TRIA coverage options
11. General Provisions
12. Who We Are
13. Property/Casualty Resources
14. Cybersure Quick Reference Guide

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Coverage to Consider

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.

Specifically, we ask that you review the following items:

Higher limits:

In today's litigious society, many businesses have found it necessary to increase the limits of liability to ensure they are adequate to protect their assets in the event of a loss. Higher limits of liability may be available. Please carefully review the limits to ensure your level of comfort with the limits.

Cyber liability/ network security:

- Inadvertent transmission of a computer virus, Trojan horse, key logger, etc.
- Sending an email that crashes another party's network
- Failure to prevent unauthorized access to computer systems by a third party or an unauthorized employee
- Disclosure of or misuse of confidential information
- Allegations of infringement of copyright, trademark, trade name, title, or slogan
- Allegations of defamation as a result of emails, web content, blog, or forum postings

Privacy liability: Covers liability of the company arising out of the unintentional and unauthorized disclosure or loss of non-public personal information or confidential corporation information in any format. This provides protection against a violation of any privacy regulations including the HITECH Act, HIPAA, GLBA, and Massachusetts 201 CMR 17 or the failure to comply with the company's own privacy policies.

Internet liability: Damages arising when your internet service provider goes down or is hacked.

Web content liability: Damages and defense costs arising from claims of libel, copyright or trademark infringement, or defamation; damages to a website by a hacker or disgruntled employee

Electronic communications: Damages and defense costs arising as a result of electronic communications, such as breach of confidence or infringement of any right to privacy, intellectual property rights, or any statutory duty (Example: some states now require notification to those affected by a loss of private information and provision of credit monitoring services at your cost).

Intangible assets: Damages to code, data, etc.

Network extortion threat and reward payments: Reimburses the company for any extortion expense and reward paid by the company as a direct result of network extortion threat.

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Client Authorization to Bind Coverage

TO: Wells Fargo Insurance
604 W Moana Lane
Reno, NV, 89509

RE: Insurance Proposal – Truckee Meadows Fire Protection District
NPAIP/Pollution Liability/PACT Renewals of 07-01-15/16

This proposal contains proprietary confidential information concerning Wells Fargo Insurance Services USA, Inc. ("Wells Fargo Insurance") and our Clients. It may not be distributed or reproduced without the express prior written consent of Wells Fargo Insurance. No disclosure concerning this proposal shall be made without the express prior written consent of Wells Fargo Insurance.

The intent of this proposal is to provide a highlight of the coverage offered in our insurance program, and is not meant to be all-inclusive. Please read your actual policy(ies) for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll, and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

I hereby acknowledge that, upon the renewal of the coverage described herein, unless I otherwise direct Wells Fargo Insurance or Wells Fargo Insurance otherwise notifies me, Wells Fargo Insurance intends to renew my coverage with the insurer that, at the time of such renewal, underwrites my coverage and thus Wells Fargo Insurance will not solicit any quotes or proposals from insurers on my behalf in connection with such renewal.

I have read and understand the terms and conditions of this proposal and the compensation Wells Fargo Insurance may receive in connection with Wells Fargo Insurance's services described in this proposal. All questions and concerns I had regarding any of the terms outlined above have been discussed and addressed with Wells Fargo Insurance.

Please check one:

- ☐ After careful review of your proposal dated **May 28, 2015** we have decided to accept your proposal as presented.
- ☐ After careful review of your proposal dated **May 28, 2015**, we have decided to accept your proposal with the following changes:

Policy delivery (please select your preferred option)

- ☐ Electronically via email
- ☐ Electronically posted on CyberSure
- ☐ Paper copy in 3-ring binder
- ☐ Via CD

Please have binders and your invoice prepared for the agreed-upon coverage.

May 28, 2015

Customer Signature

Name

Date

Company

Title

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Evaluating Financial Strength and Capacity of Insurance Markets

Wells Fargo Insurance's objective is to place Clients risks with insurers that are financially sound. In assessing the financial strength of insurers, Wells Fargo Insurance relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. Wells Fargo Insurance authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. Wells Fargo Insurance is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

Wells Fargo Insurance Services USA, Inc. has appointed a group of experienced insurance professionals to serve on a Market Security Committee. This Committee is responsible for establishing and utilizing guidelines for the selection of insurers and supporting employees in their efforts to utilize financially sound insurers. In assessing the financial strength of insurers, the Committee relies upon the opinions and assessments of recognized rating agencies and other carrier review companies.

This proposal is merely a descriptive summary of coverage provided by the Insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the Insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Market Security Letter for NPAIP/PACT

May 19, 2015

Doreen Ertell
Truckee Meadows Fire Protection District
1001 East Ninth Street
Reno, Nevada 89512

Dear Doreen:

We have offered you insurance coverage with Nevada Public Agency Insurance Pool (NPAIP) and the Public Agency Compensation Trust (PACT) for the term of 07-01-15/16 for Truckee Meadows Fire Protection District. The Wells Fargo Market Security Committee has authorized the general use of this market. The Security Committee's function is to review the financial stability of insurers with which we place coverage.

We want you to understand that NPAIP/PACT differs in significant ways from a traditional insurer. These two markets are not rated by AM Best Guide, an independent insure-rating organization. Common characteristics of non-traditional markets are **joint and several liability of members** and **member assessments** for fund deficits, often beyond the end of your policy.

In the event that NPAIP/PACT becomes insolvent, the provisions of the state insurance guaranty associations **will not** apply. State insurance guaranty associations provide a means for the payment of covered claims under certain insurance policies in order to avoid excessive delay in payment, and to lessen financial loss to claimants or policyholders because of the insolvency of an insurer.

We recommend that you exercise caution before you commit to having us place your insurance with NPAIP/PACT. If you decide that you want to have your insurance placed with this insurer, please sign the acknowledgement below. We must receive a signed copy of this letter before your insurance can be placed into effect. Thank you for your careful consideration of this matter. Please contact me if you want additional information about NPAIP/PACT.

Sincerely,

Margo L. May

Margo L. May, CIC-CISR-ACSR
Account Executive 775-827-2289

ACKNOWLEDGMENT

The undersigned hereby acknowledges that he/she has instructed Wells Fargo Insurance Services to place insurance coverage with NPAIP/PACT effective 07-01-15. The undersigned understands that the insurance coverage written is not subject to the protection and benefit of the state insurance guaranty associations.

By: _____

Date: _____

Title: _____

This proposal is merely a descriptive summary of coverage provided by the Insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the Insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Notice of Surplus Lines Placement

Wells Fargo Insurance Services USA, Inc.
604 W. Moana Lane
Reno, NV 89509
Office: (775) 827-1555
Fax: (866) 612-8440



May 28, 2015

Doreen Ertell
Truckee Meadows Fire Protection District
1001 East Ninth Street
Reno, Nevada 89512

Dear Doreen,

We have offered you insurance coverage with Lloyds Underwriters (for Property Terrorism Coverage and Casualty Terrorism Coverage) for the term of 07-01-15/16. We want you to know that this is a surplus lines insurer, and that it does meet the financial strength requirements that we usually require of insurers with whom we place our customer's risks.

We exercise caution in placing insurance with a surplus lines insurer, because in the event this insurer becomes insolvent, the provisions of the state insurance guaranty associations **will not** apply. The state insurance guaranty associations provide for the payment of certain covered claims (up to a certain dollar amount) when a carrier becomes insolvent, but this protection is **not** available for surplus lines insurers.

Lloyds Underwriters is rated A XV by AM Best Rating, an independent insurer-rating organization that evaluates the financial strength of insurers. Insurers are not required to obtain a rating, and ratings are not a guarantee of an insurer's financial status. Some insurers who became insolvent have previously had high ratings; however, ratings are a tool that helps us make an objective evaluation of an insurer.

We want you to have this information so you can make an informed decision about whether to have your insurance placed with Lloyds Underwriters. If you should have any questions regarding this surplus lines placement, please contact me directly. Thank you for your careful consideration of this matter.

Very truly yours,

Margo L. May

Margo L. May, CIC-CISR-ACSR
Account Executive
775-827-2289
Margo.May@Wellsfargo.com

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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“Claims Made” Coverage Notice

Some of the attached coverages **may be** offered on a Claims Made or a Claims Made and Reported basis.

A brief description of Claims Made and Claims Made and Reported forms is included below for your reference.

Claims Made

1. Under a **claims-made** form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an **occurrence** form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought. Canyon General Improvement District has a Retro Active Date of 07-01-2003 for Wrongful Acts and 07-01-13 for Cyber Security.
2. If your policy has a **retroactive date**, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.

You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called “tail” coverage) must be requested within a specific time frame and the additional premium, which typically is required prior to the tail period begins, is fully earned.

Claims Made and Reported

A type of claims made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply.*

**Source: IRMI Glossary of Insurance and Risk Management Terms.*

This proposal is merely a descriptive summary of coverage provided by the Insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the Insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Transparency and Disclosure

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to Wells Fargo Insurance than maintaining the trust of our customers and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values. Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the customer
- Talk and act with the customer in mind
- Exceed our customers' expectations

Wells Fargo Insurance is proactively providing customers with complete transparency on standard and contingent commission income. We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. We also may receive fees agreed to in writing from our customers. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.

Consistent with longstanding industry practice, we may earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts. We may also earn interest when the insurance company issues you a refund and that refund is processed through our bank accounts. We retain the interest earnings on our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Important Disclosures

Insurance products are offered through non-bank insurance agency affiliates of Wells Fargo & Company and are underwritten by unaffiliated insurance companies, with the exception of crop insurance which may be underwritten by an affiliated insurance company.

The coverage and limits presented in this proposal are a simplified outline of the respective insurance policies. The actual policies issued by the insurance company govern the coverage provided, and should be read for coverage terms, limits of liability, definitions, and conditions pertaining to your specific insurance program.

This proposal is based on exposures to loss and other underwriting information provided by the customer and made known to Wells Fargo Insurance Services USA, Inc. You must report all additions or corrections to these exposures so we may arrange the proper coverage.

All property values used in this proposal were provided by the customer and should be carefully reviewed and/or appraised for accuracy. Higher limits and additional coverages may be available upon request.

Wells Fargo Insurance Services USA, Inc. has attempted to place your business insurance with markets that have displayed evidence of being properly managed and of strong financial condition. For more information about Wells Fargo Insurance, insurance carrier selection and monitoring, please refer to the section on Evaluating Financial Strength and Capacity of Insurance Markets. In the pages that follow, there may be proposals from companies that are identified as Non-admitted or Surplus Lines insurers. This designation means the insurance company is not licensed to do business in your state of domicile. The facts you should consider before placing coverage with a Non-admitted insurance company are as follows:

- If the insurance company becomes insolvent, the state insolvency fund will **not** cover any claims.
- Non-admitted carriers do not have to file their rates with the state and therefore their rates are not regulated.

Flatiron Capital, a premium finance company, is an affiliate of Wells Fargo Insurance Services USA, Inc. The use of Flatiron Capital is not a requirement for the purchase of insurance.

The extension of credit or the provision of bank products or services through Wells Fargo Bank, N.A., or its affiliates is not conditioned on and does not require the purchase of insurance through Wells Fargo Insurance Services USA, Inc.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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When to Notify Wells Fargo Insurance

It is important that you advise Wells Fargo Insurance of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risks on the basis of the information given. Any variation of these details could lead to complication in the event of a loss.

These changes may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions.
- Personnel traveling overseas/on temporary assignment overseas/working on military bases.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Purchase, sale, lease, construction, or occupancy of new premises; real estate alteration, vacating the premises, or temporary unoccupancy; extension or demolition of existing premises. This applies for both domestic and foreign locations.
- Increase in values of building, business personal property, or inventory for both scheduled and unnamed locations.
- Removal of business personal property or stock to new or temporary locations.
- Addition of new locations, equipment, or vehicles, whether hired, purchased, leased, or borrowed.
- Changes in processes, occupancy, products, revenue, sales, or business operations.
- Addition, alteration, or temporary disconnection of fire or burglary protection systems.
- Use of owned or non-owned aircraft or watercraft.
- Major changes in value or nature of goods being shipped.
- Employment of personnel in states in which you were previously not doing business.
- Election or appointment of a new C.E.O. or C.O.O., or change in control of either the Board of Directors or the stock ownership of the company.
- Changes in ERISA Plan Assets.
- Any written contracts executed with contractor, subcontractors, suppliers, or others.

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Terrorism Risk and Insurance Act 2002 (TRIA)

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least 5 million dollars and must have been committed by an individual or individuals, as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

See the section of this notice titled **Selection or rejection of terrorism insurance coverage**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in this disclosure.

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

This proposal is merely a descriptive summary of coverage provided by the Insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the Insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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General Provisions

Please read this document carefully, and advise if any provisions contained herein are unclear or incorrect, and advise your Wells Fargo Insurance Services USA, Inc. ("Wells Fargo Insurance") team immediately if any coverage is not reflected correctly or if any risks or potential risks have not been identified.

This document states the A. M. Best Company rating for each listed insurance company. Ratings are based on overall performance and financial strength. Performance ratings range from a low of "C-" to the highest rating assigned, "A++." Some insurance companies are subject to "Not-Assigned" categories. Financial size categories range from "T" (up to \$1,000,000 in surplus) to "XV" (\$2,000,000,000 or more in surplus).

Admitted insurance companies afford certain regulatory protection not extended to non-admitted insurance companies. For example, your state's Insurance Guarantee Association does not offer its loss protection to non-admitted insurance companies in the event of insolvency.

When, in Wells Fargo Insurance's judgment, it is necessary or beneficial to do so, we will utilize the services of other intermediaries, sometimes referred to as Wholesalers or Managing General Agents (MGA's), to assist in accessing coverage for insureds or prospects. Such wholesale intermediaries may or may not be affiliated with Wells Fargo Insurance, and would be compensated by the insurance company out of insured-paid premiums.

In some instances, insurance coverage placements made by Wells Fargo Insurance require the payment of state surplus lines tax and fees, in addition to the insurance premium itself. Wells Fargo Insurance will attempt to identify any such applicable tax and fees in advance of requesting coverage bound. In all instances, however, payment of any surplus lines tax and fees is the sole responsibility of the insured.

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Who we are

We value personal relationships and exceptional client service, and we recognize that each client's insurance needs are unique. So we make it our business to know your business.

As one of the largest insurance brokerages in the world, we have worked hard to establish trusted relationships across the country. Our local teams are ready to serve corporations, public entities, private companies, nonprofit organizations, and high-net-worth individuals.

Because of our size and our close relationships with highly rated insurance carriers, we are able to negotiate excellent rates and obtain access to select products. When you work with Wells Fargo Insurance, we can recommend optimal solutions with very competitive pricing.

Consider our advantages:

- **Financial strength.** Thanks to the power of Wells Fargo, we have capital resources that insurance-only brokerages often don't.
- **Resources.** We connect sales and services teams across the country, all of whom share practical advice and risk mitigation approaches. This gives you access to our national resources through our local offices.
- **Experience.** Our industry practice groups have years of experience working within targeted segments. We go beyond standard insurance recommendations by applying in-depth industry knowledge that typically isn't found in smaller firms.
- **Technology.** Our value isn't just the solutions we create – it's how we deliver them. Our leading-edge technology can streamline operations and help reduce administration.
- **Flexibility.** Thanks to our extensive domestic and global brokerage network, we can offer a variety of choices versus a one-size-fits-all solution.
- **Convenience.** Whether by phone, online, or in person, we're available to provide guidance and answers at times when it matters most.
- **Efficiency.** Since we're part of Wells Fargo, we can help you consolidate multiple financial services with a single provider.

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Property and Casualty Resources¹

Employment Law Online Services

Credible, convenient, and quick advice — documented advice is available online and toll-free from experienced employment law attorneys. Receive documented, confidential answers to your specific human resources/employment law questions no later than the end of the next business day.

Summit Training web

As a component of our risk control support, our clients have access to over 150 online safety courses. Our value-added tool through Summit Training Source is the premier resource for environmental, health, and safety training solutions.

Crisis Response Public Relations Hotline

Conventional wisdom says that people are inclined to believe the first story they hear. That makes communicating first, effectively, and across multiple channels critical to successfully navigating a crisis. Wells Fargo Insurance now offers the means to manage your crisis. A third party provider to support a 24/7 Public Relations Crisis Response Hotline may be used and made available to Wells Fargo Insurance clients.

Workers' compensation experience modification management

To help our clients reduce costs, Wells Fargo Insurance may utilize NIAS, Inc. and the AcuComp Process to enable favorable adjustments to our clients' experience modification factor.

Risk management

Insurance premiums represent only one component within your Total Cost of Risk. The risks that you retain in the form of deductibles or retentions represent significant opportunities for risk control and expense management.

Wells Fargo Insurance will tailor a service plan to meet your needs. The following is a sample of additional services that we provide.

Risk control and engineering

- Risk evaluation and assessment
- Environmental, health, and safety training advisors
- Consulting on property protection and engineering
- Regulatory review and compliance services
- Fleets and transportation risk

Financial analytics

- Loss forecast and accrual analysis
- Risk retention analysis
- Program comparison and cash flow modeling
- Cost of risk allocation
- Risk bearing capacity analysis
- Benchmarking

Claims consulting and solutions

- Claims program best practices
- Claims services administrator marketing and selection
- Claims services provider auditing and quality measurement
- Claims program analytics and metrics

¹ *Some services require additional fees and may be offered directly through third-party providers.*

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CyberSure® Quick Reference Guide

Property and Casualty

CyberSure® web-based customer service and support available 24/7/365.

Your business never stops. Why not partner with the broker that never closes?

Plus “answers”:
Online training solutions and disaster recovery planning available at a modest fee.

*CyberSure® is available at **no cost** to you. Take advantage of this time-saving tool. Contact your account team today and request a CyberSure® login!*

Available for property and casualty clients:

E-services

Certificate management

Issue your own certificates in the same amount of time it takes to submit a request to your broker. Store copies online and “go green.”

Claims management

Report claims and monitor history.

Fleet management

Manage changes to your fleet of autos.

Policy requests and changes

Add, change, or delete locations, equipment, and other exposures.

My account team

A customized directory of all those who support your risk management and insurance program.

My documents

Collaborate with your account team via convenient and secure upload and download of documents.

Resources

Loss prevention

Your Safety Committee’s one-stop shop for loss prevention resources.

Risk management “toolbox”

Articles, checklists, and other resources customized for a wide array of industries.

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TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: June 16, 2015

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

DATE: June 2, 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: Authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County District Attorney's office and the Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 021-461-27, for an Administration and Logistics Facility located at 4835 Longley Lane; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including an appraisal and a survey, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition. (All Commission Districts)

SUMMARY

It is recommended that the Board of Fire Commissioners authorize staff to proceed with the negotiation and due diligence of a potential acquisition of APN 021-461-27 located at 4835 Longley Lane for an Administrative and Logistics Facility. In order to meet the desired timeline, staff must actively begin the negotiation and due diligence on this potential site, or risk increase in values, or loss of the opportunity. If the final terms and conditions support moving forward, staff will return to the Board for review and final approval.

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

PREVIOUS ACTION

May 18, 2015, the Board of Fire Commissioners approved the District's FY 15/16 Budget and adopted the Capital Improvements Plan for Fiscal Year 2016, which includes funds allocated for the purchase of an Administration and Logistics Facility.

BACKGROUND

Truckee Meadows Fire Protection District desires to begin planning for the future facility needs of the District. In order to achieve long term sustainability, staff is recommending consideration of an Administration and Logistics Facility. The administrative staff is currently located at the County Complex in Building D in a space of approximately 4500 sq. ft. for which the District pays the County through the Cost Allocation Plan an estimated \$130,000 annually. This space is completely utilized at this point and any additional staffing needs will exceed the current capacity of the space. Furthermore, logistics storage is now located in the Armory which has many challenges – the two main issues being the condition of the roof and the lack of heat for the facility.

Staff has evaluated multiple options for the best alternative for a flexible space that offers the administrative and logistics space that will work long term for the District.

Staff is requesting authorization to proceed with negotiations for potential acquisition of a property located at 4835 Longley Lane, APN #021-461-27; and if an acceptable price is achieved, upon completion of the due diligence process, staff will return to the Board for a final review and approval.

FISCAL IMPACT

The cost for this action is limited to the due diligence expense, and shall be funded from the Capital Projects Fund, any final recommendation that supports acquisition will have the funding program defined for discussion and approval at that time.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County District Attorney's office and the Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 021-461-27, for an Administration and Logistics Facility located at 4835 Longley Lane; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including an appraisal and a survey, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition.

POSSIBLE MOTION

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

"I move to authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County District Attorney's office and the Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 021-461-27, for an Administration and Logistics Facility located at 4835 Longley Lane; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including an appraisal and a survey, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition ."

Nevada Industrial Brokerage

John Di Francesco — (775) 813-3678

Industrial Property For Sale

Airport View

4835 Longley Lane, Reno, NV 89502



Price:	\$2,350,000
Building Size:	19,498 SF
Price/SF:	\$120.53
Property Type:	Industrial
Property Sub-type:	R&D
Additional Sub-types:	Flex Space
	Industrial-Business Park
	Manufacturing
Property Use Type:	Vacant/Owner-User
Commission Split:	2.5%
No. Stories:	2
Year Built:	1988
Clear Ceiling Height:	22 ft.
Dock-High	3
Doors/Loading:	
Drive In/Grade-Level	1
Doors:	
Lot Size:	2.02 AC
APN / Parcel ID:	021-46-127
Parking Ratio:	5 / 1,000 SF
Listing ID	18575385
Last Updated	10 days ago

[Find Out More...](#)

Highlights

- 2000 Amps of Power 480Volt
- Two sand Oil Separators
- Lays out well for rooftop Solar Panels East / West
- Excellent Labs area special tops and built in cabinets
- Primary Space is 16439 Sq. Ft. Second suite rented Mo. to Mo 3059 Sq.Ft.

- Many possible uses.

Description

This building is an excellent multi-purpose class A facility. It is approximately 19,498 sq. ft. located on 88,000 sq. ft. of land 2.02 ac.. Building to land coverage of 22%. There is ample room for expansion, yard or expansive parking. The building was extensively renovated for the former tenant and has been maintained to high standards.

Many features make this building unique and very adaptable for many uses. It is 90% plus air conditioned; it has approximately 13,800 sq. ft. of general purpose offices, large conference / training room. There is a full kitchen, dining or lunch room which can cater large groups and conferences. There are three lab areas that can be easily converted to food preparation or banquet facilities. Butcher block counter tops with stainless steel sinks and appliances are extensive.

The facility has two sand oil separators that can be used for labs or cooking operations. There is high speed internet, with Charter Communications immediately next door for fast and inexpensive cable, internet and telephone bundling available. There is direct cabling between the buildings and the Charter service center adjacent. Broker has an ownership interest.

The subject building is located in the heart of the Airport Industrial Corridor. Longley Lane is a high traffic secondary arterial highway with close proximity to commercial, retail, restaurants and industrial supply companies. South Meadows Mall, Macy's, Trader Joe's and 24 hour Fitness also are in the immediate proximity.

Major shipping companies are located very close; UPS, Fed Ex Ground and Fed EX AIR are approximately 1/2 mile from this location.

The location of South McCarran Boulevard leads to the two major freeways systems 395 North and South and I80 East and West. Construction is underway for the Southwest Connector which also will be located less than 1 mile away.

Map of 4835 Longley Lane, Reno, NV 89502 (Washoe County)



Additional Photos



North Side Tenant II entrance



One of Three Dock High Doors



Front of Building Facing Southwest



Front Lobby reception desk



Front entrance



Large Conference or Training Room



Back of Building from Aircenter Cir.



East - West Roof Prime for Solar Panels



Kitchen and lunch room



Kitchen Food Prep area



Large yard area, expansion area, fenced yard



Front Reception Desk

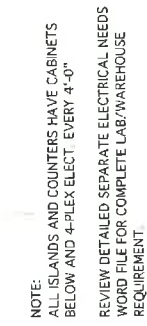
Created 2/21/2014



Upstairs Office area - File storage

14,516 GSF	1,800 GSF	16,318 RSF
TOTAL GROUND	+ TOTAL SECOND	= KLEINFELDER
FLOOR AREA	FLOOR AREA	AREA

RE-FURBISH EXISTING
COUNTER TOP & CABINETS
AS NEEDED



	2006	2007	2008	2009
P.O.	18	19	19	22
WRKST	13	13	14	15
TECHS	15	16	17	29
TOTALS	46	48	50	56

CONCEPT PLAN - F
6/21/05

PROVIDE COST
ESTIMATE FOR 2'-0" GLASS-SIDELIGHTS
FOR ALL OFFICES



A vertical scale in feet with markings at 0, 5, 10, and 20. The scale is labeled "SCALE IN FEET" at the bottom.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: February 24, 2015

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

DATE: February 9, 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: Authorize the Fire Chief in conjunction with the Washoe County District Attorney's office, and Washoe County Property Program Manager to enter into a Purchase and Sale Agreement for a 3.00 acre (+/-) parcel of a portion of APN 044-300-10 to be used as a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street, and to authorize the opening of escrow by deposit of the amount of \$50,000 as called for in the Purchase and Sale Agreement; fiscal impact not to exceed \$1,307,000 for acquisition. (All Commission Districts.)

SUMMARY

It is recommended that the Board of Fire Commissioners authorize the acquisition of a 3.00 acre parcel to accommodate a replacement for Fire Station #14 which is currently located at 12300 Old Virginia Road.

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

PREVIOUS ACTION

Oct. 28, 2014, the Board of Fire Commissioners approved the request by staff to preform due diligence on the subject parcel to allow time for the schematic plan to be developed for the proposed future use of this location for a replacement for Station 14.

May 18, 2015, the Board of Fire Commissioners approved the District's FY 15/16 Budget and adopted the Capital Improvements Plan for Fiscal Year 15/16, which includes funds allocated for the purchase of land to relocate Fire Station #14.

BACKGROUND

TMFPD Staff has determined that the existing Station 14 is in need of replacement due to age and functional obsolescence. The current location is not ideal as the station is located in a highly congested retail center. The truck bay floods whenever there is significant rain. The current quality of the building is low for the reason it was constructed as a series of modular buildings and the condition is worn.

Staff has engaged an architectural firm to study a possible layout of the fire station and the size and shape of the proposed lot size is adequate for the needs of the District. Staff received an appraisal of the property and the proposed offer is consistent with the value identified in the appraisal.

The subject parcel is currently zoned MDS, and will require a new parcel to be created and special use permit for the new station to be constructed. The parcel is within the boundary of Truckee Meadows Fire Protection District.

The District will have 30 days to perform whatever additional due diligence that may be required. A topographical survey, utility assessment and turning radii for trucks have been completed. The District may elect to perform a soils test.

FISCAL IMPACT

The cost for the acquisition shall be funded with cash and the amounts were approved in the FY 15/16 budget.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners Authorize the Fire Chief in conjunction with the Washoe County District Attorney's office, and Washoe County Property Program Manager to facilitate the acquisition of and to open escrow on a 3.00 acre (+/-) parcel of a portion of APN 044-300-10; for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street.

POSSIBLE MOTION

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

"I authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County District Attorney's office, and Washoe County Property Program Manager to facilitate the acquisition of and to open escrow on a 3.00 acre (+/-) parcel of a portion of APN 044-300-10; for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street."

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of **June 16, 2015** by and between **South Hills Investment Company** ("Seller"), and **Truckee Meadows Fire Protection District** or his Assignee ("Buyer") with reference to the following:

1. **Purchase and Sale.** Upon all the terms and conditions contained in this Agreement, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer, that certain real property located at north east corner of Foothill Road and Broken Hill Road, Reno, NV 89502 also known as an approximate 3 acre portion of APN: 044-300-10 ("Property"). The final configuration of the Property shall be agreed to by Buyer and Seller and defined in an exhibit attached hereto.
2. **Escrow.** Within ten (10) business days after the date this Agreement has been signed and delivered by and between the parties hereto, an escrow ("Escrow") shall be opened with First American Title (Margie Roma) ("Escrowholder"), by Seller delivering a fully executed copy of the Agreement to Escrowholder along with the Deposit in the amount of Fifty Thousand Dollars (\$50,000.00), from Buyer, referred to in Section 4(a) below. Seller, upon execution of this Agreement, and at Seller's expense, shall deliver to Buyer any pertinent information in Seller's possession.
3. **Close of Escrow.** The terms "Closing" and "Close of Escrow" shall mean the completion of the purchase, exchange of money and documents, recording of the Grant Deed and Delivery of possession of the Property to Buyer. The closing of the purchase and sale of the Property shall take place through Escrow on or before September 30, 2015 ("Closing Date").
4. **Purchase Price.** The total purchase price ("Purchase Price") for the Property shall be One Million Three Hundred Seven Thousand Dollars (\$ 1,307,000.00). Purchase price shall be paid in all cash at close of escrow.
5. **Costs and Prorations.**
 - (a) Buyer and Seller each shall pay one-half (1/2) of all Escrow fees, transfer fees and recording costs.
 - (b) Seller shall pay all recording costs and the cost of the policy of title insurance referred to in Section 6 (b) below.
 - (c) Buyer and Seller shall each bear their own respective legal and accounting costs outside of escrow.
 - (d) All real property taxes (including any non-delinquent general and special bonds and assessments) on the Property (based upon the latest available tax information) shall be prorated through Escrow between Buyer and Seller as of the Closing using the customary escrow procedures.

- (e) Buyer shall pay for all costs incurred with regard to the creation of a new parcel as well as any entitlement costs necessary for Buyer's intended use.
- (f) All other costs or expenses not otherwise provided for in this Agreement, if any, shall be apportioned or allocated between Buyer and Seller in the manner customary escrow procedures.

6. Conditions to Closing. The obligations of Seller and Buyer to complete the purchase and sale of the Property are subject to satisfaction or waiver by the appropriate party of the following conditions at or prior to Closing:

- (a) Transfer and Possession. Seller shall deliver into Escrow an Executed and recordable Grant Deed in form sufficient to convey good and marketable title to the Property to Buyer, subject only to the matters described in the next following subsection. When all required funds and instruments have been deposited into Escrow by the appropriate parties, and when all other conditions to Closing have been fulfilled, or waived by the appropriate party, Escrowholder shall cause to be recorded such Grant Deed, whereupon Buyer shall be entitled to possession of the Property.
- (b) Title. Escrowholder shall be prepared or committed to deliver to Buyer an Owner's policy of title insurance, dated as of the Closing, insuring Buyer in an amount equal to the Purchase Price, and showing title vested in Buyer subject only to:
 - (i) Non-delinquent real property taxes (including and non-delinquent general and special bonds or assessments);
 - (ii) The printed exceptions contained in the foregoing title insurance policy;
 - (iii) All other matters approved in writing by Buyer; and
 - (iv) All matters shown on current preliminary title report, which shall have been reviewed and approved of by Buyer upon execution of this agreement.
- (c) Phase I. The Buyer, at their sole cost and expense, shall have the right to perform Phase I or Phase II testing they deem necessary. If the testing does not come back in a manner acceptable to Buyer notice shall be given to the Seller with a list of unacceptable findings, and if the Seller is not willing to remedy the property is a manner acceptable to the Buyer this Agreement shall be terminated without damages, penalty, charge or sanction of any kind to Buyer, to whom the entire deposit shall be returned.
- (d) Approval from necessary governing bodies including but not limited to the Truckee Meadows Fire District Board and/or the Washoe County Board of County Commissioners.

- (e) Lot line adjustment. Buyer, at their sole cost and expense, shall have the lot line adjusted to create the three acre parcel outlined in the attached drawing. The Buyer shall have ninety (90) days from the signed Purchase and Sale Agreement to satisfy this requirement. The requirements of this Paragraph are not subject to the liquidated damages provision at Paragraph 9(b). As such, if the Buyer is unable to perform as indicated in this Paragraph within the 90 days provided for, Seller may (1) grant an extension or (2) this Agreement shall be terminated without damages, penalty, charge or sanction of any kind to Buyer, to whom the entire deposit shall be returned.

7. Title & Warranties. Seller hereby represents warrants and covenants as follows:

- (a) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.
- (b) Seller has not received notice of any defaults under the First Note and/or First Deed of Trust.
- (c) Prior to Close of Escrow, Seller shall manage and maintain the Property in accordance with its established practices.
- (d) Except as disclosed by Seller prior to execution hereof, there are no leases or other similar agreements which will affect Buyer or the Property subsequent to the Close of Escrow.
- (e) Seller has no actual knowledge of any claim, litigation, proceeding or governmental investigation pending against or relating to the Property, and Seller does not have any belief that there is basis for any such claim, litigation, other proceeding or governmental investigation.
- (f) Seller has no actual knowledge of any notice of violation of any applicable zoning regulation or ordinance or other law, order, ordinance, rule, regulation, code or requirement, or of any covenant, condition, or restriction affecting or relating to the construction, use or occupancy of the Property.
- (g) Seller has no actual knowledge that the subject Property does not conform to all applicable zoning regulations and ordinances affecting or relating to the construction, use or occupancy of the Property.
- (h) Seller has no actual knowledge of any encroachments onto the Property of improvements located on any adjoining property, or of any improvements located on the Property encroaching onto adjoining property.
- (i) Seller has no actual knowledge of any intended public improvements which will result in any change being levied or assessed against, or in the creation of any lien upon the Property.

- (j) Seller has no actual knowledge of any pending or contemplated condemnation of the Property, or any part thereof.
- (k) All of the documents, information, and records provided shall, to the best knowledge and belief of the Seller, contain true and accurate information except as otherwise disclosed to Buyer in writing.
- (l) To the best of Seller's knowledge, the Property does not and has never contained any hazardous or toxic wastes, without limitation, under any applicable federal, state or local laws or regulations.

8. Assignability. Buyer shall have the right to assign his rights hereunder to one or more nominees, provided that any such nominees shall assume all of the obligations contained herein.

9. Time of Essence and Escrow Cancellation. Time is of the essence of every provision of this Agreement in which time is an element. If not executed, this Purchase Agreement will expire at 5:00 PM, June 26, 2015.

- (a) Seller's Failure. If Seller fails to deposit a recordable Grant Deed pursuant to Section 6(a) above, or Seller cannot by the Closing convey title to the Property subject only to the matters described in Section 6(b) above, then Buyer at its option may terminate this Agreement and the Escrow by giving written demand to Seller and Escrowholder within the applicable period or periods provided above. Thereupon:
 - (i) Escrowholder shall promptly return to Buyer the Deposits and Escrowholder shall return all other instruments to the parties who deposited the same;
 - (ii) All title and escrow cancellation charges shall be paid by Seller.
 - (iii) Each party shall be fully and completely excused and released from any further obligations hereunder or liability of any nature or amount whatsoever to the other party. If Buyer decides not to terminate this Agreement as provided above, then Buyer shall have any legal right to compel specific performance of Seller in accordance with the terms of this Agreement.
- (b) Buyer's Failure. Except as provided in Paragraph 6(e), if Escrow does not close due to Buyer's default following the inspection provided for in Paragraph 6(c) above and Buyer did not provide the notice called for in Paragraph 6(c), the Escrowholder is irrevocably instructed to deliver the Initial Deposit to Seller as liquidated damages for Buyer's failure to complete the purchase, it being acknowledged by Buyer and Seller that the damages which seller would sustain would be impracticable or extremely difficult to fix or determine. Buyer and Seller agree that Seller's economic detriment resulting from the removal of the Property from the real estate market and other activities in furtherance of the agreement would be extremely difficult to ascertain. Accordingly, Buyer and

Seller agree that the initial nature of negotiations which preceded acceptance by Seller of Buyer's offer to acquire the Property that the actual damages caused Seller by the failure to close escrow would be extremely difficult to establish. In addition, Buyer desires to have a limitation on its potential liability to Seller if this transaction fails to close. Therefore, in order to induce Seller to waive all other remedies Seller may have in the event of breach by buyer of its obligations hereunder, Buyer and Seller have agreed to the concept of liquidated damages as set forth herein, with the amount and timing of the payment having been the subject of negotiation between the parties. By placing their initials below, Buyer and Seller acknowledge that they have read, understood, and agreed to be bound by this liquidated damages provision.

Seller's Initials

Buyer's Initials

10. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transaction contemplated under this Agreement.

11. Survivability. All covenants of Buyer and Seller which are expressly intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. Any agreements, understandings, warranties or representations not expressly contained herein shall in no way bind either Seller or Buyer. Seller and Buyer each expressly waive any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement which is not contained in or attached to this Agreement.

12. Broker's Commissions. The parties acknowledged that the sale of the Property is subject to a brokerage commission which shall be payable in full upon Close of Escrow to Colliers International in the amount of 4% of the gross purchase price. Escrowholder is hereby instructed to make such payments by Seller on the closing date out of the sale proceeds.

Except as expressly set forth above, Seller and Buyer each represent to the other that, to the best of their knowledge, no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensees or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

13. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be otherwise specified in the Agreement. All

rights, remedies, undertakings, obligations, options, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of the other.

14. Attorney's Fees. In the event of any declaratory or other legal or equitable action instituted between Seller, Buyer and/or Escrowholder in connection with this Agreement, Buyer and Seller and Escrowholder shall be responsible for its or their own costs and fees, of whatever kind or nature, including but not limited to court costs and attorney's fees and costs.

15. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to the other party or to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered return receipt requested, postage prepaid, addressed to the party for whom intended as follows:

If to Seller:

Mr Ben Farahi

3702 S Virginia Suite G2

Reno, NV 89502

775-825-3355 / benfarahi@biggestlittle.com

If to Buyer:

Truckee Meadows Fire Protection District

Attn: Chief Charles Moore

1001 E. 9th Street Building D

Reno, NV 89512

With a CC to:

Washoe County District Attorney's Division

C/O David Watts-Vial

PO Box 11130

Reno Nevada 89520

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received when signed for.

16. Disclosures Seller has no knowledge of the existence of lead based paint, mold, radon gas or any other harmful substances on the property. Upon execution of this contract Buyer accepts all responsibility in the event said substances are discovered.

17. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

19. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

20. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of Nevada and shall be governed and construed under the laws of the State of Nevada.

21. Amendments. No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

22. Counterparts. This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

23. No Representation By Seller. As of Close of Escrow, Buyer acknowledges that it has inspected, or has had the opportunity to inspect, the Property and observe its physical characteristics and conditions, and hereby waives any and all objections to the physical characteristics and conditions except as otherwise recited herein. Buyer acknowledges that neither Seller nor any of its employees, agents, or representatives has made any representations, warranties, or covenants by or on behalf of Seller as to any matters concerning the Property, the present or future usage of the Property, or the suitability of the Property for Buyer's intended use, except as contained in this Agreement.

24. Seller's Authority. Seller hereby represents and warrants to Buyer that neither the execution or delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, its partnership agreement or any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Seller is a party or by which Seller or any of Seller's properties may be bound. Seller further represents and warrants to Buyer that Seller is duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite powers and authorities to own its properties, and the individuals executing this Agreement and any documents in connection therewith have been duly authorized by all requisite action.

25. Buyer's Authority. Buyer hereby represents and warrants that neither the execution or delivery of this Agreement, the incurrence of the obligations herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of any of their terms, conditions, or provisions of, or constitute a default under, any agreement or any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Buyer is a party or by which Buyer or any of Buyer's properties may be bound. Buyer represents that the performance of this Agreement has been duly authorized by all requisite action and the individuals executing this Agreement or any other documents necessary to consummate this transaction on behalf of Buyer or his nominees and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“Buyer”

“Seller”

By: _____

By: _____

Dated: _____

Dated: _____

