

BOARD OF FIRE COMMISSIONERS

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

FIRE CHIEF

Charles A. Moore

DEPUTY 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, January 26, 2016

**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
- *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 the December 15, 2015 meeting.
 - B. Accept a Nevada Public agency Insurance Pool and Public Agency Compensation Trust Grant in the amount of \$3,000, with no required matching funds, for the purpose of providing ergonomics/lifting training to Truckee Meadows Fire Protection District personnel.
 - C. Approve a Resolution recognizing and confirming acquisition of land, by the Truckee Meadows Fire Protection District, for the construction of a new fire station.
- *5. Fire Chief Report:
- A. Demonstration of the New Lucas 2 Chest Compression System
 - B. Report and discussion related to fire district operations
 - C. Career Statistics and Report for December 2015
 - D. Volunteer Statistics and Report for December 2015
6. Approval of the Truckee Meadows Fire Protection District (TMFPD) Five Year Buyout of Workers' Compensation Claims for Fiscal Year 10-11 in the amount of \$304,133.25 per the Reno-TMFPD Interlocal Agreement. – Presented By Chief Fiscal Officer Vicki Van Buren
7. Recommendation to approve an Agreement in the amount of \$399,300 for Consulting Architectural/Engineering Services between Truckee Meadows Fire Protection District and TSK to provide professional services as defined in attachments A-1 and A-2 of the proposal dated December 22, 2015.

8. Approval of a Settlement and Mutual Release Agreement between the City of Reno and Truckee Meadows Fire Protection District in the amount of \$447,529.
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. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.
- *11. 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.
12. Adjournment.

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)
SIERRA FIRE PROTECTION DISTRICT (SFPD)**

TUESDAY

9:00 a.m.

DECEMBER 15, 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 9:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

15-0185F AGENDA ITEM 3 Public Comment.

Ian Satterfield, International Association of Firefighters Local 3895 President, stated Local 3895 hosted a blackjack tournament which raised \$5,000 for the Northern Nevada Children's Cancer Foundation. He said five to six families would receive money in the form of gift cards for food and fuel during a St. Baldrick's Foundation event at Fire Station 36.

CONSENT ITEMS 4A THROUGH 4B

15-0186F 4A Approval of minutes from the November 17, 2015 meeting.

15-0187F 4B Possible consideration and authorization to reclassify the five (5) remaining Firefighter/EMT Intermediate positions to Firefighter/Paramedic positions as they become vacant or to reclassify when a currently employed Firefighter/EMT Intermediate employee completes the District requirements to become a Firefighter/Paramedic, whichever occurs first.

There was no public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that the Consent Agenda Items 4A through 4B be approved.

AGENDA ITEM #4A

DECEMBER 15, 2015

PAGE 1

**15-0188F AGENDA ITEM 5 Presentation by Washoe County Health District -
Emergency Medical Services Oversight Program.**

Christina Conti, Emergency Medical Services (EMS) Program Manager, gave a PowerPoint presentation which provided details about the Health District, EMS, the EMS Oversight Interlocal Agreement, the EMS Advisory Board, the Regional Oversight Program, program duties, accomplishments and current projects with regional partners. She introduced members of her staff, Brittany Dayton, EMS Coordinator, and Heather Kerwin, Statistician.

Commissioner Jung expressed the importance of having an individual identification number assigned to a patient, client or victim, which would follow the individual starting with the emergency call. She asked whether this had been implemented.

Ms. Conti stated there was not an individual identification number. She said it was her understanding that even with the Computer Aided Dispatch (CAD) to CAD in place, there still would not be an individual identification number assigned. Each entity would assign their own number to a patient.

Commissioner Jung believed the Board needed to put more pressure on the entities to implement an individual identification number for the purpose of measuring the quality of care and the process. She also believed there should be a deadline for the implementation.

Commissioner Hartung agreed an individual identification number would be imperative for tracking patients. He noted the Truckee Meadows Fire Protection District (TMFPD) crews in the outlying areas provided information which was not always consistent with the information provided by the Regional Emergency Medical Services Authority (REMSA).

Ms. Conti noted while each entity did not have the same patient identification number, Ms. Kerwin was successful at matching 99 percent of the calls between entities and the Health District was still able to track patients. She mentioned quality improvement was another part of the process. Since the Health District did not receive patient care records, it relied on the investigation process to identify the different treatments that occurred. In response to a question by Commissioner Hartung regarding REMSA staffing, Ms. Conti remarked it was not the Health District's place to tell REMSA how to run their business; however, they did provide REMSA with their expectations. She was unsure how REMSA would handle their staffing process.

Chair Berkbigler thought the creation of one numbering system would simplify the process for all entities involved.

Ms. Conti concluded having one numbering system would be a daunting task due to the number of entities involved, but she hoped it would happen.

On the call for public comment, Thomas Daly expressed his concerns regarding REMSA being subsidized by tax payers. He stated no one knew how often and for what duration of time the fire departments were providing services to REMSA. He said the information was not being reported or collected, and REMSA was a monopoly which denied him the opportunity to have an alternate emergency service provider. He was also concerned REMSA had not agreed to the proposed set of terms and conditions within the Mutual Aid Agreement with the TMFPD regarding REMSA's ambulance response.

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

15-0189F **AGENDA ITEM 6** Fire Chief Report: A. Report and discussion related to fire district operations; B. Career Statistics' and Report for November 2015; C. Volunteer Statistics' and Report for November 2015.

Charles Moore, Truckee Meadows Fire Protection District (TMFPD) Chief, stated he and the County Manager's staff came up with an immediate plan to continue service in Gerlach in light of the recent resignations. The plan would be for the TMFPD to staff the Gerlach Fire Station 24 hours a day until a new plan was formulated. He noted meeting industry and the Occupational Safety and Health Administration standards was a challenge for the volunteer firefighters throughout the County's system. He added he did not believe meeting the standards were onerous; however, it was a challenge for the volunteer firefighters to find time to meet them. He concluded by stating the TMFPD would step in with a professional staff consisting of a fire captain and a paramedic firefighter to ensure there would not be a lapse in service.

Commissioner Herman said she saw this issue coming. She noted she had the letters of resignations in her hand, which were placed on file with the Clerk.

Chair Berkbighler asked if the TMFPD could send someone to Gerlach to provide training to anyone who wanted it.

Chief Moore replied the TMFPD could send someone there. He added the TMFPD had a record of communications with Gerlach which were replete with offers to provide training. The TMFPD had gone to the Gerlach Station to test their ladders, hoses, fire pumps and to complete various other testing which was a practice that would continue. He stated the training component was not onerous, Occupational Safety and Health Administration (OSHA) compliance took very little time and the ambulance license sign-off process took three hours every two years. He remarked the firefighting skills took the most amount of time but that some of it could be completed in-house. He

mentioned it had been difficult to coordinate a suitable time for the TMFPD to provide training in Gerlach due to the volunteer firefighters' availability.

Chair Berkbigler stated Gerlach was technically outside the TMFPD's footprint. She noted the importance of having a paramedic on the ambulance in Gerlach.

Chief Moore said Gerlach's ambulance was only able to provide Intermediate Life Support so the TMFPD would be upgrading it to offer Advanced Life Support. He stated he was confident some of the volunteer firefighters would return and there would also be new volunteers. He added there were five to seven volunteer firefighters, of which, only three actually lived in Gerlach proper. The main issue was that volunteer firefighters had very little fire experience. The main demand was for Emergency Medical Service (EMS), so the TMFPD wanted to ensure EMS was available. He said the TMFPD would speak to the Pyramid Lake Paiute Tribe and the Regional Emergency Medical Services Authority (REMSA) in the event additional support was required. In regards to wildland fire protection, he added the County contracted with the Nevada Department of Forestry.

Commissioner Lucey asked whether there would be a personnel strain for the TMFPD to provide coverage in Gerlach. He also asked if there was a worst case scenario plan if the TMFPD and the County Manager's Office were unable to find a solution to the situation in Gerlach. He mentioned the possibility of making the Gerlach Fire Station a paid station or bringing it under the footprint of the TMFPD. He inquired about the fiscal ramifications of those scenarios.

Chief Moore thought the TMFPD had enough depth within its staffing to cover Gerlach. He stated it was unlike an out-of-district assignment where the TMFPD firefighters would take on a wildland assignment for two weeks at a time in some other jurisdiction. The situation was more in line with an out-of-district deployment, so the TMFPD firefighters would be in Gerlach for 48 hours at a time. He added providing coverage in Gerlach would place some minor strain on some employees' time off. In regards to the worst case scenarios, he discussed four governance models which could be put in place to establish a long-term service for Gerlach. 1) The TMFPD could extend its boundaries to cover Gerlach, which would require a financial study to see if the TMFPD could afford to do that. 2) There could be a new fire protection district established in Gerlach. 3) The Legislature passed legislation to allow for the creation of a Rangeland Fire Protection Association. 4) A Gerlach General Improvement District would have fire protection powers.

Chief Moore also spoke about the turnaround time to transport a patient from Gerlach to the Renown Regional Medical Center. He noted the turnaround time was eight hours, which for a volunteer firefighter was a lot of time. He discussed the possibility of having another ambulance meet a transport halfway in order to lessen the turnaround time. He said it would take a little more thought to come up with other solutions, which would be presented at the appropriate time once they were vetted.

Commissioner Lucey requested staff to present a vetted process to the Board by January since there would have been at least two weeks of operations by that time.

Commissioner Hartung asked whether Gerlach had an airport to land a fixed-wing aircraft. He mentioned the TMFPD could potentially hire a medical ambulance service which could be faster and cheaper.

Chief Moore replied that he believed there was a landing strip, but he remarked the time had come for Gerlach to have a full-time employee to manage fire and EMS. Initially it would not have to be a Fire Chief position, but could be a Fire Protection Officer position which he added was used very successfully by the Nevada Department of Forestry in prior years. The Fire Protection Officer would be the coordinator whose duties would include the recruitment of volunteers, the management of fire prevention issues, and organizing responses. He added Bill Gooch, Gerlach Volunteer Fire Department Chief, had done an outstanding job for many years. He felt the solution would be for Gerlach to have at least one full-time employee with some intermediate support from the TMFPD. He mentioned the TMFPD's contract with the County required the TMFPD to provide oversight and training support, but not to actually manage the fire service in Gerlach.

Chair Berkgigler stated it was time for the County to place a full-time firefighter in Gerlach.

Chief Moore mentioned open burning had been difficult to do during the past few winters due to drought conditions; however, this was the first winter where conditions approached normal. He mentioned the TMFPD would like to see open burning occur when it was safe but there were conflicts with the County's Health District regulations for air quality.

Amy Ray, TMFPD Fire Marshal, explained open burning generally occurred in the spring and the fall. This was an effective program for residents to manage their vegetation and mitigate their fields and defensible space. The TMFPD issued permits with strict regulations. She said open burning was shut down on red-flag days or on days with large wind events. She mentioned during the past year over 400 residents took advantage of the program. She discussed the need to work with the Air Quality Management Division regarding open burning. She stated when residents called to see if they could burn, the TMFPD responded to and enforced the Air Quality Management Division's regulations and not the TMFPD's open burning regulations. She added even when outlying areas; such as, Red Rock, Gerlach and Palomino Valley were outside the inversion area, residents were not allowed to burn.

Commissioner Hartung asked whether Spanish Springs could be included with the outlying areas since they had some of the same issues. Ms. Ray stated the TMFPD would look at the County as a whole.

Chief Moore said there would be an agenda item in January to discuss dispatch. He stated he met with the Sparks Fire Chief who advised that Sparks had completed their Tiburon upgrade. Once Tiburon upgrades had been completed, the next issue would be the Computer Aided Dispatch (CAD) to CAD component which was very important towards meeting the short-term goals. He believed in the long-term, dispatch would work more efficiently if it was in one location. He noted having CAD to CAD would help manage incidents since there were issues concerning information sharing between the Public Safety Answering Points (PSAP) Center and REMSA.

15-0190F **AGENDA ITEM 7** Approve and execute final settlement and title paperwork with a closing date of December 28, 2015 for the acquisition of property located in the vicinity of Foothill Road and S Virginia Street (APN 044-300-09 and a portion of APN 044-300-10) to accommodate the replacement of Fire Station #14 in the total amount of \$1,310,577.69 including \$3,577.79 in escrow charges.

Chief Moore stated the parcel map had been recorded. Once the property closed, an architect would work on the Special Use Permit (SUP). Once the SUP was completed, the design process would begin. He hoped the groundbreaking would take place in the fall.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 7 be approved and executed.

The following agenda item #8 was heard by the Washoe County Board of Commissioners who convened solely as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District

15-0191F **AGENDA ITEM 8** Review and acceptance of the Truckee Meadows Fire Protection District's Audited Financial Statements for the Fiscal Year ended June 30, 2015.

Vicki Van Buren, TMFPD Fiscal Officer, read the staff report.

In response to a question by Commissioner Hartung regarding a potential funds transfer violation, Ms. Van Buren stated she spoke to the Nevada Department of Taxation and they asked her to provide a management letter stating that the Truckee Meadows Fire Protection District (TMFPD) did not believe a violation occurred when the budget was presented. She noted the Nevada Department of Taxation approved the budget and the transfers were approved within the budget. She added in the future the TMFPD would be more careful when transferring funds.

Commissioner Hartung stated he did not want the TMFPD to be in a state of violation even though the Nevada Department of Taxation said it was not a big deal.

Ms. Van Buren responded it was not her understanding it was a big deal and that the Nevada Department of Taxation was aware of the issue.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8 be accepted.

The following agenda item #9 was heard by the Washoe County Board of Commissioners who convened solely as the Board of Fire Commissioners for the Sierra Fire Protection District.

15-0192F **AGENDA ITEM 9** Review and acceptance of the Sierra Fire Protection District's Audited Financial Statements for the Fiscal Year ended June 30, 2015.

Vicki Van Buren, Fiscal Officer, read the staff report.

Chair Berkbigler asked which fiscal year the Truckee Meadows Fire Protection District and the Sierra Fire Protection District would be merging.

Ms. Van Buren stated the merger was scheduled to occur on June 30, 2016.

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

15-0193F **AGENDA ITEM 11** Announcements/Reports.

Commissioner Jung mentioned that the International Association of Firefighters Local 3895 might experience the same problem as the Regional Emergency Medical Services Authority (REMSA) in terms of staff retention and recruitment. She asked Charles Moore, Truckee Meadows Fire Protection District (TMFPD) Chief, to provide data regarding the TMFPD's retention plan. The data was to include the possible effects mass hiring by other entities would have on the TMFPD, how the TMFPD was going to retain firefighters, and how other entities' employment packages compared to the TMFPD's. She commented she did not want the TMFPD to be the training grounds for other organizations. Chief Moore said he would provide the data in January.

Commissioner Lucey concurred with Commissioner Jung's request and he asked for the TMFPD's plan regarding staff development. He wanted to ensure the firefighters had the support they needed as they moved through their careers with the TMFPD.

15-0194F **AGENDA ITEM 12** Public Comment.

Anthony Stobiecki stated residents in the Long Valley area had been trying for some time to get Emergency Medical Service (EMS) and fire protection. He

noted Gerlach was approximately 90 miles south of Long Valley, and it was difficult for EMS or fire service in Gerlach to respond in a timely manner. He said there used to be a letter of agreement with the Cedarville, California Fire Department in the mid-2000s that was now null and void. He stated residents were still waiting to get an answer from the County regarding a letter of agreement. He remarked that Commissioner Herman was the only one who reached out to the Long Valley residents. He added since the volunteer firefighters in Gerlach quit, the only source for fire permits was in the Reno area where there was no conception of what went on in Long Valley.

Katherine Snedigar said she was really excited when the volunteer fire department was set up in Palomino Valley. She added that it ended up being a disappointment since the volunteers were unable to participate in firefighting unless they took an operators' physical. She mentioned an incident where her house was saved by the volunteer firefighters. She noted Palomino residents paid for fire protection but did not receive it.

15-0195F **AGENDA ITEM 10** Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.

10:17 a.m. On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220, and to adjourn following the closed session.

* * * * * * * * * *

11:43 a.m. At the conclusion of the closed session, there being no further business to discuss, 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:
Michael Siva, Deputy County Clerk



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: January 26, 2016

CM/ACM _____
Finance WVB
Legal NOV
Risk Mgt. DE
HR _____

DATE: January 7, 2016
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: Accept a Nevada Public Agency Insurance Pool and Public Agency Compensation Trust Grant in the amount of \$3,000, with no required matching funds, for the purpose of providing ergonomics/lifting training to Truckee Meadows Fire Protection District personnel. (All Commission Districts)

SUMMARY

This Staff Reports recommends accepting a Nevada Public Agency Insurance Pool and Public Agency Compensation Trust (POOL/PACT) Grant in the amount of \$3,000, with no required matching funds, for the purpose of providing ergonomics/lifting training to Truckee Meadows Fire Protection District personnel (TMFPD).

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

PREVIOUS ACTION

The Board of Fire Commissioners has accepted grants from various organizations in the past.

BACKGROUND

Over the past several years, the District has experienced several workers compensation injury claims related to lifting equipment/patients, and while staff has been engaged in strenuous activities. The District's Safety Committee reviewed these injuries and recommended that the Training Division deliver ergonomics/lifting training to all of the District's staff.

Research was done to locate a program that would educate and train personnel in proper lifting techniques and body ergonomics. A local chiropractor, Dr. Nicolas Riley, was contacted who has delivered similar training to other agencies, including other regional fire departments. Dr. Riley prepared a proposal that will focus on preventive education that will likely reduce the number of injuries to staff members throughout the District, and reduce the cost of claims.

The plan to deliver this training to all staff members will involve hands on instructional sessions that will be done five times for each shift, over the course of three days (15 sessions). The proposed cost for this training is \$3,000.

In an effort to recover the cost to the District and fund this training, the District's worker's compensation insurer, POOL/PACT, was contacted to assist. POOL/PACT offers a risk management grant to member agencies, which is intended to reduce injuries, and subsequent claims. TMFPD submitted a grant application and was awarded \$3,000 to fund this training program.

POOL/PACT does not require any matching funds for this grant and the grant objectives should be fulfilled by the end of January if approved.

FISCAL IMPACT

Grant funds of \$3,000 are anticipated to cover the entire cost of training outlined in the Grant objective.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners accept a Nevada Public Agency Insurance Pool and Public Agency Compensation Trust Grant in the amount of \$3,000, with no required matching funds, for the purpose of providing ergonomics/lifting training to Truckee Meadows Fire Protection District personnel.

POSSIBLE MOTION

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

"I move to accept a Nevada Public Agency Insurance Pool and Public Agency Compensation Trust Grant in the amount of \$3,000, with no required matching funds, for the purpose of providing ergonomics/lifting training to Truckee Meadows Fire Protection District personnel."

Risk Management Grant Program

Risk Management Grant Program



Education Grant Application
(<http://www.poolpact.com/educational-control-excellence-program>)
(<http://www.surveymzmo.com/s3/854087/Loss-grant-app.asp>)



Risk Management Grant Application
(<http://www.poolpact.com/risk-management-grant-app.asp>)
(<http://www.surveymzmo.com/s3/927316/Loss-control-excellence-program-for-school-districts>)



POOL/PACT is pleased to offer members the opportunity to reduce risks and defray the costs of risk management programs through two grant programs.

The Educational Grant program may be applied for any time of the year. Each member is entitled to five grants of up to \$2,000.00 per person. These funds may be used to attend a risk management seminar or conference such as AGRIP, PRIMA, PARMA, SHRM or ASSE. These funds may also be used to host risk management centered training at your location or attending web based trainings.

The Loss Control Committee is currently accepting grant applications for funding. Examples of risk initiatives that may be eligible for funding include:

- Equipment that promotes employee safety (personal protective equipment).
- Equipment that promotes premises safety (signage, monitoring equipment, etc. .)
- Purchasing equipment or materials that facilitate OSHA or other regulatory compliance.
- Installing systems that reduce property risk.
- Other enhancements to risk management programs.

The following items are not eligible for grant funding: (1) firearms/tasers, (2) tactical equipment for law enforcement, (3) disposable goods, (4) exercise equipment, (5) automatic defibrillators (AED's), and (6) software programs. The Loss Control Committee may determine other items ineligible upon review.

Funding: Funds will be distributed as follows:

Risk Management Initiative	Matching Funds Required
Property Risk	50% funding available
Liability Risk	75% funding available
Workers Compensation Risk	75% funding available
Risk Management Training	100% funding available up to \$2,000 per employee



Risk Management Grant Validation Report

Grant #: _____

Member Entity: _____

Grant Amount: _____

Please tell us how your organization used a risk management grant from POOL/PACT to support your efforts in risk management.

Please attach receipts, paid invoices or other documentation of grant expenditures. Receipts must total the amount of the grant.

Signed _____

Date _____



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: January 26, 2016

CM/ACM _____
Finance JVB
Legal DDU
Risk Mgt. DE
HR _____

DATE: January 26, 2016
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 recognizing and confirming acquisition of land, by the Truckee Meadows Fire Protection District, for the construction of a new fire station. (Commission District 2)

SUMMARY

This Staff Report requests approval of a Resolution recognizing and confirming acquisition of land, by the Truckee meadows Fire Protection District, for the construction of a new fire station.

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

PREVIOUS ACTION

May 19, 2014, the BOFC approved the District's FY 14/15 Budget and adopted the Capital Improvements Plan for Fiscal Year 2015, which includes funds allocated for the purchase of land to relocate career Station #14.

October 16, 2014, the BOFC authorized the Fire Chief to begin negotiation on the potential acquisition of a subject property APN 044-300-09 (and a portion of APN 044-300-10) and to perform any due diligence as needed, including a Phase I and Phase II, 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.

On February 9, 2015, the BOFC authorized the Fire Chief to enter into a Purchase and Sale Agreement for a 3.00 acre (+/-) parcel of a portion of APN 044-300-10, 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.

May 18, 2015, the BOFC 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 land for Truckee Meadows Fire Protection District (TMFPD) Station #14.

December 15, 2015, the Board of Fire Commissioners authorized final approval of the sale and purchase agreement negotiated by Fire Staff and authorized the Chair to execute final settlement and title paperwork with a closing date of December 28, 2015 for the acquisition of the aforementioned property in the total amount of \$1,310,577.69 including \$3,577.79 in escrow charges.

BACKGROUND

Truckee Meadows Fire Protection District began planning for the future facility needs of the District in order to achieve long term sustainability. Staff recommended a new fire station site to replace the aging Station 14 which is currently located at 12300 Old Virginia Road. The current facility was constructed in 1966 and the designation by the County Assessor's office of the current condition is "Low". The existing Station 14 property was granted by Bennie J. and Eva Damonte on July 18th, 1967 to the Brown-Huffaker Volunteer Fire Department via a Deed, (Document 108243). On May 14, 1993, a small portion was granted to the Nevada Department of Transportation, by Deed under Document 1684019, approximately 2,111 feet or 0.05 of an acre.

The location and building structure of the current Station #14 is problematic due to the excessive retail traffic and physical constraints of the property.

Staff has evaluated multiple options for the replacement for Station 14 in conjunction with The Washoe County Property Program Manager and the Washoe County GIS Specialist. The property located in the vicinity of Foothill Road and S. Virginia Street (APN 044-300-09 and a portion of APN 044-300-10) was identified as a potential replacement location to accommodate Fire Station #14; The Seller is a willing party and endeavored to help the District achieve a parcel size and configuration that is effective and efficient for the future development plans. The subject property is also in Washoe County Sphere of Influence which makes it desirable for this department use. Staff is requesting approval of the final settlement and title paperwork with a closing date of December 28, 2015 for this property.

FISCAL IMPACT

The District's FY 15/16 Budget and adopted Capital Improvements Plan for Fiscal Year 2016 included funds allocated for the purchase of land to relocate TMFPD Station #14.

RECOMMENDATION

It is recommended that the Board approve Resolution recognizing and confirming acquisition of land, by the Truckee meadows Fire Protection District, for the construction of a new fire station.

POSSIBLE MOTION

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

"I move to approve a Resolution recognizing and confirming acquisition of land, by the Truckee meadows Fire Protection District, for the construction of a new fire station."

RESOLUTION

RECOGNIZING AND CONFIRMING ACQUISITION OF LAND, BY TRUCKEE MEADOWS FORE PROTECTION DISTRICT, FOR THE CONSTRUCTION OF A NEW FIRE STATION.

WHEREAS, pursuant to direction of the Board of Fire Commissioners on October 28, 2015, TMFPD staff negotiated a contract for the purchase of APN 044-300-09 and a portion of APN 044-300-10 for the purposes of a replacement location to accommodate Fire Station #14; and,

WHEREAS, on December 15, 2015, the Board of Fire Commissioners authorized final approval of the sale and purchase agreement negotiated by Fire Staff and authorized the Chair to execute final settlement and title paperwork with a closing date of December 28, 2015 for the acquisition of the aforementioned property in the total amount of \$1,310,577.69 including \$3,577.79 in escrow charges; and,

WHEREAS, on December 28, 2015, the Chair did appear and execute the final settlement and title paperwork for the acquisition of the aforementioned land in the amount of \$1,310,577.69 including \$3,577.79 in escrow charges,

NOW THEREFORE, be it resolved by the Truckee Meadows Board of Fire Commissioners as follows:

1. The Truckee Meadows Board of Fire Commissioners hereby recognizes and accepts the aforementioned purchase of land pursuant to the previous grant of authority and direction of the Board, and hereby directs staff to commence all such further actions as are necessary to record and vest the title of the property in the District, to initiate the construction of Fire Station #14, and to return to the Board for further authorization as required by law.

ADOPTED this 26th day of January, 2016 by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Kitty A. Jung, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST:

Nancy Parent, County Clerk



MEMORANDUM

January 13, 2016

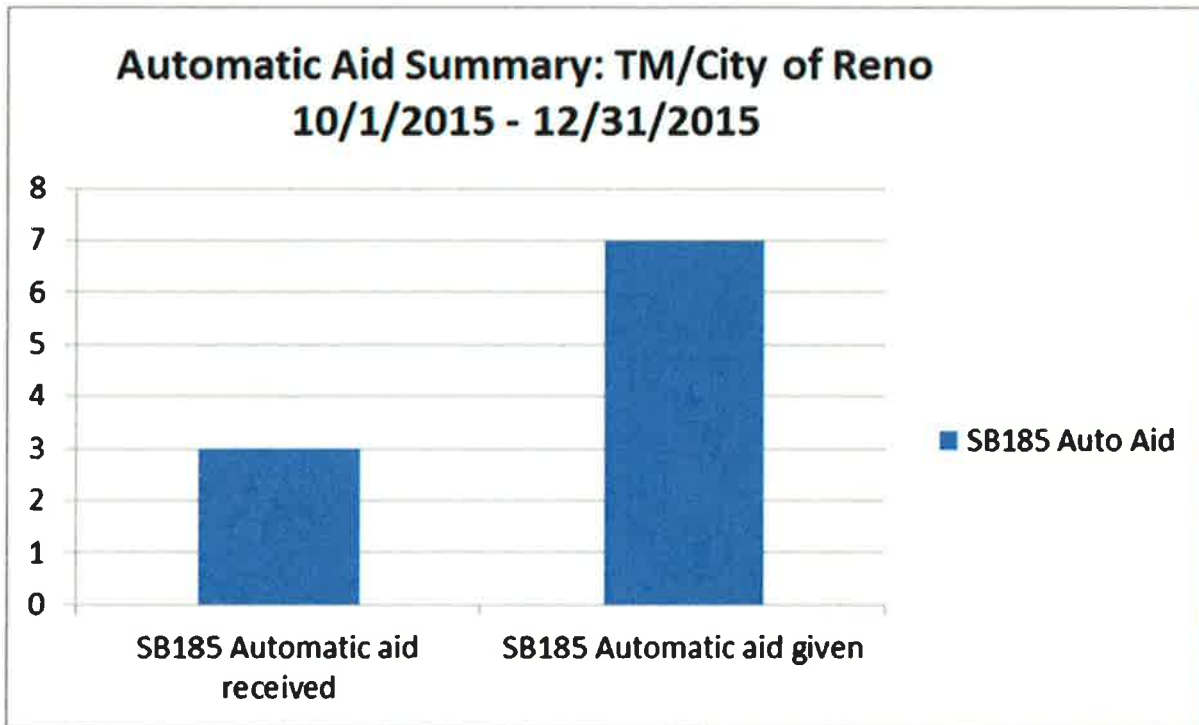
To: Board of Fire Commissioners
Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: Fire Chief's Report and Statistics for December 2015

Attached to this memorandum are statistical summaries for career and volunteer operations and training for the month of December 2015.

The following chart is summary of automatic aid with the City of Reno since inception to December 31, 2015.



AGENDA ITEM #5B

Comparison of Calendar Year Total Aggregate Response.

	Incidents
Calendar Year 2013	7657
Calendar Year 2014	7933
Calendar Year 2015	8679

Increase in volume:

Calendar Year 2013 - 2014	3.60%
Calendar Year 2014 - 2015	9.40%
	13.30%

	2013 Incidents	2014 Incidents	2015 Incidents
Activated Fire			
Alarm	319	321	310
EMS/Rescue	5100	5606	6207
Fire	300	236	237
Good Intent Call	1337	1126	1155
Haz-Mat	146	152	181
Other	25	19	14
Public Assist	425	453	558
Severe Weather	5	20	17

Volunteer Program Update:

I will give a report on Volunteer reform and program updates. The District will launch a recruiting drive for new members later this month.

Holiday Tree Recycling:

The District provided support for KTMB's holiday tree recycling program. District stations served as convenient drop off locations and donation sites. At least two thousand (2000) + trees were collected at:

- Station 16 East Washoe Valley
- Station 17 Spanish Springs
- Station 18 Cold Springs
- Lemmon Valley VFD Station 223
- Silver Lake VFD Station 221
- South Valley VFD Station 301
- Trees were then transferred to chipping locations at Bartley Ranch and San Rafael Parks

Special thanks to Vince Thomas, Goat Grazers, Lemmon Valley Volunteer Firefighters Dave Rebhan and Tyler Edlerkin, Lemmon Valley Volunteers, Dave Walizer, Silver Lake Volunteer and Shad Vetrock, TM Fire Equipment Operator and crews at Station 17, 18, 16.





TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

December 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.

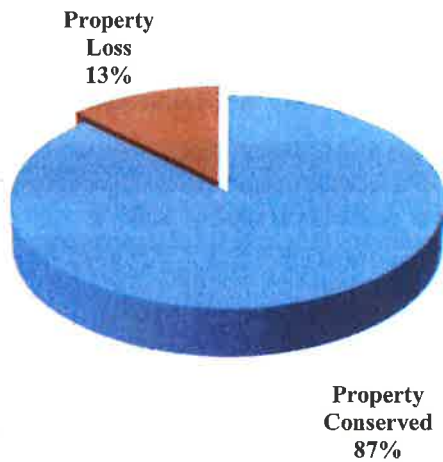
Monthly Call Volume by Station & Type													
INCIDENT TYPE	STATION/DISTRICT												
	13- Stead	14- Damonte Ranch	15- Sun Valley	16- E. Washoe Valley	17- Spanish Springs	18- Cold Springs	30- W. Washoe Valley	35- Verdi/Caughlin	36- Arrowcreek	37- Hidden Valley	39- Galena Forest	Other	TOTAL
Structure Fire	1	1		1					1				4
Wildland Fire													0
Vehicle/Trash/Other Fire	3		4		1				1	1			10
Emergency Medical Services	59	36	152	20	89	49	2	28	33	17	7	2	494
Motor Vehicle Accident	5	9	14	2	12	4	11	6	2	1	4		70
Rescue	1												1
Haz-Mat/Hazardous Condition	2	2	1	4	4	2	2	1	4				22
Public Assist	6	2	5	3	6	1	3	1	4	3	1		35
Good Intent Call	10	8	19	3	9	2	9	4	3	20	13		100
Activated Fire Alarm		3	2		5	4		4	1	3	2		24
Severe Weather Related													0
Other					1								1
DECEMBER 2015 TOTAL	87	61	197	33	126	63	27	44	49	45	27	2	761
DECEMBER 2014 TOTAL	74	65	201	36	154	63	7	38	52	43	33	3	769

In the month of December, 2015 the TMFPD responded to 761 incidents, for a cumulative total of 8,679 incidents in the past twelve months.

AGENDA ITEM #5C

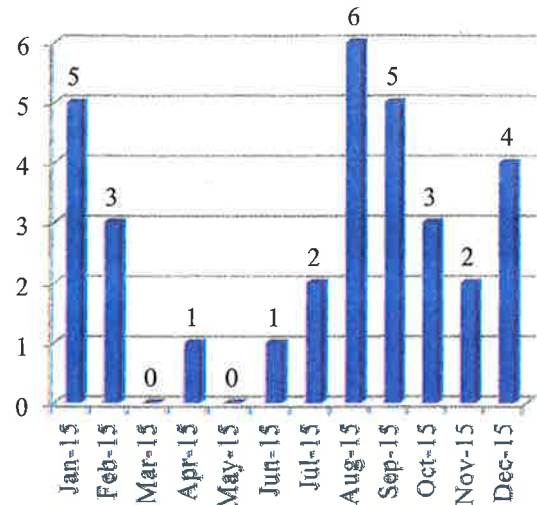
Fire Loss to Value Comparison – December 2015

December 2015 Fire Loss/Save



Total Structure Value: \$ 598,708
Total Structure Conserved: \$ 523,259
Total Structure Loss \$ 75,449

Structure Fires



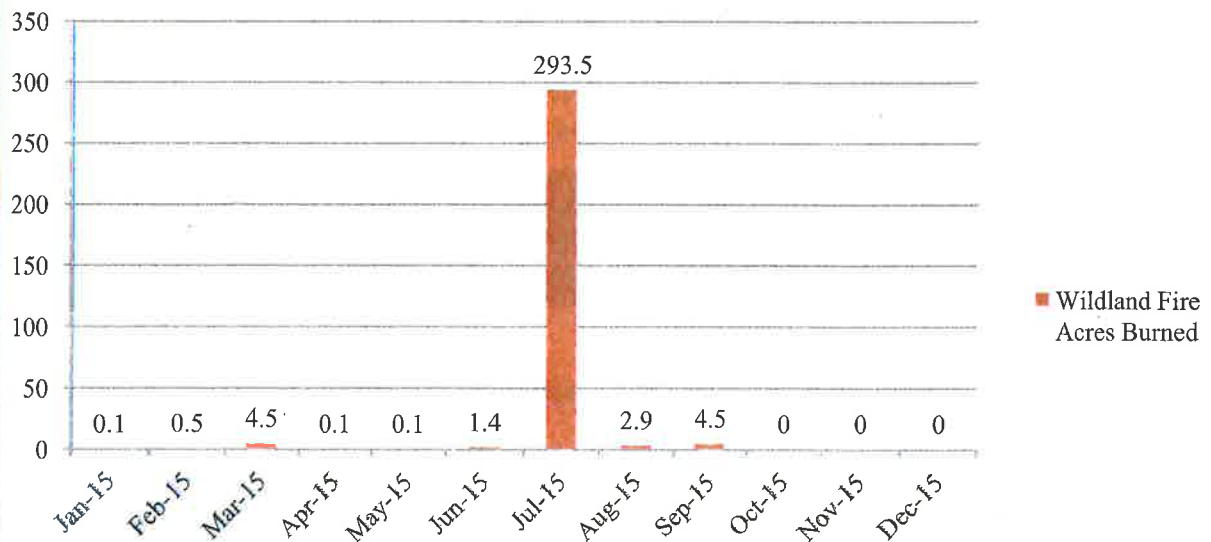
Rolling Year Statistics

TMFPD responded to 4 structure fires in December 2015, for a total of 32 structure fires in the past year. ■ Structure Fires

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

Wildland Fires - December 2015

One Year History: Wildland Fire Acres Burned



In the month of December 2015, 0 acres were burned. As of December 31, 2015, 307.6 acres burned in the past twelve months.

Mutual Aid Given and Received - December 2015

Mutual Aid Given & Received by Department		
DEPARTMENT	AID GIVEN	AID RECEIVED
Bureau of Land Management	0	0
Carson City FD	0	1
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	2
North Lyon County FPD	0	0
Pyramid Lake Fire	0	0
Reno FD	2	2
Reno/Sparks Indian Colony	1	0
Sierra County, CA	3	0
Sparks FD	4	4
Storey County FPD	0	3
Truckee Fire, CA	2	0
US Forest Service	0	0
TOTAL	12	12

The TMFPD received aid 12 times from neighboring agencies and provided aid 12 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	2/4	Lucey/Hartung
Station 39 – Galena Forest	2/1	Lucey/Berkbigler

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

Incidents:

Cardiac Arrest – Station 13 (Stead) Commission District 5

On December 1st at 02:49 hours, crews were dispatched to a report of a seizure. Upon arrival the TM crew was informed the patient was in full cardiac arrest and the family was performing CPR. The crew took over and moved the patient to a location better suited for resuscitation efforts. REMSA arrived on scene and together crews were able to reacquire a pulse. The patient was loaded and 2 TM Firefighters assisted with patient care during transport to the hospital. The Captain remained on scene with the family to ensure their needs were met, and then traveled to the hospital to retrieve his crew.

1 TM Engine responded to this incident.

**Structure Fire – Station 36 (Arrowcreek); Thomas Creek Dr.
Commission District 2
2 in/ 2 out Not Required**

On December 1st at 19:51 hours, crews were dispatched to a structure fire with reports of smoke coming from the garage and attic. The fire was located in the chimney box and had extended into the attic near the chimney. Crews were able to quickly extinguish the fire and limit the damage in the home to smoke and overhaul. The home was not inhabitable immediately due to utilities remaining disconnected.

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

**Carport Fire – Station 15 (Sun Valley); Sugar Hill Dr.
Commission District 3
2 in/ 2 out Not Required
Automatic Aid received from Sparks Fire**

On December 6th at 19:22 hours, crews were dispatched to a possible structure fire. Upon arrival crews found the neighbors intervening and had successfully knocked down the main body of the fire. Large juniper bushes were still smoldering as was the exterior side of a carport that had been converted into an enclosed garage. The family had evacuated prior to arrival and no rescue was needed, no injuries were reported. TM Engine 15 and Sparks Fire Engine 21 overhauled the remainder of the fire area and ensured that there had been no fire spread into the structural components of the enclosed carport.

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

**Structure Fire – Station 16 (East Washoe Valley); Ormsby Ln.
Commission District 2
2 in/ 2 out Not Required
Mutual Aid received from the Carson City Fire Investigator**

On December 7th at 04:13 hours, crews were dispatched to a structure fire with explosions. First arriving units were on scene within 8 minutes and found a double wide mobile home approximately 50% involved, ammunition exploding inside, with heavy fire and wind fanning the flames, as well as a downed powerline that was actively arcing. The powerline was marked and flagged, leaving two sides of the house inaccessible by crews until NV Energy could secure the power. Occupants had evacuated the residence; however one dog would not leave the home. Crews forced a window open and made entry through the window of a room which had no fire in it at the time, and reaching through they pulled the dog from the home where it was handed off to other crews for medical care. Despite resuscitation efforts by both TM crews and REMSA, the dog did not survive. The fire was partially knocked down at 04:41 hours with hot spots continuing to require extinguishment due to wind related flare ups. There was extensive fire damage to the home, which was a total loss. Salvage and overhaul were continued cautiously

due to a partial collapse of the building, and what items could be salvaged were retrieved and handed over to the homeowners.

5 TM Engines, 3 TM Tenders, 1 TM Air, 1 TM Training Captain, 1 TM BC, 1 South Valleys Volunteer Patrol Unit, and 1 Carson City Fire Investigator responded to this incident.

Motor Vehicle Accident with Extrication – Station 35 (Hidden Valley); I-80 EB between Mogul and 4th Street.

Commission District 5

Mutual Aid received from Reno Fire

On December 18th at 04:39 hours, crews were dispatched to a motor vehicle accident. Crews arrived on scene to find a vehicle traveling the wrong way had collided head on with a vehicle heading eastbound. One of the three victims was still entrapped. Mutual aid was requested from Reno due to the proximity to the Reno boundary and the anticipation of specialized extrication tools. REMSA tended to one patient who had freed himself prior to arrival, while TM and Reno Fire crews worked for approximately 30 minutes to free the second victim. Both victims were transported to the hospital by REMSA with one TM Firefighter providing care enroute. A third victim was deceased upon arrival and removed from the second vehicle with the help of NDOT, NHP and Washoe County Medical Examiner. Traffic in the eastbound lanes was closed for approximately 60 minutes.

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

Structure Fire – Station 13 (Stead); Browning Dr.

Commission District 5

2 in/ 2 out Required

On December 25th at 01:37 hours, crews were dispatched to a structure fire that was extinguished by the occupant. The resident was awakened by a smoke detector going off early on Christmas morning. They opened their bedroom door and found the entire home charged with a heavy amount of smoke. The resident proceeded down the stairs and found a small fire in the laundry room, which she was able to extinguish. We include this incident to highlight the importance of smoke alarms, and how the smoke alarm waking this person up had a significant impact to the outcome of this fire, which was the result of a shorted out extension cord. The resident was not displaced by the fire, and crews were able to ensure no further extension and complete the investigation, leaving the home as livable as possible until the outlets and electrical equipment could be inspected by a professional electrician.

1 TM Engine responded to this incident.

Propane Leak – Station 18 (Cold Springs); Loon Ct.

Commission District 5

On December 29th at 08:08 hours, crews were dispatched to reports of an odor of propane. Crews arrived on scene and were able to confirm a propane leak from a 300 gallon propane tank

at an abandoned residence. Upon confirmation, crews immediately upgraded to a full alarm and the surrounding residents were asked to shelter in place. TM Engine 18 established a protection line and attempted to stop the leak, continuing to have the surrounding residents shelter in place until the propane company arrived on scene to mitigate the issue, which appeared to be the result of a deliberate act to cause a nuisance. WCSO was requested on scene to take a report, and all units were released from the scene.

4 TM Engines and 1 TM Battalion Chief responded to this incident.

**Trash Can Fire – Station 15 (Sun Valley); Chimney Rd.
Commission District 5**

On December 30th at 15:23 hours, crews responded to reports of a trash can on fire. They arrived on scene and found what appeared to be wrapping paper and fireplace ashes inside the garbage can. The can had completely melted to the ground prior to arrival. No residents were home. Crews extinguished the fire and followed up to provide the resident with a proper ash can for future ash disposal.

1 TM Engine responded to this incident.

Training

- EMS Training on the Lucas Compression Device
- EMS Training – Altitude Emergencies
- EMS Training – Bleeding and Shock
- ITLS (International Trauma Life Support) Skills Review
- Annual EMS Skills Review
- Ambulance Training (Medic 30)
- Completed Ice Rescue Training
- TRIAD HAZMAT Suit Certification
- Fire Vaccination Training
- TMFPD/REMSA EMS Training

Accomplishments

- Prepared for Gerlach Staffing
- Upgraded Gerlach Ambulance from ILS to ALS
- Initiated Christmas Tree Recycling Program with KTMB
- Finalized recertification paperwork for EMS Certifications with the State
- Station 36 (Arrowcreek) hosted Cub Scouts working on First Responder/First Aid Badges
- Station 36 and Engine 14 hosted a group of students with a variety of special needs
- Hugs and Heroes Event at Reno-Sparks Convention Center
- Lantis Fireworks Winter's Creek Lodge



VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

December 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											
VOLUNTEER RESPONSE: INCIDENT TYPE	STATION/DISTRICT										
	220, 321- Cold Springs VFD	221-Silver Lake VFD	223, 331 - Lemmon Valley VFD	225 - Wadsworth (Pyramid Lake VFD)	227, 237 - South Valleys VFD	229 - Palomino Valley	240 - Red Rock VFD	242 - Gerlach VFD	301 - South Valleys VFD	351 - Verdi VFD	TOTAL
Structure Fire				1							1
Wildland Fire											0
Vehicle/Trash/Other Fire											0
Emergency Medical Services		1						1	1		3
Motor Vehicle Accident		1				3					4
Rescue											0
HazMat/Hazardous Condition			1					1			2
Public Assist			1								1
Good Intent Call			1					1	1		3
Activated Fire Alarm											0
Severe Weather Related											0
Lightning Plan											0
Other	1										1
DECEMBER 2015 TOTAL	1	2	3	0	1	0	3	0	3	2	15

In the month of December, 2015 the Truckee Meadows Volunteers responded to 15 incidents. (Wadsworth Volunteers operate under Pyramid Lake Volunteer Fire Department. Incidents listed for the Wadsworth Volunteer Station 225 are specific to responses in the Truckee Meadows Fire Protection District boundary, and do not include responses into tribal territory.)

AGENDA ITEM #5D

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:

Structure Fire – Station 16 (East Washoe Valley); Ormsby Ln.

Commission District 2

2 in/ 2 out Not Required

Mutual Aid received from the Carson City Fire Investigator

On December 7th at 04:13 hours, crews were dispatched to a structure fire with explosions. First arriving units were on scene within 8 minutes and found a double wide mobile home approximately 50% involved, ammunition exploding inside, with heavy fire and wind fanning the flames, as well as a downed powerline that was actively arcing. The powerline was marked and flagged, leaving two sides of the house inaccessible to crews until NV Energy could secure the power. Occupants had evacuated the residence; however one dog would not leave the home. Crews forced a window open and made entry through the window, which had no fire in it at the time, and pulled the dog from the home where it was handed off to other crews for medical care. Despite resuscitation efforts by both TM crews and REMSA, the dog did not survive. The fire was partially knocked down at 04:41 hours with hot spots continuing to require extinguishment due to wind related flare ups. There was extensive fire damage to the home, which was a total loss. Salvage and overhaul were continued cautiously due to a partial collapse of the building, and what items could be salvaged were retrieved and handed over to the homeowners.

5 TM Engines, 3 TM Tenders, 1 TM Air, 1 TM Training Captain, 1 TM BC, 1 South Valleys Volunteer Patrol Unit, and 1 Carson City Fire Investigator responded to this incident.

TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Cold Springs VFD	CECBEMS Airway Management Basic	1	1	1
	CECBEMS Bleeding and Shock Advanced	1	1	1
	CECBEMS Date Rape Drugs	1	2	2
	Annual Santa Day/fire prevention event at Station 220. The safe house was set up to take children through. Sparky Dog and Smokey Bear were present to help address fire safety to children and adults.	8	6	48
	Getting reading for a fire prevention event at Station 220.	6	2.5	15
Cold Springs Total				67
Gerlach VFD	CECBEMS Medical, Ethical, and Legal Issues	1	1	1
	Hazard Communication	1	1	1
	NFPA 1001 Fire Detection, Alarm & Suppression Systems	1	1	1
	NFPA 1021 Pre-Incident Planning	1	1	1
	Recording Company Training	1	0.25	0.25
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
Gerlach VFD Total				6.25
Lemmon Valley VFD	Search & Rescue -In teams of two with all members in full PPE & SCBA, teams entered apparatus bay filled with non-toxic smoke and conducted a search and rescue of a victim. Teams were dispatched to a reported building charged with smoke with person(s) inside. Upon arrival units gave a size up and initial plan of action. Entry was made into the building and a search conducted to find victim. Once victim found, quick assessment was performed and victim was removed by crew to the exterior of the building.	7	2	14
Lemmon Valley VFD Total				14
Palomino Valley VFD	Vehicle Inspections, Checking and repacking hose packs	5	2	10
Palomino Valley VFD Total				10
Red Rock VFD				0
Red Rock VFD Total				0
Silver Lake VFD	CECBEMS Bleeding and Shock Advanced	1	1	1
Silver Lake VFD Total				1
South Valleys VFD	CECBEMS Altitude Emergencies	1	1	1
	CECBEMS Bleeding and Shock Advanced	1	1	1
South Valleys VFD Total				2
Verdi VFD	Airport Fire MCI Vehicle and Trailer	1	2	2

Verdi VFD, Cont'd	CECBEMS Patient Assessment Basic	1	1	1
	Battalion 3 covered support role during ice rescue	2	1	2
	Review dept. policy and procedure	4	2	8
	HAarris XG-75 Radio Review	1	1	1
	NFPA 1001 Forcible Entry into a Structure	1	1	1
	Respiratory Protection	1	1	1
Verdi VFD Total				16



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: January 26, 2016

CM/ACM _____
Finance VMB
Legal DWV
Risk Mgt. ISE
HR _____

DATE: January 5, 2016
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Vicki Van Buren, Fiscal Officer
THROUGH: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Approval of the Truckee Meadows Fire Protection District (TMFPD) Five Year Buyout of Workers' Compensation Claims for Fiscal Year 10-11 in the amount of \$304,133.25 per the Reno-TMFPD Interlocal Agreement. (All Commission Districts)

SUMMARY

This staff report seeks Board approval of the TMFPD Five Year Buyout of the Workers' Compensation Claims for Fiscal Year 10-11 in the amount of \$304,133.25 per the Reno-TMFPD Interlocal Agreement.

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

PREVIOUS ACTION

The Board of Fire Commissioners approved the Reno-TMFPD Interlocal Agreement which sets forth the option for the TMFPD to buyout its annual workers' compensation liability at the end of a five-year period.

For the last seven fiscal years, the Board of Fire Commissioners approved the five year buyout of the workers' compensation claims for Fiscal Year 2003-04 in the amount of \$618,643.03, for Fiscal Year 2004-05 in the amount of \$976,077.37, for Fiscal Year 2005-06 in the amount of \$775,005, for Fiscal Year 2006-07 in the amount of \$162,634.04, for FY 07-08 in the amount of \$156,275.27, for Fiscal Year 08-09 in the amount of \$149,361.31, and for Fiscal Year 09-10 in the amount of \$275,316.30. This year's buyout for Fiscal Year 10-11 is \$304,133.25.

BACKGROUND

The Reno-TMFPD Interlocal Agreement sets forth the option for the TMFPD to buyout its workers' compensation liability at the end of a five year period which is a liability still in existence even after the Reno/TMFPD Interlocal Agreement has expired since it pertains to workers' compensation claims made during the period of the Agreement. Per the Agreement, by buying out FY 10-11 claims, the TMFPD will have no further liability for any workers' compensation claims for that year except for future new heart and lung claims which were incurred but not reported by June 30, 2015. These are not included in the buyout because they are unknown and incalculable at this time. All existing heart and lung claims that are incurred and reported are included in the buyout amount.

FISCAL IMPACT

The amount will be paid from the TMFPD Workers' Compensation Fund, Long-Term Claims Liability Account, Fund 6082 Account 265006 from funds set aside to pay the liability.

RECOMMENDATION

Staff recommends the approval of the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for Fiscal Year 10-11 in the amount of \$304,133.25 per the Reno-TMFPD Interlocal Agreement.

POSSIBLE MOTION

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

"I move to approve the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for Fiscal Year 10-11 in the amount of \$304,133.25 per the Reno-TMFPD Interlocal Agreement."

INVOICE

Accounts Receivable
Billing inquiries: 1-775-334-1228

Remit to: City of Reno, Nevada
Attn: Central Cashiering
P.O. Box 1900
Reno, NV 89505

CITY OF RENO, NEVADA
P.O. BOX 1900
RENO, NEVADA
89505

Customer #: 14898
TRUCKEE MEADOWS FIRE PROTECTION DIST
Washoe County Manager's Office
Attn: Vicki Van Buren
PO Box 11130
Reno, NV 89520

Invoice #: 2016-00150107
Billing Date: 12/10/2015
Due Date: 01/09/2016

Please remit this portion with your payment →	\$304,133.25
--	---------------------

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

PLEASE RETAIN BOTTOM PORTION FOR YOUR RECORDS

TRUCKEE MEADOWS FIRE PROTECTION DIST
Washoe County Manager's Office
PO Box 11130
Reno, NV 89520
Attn: Vicki Van Buren

If there are any questions, please call Accounts receivable at 775-334-1228. City of Reno's Federal Tax ID is 88-6000201. PLEASE NOTE - YOUR PAYMENT IS DUE UPON RECEIPT

Description	Qty	Unit Price	Total Price
Workers' Comp TMFPD 5-Year Claims Reserve Billing- Claim Year 07/01/2010 to 06/30/2011	1	\$304,133.2500	\$304,133.25

Total Invoice
\$304,133.25

CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	CHARGES
14898	12/10/2015	01/09/2016	2016-00150107	\$304,133.25
Balance →				\$304,133.25

PAYMENT IN FULL IS DUE AND PAYABLE ON RECEIPT OF THIS INVOICE.

ANY BALANCE DUE BEYOND THAT LENGTH OF TIME WILL BE CONSIDERED DELINQUENT, AND INTEREST WILL BE CHARGED AT THE RATE OF 1% PER MONTH ON THE UNPAID BALANCE. RETURN TOP PORTION OF THIS INVOICE WITH YOUR REMITTANCE TO INSURE PROPER CREDIT.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT SIERRA FIRE PROTECTION DISTRICT



STAFF REPORT

Board Meeting Date: January 26, 2016

CM/ACM _____
Finance VVB
Legal DOW
Risk Mgt. DE
HR _____

DATE: January 6, 2016

TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
Sierra Fire Protection District Board of Fire Commissioners

FROM: Gordon Northan, Architect AIA Project Manager, Engineering and Capital Projects,
Washoe County Community Services
Phone: (775) 328-2316, gnorthan@washoecounty.us

THROUGH: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us

SUBJECT: Recommendation to approve an Agreement in the amount of \$399,300 for Consulting Architectural/Engineering Services between Truckee Meadows Fire Protection District and TSK to provide professional services as defined in attachments A-1 and A-2 of the proposal dated December 22, 2015. (Commission District 2)

SUMMARY

Staff is requesting approval of a professional services agreement in the amount of \$399,300 with TSK Architecture to provide architectural and engineering consulting services for the Truckee Meadows Fire Protection District station 14 and Sierra Fire Protection District 39 Projects as defined in attached exhibits A-1 (Station 39) and A-2 (Station 14).

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

PREVIOUS ACTION

On December 15, 2015, the Board approved the final settlement and title paperwork with a closing date of December 28, 2015 for the acquisition of property located in the vicinity of Foothill Road and S. Virginia Street (APN 044-300-09 and a portion of APN 044-300-10) to accommodate the replacement of Fire Station #14.

BACKGROUND

In 2015, staff conducted a qualifications-based selection process for an architectural/engineering consultant team for the planning, engineering design, and construction administration services for the TMFPD stations 14 and 39 projects. TSK Architecture, a consultant with extensive fire station facility project history and expertise was selected from a total of six firms considered.

The current project construction estimate for both projects is \$6.4M. The percentage ratio of fee to construction cost is six point two four percent (6.24%).

AGENDA ITEM #7

The Truckee Meadows Fire Protection District has purchased land near the intersection of Foothill Road and South Virginia Street for the replacement of an obsolete and inadequate existing fire station #14. The District also has planned for the remodel and expansion of Sierra Fire Protection District station #39 on Joy Lake Road to modernize the facility and expand the staff quarters in the interests of meeting the community needs for fire protection and emergency services.

FISCAL IMPACT

The Station #14 project was anticipated and budgeted in the Truckee Meadows Fire Protection District's Capital Improvements Program which was approved by the Board during the budget process. The Station #39 project was anticipated and budgeted in the Sierra Fire Protection District's Capital Improvements Program which was approved by the Board during the budget process.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners approve an Agreement in the amount of \$399,300 for architectural/engineering Consulting Engineering Services between Truckee Meadows Fire Protection District and TSK.

POSSIBLE MOTION

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

"I move to approve an Agreement in the amount of \$399,300 for Consulting Engineering Services between Truckee Meadows Fire Protection District and TSK."

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Truckee Meadows Fire Protection District, ("TMFPD") a fire district organized pursuant to 474.460 and political subdivision of the State of Nevada and TSK Architects ("Consultant"), collectively (the "Parties").

WITNESSETH:

WHEREAS, TMFPD desires to engage Consultant to render certain consulting services in Support of the "TRUCKEE MEADOWS FIRE PROTECTION DISTRICT STATIONS 14 AND 39 Project" (the "Project"); and

WHEREAS, TMFPD requires certain professional services in connection with the Project, as described in Exhibit "A-1" and Exhibit "A-2", Scope of Work (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **January 19, 2016**.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibits A-1 and A-2, Scopes of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than **August 30, 2017**, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A-1 and A-2, Scopes of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. TMFPD reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibits A-1 and A-2 and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibits A-1 and A-2, Scopes of Work, shall constitute a material breach of this Agreement, unless waived in writing by TMFPD.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the **Fee Schedule described in Exhibits "A-1" and Exhibit "A-2"**, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the total sum of **\$399,300 (Station #39 = \$68,000 + Station #14 - \$331,300)**. Consultant shall satisfy its obligations hereunder without additional cost or expense to TMFPD during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibits A-1 and A-2. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either TMFPD or the Consultant. Renegotiated fees are subject to approval by TMFPD Board of Fire Commissioners. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If TMFPD requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibits A-1 and A-2, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by TMFPD prior to commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to TMFPD monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by TMFPD of invoices or requests for payment shall not constitute acceptance by TMFPD of work performed on the Project by Consultant. No penalty shall be imposed upon TMFPD for payment(s) received by Consultant after forty-five days.

3.4 Dispute of Work

TMFPD shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, TMFPD and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from TMFPD. If TMFPD and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibits A-1 and A-2 Scope of Work on the Project shall be diligently performed and be completed no later than **August 8, 2017 (Station #39 CD's by April 29 201 and Station #14 CD's by August 8, 2016)**. Consultant shall be granted time extensions for items within the phases of the Project in writing by TMFPD if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, TMFPD's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to TMFPD a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered,

work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from TMFPD.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to TMFPD, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by TMFPD of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. TMFPD reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by TMFPD. Review and approvals by TMFPD do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and TMFPD's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to TMFPD or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify TMFPD of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. TMFPD shall have no right to supervise the methods

used by Consultant. TMFPD shall have the right to observe such performance. Consultant shall work closely with TMFPD in performing Services under this Agreement.

ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

ARTICLE 10 - TRUCKEE MEADOWS FIRE PROTECTION DISTRICT'S RESPONSIBILITY

TMFPD shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. TMFPD shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. TMFPD shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

ARTICLE 11 – REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by TMFPD or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at TMFPD's sole risk and without liability or legal exposure to Consultant; and TMFPD shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by TMFPD and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to TMFPD in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by TMFPD.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, TMFPD shall pay Consultant for all Services satisfactorily performed to the date of termination.

TMFPD, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for TMFPD's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to TMFPD. In the event of termination or suspension for TMFPD's convenience, TMFPD shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that TMFPD's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that TMFPD's governing body has been required, in its sole judgment, 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.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by TMFPD to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to TMFPD, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of TMFPD or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 – NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below:

To TMFPD:
Charles A. Moore, Fire Chief
Truckee Meadows Fire Protection District
1001 East 9th Street
Reno, NV 89512

To Consultant:
J. Patrick Pusich, Principal
TSK Architects
225 South Arlington Avenue, Suite B
Reno, Nevada 89501

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and TMFPD.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither TMFPD nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of

reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either TMFPD or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or TMFPD to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

This Agreement shall be governed by the laws of the State of Nevada, and venue for any action shall be solely in state district court for Washoe County, Nevada.

ARTICLE 17 – MISCELLANEOUS

17.1 Non-waiver

A waiver by either TMFPD or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Consultant's work described in Exhibits A-1 and A-2, Scopes of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes

all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

TMFPD and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 – ASSIGNMENT

Neither Washoe TMFPD nor the Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than TMFPD and Consultant.

ARTICLE 22 - INDEMNIFICATION, INSURANCE, AND ARBITRATION

Washoe TMFPD has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. **Exhibit "B" Insurance Specifications** is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 23 -LIMITED LIABILITY

TMFPD will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for TMFPD's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

Consultant agrees to indemnify, hold harmless and defend TMFPD and the employees, officers and agents of TMFPD from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional

misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend TMFPD and the employees, officers and agents of TMFPD with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to TMFPD, as reimbursement for the attorney's fees and costs incurred by TMFPD in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Dated this _____ day of _____, 2015

By _____
Kitty Jung, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

TSK ARCHITECTS PROFESSIONAL CONSULTANT:

Dated this 12 day of January, 2015 16

By J. Patrick Pusich
J. Patrick Pusich,
Principle Reno Office
TSK Architects



las vegas | reno

9 December 2015 (Revised 12/21/15)

"Exhibit A-1"

Charles Moore, Fire Chief
Truckee Meadows Fire Protection District
1001 East 9th Street, Building D, 2nd floor
Reno, Nevada 89512
P. 775-326-6000 / F. 775-326-6003
E. cmoore@tmfpd.us

Re: Truckee Meadows Fire Protection District
Station #39 at 4000 Joy Lake Road
Architectural and Engineering Professional Services Fee Proposal

Revised to include:

- New 2,100 s.f. Residential Component Addition.
- Interior Renovations (Turnout Storage, Exercise Room/Restroom/Community Room Renovation) of approx. 1,000 s.f.
- Exterior Envelope Renovation
- Revised Engineering Team
- SUP Leader to be CFA. TSK to coordinate and provide documents.

Dear Chief Moore,

Thank you for your time on 16 November 2015 to discuss the updated project needs and project strategies for Station #39.

The conversation indicated the existing facility and its needs for significant interior and exterior renovations and the most efficient methods to provide adequate living and operational functions.

The existing Station #39 includes two small bedrooms (no closets/particle board storage cabinet), one non-accessible restroom, small office, small kitchen (no pantries, one refrigerator, limited cabinets, no breakfast bar), day room is the kitchen, is the dining room, is the radio room. There is no separation in the apparatus bay to the turn out storage racks or exercise fitness area. The apparatus bay also houses two refrigerators for the kitchen (one on a 20" elevated pad and one between the two overhead doors). Also within the apparatus bay is a washer and dryer. At time of walk through, the apparatus bay has an exhaust fan but not an exhaust extraction system. The medical supplies are stored in a metal locker cabinet in the apparatus bay.

PRINCIPALS

J. Window Kimmey, FAIA | Simon Ha, AIA | Michael J. Purtillo, AIA | Patrick Pusich, AIA | Shelly A. Lyons | George G. Tate, AIA | Robert J. Snyder, FAIA | Robert

ASSOCIATES

George Babakitis, AIA | Christopher G. Lujan, Assoc. AIA | Ziao Tran, Assoc. AIA | Thomas Liscandrea

Scope of Work:

TSK has been requested to provide a document package that would provide a phased improvement project to include a new addition to the North which when completed would allow for Station Operations to move directly within, followed by a renovation of the existing residential component to support uses including exercise, storage, turn out storage, etc... Engineering services to include all required engineering disciplines

1. Building Addition to include the following areas of work:

- A. Provide approximately 2,100 s. f. addition to the northwest side of the existing apparatus bay.
- B. Addition to be slab on grade, wood framed construction, pre-engineered trusses.
- C. Include kitchen of approx. 156 s.f. and dining area of approx.
- D. Include three bedrooms of approx. 135 s.f.
- E. Include one captain's bedroom of approx. 185 s.f. (includes restroom)
- F. Include two restrooms of approx. 120 s.f. each
- G. Include utility room of approx. 110 s.f. (washer/dryer/JC closet & sink)
- H. Include office of approx. 85 s.f.
- I. Provide (1) new 36" wide door into the existing apparatus bay. (1 is existing)
- J. Provide small hard surface patio off of the kitchen.
- K. Existing building is not sprinklered and no new sprinkler systems are proposed. New work shall all include smoke detectors, and fire alarm system.

2. Existing Building Interior Renovation to include the following areas of work:

- A. Renovation of the existing facility into a new turn out storage room, exercise room, community room with new kitchenette.
- B. Provide two new uni-sex restrooms and a secure medical supply closet.
- C. New flooring at existing residence portion.

3. Existing Building Exterior Renovation to include the following areas of work:

- A. Repair holes in EIFS system where birds have damaged walls.
- B. Repair holes in exterior where squirrels/mice have worked beneath.
- C. Repaint exterior wood trim and accents.
- D. Remove existing failing cultured stone wainscot and replace with new.
- E. Relocate the existing downspout and provide discharge to not to have water terminating on wainscot.
- F. Re-caulk all existing windows and doors.
- G. Existing Roof, Doors, and Windows to remain.

4. Existing Site (Concrete apron has been installed in fall of 2014.)

- A. No fencing or screening of yard area is included at this time and if so required will be addressed at a later date.)

Project Team Experience: The Architectural and Engineering Team we have selected for this project is uniquely qualified and has a vast amount of Fire Station Design Experience that will benefit and bring enhanced value to the project. Specifically the team is comprised of local engineering firms each with specific experience with fire station and public facilities design.

1. PROJECT TEAM AND SCOPE ITEMS

TSK Architects

(Architecture & Interiors)

225 South Arlington Avenue, Suite B

Reno, Nevada 89501

P. 775-857-2949 F. 775-857-2403

E. ppusich@tska.com

Architectural Scope of Work:

1. Special Use Permit Process:
 - A. Assist CFA in completing the SUP Application (provide 10 sets & PDF)
 - B. Prepare Architectural Schematic Design Drawings for SUP package.
 - C. Prepare Landscape Schematic Design Drawings for SUP package.
 - D. Owner Info to be provided
 1. Associated costs and fees with submitting SUP Package.
 2. Title Report
 3. Traffic Report if required
 - E. Meet with Washoe County Planner and Review Submittal Package for completeness and respond to changes.
 - F. Meet with Agencies and Citizen Advisory Board as required.
 - G. Attend Agency Meetings if required.
 - H. Attend Appeals process if required.
2. Addition of approximately 2,100 s.f. to include kitchen, day room, bedrooms (4), restrooms (3), janitors closet, mechanical room, hallways, etc., which will connect directly to the existing apparatus bays.
 - A. Plan to be based on TMFPD provided concept plan dated 11/17/15.
 - B. A demising wall between the two spaces will be provided. Construction to be slab on grade, wood framed, pre-engineered trusses, and architecture that compliments the existing fire station design.
 - C. Uses to include kitchen, pantry, bedrooms (4), restrooms (3), day room, Washer/Dryer/Janitors closet, hallway, mechanical closet.
 - D. Furniture and equipment to be provided by Owner.
3. Exterior Remodel to include taking photographs of existing exterior and making demolition and repair notations. Provide CAD details where necessary for new work requires additional detailing.
 - A. Patch existing holes by birds in EIFS system
 - B. New acrylic coating over all existing EIFS with inclusion of a heavier mesh application to prevent future damage.
 - C. Removal of all loose cultured stone wainscot accents and installation of new.
 - D. Relocation/redirection of existing rainwater leaders that drain on the cultured stone wainscot accents.
 - E. Removal of warped/cracked wood trim and accents and replace with new.
 - F. Paint existing building exterior body and trim.
 - G. Apron was replaced with Concrete Apron on 2014.
 - H. No work at roof, doors, or windows, etc...

4. Interior Remodel to include interior renovations within the existing building. No new space is added. New work will required CAD documentation.
 - A. Renovation plan to be based on TMFPD provided concept plan dated 11/17/15.
 - B. Renovate kitchen to be break counter for new community room use.
 - C. Provide exercise equipment area
 - D. Provide turnout storage area
 - E. Provide medical supplies storage area
 - F. Provide ADA compliant restrooms.
5. Services & Deliverables. TSK to provide Construction Documents to be suitable for competitive bidding and include drawing and booklet specifications. TSK to promptly respond to Washoe County plan check process.
 - A. TSK to manage the bidding process as well as review and recommend acceptance of construction bids.
 - B. Construction Administration Services: Scope shall include attendance at every other week on site meeting during construction. CA Fee equates to approx. 70 hours over an 18 week construction sequence or approx. 4 hours per week. CA includes submittal review response to builder's questions, review of pay applications, and providing 1 set files for as-built/record drawings.
 - C. New work to comply with current International Building and Accessibility Codes Proposed Architectural Sheets.
 - Cover Sheet (includes building info, A/E Team Info, Sheet index, Building Data.
 - Site Demolition Plan.
 - Exterior Photographs noted for Existing Exterior Demolition and New Work.
 - Floor Plan (Includes Demolition and Addition, and Proposed Renovation Area).
 - Enlarged Restroom Plan and Interior Elevations
 - Exterior Elevation of new addition and renovation.
 - Building and Wall section through new addition.
 - Schedules (Finish and Door)
 - Abbreviated Project Specifications. Div 0, Div 1, and Outline Finish Specifications.
 - Rendering is not included in this scope.

Poggemeyer Design Group
225 South Arlington Avenue
Reno, Nevada 89501
P. 775-857-3330
E. emcgrath@poggemeyer.com

(Civil Engineering)

Civil Engineering Scope of Work:

PDG understands that Tate Snyder Kimsey Architects (TSK) has been requested by the Truckee Meadows Fire Protection District to provide a proposal for the design of, and construction contract administration of, proposed improvements to the existing TMFPD Fire Station No. 39 also known as the St. James Fire Station. The proposed improvements generally include a building addition of approximately 840 square feet in addition to some exterior repairs and restoration.

The St. James Fire Station is a full time staffed fire station located in the Galena Forest area of Washoe County. The address of the existing fire station is 4000 Joy Lake Road, Reno, NV 90511. The site is accessed off of Joy Lake Road via a 26' wide, asphaltic concrete paved vehicle way just north of the guard building for the St. James Village residential development. The project site is located in Section 15 of Township 17 South, Range 19 East and is situated on Washoe County Assessor's Parcel Number (APN) 046-131-200, a 1.417 acre lot, owned by the Truckee Meadows Fire Protection District. The zoning for the site is LDS (Low Density Suburban) and the existing building occupancy is as a fire station.

There is one existing building structure built in 1996 that is approximately 2,548 square feet (52 by 49 feet) with a finish floor elevation of 5693 feet housing a two bay apparatus bay and a kitchen, dining, office, bathroom and bedroom areas. Elevations of the parcel vary from a maximum of 5697 in the southern end to a minimum of 5672 in the invert of the detention pond located in the northwest corner of the site. In addition to the fire station building structure existing site improvements generally include the following.

- (1) A parking area southwest of the existing building structure with 8 parking spaces plus one accessible parking space.
- (2) A circular paved area west of the existing building structure used as a fire engine turnaround area. This area includes a new concrete apron recently constructed in front of the apparatus bay.
- (3) An existing stormwater detention pond located in the northwest corner of the project site.
- (4) A 120 square foot storage shed located north of the apparatus bay. The shed will have to be relocated in order for the building addition to occur.

A 2-inch diameter water service lateral line provides water supply to the existing building structure on the southern end and it is believed the existing building structure is connected to the existing Washoe County sanitary sewer main located on the west edge of the project site.

PDG understands the required site civil improvements generally includes the following.

- (1) Site grading and building pad construction to accommodate construction of the 42 by 20 foot building expansion to the existing building structure. The building expansion extends to the north from the existing apparatus bay. Building pad construction will include a minor amount of earth fill (up to 2 vertical feet) for the proposed building expansion.
- (2) Site grading and pad construction for the proposed concrete patio to be constructed on the west side of the proposed building expansion. The size of the patio is roughly 20 by 15 feet. The patio will extend from the building addition westwards to the concrete apron recently constructed in front of the apparatus bay.

PDG is aware that a site survey with a 1-foot contour interval was recently completed in support of the design of the concrete apron constructed west of the apparatus bay. The base map prepared is acceptable for use for the building expansion project. The existing base map will require minor modification to include the concrete apron recently constructed west of the apparatus bay.

Scope of Services

PDG proposes a scope of services consisting of two distinct tasks including a design task and a construction period services task. The following presents the tasks of PDG's proposed scope of services.

Task 1 - Design and Preparation of Contract Documents

The design phase of work includes the following three subtasks.

Task 1.1 - Civil Engineering Design

The design subtask includes preparation of supporting calculations and design of civil site improvements generally including the required site grading and site drainage modification design, and site improvements including those listed in the *Project Understanding* section of this letter of proposal. Design of civil improvements will be based on an owner supplied geotechnical report. It is anticipated that no existing underground utility relocation work will be required as part of project construction.

Task 1.2 - Prepare Construction Documents

The design effort of subtask 1.1 will be provided in construction documents including technical specifications and construction plan drawings. Technical specifications will be based on the Standard Specifications for Public Works Construction (also known as the Orange Book) with project appropriate special provisions and modifications. The specifications will be included on the notes sheet of the construction plan drawings.

The construction plan drawings will include the following individual plan sheets.

1. Construction Notes and Specifications
2. Site Plan (including site grading and drainage)
3. Construction Details

The construction details will be based on standard details of the Orange Book with additional site specific custom details as required.

Construction contract documents at the approximately 25% and 95% complete levels will be submitted to TSK and the owner for review and comment.

Task 1.3 - Prepare and Submit Final Construction Documents

PDG's Project Manager will attend any design review meetings that are held. Based on any comments received of the 95% complete plans PDG will prepare final construction documents suitable for building permit application and construction contract bidding. The construction contract documents will be provided in digital format to TSK. One printed set of plans wet stamped by a state of Nevada registered professional civil engineer will be provided to TSK.

Task 2 - Construction Period Services

Construction period services are provided in the following two subtasks.

Task 2.1 - Construction Period Services

PDG will provide construction period services related to civil engineering design of the proposed building structure and site improvements including the following.

- Contractor submittal and shop drawing review
- Change order preparation as required
- Construction progress meeting attendance (maximum of 4 meetings)

Task 2.2 - Record Drawings

Based on information provided by the construction contractor and TSK, PDG will prepare record drawings of the as-built completed construction. The record drawings will be provided to TSK in digital format.

Assumptions

This letter of proposal includes the following assumptions.

1. Civil engineering related design does not include any utility relocation work.
2. The owner will supply a site specific geotechnical report.
3. The construction staking, inspection, and material testing will be performed by others.
4. The building permit application will be prepared, submitted, and coordinated by others.
5. All permit and agency fees will be paid by Owner.
6. The project does not include perimeter fencing of the site.
7. A drainage report is not required.
8. A traffic report is not required.
9. The construction contract, general conditions, bidding documents and other "front end" documents will be prepared by others.

Schedule

Our proposed scope of services will be completed in accordance with the following schedule.

- Task 1 - Design and Preparation of Construction Contract Documents
 - 25% complete design submittal within 4 weeks of receipt of owner supplied base map.

- 95% complete design submittal within 4 weeks of receipt of architect/owner comments of the 25% complete design submittal.
- Final construction contractor documents within 2 weeks of receipt of architect/owner comments of the 95% complete design submittal.
- Task 2 - Construction Period Services as required for the construction contract duration.

Basis of Compensation and Consultant Fee

Task No.	Description	Fee
Task 1.	Boundary/Topographic Survey/Utility Research	
Task 1.1	Survey Review	\$330
Task 2: Preliminary Site Plan		
Task 2.1	Prepar Preliminary Site Plan	\$1,818
Task 3: Final Design		
Task 3.1	Prepare/Submit Final Const. Documents	\$1,320
Task 4: Construction Period Services		
Task 4.1	Submittal review & two site visits	\$1,677
Total:	Civil Engineering Services	\$5,145

Civil Engineering Exclusions:

- Surveying
- Geotechnical Analysis
- Landscape Design
- Special Use Permitting
- Groundwater Discharge Permit Design and Application

Forbes Engineering

(Structural Engineering)

59 Damonte Ranch Parkway, Suite B181

Reno, Nevada 89521

P. 775-857-3744

F. 775-857-372

E. allen@forbes-engineering.com

Structural Engineering Scope of Work: Proposed project is a wood framed construction using pre-manufactured wood trusses. Wood framed walls will be used for vertical and lateral support. The foundation shall be typical spread footings based on the project soils report. The floor shall be concrete slab on grade

Design Items include: Structural Calculations, Structure framing plans, Plan Structural Specifications, Structural Details.

Construction Administration shall include: Shop drawing review, drawing clarifications, and one site visit.

Please note SE fee does not include the following: As-builts, re-engineering for value concepts by others or additional services.

SUSTAINABLE ENGINEERING SOLUTIONS, Inc.
620 South 18th Street
Sparks, Nevada 89431
P. 775-324-3338 E. denis@sesnv.com

(Mechanical Engineering)

It is proposed that Sustainable Energy Solutions, LLC (SES) prepare an engineered design for the mechanical and plumbing requirements for the TMFPD Station 39 Remodel & Addition. The addition is estimated at 2,200 s.f. and is dedicated to living quarters which includes a kitchen, restroom, and showers. The Renovation includes approximately 1,000 s.f. of renovated space to include a community room, turn out storage room, exercise room, two unisex restrooms, and a medical supply closet.

Scope of Work

The scope of work for the engineering services associated with the projects is to include design, drafting, and contract administration for the following tasks:

- Plumbing design
- HVAC load calculations
- Integration into existing systems
- Equipment selections and specifications
- Two sets of wet stamped construction documents

Mechanical/Plumbing Engineering Exceptions:

- Reproduction costs beyond the two sets of construction documents
- Commercial kitchen makeup air unit and hood design
- Fire Protection Design (performance specification only)
- Advertising for bidding
- Food Service Design
- Commissioning or LEED Certification
- Construction oversight
- Structural Engineering
- Electrical Engineering

Jensen Engineering, Inc.
9655 Gateway Drive, Suite A
Reno, Nevada, 89521
P. 775-852-2288 F. 775-852-3388 E. jeneng@nvcbell.net

(Electrical Engineering)

Electrical Engineering Scope of Work: as understood from information provided by TSK Architects is to consist of alterations and additions to the existing facilities at 4000 Joy Lake Road, Reno, Nevada. Project to consist of additions of approximately 2,100 s.f. and a renovation of approximately 1,000 s.f. Project specific scope items to include:

1. Investigation of the existing project site and assessment of existing electrical equipment conditions.
2. Recommendations for modification of existing electrical service equipment as may be required.
3. Outline of electrical demolition in remodeled areas.
4. Design and specification of electrical connections to owner supplied equipment and convenience power in remodel and addition areas.
5. Design and specification of new interior lighting plan including emergency egress and exit lighting in new expanded area.

6. Design and specification of new lighting configuration in remodeled areas.
7. Design and specification of electrical connections for new HVAC equipment (HVAC system designed by others).
8. Design and specification of pathways and back-boxes for data/telephone communication systems in expanded addition areas.
9. Reasonable modifications and changes to the finished electrical plans as required by changes to the floor plans as initiated by the Architect.
10. Preparation of fire alarm system performance specification.
11. Preparation of electrical plans using AutoCAD.
12. Attendance at coordination meetings.
13. Generation of sufficient copies of the electrical documents for submission to the building authority.
14. Prompt response to reasonable field generated electrical questions.
15. Review of electrical shop drawings and submittals.

Electrical Engineering Exceptions:

1. Reproduction costs, except as specified above.
2. Design or specification of cabling or head-end equipment for: cable television, security, telephone surveillance, data, or other similar auxiliary systems.
3. Site electrical work, parking lot lighting or power, photometric calculations.
4. Utility company connection costs.
5. Electrical Cost Estimation.
6. CSI Type Book Specifications.
7. Compliance with LEED Certification.

GreenDesign

Barbara M. Hatch, A.S.L.A.

1464 Popinjay Drive

Reno, NV 80509

P. 775-829-1364

E. bhatch00@charter.net

(Landscape Architecture)

Landscape Design and Document to include:

1. Base Map. To be prepared in AutoCAD format and will be utilized for planting and irrigation plans.
2. Planting Plan. Landscaping and planting drawings will be prepared for all landscape planter areas around new building improvements. (Note this scope also include landscape berm and planting as needed to screen views in to the service apron area.)
3. Irrigation Design. Drawings will show the complete design for an automatic drip irrigation system and retrofit of the existing irrigation system as impacted by construction. This will include all heads, lateral lines, valves and pressure lines. A complete materials list will be included on the drawings.
4. Site Construction Details. All site elements located on the design drawings will be detailed on this sheet. All dimension materials, and construction methods will be outlined.
5. Landscape Construction Specifications. All work tasks and material associated with the landscape drawings will be covered by these specifications. These will be included in the drawings set rather than in report format.

6. Submittals: 60% Construction Documents and 100% Construction Documents. The 60% submittal will be utilized for a Preconstruction Estimate, with possible subsequent VE list to update or refine the submitted drawings. GreenDesign reserves the right to provide VE changes as an Additional Service, depending on the depth and scale of the changes. A certification letter will be submitted to the County Department of Community Development with the plans, stating provisions of the Washoe County Landscape Code have been met. A 60% submittal drawings will be sent electronically as PDF files. Two stamped sets shall be supplied for 100% submittal. Additional printing shall be the responsibility of TSK.
7. Revisions: A one-time revisions and corrections to the plan set per the County Review has been budgeted.
8. Estimated water calculations for new plan material, per final plan, shall be provided in an acre-feet per year number as required.

Project Samples

City of Reno Damonte Ranch Station
 Sierra Fire Protection District Thomas Creek Station
 Truckee Meadows Mogul Station #35
 City of Reno Fourth Creek Station
 City of Reno Mill Street Station
 North Tahoe Fire Protection District, Incline Village

2. OPINION OF PROBABLE CONSTRUCTION COSTS

Opinion of Cost as provided by A/E Team: Based on 2014 discussions with 3 Contractors.

Addition & Renovation Probable Costs: Understood that TMFPD/Washoe County is anticipating a Construction Budget of approximately \$500,000. Based on initial discussions with three general contractors indicating the concept sketches the recommended construction budget will exceed this amount and TMFPD is recommended to review and adjust budgets.

New Addition (2100 s.f.)	2200 s.f. x \$250 psf =	\$550,000
Existing Interior Renovation:	960 s.f. x \$75 psf =	\$72,000
Existing Exterior Renovations (wainscot/paint/eifs):	2000 s.f. x \$20 psf =	\$40,000
Site Work (berms, added parking, relocate utilities, etc....)		\$70,000
Subtotal		\$732,000
Design Contingency (10%)		\$73,200
Contractor Fees General Conditions O&P (10 % approx.)		\$73,200
Addition + Exterior Renovation + Interior Restrooms Subtotal Estimate:		\$878,400

Value Engineering Responsibilities: It is understood the project budget is very limited for the proposed scope of work. The A/E team will provide and include value engineering revisions to the document package for the revisions that are recommended from the TMFPD/Washoe County/Local General Contractor Review for the project. After the project bids, if the bids received and over the confirmed project budget by within 10% value engineering revisions will also be included in to the drawing/conformance issue. If project

bids are over 10% of the construction budget, the A/E team reserves the right to discuss the costs for VE revisions with TMFPD/Washoe County.

Exclusions: Site Hazardous materials assessments or abatement

Assumptions: Existing Site Utilities sizes are sufficient for new work.

3. DELIVERABLES

Deliverables: TSK Architects will provide three (3) sets (drawings and specification booklets) of the following milestone submittals: Schematic Design, Design Development, 50% Construction Documents, and Construction Documents. (12 sets total)

TSK to provide four (4) sets stamped for Building Department/Agency Permit Submittal. All Bidding sets to be provided by TMFPD/Washoe County. All other printing will be an additional service, but only processed with prior approval of TMFPD/Washoe County.

4. PROPOSED FEE

Proposed Fee: TSK Architects proposes to provide architectural documentation and engineering services for a fixed fee of Sixty Eight Thousand Dollars **(\$68,000.00)**.

TSK Architects (includes 10 site visits)	\$39,400
TSK Printing (8 sets x \$52 each)	\$400
Mileage (7 trips to site (3 doc and 4 CA)	\$300
Poggemeyer Design Group (3 site visits)	\$5,200
Forbes Engineering, Inc. (includes 2 site visits)	\$7,800
Sustainable Engineering Solutions (includes 2 site visits)	\$6,800
Jensen Engineering Inc. (includes 2 site visits)	\$4,900
GreenDesign (2 site visits)	\$3,200

A/E Total Residential Addition and Renovations:	\$68,000
<i>(Prior 7/20/2015 Proposal was \$82,735)</i>	

Fee Invoice will be presented in monthly installments concurrent with project process.

Day Room/Exercise Addition, Exterior Renovation & Interior Restrooms Fee/Phase Schedule:

Task 1.	<u>Schematic (SUP) Design</u>	<u>15%</u>	<u>\$10,095</u>
	<i>Task 1 subtotal</i>		<i>\$10,095</i>
Task 2.	<u>Design Development</u>	<u>25%</u>	<u>\$16,825</u>
	<u>Construction Docs.</u>	<u>40%</u>	<u>\$26,920</u>
	<i>Task 2 subtotal</i>		<i>\$43,745</i>
Task 3.	<u>Permitting & Bidding</u>	<u>5%</u>	<u>\$3,365</u>
	<i>Task 3 subtotal</i>		<i>\$3,365</i>
Task 4.	<u>A/E Team Const. Admin.</u>	<u>15%</u>	<u>\$10,095</u>
	<i>Task 4 subtotal</i>		
Total Task 1-4		100%	\$67,300
Printing & Mileage fixed costs			\$700
Subtotal Tasks and Printing & Mileage			\$68,000

5. PROPOSED SCHEDULE

Schedule based on review of project delivery. Understood that Washoe County has requested the ability to compress the schedule where possible.

Task 1	Schematic Design & Special Use Permit		(Start 12/21/15 finish 2/16/16016)
	<u>Schematic Design</u>	5 weeks	
	<u>Special Use Permit/Process</u>	10-12 weeks (intake and appeals dependent)	
Task 1 Subtotal Schedule		15-17 weeks	
Task 2.	Design Development& Construction Documents		(Start 2/16/16 finish 4/29/16)
	<u>Design/Const. Documents</u>	9 weeks	
	<u>Owner Review</u>	1 week	
	<u>Cost/Review Integration</u>	1 week	
Task 2 Subtotal Schedule		11 weeks	
Task 3.	Permitting& Bidding Phase		
	<u>Permitting Phase</u>	4 weeks	
	<u>Bidding Phase</u>	4 weeks	
	<u>Contracting</u>	2 weeks	
	<u>Construction Phase</u>	20 weeks (to be confirmed with successful contractor)	
	<u>Closeout/Punch</u>	2 weeks	
Task 3 Subtotal Schedule		32 weeks	

Total SD/DD/CD (16 weeks) + Permit/Bid/Const (32 weeks) = 48 week
(Excludes SUP Phase)

Reimbursable Expenses shall be invoiced monthly and will be direct costs without any mark up. These costs will be submitted monthly with invoice support information included. **No reimbursable expenses will occur without prior approval from TMFPD/Washoe County Capital Projects.**

Again, we appreciate the opportunity to present our proposal and we look forward to working with you and your staff on the renovation and expansion of Station #39.

Please feel free to call me if you have any questions.

Sincerely,



Pat Pusich, AIA
TSK Architects



las vegas | reno

9 December 2015 (Revised 12/18/15)

"Exhibit A-2"

Charles Moore, Fire Chief
Truckee Meadows Fire Protection District
1001 East 9th Street, Building D, 2nd floor
Reno, Nevada 89512
P. 775-326-6000 / F. 775-326-6003
E. cmoore@tmfpd.us

Re: Truckee Meadows Fire Protection District
Station #14 Foothill Road and Broken Hill Road
Architectural and Engineering Professional Services Fee Proposal

Dear Chief Moore,

Thank you for your time on 16 November 2015 to discuss the updated project needs and project strategies for Station #14.

Understood Station #14 is to proceed as quickly as possible with a target Special Use Permit Date of 15 March 2016 and construction document phases to be sequentially completed and construction to begin late summer 2016 and building occupancy of fall 2017. Project Delivery will be by Construction Manager at Risk (CMAR) and the A/E team is to integrate the benefits of having a contractor on board during the design phase. Construction Budgets and schedules to be the responsibility of the CMAR.

Station #14 to one of the larger stations for the Truckee Meadows Fire Protection District. The station is targeted at approximately 12,500 s.f. with four bays and eight bedrooms. Project is to be designed so that four of the bedrooms may be constructed at a later date with as minimal impact as a future phase. All utilities, site, and parking to be designed for full buildout.

The 3.35 acre site can accommodate an additional building and TSK is to identify a location for this future building during site planning. Plan parking, site access, and utilities accordingly.

The proposed scope of work, schedule and fees follow. Please advise if there are any questions or comments and TSK truly appreciates this opportunity.

PRINCIPALS

J. Window Kimsey, FAIA | Simon Ha, AIA | Michael J. Purcell, AIA | Patrick Pusich, AIA | Shelly A. Lyons | George G. Tate, AIA Retired | William E. Snyder, FAIA Retired
ASSOCIATES

George Babakitis, AIA | Christopher G. Lujan, Assoc. AIA | Ziao Tran, Assoc. AIA | Thomas Liscandra

The program document indicates Fire Station #14 with the following building criteria:

Apparatus Bay #1	3,333	
Apparatus Bay #2	3,333	
Tool/Shop	204	
Decontamination Rm.	105	
Mechanical	56	
Communications Rm.	49	
SCBA	192	
Turnout Storage	361	
Fire Riser Room	100	
Area Subtotal #1		7,733 s.f.
Entry	165	
Captains Office	182	
Toilet	7	
Day Room	422	
Physical Training	462	
Kitchen/Dining	638	
Janitor	48	
Area Subtotal #2		1,994 s.f.
Battalion Chief Bedroom	188	
Battalion Chief Bathroom	60	
Battalion Chief Office	120	
Captain Bedroom #1	168	
Captain Bathroom #1	60	
Captain Bedroom #2	168	
Captain Bathroom #2	60	
Bedroom #1	130	
Bedroom #2	130	
Bedroom #3	130	
Bedroom #4	130	
Bedroom #5	130	
Bedroom #6	130	
HC Bathroom	80	
Bathroom #1	60	
Bathroom #2	60	
Bathroom #3	60	
Area Subtotal #3		1,864 s.f.
Subtotal Fire Station		11,591 s.f.
Circulation (8.1% per program)		945 s.f.
Total Fire Station		12,536 s.f.

Exterior Requirements:

- Concrete Aprons at front and rear of apparatus bay
- Public Parking Spaces 3 spaces (minimum)
- ADA Public Parking Spaces 1 space (minimum)
- TMFPD Crew Parking Spaces 10 spaces (minimum)
- TMFPD Equipment Parking Spaces 3 spaces (minimum)
- Landscaping per code
- Sidewalks/Drainage per code
- Trash Receptacle Area
- Future Building Pad.

Project Team Experience: The Architectural and Engineering Team we have selected for this project is uniquely qualified and has a vast amount of Fire Station Design Experience that will benefit and bring enhanced value to the project. Specifically the team is comprised of local engineering firms each with specific experience with fire station and public facilities design.

1. PROJECT TEAM AND SCOPE ITEMS

TSK Architects

225 South Arlington Avenue, Suite B

Reno, Nevada 89501

P. 775-857-2949

F. 775-857-2403

(Architecture & Interiors)

E. ppusich@tska.com

Architectural Scope of Work:

- I. Special Use Permit Process:
 - A. Assist CFA in completing the SUP Application (provide 10 sets & PDF)
 - B. Prepare Architectural Schematic Design Drawings for SUP package.
 - C. Prepare Landscape Schematic Design Drawings for SUP package.
 - D. Provide one exterior colored rendering.
 - E. Owner Info to be provided
 1. Associated costs and fees with submitting SUP Package.
 2. Title Report
 3. Traffic Report if required
 - F. Meet with Washoe County Planner and Review Submittal Package for completeness and respond to changes.
 - G. Meet with Agencies and Citizen Advisory Board as required.
 - H. Attend Agency Meetings if required.
 - I. Attend Appeals process if required.
 - J. Architectural Schematic Design Documentation to meet Special Use Permit Process:
 - o Architectural Site Plan
 - o Dimensioned Floor Plan
 - o Rendered & Scaled Elevations
 - o Building Section
2. Fire Station of approximately 12,500 s.f. to include eight (8) bedrooms, kitchen, day room, bedrooms (4), restrooms (4), janitors closet, mechanical room, hallways, etc... which will connect directly to new four bay apparatus bay (four-double parked bays).
 - A. Plan concepts to be worked through during design charrette with TMFPD.
 - B. TMPD has indicated that the station construction may be constructed in two phases. Main station and bedrooms with a second set of four bedrooms to be constructed a later date.
 - C. TMPFD has indicated that the 3.35 acre site is to be planned for future building and the current design should include a future building pad showing access and parking. Full buildout utilities should be considered including power, water, sewer, natural gas, data, etc... so road cuts are kept to a minimum.
 - D. Furniture and equipment to be provided by Owner.
3. Exterior to have energy efficient enclosure and low maintenance finishes

- A. Consider Masonry Exterior, Metal Roofing, etc... Limit wood and similar finishes to accents.
 - B. Orientate building to take advantage of solar gain where possible.
 - C. Screen Mechanical Equipment from elements and view corridors.
4. Construction Documents and Construction Delivery. TMFPD has indicated project delivery system is to be Construction Manager at Risk (CMAR). With this TSK to involve the CMAR in the design and constructability process as early as possible with integration planned for the Schematic Design Phase and beyond. Design Development and Construct Documents to integrate CMAR for quality control and constructability direction. CMAR to lead efforts in project estimating and scheduling.
 5. Project Permitting. TSK to wing and booklet specifications. TSK to promptly respond to Washoe County plan check process. TSK to integrate agency review comments promptly in to the project bidding package.
 6. Project Bidding. CMAR to lead efforts in bidding. TSK to assist with providing PDF drawings and specifications as requested.
 7. Construction Administration Services: Scope shall include attendance at every other week on site meeting during construction. CA Fee equates to approx. 200 hours over a 52 week construction sequence or approx. 4 hours per week. CA includes submittal review response to builder's questions, review of pay applications, and providing 1 set files for as-built/record drawings.
 8. New work to comply with current International Building and Accessibility Codes
Proposed Architectural Sheet Information to include.
 - Cover Sheet (includes building info, A/E Team Info, Sheet index, Building Data.
 - Architectural Site Plan, Parking Calculations, % of coverage, etc...
 - Architectural Site Details. (Site Signage, Out buildings, Trash Enclosure, etc...)
 - Architectural Floor Plans, Enlarged Floor Plans where necessary.
 - Architectural Ceiling Plans and Details.
 - Building Sections
 - Wall Sections
 - Exterior Elevations
 - Exterior Details
 - Interior Details
 - Door, Window, and Finish Schedules.
 - Abbreviated Project Specifications. Div 0, Div 1, and Outline Finish Specifications.

Forbes Engineering
59 Damonte Ranch Parkway, Suite B181
Reno, Nevada 89521
P. 775-857-3744 F. 775-857-372

(Structural Engineering)

E. allen@forbes-engineering.com

Structural Engineering Scope of Work: Proposed project is to include masonry exterior load bearing walls with metal stud framed intermediate or perimeter walls using pre-manufactured joist and possibly using pre-manufactured wood trusses at residence portion where codes allow. Masonry bearing/shear walls will be used for vertical and lateral support. Foundations shall be typical spread footings based on the project soils report as provided by the Owner. The floor shall be concrete slab on grade

Design Items include: Structural Calculations, Structure framing plans, Plan Structural Specifications, Structural Details as necessary to complete the building permit process and for competitive bidding.

Construction Administration shall include: Shop drawing review, drawing clarifications, and one site visit.

Please note SE fee does not include the following: As-builts, re-engineering for value concepts by others or additional services.

CR Engineering Inc.
5434 Longley Lane
Reno, Nevada, 89511
P. 775-826-1919

(Mechanical Engineering)

E. crounds@cr-eng.com

It is proposed that CR Engineering (CRE) prepare an engineered design for the mechanical and plumbing requirements for the new TMFPD Station 14. The project construction includes a new 12,500 s.f. fire station which will have 8 bedrooms and a 4 double apparatus bay.

Mechanical (HVAC) CRE will provide complete mechanical plans, details, and control diagrams as required to obtain competitive bids. Mechanical design will include HVAC equipment, air distribution ductwork, controls, and vehicle exhaust.

Plumbing. CRE will provide complete plumbing plans, specifications, and details as required to obtain competitive bids. Plumbing design shall include fixture selection, equipment selection, kitchen equipment rough-in, sand-oil interceptor sizing (location and installation detail by civil engineer), domestic water supply piping, waste and vent piping, fuel gas piping, roof drainage, and compressed air system. All utilities will be shown to five (5) feet outside the building.

Fire Protection. CRE will provide a performance specification including a plan indicating areas to be protected, riser diagram, and specifications as required for bidding.

Design Services Scope of Work.

1. Prepare mechanical design drawings and specifications
2. Prepare plumbing design drawings and specifications.
3. Prepare fire protecting performance specifications
4. Attendance at design meetings in Reno area.

5. Prepare International Energy Conservation Code mechanical compliance certificate.
6. Provide Schematic Design Drawings.
7. Provide Design Development Design Drawings.
8. Provide sufficient wet-stamped drawings for submission to the building department.
9. Address building department comments.
10. Provide wet stamped Bid Documents.
11. Equipment and material submittal review.
12. Answer field generated questions (RFI's)
13. Construction site visits as required.
14. Final Inspection.
15. Prepare record drawings from contractor mark ups.

Mechanical Design Services not include:

1. Septic field design.
2. Domestic water wall design.
3. Structural design or review of equipment support.
4. LEED certification.
5. Reproduction of Documents
6. Permit Fees.

Jensen Engineering, Inc.
9655 Gateway Drive, Suite A
Reno, Nevada, 89521
P. 775-852-2288 F. 775-852-3388

(Electrical Engineering)

E. jeneng@nvcbell.net

Electrical Engineering Scope of Work: as understood from information provided by TSK Architects is to consist of electrical engineering and low voltage design for a new fire station of 12,500 s.f. to be located at the intersection of Foothill Road and Broken Hill road, Reno, Nevada. Understood there will may be future 5,000 s.f. building with an unknown use. Site power design to accommodate future building. Scope of Work Items to include:

1. Investigation of the existing project site and assessment of existing utility company service capacity and conditions.
2. Recommendations for new electrical service and panel for full buildout.
3. Design/Specifications and documentation for new 12,500 s.f. fire station.
4. Design and specification of electrical connections to owner supplied equipment and convenience power for areas to be constructed.
5. Design and specification of new interior lighting plan including emergency egress lighting.
6. Design and specification of electrical connections for new HVAC equipment (HVAC system designed by others).
7. Design and specification of pathways and back-boxes for data/telephone communication systems in new construction areas.
8. Reasonable modifications and changes to the finished electrical plans as required by changes to the floor plans as initiated by the Architect.
9. Preparation of fire alarm system performance specification.
10. Preparation of electrical plans using AutoCAD.
11. Attendance at coordination meetings.
12. Generation of sufficient copies of the electrical documents for submission to the building authority.

13. Prompt response to reasonable field generated electrical questions.
14. Review of electrical shop drawings and submittals.

Electrical Engineering Exceptions:

1. Reproduction costs, except as specified above.
2. Design or specification of cabling or head-end equipment for: cable television, security, telephone surveillance, data, or other similar auxiliary systems.
3. Site electrical work, parking lot lighting or power, photometric calculations.
4. Utility company connection costs.
5. Electrical Cost Estimation.
6. CSI Type Book Specifications.
7. Compliance with LEED Certification.

GreenDesign

Barbara M. Hatch, A.S.L.A.

1464 Popinjay Drive

Reno, NV 80509

P. 775-829-1364

(Landscape Architecture)

E. bhatch00@charter.net

Landscape Design and Document to include:

1. Base Map. To be prepared in AutoCAD format and will be utilized for planting and irrigation plans.
2. Planting Plan. Landscaping and planting drawings will be prepared for all landscape planter areas around new building improvements. (Note this scope also include landscape berm and planting as needed to screen views in to the service apron area.)
3. Irrigation Design. Drawings will show the complete design for an automatic drip irrigation system and retrofit of the existing irrigation system as impacted by construction. This will include all heads, lateral lines, valves and pressure lines. A complete materials list will be included on the drawings.
4. Site Construction Details. All site elements located on the design drawings will be detailed on this sheet. All dimension materials, and construction methods will be outlined.
5. Landscape Construction Specifications. All work tasks and material associated with the landscape drawings will be covered by these specifications. These will be included in the drawings set rather than in report format.
6. Submittals: 60% Construction Documents and 100% Construction Documents. The 60% submittal will be utilized for a Preconstruction Estimate, with possible subsequent VE list to update or refine the submitted drawings. GreenDesign reserves the right to provide VE changes as an Additional Service, depending on the depth and scale of the changes. A certification letter will be submitted to the County Department of Community Development with the plans, stating provisions of the Washoe County Landscape Code have been met. A 60% submittal drawings will be sent electronically as PDF files. Two stamped sets shall be supplied for 100% submittal. Additional printing shall be the responsibility of TSK.
7. Revisions: A one-time revisions and corrections to the plan set per the County Review has been budgeted.
8. Estimated water calculations for new plan material, per final plan, shall be provided in an acre-feet per year number as required.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

Opinion of Cost as provided by A/E Team: Based on 2014 discussions with 3 Contractors.

Addition & Renovation Probable Costs: Understood that TMFPD/Washoe County has not issued a construction budget at this time. TSK is estimating similar psf costs as incurred at TMFPD Mogul Station #35. TSK recommends tracking an escalation cost of approximate 5% per year. TSK will review the project SD and DD packages with (3) Reno Contractors for further budget definition.

New Addition (2100 s.f.)	12,500 s.f. x \$300 psf =	\$3,750,000
Site Work (3.35 acres x)	(\$25,000 x 3.35)	\$83,750
Subtotal		\$3,833,750
Design Contingency (10%)		\$383,375
Contractor Fees General Conditions O&P (10 % approx.)		\$383,375
Subtotal		\$4,600,500
Construction Escalation from 2013 to 2016 (4 years at 5%)		\$920,100
Addition + Exterior Renovation + Interior Restrooms Subtotal Estimate:		\$5,520,600

Value Engineering Responsibilities: It is understood the project budget is very limited for the proposed scope of work. The A/E team will provide and include value engineering revisions to the document package for the revisions that are recommended from the TMFPD/Washoe County/Local General Contractor Review for the project. After the project bids, if the bids received are over the confirmed project budget by within 10% value engineering revisions will also be included in to the drawing/conformance issue. If project bids are over 10% of the construction budget, the A/E team reserves the right to discuss the costs for VE revisions with TMFPD/Washoe County.

Exclusions: Site Hazardous materials assessments or abatement

Assumptions: Existing Site Utilities sizes are sufficient for new work.

3. DELIVERABLES

Deliverables: TSK Architects will provide three (3) sets (drawings and specification booklets) of the following milestone submittals: Schematic Design, Design Development, 50% Construction Documents, and Construction Documents. (12 sets total)

TSK to provide four (4) sets stamped for Building Department/Agency Permit Submittal. All Bidding sets to be provided by TMFPD/Washoe County. All other printing will be an additional service, but only processed with prior approval of TMFPD/Washoe County.

4. PROPOSED FEE

Proposed Fee: TSK Architects proposes to provide architectural documentation and engineering services for a fixed fee of Three Hundred and Thirty One Thousand and Three Hundred Dollars (**\$331,300**).

TSK Architects (includes 10 site visits)	\$243,260
Printing (12sets x \$59 each)	\$900
Mileage (7 trips to site (3 doc and 40 CA)	\$3,500
Forbes Engineering, Inc. (includes 2 site visits)	\$33,550
CR Engineering (includes 2 site visits)	\$30,800
Jensen Engineering Inc. (includes 2 site visits)	\$13,750
GreenDesign (2 site visits)	\$5,540

A/E Total new 12,500 s.f. fire station and site for future building pad. \$331,300

(Note Civil Engineering is to be direct to Washoe County and is excluded in this proposal)

Fee Invoice will be presented in monthly installments concurrent with project process.

Proposed Station #14 phasing and Fee Schedule.

Task 1.	<u>Schematic (SUP) Design 15%</u>	<u>\$49,035</u>
	Task 1 subtotal	\$49,035
Task 2.	<u>Design Development 25%</u>	<u>\$81,725</u>
	<u>Construction Docs. 40%</u>	<u>\$130,760</u>
	Task 2 subtotal	\$212,485
Task 3.	<u>Permitting & Bidding 5%</u>	<u>\$16,345</u>
	Task 3 subtotal	\$16,345
Task 4.	<u>A/E Const. Admin. 15%</u>	<u>\$49,035</u>
	Task 4 subtotal	\$49,035
Total Task 1-4	100%	\$326,900

Printing & Mileage fixed costs \$4,400

Subtotal Tasks and Printing & Mileage \$331,300

(Approx. 6.0% A/E fee excluding civil engineering based on 5.5M Projected Construction Costs)

5. STATION #14 - PROPOSED SCHEDULE (in Weeks)

Schedule based on review of project delivery. Understood that Washoe County has requested the ability to compress the schedule where possible.

Task 1 Schematic Design & Special Use Permit	(Start 1/14/16 finish 4/15/16)
Schematic Design	5 weeks
Special Use Permit/Process	10-12 weeks (intake and appeals dependent)
Task 1 Subtotal Schedule	15-17 weeks

Task 2. Design Development& Construction Documents	(Start 4/15/16 finish 8/31/16)
Design/Const. Documents	20 weeks
Owner Review	1 week
Cost/Review/Integration	1 week
Task 2 Subtotal Schedule	22 weeks

Task 3. Permitting& Bidding Phase	
Permitting Phase	4 weeks
Bidding Phase	4 weeks
Contracting	2 weeks
Construction Phase	50 weeks (to be confirmed with successful contractor)
Closeout/Punch	2 weeks
Task 3 Subtotal Schedule	62 weeks

Total SD/DD/CD (16 weeks) + Permit/Bid/Const. (62 weeks) = 78 weeks
(Excludes SUP Phase)

Reimbursable Expenses shall be invoiced monthly and will be direct costs without any mark up. These costs will be submitted monthly with invoice support information included. **No reimbursable expenses will occur without prior approval from TMFPD/Washoe County Capital Projects.**

Again, we appreciate the opportunity to present our proposal and we look forward to working with you and your staff on the renovation and expansion of Station #14.

Please feel free to call me if you have any questions.

Sincerely,



Pat Pusich, AIA
TSK Architects



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: January 26, 2016

CM/ACM _____
Finance VVB
Legal ml
Risk Mgt DF
HR _____

DATE: January 8, 2016
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: Approval of a Settlement and Mutual Release Agreement between the City of Reno and Truckee Meadows Fire Protection District in the amount of \$447,529. (All Commission Districts)

SUMMARY

This staff report is for approval of a Settlement and Mutual Release Agreement between the City of Reno and Truckee Meadows Fire Protection District in the amount of \$447,529.

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

PREVIOUS ACTION

None

BACKGROUND

On July 1, 2000, the City of Reno and Truckee Meadows Fire Protection District entered into an Interlocal Agreement for Fire Service and Consolidation Agreement which created a consolidated fire and emergency service. This agreement was amended in 2004 ("First Amended Interlocal Agreement") to update the original agreement with evolving functional and operational practices and issues. In 2011, the District tendered a notice of non-renewal of the fire consolidation to the City of Reno, one fiscal year in advance, as required by the agreements. This notice indicated that at the end of the fiscal year that the fire consolidation between the City of Reno and District would cease. On June 30, 2012, the City and District's fire consolidation ended. On July 1, 2012, the District took control of its fire stations that had previously been operated by the City of Reno and its personnel.

On September 15, 2014, the City of Reno filed a lawsuit against the District based on a breach of Interlocal Agreement. The City sought damages related to an alleged increase in Indirect Costs in Fiscal Years 2009-10, 2010-11, and 2011-12, and for Workers Compensation payments that were withheld by the District. On July 7, 2015, Truckee Meadows Fire Protection District filed counterclaims against the City of Reno for breach of contract of the Interlocal Agreement and for damages related to the City's alleged negligence in the operation and maintenance of the District's equipment and property. The District withheld \$408,917 total in Workers Compensation payments to offset those claims. The District will pay the Workers Compensation amount previously withheld plus interest at the rate of 5.25% for a total sum of \$447,529.

FISCAL IMPACT

The payment of worker's compensation claims are budgeted in the TMFPD Workers' Compensation Fund. Sufficient funding exists for these claims plus interest as the payments were previously withheld.

RECOMMENDATION

Staff recommends the approval of a Settlement and Mutual Release Agreement between the City of Reno and Truckee Meadows Fire Protection District in the amount of \$447,529. Through this proposed settlement, both the District and the City agree to drop all claims related to the Consolidated Fire Department and Interlocal Agreement, and the District will pay the workers compensation payments which were previously withheld as an offset, plus interest at the rate of 5.25%.

POSSIBLE MOTION

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

"I move to approve a Settlement and Mutual Release Agreement between the City of Reno and Truckee Meadows Fire Protection District in the amount of \$447,529."

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1. PARTIES. This SETTLEMENT AND MUTUAL RELEASE AGREEMENT (hereinafter "Agreement") is made this ____ day of _____, 20__ ("Effective Date"), by and between the following parties:

1.1. *THE CITY OF RENO*, a Nevada municipal corporation, and each of its past, present and future elected and appointed officials, officers, agents, employees, successors in interest, assigns and all other affiliated persons or entities in their personal and official capacities (hereinafter the "City"); and

1.2. *THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT*, a political subdivision of the State of Nevada, and each of its past, present and future elected and appointed officials, officers, agents, employees, successors in interest, assigns and all other affiliated persons or entities in their personal and official capacities (hereinafter the "District") (City and District collectively are referred to as "Settling Parties" and individually, as "Settling Party").

2. DEFINITIONS. As used in this Agreement, the following words and phrases have the following meanings:

2.1. "Interlocal Contract" shall refer to the Interlocal Agreement for Fire Service and Consolidation dated July 1, 2000, and all subsequent amendments thereto, into which the Settling Parties entered for the performance of Consolidated Fire Department Operations.

2.2. "Consolidated Fire Department Operations" shall refer to the operation and management of comprehensive fire and emergency services by the City for the District pursuant to the Interlocal Contract from July 1, 2000 through and ending on July 1, 2012.

2.3. "True Ups" shall refer to the reconciliation process whereby the total amount of actual expenditures of each fiscal year's Consolidated Fire Department Operations were compared to that year's consolidated budget that was approved by the Settling Parties prior to that year's performance of Consolidated Fire Department Operations.

2.4. "Claim" or "Claims" shall refer to any and all past, present and future claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities, damages, repair costs, expert costs, attorney's fees and costs, and sums of money of every kind and character whatsoever, whether personal to the Settling Parties or third-party based, whether known or unknown, fixed or contingent, whether based on contract, tort, statute, or other legal or equitable theory of recovery, including without limitation, claims for Breach of Contract, Specific Performance, Breach of Implied Covenant of Good Faith and Fair Dealing, Interest on Workers Compensation Payment Off-sets, Intentional Destruction of Property, and Conversion, which the Settling Parties can, shall or may have arising out of, or in any way relating to, the Interlocal Contract, Consolidated Fire Department Operations or termination or conclusion thereof.

3. RECITALS

3.1. Consolidated Fire Department Operations began on or about July 1, 2000, and concluded on or about July 1, 2012.

3.2. The Interlocal Contract set forth the rights and responsibilities of the

Settling Parties concerning financial, operational and other matters regarding Consolidated Fire Department Operations.

3.3. During the performance, and then at the conclusion, of Consolidated Fire Department Operations, each Settling Party had determined that the other Settling Party had failed to fulfill certain respective responsibilities under the Interlocal Contract and had committed certain acts related to the performance and conclusion of Consolidated Fire Department Operations.

3.4. On September 15, 2014, the City filed a Complaint against the District in the Second Judicial District Court, Case No. CV14-01984, for Claims arising out of the operation and conclusion of Consolidated Fire Department Operations.

3.5. The City alleged that the District failed to pay outstanding amounts due to the City after respective year-end Consolidated Fire Department Operations True Ups, and that the District failed to pay its required portion of Workers' Compensation Payments.

3.6. On July 7, 2015, the District filed a responding Answer and Counterclaims against the City for Claims arising out of the operation and conclusion of Consolidated Fire Department Operations.

3.7. The District alleged that the City failed to pay outstanding amounts due to the District after respective year-end Consolidated Fire Department Operations True Ups, and that the City improperly maintained, damaged or kept the District's real and personal property that was used in connection with Consolidated Fire Department Operations.

3.8. Through good-faith negotiation, the Settling Parties have agreed on the terms of a complete and global settlement of this matter.

4. SETTLEMENT AGREEMENT. On or before February 29, 2016 the District will pay to the City \$447,529.00. The payment amount consists of a) \$408,917.00 in Workers' Compensation required to be paid by the District pursuant to the Interlocal Contract but withheld by the District, and b) \$38,612 in interest on the withheld Workers' Compensation payments, based on the Second Judicial District Court rate of 5.25%. In exchange for payment by the District of \$447,529.00 to the City by February 29, 2016, and the releases set forth below, the Settling Parties hereby agree as follows:

4.1. Except as provided in Sections 4.6 and 4.7 below, the City forever releases and discharges the District from any and all Claims, arising out of, or related to, the Interlocal Contract, Consolidated Fire Department Operations or termination or conclusion thereof.

4.2. Except as provided in Sections 4.6 and 4.7 below, the District forever releases and discharges the District from any and all Claims, arising out of, or related to, the Interlocal Contract, Consolidated Fire Department Operations or termination or conclusion thereof.

4.3. All property that was exchanged or transferred between the Settling Parties in conjunction with or in relation to the Interlocal Contract, Consolidated Fire Department Operations or termination or conclusion thereof has been returned to the respective Settling Party owner. No further claim, demand or request for return of such property will be made.

4.4. Each Settling Party is entirely responsible for the condition and repair of

the property addressed in Section 4.3 above. No claim, demand or request for repair or upgrade or contribution to the costs of repair or upgrade of the property will be made by either Settling Party to the other related to the condition or repair of the property.

4.5. All payments required pursuant to the Interlocal Contract have been made and are complete, with the exception of the surviving and continuing obligations of retiree health insurance and Workers' Compensation, as addressed in Sections 4.6 and 4.7 below.

4.6. The District's obligations to pay retiree health insurance and to fund the Workers' Compensation costs as outlined in Article 4 of the First Amended Interlocal Agreement continue and shall survive this settlement.

4.7. A Workers' Compensation billing of \$22,342.47 for the fiscal quarter ending September 30, 2015, was submitted to the District by the City on December 8, 2015. Although arising from the Interlocal Contract, this billed amount is not a part of the above withheld amount of \$408,917.00 and will be paid by the District, in the normal course, separate from this Agreement and the District's settlement payment discussed herein. This billed amount is acknowledged as part of the District's continuing obligation to fund the Workers' Compensation costs.

5. COVENANT NOT TO SUE. The Settling Parties covenant and agree that they will forever refrain from instituting, prosecuting, pursuing, filing, maintaining, supporting, encouraging, proceeding on, advising or recommending to be commenced any Claims arising prior to the Effective Date which have been released herein.

6. GOOD FAITH SETTLEMENT. The Settling Parties acknowledge that this Agreement represents a good faith settlement of the claims against and between them, relating to the Interlocal Contract, Consolidated Fire Department Operations or termination or conclusion thereof, which have been released herein.

7. MISCELLANEOUS.

7.1. *Subsequent Discovery of Different Facts.* This Agreement may be pled as a full and complete defense to any action or other proceeding, as well as a basis for abatement of, or injunction against, such action or other proceeding as provided herein. All Settling Parties to this release acknowledge that they have executed and agree to this Agreement, and they accept the settlement terms as a complete compromise and global settlement of matters involving disputed issues of law and fact, and they fully assume the risk that the facts or law may be other than they believe. It is the intention of the Settling Parties that the foregoing release shall be effective as a bar to all claims of whatever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, arising out of, or related to, the Interlocal Contract, Consolidated Fire Department Operations or termination or conclusion thereof. The Settling Parties acknowledge that they may hereafter discover facts different from, or in addition to, those that they now believe to be true with respect to any and all of the claims herein released. Nevertheless, the Settling Parties hereby agree that each of the releases set forth above shall be and do remain effective in all respects, notwithstanding the discovery of such different or additional facts. To that end, the Settling Parties specifically and voluntarily waive any statutory or legal right, rule, decision or doctrine limiting the scope of the release to include only claims known or suspected by the Settling Parties as of the date of this Agreement, regardless of whether any unknown or unsuspected claims would have materially affected the

Settling Parties' decision to enter into this Agreement.

7.2. *Warranties and Representations.* Each of the Settling Parties hereto represents and warrants that (a) it is fully authorized to enter into this Agreement; (b) it has read and fully understands each of the provisions of this Agreement; (c) it has relied on the advice and representation of its own legal counsel with respect to negotiation of this Agreement and the matters set forth herein; and (d) it has signed the Agreement voluntarily, without any duress or undue influence on the part, or on behalf, of any Settling Party; and, (e) each of the Settling Parties warrants and represents that none of the Claims herein released have been assigned or transferred, in whole or in part, to any person or entity, and it also agrees not to assign or transfer, in whole or in part, any such Claims.

7.3. *Construction of Agreement.* Each Settling Party named herein, or counsel for each Settling Party, has reviewed and revised, or has had the opportunity to revise, this Agreement, and accordingly, the normal rule of construction providing that ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendment to it.

7.4. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts by facsimile signatures, with the same effect as if all Settling Parties herein were to have signed the document. All counterparts shall be construed together and shall constitute one Agreement. The effective date of this Agreement shall be the date of signing of the last Settling Party.

7.5. *Recitals are Contractual.* The provisions of this Agreement are contractual, not mere recitals, and shall be considered severable such that if any provision or part of this Agreement shall at any time be held under any law or ruling to be invalid, that provision or part of this Agreement shall remain in force to the extent allowed by law, and all other provisions shall also remain in full force and effect and shall remain fully enforceable.

7.6. *No Precedential Value.* Neither payment of any settlement sums, nor any events occurring during the negotiation of this settlement, or any statement or communication made in connection therewith by the released parties or their representatives, shall be considered an admission by those parties. The Settling Parties further acknowledge that no past or present wrongdoing on the part of the released Settling Parties shall be implied therefrom. This Agreement shall not be used as evidence, nor shall be used in any other manner, in any court or other dispute resolution proceeding, to create, prove, or interpret the liability of the Settling Parties in any manner whatsoever, except in an action where enforcement of this Agreement is an issue.

7.7. *Attorneys' Fees, Costs and Expenses.* Each of the Settling Parties, as between themselves, shall bear its own costs, attorneys' fees, expert fees and any and all related expenses in connection with the matters set forth in this Agreement, including, but not limited to the claims, the mediations and the negotiations for, and preparation of, this Agreement. In the event of any controversy, claim, dispute, arbitration, or legal action between the Settling Parties, arising out of or relating to this Agreement, its creation, construction, interpretation, validity, operation, enforcement or breach, the prevailing Settling Party shall be entitled to recover from the opposing party all costs and expenses including, without limitation, reasonable attorneys' fees and costs. This provision constitutes a separate covenant and shall survive the entry of a judgment in any action to enforce or interpret this Agreement; the judgment in any such action

shall include a provision whereby the prevailing Settling Party will be entitled to recover reasonable attorneys' fees and costs incurred to enforce such judgment.

7.8. *Entire and Integrated Agreement.* Unless otherwise set forth herein, the Settling Parties intend this Agreement to be a final expression of their agreement and to be a complete and exclusive statement of the Agreement and understanding of the Settling Parties with respect to the settlement of the Claims released herein. There are no promises, representations, warranties, agreements, understandings, or undertakings with respect to the settlement of the Claims, other than those set forth or referred to herein.

7.9. *Severability.* If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in full force and effect and be interpreted so as best to reasonably effect the intent of the Settling Parties.

7.10. *Third-Party Challenge to Agreement.* This Agreement is entered into for the exclusive benefit of the Settling Parties hereto and no other party shall derive any rights or benefits herefrom. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted by any entity, party or person not a Settling Party hereto, to invalidate, interpret, or prevent the validation, enforcement, or carrying out of any or all provisions of this Agreement, the Settling Parties mutually agree, represent, warrant, and covenant to fully cooperate in opposing such action or proceeding.

7.11. *Governing Law and Venue.* This Agreement is entered into and shall be governed, construed, and interpreted in accordance with the substantive and procedural laws and rules of the State of Nevada. In addition, any action brought to interpret or enforce the provisions of this Agreement shall be subject to binding arbitration held entirely and exclusively in the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

7.12. *Additional Necessary Documents.* The Settling Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purposes and intent of this Agreement, or to evidence anything contained herein. The Settling Parties shall, within 30 days of the Effective Date of this Agreement, execute and file with the Second Judicial District Court, in Case No. CV14-01984, a stipulated settlement order and general release of claims with prejudice.

///

///

///

7.13. *Survival.* The provisions of Sections 4.1 to 4.7, inclusive, Section 5, the obligations contained in Article 4 of the First Amended Interlocal Agreement, and any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made and effective as of _____, 20__.

CITY OF RENO

By: _____ DATED: _____, 20__.
Hillary Schieve
Mayor

ATTEST:

By: _____
Ashley Turney
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney's Office

TRUCKEE MEADOWS FIRE PROTECTION
DISTRICT

By: _____ DATED: _____, 20__.
Kitty A. Jung
Chair

ATTEST:

By: _____
Nancy Parent
County Clerk

APPROVED AS TO FORM

By: _____
District Attorney's Office